

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MARGATE FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION BY BROWARD COUNTY OF THE CITY OF MARGATE'S STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM FOR THE STATE OF FLORIDA'S FISCAL YEARS 2019-2020, 2020-2021, AND 2021-2022

This First Amendment ("First Amendment") to the Agreement (as defined below) is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Margate, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

RECITALS

- A. On May 7, 2019, the Parties entered into the Interlocal Agreement between Broward County and City of Margate for Preparation, Implementation, and Administration by Broward County of the City of Margate's State Housing Initiatives Partnership (SHIP) Program for the State of Florida's Fiscal Years 2019-2020, 2020-2021, and 2021-2022 ("Agreement").
- B. The Parties entered into the Agreement to establish a joint local housing assistance program to address the housing needs of their respective residents and to promote the efficient location, design, and provision of affordable housing.
- C. The Parties desire to amend the Agreement to provide for the creation of a joint affordable housing advisory committee ("AHAC") as permitted under Section 420.9076(2), Florida Statutes.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated by reference herein. All capitalized terms not expressly defined within the First Amendment shall retain the meaning ascribed to such terms in the Agreement.
- 2. **Format of Amendments.** Amendments made to the Agreement by this First Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.
- 3. **Effective Date.** This First Amendment shall be effective as of the date it is fully executed by the Parties.

4. **Joint AHAC.** Section 2.6 is hereby created to read as follows:

2.6 AHAC. The Parties agree to establish a joint affordable housing advisory committee ("AHAC") as provided for in Section 420.9076(2), Florida Statutes, and Rule 67-37, Florida Administrative Code, that shall recommend monetary and nonmonetary incentive strategies to encourage or facilitate affordable housing in accordance with SHIP Rules and Regulations. The joint AHAC shall consist of at least one locally elected official from County or City and shall be created in accordance with, and be governed by, SHIP Rules and Regulations.

5. **No Additional Modification of Agreement.** Except as expressly modified herein, all terms and conditions contained within the Agreement shall remain in full force.
6. **Multiple Originals; Modifications; Conflict.** This First Amendment may be executed in several counterparts, each of which shall be deemed an original. No modification, amendment, or waiver of the terms hereof shall be valid or effective unless in writing and signed by all of the Parties hereto. If there is any conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control.
7. **Incorporation.** This First Amendment 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 First Amendment that are not contained in the Agreement and this First Amendment.
8. **Representation of Authority.** City represents and warrants that this First Amendment constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this First Amendment constitutes a breach of any agreement that City has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this First Amendment is within City's legal powers, and each individual executing this First Amendment on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor (Agenda Item ____), authorized to execute same by Board action of ____ day of _____, 20____, and the City of Margate, signing through its Mayor, authorized to execute same by action of the City Commission on the _____ day of _____, 20____.

County

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20____

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
Telecopier: (954) 357-7641

By: _____
Christina A. Blythe (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

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CITY

ATTEST:

CITY OF MARGATE, a Florida municipal corporation

By: _____
City Clerk (SEAL)

By: _____
Mayor
____ day of _____, 20__

By: _____
City Manager
____ day of _____, 20__

I HEREBY CERTIFY that I have approved this First Amendment as to form and legal sufficiency subject to execution by the parties:

By: _____
City Attorney