SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT (this "Second Amendment") is made and entered into this 26th day of August, 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 Parties desire to enter into a Second Amendment to the Interlocal Agreement in certain respects as set forth in this Second 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 Second 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, 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 $933,000 during the months of July, August, and September of 2015 to make any and all necessary purchases for the OB Johnson Park Project, which shall reimbursed to the City from the Bank Note to be issued by the HBCRA..

Section 2.1. HBCRA Board to approve a Resolution authorizing the issuance of the debt in an amount not to exceed $15.4 Million

Section 2.2. HBCRA Board shall approve a Resolution accepting the proposed terms of the recommended lending institution funding the requested bank note.

Section 2.3 The amount of the note shall be funded into the HBCRA bank account. Once the note is funded by selected lender, HBCRA will transfer the full amount of the bank note to the City to be deposited in a designated project account.

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

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

CITY:

CITY OF HALLANDALE BEACH

By:_____
Renee C. Miller
City Manager

ATTEST:

By:_____
Mario Bataille
City Clerk

Approved as to form and legal sufficiency:

By:_____
V. Lynn Whitfield, City Attorney

CRA:

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY

By:_____
Renee C. Miller
Executive Director

ATTEST:

By:_____
Mario Bataille
HBCRA Clerk

Approved as to form and legal sufficiency:

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