

**FIRST AMENDMENT TO ALACHUA COUNTY/CITY OF GAINESVILLE
INTERLOCAL AGREEMENT
FOR THE ADMINISTRATION OF S.H.I.P. SPECIAL HOUSING NEEDS
CONTRACTS DATED AFTER APRIL 12, 2005**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("First Amendment") is entered into this _____ day of _____, 2019, between Alachua County, a charter county and a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "County"), and the City of Gainesville, a municipal corporation of the State of Florida, by and through its City Commission, (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the parties entered into an Interlocal Agreement dated April 12, 2005, for the provision of Special Needs Housing Program services, a copy of which is recorded in the public records of Alachua County, Florida (the "Interlocal Agreement"); and

WHEREAS, the parties desire to amend Section VIII of Attachment I to the Interlocal Agreement to amend the maximum assistance provision from "the lesser of up to 50% of the eligible construction project cost or \$6,000 per unit" to the maximum amount allowed under the applicable County Local Housing Assistance Plan ("LHAP"), as more particularly set forth and described herein below;

WHEREAS, the City has been informed that the County intends to amend the County LHAP SFY 2014-2017 to increase the maximum award for the Special Needs Program from \$10,000 (\$5,000 per unit) to \$100,000 (\$50,000 per unit), and the City agrees to said amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein,

and pursuant to Section 163.01, et. seq., Florida Statutes, the Florida Interlocal Cooperation Act of 1969, the parties hereto agree as follows:

1. Recitals. The parties agree that all of the recitals set forth above are true, correct and are hereby incorporated into, and made part of, this First Amendment.
2. Section VIII of Attachment I to the Interlocal Agreement. Section VIII of Attachment I to the Interlocal Agreement is hereby amended in its entirety as follows (the strikethroughs indicate deletions to the current language and underlying indicates additions to the current language):

VIII. AWARD.

~~The City and County will jointly review and sponsor applications for funding and make recommendations to the City and/or County Commissions, respectively for funding awards in accordance with the SHIP Special Needs Housing Programs.~~

~~The maximum assistance will be the lesser of up to 50% of the eligible construction project cost or \$6,000 per unit. The maximum assistance will be in accordance with the application County Local Housing Assistance Plan (“LHAP”). Maximum dollar amounts per unit (per bed for single-room occupancy units, per bedroom for multi-bedroom units, per bed for dormitories) will be based on the number of single or multi-occupancy bedrooms.~~

Funds are provided to a sponsor as a due on sale-loan recorded in the public records of Alachua County, Florida. The housing must remain affordable and occupied by income eligible beneficiaries for a period of 15 years. Sponsor organizations shall comply with and provide written certification of income and rent levels for the compliance period of 15 years. All SHIP assisted rental properties offered for sale prior to the 15-year term of affordability must be subject to a right of first refusal for purchases at the current market value, less the amount of the SHIP subsidy, by eligible nonprofit organizations who would provide continued occupancy by eligible persons.

- 3. Filing with the Clerk of Court. This First Amendment shall become effective upon filing a duly approved and fully executed copy of the First Amendment with the Clerk of Circuit Court of Alachua County, Florida.
- 4. Except as expressly amended by this First Amendment, all of the terms and conditions of the Interlocal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties' respective board of commissioners have approved this First Amendment and have caused it to be executed by their respective duly authorized official on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Charles Chestnut, IV, Chair
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM

Jesse K. Irby, II, Clerk
(SEAL)

Alachua County Attorney's Office

CITY OF GAINESVILLE

By: _____
Lauren Poe, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY

Clerk
(SEAL)

City Attorney