

**INTERLOCAL AGREEMENT BETWEEN TOWN OF HILLIARD,
FLORIDA AND THE NASSAU COUNTY BOARD OF COUNTY
COMMISSIONERS FOR CODE ENFORCEMENT SPECIAL
MAGISTRATE SERVICES**

THIS INTERLOCAL AGREEMENT is made by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **TOWN OF HILLIARD, FLORIDA**, a municipal corporation (hereinafter referred to as "Town") (hereinafter collectively the "Parties").

RECITALS:

WHEREAS, on August 14, 2000, the Parties entered into an Interlocal Agreement for the use of the Nassau County Code Enforcement Board for the adjudication of Town code enforcement cases; and

WHEREAS, on April 1, 2024, and pursuant to the requirements of Chapter 162, Florida Statutes, the Nassau County Board of County Commissioners dissolved the Nassau County Code Enforcement Board and implemented a Code Enforcement Special Magistrate; and

WHEREAS, the Parties now desire to terminate the Interlocal Agreement dated August 14, 2000, and enter into this Interlocal Agreement thereby setting forth the terms and conditions under which the Nassau County Code Enforcement Special Magistrate may serve as the Code Enforcement Special Magistrate for the Town; and

WHEREAS, this Interlocal Agreement is authorized pursuant to Section 125.01(1)(p), Florida Statutes and Section 163.01, Florida Statutes.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1. RECITALS.

1.1 The above recitals are incorporated into this Interlocal Agreement and are adopted as findings of fact.

SECTION 2. AUTHORITY.

2.1 This Interlocal Agreement is entered into pursuant to the Florida Interlocal Cooperation Act, Section 163.01, Florida Statutes, and pursuant to the constitutional and statutory powers of the County and the Town.

SECTION 3. TOWN'S OBLIGATIONS.

3.1 The Town shall utilize a state certified Code Enforcement Officer for code enforcement within the corporate limits of the Town. The Town Code Enforcement Officer shall maintain a **Code Enforcement Level I Certification** throughout the duration of this Interlocal Agreement.

3.2 The Town's Code Enforcement Officer shall coordinate with the County Manager or designee and the County Attorney or designee in order to schedule any cases before the Code Enforcement Special Magistrate. All meetings shall be held at a regularly scheduled Code Enforcement Special Magistrate hearing.

3.3 The Town shall provide copies of all notices, affidavits, photographs, administrative costs, mailings, postings, draft proposed orders and any other documentation required along with the applicable Town codes (hereinafter "Town Code Case Agenda Packet") to the County Attorney or designee for review prior to placement of the code case onto an agenda for the Code Enforcement Special Magistrate.

3.4 The Town's Code Enforcement Officer or Town Attorney or designee shall present all cases before the Code Enforcement Special Magistrate and shall ensure that copies of the complete Town Code Case Agenda Packet is available for each case at any meeting. The Town's Code Enforcement Officer, Town Attorney or designee shall follow the procedures set forth by the Code Enforcement Special Magistrate, Chapter 162, Florida Statutes, and the Town Code of Ordinances.

3.5 All decisions and Orders of the Code Enforcement Special Magistrate shall be final and the Town shall be bound by all decisions and Orders of the Code Enforcement Special Magistrate.

3.6 The Town understands that the County has contracted with the Code Enforcement Special Magistrate and that current compensation under that contract is at the hourly rate of \$300.00. The Town agrees that it shall be responsible for and shall pay all costs charged by the Code Enforcement

Special Magistrate to hear Town Code Cases. In the event that the Town disagrees with the costs charged by the Code Enforcement Special Magistrate, the Town's sole remedy shall be to pay said costs in full and then terminate this Interlocal Agreement.

3.7 The Town in its sole discretion shall record any Code Enforcement Special Magistrate Orders in the Official Records of the Clerk of Court pursuant to the requirements of Chapter 162, Florida Statutes. All costs for recording shall be borne by the Town.

3.8 The Town shall be responsible for and shall bear all costs for any appeal filed by an owner/respondent in regard to any Town Code Case, including, but not limited to, filing costs and attorney fees for said appeal.

SECTION 4. COUNTY'S OBLIGATIONS.

4.1 Upon receipt and approval of the Town Code Case Agenda Packet by the County Manager or designee and the County Attorney or designee, the County shall schedule the case for the next available Code Enforcement Special Magistrate Hearing and shall ensure that the Town Code Case Agenda Packet as submitted to the County is entered into the County agenda software.

4.2 Pursuant to Section 3.6 hereinabove, the County shall ensure that the Code Enforcement Special Magistrate itemizes all billing to reflect the costs incurred specifically for Town Code Cases and shall ensure that the Town receives the billing in order for the Town to make payment. Notwithstanding the foregoing, the County shall not be responsible in any way for payment of the Code Enforcement Special Magistrate costs related to a Town Code Case.

SECTION 5. TERM.

5.1 This Interlocal Agreement shall commence and be effective upon its approval and execution by the elected bodies of both the County and the Town and filing with the Clerk of the Circuit Court in and for Nassau County, Florida. This Interlocal Agreement shall initially be in effect for **ten (10)** years unless terminated or amended as described in Section 6. Termination/Revision of Agreement.

SECTION 6. TERMINATION/AMENDMENTS TO INTERLOCAL AGREEMENT.

6.1 This Interlocal Agreement may be terminated by either Party upon written notice of termination to the other Party at least thirty (30) days prior to the date of such termination.

6.2 Either Party may request that this Interlocal Agreement be amended. Such requests must be placed in writing and address the reason for the revision as well as provide proposed revised language. In order to be deemed effective, the amendment must be approved by both respective

governing bodies, signed both either the Chair of the County or the County Manager, as directed by the Board, and the Town, and filed with the Clerk of the Circuit Court in and for Nassau County, Florida. This section does not apply to any changes made to the person to whom notices shall be mailed as set forth in Section 7 herein.

SECTION 7. NOTIFICATION.

7.1 Any required notice to be provided by either Party to this Interlocal Agreement shall be delivered to the other Party's representative at the following locations:

COUNTY:

Taco Pope, County Manager
96135 Nassau Place, Suite 1
Yulee, Florida 32097

Denise May, County Attorney
96135 Nassau Place, Suite 6
Yulee, Florida 32097

TOWN:

Lisa Purvis, Town Clerk
15859 West County Road 108
Hilliard, Florida 32046

Christian Waugh, Town Attorney
Waugh PLLC
201 E. Pine Street, Suite 315
Orlando, FL 32801

7.2 Any notice to be sent to either Party under the provisions of this Interlocal Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first-class U.S. mail, or by nationally recognized overnight courier to the last known address of the Party with appropriate copies as set forth above. A mailing is deemed received at the time of hand delivery or five (5) days after mailing. Either Party may unilaterally change the person to whom a mailing is to be sent to or the address of said person by giving notice to the other Party as provided for herein. Any change of the person to whom a mailing is to be sent shall be provided to the other party in writing and further shall provide the effective date of said change.

SECTION 8. AUDITING, RECORDS AND INSPECTION.

8.1 In the performance of this Interlocal Agreement, the Town and the County shall keep books, records, and accounts of all activities, related to the Interlocal Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as

set forth in Rule 691-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Interlocal Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by each Party for a period of five (5) years after termination of this Interlocal Agreement. All books, records, and accounts related to the performance of this Interlocal Agreement shall be subject to the applicable provisions of Chapter 119 and section 401.30, Florida Statutes.

8.2 No reports, data, programs or other materials produced by a Party, in whole or in part, for the benefit and use of either Party under this Interlocal Agreement shall be subject to copyright by the either Party in the United States or any other country.

8.3 The Parties agree to comply with the requirements of Florida's Public Records Law and public records request made in accordance with Section 119.07, Florida Statutes.

SECTION 9. JURISDICTION, VENUE AND CHOICE OF LAW.

9.1 All questions pertaining to the validity and interpretations of this Interlocal Agreement shall be determined in accordance with the Laws of the State of Florida. Any legal action by either Party against the other concerning this Interlocal Agreement shall be filed in a court having jurisdiction in Nassau County, Florida, which shall be deemed the proper venue for any action arising out of or through this Interlocal Agreement. The parties waive trial by jury for any dispute or action that arises out of this Interlocal Agreement. This waiver is knowingly, willingly and voluntarily made by the parties, and the parties hereby represent that no representations of fact or opinion have been made by any person or entity to induce this waiver of trial by jury or to in anyway modify or nullify its effect. This provision is a material term for the parties entering into this Interlocal Agreement. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver of jury trial. The parties further represent and warrants that they have been represented in the signing of this Interlocal Agreement and in the making of this waiver by independent legal counsel of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

SECTION 10. ATTORNEY'S FEES AND COSTS.

10.1 In the event of any litigation between the parties arising out of this Interlocal Agreement, each party will bear its own attorney's fees and costs.

SECTION 11. SEVERABILITY.

11.1 If any section, paragraph, sentence, clause, phrase, or word of this Interlocal Agreement, is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Interlocal Agreement. The remainder of this Interlocal Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.

SECTION 12. INDEMNIFICATION/HOLD HARMLESS.

12.1 The Town shall indemnify and hold harmless the County and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Interlocal Agreement, where such claim, damage, loss, or expense is caused in whole or in part by the act or omission of the Town, or anyone directly or indirectly employed by the Town or anyone whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. No indemnification or requirement to hold harmless the County pursuant hereto shall exceed \$200,000 per person per accident or \$300,000 arising out of the same occurrence or incident. The Town shall not be required to indemnify or hold harmless the County to the extent that the County is negligent or intentionally causes or omits to act, thereby causing claims, damages, bodily injuries (including death), losses, or expenses.

12.2 County shall indemnify and hold harmless the Town and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees arising out of or resulting from any services provided pursuant to this Interlocal Agreement, where such claim, damage, loss, expense is caused, in whole or part, by the act or omission of County, or anyone directly or indirectly employed by County, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. No indemnification or requirement to hold harmless the Town pursuant hereto shall exceed \$200,000 per person per accident or \$300,000 arising out of the same occurrence or incident. The County shall not be required to indemnify or hold harmless the Town to the extent that Town is negligent or intentionally causes or omits to act, thereby causing claims, damages, bodily injuries (including death), losses, or expenses.

12.3 Each Party agrees it shall bear responsibility for any injury or loss caused by its agents,

representatives, officials, employees or volunteers (hereinafter "agents") including when such agents are acting outside their jurisdiction.

12.4 In agreeing to this provision, neither party intends to waive any defense or limit of sovereign immunity or limits to damages to which it may be entitled under section 768.28, Florida Statutes, as that section may be amended from time to time, or as otherwise provided by law. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of any contract. The Parties acknowledge that specific consideration has been exchanged for this provision.

SECTION 13. INDEPENDENT CONTRACTORS.

13.1 It is specifically understood and agreed to by and between the Parties that a material provision in this Interlocal Agreement is that the relationship between the County and the Town is one in which each Party and its employees are independent contractors of the other Party, and not acting as agents, employees, joint venturers, or other partners and neither Party is entitled to any benefits of the other Party. Nothing contained herein shall be construed to be inconsistent with this relationship or status.

SECTION 14. ASSIGNMENT.

14.1 Neither the County nor the Town, its assigns or representatives, shall enter into any agreement with third parties to delegate any or all of the rights and responsibilities herein set forth without the prior written approval of the other party's governing body.

SECTION 15. ENTIRE AGREEMENT.

15.1 This Interlocal Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire agreement between the Parties. This Interlocal Agreement shall not be modified except in writing and executed by all Parties or as otherwise allowed under the terms of this Interlocal Agreement.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed by its duly authorized representatives, effective as of the last date below.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

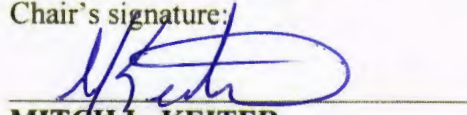


By: A.M. "HUPP" HUPPMANN

Its: CHAIR

Date: JUL 14 2025

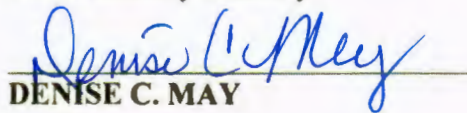
Attest as to authenticity of the
Chair's signature:



MITCH L. KEITER

Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney



DENISE C. MAY

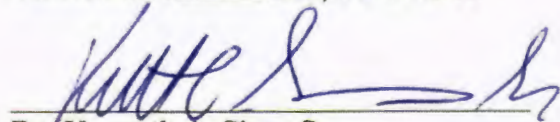
ATTEST:



LISA PURVIS

Its: Town Clerk

TOWN OF HILLIARD, FLORIDA

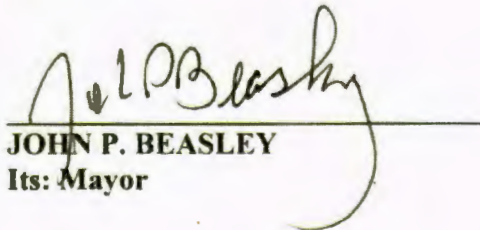


By: Kenneth A. Sims, Sr.

Its: Council President

Date: JUN 05 2025

APPROVED:



JOHN P. BEASLEY

Its: Mayor