

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

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**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 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 plan review and permit inspection services relating to zoning approval and code  
enforcement of zoning related violations; and

WHEREAS, VILLAGE is desirous of procuring the services of COUNTY for the  
performance of plan review and permit inspection services relating to zoning approval and  
code enforcement of the VILLAGE's Zoning Code within the municipal boundaries of  
VILLAGE; 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:

1. SCOPE OF SERVICES:

- 1.1 VILLAGE agrees to transfer to COUNTY the authority to perform zoning and landscaping plan review and permit inspection services relating to zoning approval pursuant to the VILLAGE Zoning Code ("Services").
- 1.2 VILLAGE agrees to transfer to COUNTY the authority to perform code enforcement functions including inspections and administrative support for preparation of case files for presentation to VILLAGE Code Enforcement Board or Hearing Officer/Special Master for enforcement cases ("Services"). Code enforcement functions, however, shall be performed by COUNTY solely on a referral basis from VILLAGE. COUNTY shall not be responsible for patrolling VILLAGE or initiating code enforcement violations.
- 1.3 COUNTY shall perform the Services through BCSD, or any successor division as may be designated by the County Administrator.
- 1.4 Additional services may be provided to VILLAGE upon notice, in writing, to the Director of BCSD, subject to the availability of inspectors to perform such services. VILLAGE shall compensate COUNTY for such additional services in accordance with Section 3, COMPENSATION.
- 1.5 VILLAGE and COUNTY agree that "code enforcement" as defined herein, includes inspections, plan review and permits relating to inspections for zoning approval, issuance of citations, notices of violations, and notices of hearings. Citations and hearings shall be brought before the VILLAGE's Hearing Officer/Special Master.

2. FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY:

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 transferred to COUNTY hereunder 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

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

3. COMPENSATION:

- 3.1. For Services requested in Schedule A, COUNTY shall provide services set forth above at the rate of Ninety-one and 98/100 Dollars (\$91.98) for plan review and Eighty and 75/100 Dollars (\$80.75) per hour for inspection and code enforcement services. Overtime, when approved by the VILLAGE, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes.
- 3.2. All costs shall be properly documented and said documentation provided to the VILLAGE with the monthly invoices. COUNTY shall invoice VILLAGE on a monthly basis for the Services requested in Schedule A by VILLAGE for the preceding month. VILLAGE shall reimburse COUNTY within thirty (30) days of the date of the invoice. Any sums paid to the COUNTY are non-refundable to the VILLAGE.
- 3.3. The amounts set forth above shall be adjusted annually by the COUNTY by an amount not to exceed five percent (5%) to address increases in operating and labor costs. Notwithstanding the foregoing, COUNTY may also adjust the amounts set forth above by amounts exceeding five percent (5%) in order to address natural disasters and other unforeseen events and circumstances. No later than May 1<sup>st</sup> of each year, COUNTY shall provide VILLAGE with notice of anticipated increases, if any. Any increases shall take effect on October 1<sup>st</sup>, following the May 1<sup>st</sup> notification.

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, 20122.
- 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 Section 6, NOTICES.

5. TERMINATION:

This Agreement may be terminated by either party upon ninety (90) days written notice to the other party of such termination pursuant to Section 6, NOTICES, herein.

6. **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 prepared, 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 Lake, Florida 33305

7. **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.

8. **INSURANCE:**

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

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. **Modifications**: 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 Section 4 may be approved by the County Administrator.
- 9.6. **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.
- 9.7. **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. **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.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement Between COUNTY and VILLAGE for selected 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 Mayor, duly 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  
Broward County, Florida  
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 BETWEEN BROWARD COUNTY AND VILLAGE OF LAZY LAKE FOR PLAN REVIEW AND PERMIT INSPECTION SERVICES RELATING TO ZONING APPROVAL AND CODE ENFORCEMENT 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 Aide


By   
\_\_\_\_\_  
Mayor-Commissioner

16<sup>th</sup> day of Jan, 2018

By \_\_\_\_\_  
VILLAGE Administrator

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

APPROVED AS TO FORM:

By   
\_\_\_\_\_  
VILLAGE Attorney