

**AMENDMENT No. 1 TO BUILDING BETTER
COMMUNITIES INTERLOCAL AGREEMENT
DATED FEBRUARY 23rd, 2021
BETWEEN
CITY OF NORTH MIAMI
AND
MIAMI-DADE COUNTY**

Development of Cagni Park – Phase 1 GOB
Project Number Project 019-70791/3003859

THIS AMENDMENT (the “Amendment”) to the Interlocal (hereinafter defined) by and between Miami-Dade County, a political subdivision of the State of Florida (the “County”), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the “Board”) and the City of North Miami, Florida, a municipal corporation organized under the laws of the State of Florida, through its governing body, the Mayor and City Council of the City of North Miami, Florida (the “Municipality”) is entered into this _____ day of _____, 20____.

NOW THEREFORE, pursuant to Resolution No. R-595-05, which specifically authorizes the County Mayor or Designee to execute such agreements, sub-agreements and other required contracts and documents, to expend Building Better Communities bond funds received for the purpose described in the funding request, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. The Parties have previously executed an Agreement on February 23rd, 2021, in the amount of \$5,000,000 for the Project.

Section 2. To the extent that the terms and provisions of the Grant are not expressly amended herein, such other terms and provisions shall be deemed in full force and effect, except that in the event of a conflict between the Interlocal and this Amendment, the provisions of this Amendment shall prevail. All capitalized terms contained in this Amendment which are not defined in this Amendment shall have their respective meanings ascribed to them in the Interlocal. The Exhibit 1 to the original Agreement entitled "Project Budget and Description" is hereby amended to incorporate the updated Project Budget and description attached hereto.

Section 3. Section 4 of the Interlocal is amended to read as follows:

Each party agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. “Applicable Law” means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, “Applicable Laws” and “applicable laws” shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, all disclosure requirements imposed by Sections 2-8.1 and 2-8.6 of the Miami-Dade County Code, all requirements of

Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No. R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes disclosure statement, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance No. 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code, Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes, and all other applicable requirements contained in this Agreement..

The Municipality shall comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and shall execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance, which shall incorporate the following Federal laws and Acts:

- (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I Employment;
- (2) Title II, Public Services;
- (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
- (4) Title IV, Telecommunications;
- (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State.

The Municipality covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest and Code of Ethics) as may be amended and which is incorporated herein by reference as if fully set forth herein, Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), and Resolution No. R-185-00 (Domestic Leave Ordinance).

E-Verify

Effective January 1, 2021, section 448.095(e) of the Florida Statutes requires all public employers, contractors and subcontractors, including The Children's Trust providers, to use the E-Verify system to establish the authorization of new employees, including all new subcontractors and professional services consultants, to work in this country. Providers must also obtain and keep an affidavit from its subcontractors affirming that the subcontractors do not employ, contract or subcontract with any individuals who are not authorized to work in the US. Providers who have been found to violate the statute will have their agreement or contract terminated, and not renewed for at least a year, per Florida Statutes. If a provider's subcontractor has violated the statute, the provider must immediately terminate the subcontractor. The E-Verify system is Internet-based and operated by the Department of Homeland Security that verifies the employment eligibility of employees.

For more information on E-Verify and 448.095(e), F.S. (2020), go to <https://www.e-verify.gov/>.

Section 4. Section 9(a)(3) of the Interlocal is amended to read as follows:

If the Municipality fails to complete the Project within six (6) years of the effective date of the first

executed Interlocal Agreement of this Project unless such deadline is extended in accordance with Section 13 of this Agreement.

Section 5. Section 13 of the Interlocal is amended to read as follows:

Notwithstanding the aforementioned, the deadline set forth in Section 9(a)(3) may be extended upon a written request from the Municipality and a written response approving same from the County Mayor or Mayor's designee.

All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the County Charter referenced in this agreement are posted on the County's website: "miamidade.gov".

Section 6. This Amendment and the Interlocal, as amended by this Amendment, constitute the sole and only agreement of the parties and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations or representation not expressly set forth in the Interlocal, as amended, and this Amendment are of no force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of _____, 20____.

ATTESTED:

City of North Miami, Florida

By: _____
City Clerk

By: _____
City Manager _____ Date _____

APPROVED AS TO FORM LEGALITY
LANGUAGE AND EXECUTION THEREOF:

MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor or Designee

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

Stephen P. Clark Center
111 NW 1 Street
Miami, Florida 33128

ATTEST: MIAMI DADE COUNTY, FLORIDA
JUAN FERNANDEZ-BARQUIN,

CLERK OF THE COURTS AND
COMPTROLLER,

By: _____
(Deputy Clerk Signature)

Print Name: _____

Date: _____

Approved by County Attorney as
to form and legal sufficiency. _____

Approved by City Attorney as
to form and legal sufficiency. _____