## FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (this "First Amendment") is made and entered into as of March 19, 2025, by and between the CITY OF HALLANDALE BEACH, a Florida municipal corporation (the "City"), and the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the "HBCRA") (the City and HBCRA are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

## RECITALS

- 1. The HBCRA and City entered into an Interlocal Services Agreement dated October 1, 2024, pursuant to which the City provides certain direct services to the HBCRA consisting of community policing innovations for Fiscal Year 2024-2025 in an amount not to exceed One Million Eight Hundred Twenty-Six Thousand Two Hundred Thirty-Seven and 00/100 (\$1,826,237.00) (the "Agreement").
- 2. Due to increased costs for certain services, the HBCRA and the City desire to amend the Agreement by increasing the Cost of the Service (as defined in the Agreement) in the amount of Two Hundred Ninety-Four Thousand Seven Hundred Four and 00/100 Dollars (\$294,704.00) to a total Cost of the Service in an amount not to exceed Two Million One Hundred Twenty Thousand Nine Hundred Forty-One and 00/100 Dollars (\$2,120,941.00), as set forth in this First Amendment.

NOW, THEREFORE, the City and the HBCRA agree as follows:

## Section 1. Recitals; Defined Terms.

- 1.1 <u>Recitals</u>. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.
- 1.2 <u>Defined Terms</u>. All defined terms not defined in this First Amendment shall have the meanings set forth in the Redevelopment Agreement.
- **Section 2.** Cost of the Service. Section 3.1 of the Agreement is deleted in its entirety and replaced by the following:
  - 3.1 <u>Cost of the Service</u>. HBCRA agrees to pay City of Hallandale Beach Two Million One Hundred Twenty Thousand Nine Hundred Forty-One and 00/100 Dollars (\$2,120,941.00) for the above-mentioned services for Fiscal Year 2024-2025.
- **Section 3.** <u>Conflicts.</u> Except as expressly modified herein by this First Amendment, the provisions of the Agreement remain unmodified and in full force and effect and are hereby ratified by the parties. In the event of any conflict between the

terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

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**IN WITNESS WHEREOF**, the City and the HBCRA hereto have caused this First Amendment to be executed as of the day and year first above written.

## CITY OF HALLANDALE BEACH,

a Florida municipal corporation By:\_\_\_\_\_\_
Jeremy Earle City Manager ATTEST: Jenorgen M. Guillen City Clerk Approved as to form and legal sufficiency Jennifer Merino City Attorney HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic By:\_\_\_\_\_\_
Jeremy Earle **Executive Director** ATTEST: Jenorgen M. Guillen HBCRA Secretary Approved as to form and legal sufficiency:

Taylor English Duma LLP

HBCRA Attorney