

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2739.21**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR FEDERALLY-FUNDED SUBAWARD WITH MIAMI-DADE COUNTY FOR THE REIMBURSEMENT OF EXPENSES INCURRED DUE TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19) PURSUANT TO THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 27, 2020, President Donald J. Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act (the "CARES Act") into law which, among other things, provided funding to local governments to cover expenses that are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and

**WHEREAS**, on March 11, 2021 President Joseph R. Biden signed into law the American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package which is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress; and

**WHEREAS**, the Town desires to enter into the Second Amendment to the Interlocal Agreement for Federally-Funded Subaward (the "Agreement") with the County for the reimbursement of eligible expenses related to the COVID-19 pandemic under the CARES Act in substantially the form attached hereto as Exhibit "A"; and

**WHEREAS**, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval.** That the Town Council approves the Agreement with the County in substantially the form attached hereto as Exhibit "A."

**Section 3. Authorization.** That the Town Council hereby authorizes the Town Manager to execute the Agreement with the County, in substantially the form attached hereto as Exhibit "A," with such further revisions or modifications as may be acceptable to the Town Manager and the Town Attorney, and to execute any subsequent amendments or related documents necessary to implement the Agreement, subject to the approval of the Town Attorney as to form, content, and legal sufficiency.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption.

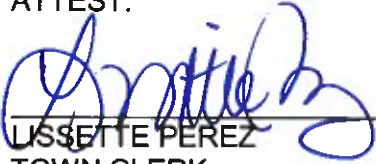
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Motion to adopt the foregoing Resolution was offered by Vice Mayor Lusskin, seconded by Councilmember Einstein and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Judy Lusskin	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 20<sup>th</sup> day of April, 2021.

ATTEST:

  
\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

  
\_\_\_\_\_  
MAYOR GLENN SINGER

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

---

## MEMORANDUM

---

**Date:** April 20, 2021

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager

Item Number:

6

**Subject: Resolution No. 2739.21 - Approving the Second Amendment to the Interlocal Agreement for Federally-Funded Subaward with Miami-Dade County for the Reimbursement of Expenses Incurred due to COVID-19, Pursuant to the CARES Act.**

---

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2739.21 as presented.

### **Background:**

With the passage of the **American Rescue Plan Act of 2021**, also called the **COVID-19 Stimulus Package** which is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021 our current CARE Act agreement needs to be amended. The amended agreement will allow the Town to seek reimbursements and direct funding through the American Rescue Act of 2021.

We are recommending that you allow for the Mayor, Attorney and I to execute the final agreed to MOU (the one attached may have some changes) allowing the Town to seek funds.

### **Fiscal Impact:**

The Town had an original request of \$300,000 and we have recently increased our request to \$536,290.00.

We have received to date \$156,011.00.

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT  
FOR FEDERALLY-FUNDED SUBAWARD**

This Second Amendment (“Second Amendment”) to Interlocal Agreement dated \_\_\_\_\_ (the “Original Agreement”) by and between Miami-Dade County, a political subdivision of the State of Florida (the “County”), and \_\_\_\_\_, a municipal corporation located within the geographic boundaries of Miami-Dade County, Florida (the “Municipality”, and together with the County, the “Parties”), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021.

**WHEREAS**, on August 4, 2020, the Miami-Dade Board of County Commissioners (the “Board”) adopted Resolution No. R-781-20 which, among other things, authorized the County Mayor or Mayor’s designee to negotiate and execute interlocal grant agreements with each of the municipalities in the County, using a total of not-to-exceed \$100,000,000.00 in CARES Act CRF funds allocated as follows: (1) \$75,000,000.00 for reimbursement of FEMA local match eligible expenditures and any CARES Act eligible governmental operations expenditures that are not FEMA reimbursable, and (2) \$25,000,000.00 for municipal programmatic proposals subject to approval in advance by the Board; and

**WHEREAS**, the County and the Municipality subsequently entered into the Original Agreement setting forth the terms of the dissemination of such CARES Act CRF funds to the Municipality for reimbursement of such eligible expenditures; and

**WHEREAS**, in response to Resolution No. R-1236-20 adopted by the Board on December 7, 2020, the County and the Municipality executed an amendment to the Original Agreement, dated \_\_\_\_\_ (“First Amendment”) (hereinafter, the Original Agreement as amended by the First Amendment shall be referred to as the “Agreement”); and

**WHEREAS**, on December 27, 2020, President Donald Trump signed into law H.R. 133, the Consolidated Appropriations Act, 2021, which extended the deadline by which expenditures under the CARES Act CRF must be incurred from December 30, 2020 to December 31, 2021; and

**WHEREAS**, accordingly, on January 26, 2021, the Board adopted Resolution No. R-86-21, which extended the deadline for municipalities that have received CARES Act CRF funds from the County for COVID-19 pandemic response until September 30, 2021 to expend such funds; and

**WHEREAS**, by this Second Amendment, the Parties now wish to further amend the Agreement as set forth herein to effectuate the purposes of Resolution No. R-86-21; and

**WHEREAS**, the Parties desire that all other terms and conditions of the Agreement remain in full force and effect,

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein by this reference.

2. **Capitalized Terms.** Except as otherwise defined herein, capitalized terms shall have the meanings assigned to them in the Agreement. All Article and Section references shall refer to the corresponding Article and Section in the Agreement.

3. **Affirmation of Agreement.** Except as expressly set forth in this Second Amendment, the Agreement shall remain unmodified and in full force and effect, and is hereby affirmed and ratified. In the event of any inconsistency between the terms of the Agreement and the terms of this Second Amendment, the terms of this Second Amendment shall govern and control in all respects. All references to the Agreement shall be deemed references to the Original Agreement as amended by the First Amendment and as further amended by this Second Amendment.

4. **Amendments.**

4.1 **Article IV Amended.** In Article IV, Section C, of the Agreement, “December 30, 2020” is hereby deleted and replaced with “December 31, 2021”.

4.2 **Article VI Amended.** In Article VI, Section A, of the Agreement, “December 30, 2020” is hereby deleted and replaced with “September 30, 2021”.

5. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Second Amendment and shall in no way affect any other condition, covenant, or other provision herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

6. **Further Action/Amendment.** The Parties shall execute and deliver all documents, provide all information, and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Second Amendment.

7. **Governing Law.** This Second Amendment shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Venue or location for any legal action arising under this Second Amendment will be in Miami-Dade County, Florida.

8. **No Third Party Beneficiary Rights.** This Second Amendment is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a Party hereto.

9. **Authority.** The individuals who execute this Second Amendment represent and warrant that they are duly authorized to execute this instrument on behalf of each Party and that no other signature, act, or authorization is necessary to bind the Parties to this Second Amendment.

**IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.**

Miami-Dade County, Florida:

Town of Golden Beach, Florida :

By: \_\_\_\_\_

By: \_\_\_\_\_

Edward Marquez  
Chief Finance Officer/Finance Director

Name: Glenn H. Singer  
Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By: \_\_\_\_\_

Assistant County Attorney