AGREEMENT

THIS AGREEMENT entered into this <u>12th</u> day of June, 1995, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, a political subdivision of the State of Florida**, hereinafter referred to as "Nassau County", and the **TOWN OF HILLIARD**, hereinafter referred to as "Town".

FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. Nassau County will provide building inspections for the Town on an "as needed" basis. The Town will notify the County Building Official's office to schedule said inspections. All inspections shall be conducted utilizing the 1994 Standard Building Codes, (i.e.: 1994 Standard Mechanical Code, 1994 Standard Plumbing Code, 1994 National Electrical Code).

2. The Town hereby agrees to adopt referenced codes, if it has not already done so, within thirty (30) days of the date of the joint execution of this Agreement, and to continue to be bound by the referenced codes for as long as this Agreement is in full force and effect. If Nassau County adopts any later codes during the term of this Agreement, the Town agrees to adopt the same codes.

3. Nassau County shall not be involved in the enforcement of the codes as a result of an inspection. If there is a violation, the County Inspector may "red-tag" a job, and the enforcement shall be the responsibility of the Town.

4. The Town hereby agrees to hold Nassau County harmless

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from any and all enforcement issues which may arise from the performance of this Agreement. Further, the Town shall be responsible for any and all attorney's fees and costs which may arise from litigation regarding the inspections arising from this Agreement.

5. Nassau County shall attempt to provide said inspections within forty-eight (48) hours of their being requested. Nassau County hereby makes no guarantees or warranties that said inspections shall be made within said time frame.

6. Town shall pay to Nassau County as and for said inspections the sum of twenty dollars (\$20.00) per hour. Said sum shall include, but shall not be limited to, all travel time, and actual inspection time for said inspections.

7. Town shall be invoiced by Nassau County each and every month. Town shall pay said amount to Nassau County within thirty (30) days of their being invoiced. Said invoices shall include the inspector's name, date and time of inspection, travel time, permit or job number, result of said inspection, type of inspection, and physical address of inspection site.

8. This Agreement shall be in full force and effect upon the joint execution of this Agreement until September 30, 1995.

9. This is the entire Agreement. Any additions or modifications to this Agreement shall be in writing and shall be

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executed by all parties.

SIGNED, SEALED, and DELIVERED:

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

HIGGINBOTHAM

ts: Chairman

ATTEST:

T. J. GREESON Its Ex-Officio Clerk

Approved as to form by the Nassau County Attorney

MICHAEL S. MULLIN

DATE EXECUTED by Nassau County: June 12, 1995

TOWN OF HILLIARD

BUCK BUCHANAN Mayor

Council President

ATTEST:

JANINE ORENDER Pown Clerk

Approved as to form by the Attorney for the Town of Hilliard

unus MU. G GRANVILLE C. BURGESS 6/8/95 DATE EXECUTED by Town of Hilliard:___

20/b:hilliard.agm