

Return recorded document to:
Hipolito Cruz, Jr., Director
Building Code Services Division
1 North University Drive
Plantation, Florida 33324

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

**INTERLOCAL AGREEMENT FOR
FULL SERVICE/COUNTY'S PERMIT COUNTER
BUILDING CODE SERVICES TO BE PERFORMED BY THE
BROWARD COUNTY BUILDING CODE SERVICES DIVISION
OF THE ENVIRONMENTAL PROTECTION
AND GROWTH MANAGEMENT DEPARTMENT**

This is an Interlocal Agreement, made and entered into by and 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."

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida
Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, COUNTY maintains an Environmental Protection and Growth
Management Department, which includes a Building Code Services Division ("BCSD") that
conducts building official, plan review, permit inspections, code enforcement, and other
services relating to building; and

WHEREAS, VILLAGE is desirous of procuring from the COUNTY Full Service
Building Code Services from the County's Permit Counter for building projects within the
municipal boundaries of the VILLAGE ("Services"); and

WHEREAS, COUNTY, through BCSD, is willing to perform such Services pursuant
to the terms and conditions hereafter set forth; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and
payments hereinafter set forth, COUNTY and VILLAGE agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

1.1. VILLAGE agrees to transfer to COUNTY the authority to perform Services in accordance with the terms herein.

1.2. COUNTY shall perform the Services through its BCSD, or any successor division as may be designated by the County Administrator.

1.3 Applicants deal directly with COUNTY staff, at COUNTY facilities, for permit issuance. All permit clerical, inspection, plan review and Building Official functions will be performed by COUNTY staff.

1.4 COUNTY will prioritize and respond to additional services requested such as emergency, intermittent, unplanned or limited, contingent on the availability of resources. Requests for service shall be delivered to BCSD no later than 3:30 P.M. the business day prior to the date requested.

1.5 All permit issuance activities will be performed by COUNTY staff on software applications provided by the COUNTY.

1.6 Software application will allow to: apply for a permit on line; view and track permit data; schedule and cancel inspection; submit electronic plans; pay for permit via credit card (using the County's e-payment system) at time of application; pay for re-inspection, if required, via credit card (using the County's e-payment system).

1.7 The COUNTY will retain permit records for the VILLAGE.

1.8 Vehicles, cellular telephones, uniforms, and reference materials will be provided for the COUNTY's inspectors, plan reviewers, and Building Official by the COUNTY.

1.9 Inspections will be performed within twenty four (24) hours of request. Inspection request must be made no later than 3:30 p.m. Plan review turn around will be based on a fifteen (15) day cycle. COUNTY staff will be available to respond to permit holder questions and requests from 7:30 a.m. to 4:30 p.m., Monday through Friday.

ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY

2.1 It is specifically understood and agreed that all rights and powers as may be vested in the VILLAGE pursuant to Chapter 166, Florida Statutes, or any other law or ordinance or Charter provision of the VILLAGE not specifically addressed by this Agreement, shall be retained by VILLAGE. It is further understood and agreed that this Agreement is not intended to address any of the functions listed below:

Engineering
Water Management
Drainage Districts
Traffic Engineering
Natural Resource Protection
Health Department
Fire Protection

2.2 In the event VILLAGE desires to have COUNTY provide any of the above functions, a separate agreement shall be required between VILLAGE and COUNTY.

ARTICLE 3 - COMPENSATION

3.1 Permits shall be issued in accordance with the fees charged pursuant to Chapter 40, Part VI, Broward County Administrative Code, as such fees may be amended from time to time. These fees shall be retained by COUNTY.

3.2 COUNTY, at the VILLAGE's request, shall assess a ten percent (10%) surcharge on all permit fees collected on behalf of the VILLAGE for costs related to building permit activities provided by the COUNTY. COUNTY shall remit to the VILLAGE the assessment within 30 days of collection.

ARTICLE 4 - TERM OF AGREEMENT

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

4.2 This Agreement shall remain in full force and effect through the termination date set forth above, or any extended termination date, unless written notice of termination by the COUNTY or the VILLAGE is provided pursuant to Article 8, NOTICES.

ARTICLE 5 - GOVERNMENTAL IMMUNITY

VILLAGE is a state agency as defined in Chapter 768.28, Florida Statutes, and COUNTY is a political subdivision of the State of Florida. Each agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6 - INSURANCE

COUNTY is self insured in accordance with provisions set forth within Section 768.28, Florida Statutes.

ARTICLE 7 - TERMINATION

This Agreement may be terminated by either party upon ninety (90) days written notice to the other party of such termination pursuant to Article 8, NOTICES, herein.

ARTICLE 8 - NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

TO COUNTY:

Director, Broward County Building Code Services Division
1 North University Drive
Plantation, Florida 33324

With copy to:

County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

TO VILLAGE:

Lazy Lakes Village Code Enforcement Officer
2250 Lazy Lane
Lazy Lakes, Florida 33305

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 **ASSIGNMENT:** COUNTY shall perform the selected Services provided for in this Agreement exclusively and solely for the VILLAGE, which is a party to this Agreement. Neither party shall have the right to assign this Agreement.

9.2 **WAIVER:** The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

9.3 SEVERABILITY: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

9.4 ENTIRE AGREEMENT: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9.5 INDEPENDENT CONTRACTOR: COUNTY is an independent contractor under this Agreement. Services provided by COUNTY pursuant to this Agreement shall be subject to the supervision of COUNTY. In providing such services, neither COUNTY nor its agents shall act as officers, employees, or agents of the VILLAGE. This Agreement shall not constitute or make the parties a partnership or joint venture.

9.6 MODIFICATION: It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Amendments extending the term of this Agreement pursuant to Article 4 may be approved by the County Administrator.

9.7 CHOICE OF LAW; WAIVER OF JURY TRIAL: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

9.8 DRAFTING: This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

9.9 RECORDING: This Agreement shall be recorded in the public records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement Between COUNTY and VILLAGE for Services to be Performed by the Broward County Building Code Services Division of the Environmental Protection and Growth Management Department 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 _____, 20____ and the VILLAGE, signing by and through its _____, authorized to execute same by Commission action on the 17 day of October, 2017.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of Broward
County, Florida

By _____
Mayor
____ day of _____, 20 ____

Approved as to form
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By  1/23/18
Maite Azcoitia
Deputy County Attorney

INTERLOCAL AGREEMENT FOR FULL SERVICE BUILDING CODE SERVICES FROM THE COUNTY'S PERMIT COUNTER TO BE PERFORMED BY THE BROWARD COUNTY BUILDING CODE SERVICES DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT.

VILLAGE

VILLAGE OF LAZY LAKE

Attest:



VILLAGE Clerk
Administrative Asst

By 

Mayor-Commissioner

16th day of Jan, 2018

By _____
VILLAGE Administrator

____ day of _____, 20__

APPROVED AS TO FORM:

By 

VILLAGE Attorney