

AGREEMENT FOR LAND USE HEARING OFFICER SERVICES

THIS AGREEMENT is made and entered into effective as of January 1, 2026 (the “Effective Date”), by and between Polk County, a political subdivision of the State of Florida (the “County”) and Boswell and Dunlap, LLP, a Florida limited liability partnership (the “Law Firm”).

WHEREAS, Section 975 of the Polk County Land Development Code (the “Code”) authorizes the County to appoint qualified land use hearing officers who have the authority to conduct hearings regarding applications for variances and special exceptions, to decide appeals of administrative decisions and determinations, and to perform any other tasks or take any other action authorized by the Code or by resolution of the Board of County Commissioners; and

WHEREAS, Seth Claytor is an attorney employed by the Law Firm, and was selected through the County’s procurement process to provide land use hearing officer services (the “Land Use Hearing Officer” or “LUHO”); and

WHEREAS, the LUHO represents that they are an active member of, and in good standing with, the Florida Bar; and

WHEREAS, the County desires to contract with the LUHO and their Law Firm for the services as further set forth herein, as such services will inure to the benefit of the citizens of Polk County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the County, the LUHO, and the Law Firm agree as follows:

1. The LUHO is hereby appointed to serve a term of two (2) years beginning January 1, 2026. This Agreement shall expire upon completion of the land use hearing officer services on December 31, 2027. The County or Law Firm may terminate this Agreement without cause upon no less than thirty (30) days prior written notice to the other party. In the event of such termination, the LUHO shall complete any and all pending orders prior to the termination date set forth in the notice.

2. The LUHO shall faithfully perform the duties set forth in the Polk County Land Development Code. During the term of this Agreement, the LUHO shall not (i) hold any other employment or contractual relationship whatsoever with Polk County, or hold other appointive or elective office or position in government during her term; or (ii) act as an agent or attorney in any proceeding, application or matter in the area of land use planning before any governmental authority of Polk County, involving property which is the subject of an application during the time the LUHO is in office. Further, the LUHO, and the Law Firm and any other firm with which they are or may be associated, is, for a period of one (1) year from the date of termination of this Agreement, expressly prohibited from acting as agent or attorney in any proceeding, application or matter before any commission, board, agent or other office of Polk County government, involving property which was the subject of any application during the time the LUHO was in office.

3. Compensation.

(a) The County shall compensate the LUHO through payment to the Law Firm at the rate of one hundred fifty dollars (\$150) per hour for actual time spent at hearings by the LUHO. Hearings shall mean a hearing set in accordance with the Code, noticed to the public, at which an agenda is followed.

(b) Additionally, the County shall compensate the LUHO through payment to the Law Firm at the rate of one hundred fifty dollars (\$150) per hour, with a cap of three (3) hours per case, for actual time spent by the LUHO for any task completed outside of the hearing date that is germane to the hearing of a case including, without limitation, the review of the case file and staff report, research, site visits, and drafting and issuing written orders. Notwithstanding the above stated cap, the LUHO shall complete all necessary tasks outside of the hearing to finalize orders for cases at no additional cost to

the County, unless otherwise authorized to exceed the above stated cap in writing by the Polk County Land Development Director.

(c) The cap stated in subsection (b) above shall not apply to appeals of Administrative Decisions, Administrative Determinations including Non-Conforming Rights Determinations, and Waivers, all as defined in the Code.

(d) The County shall compensate the LUHO through payment to the Law Firm for the LUHO's attendance at an initial training meeting with County staff to review the Land Development Code at the hourly rate specified in subsection (a) above, not to exceed three (3) hours.

(e) The LUHO and the Law Firm shall not be entitled to claim any reimbursable expenses under this Agreement.

4. The Law Firm agrees to submit billing to the County no later than twenty-one (21) days after each hearing date in which services have been provided by the LUHO. The Law Firm agrees to submit billing to the County that contains a faithful recitation of time spent to the nearest tenth of an hour. The Law Firm agrees to include in billing submitted to the County pursuant to this Agreement, the land development case numbers, the names of the respective property owners, and the hearing date on which services were provided.

5. The Law Firm agrees to maintain a system of bookkeeping and accounting which shall produce an adequate account and record of the services rendered pursuant to this Agreement. The County shall have the right to inspect and audit such books, accounts and records of the Law Firm to determine their accuracy. If the County determines at any time the records of the Law Firm do not allow for a proper audit of the services rendered to County, the County shall have the right to specify additional bookkeeping and accounting requirements which are reasonably necessary for a proper audit, and the Law Firm shall implement same.

6. Billing and invoices shall be submitted to:

ATTENTION: Polk County Land Development Director
P.O. Box 9005, Drawer GM03
Bartow, Florida 33830
Ph.: 863.534.6792

7. To the extent applicable, the LUHO shall be subject to the provisions of Section 112.3145, Florida Statutes, insofar as they relate to local officers. Such financial disclosures shall be filed with the Polk County Supervisor of Elections. The failure to comply with the provisions of this Section shall constitute just cause for immediate removal of the LUHO from office, without regard to the notice provision set forth in Section 1 above.

8. The LUHO shall disqualify themselves from a particular case when it reasonably appears that they have a conflict of interest. When the LUHO disqualifies themselves, the case shall be assigned by the County to another LUHO.

9. The Law Firm shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the County.

10. This Agreement shall be construed in accordance with the laws of the State of Florida and venue shall lie in Polk County, Florida or in the Federal Middle District of Florida, Tampa Division, as appropriate. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other covenants, conditions or provisions contained herein.

11. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the County and the LUHO or the Law Firm, other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

12. In providing all services pursuant to this Agreement, the LUHO and the Law Firm shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Law Firm, without regard to the notice provision set forth in Section 1 above.

13. Public Records Law

(a) The Law Firm acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Law Firm further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Law Firm shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Law Firm acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Law Firm does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Law Firm or keep and maintain public records required by the County to perform the service. If the Law Firm transfers all public records to the County upon completion of this Agreement, the Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Law Firm keeps and maintains public records upon completion of this Agreement, the Law Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIASION OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

14. This Agreement contains all of the terms and provisions agreed upon by the parties. Any alterations variations, amendments, waivers, or modifications must be in writing and duly executed by the parties.

15. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed.D., Chairwoman
Board of County Commissioners

Date Signed By County: _____

Reviewed as to form and legal sufficiency:

Mark Miller 12/10/25
County Attorney's Office Date

Wendi E. Baker
Print Name: Wendi E. Baker
Witness #1

Elizabeth C. Hunt
Print Name: ELIZABETH C. HUNT
Witness #2

LUHO:



Print Name: Seth B. Claytor

Date: November 25, 2025

LAW FIRM:

Boswell and Dunlap, LLP, a Florida
limited liability partnership

By: 
Print Name: Seth B. Claytor

Wendi E. Baker
Print Name: Wendi E. Baker
Witness #1

Elizabeth C. Hunt
Print Name: ELIZABETH C. HUNT
Witness #2

Title: Attorney/Partner

7 Date: November 25, 2025

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFI 25-590 PROJECT NAME: Land Use Hearing Officers

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (COUNTY), WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Boswell & Dunlap LLP

<u>[Signature]</u>	<u>Attorney/Partner</u>	<u>November 25, 2025</u>
Signature	Title	Date

STATE OF: FLORIDA

COUNTY OF: POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of November, 2025, by Seth B. Claytor as Attorney/Partner of Boswell & Dunlap LLP, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

[Signature]
Notary Public Signature

 ELIZABETH C. HUNT
Commission # HH 567927
Expires October 28, 2028

Printed Name of Notary Public

Notary Commission Number/Expiration

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Seth B. Claytor, Attorney/Partner, declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Boswell & Dunlap LLP, a Florida limited liability partnership

NONGOVERNMENTAL ENTITY

SIGNATURE

Seth B. Claytor

PRINT NAME

Attorney / Partner

TITLE

November 25, 2025

DATE

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFI 25-590, Land Use Hearing Officers

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 25th day of November, 2025.

ATTEST:  CONTRACTOR: Boswell & Dunlap LLP

By: 
PRINTED NAME: Seth B. Claytor
Its: Attorney/Partner

By: _____
PRINTED NAME: _____
Its: _____

SCRUTINIZED COMPANIES
(Florida Statutes, Section 287.135)

SOLICITATION NO.: RFI 25-590 Bid

PROJECT NAME: Land Use Hearing Officers

The undersigned, as Attorney/Partner of Boswell & Dunlap LLP
(the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a
political subdivision of the State of Florida, by and on behalf of the Contractor in
accordance with the requirements of Florida Statutes, Section 287.135:

- (i) the Contractor is not on the Scrutinized Companies with Activities in Sudan List;
and
- (ii) the Contractor is not on the Scrutinized Companies with Activities in the Iran
Petroleum Energy Sector List
(as both such lists are created pursuant to Florida Statutes, Section 215.473); and
- (iii) the Contractor does not have business operations (as that term is defined in Florida
Statutes, Section 287.135) in Cuba or Syria; and
- (iv) the Contractor was not on either of the foregoing lists or conducting business
operations in Cuba or Syria when it submitted its bid to the County; and
- (v) the Contractor is fully aware of the penalties that may be imposed upon the
Contractor for submitting a false certification to the County regarding the foregoing
matters; and
- (vi) the undersigned is duly authorized to execute this Certification by and on behalf of
the Consultant.

Executed this 25th day of November, 2025.

ATTEST:

By: _____

PRINTED NAME: _____

Its: _____

Boswell & Dunlap LLP
a Florida limited liability partnership

By:  _____

PRINTED NAME: Seth B. Claytor

Its: Attorney/Partner