Return recorded document to:
Hipolito Cruz, Jr., Director
Building Code Division
2307 West Broward Boulevard, Suite 300
Fort Lauderdale, Florida 33312

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

SECOND AMENDMENT TO
INTERLOCAL AGREEMENT FOR
PLAN REVIEW AND PERMIT INSPECTION SERVICES RELATING TO
ZONING APPROVAL AND CODE ENFORCEMENT TO BE PERFORMED
BY THE BROWARD COUNTY BUILDING CODE DIVISION (f/k/a BUILDING CODE
SERVICES DIVISION), OF THE RESILIENT ENVIRONMENT DEPARTMENT (f/k/a
ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT)

This Second Amendment to Interlocal Agreement is made and entered into between: Broward County, a political subdivision of the state of Florida, hereinafter referred to as "County,"

and

Village of Lazy Lake, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "Village" (collectively referred to as the "Parties").

A.   Village and County entered into that certain Interlocal Agreement dated February 27, 2018 ("Agreement"), pursuant to Section 163.01, Florida Statutes, also known as the "Florida Intergovernmental Cooperation Act of 1969", whereby Village procured the services of County for the performance of plan review and permit inspection services relating to zoning approval and code enforcement of Village's Zoning Code within the municipal boundaries of Village.

B.   The Agreement provides for the services to be performed by County through the Building Code Division ("BCD") of the Resilient Environment Department.

C.   The Parties entered into a First Amendment to Agreement, which was recorded on September 14, 2021, in the public records of Broward County, that provides for code enforcement citations and hearings be brought before County's Hearing Officer/Special Master ("First Amendment"). The term "Agreement" shall be deemed to refer to the Agreement, as amended by the First Amendment.

D.   The Agreement expired on September 30, 2022.

E.   The Parties are desirous of amending the Agreement to retroactively extend its termination date for an additional five (5) year term and to clarify that Village is paying to the County upfront administrative costs for code enforcement and is therefore entitled to any administrative costs collected as a result of an order entered by the County Hearing Officer/Special Master pursuant to the terms of the Agreement.

Now, therefore, in consideration of the mutual covenants, promises, and representations herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows (words stricken through are deletions from existing text and words underlined are additions to existing text):

1.   The Recitals contained above are true and correct, form a material part of this Second Amendment upon which the Parties have relied, and are incorporated by reference.

2.   Paragraph 1.6 of the Agreement is hereby amended to read as follows:

1.6   Village and County agree that a lien arising from a fine imposed or corrective action performed as a result of an order of the County Hearing Officer/Special Master for enforcement cases shall run in favor of County, and that County may execute a satisfaction or release of the lien entered. However, any portion of the fine that is meant to cover all costs incurred in enforcing the applicable code(s) (administrative costs) shall run in favor of the Village, and County agrees to recommend to the Hearing Officer/Special Master that the applicable administrative costs be imposed in the order. Moreover, Village and County agree that County shall be entitled to collect all costs incurred in recording and satisfying a valid lien and shall remit any administrative costs collected to the Village. Administrative costs shall not include the cost of remediation or corrective action.

3.   Paragraph 4.1 of the Agreement is hereby amended to read as follows:

4.1   This Agreement shall commence on October 1, 2017, and shall continue in full force and effect until midnight ~~September 30, 2022~~ September 30, 2027.

4.   Except as amended herein, all of the terms, conditions, and provisions of the Agreement shall remain in full force and effect.

5.   In the event of any conflict of ambiguity by and between the terms and provisions of this Second Amendment and the Agreement or its First

Amendment, the terms and provisions of this Second Amendment shall control to the extent of any such conflict.

6.   This Second Amendment shall be recorded in the public records of Broward County at Village's expense.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Interlocal Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2022; the Village of Lazy Lake, signing by and through its _____, duly authorized to execute same.

<div align="right">County</div>

ATTEST:

_____
County Administrator and ex
officio Clerk of the
Board of County Commissioners
of Broward County, Florida

Broward County, through its
Board of County Commissioners

By_____
                    Mayor

____ day of _____, 2022

Approved as to form by
Andrew J. Meyers, Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
          Maite Azcoitia
          Deputy County Attorney

____ day of _____, 2022

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR PLAN REVIEW AND PERMIT INSPECTION SERVICES RELATING TO ZONING APPROVAL AND CODE ENFORCEMENT TO BE PERFORMED BY THE BROWARD COUNTY BUILDING CODE DIVISION (f/k/a BUILDING CODE SERVICES DIVISION), OF THE RESILIENT ENVIRONMENT DEPARTMENT (f/k/a ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT)

Village

Village of Lazy Lake

Attest:

By_____
            Mayor, Richard Willard

_____
Tedra Allen   _____ day of _____, 20__
Administrative Assistant

Approved as to form:

By _____
            Pamala H. Ryan
            Village Attorney

_____ day of _____, 20__