

Return recorded document to:
Susan Pierce, Director
Permitting, Licensing and Consumer
Protection Division
1 North University Drive, Bldg B, #302
Plantation, FL 33324

Document prepared by:
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Broward County Office of the County Attorney
115 S Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

SECOND AMENDMENT
to
INTERLOCAL AGREEMENT
between
BROWARD COUNTY
and
CITY OF HALLANDALE BEACH
for

**BUILDING CODE SERVICES TO BE PERFORMED BY THE BROWARD COUNTY
PERMITTING, LICENSING AND CONSUMER PROTECTION DIVISION OF THE
ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT**

This is a Second Amendment to that certain Agreement described herein, made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF HALLANDALE BEACH, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "CITY."

WHEREAS, on September 16, 2009, COUNTY and CITY entered into an Interlocal Agreement for Building Code Services, hereafter referred to as "Agreement." Said Agreement is recorded at Official Records Book 46526, Page 1527, of the Public Records of Broward County, Florida; and

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

WHEREAS, on September 30, 2011, COUNTY and CITY entered into a First Amendment to the Agreement. Said First Amendment is recorded at Official Records Book 48215, Page 550, of the Public Records of Broward County, Florida; and

WHEREAS, pursuant to Section 4.1 of the Agreement, the Agreement expires on December 31, 2011; and

WHEREAS, CITY has requested that the Agreement be extended until June 30, 2012; and

WHEREAS, Section 9.6 of the Agreement authorizes the County Administrator to approve amendments extending the term of the Agreement; and

WHEREAS, COUNTY, through its Permitting, Licensing and Consumer Protection Division ("PLCPD"), is willing to extend the term of the Agreement until June 30, 2012, as hereafter set forth; NOW THEREFORE,

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

1. The foregoing recitals and representations are true and correct and by this reference hereto are incorporated herein and made a part hereof.
2. The term of the Agreement pursuant to Section 4.1 shall be extended to June 30, 2012.
3. Except as specifically set forth herein, all of the terms and conditions contained within the Agreement shall remain in full force and effect and are incorporated herein by reference.
4. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and 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 document that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
5. Each individual executing this Second Amendment on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Amendment, duly authorized by all necessary and appropriate action to execute this Second Amendment on behalf of such party and does so with full legal authority.
6. This Second Amendment shall be effective upon recordation 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 Second Amendment: BROWARD COUNTY through its County Administrator, duly authorized to execute same, and CITY OF HALLANDALE BEACH, signing by and through its _____, duly authorized to execute same.

COUNTY:

BROWARD COUNTY

By _____
County Administrator
____ day of _____, 20__

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney
____ day of _____, 20__

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR BUILDING CODE SERVICES TO BE PERFORMED BY THE BROWARD COUNTY PERMITTING, LICENSING AND CONSUMER PROTECTION DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

CITY

CITY OF HALLANDALE BEACH

Attest:

City Clerk

By _____
Mayor-Commissioner

____ day of _____, 20__

By _____
City Manager

____ day of _____, 20__

APPROVED AS TO FORM:

By _____
City Attorney

JEN/
12/7/11
HallandaleBeach.2ndAmend.BldgServ
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