

RESOLUTION OF THE TOWN COUNCIL OF GOLDEN BEACH,
FLORIDA ADOPTING THE SEWAGE SYSTEM COLLECTION
STUDY DATED MARCH 1987, AS PREPARED BY
PETER P. BALJET P.E. AND ATTACHED HERETO.

WHEREAS, the State of Florida Department of Environmental
Regulation requires that a sewage system collection study be accom-
plished as a prerequisite to the Environmental Protection Agency
Step 3 Grant Application; and

WHEREAS, the Town Council of the Town of Golden Beach
hired Peter P. Baljet P.E. and Land Technology Group to accomplish
this task; and

WHEREAS, the Town Council have reviewed said plan in con-
nection with the completed plans and the overall grant application
process for partial funding of the proposed sewage collection and
transmission facilities for the entire Town of Golden Beach;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF GOLDEN BEACH THAT:

Section 1. The Town Council has reviewed and approves
the Sewage System Collection Service Study dated March 1987 attached
hereto

Section 2. The Town Council authorizes Peter P. Baljet P.E.
to submit said study to the State of Florida Department of Environmental
Regulation for approval in connection with Golden Beach's application
for funds to construct sewer collection and transmission facilities.

PASSED AND ADOPTED by the Town Council of the Town of
Golden Beach, Florida this 21 day of July, 1987.

The Motion to adopt the foregoing was offered by:

Councilman Sorota

Seconded by:

Vice Mayor Tweedle

and on roll call the following vote ensued:

Mayor Tobin	<u>aye</u>
Vice Mayor Tweedle	<u>aye</u>
Councilman Duffner	<u>aye</u>
Councilman Fried	<u>aye</u>
Councilman Sorota	<u>aye</u>

Peter P. Baljet
MAYOR

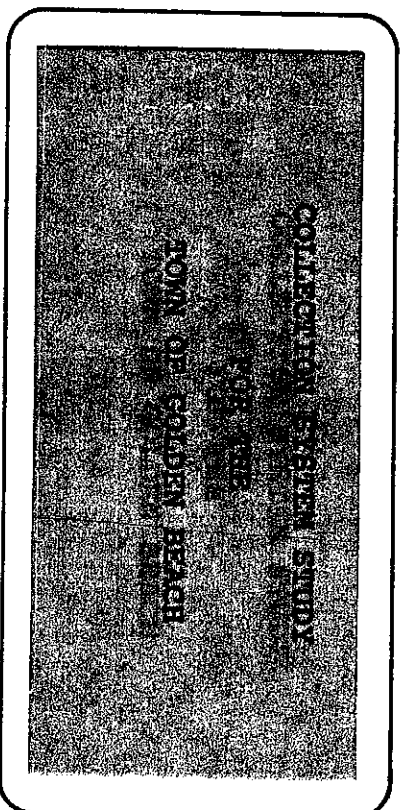
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

W. H. ...
TOWN ATTORNEY

Paul ...
TOWN CLERK

ATTEST

FILE



*Hi James
Project file*



LAND TECHNOLOGY GROUP, INC.

REAL ESTATE DEVELOPMENT & ENGINEERING CONSULTANTS

1. Project Defined

The scope of the Project shall be set forth on the plans and specifications prepared by the consulting engineer for GOLDEN BEACH.

2. Application for Construction Grants

(a) The COUNTY will submit an application for grant assistance to the EPA through the Florida Department of Environmental Regulation (DER) on behalf of GOLDEN BEACH for construction of the Project utilizing the previously prepared priority list application submitted by GOLDEN BEACH with the estimated eligible cost of the Project in accordance with DER policies and EPA rules and regulations governing awarded grants. However, while a 55% grant is anticipated, both parties acknowledge and agree that the percentage actually granted for the estimated eligible cost is solely within the discretion of DER and EPA and that the COUNTY shall not be liable for any costs of the Project which result from a decision by DER and/or EPA to grant less than 55 percent of said costs.

(b) Both parties agree that the COUNTY shall have the right not to accept a federal grant offer for the Project until execution of this Agreement by both parties hereto.

(c) The COUNTY shall promptly notify GOLDEN BEACH of the receipt of a federal grant offer from E.P.A. whereupon GOLDEN BEACH shall have 10 days in which to direct the COUNTY not to accept the grant. Any such direction by GOLDEN BEACH shall be binding on the COUNTY. GOLDEN BEACH shall not have the right to direct the COUNTY to accept a grant offer should the COUNTY decide not to do so.

(d) The COUNTY and GOLDEN BEACH agree that approval of any grant is solely within the discretion of EPA and DER and that the COUNTY has the right as provided in Sections 2(b), 4 and 6(a) of this Agreement to refuse or revoke acceptance of the grant offer. Therefore, GOLDEN BEACH agrees to indemnify and hold the COUNTY harmless from any claim, liability or loss resulting from disapproval or disallowance of all or part of the grant amount sought and resulting from a decision by the COUNTY not to accept a federal grant for the Project or to revoke acceptance thereof pursuant to Sections 2(b), 4 and Section 6(a) herein, provided, however, that GOLDEN BEACH shall not indemnify the COUNTY for

any such claim, liability or loss to the extent that such is due to the negligence of the COUNTY.

(e) GOLDEN BEACH agrees to provide any necessary assistance to the COUNTY in expediting approval of the grant application including providing timely response to any questions or issues raised by the reviewing and approving agencies. The COUNTY agrees to provide any necessary assistance to GOLDEN BEACH in expediting approval of the grant application.

3. Award of Federal Construction Grant Assistance

(a) If the COUNTY receives an award of grant funds pursuant to Title II of the Clean Water Act, GOLDEN BEACH shall promptly furnish the COUNTY with plans and specifications suitable for bidding which meet all requirements of controlling EPA grant regulations, including procurement regulations, and which identify all existing utilities to be affected by necessary construction activities. Upon review of said plans and specifications by the COUNTY, DER and EPA, GOLDEN BEACH shall make any modifications required including performance of any additional subsurface investigations requested.

(b) Subject to EPA approval, the COUNTY shall advertise for and receive bids for the Project. It will be the sole responsibility of the COUNTY to evaluate the bids and award all contracts to the lowest responsive bidders pursuant to established competitive bidding procedures and applicable EPA regulations.

4. Evaluation of Bids

After receipt of bids for the Project, the COUNTY will determine the relationship of the bid amounts to the cost estimate for the Project. The COUNTY will notify GOLDEN BEACH of the bids within 5 days of bid opening. If the low responsive bid(s) is higher than the cost estimate, the COUNTY and GOLDEN BEACH shall each have an independent right to recommend to the Dade County Commission that all bids be rejected. Should the Dade County Commission nevertheless award a contract despite a contrary recommendation by GOLDEN BEACH, then GOLDEN BEACH shall

not be responsible for project costs exceeding the cost estimate. However, GOLDEN BEACH will be responsible for all project costs providing it does not recommend rejection of all bids. If all bids are rejected, the COUNTY, in its sole discretion and with no liability therefor, shall have the right to determine not to rebid and construct the Project and shall accordingly, have the right to revoke acceptance of the EPA grant offer.

5. Contract Award and Performance

(a) All contracts for construction of the Project shall be between the COUNTY and the respective contractors and will be executed on the COUNTY'S standard form contract documents and in accordance with rules, regulations, and procedures of the COUNTY and EPA including but not limited to design and construction standards, specifications and insurance coverage to be provided by the contractors. The executed contract shall contain all relevant provisions as required by the COUNTY and EPA rules and regulations and shall specify that the COUNTY shall be named as obligee on the required performance and payment bonds to be provided by the contractor(s). Subject to approval by the COUNTY, GOLDEN BEACH may make recommendations for modifications in the contract documents. However, no modifications can be made to EPA or DER required language.

(b) The COUNTY, through the Miami Dade Water & Sewer Authority Department, will be responsible for administration of all contract construction work, including making progress payments to the contractor. The COUNTY will inspect the work performed during its progress in accordance with plans, specifications, and federal grant conditions. Copies of daily inspection reports will be promptly furnished to the consulting engineer for GOLDEN BEACH. All costs incurred by the COUNTY in respect of its efforts to obtain the necessary grant funding, the construction of the Project and administration of the contracts, including but not limited to contract formation, administration, supervision/inspection services, operation and maintenance of the Sewerage System Improvements or necessary force account work will

be paid to the COUNTY by GOLDEN BEACH. In accordance therewith, the COUNTY agrees that all of said costs shall be supported by a reasonable basis. It is anticipated that a portion of said costs will be subject to reimbursement by EPA and to the extent that said costs are reimbursed to the COUNTY by EPA, the COUNTY shall remit same to GOLDEN BEACH in accordance with Section 6(d) herein. Construction costs for the Project are estimated to be \$3.8 million. Subject to federal rules and regulations and determinations by EPA, portions of the following costs may be eligible for funding by EPA: administrative costs, architectural engineering fees, inspection costs, construction costs and design costs.

(c) GOLDEN BEACH and its consulting engineers shall have the right to monitor and observe the construction of the Project. The consulting engineer for GOLDEN BEACH shall be notified by the COUNTY to assist in the negotiation of all change orders. If so required by the COUNTY, GOLDEN BEACH and/or its consulting engineers shall provide supervision assistance during construction. The COUNTY shall not be liable or responsible for any costs incurred by GOLDEN BEACH and its consulting engineers in connection with such services or activities. To the extent allowable by EPA, these costs will be subject to federal funding, otherwise, the costs shall be the responsibility of GOLDEN BEACH.

6. Costs and Payments

(a) The COUNTY and GOLDEN BEACH acknowledge and agree that a condition precedent to all obligations contained in the Agreement, except the obligation of GOLDEN BEACH to indemnify the COUNTY, is that all necessary funds to cover construction costs for the Project based upon the cost estimate submitted with final plans and specifications by the consulting engineers for GOLDEN BEACH shall be obtained by GOLDEN BEACH prior to issuance of advertisement for bids on the construction contract(s). In connection therewith, it is the intent of GOLDEN BEACH to secure all necessary funds by a commercial bank loan and or by special assessments in accordance with Chapter 170, Florida Statutes.

GOLDEN BEACH shall provide the COUNTY with satisfactory documentation that said loan has in fact been obtained by GOLDEN BEACH. Should GOLDEN BEACH fail to obtain said necessary loan or fail to provide such documentation prior to a date established by the COUNTY for the publication of advertisement of bids, the COUNTY shall have the right, with no liability therefor, to refuse or revoke acceptance of the EPA grant offer and the COUNTY shall be released from all covenants and obligations under this Agreement.

(b) Should the COUNTY or GOLDEN BEACH exercise their rights to refuse or revoke acceptance of the grant offer as provided in Sections 2(b), 2(c), 4 and 6(a) herein, or should a grant not be offered by EPA, GOLDEN BEACH shall be liable for all costs incurred by the COUNTY in anticipation of the Project, said costs not to exceed \$3,000. Accordingly, GOLDEN BEACH agrees to pay such costs within 30 days of receipt of billing from the COUNTY.

(c) Costs related to the preparation of plans and specifications or necessary modifications thereto by the consulting engineers for GOLDEN BEACH pursuant to Section 3(a) herein are the sole responsibility and liability of GOLDEN BEACH subject to reimbursement by E.P.A., if applicable.

(d) After execution of construction contract for the Project, the COUNTY shall submit a draw each month to the bank designated by GOLDEN BEACH on the tenth (10th) day of the month for the contractor's monthly estimate and the COUNTY'S costs. Each monthly draw shall be paid to the COUNTY on or before the twentieth (20th) day of the same month so that the COUNTY can pay the contractor by the twenty-fifth (25th) day of each month as required by the construction contract. If payment of a monthly draw is not received by the COUNTY on the twentieth (20th) day of the month, said payment shall be deemed past-due and a 1 (one) percent late charge will be calculated on the amount of the draw and billed to GOLDEN BEACH. The COUNTY shall apply each month to EPA through DER for reimbursement of construction costs based on

a percentage determined by DER and/or EPA and the COUNTY shall forward the amount of any reimbursement actually received from EPA within ten (10) days of receipt of same to GOLDEN BEACH; provided, however, that should any payments owed by GOLDEN BEACH to the COUNTY in accordance with this section be past due, the COUNTY shall be entitled to retain any EPA reimbursements received in the total past due amount, including late charges. The time schedules included herein are subject to modification if mutually agreeable.

7. Additional Costs

GOLDEN BEACH shall be responsible for all additional costs of construction of the Project, including but not limited to extra work and change orders necessitated by conditions encountered during construction as provided in Section 8, and errors, omissions and modifications to the as-bid plans and specifications. Payments for such costs shall be made to the COUNTY by GOLDEN BEACH upon receipt of an invoice from the COUNTY pursuant to the method prescribed in Section 6(d) above.

8. Change Orders and Claims

a. The COUNTY will promptly notify GOLDEN BEACH of all change orders and claims as they arise during construction of the Project and GOLDEN BEACH shall have the right to review change orders and claims subject to the following conditions:

(1). GOLDEN BEACH shall provide the COUNTY with either its written agreement or disagreement with change orders and claims within 5 days after notification by the COUNTY.

(2). If GOLDEN BEACH fails to provide a timely response or timely provides its written disagreement and said disagreement cannot be resolved within an additional 5 days, the COUNTY shall have the right to execute change orders and resolve claims in the manner which the COUNTY deems appropriate.

b. The foregoing provisions shall not apply in the case of an emergency or when circumstances occur which could result in a delay of Project construction, as so determined by the COUNTY. In such cases, the COUNTY shall have the right to take such action as it deems appropriate.

c. The COUNTY agrees that all costs incurred as a result of change orders and claims shall be supported by a reasonable basis.

d. GOLDEN BEACH agrees that it shall be responsible for all costs incurred as a result of change orders and claims; however, GOLDEN BEACH shall have the right to pursue all legal remedies available should it dispute whether the incurrence of said costs is supported by a reasonable basis, provided that GOLDEN BEACH shall not cause a delay in Project construction.

9. Right to Audit
GOLDEN BEACH shall have the right to audit all costs and expenses incurred in construction of the Project and all records maintained by the COUNTY in connection therewith.

10. Liability and Defense of Claims
It is understood among the parties hereto that the COUNTY'S participation in the project is warranted by the need of GOLDEN BEACH to obtain federal grant assistance and the COUNTY'S experience with construction of grant funded wastewater treatment works. The parties hereto further acknowledge that it is intended that said Project is for the benefit of GOLDEN BEACH Accordingly:

(a) Liability-Negligence of the COUNTY. The COUNTY shall be liable for its negligent acts, and those of its agents and employees, in the construction, inspection, administration and management of the Project. Notwithstanding, nothing contained in this Agreement is intended or shall be construed to impose any tort liability on the COUNTY beyond the limitations of Chapter 768, Florida Statutes.

(b) Liability-Third-party Claims. It is understood that in order to effectively protect GOLDEN BEACH from third-party

claims, GOLDEN BEACH shall be named as an additional insured on the contractors' insurance policies in force and effect during the life of the Project which will cover those risks which are insured according to the specifications for the particular construction contract.

(c) Indemnification of COUNTY. GOLDEN BEACH agrees to indemnify and save harmless forever the COUNTY against all claims, liability, loss, cost and expense due to or arising from the negligence of GOLDEN BEACH, its agents and employees in the construction, administration and management of the Project.

(d) Nothing contained in this Agreement is intended or shall be construed to impose any tort liability on GOLDEN BEACH beyond the limitations of Chapter 768, Florida Statutes, if applicable.

(e) Defense of Claims. The COUNTY shall retain responsibility for the defense of all necessary administrative actions and litigation of claims and disputes related to performance of the construction work for the Project. GOLDEN BEACH shall be notified of all such proceedings and may participate by furnishing co-counsel to the COUNTY. Any legal settlements shall be subject to approval of GOLDEN BEACH.

11. Transfer of Property

As a condition precedent to the COUNTY'S obligation to advertise for bids and award any contracts, GOLDEN BEACH shall provide the COUNTY with appropriate easements and shall make such conveyances and execute such documents which, in the opinion of counsel to the COUNTY, transfer and convey legal title to the COUNTY for all sewerage facilities to be constructed. If conditions encountered during construction require acquisition of additional property or more extensive use of existing easements, GOLDEN BEACH shall effect such acquisition and convey such additional property to the COUNTY or grant such further use of an existing easement without cost to the COUNTY. The COUNTY shall be responsible for obtaining all necessary permits for construction in State road right-of-way.

12. Ownership of the System

Upon completion of construction legal title to the Sewerage System Improvements shall remain with the COUNTY and the COUNTY shall thereafter own, operate and maintain the system. The individual sewer customers served by the COUNTY within Golden Beach will be charged the COUNTY'S standard sewer service charges.

13. Covenant to Complete the Project

GOLDEN BEACH covenants and agrees to obtain and provide the COUNTY with all funds necessary to complete the Project in accordance with Sections 6, 7 and 8 herein.

14. General Provisions

(a) The following officials are designated as representatives to which notices shall be sent pursuant to this

Agreement:

1. County Manager (COUNTY)
2. Director (DEPARTMENT)
3. Mayor (TOWN OF GOLDEN BEACH)
4. City Consulting Engineer (TOWN OF GOLDEN BEACH)

(b) Nothing expressed or implied herein is intended or shall be construed to confer upon or to give any person, firm, corporation or other entity other than the parties hereto, any right, remedy or claim under or by reason of this Agreement or by reason of any term, covenant, condition, promise and agreement contained herein and shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns. No Third-Party beneficiary rights are intended or implied.

(c) This Agreement shall be binding upon the parties hereto, their successors and assigns.

(d) This Agreement has been duly authorized, executed and delivered by each party hereto and constitutes a legal, valid and binding obligation of each enforceable against the other in accordance with its terms.

(e) The terms of this Agreement shall be enforceable by any party hereto in a court of competent jurisdiction by use of all available equitable and legal remedies.

(f) If any part of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.

(g) As a condition precedent to the effectiveness of this Agreement and any subsequent amendments thereto, this Agreement and any such amendments must be filed with the Clerk of the Circuit Court, in and for Dade County, Florida. Section 163.01(11), Florida Statutes.

(h) This document embodies the entire agreement and understanding between the parties hereto, and any other agreements and understandings, whether verbal or written, with reference to the subject matter of this Agreement are merged herein or superceded hereby.

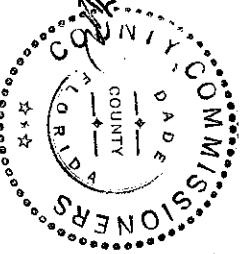
(i) No alteration, change or modifications of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this 16th day of Sept., 1987.

METROPOLITAN DADE COUNTY

ATTEST:

[Signature]
Clerk



By: *[Signature]*
County Manager

TOWN OF GOLDEN BEACH

ATTEST:

[Signature]
Clerk



By: *[Signature]*
Mayor

Approved as form and legal sufficiency

By: *[Signature]*
Assistant County Attorney

By: *[Signature]*
Attorney for Golden Beach

ADDENDUM NUMBER TWO
TO THE
INTERLOCAL AGREEMENT
BETWEEN
METROPOLITAN DADE COUNTY, FLORIDA
AND
THE TOWN OF GOLDEN BEACH, FLORIDA

This Addendum, made and entered into this 17th day of August, 1990, by and between Metropolitan Dade County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the Town of Golden Beach, a municipal corporation of the State of Florida, hereinafter referred to as "GOLDEN BEACH";

WHEREAS, the COUNTY and GOLDEN BEACH entered into an Interlocal Agreement on July 21, 1987 for construction of a sanitary sewerage system in the Town of Golden Beach, hereinafter referred to as the "Agreement"; and

WHEREAS, pursuant to the Agreement, the COUNTY executed a contract with Florida Roads Company on November 3, 1988 for construction of the sewerage system, the original contract amount being \$2,684,402.90; and

WHEREAS, in accordance with the Agreement, GOLDEN BEACH is responsible for all costs of construction of the Project as defined in the Agreement, including additional costs, change orders and extra work; and

WHEREAS, additional costs in the approximate amount of \$1,700,000.00 will be necessary to complete the Project; and

WHEREAS, Change Orders Number 2, 3 and 4 to the contract between the COUNTY and Florida Roads Company for construction of the Project providing for the additional costs have been negotiated by GOLDEN BEACH, the COUNTY and Florida Roads Company in the total approximate amount of one million seven hundred thousand dollars (\$1,700,000.00); and

WHEREAS, GOLDEN BEACH has by Resolution No. 609-90, passed and adopted on July 5, 1990, formally requested a loan from the COUNTY to provide sufficient funds for payment of Change Orders No. 2, 3 and 4 to Florida Roads Company for completion of the Project;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the COUNTY and GOLDEN BEACH hereby agree that the following provisions are hereby added to and made a part of the Agreement and shall state as follows:

1. GOLDEN BEACH warrants and represents the following:
 - a. That GOLDEN BEACH has full power and authority to enter into this Addendum No. Two to the Interlocal Agreement dated July 21, 1987.

b. That GOLDEN BEACH is not subject to bankruptcy, insolvency or reorganization and is not in default of or otherwise subject to any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would restrain or enjoin it from entering into, or complying with this Addendum No. Two.

c. That there is no material action, suit, proceeding, inquiry or investigation at law or in equity before any court or public body pending or, to the best of GOLDEN BEACH's knowledge, threatened, which seeks to restrain or enjoin GOLDEN BEACH from entering into or complying with this Addendum No. Two.

2. As conditions precedent to the effectiveness of this Addendum No. Two, GOLDEN BEACH shall deliver the following to the COUNTY as of the date of the Addendum:

a. A copy of all resolutions and ordinances authorizing this Addendum No. 2 and establishing GOLDEN BEACH's legal right and authority to undertake the obligations set forth in the Addendum No. Two.

b. An opinion of counsel to GOLDEN BEACH that this Addendum No. Two has been duly authorized and constitutes a legal, valid and binding obligation in accordance with its terms.

3. Based on the foregoing and the mutual considerations provided for herein, the COUNTY agrees to loan GOLDEN BEACH one million seven hundred thousand dollars (\$1,700,000.00) to provide payment of the cost of Change Order Nos. 2, 3 and 4 to Contract No. S-345, entitled "Town of Golden Beach Sanitary Sewerage System".

4. The loan shall be repaid by GOLDEN BEACH within one year from the execution date of this Addendum by both parties at an interest rate of eight percent (8%) per annum or GOLDEN BEACH may provide for payment of the loan including interest by levying and collecting special assessments or charges, fees or rates on specially benefitted property. In connection therewith, GOLDEN BEACH shall establish and pledge sufficient property assessments or charges, fees or rates as permitted by law from real property specially benefitted by the sewerage system for a term of twenty (20) years at an interest rate of eight percent (8%) per annum so that the entire principle amount of the loan plus interest shall be repaid to the COUNTY from the proceeds of the assessments, charges, fees or rates. Within 120 days after execution of this Addendum by both parties, GOLDEN BEACH shall provide the COUNTY with the specific method, terms and conditions for payment of the loan subject to approval of the COUNTY and the Addendum shall be modified in writing accordingly.

5. Both parties acknowledge and agree that the COUNTY will make direct payments of the contract funds due Florida Roads Company and the

principal loan amount shall be for the purpose of repayment to the COUNTY of such sums which the COUNTY has paid or will pay to Florida Roads Company for construction work performed under Contract No. S-345.

6. Both parties hereto recognize and acknowledge that the final costs of the Project may be greater or less than the original contract amount plus the amount of Change Orders No. 2, 3 and 4. Accordingly, the principal amount of the loan shall be modified in writing by the parties as may be necessary subject to determination of the final costs of the Project.

7. In the event of default by GOLDEN BEACH in the payment of any installment of principal or interest or both for thirty (30) days from the due date, the whole of said principal amount and interest shall become immediately due and payable at the option of the COUNTY.

8. If, as a result of default by GOLDEN BEACH, the COUNTY commences any action or proceeding to enforce its rights hereunder, the prevailing party shall be entitled to recover from the other party its costs and expenses and reasonable attorney's fees incurred.

9. GOLDEN BEACH shall have the right to prepay the loan without penalty.

10. GOLDEN BEACH shall have the right as may be allowed by law to refund the loan at any time during the term of said loan.

11. The COUNTY will make a reasonable effort to obtain additional federal grant funds from U.S. Environmental Protection Agency which may be credited to the loan principal. However, the COUNTY does not represent or warrant that any additional federal funds will be available for this purpose.

12. The COUNTY, by execution of this Addendum No. Two and by approval of Change Orders No. 2, 3 and 4 does not waive or release any rights it may have arising from the Agreement and Addendum No. One including but not limited to its rights pursuant to the provisions of Section 7, Section 10(c) and Section 13 of the Agreement. Likewise, execution of Addendum No. Two shall not relieve or extinguish any obligations of GOLDEN BEACH pursuant to the Agreement including but not limited to the obligations in Section 7, Section 10(c) and Section 13 of the Agreement.

13. Nothing expressed or implied herein is intended or shall be construed to confer upon or to give any person, firm, corporation or other entity other than the parties hereto, any right, remedy or claim under or by reason of this Addendum or by reason of any term, covenant, condition, promise and agreement contained herein and shall be for the

sole and exclusive benefit of the parties hereto and their successors and assigns. No Third-Party beneficiary rights are intended or implied.

14. GOLDEN BEACH shall not assign any rights or obligations created by this Addendum No. Two or the Agreement and Addendum No. One without the express written consent of the COUNTY.

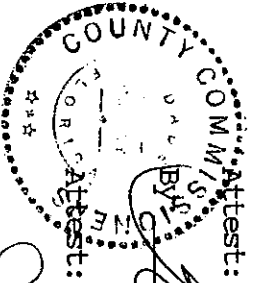
15. If any provision of this Addendum No. Two shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

16. This document embodies the entire agreement and understanding between the parties hereto as to the subject matter of this Addendum and any other agreements and understandings whether oral or written with reference to the subject matter of this Addendum are merged herein.

17. All terms and conditions of the Agreement including Addendum No. One which are not expressly modified or revised herein shall remain in full force and effect.

18. This Addendum No. Two shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the parties have executed this Addendum No. Two
on the day and year first written above.



Attest: [Signature]
County Clerk
METROPOLITAN DADE COUNTY
County Manager

By: [Signature]
Clerk

Approved as to form and
legal sufficiency.

By: [Signature]
C. Jan Strayhorn
Assistant County Attorney

TOWN OF GOLDEN BEACH
By: [Signature]
Mayor

Approved as to form and
legal sufficiency.

By: [Signature]
Albert Weintroub
Town Attorney

RESOLUTION NO. R-1032-90

RESOLUTION RATIFYING THE COUNTY MANAGER'S ACTION IN APPROVING WAIVER OF THE PROVISIONS OF ADMINISTRATIVE ORDER 3-2 AND APPROVING CHANGE ORDERS NO. 2, 3 AND 4 TO DADE COUNTY CONTRACT NO. S-345 FOR ADDITIONAL WORK TO BE PERFORMED BY FLORIDA ROADS COMPANY AND IN CONNECTION THEREWITH RATIFYING THE COUNTY MANAGER'S EXECUTION OF ADDENDUM NO. TWO TO INTERLOCAL AGREEMENT WITH THE TOWN OF GOLDEN BEACH PROVIDING FOR A LOAN TO GOLDEN BEACH TO PAY THE COST OF THE TOTAL CHANGE ORDER AMOUNT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

WHEREAS, at the County Commission meeting of July 24, 1990 this Board, by motion, authorized the County Manager to administer County business during the period of July 25, 1990 through September 10, 1990 [Agenda Item No. 7(a) (1)]]; such action(s) taken to be in accordance with the policies and procedures established by the Board of County Commissioners and to be submitted to the Board for ratification at the County Commission meeting of September 25, 1990.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board hereby ratifies the County Manager's action in approving a waiver of the provisions of Administrative Order 3-2 and

approving Change Orders No. 2, 3 and 4 to Dade County Contract No. S-345 with Florida Roads Company for installation of a sewage system within the Town of Golden Beach, Florida; including requested additional work in the amount of \$1,650,085.21, and in connection therewith hereby ratifies the County Manager's action in executing Addendum No. Two to the Interlocal Agreement with the Town of Golden Beach providing for a loan from Dade County to Golden Beach for payment of the total change order amount.

The foregoing resolution was offered by Commissioner Barry D. Schreiber, who moved its adoption. The motion was seconded by Commissioner Barbara M. Carey and upon being put to a vote, the vote was as follows:

Barbara M. Carey	aye
Charles Dussseau	aye
Joseph Gersten	aye
Larry Hawkins	aye
Harvey Ruvin	aye
Barry D. Schreiber	aye
Jorge E. Valdes	aye
Sherman S. Winn	aye
Stephen P. Clark	aye

The Mayor thereupon declared the resolution duly passed and adopted this 25th day of September, 1990.

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

TONY COTARELLO, CLERK

Approved by County Attorney as to By: _____
form and legal sufficiency. JS Deputy Clerk