

### **THIRD AMENDMENT TO INTERLOCAL AGREEMENT**

THIS THIRD AMENDMENT TO INTERLOCAL AGREEMENT (this "Third Amendment") is made and entered into this 19 day of October, 2015, 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 Parties desire to enter into a Third Amendment to the Interlocal Agreement in certain respects as set forth in this Third 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 Third Amendment shall have the meanings set forth in the Interlocal Agreement.

Section 2. O.B. Johnson Park Project. Notwithstanding anything in the Interlocal Agreement to the contrary, pursuant to the First Amendment to the ILA and Second Amendment to the ILA, the City shall oversee the OB Johnson Park Project. The HBCRA shall secure all necessary funding for the implementation of the project. Until such time as the funding is available, the City shall utilize General Fund dollars in an amount not to exceed \$2,019,740 to make any and all necessary purchases for the OB Johnson Park Project, which shall be reimbursed to the City from the Bank Note to be issued by the HBCRA. The total aggregate amount of the General Fund dollars to be reimbursed upon receipt of the bank note is \$2,952,740 which includes the \$ 933,000 for the months of July, August and September set forth in the Second Amendment to the Interlocal Agreement.

Section 3. Conflicts. Except as expressly modified herein by this Third Amendment, the provisions of the Interlocal Agreement, First Amendment, and Second 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 Third

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

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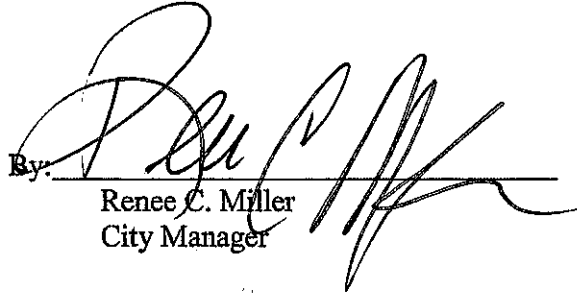
IN WITNESS WHEREOF, the City and the CRA hereto have caused this Third Amendment to be executed as of the date first above written.

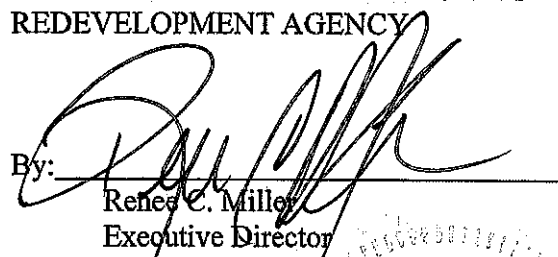
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CRA:

CITY OF HALLANDALE BEACH

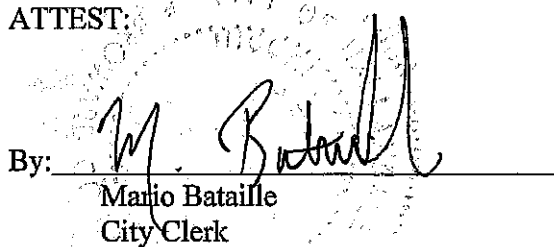
HALLANDALE BEACH COMMUNITY  
REDEVELOPMENT AGENCY

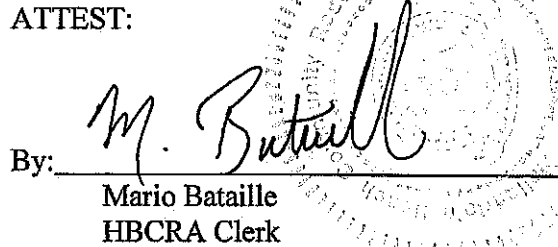
By:   
Renee C. Miller  
City Manager

By:   
Renee C. Miller  
Executive Director

ATTEST:

ATTEST:

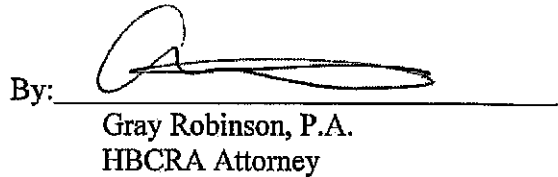
By:   
Mario Bataille  
City Clerk

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