

NOTE: There is a three-minute time limit on all comments from the public, regardless of the subject matter. A request form is available from the Deputy Town Clerk; please fill it in and return it to her prior to the start of the meeting if you would like to speak during public comment. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please turn off or mute your cell phone or pager at the start of the meeting. Thank you.

TOWN OF BAY HARBOR ISLANDS **SPECIAL COUNCIL MEETING AGENDA**

June 22, 2020

SPECIAL NOTICE - VIRTUAL MEETING

This meeting is being held through the Zoom Platform. Members of the Public who wish to participate and/or view the meeting may do so by logging in through the Zoom Platform as follow:

Zoom Link: <https://zoom.us/j/97112654273>
Meeting ID: 971 1265 4273

In addition, any member of the public who does not wish, or is unable to participate through the Zoom video conferencing platform, but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free number below:

US Toll Free Number: 877 853 5247 or 888 788 0099
Meeting ID: 971 1265 4273

CALL TO ORDER: 5:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

1. **Approval and authorization** for the Interim Town Manager to execute an amendment to the Inter Local Agreement with Miami Dade Public School Board to allow the Town to operate its Summer Care Program at the Ruth K. Broad Bay Harbor K-8 Center during the COVID-19 Pandemic in compliance with CDC and County Mayor's Emergency Orders. Enclosed is a copy of the proposed amendment and a Waiver that will be signed by Camp participants.

STAFF RECOMMENDATION: Approval

2. **Approval and authorization** for the Interim Town Manager to execute an amendment to the Tennis Courts Lease with Miami Dade County School Board for the use of the Tennis Courts during the COVID-19 pandemic in compliance with CDC recommendations and the County Mayor's Emergency Orders. Enclosed is a copy proposed amendment.

STAFF RECOMMENDATION: Approval

ADJOURNMENT: Approximately 6:00 p.m.

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

June 22, 2020

ITEM NUMBER: 1.

ITEM: Approval and authorization for the Interim Town Manager to execute an amendment to the Inter Local Agreement with Miami Dade Public School Board to allow the Town to operate its Summer Care Program at the Ruth K. Broad Bay Harbor K-8 Center during the COVID-19 Pandemic in compliance with CDC and County Mayor's Emergency Orders. Enclosed is a copy of the proposed amendment and a Waiver that will be signed by Camp participants.

DESCRIPTION:

The proposed amendment will allow the Town to operate this year Summer Care Program at the Ruth K. Broad K-8 Center during the COVID-19 Pandemic. The Camp will operate in compliance with CDC and County Mayor's Emergency Orders.

Enclosed is a copy of the proposed amendment.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Interim Town Clerk
Marlene Marante Siegel, Interim Town Manager

ATTACHMENTS

1. FINAL. 06.18.20. First Amendment to Joint Use Agreement (1)
2. FINAL. Exhibit A - CONTRACT. SBAO. Release. 3rd Party. COVID19 Release - Third Parties -

FIRST AMENDMENT TO JOINT USE AGREEMENT

THIS FIRST AMENDMENT TO JOINT USE AGREEMENT (the “**First Amendment**”) is made and entered into as of this _____ day of _____, 20____, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (hereinafter referred to as the “**School Board**”), and the TOWN OF BAY HARBOR ISLANDS, a municipal corporation of the State of Florida (hereinafter referred to as the “**Town**”). The School Board and Town are sometimes referred to in this First Amendment individually as “**Party**” and collectively as the “**Parties**”.

WITNESSETH

WHEREAS, the School Board owns and has under its jurisdiction certain real property known as Ruth K Broad/Bay Harbor K-8 Center, located at 1155 93 Street, Bay Harbor Islands, Florida, inclusive of all classrooms, recreational facilities and ancillary spaces (“**School**”); and

WHEREAS, the School Board and Town entered into that certain May 8, 2007 Joint Use Agreement (the “**Agreement**”), to allow for the joint occupancy and use of certain Joint Use Properties (as such term is defined in the Agreement), under the terms and conditions set forth in the Agreement; and

WHEREAS, the School Board, as part of its March 14, 2007 Board Action authorizing the Agreement (BA#110,069), authorized the Superintendent of Schools to grant or deny all approvals required under the Agreement; and

WHEREAS, due to the COVID-19 pandemic, the School is temporarily closed, and the Joint Use Properties have been unavailable for use by the Town; and

WHEREAS, the Town is desirous of re-occupying the Joint Use Properties prior to the re-opening of the School by the School Board, in order for the Town to staff and operate its summer care program to serve the community; and

WHEREAS, the School Board and Town are desirous of entering into this First Amendment to incorporate new terms and conditions related to the COVID-19 pandemic, which are required to allow the Town to commence its use and occupancy of the Joint Use Properties; and

WHEREAS, the Town has formulated a plan for opening its summer care program at the Joint Use Properties, which the Town represents to be a plan in accordance with

all local, County, State, School Board, Federal and/or Center for Disease Control (“**CDC**”) guidelines and requirements related to the COVID-19 pandemic, as such CDC guidelines may be amended from time to time (“**Re-Opening Plan**”); and

WHEREAS, the Town shall be solely legally responsible and fully liable for compliance and implementation of the Re-Opening Plan, at the Town’s sole cost and expense; and

WHEREAS, by accepting possession of the Joint Use Properties, the Town certifies that the Town shall comply and shall continue to comply with the Re-Opening Plan at all times in its use and occupancy of the Joint Use Properties.

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Article XV (MISCELLANEOUS) of the Agreement is hereby amended to add the following language:

“T. Emergency Orders. Notwithstanding any other provisions of this Agreement, the Town acknowledges and agrees that the Town shall comply with the CDC guidelines relating to the COVID-19 pandemic, Miami-Dade County Emergency Order 15-20, Miami-Dade County Emergency Order 21-20, and State of Florida Executive Order 20-123, as amended on May 22, 2020, and as each may be subsequently modified or amended, as well as any other local, County, State, School Board and/or Federal Orders currently in place, or that may be implemented in the future, relating to staffing and operating its summer care program during the COVID-19 pandemic (“**Emergency Orders**”) at all times during the Town’s use of the Joint Use Properties. These restrictions may include, but are not limited to, social distancing requirements, site supervision to ensure compliance, requirements for Personal Protective Equipment, sanitizing protocols, closure of facilities or restrictions on maximum capacity, inspections, licensing, permitting, etc., by all applicable jurisdictional entities. It is understood and agreed that, by virtue of accepting possession of the Joint Use Properties, the Town certifies to the School Board full compliance therewith, and further represents and certifies to the School Board that it shall continue to be in full compliance, at the Town’s sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the School Board relating thereto. Enforcement of these procedures and mitigating measures

by the Town, in accordance with the Re-Opening Plan, is a condition precedent to the Town's continued use and occupancy of the Joint Use Properties under this Agreement. Non-compliance by the Town of the foregoing procedures and requirements shall be deemed a material breach of this First Amendment.

For avoidance of doubt, the Town understands, represents and certifies that the Town shall be solely legally responsible and fully liable for compliance with and implementation of the Re-Opening Plan, at the Town's sole cost and expense. Non-compliance with the Re-Opening Plan shall be deemed a material breach of this First Amendment."

3. Article XV (MISCELLANEOUS) of the Agreement is amended to add the following language:

"U. Maintenance during the COVID-19 pandemic. Notwithstanding any other provisions of this Agreement, the Town shall be solely legally responsible and fully liable for compliance with all maintenance requirements and mitigating measures, under any Emergency Order or School Board Policy relating thereto, at the Town's sole cost and expense. Enforcement of these procedures is a condition precedent to the Town's continued use and occupancy of the Joint Use Properties under any Emergency Order or School Board Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this First Amendment."

4. Article XII (LIABILITY FOR DAMAGE OR INJURY) of the Agreement is amended to add the following language:

"C. Town Liability during the COVID-19 pandemic. The Town shall provide proof of Insurance with coverages acceptable to the School Board's Office of Risk Management, which shall include a self-insured retention with limits not less than \$300,000."

5. Section B of Article XIII (INDEMNIFICATION) of the Agreement is amended to add the following paragraph:

"Notwithstanding the above, in consideration for the School Board allowing the Town to open its summer care program located at the Joint Use Properties during the COVID-19 pandemic, the Town shall indemnify, hold harmless and defend the School Board, its employees, agents and representatives, from any and all liability, damages, expenses, including attorney's fees and court costs through all appeals, claims and lawsuits arising out of or in connection with the Town's implementation of the Re-

Opening Plan. This indemnification shall not abrogate, circumvent, or otherwise expand the limitations set forth in Section 768.28, Florida Statutes (as amended) Florida Statutes whether for the Town or the School Board.

Notwithstanding any other provision of this First Amendment, as a precondition to access and use by the Town of any or all of the Joint Use Properties, the Town shall procure and deliver to District staff a duly executed copy of the attached Obligations of Activity Participants Waiver, Release and Hold Harmless from each Activity Participant as defined therein, attached hereto and incorporated herein as **Exhibit "A"**.

6. Article XIV (DEFAULT) of the Agreement is amended to add the following language:

“D. Material Breach. The Parties acknowledge and agree that any material breach of this First Amendment beyond the Cure Period (defined below) may result in the cancellation of this First Amendment, irrespective of any other provisions of Article XIV of this Agreement. The School Board shall provide the Town with written notice of a material breach of this First Amendment, specifying the facts that form the basis of the material breach. The Town shall have three (3) business days from the date that it receives the written notice to cure the material breach (“Cure Period”).”

7. Notwithstanding anything above or below to the contrary, this First Amendment shall only be applicable and effective while there is an Executive Order declaring a State of Emergency for COVID-19. Once there is no longer an Emergency Order declaring a State of Emergency for COVID-19, this First Amendment shall become null and void, in its entirety, and of no further force or effect
8. The Effective Date of this First Amendment shall be the date on which the last of the Parties executes this First Amendment.
9. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the School Board and Town have caused this First Amendment to be executed by their respective and duly authorized officers as of the day and year first hereinabove written.

WITNESSES AS TO SCHOOL BOARD:

SCHOOL BOARD:

THE SCHOOL BOARD OF MIAMI-
DADE COUNTY, FLORIDA

Print Name: _____

By: _____

Alberto M. Carvalho
Superintendent of Schools

Date: _____

Print Name: _____

**TO THE SCHOOL BOARD: APPROVED
AS TO RISK MANAGEMENT ISSUES:**
Office of Risk and Benefits Management

RECOMMENDED:

Risk and Benefits Officer

Date: _____

Jaime G. Torrens
Chief of Staff

Date: _____

**TO THE SCHOOL BOARD: APPROVED
AS TREASURY MANAGEMENT ISSUES:**
Office of Treasury Management

**TO THE SCHOOL BOARD:
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Treasurer

Date: _____

School Board Attorney

Date: _____

WITNESSES AS TO TOWN:

TOWN:

TOWN OF BAY HARBOR ISLANDS

By: _____

Title: _____

Date: _____

Print Name: _____

Print Name: _____

EXHIBIT “A”

Obligations of Activity Participants **Waiver, Release & Hold Harmless**

COVID-19 and Voluntary Third-Party Extracurricular Activities **Summer 2020 and School Year 2020-21**

Extra-Curricular Activity: _____

Parent/Guardian’s Name: _____

Participating Child(ren)’s Name: _____

I desire to participate or allow my child(ren) (“Activity Participant”) to participate in one or more voluntary extracurricular activities being held on the campus(es) of the School Board of Miami-Dade County, Florida (“School Board”). I acknowledge that the novel coronavirus known as COVID-19 has been declared as a worldwide pandemic and is believed to be contagious and spread by person-to-person contact, including in Miami-Dade County. I further acknowledge that federal, state, and local agencies recommend social distancing and other measures to prevent the spread of COVID-19.

The School Board will have third-party organizations (“Organizations”) conducting certain extracurricular activities, including summer camps, on its campus(es) beginning in the Summer of 2020 and continuing into the 2020-21 school year. I understand that if I or my child(ren) choose to participate in these Organizations’ activities (hereinafter “Activity”), the Activity will be controlled, organized, contracted, staffed and insured independent of the School Board, and will be conducted with the safety protocols these Organizations deem appropriate under the circumstances at the time, which may be subject to change. I understand that the School Board will not be responsible for implementing, supervising, or informing the Activity Participant(s) of this Organization’s safety protocols, and that it is solely my responsibility, as well as the Activity Participant’s, to adhere to all state, federal, and local safety protocols, as well as those the Organization provides.

In an effort to ensure the safety and wellness of our school community, I understand the importance of Activity Participants, including my child(ren), being healthy and safe when they participate in the Activity. By signing below, I agree that I will:

- Perform daily temperature checks on my child(ren) to screen for fever before arrival to the Activity. Fever is defined as a temperature over 100.4 F or 38.0 C. If my child(ren) has a fever, I will not permit my child(ren) to participate in the Activity until he/she has been without a fever for at least 72 hours.
- Make a visual inspection of my child(ren) for signs of illness which could include: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), fatigue, or extreme fussiness. If my child(ren) has exhibited any of these signs or symptoms, I will not permit my child(ren) to participate in the Activity until he/she has been without signs or symptoms for at least 72 hours.

- Confirm that my child(ren), before and while participating in the Activity, has not tested positive for COVID-19 in the past 14 days, is not waiting for test results based on a diagnosed or suspected case of COVID-19, and has not within 14 days returned from an area subject to CDC Level 3 Travel Health Notice.
- Confirm that my child(ren), before and while participating in the Activity, has not been in contact with someone who has either tested positive for COVID-19 in the past 14 days, is waiting for test results based on a diagnosed or suspected case of COVID-19, or has returned from a highly impacted area subject to a CDC Level 3 Travel Health Notice. If my child(ren) has been in contact with such a person, including from the same household, I will not permit my child(ren) to participate in the Activity until 14 days have elapsed since the time of contact.
- Promptly pick up my child(ren), or arrange for pickup, if signs or symptoms of illness are present. I understand that children are to remain home until illness-free for at least 72 hours without the use of medicine.

By signing this document, I acknowledge and affirm all of the statements above. I also understand that I or my child(ren) may unavoidably be exposed to or infected by COVID-19 as a result of participation in the Activity, and that such exposure or infection may result in personal injury, illness, sickness, and/or death. I understand that the risk of exposure or infection may result from the actions, omissions, or negligence of myself, my child(ren), these Organizations, School Board staff, volunteers, or agents, other Activity participants, or others not listed, and I acknowledge that all such risks are known to me.

In consideration of my and/or my child(ren) being able to participate in the Activity, I, on behalf of myself and my child(ren), as well as anyone entitled to act on my behalf, hereby knowingly and voluntarily forever waive, release, and hold the School Board and its employees and agents harmless from any and all claims, suits, liability, actions, judgments, attorneys' fees, costs, and any expenses of any kind resulting from injuries or damages, grounded in tort or otherwise, that I and/or my child(ren), or my or our representatives, sustain during or related to my child(ren)'s participation or involvement in the Activity.

If this Waiver, Release and Hold Harmless or any portion thereof is determined to be invalid or unenforceable for any reason, the remaining provisions of this Waiver, Release, and Hold Harmless, as well as any other agreement(s) concerning my or my child(ren)'s participation in this Activity, shall be unaffected and remain in full force and effect.

Signature of Parent/Guardian

Signature of Activity Participant

Print name of Parent/Guardian

Print name of Activity Participant

Date of signature

Date of signature

AGENDA ITEM REPORT

June 22, 2020

ITEM NUMBER: 2.

ITEM: Approval and authorization for the Interim Town Manager to execute an amendment to the Tennis Courts Lease with Miami Dade County School Board for the use of the Tennis Courts during the COVID-19 pandemic in compliance with CDC recommendations and the County Mayor's Emergency Orders. Enclosed is a copy proposed amendment.

DESCRIPTION:

Enclosed is a copy of the proposed amendment to the lease agreement for the Tennis Courts.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Interim Town Clerk
Marlene Marante Siegel, Interim Town Manager

ATTACHMENTS

1. FINAL Tennis Facilities Lease. First Amendment.

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "**First Amendment**") is made and entered into as of this _____ day of _____, 20____, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (hereinafter referred to as the "**School Board**"), and the TOWN OF BAY HARBOR ISLANDS, a municipal corporation of the State of Florida (hereinafter referred to as the "**Town**"). The School Board and Town are sometimes referred to in this First Amendment individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the School Board owns and has under its jurisdiction certain real property known as the Bay Harbor Islands Tennis Facilities, occupying a portion of Block 19, Bay Harbor Islands, Florida, inclusive of all courts, lighting and office/storage/restroom building ("**Tennis Facilities**"); and

WHEREAS, the School Board and Town entered into that certain June 28, 1994 Lease Agreement (the "**Agreement**"), to allow for the Town's use of the Tennis Facilities, under the terms and conditions set forth in the Agreement; and

WHEREAS, due to the COVID-19 pandemic, the Tennis Facilities are temporarily closed, and have been unavailable for use by the Town; and

WHEREAS, the Town is desirous of re-occupying the Tennis Facilities, in order for the Town to staff and operate its summer care program to serve the community; and

WHEREAS, the School Board and Town are desirous of entering into this First Amendment to incorporate new terms and conditions related to the COVID-19 pandemic, which are required to allow the Town to commence its use and occupancy of the Tennis Facilities; and

WHEREAS, the Town has formulated a plan for opening its summer care program at the Tennis facilities, which the Town represents to be a plan in accordance with all local, County, State, School Board, Federal and/or Center for Disease Control ("**CDC**") guidelines and requirements related to the COVID-19 pandemic, as such CDC guidelines may be amended from time to time ("**Re-Opening Plan**"); and

WHEREAS, the Town shall be solely legally responsible and fully liable for compliance and implementation of the Re-Opening Plan, at the Town's sole cost and expense; and

WHEREAS, by accepting possession of the Tennis Facilities, the Town certifies that the Town shall comply and shall continue to comply with the Re-Opening Plan at all times in its use and occupancy of the Tennis Facilities.

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Article III (USE OF PROPERTY) of the Agreement is hereby amended to add the following language:

"Emergency Orders. Notwithstanding any other provisions of this Agreement, the Town acknowledges and agrees that the Town shall comply with the CDC guidelines relating to the COVID-19 pandemic, Miami-Dade County Emergency Order 15-20, Miami-Dade County Emergency Order 21-20, and State of Florida Executive Order 20-123, as amended on May 22, 2020, and as each may be subsequently modified or amended, as well as any other local, County, State, School Board and/or Federal Orders currently in place, or that may be implemented in the future, relating to staffing and operating its summer care program during the COVID-19 pandemic ("**Emergency Orders**") at all times during the Town's use of the Tennis Facilities. These restrictions may include, but are not limited to, social distancing requirements, site supervision to ensure compliance, requirements for Personal Protective Equipment, sanitizing protocols, closure of facilities or restrictions on maximum capacity, inspections, licensing, permitting, etc., by all applicable jurisdictional entities. It is understood and agreed that, by virtue of accepting possession of the Tennis facilities, the Town certifies to the School Board full compliance therewith, and further represents and certifies to the School Board that it shall continue to be in full compliance, at the Town's sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the School Board relating thereto. Enforcement of these procedures and mitigating measures by the Town, in accordance with the Re-Opening Plan, is a condition precedent to the Town's continued use and occupancy of the Tennis facilities under this Agreement. Non-compliance by the Town of the foregoing procedures and requirements shall be deemed a material breach of this First Amendment.

For avoidance of doubt, the Town understands, represents and certifies that the Town shall be solely legally responsible and fully liable for compliance with and implementation of the Re-Opening Plan, at the Town's sole cost and expense. Non-compliance with the Re-Opening Plan shall be deemed a material breach of this First Amendment."

3. Article X (MAINTENANCE OF DEMISED PREMISES) of the Agreement is amended to add the following language:

"Maintenance during the COVID-19 pandemic. Notwithstanding any other provisions of this Agreement, the Town shall be solely legally responsible and fully liable for compliance with all maintenance requirements and mitigating measures, under any Emergency Order or School Board Policy relating thereto, at the Town's sole cost and expense. Enforcement of these procedures is a condition precedent to the Town's continued use and occupancy of the Tennis Facilities under any Emergency Order or School Board Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this First Amendment."

4. Article VII (LIABILITY FOR DAMAGE OR INJURY) of the Agreement is amended to add the following language:

"Town Liability during the COVID-19 pandemic. The Town shall provide proof of Insurance with coverages acceptable to the School Board's Office of Risk Management, which shall include a self-insured retention with limits not less than \$300,000."

5. Article VIII (INDEMNIFICATION) of the Agreement is amended to add the following paragraphs:

"Notwithstanding the above, in consideration for the School Board allowing the Town to open its summer care program located at the Tennis Facilities during the COVID-19 pandemic, the Town shall indemnify, hold harmless and defend the School Board, its employees, agents and representatives, from any and all liability, damages, expenses, including attorney's fees and court costs through all appeals, claims and lawsuits arising out of or in connection with the Town's implementation of the Re-Opening Plan. This indemnification shall not abrogate, circumvent, or otherwise expand the limitations set forth in Section 768.28, Florida Statutes (as amended) whether for the Town or the School Board.

Notwithstanding any other provision of this First Amendment, as a precondition to access and use by the Town of any or all of the Tennis Facilities, the Town shall procure and deliver to District staff a duly executed copy of the attached Obligations of Activity Participants Waiver, Release and Hold Harmless from each Activity Participant as defined therein, attached hereto and incorporated herein as **Exhibit "A"**.

6. Article XXVI (DEFAULT PROVISION) of the Agreement is amended to add the following language:

"Material Breach. The Parties acknowledge and agree that any material breach of this First Amendment beyond the Cure Period (defined below) may result in the cancellation of this First Amendment, irrespective of any other provisions of Article XXVI of this Agreement. The School Board shall provide the Town with written notice of a material breach of this First Amendment, specifying the facts that form the basis of the material breach. The Town shall have three (3) business days from the date it receives the written notice to cure the material breach ("Cure Period")."

7. Notwithstanding anything above or below to the contrary, this First Amendment shall only be applicable and effective while there is an Executive Order declaring a State of Emergency for COVID-19. Once there is no longer an Emergency Order declaring a State of Emergency for COVID-19, this First Amendment shall become null and void, in its entirety, and of no further force or effect
8. The Effective Date of this First Amendment shall be the date on which the last of the Parties executes this First Amendment.
9. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the School Board and Town have caused this First Amendment to be executed by their respective and duly authorized officers as of the day and year first hereinabove written.

WITNESSES AS TO SCHOOL BOARD:

SCHOOL BOARD:

THE SCHOOL BOARD OF MIAMI-
DADE COUNTY, FLORIDA

Print Name: _____

By: _____

Alberto M. Carvalho
Superintendent of Schools

Date: _____

Print Name: _____

**TO THE SCHOOL BOARD: APPROVED
AS TO RISK MANAGEMENT ISSUES:**
Office of Risk and Benefits Management

RECOMMENDED:

Risk and Benefits Officer

Date: _____

Jaime G. Torrens
Chief of Staff

Date: _____

**TO THE SCHOOL BOARD: APPROVED
AS TREASURY MANAGEMENT ISSUES:**
Office of Treasury Management

**TO THE SCHOOL BOARD:
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Treasurer

Date: _____

School Board Attorney

Date: _____

WITNESSES AS TO TOWN:

TOWN:

TOWN OF BAY HARBOR ISLANDS

By: _____

Title: _____

Date: _____

Print Name: _____

Print Name: _____