

**SECOND AMENDMENT TO
AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN
BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT
AND MARION COUNTY**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT is entered into this ___ day of _____, 2024 (“**Second Amendment**”), by and between the **BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT** (“**District**”) and **MARION COUNTY**, a political subdivision of the State of Florida, acting by and through its County Commission (“**County**”).

Recitals

1. On May 4, 2004 the District and the County entered into Interlocal Agreement Between Bay Laurel Center Community Development District and Marion County, as amended and restated by that certain Amended and Restated Interlocal Agreement dated July 19, 2016 and by the First Amendment to Amended and Restated Interlocal Agreement dated March 1, 2022 (“**Interlocal Agreement**”).

2. The District is a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes* (2024) (“**Act**”).

3. Districts created pursuant to the Act are authorized by the Act to acquire, construct, own, maintain, repair, replace and operate water supply, treatment and distribution facilities, sewer collection, treatment and disposal facilities, and reclaimed water treatment and distribution facilities or any combination thereof (collectively, “**Utility Systems**”).

4. The District provides water, sewer and reclaimed water services from the District’s Utility Systems (“**Utility Services**”) to developed areas within the OTOW Utility Service Area (as defined in the Interlocal Agreement), which includes those areas that are currently being provided Utility Services by the District or reasonably anticipated to be provided Utility Services by the District in the future as development occurs.

5. Section 163.01, *Florida Statutes* (2024) authorizes local governments to enter into interlocal agreements for a joint exercise of power, and authorizes one party to an interlocal agreement to provide all of the services set forth in the agreement in the manner provided by the agreement.

6. The District and the County have determined that the provision of Utility Services by the District to residents of Marion County outside of the District’s boundaries and within the OTOW Utility Service Area will allow for the effective and efficient provision of Utility Services to the areas within the OTOW Utility Service Area.

7. This Second Amendment amends the Interlocal Agreement as further set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Recitals.** The above recitals Nos. 1 through 7 are hereby incorporated into this Second Amendment.

2. **Authority.** This Second Amendment is entered into pursuant to the authority set forth in Chapters 163 and 190, *Florida Statutes* (2024).

3. **Amended OTOW Utility Service Area.** Exhibit “1” of the Interlocal Agreement is hereby deleted in its entirety and replaced with Exhibit “1” attached hereto and incorporated herein by reference.

4. **Conflict.** In the event of a conflict between any provision contained in this Second Amendment and any provision contained in the Interlocal Agreement, the terms contained in this Second Amendment shall control and govern the parties and their respective rights and duties.

5. **Ratification.** Except as specifically amended by this Second Amendment, the Interlocal Agreement shall remain unchanged and in full force and effect, and all other provisions of the Interlocal Agreement are hereby restated, ratified and reaffirmed in their entirety.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the date first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

**BOARD OF COUNTY COMMISSION OF
MARION COUNTY, FLORIDA**

ATTEST:


Gregory C. Harrell, Clerk

By: _____
Michelle Stone, Chairwoman

For Use of Marion County Only, Approved as
to Form

Matthew G. Minter, County Attorney

ATTEST:

By: 
Print name: George S. Flind
Title: Secretary

**BAY LAUREL CENTER
COMMUNITY DEVELOPMENT
DISTRICT**


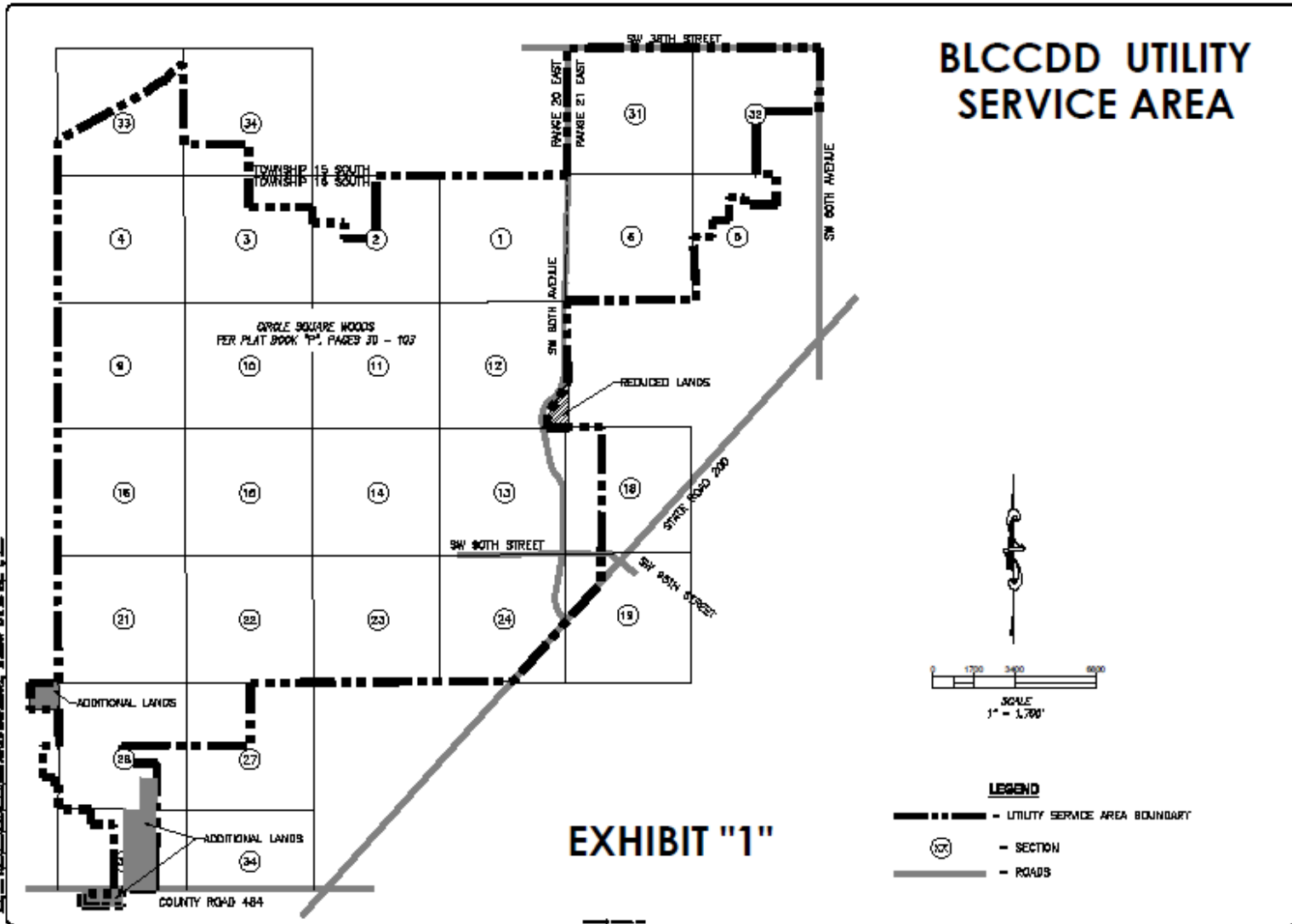
By: 
Print Name: Kenneth D. Cole
Title: Chairman

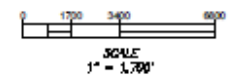
EXHIBIT "1"
OTOW UTILITY SERVICE AREA



BLCDD UTILITY SERVICE AREA

EXHIBIT "1"

- LEGEND**
- UTILITY SERVICE AREA BOUNDARY
 - SECTION
 - ROADS



DATE	DRAWN	CHECKED	DATE	SCALE	BY	NO.	
BLCDD UTILITY SERVICE AREA							
<small>DO NOT SCALE FROM THIS DRAWING</small>							
<small>DATE PLOTTED: 08/19/2024</small>							
<small>BY: J. M. F.</small>							