INTERLOCAL AGREEMENT

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THIS AGREEMENT entered into this <u>14th</u> day of <u>August</u>, 2000, 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:

- Town of Hilliard will utilize a state certified Code Enforcement Officer for code enforcement within the corporate limits of Hilliard.
- 2. The Nassau County Code Enforcement Board shall hear any and all cases pursuant to citations issued by the Town's Code Enforcement Officer.
- The Nassau County Code Enforcement Board shall hear the cases at their regularly scheduled board meetings.
- 4. The Town shall provide copies of the applicable codes to each member of the Code Enforcement Board and the Attorney for the Board. A copy of the codes shall be provided within ten (10) days of the joint execution of this Agreement.

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- 5. The Code Enforcement Officer of the Town of Hilliard shall present all cases before the Code Enforcement Board. The Town's Code Enforcement Officer shall follow the procedures as provided by the Chairman of the Code Enforcement Board and the Attorney. The Code Enforcement Officer of the Town of Hylliard chall obtain a Code Enforcement Level TF certification within six (6) months of the date of this Agreement.
- 6. The Code Enforcement Officer of the Town shall meet with the County Attorney and the Director of Public Works or his designee prior to scheduling any cases before the Code Enforcement Board pursuant to this Agreement.
- 7. The Town shall also provide the Code Enforcement Board with the Town's administrative costs as set forth in Florida Statutes.
- All citations and notices shall be on forms approved by the Nassau County Code Enforcement Board.
- 9. All decisions of the Code Enforcement Board shall be final as to the citation subject to the availability of proceedings in Circuit Court.

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- 10. The Town, pursuant to this Agreement, authorizes the filing of any liens and the foreclosure of any liens pursuant to State Statute.
- 11. The Code Enforcement Officer shall be bound by the decisions and direction of the Code Enforcement Board.
- 12. The amounts necessary for recording of liens or foreclosure of liens shall be the responsibility of the Town of Hilliard.
- 13. This Agreement may be terminated by either party by provided thirty (30) days written notice.
- 14. This Agreement shall be in full force and effect upon the joint execution of this Agreement until terminated by either party
- 15. This is the entire Agreement. Any additions or modifications to this Agreement shall be in writing and shall be executed by all parties.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

NICK D. DEONAS Its: Chairman

ATTEST:

J. M. "CATP" OXZEY JR.

Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney. MICHAEL S. JULLIN

TOWN OF HILLIARD

DAVID BUCHANAN Its: Mayor

ATTEST: LISA PURVIS

Its: Town Clerk

Approved as to form by the Town Attorney:

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ROBERT L. PETERS Its: Town Attorney

TOWN OF HILLIARD CONTRACT FOR SERVICES

TITLE: Code Enforcement Officer

GENERAL DESCRIPTION:

Technical work in the enforcement of Town codes of ordinances. Work is performed under the general supervision of the Town Clerk.

ESSENTIAL JOB FUNCTIONS:

- 1. Enforce the Town's Ordinance within the confines of the Town Limits.
- 2. Responds to a wide variety of calls and complaints involving municipal violations of the law.
- 3. Resolves violations through voluntary compliance or, when not possible, sets in motion the criminal justice process by way of the initiation of a complaint through the Code Enforcement Board.
- 4. Issues citations. Conducts research to determine necessary facts.
- 5. Answers phone calls and provides information to the public.
- 6. Provides testimony in code violation matters.
- 7. Keeps records and makes reports of activities and cases filed or forwarded for filing.
- 8. Removes illegal signs from Town right-of-ways.
- 9. Prepares list of violators and presents cases for Code Enforcement Board.

(These essential job functions are not to be construed as a complete statement of all duties performed. Contractor will be required to perform other job related marginal duties as required.)

MINIMUM ACCEPTABLE QUALIFICATIONS:

KNOWLEDGE, ABILITIES AND SKILLS:

- Knowledge of the Code of ordinances of the Town.
- Knowledge of the Town's rules, regulations, policies and procedures as well as relevant training programs and content.
- Knowledge of the geography of the Town, proximate incorporated areas and the Town's street network.
- Ability to understand and carry out moderately complex oral and written instructions.
- Ability to enforce ordinances with firmness, tact and impartiality and to deal courteously with the general public.
- Ability to keep records and make report from such records.

Contract for Services Code Enforcement Officer Page 2

EDUCATION AND EXPERIENCE

- High school graduation or possession of an acceptable equivalency diploma.
- Two (2) years experience in dealing with the public in similar enforcement functions.

(A comparable amount of training, education or experience may be substituted for the above minimum qualifications.)

LICENSES, CERTIFICATIONS OR REGISTRATIONS:

- Level I Fundamentals of Code Enforcement through the Florida Association of Code Enforcement Certification Program.
- Level II Administrative Aspects of Code Enforcement through the Florida Association of Code Enforcement Certification Program.
- Valid Florida Drivers License.

(Officer will be allowed up to six months to complete Level's of Certification.)

ESSENTIAL PHYSICAL SKILLS:

- Acceptable eyesight (with or without correction).
- Acceptable hearing (with or without correction).
- Ability to communicate both orally and in writing.
- Lift (up to 15 pounds) lifting and carrying.
- Walking, standing, bending, stooping.
- Driving.

ENVIRONMENTAL CONDITIONS:

• Works inside and out-of-doors in various weather conditions with slippery and uneven surfaces, heights.

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)