

FIFTH AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIFTH AMENDMENT TO INTERLOCAL AGREEMENT (this "Fifth Amendment") is made and entered into this ____ day of September, 2016, by and between the CITY OF HALLANDALE BEACH, FLORIDA, a Florida municipal corporation (the "City") and the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the "CRA,") (the City and CRA are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

1. The City and the CRA entered into that certain Interlocal Agreement dated September 22, 2012 (the "Interlocal Agreement").

2. The City and CRA entered into a First Amendment of the aforementioned Interlocal Agreement on May 19, 2014.

3. The City and CRA entered into a Second Amendment of the aforementioned Interlocal Agreement on August 5, 2015.

4. The City and CRA entered into a Third Amendment of the aforementioned Interlocal Agreement on October 19, 2015.

5. The City and CRA entered into a Fourth Amendment of the aforementioned Interlocal Agreement on November 16, 2015.

6. The Parties desire to enter into a Fifth Amendment to the Interlocal Agreement in certain respects as set forth in this Fifth Amendment.

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

Section 1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference. All defined terms not defined in this Fifth Amendment shall have the meanings set forth in the Interlocal Agreement.

Section 2. Foster Park Plaza and Parking Lot Project. Notwithstanding anything in the Interlocal Agreement to the contrary, pursuant to the First Amendment to the ILA, Second Amendment to the ILA, Third Amendment to the ILA, and Fourth Amendment to the ILA, the City shall oversee the Foster Park Plaza and Parking Lot Project. The HBCRA shall budget all necessary funding for the implementation of the project.

Section 3. Project Management Services for the Foster Park Plaza and Parking Lot Project. Notwithstanding anything in the Interlocal Agreement to the contrary, Project Management Services for the CRA funded Foster Park Plaza and parking Lot Project will be overseen by the

Office of Capital Improvements. Project Management for the Foster Park Plaza and Parking Lot Project will be billed by the City to the CRA on a per hour basis.

Section 4. Conflicts. Except as expressly modified herein by this Fifth Amendment, the provisions of the Interlocal Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment to the Interlocal 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 Fifth Amendment and the terms and provisions of the Interlocal Agreement, the terms and provisions of this Fifth Amendment shall control.

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IN WITNESS WHEREOF, the City and the CRA hereto have caused this Fifth Amendment to be executed as of the date first above written.

CITY:

CRA:

CITY OF HALLANDALE BEACH

HALLANDALE BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Daniel A. Rosemond
City Manager

By: _____
Daniel A. Rosemond
Executive Director

ATTEST:

ATTEST:

By: _____
Mario Bataille
City Clerk

By: _____
Mario Bataille
HBCRA Clerk

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

By: _____
V. Lynn Whitfield, City Attorney

By: _____
Gray Robinson, P.A.
HBCRA Attorney