

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY
OF COCONUT CREEK ("CITY") FOR PREPARATION, IMPLEMENTATION, AND
ADMINISTRATION OF CITY'S STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM FOR
FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028**

This Interlocal Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and the City of Coconut Creek, Florida, a municipal corporation organized under the laws of the State of Florida ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The SHIP Program was created for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment.

B. Both County and City are recipients of SHIP Program funds from the Corporation.

C. Section 420.9072(5)(a), Florida Statutes, encourages local governments to make the most efficient use of their resources by cooperating to provide affordable housing assistance. To this end, local governments may enter into an interlocal agreement for the purpose of establishing a joint local housing assistance plan subject to the requirements of Sections 420.907-420.9079, Florida Statutes.

D. The Parties agree that it would be most efficient for County to receive City's allocation of SHIP Program funding from the Corporation and administer City's SHIP Program funds in accordance with the terms of this Agreement.

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

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including the applicable rules and regulations set forth in Sections 420.907-420.9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code, and County's Local Housing Assistance Plan, as each may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

- 1.4. **Contract Administrator** means the Director of the Housing Finance Division, the Assistant Director of the Housing Finance Division, or such other person designated by the Director of the Housing Finance Division in writing.
- 1.5. **Corporation** means the Florida Housing Finance Corporation.
- 1.6. **Designated Representative** means the City Manager for City, or such other person designated in writing by the City Manager.
- 1.7. **Division** means County's Housing Finance Division.
- 1.8. **LHAP** means the Joint Local Housing Assistance Plan adopted by Resolution of the Board and submitted by County to the Corporation, which describes the joint local housing assistance strategies and local housing incentive strategies for County and City, respectively, and explains how such strategies meet the requirements under the SHIP Rules and Regulations.
- 1.9. **Recaptured Funds** has the meaning set forth in Section 420.9071, Florida Statutes.
- 1.10. **SHIP Program** means the State Housing Initiatives Partnership Program created pursuant to the State Housing Initiatives Partnership Act set forth in Sections 420.907-420.9079, Florida Statutes.
- 1.11. **SHIP Program Income** has the meaning set forth in Section 420.9071, Florida Statutes.
- 1.12. **SHIP Rules and Regulations** means the applicable rules and regulations set forth in Sections 420.907-420.9079, Florida Statutes, Chapter 67-37, Florida Administrative Code, and the LHAP, which are all incorporated herein by reference.

ARTICLE 2. ADMINISTRATION AND IMPLEMENTATION OF THE PROGRAM

- 2.1. The Parties agree to establish an LHAP subject to the requirements of Sections 420.907-420.9079, Florida Statutes, for fiscal years 2025-2026, 2026-2027, and 2027-2028, which County shall submit to the Corporation for its review and approval in accordance with the SHIP Rules and Regulations.
- 2.2. County's Housing Finance Division shall be responsible for the administration and implementation of the LHAP in accordance with the SHIP Rules and Regulations.
- 2.3. Annual Reports. County shall submit a single Annual Report (as defined in Rule 67-37.011, Florida Administrative Code) to the Corporation for the Parties, in accordance with 67-37.011, Florida Administrative Code, and the requirements under Section 420.9075(10), Florida Statutes, and provide a copy of the filed Annual Report to the Designated Representative.
- 2.4. County shall establish, with input from City, the administrative criteria or requirements necessary and/or desirable to the Parties to implement the SHIP Program in City, including, but

not limited to, the maximum award schedule for each strategy, eligibility criteria for participants, and advertising requirements for the availability of City's SHIP Program funds.

2.5. County shall supply the Designated Representative with quarterly reports detailing: (a) awards made to receipts of City's SHIP Program funds during the preceding quarter; (b) expenditures of City's SHIP Program funds made by County; (c) with quarterly reports of awards to recipients of City's SHIP Program funds. The quarterly report must be submitted to the Designated Representative no later than the fifteenth (15th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the quarterly progress report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the quarterly reports, the quarters shall be as follows:

First quarter:	October 1 through December 31
Second quarter:	January 1 through March 31
Third quarter:	April 1 through June 30
Fourth quarter:	July 1 through September 30

2.6. City shall have access to all client lists created by County in connection with County's obligations under this Agreement.

2.7. Affordable Housing Advisory Committee. The Parties acknowledge that a joint affordable housing advisory committee ("AHAC") has been established pursuant to Section 420.9076(2), Florida Statutes. The AHAC shall continue to operate and fulfill its obligations, including recommending monetary and nonmonetary incentive strategies to encourage or facilitate affordable housing in accordance with the SHIP Rules and Regulations. The AHAC shall consist of at least one locally elected official from County or City.

ARTICLE 3. ESTABLISHMENT AND ADMINISTRATION OF THE TRUST FUND

3.1. Establishment of Trust Fund. County has established an Affordable Housing Assistance Trust Fund ("Trust Fund") pursuant to Section 5-556 of the Code. All SHIP Program funds received by County from the Corporation or City pursuant to the SHIP Rules and Regulations, including, but not limited to, City's allocation of SHIP Program funds shall be earmarked as County's SHIP Program funding allocation or City's SHIP Program funding allocation, respectively, and deposited by County into the Trust Fund.

3.2. Restrictions on SHIP Program Funds. In accordance with the SHIP Rules and Regulations, any City SHIP Program funds expended from the Trust Fund must be used solely for the administration and implementation of the LHAP.

3.3. Audit of Trust Fund. County agrees that the Trust Fund shall be separately stated as a special revenue fund in County's audited financial statements. In accordance with SHIP Rules and Regulations, copies of such audited financial statements shall be forwarded by County to the Corporation as soon as such statements are available. County shall also provide City with a copy of County's audited financial statements as soon as such statements are available.

3.4. State Audit. In the event County expends a total amount of state financial assistance equal to or in excess of Seven Hundred and Fifty Thousand Dollars (\$750,000), in any fiscal year of County, County must conduct an audit for such year in accordance with the Florida Single Audit Act, the applicable rules of the State Department of Financial Services, and Chapter 10.550, Rules of the Auditor General, pertaining to local governmental entities.

3.5. Notification to Corporation. County shall provide written notification to the Corporation of any changes in the Trust Fund or the termination of this Agreement as provided herein.

ARTICLE 4. TERM AND TERMINATION

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through June 30, 2028 ("Term"), unless otherwise terminated.

4.2. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within fifteen (15) days after receipt of written notice from the aggrieved Party identifying the breach. For County, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed this Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 4.3, effective thirty (30) days after such notice was provided.

4.3. This Agreement may also be terminated for convenience by either Party. Termination for convenience by County shall be by the Board. Termination shall be effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall not be less than thirty (30) days after the date of such written notice. Each Party acknowledges that it has received good, valuable, and sufficient consideration for the other Party's right to terminate this Agreement for convenience, including the obligation to provide advance written notice of such termination in accordance with this section.

4.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

4.5. This Agreement may also be terminated by the City Manager upon such notice as the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

4.6. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

4.7. In addition to any termination rights stated in this Agreement, either Party shall be entitled to seek any and all available contractual or other remedies available at law or in equity

including recovery of costs incurred by the Party due to the other Party's failure to comply with any term(s) of this Agreement.

4.8. The Parties must also provide written notice to the Corporation of termination of this Agreement.

ARTICLE 5. DISTRIBUTION OF SHIP PROGRAM FUNDS

5.1. County shall utilize all SHIP Program funds received from the Corporation in accordance with the SHIP Rules and Regulations. Any SHIP Funds allocated to or transferred from the City and deposited in the Trust Fund under this Agreement will remain City's SHIP Program funds and earmarked as such in accordance with Section 3.1. All City SHIP Program funds will be used by County within City in compliance with the LHAP and all applicable SHIP Rules and Regulations.

5.2. County shall administer and distribute City's SHIP Program funds in accordance with the maximum award for each strategy included in the LHAP. County shall retain the maximum amounts allowable for the administrative fee and administrative expenses from all funds received by City, or on behalf of City, related to City's SHIP Program funds, including, but not limited to, SHIP Program income for each state fiscal year (July 1-June 30) under this Agreement for County's administration of City's SHIP Program funds for that year.

5.3. City must establish a mechanism for identifying and transferring any SHIP Program Income and Recaptured Funds. All SHIP Program Income and Recaptured Funds received by City shall be immediately transferred to County, identified by City as City's SHIP Program Income or City's Recaptured Funds, and tracked according to the state fiscal year in which such funds were received.

5.4. City is responsible for all files, monitoring, annual reports, audits, releases or satisfactions of liens, and all other requirements under the SHIP Rules and Regulations related to funding assistance provided by City prior to the transfer of City's SHIP Program funds, City's Recaptured Funds, and/or City's Program Income to County. Additionally, City is responsible for all files, monitoring, annual reports, audits, releases or satisfactions of liens, and all other requirements under the SHIP Rules and Regulations related to funding assistance provided by City prior to the Effective Date of this Agreement.

5.5. County must make good faith efforts to recapture SHIP Program funds and deposit such funds into the Trust Fund. Any recapture of SHIP Program funds allocated to City by the Corporation shall be re-used by County within City.

5.6. Upon expiration or termination of this Agreement, County shall retain any City SHIP Program funds in the Trust Fund that have not been encumbered or obligated until such time as County receives written notification from the Corporation as to the disposition of such funds. Upon approval of the Corporation, the funds shall be returned to City. Encumbered or obligated City SHIP Program funds remaining in the Trust Fund will be expended within City pursuant to the terms of such obligations.

ARTICLE 6. GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. County and City are state agencies or subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for the acts and commissions of their agents or employees to the extent permitted by law.

ARTICLE 7. INSURANCE

The Parties are state agencies or subdivisions subject to Section 768.28, Florida Statutes, and each Party shall furnish the other Party with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that either Party has with any third party or violates Applicable Law. Each Party further represents and warrants that execution of this Agreement is within each Party's legal powers, and each individual executing this Agreement on behalf of each Party is duly authorized by all necessary and appropriate action to do so on behalf of each Party and does so with full legal authority.

8.2. Public Entity Crime Act. The Parties represent that they are each familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that each Party's entry into this Agreement will not violate that statute. Each Party further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Party has been placed on the convicted vendor list.

8.3. Breach of Representations. The Parties acknowledges that each Party is materially relying on the representations, warranties, and certifications of the other Party stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to the other Party; and (c) set off from any amounts due to the other Party in the full amount of any damage incurred.

ARTICLE 9. MISCELLANEOUS

9.1. No Discrimination. No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

9.2. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with City and City's Designated Representative to manage and supervise the performance of this Agreement. City acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify this Agreement, except as expressly set forth herein, or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to this Agreement that do not increase the total cost to County, if any, or waive any rights of County.

9.3. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. The failure of either Party to comply with the provisions of this section shall constitute a default and breach of this Agreement and shall entitle the non-defaulting Party to enforce the default and breach in accordance with the provisions set forth in Article 4.

9.4. Audit Rights and Retention of Records.

9.4.1. County shall have the right to audit the books, records, and accounts of City that are related to this Agreement. City shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

9.4.2. City shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

- 9.4.3. City shall have the right to audit the books, records, and accounts of County that are related to this Agreement. County shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, County shall make same available into written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, County shall make same available in written form at no cost to City. County shall provide City with reasonable access to County's facilities, and City shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.
- 9.4.4. County shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and County expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with City. Any audit or inspection pursuant to this section may be performed by any City representative (including any outside representative engaged by City). County hereby grants City the right to conduct such audit or review at City's place of business, if deemed appropriate by City, with seventy-two (72) hours' advance notice. County shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by City.
- 9.5. Independent Contractor. Each Party is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither Party nor any of their respective agents shall act as officers, employees, or agents of the other Party. Neither Party shall not have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.
- 9.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.
- 9.7. Third-Party Beneficiaries. Neither County nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party

beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.8. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Housing Finance Division
Attn: Director
110 NE Third Street, Suite 300, Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

FOR CITY:

City of Coconut Creek
Attn: City Manager
5800 W Copans Road, Coconut Creek, Florida 33063
Email address: sstoudenmire@coconutcreek.net

9.9. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the other Party to immediately terminate this Agreement, in addition to any other remedies available at law or in equity.

9.10. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.11. Compliance with Laws. The Parties must comply with all Applicable Law in performing their respective duties, responsibilities, and obligations pursuant to this Agreement.

9.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.13. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

9.14. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

9.15. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

9.16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.17. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City.

9.18. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

9.19. Payable Interest.

9.19.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for

any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

9.19.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

9.20. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

9.21. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

9.22. Use of County Name or Logo. City shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

9.23. Filing of Agreement. Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be filed by County with the Clerk of the Circuit Court for Broward County, Florida.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 City, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 2025

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

By _____
Claudia Capdesuner (Date)
Assistant County Attorney

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

CC/sr
SHIP ILA Coconut Creek 2025-2028.doc
01/30/2025
#1137326.4

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK
("CITY") FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION OF CITY'S STATE
HOUSING INITIATIVES PARTNERSHIP PROGRAM FOR FISCAL YEARS 2025-2026, 2026-2027, AND
2027-2028**

CITY

CITY

By: _____

Mayor

____ day of _____, 2025

By: _____

City Manager

____ day of _____, 2025

ATTEST:

APPROVED AS TO FORM:

By: _____

City Clerk

____ day of _____, 2025

By: _____

City Attorney

____ day of _____, 2025

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY
OF MARGATE ("CITY") FOR PREPARATION, IMPLEMENTATION, AND
ADMINISTRATION OF CITY'S STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM FOR
FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028**

This Interlocal Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and the City of Margate, Florida, a municipal corporation organized under the laws of the State of Florida ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The SHIP Program was created for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment.

B. Both County and City are recipients of SHIP Program funds from the Corporation.

C. Section 420.9072(5)(a), Florida Statutes, encourages local governments to make the most efficient use of their resources by cooperating to provide affordable housing assistance. To this end, local governments may enter into an interlocal agreement for the purpose of establishing a joint local housing assistance plan subject to the requirements of Sections 420.907-420.9079, Florida Statutes.

D. The Parties agree that it would be most efficient for County to receive City's allocation of SHIP Program funding from the Corporation and administer City's SHIP Program funds in accordance with the terms of this Agreement.

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

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including the applicable rules and regulations set forth in Sections 420.907-420.9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code, and County's Local Housing Assistance Plan, as each may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

- 1.4. **Contract Administrator** means the Director of the Housing Finance Division, the Assistant Director of the Housing Finance Division, or such other person designated by the Director of the Housing Finance Division in writing.
- 1.5. **Corporation** means the Florida Housing Finance Corporation.
- 1.6. **Designated Representative** means the City Manager for City, or such other person designated in writing by the City Manager.
- 1.7. **Division** means County's Housing Finance Division.
- 1.8. **LHAP** means the Joint Local Housing Assistance Plan adopted by Resolution of the Board and submitted by County to the Corporation, which describes the joint local housing assistance strategies and local housing incentive strategies for County and City, respectively, and explains how such strategies meet the requirements under the SHIP Rules and Regulations.
- 1.9. **Recaptured Funds** has the meaning set forth in Section 420.9071, Florida Statutes.
- 1.10. **SHIP Program** means the State Housing Initiatives Partnership Program created pursuant to the State Housing Initiatives Partnership Act set forth in Sections 420.907-420.9079, Florida Statutes.
- 1.11. **SHIP Program Income** has the meaning set forth in Section 420.9071, Florida Statutes.
- 1.12. **SHIP Rules and Regulations** means the applicable rules and regulations set forth in Sections 420.907-420.9079, Florida Statutes, Chapter 67-37, Florida Administrative Code, and the LHAP, which are all incorporated herein by reference.

ARTICLE 2. ADMINISTRATION AND IMPLEMENTATION OF THE PROGRAM

- 2.1. The Parties agree to establish an LHAP subject to the requirements of Sections 420.907-420.9079, Florida Statutes, for fiscal years 2025-2026, 2026-2027, and 2027-2028, which County shall submit to the Corporation for its review and approval in accordance with the SHIP Rules and Regulations.
- 2.2. County's Housing Finance Division shall be responsible for the administration and implementation of the LHAP in accordance with the SHIP Rules and Regulations.
- 2.3. Annual Reports. County shall submit a single Annual Report (as defined in Rule 67-37.011, Florida Administrative Code) to the Corporation for the Parties, in accordance with 67-37.011, Florida Administrative Code, and the requirements under Section 420.9075(10), Florida Statutes, and provide a copy of the filed Annual Report to the Designated Representative.
- 2.4. County shall establish, with input from City, the administrative criteria or requirements necessary and/or desirable to the Parties to implement the SHIP Program in City, including, but

not limited to, the maximum award schedule for each strategy, eligibility criteria for participants, and advertising requirements for the availability of City's SHIP Program funds.

2.5. County shall supply the Designated Representative with quarterly reports detailing: (a) awards made to receipts of City's SHIP Program funds during the preceding quarter; (b) expenditures of City's SHIP Program funds made by County; (c) with quarterly reports of awards to recipients of City's SHIP Program funds. The quarterly report must be submitted to the Designated Representative no later than the fifteenth (15th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the quarterly progress report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the quarterly reports, the quarters shall be as follows:

First quarter:	October 1 through December 31
Second quarter:	January 1 through March 31
Third quarter:	April 1 through June 30
Fourth quarter:	July 1 through September 30

2.6. City shall have access to all client lists created by County in connection with County's obligations under this Agreement.

2.7. Affordable Housing Advisory Committee. The Parties acknowledge that a joint affordable housing advisory committee ("AHAC") has been established pursuant to Section 420.9076(2), Florida Statutes. The AHAC shall continue to operate and fulfill its obligations, including recommending monetary and nonmonetary incentive strategies to encourage or facilitate affordable housing in accordance with the SHIP Rules and Regulations. The AHAC shall consist of at least one locally elected official from County or City.

ARTICLE 3. ESTABLISHMENT AND ADMINISTRATION OF THE TRUST FUND

3.1. Establishment of Trust Fund. County has established an Affordable Housing Assistance Trust Fund ("Trust Fund") pursuant to Section 5-556 of the Code. All SHIP Program funds received by County from the Corporation or City pursuant to the SHIP Rules and Regulations, including, but not limited to, City's allocation of SHIP Program funds shall be earmarked as County's SHIP Program funding allocation or City's SHIP Program funding allocation, respectively, and deposited by County into the Trust Fund.

3.2. Restrictions on SHIP Program Funds. In accordance with the SHIP Rules and Regulations, any City SHIP Program funds expended from the Trust Fund must be used solely for the administration and implementation of the LHAP.

3.3. Audit of Trust Fund. County agrees that the Trust Fund shall be separately stated as a special revenue fund in County's audited financial statements. In accordance with SHIP Rules and Regulations, copies of such audited financial statements shall be forwarded by County to the Corporation as soon as such statements are available. County shall also provide City with a copy of County's audited financial statements as soon as such statements are available.

3.4. State Audit. In the event County expends a total amount of state financial assistance equal to or in excess of Seven Hundred and Fifty Thousand Dollars (\$750,000), in any fiscal year of County, County must conduct an audit for such year in accordance with the Florida Single Audit Act, the applicable rules of the State Department of Financial Services, and Chapter 10.550, Rules of the Auditor General, pertaining to local governmental entities.

3.5. Notification to Corporation. County shall provide written notification to the Corporation of any changes in the Trust Fund or the termination of this Agreement as provided herein.

ARTICLE 4. TERM AND TERMINATION

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through June 30, 2028 ("Term"), unless otherwise terminated.

4.2. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within fifteen (15) days after receipt of written notice from the aggrieved Party identifying the breach. For County, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed this Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 4.3, effective thirty (30) days after such notice was provided.

4.3. This Agreement may also be terminated for convenience by either Party. Termination for convenience by County shall be by the Board. Termination shall be effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall not be less than thirty (30) days after the date of such written notice. Each Party acknowledges that it has received good, valuable, and sufficient consideration for the other Party's right to terminate this Agreement for convenience, including the obligation to provide advance written notice of such termination in accordance with this section.

4.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

4.5. This Agreement may also be terminated by the City Manager upon such notice as the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

4.6. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

In addition to any termination rights stated in this Agreement, either Party shall be entitled to seek any and all available contractual or other remedies available at law or in equity including

recovery of costs incurred by the Party due to the other Party's failure to comply with any term(s) of this Agreement.

4.7. The Parties must also provide written notice to the Corporation of termination of this Agreement.

ARTICLE 5. DISTRIBUTION OF SHIP PROGRAM FUNDS

5.1. County shall utilize all SHIP Program funds received from the Corporation in accordance with the SHIP Rules and Regulations. Any SHIP Funds allocated to or transferred from the City and deposited in the Trust Fund under this Agreement will remain City's SHIP Program funds and earmarked as such in accordance with Section 3.1. All City SHIP Program funds will be used by County within City in compliance with the LHAP and all applicable SHIP Rules and Regulations.

5.2. County shall administer and distribute City's SHIP Program funds in accordance with the maximum award for each strategy included in the LHAP. County shall retain the maximum amounts allowable for the administrative fee and administrative expenses from all funds received by City, or on behalf of City, related to City's SHIP Program funds, including, but not limited to, SHIP Program income for each state fiscal year (July 1-June 30) under this Agreement for County's administration of City's SHIP Program funds for that year.

5.3. City must establish a mechanism for identifying and transferring any SHIP Program Income and Recaptured Funds. All SHIP Program Income and Recaptured Funds received by City shall be immediately transferred to County, identified by City as City's SHIP Program Income or City's Recaptured Funds, and tracked according to the state fiscal year in which such funds were received.

5.4. City is responsible for all files, monitoring, annual reports, audits, releases or satisfactions of liens, and all other requirements under the SHIP Rules and Regulations related to funding assistance provided by City prior to the transfer of City's SHIP Program funds, City's Recaptured Funds, and/or City's Program Income to County. Additionally, City is responsible for all files, monitoring, annual reports, audits, releases or satisfactions of liens, and all other requirements under the SHIP Rules and Regulations related to funding assistance provided by City prior to the Effective Date of this Agreement.

5.5. County must make good faith efforts to recapture SHIP Program funds and deposit such funds into the Trust Fund. Any recapture of SHIP Program funds allocated to City by the Corporation shall be re-used by County within City.

5.6. Upon expiration or termination of this Agreement, County shall retain any City SHIP Program funds in the Trust Fund that have not been encumbered or obligated until such time as County receives written notification from the Corporation as to the disposition of such funds. Upon approval of the Corporation, the funds shall be returned to City. Encumbered or obligated City SHIP Program funds remaining in the Trust Fund will be expended within City pursuant to the terms of such obligations.

ARTICLE 6. GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. County and City are state agencies or subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for the acts and commissions of their agents or employees to the extent permitted by law.

ARTICLE 7. INSURANCE

The Parties are state agencies or subdivisions subject to Section 768.28, Florida Statutes, and each Party shall furnish the other Party with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party or violates Applicable Law. Each Party further represents and warrants that execution of this Agreement is within each Party's legal powers, and each individual executing this Agreement on behalf of each Party is duly authorized by all necessary and appropriate action to do so on behalf of each Party and does so with full legal authority.

8.2. Public Entity Crime Act. The Parties represent that they are each familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that each Party's entry into this Agreement will not violate that statute. Each Party further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Party has been placed on the convicted vendor list.

8.3. Breach of Representations. The Parties acknowledges that each Party is materially relying on the representations, warranties, and certifications of the other Party stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to the other Party; and (c) set off from any amounts due to the other Party in the full amount of any damage incurred.

ARTICLE 9. MISCELLANEOUS

9.1. No Discrimination. No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

9.2. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with City and City's Designated Representative to manage and supervise the performance of this Agreement. City acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify this Agreement, except as expressly set forth herein, or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to this Agreement that do not increase the total cost to County, if any, or waive any rights of County.

9.3. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. The failure of either Party to comply with the provisions of this section shall constitute a default and breach of this Agreement and shall entitle the non-defaulting Party to enforce the default and breach in accordance with the provisions set forth in Article 4.

9.4. Audit Rights and Retention of Records.

9.4.1. County shall have the right to audit the books, records, and accounts of City that are related to this Agreement. City shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

9.4.2. City shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

- 9.4.3. City shall have the right to audit the books, records, and accounts of County that are related to this Agreement. County shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, County shall make same available into written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, County shall make same available in written form at no cost to City. County shall provide City with reasonable access to County's facilities, and City shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.
- 9.4.4. County shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and County expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with City. Any audit or inspection pursuant to this section may be performed by any City representative (including any outside representative engaged by City). County hereby grants City the right to conduct such audit or review at City's place of business, if deemed appropriate by City, with seventy-two (72) hours' advance notice. County shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by City.
- 9.5. Independent Contractor. Each Party is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither Party nor any of their respective agents shall act as officers, employees, or agents of the other Party. Neither Party shall not have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.
- 9.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.
- 9.7. Third-Party Beneficiaries. Neither County nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party

beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.8. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Housing Finance Division
Attn: Director
110 NE Third Street, Suite 300, Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

FOR CITY:

City of Margate
Attn: City Manager
5790 Margate Blvd., Margate, Florida 33063
Email address: ccurtis@margatefl.com

9.9. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the other Party to immediately terminate this Agreement, in addition to any other remedies available at law or in equity.

9.10. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.11. Compliance with Laws. The Parties must comply with all Applicable Law in performing their respective duties, responsibilities, and obligations pursuant to this Agreement.

9.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.13. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

9.14. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

9.15. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

9.16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.17. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City.

9.18. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

9.19. Payable Interest.

9.19.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for

any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

9.19.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

9.20. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

9.21. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

9.22. Use of County or City Name or Logo. City shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator. County shall not use City's name or logo in marketing or publicity materials without prior written consent from the Designated Representative.

9.23. Filing of Agreement. Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be filed by County with the Clerk of the Circuit Court for Broward County, Florida.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 City, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 2025

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

By _____
Claudia Capdesuner (Date)
Assistant County Attorney

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

CC/sr
SHIP ILA Margate 2025-2028.doc
01/30/2025
#1137376.3

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF MARGATE (“CITY”)
FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION OF CITY’S STATE HOUSING
INITIATIVES PARTNERSHIP PROGRAM FOR FISCAL YEARS 2025-2026, 2026-2027, AND 2027-
2028**

CITY

CITY

By: _____

Mayor

____ day of _____, 2025

By: _____

City Manager

____ day of _____, 2025

ATTEST:

APPROVED AS TO FORM:

By: _____

City Clerk

____ day of _____, 2025

By: _____

City Attorney

____ day of _____, 2025

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY
OF WESTON ("CITY") FOR PREPARATION, IMPLEMENTATION, AND
ADMINISTRATION OF CITY'S STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM FOR
FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028**

This Interlocal Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and the City of Weston, Florida, a municipal corporation organized under the laws of the State of Florida ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The SHIP Program was created for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment.

B. Both County and City are recipients of SHIP Program funds from the Corporation.

C. Section 420.9072(5)(a), Florida Statutes, encourages local governments to make the most efficient use of their resources by cooperating to provide affordable housing assistance. To this end, local governments may enter into an interlocal agreement for the purpose of establishing a joint local housing assistance plan subject to the requirements of Sections 420.907-420.9079, Florida Statutes.

D. The Parties agree that it would be most efficient for County to receive City's allocation of SHIP Program funding from the Corporation and administer City's SHIP Program funds in accordance with the terms of this Agreement.

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

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including the applicable rules and regulations set forth in Sections 420.907-420.9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code, and County's Local Housing Assistance Plan, as each may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

- 1.4. **Contract Administrator** means the Director of the Housing Finance Division, the Assistant Director of the Housing Finance Division, or such other person designated by the Director of the Housing Finance Division in writing.
- 1.5. **Corporation** means the Florida Housing Finance Corporation.
- 1.6. **Designated Representative** means the City Manager for City, or such other person designated in writing by the City Manager.
- 1.7. **Division** means County's Housing Finance Division.
- 1.8. **LHAP** means the Joint Local Housing Assistance Plan adopted by Resolution of the Board and submitted by County to the Corporation, which describes the local housing assistance strategies and local housing incentive strategies for County and City, respectively, and explains how such strategies meet the requirements under the SHIP Rules and Regulations.
- 1.9. **Recaptured Funds** has the meaning set forth in Section 420.9071, Florida Statutes.
- 1.10. **SHIP Program** means the State Housing Initiatives Partnership Program created pursuant to the State Housing Initiatives Partnership Act set forth in Sections 420.907-420.9079, Florida Statutes.
- 1.11. **SHIP Program Income** has the meaning set forth in Section 420.9071, Florida Statutes.
- 1.12. **SHIP Rules and Regulations** means the applicable rules and regulations set forth in Sections 420.907-420.9079, Florida Statutes, Chapter 67-37, Florida Administrative Code, and the LHAP, which are all incorporated herein by reference.

ARTICLE 2. ADMINISTRATION AND IMPLEMENTATION OF THE PROGRAM

- 2.1. The Parties agree to establish an LHAP subject to the requirements of Sections 420.907-420.9079, Florida Statutes, for fiscal years 2025-2026, 2026-2027, and 2027-2028, which County shall submit to the Corporation for its review and approval in accordance with the SHIP Rules and Regulations.
- 2.2. County's Housing Finance Division shall be responsible for the administration and implementation of the LHAP in accordance with the SHIP Rules and Regulations.
- 2.3. Annual Reports. County shall submit a single Annual Report (as defined in Rule 67-37.011, Florida Administrative Code) to the Corporation for the Parties, in accordance with 67-37.011, Florida Administrative Code, and the requirements under Section 420.9075(10), Florida Statutes, and provide a copy of the filed Annual Report to the Designated Representative.
- 2.4. County shall establish, with input from City, the administrative criteria or requirements necessary and/or desirable to the Parties to implement the SHIP Program in City, including, but

not limited to, the maximum award schedule for each strategy, eligibility criteria for participants, and advertising requirements for the availability of City's SHIP Program funds.

2.5. County shall supply the Designated Representative with quarterly reports detailing: (a) awards made to receipts of City's SHIP Program funds during the preceding quarter; (b) expenditures of City's SHIP Program funds made by County; (c) with quarterly reports of awards to recipients of City's SHIP Program funds. The quarterly report must be submitted to the Designated Representative no later than the fifteenth (15th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the quarterly progress report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the quarterly reports, the quarters shall be as follows:

First quarter:	October 1 through December 31
Second quarter:	January 1 through March 31
Third quarter:	April 1 through June 30
Fourth quarter:	July 1 through September 30

2.6. City shall have access to all client lists created by County in connection with County's obligations under this Agreement.

2.7. Affordable Housing Advisory Committee. The Parties acknowledge that a joint affordable housing advisory committee ("AHAC") has been established pursuant to Section 420.9076(2), Florida Statutes. The AHAC shall continue to operate and fulfill its obligations, including recommending monetary and nonmonetary incentive strategies to encourage or facilitate affordable housing in accordance with the SHIP Rules and Regulations. The AHAC shall consist of at least one locally elected official from County or City.

ARTICLE 3. ESTABLISHMENT AND ADMINISTRATION OF THE TRUST FUND

3.1. Establishment of Trust Fund. County has established an Affordable Housing Assistance Trust Fund ("Trust Fund") pursuant to Section 5-556 of the Code. All SHIP Program funds received by County from the Corporation or City pursuant to the SHIP Rules and Regulations, including, but not limited to, City's allocation of SHIP Program funds shall be earmarked as County's SHIP Program funding allocation or City's SHIP Program funding allocation, respectively, and deposited by County into the Trust Fund.

3.2. Restrictions on SHIP Program Funds. In accordance with the SHIP Rules and Regulations, any City SHIP Program funds expended from the Trust Fund must be used solely for the administration and implementation of the LHAP.

3.3. Audit of Trust Fund. County agrees that the Trust Fund shall be separately stated as a special revenue fund in County's audited financial statements. In accordance with SHIP Rules and Regulations, copies of such audited financial statements shall be forwarded by County to the Corporation as soon as such statements are available. County shall also provide City with a copy of County's audited financial statements as soon as such statements are available.

3.4. State Audit. In the event County expends a total amount of state financial assistance equal to or in excess of Seven Hundred and Fifty Thousand Dollars (\$750,000), in any fiscal year of County, County must conduct an audit for such year in accordance with the Florida Single Audit Act, the applicable rules of the State Department of Financial Services, and Chapter 10.550, Rules of the Auditor General, pertaining to local governmental entities.

3.5. Notification to Corporation. County shall provide written notification to the Corporation of any changes in the Trust Fund or the termination of this Agreement as provided herein.

ARTICLE 4. TERM AND TERMINATION

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through June 30, 2028 ("Term"), unless otherwise terminated.

4.2. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within fifteen (15) days after receipt of written notice from the aggrieved Party identifying the breach. For County, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed this Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 4.3, effective thirty (30) days after such notice was provided.

4.3. This Agreement may also be terminated for convenience by either Party. Termination for convenience by County shall be by the Board. Termination shall be effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall not be less than thirty (30) days after the date of such written notice. Each Party acknowledges that it has received good, valuable, and sufficient consideration for the other Party's right to terminate this Agreement for convenience, including the obligation to provide advance written notice of such termination in accordance with this section.

4.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

4.5. This Agreement may also be terminated by the City Manager upon such notice as the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

4.6. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

4.7. In addition to any termination rights stated in this Agreement, either Party shall be entitled to seek any and all available contractual or other remedies available at law or in equity

including recovery of costs incurred by the Party due to the other Party's failure to comply with any term(s) of this Agreement.

4.8. The Parties must also provide written notice to the Corporation of termination of this Agreement.

ARTICLE 5. DISTRIBUTION OF SHIP PROGRAM FUNDS

5.1. County shall utilize all SHIP Program funds received from the Corporation in accordance with the SHIP Rules and Regulations. Any SHIP Funds allocated to or transferred from the City and deposited in the Trust Fund under this Agreement will remain City's SHIP Program funds and earmarked as such in accordance with Section 3.1. All City SHIP Program funds will be used by County within City in compliance with the LHAP and all applicable SHIP Rules and Regulations.

5.2. County shall administer and distribute City's SHIP Program funds in accordance with the maximum award for each strategy included in the LHAP. County shall retain the maximum amounts allowable for the administrative fee and administrative expenses from all funds received by City, or on behalf of City, related to City's SHIP Program funds, including, but not limited to, SHIP Program income for each state fiscal year (July 1-June 30) under this Agreement for County's administration of City's SHIP Program funds for that year.

5.3. City must establish a mechanism for identifying and transferring any SHIP Program Income and Recaptured Funds. All SHIP Program Income and Recaptured Funds received by City shall be immediately transferred to County, identified by City as City's SHIP Program Income or City's Recaptured Funds, and tracked according to the state fiscal year in which such funds were received.

5.4. County must make good faith efforts to recapture SHIP Program funds and deposit such funds into the Trust Fund. Any recapture of SHIP Program funds allocated to City by the Corporation shall be re-used by County within City.

5.5. Upon expiration or termination of this Agreement, County shall retain any City SHIP Program funds in the Trust Fund that have not been encumbered or obligated until such time as County receives written notification from the Corporation as to the disposition of such funds. Upon approval of the Corporation, the funds shall be returned to City. Encumbered or obligated City SHIP Program funds remaining in the Trust Fund will be expended within City pursuant to the terms of such obligations.

ARTICLE 6. GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. County and City are state agencies or subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for the acts and commissions of their agents or employees to the extent permitted by law.

ARTICLE 7. INSURANCE

The Parties are state agencies or subdivisions subject to Section 768.28, Florida Statutes, and each Party shall furnish the other Party with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that each Party has with any third party or violates Applicable Law. Each Party further represents and warrants that execution of this Agreement is within each Party's legal powers, and each individual executing this Agreement on behalf of each Party is duly authorized by all necessary and appropriate action to do so on behalf of each Party and does so with full legal authority.

8.2. Public Entity Crime Act. The Parties represent that they are each familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that each Party's entry into this Agreement will not violate that statute. Each Party further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Party has been placed on the convicted vendor list.

8.3. Breach of Representations. The Parties acknowledge that each Party is materially relying on the representations, warranties, and certifications of the other Party stated in this article, and each Party shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to the other Party; and (c) set off from any amounts due to the other Party in the full amount of any damage incurred.

ARTICLE 9. MISCELLANEOUS

9.1. No Discrimination. No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

9.2. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with City and City's Designated Representative to manage and supervise the performance of this Agreement. City acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify this Agreement, except as expressly set forth herein, or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement.

The Contract Administrator may also approve in writing minor modifications to this Agreement that do not increase the total cost to County, if any, or waive any rights of County.

9.3. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. The failure of either Party to comply with the provisions of this section shall constitute a default and breach of this Agreement and shall entitle the non-defaulting Party to enforce the default and breach in accordance with the provisions set forth in Article 4.

9.4. Audit Rights and Retention of Records.

9.4.1. County shall have the right to audit the books, records, and accounts of City that are related to this Agreement. City shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

9.4.2. City shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

9.4.3. City shall have the right to audit the books, records, and accounts of County that are related to this Agreement. County shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, County shall make same available into written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, County shall

make same available in written form at no cost to City. County shall provide City with reasonable access to County's facilities, and City shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

- 9.4.4. County shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and County expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with City. Any audit or inspection pursuant to this section may be performed by any City representative (including any outside representative engaged by City). County hereby grants City the right to conduct such audit or review at City's place of business, if deemed appropriate by City, with seventy-two (72) hours' advance notice. County shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by City.

9.5. Independent Contractor. Each Party is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither Party nor any of their respective agents shall act as officers, employees, or agents of the other Party. Neither Party shall not have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

9.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

9.7. Third-Party Beneficiaries. Neither County nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.8. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Housing Finance Division

Attn: Director

110 NE Third Street, Suite 300, Fort Lauderdale, Florida 33301

Email address: rstone@broward.org

FOR CITY:

City of Weston

Attn: City Manager

17200 Royal Palm Blvd., Weston Florida 33326

Email address: DDecker@westonfl.org

9.9. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the other Party to immediately terminate this Agreement, in addition to any other remedies available at law or in equity.

9.10. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.11. Compliance with Laws. The Parties must comply with all Applicable Law in performing their respective duties, responsibilities, and obligations pursuant to this Agreement.

9.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.13. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

9.14. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole,

including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

9.15. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

9.16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.17. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City.

9.18. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

9.19. Payable Interest.

9.19.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

9.19.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

9.20. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

9.21. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

9.22. Use of County Name or Logo and use of City Name or Logo. City shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator. County shall not use City's name or logo in marketing or publicity materials without prior written consent from the Designated Representative.

9.23. Filing of Agreement. Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be filed by County with the Clerk of the Circuit Court for Broward County, Florida.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 City, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 2025

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

By _____
Claudia Capdesuner (Date)
Assistant County Attorney

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

CC/sr
SHIP ILA Weston 2025-2028.doc
01/30/2025
#1137381.6

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF WESTON (“CITY”) FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION OF CITY’S STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM FOR FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028

CITY

CITY

By: _____

Margaret Brown, Mayor

____ day of _____, 2025

ATTEST:

By: _____

Patricia A. Bates, City Clerk

____ day of _____, 2025

By: _____

Donald P. Decker, City Manager

____ day of _____, 2025

APPROVED AS TO FORM:

By: _____

Jamie A. Cole, City Attorney

____ day of _____, 2025