

Agreement for Repair of South Broward Pumping Station at I-95

This Joint Participation Agreement ("Agreement"), entered into as of the date of final execution below, by and between the City of Hallandale Beach, located at 400 S. Federal Highway, Hallandale Beach, FL 33309, ("CITY"), and the Town of Pembroke Park, located at 3150 SW 52nd Avenue, Pembroke Park, FL 33023 ("TOWN").

WITNESSETH

WHEREAS, in 2007 the parties entered into a maintenance agreement ("2007 AGREEMENT") to provide for the maintenance and operational services of the South Broward Pumping Station located along the west side of I-95 (Financial Management Number 411100-1-78-01) ("STATION"); and

WHEREAS, the STATION, including all components of the gravity pipe from Chaves Lake to the pump station and the pressure pipe from the pump station to its outfall location, is owned by the State of Florida Department of Transportation ("Department"); and

WHEREAS, in accordance with the 2007 AGREEMENT, the CITY and the TOWN have shared use and maintenance responsibilities, subject to the terms and conditions set forth therein; and

WHEREAS, the 2007 AGREEMENT provided that, for unforeseen expenditures, the parties would meet to attempt to mutually agree upon the amount and distribution of the additional funding needed; and

WHEREAS, the 2007 AGREEMENT further provided that, if no agreement was reached between the three parties, that the CITY and TOWN would equally share the costs; and

WHEREAS, the 2007 AGREEMENT expired in 2011; however, the CITY and the TOWN have continued to work in good faith to ensure the STATION's functionality and operation in an effort serve the interests of their respective communities; and

WHEREAS, the STATION's diesel tank began to leak, creating an environmental hazard and the STATION sustained substantial electrical damage due to a suspected lightning strike, rendering it non-functional; and

WHEREAS, the CITY has contacted the other parties to arrange for agreement and authorization to proceed with the necessary repairs to return the STATION to a safe and operational status; and

WHEREAS, the parties agree that time is of the essence given that the area is currently susceptible to extreme flooding, which creates a danger to the health, welfare and safety of the surrounding communities; and,

WHEREAS, the CITY by Resolution No. _____, authorizes the proper officials to enter into this Agreement; and

WHEREAS, the TOWN by Resolution No. _____, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the repair of the STATION, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The Term of this agreement shall commence upon execution of this agreement by the final executing party and shall end on September 30th, 2029. Renewals shall be in writing and subject to the agreement of the parties.
3. The CITY shall be responsible for executing the repairs of the STATION as outlined in EXHIBIT A, attached hereto and incorporated herein, and any work otherwise needed to restore the station to a safe operational status in accordance with all applicable Federal, State and Local laws, rules, and regulations ("REPAIR"), as otherwise limited in this agreement.
4. The CITY and TOWN shall equally share the monetary responsibility, fifty percent (50%) each, for the direct costs incurred for the REPAIR. Should the DEPARTMENT contribute to the cost of the REPAIR, the DEPARTMENT'S contribution shall offset the total cost and the CITY and TOWN shall equally be responsible for 50% of the remaining costs. Each party reserves the right to pursue further financial contribution from the DEPARTMENT for the REPAIR or for future maintenance of the STATION.
5. The TOWN shall be responsible for payment to the CITY of one hundred fifty-four thousand nine hundred and seventy-six dollars (\$154,976) within 30 days of the execution of this agreement. The TOWN shall appoint a Project Manager, at its own cost, to facilitate coordination as needed with the CITY's Project Manager and team. The CITY's team will provide the TOWN's project manager with access to the site, upon reasonable notice, and shall keep the designated TOWN Project Manager updated as to the

status of the REPAIR and will reasonably accommodate requests for meetings and information.

6. The CITY shall contribute an equal amount to the costs of the REPAIR as that paid by the TOWN pursuant to paragraph 5 above. Any overage will be split proportionally and refunded. The CITY will send an invoice to the TOWN for 50% of any additional cost incurred for the REPAIR. The TOWN will pay any such invoice within thirty (30) days of receipt.
7. The maximum liability to each of the TOWN and the CITY for direct costs incurred for the REPAIR pursuant to this agreement shall be three hundred thousand dollars (\$300,000). Any costs exceeding that amount shall be agreed upon in writing between the TOWN and the CITY. The TOWN understands and agrees that the CITY does not hereby guarantee that the STATION can be repaired to a safe and operational status within the scope of the REPAIRS authorized by this Agreement. The CITY shall not be liable to any party if the REPAIRS fail to restore the STATION to a safe and operational status.
8. At its own cost, the TOWN shall have the authority to pursue any warranty, bond, or other monies from third-parties, that are associated with the need for the REPAIR. If the TOWN recovers any monies as a result of its efforts, the TOWN shall deduct the costs of its efforts from the monies recovered and the remaining monies shall be split fifty (50%) percent to each party.
9. The parties agree that the REPAIR shall commence no later than thirty (30) days from the date of full execution of this agreement, although the CITY will make reasonable efforts to commence the repairs as soon as possible. It is estimated that the REPAIR shall be completed no later than _____ (the "Completion Date"). The CITY makes no guarantees as to the start or completion date of the REPAIRS.
10. If the STATION is successfully repaired, the parties agree to equally share the actual ongoing operational and routine maintenance costs ("COSTS") of the STATION. The CITY shall annually invoice the TOWN for half of the prior year's COSTS for such maintenance, and the TOWN shall pay said invoice within thirty (30) days of receipt.
11. Notices as required by this agreement shall be sent to the following:

For the CITY:

City Manager
City of Hallandale Beach

400 S. Federal Blvd.
Hallandale Beach, FL 33009

and

[NAME OF PROJECT MANAGER]
Department of Public Works

For the TOWN:

David Lynch
Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
dlynch@tppl.gov

and

Todd Larson, Consultant
Craig A. Smith
277 Goolsby Blvd.
Unit 4C
Deerfield Beach, FL 33442
TLarson@craigasmith.com

12. Any party shall have the right to audit and inspect any and all records related to the STATION's operation and maintenance, including, but not limited to, all prior agreements, maintenance schedules and costs incurred by any party as a result of prior maintenance. In the event that a party seeks to obtain any records related to the STATION maintenance or operation history, the other parties shall work in good faith to promptly provide the requested information.
13. In the event it becomes necessary for a party to institute suit for the enforcement of this agreement, the aggrieved party shall initiate a dispute resolution process in accordance with Ch. 164, F.S. The prevailing party in any litigation shall be entitled to reimbursement of their attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County, Florida.

14. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the CITY and/or TOWN under any circumstances without the prior written consent of the other parties.

Exhibit A

Operational Failure Report

I-95 Stormwater Management Station

1. Introduction

This document provides a detailed explanation of the operational failure of the I-95 Stormwater Management Station, which is jointly operated by the Florida Department of Transportation (FDOT), the Town of Pembroke Park, and the City of Hallandale Beach. The station suffered significant damage due to a lightning strike in the area and is currently inoperative. The City of Hallandale Beach Public Works team, in coordination with the vendor Supply Solutions Intl., has developed a scope of work to restore the station to operational status.

2. Incident Description

The I-95 Stormwater Management Station sustained substantial electrical damage due to a lightning strike, rendering it non-functional. The station typically operates under normal conditions on Florida Power & Light (FPL) power and has a diesel-powered generator with an on-site fuel tank to serve as backup power. Prior to this incident, the diesel tank was already in need of repair. However, due to the electrical failure, it is now essential that the tank be repaired to ensure proper backup power functionality.

3. Proposed Remediation Plan

3.1 Scope of Work

The proposed scope of work includes the following key steps to restore the station to operational status:

1. ****Diesel Tank Repair:**** Repair the damaged diesel fuel tank to restore the backup generator's functionality.
 - ****Estimated Cost:**** \$160,000
2. ****Reconnect On-Site Emergency Generator:**** Hook up the normally on-site generator to allow for base operational functionality of the pumps.
 - This will ensure power capability while other components are evaluated.
3. ****Evaluation of Electrical Components:**** Perform an in-depth assessment of key electrical components, including:
 - Variable Frequency Drives (VFDs)
 - Motors
 - Pumps
 - Motor Control Center (MCC)
 - ****Estimated Cost:**** \$149,952.86 vendor- Supply Solutions Intl.

Exhibit A

4. **Rental of Backup Generator:** In order to ensure uninterrupted operations during the repair process, an additional backup generator will be rented.

- **Estimated Cost:** \$10,000 per month
- The rental generator will be used in case of failure of the normally on-site generator before the system is fully restored.

5. **Reconnection to FPL Power:** After repairs and testing, an assessment will be conducted to determine if the system can be successfully reconnected to FPL power.

- If successful, the rented backup generator will no longer be needed and will be returned.
- Additional costs may be incurred for parts required for reconnection to FPL power, though this amount is currently unknown.
- **Estimated Cost (High-End Estimate):** \$100,000

Total estimated cost for operational restoration: **\$469,952.86** Minimum

This number includes 6-months of generator rental if needed

3.2 Cost Breakdown

Work Component	Estimated Cost
Diesel Tank Repair	\$160,000
Evaluation & Electrical Component Repair	\$149,952.86
Backup Generator Rental (\$10,000/month)	Varies (Approx. \$10,000 per month) \$60,000
Potential FPL Reconnection Costs	Up to \$100,000

4. Contingencies and Next Steps

- If the assessment determines that FPL reconnection is viable, the backup rental generator will no longer be needed, reducing ongoing costs.
- Additional unexpected repair costs may arise depending on further assessments.
- Work will be prioritized in the following order:
 1. Diesel tank repair
 2. Connection of the normally on-site emergency generator
 3. Electrical system evaluation
 4. Reconnection to FPL power
 5. Decommissioning of rented generator if no longer required

Exhibit A

5. Conclusion

The I-95 Stormwater Management Station is currently non-functional due to significant electrical damage from a lightning strike. A structured remediation plan has been developed to restore its operational capacity, ensuring that stormwater management functions remain effective. The estimated total cost of repairs is approximately \$469,952.86, with potential variations based on additional repair needs.