

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (this "First Amendment") is made and entered into as of September ____, 2023, 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").

R E C I T A L S

1. The City and the HBCRA entered into that certain Interlocal Agreement dated February 16, 2022 (the "Agreement") regarding the Project.

2. The City and the HBCRA desire to incorporate certain modifications into the Agreement as set forth in this First Amendment.

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

Section 1. Recitals; Defined Terms.

1.1 Recitals. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.

1.2 Defined Terms. All defined terms not defined in this First Amendment shall have the meanings set forth in the Redevelopment Agreement.

Section 2. Project Funding. Section 2 of the Agreement is deleted in its entirety and replaced by the following:

"For Fiscal Year 2023-24, the HBCRA shall provide \$1,937,128 to the City for the Project (the "HBCRA Contribution"). For Fiscal Year 2023-24, the City shall contribute \$790,382 from the City's Transportation Funds to the Project for a total Project funding of \$6,134,338 (which includes the FDOT grant of \$3,406,828 and the HBCRA Contribution). The Project costs include the purchase of the buses, charging equipment and associated fees.

Section 3. Conflicts. 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.

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:

By: _____
Jenorgen M. Guillen
City Clerk

Approved as to form and legal sufficiency

By: _____
Jennifer Merino
City Attorney

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY,
a public body corporate and politic

By: _____
Jeremy Earle
Executive Director

ATTEST:

By: _____
Jenorgen M. Guillen
HBCRA Secretary

Approved as to form and legal sufficiency:

By: _____
Taylor English Duma LLP
HBCRA Attorney