

1 RESOLUTION NO. 2007-45

2
3 A RESOLUTION OF THE CITY OF HALLANDALE BEACH,
4 FLORIDA, APPROVING THE JOINT PARTICIPATION
5 AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF
6 TRANSPORTATION (FDOT), THE TOWN OF PEMBROKE PARK
7 AND THE CITY OF HALLANDALE BEACH FOR MAINTENANCE
8 AND OPERATIONAL SERVICE IN CONNECTION WITH
9 FINANCIAL MANAGEMENT (FM) NUMBER 411100-1-78-01 FOR
10 THE SOUTH BROWARD PUMPING STATION PROJECT
11

12 **WHEREAS**, FDOT, the Town of Pembroke Park and City of Hallandale Beach
13 are desirous to continue having the City provide maintenance and operational service in
14 connection with FM no. 411100-1-78-01 for the South Broward Pumping Station Project,
15 located along the west side of I-95 and including the intake pipe to the School Board
16 Lake; and

17 **WHEREAS**, these improvements are located within Broward County Florida; and

18 **WHEREAS**, the City Commission originally authorized the City to enter into this
19 Joint Participation Agreement on December 17, 2002; and

20 **WHEREAS**, the City of Hallandale Beach shall equally share the monetary
21 responsibility, fifty percent (50%) each for direct project cost incurred during the
22 performance of maintenance and operational repair services of the South Broward
23 Pumping Station; and

24 **WHEREAS**, FDOT's total participation is one hundred fifty thousand dollars
25 (\$150,000) for the term of this agreement; and

26 **WHEREAS**, the term of the agreement shall continue until the end of the project
27 or June 30, 2011 whichever occurs first; and

28 **WHEREAS**, it is in the best interest of the City to enter into this Agreement with
29 FDOT, and the Town of Pembroke Park.

30 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE**
31 **CITY OF HALLANDALE BEACH, FLORIDA:**

32 **SECTION 1.** The City Commission supports the South Broward Pumping
33 Station Project, located along the west side of I-95 and including the intake pipe to the
34 School Board Lake.

1 **SECTION 2.** The City Commission is desirous to continue having the City
2 provide maintenance and operational service in connection with FM no. 411100-1-78-01
3 for South Broward Pumping Station Project.

4 **SECTION 3.** The City Commission authorizes the City Manager to enter into a
5 Joint Participation Agreement with FDOT and the Town of Pembroke Park.

6 **SECTION 4.** This Resolution shall take effect immediately upon its passage
7 and adoption.

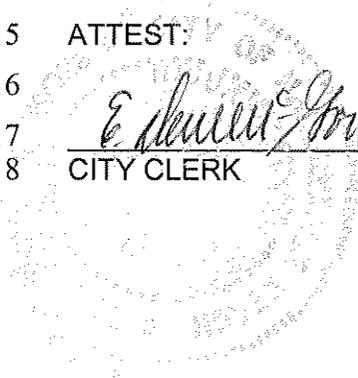
8 APPROVED AND ADOPTED this 19th day of December, 2007.

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MAYOR-COMMISSIONER

ATTEST:


CITY CLERK



	VOTE	
	AYE	NAY
Mayor Cooper	✓	/
Vice-Mayor Julian	✓	/
Comm. London	✓	/
Comm. Ross	✓	/
Comm. Schiller	✓	/

Contract No.: _____
FM Nos.: 411100-1-78-01
FEID No.: VF-596-000-333
FEID No.: VF-590-968-454

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT**

THIS Joint Participation Agreement (hereinafter referred to as "AGREEMENT"), entered into this _____ day of _____, 200____, by and between the State of Florida Department of Transportation hereinafter called the **DEPARTMENT**, and the **CITY OF HALLANDALE BEACH**, located at 400 South Federal Highway, Hallandale Beach, Florida 33309, hereinafter called the **CITY** and the **TOWN OF PEMBROKE PARK**, located 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as the **TOWN**.

WITNESSETH

WHEREAS, the **DEPARTMENT**, the **CITY**, and the **TOWN** are desirous of having the **CITY** provide maintenance and operational services in connection with Financial Management (FM) Number **411100-1-78-01** for the South Broward Pumping Station, located along the west side of I-95, and including the intake pipe to the School Board Lake. These improvements are located within Broward County, Florida. Refer to Exhibit "A" attached hereto and made of part hereof; and,

WHEREAS, for purposes of this Agreement, the operations and maintenance services to be performed as stated above are hereinafter referred to as the **PROJECT**; and,

WHEREAS, said **PROJECT** is on the State Highway System, is not revenue producing and is contained in the **DEPARTMENT'S** Adopted Work Program; and,

WHEREAS, the Operations and Maintenance are in the interest of both the **CITY**, the **TOWN**, and the **DEPARTMENT** and it would be more practical, expeditious, and economical for the **CITY** to perform such activities; and,

WHEREAS, the **CITY** by Resolution No. 2007-45 adopted on December 19, 2007, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

WHEREAS, the **TOWN** by Resolution No. _____ adopted on _____, 200____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the **PROJECT**, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The **CITY** shall be responsible for assuring that the **PROJECT** complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

3. The **CITY** shall have the sole responsibility for resolving claims and requests for additional work for the **PROJECT**. The **CITY** will make best efforts to obtain the **DEPARTMENT** input in its decisions.
4. The **CITY** and the **TOWN** shall make available to the **DEPARTMENT** upon request any existing maintenance or work schedules pertaining to the **PROJECT**.
5. The **CITY** and **TOWN** shall equally share the monetary responsibility, Fifty percent (50%) each, for direct **PROJECT** related costs incurred during the performance of all Maintenance and Operational repair services of the **PROJECT**, except as otherwise set forth at paragraph 7.
6. The **TOWN** shall be responsible for contributing its half (1/2) share in response to the request of said funds from the **CITY**, no later than forty-five (45) days from the date of the request.
7. a) The **DEPARTMENT'S** total participation is **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)** for the term of this **AGREEMENT**. The **DEPARTMENT'S** allotted funding for each fiscal year is shown in the Table below:

Fiscal Year	Department's Annual Participation
2007/2008	\$60,000.00
2008/2009	\$30,000.00
2009/2010	\$30,000.00
2010/2011	\$30,000.00

- b) Any expenditure which totals **THREE THOUSAND DOLLARS (\$3,000.00)** or less, shall be paid equally by the **CITY** and **TOWN**.
- c) Any expenditure greater than **THREE THOUSAND DOLLARS (\$3,000.00)**, shall be shared equally by the **CITY**, **TOWN**, and **DEPARTMENT**. The **DEPARTMENT'S** participation shall not exceed the amounts set forth in (a) above.
- d) In the event of any expenditure, unforeseen, unusual, or Emergency Condition (defined as less than three (3) pumps operating and danger of imminent Flooding) which would exceed the **DEPARTMENT'S** annual participation as shown in the table above, the **CITY**, **TOWN**, and **DEPARTMENT** shall meet and attempt to mutually agree to the amount and distribution of the additional funding needed to complete the **PROJECT**. Any funding increase to the **PROJECT** shall be added by means of an Amendment to the original Agreement to be signed by all three parties before work is undertaken. However, in the event the **CITY**, **TOWN**, and the **DEPARTMENT** fail to negotiate an Amendment for any reason whatsoever, then the increase in the **PROJECT** costs shall be equally shared between the **CITY** and the **TOWN**.
- e) Capital repairs and replacements services performed by the **CITY**, will be paid from a **FIFTY THOUSAND DOLLARS (\$50,000.00)** trust fund which is created by an equal initial, one-time contribution from both the **CITY** and the **TOWN**. As capital repairs and replacement services are performed and paid out, the **CITY**, the **TOWN**, and the **DEPARTMENT** will reimburse the trust fund on an equal 1/3 basis. However, in no

event shall the **DEPARTMENT'S** share of this reimbursement exceed the **DEPARTMENT'S** total participation as set forth in 7(a) above.

- f) The **DEPARTMENT** shall make payments to the **CITY**.
 - g) The **CITY** acknowledges and agrees that the **DEPARTMENT'S** obligation to pay the sum set forth herein is contingent upon an annual appropriation by the Florida Legislature.
8. The **DEPARTMENT** shall retain ownership of 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, with the **CITY** and the **TOWN** having shared use and maintenance responsibilities.
 9. In the event it becomes necessary for the **CITY**, the **TOWN**, and/or the **DEPARTMENT** to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
 10. 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 **DEPARTMENT**. However, this Agreement shall run to the **DEPARTMENT** and its successors.
 11. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the **CITY** and the **TOWN** and the **DEPARTMENT** until the **PROJECT** is **completed** as evidenced by the written acceptance of the **DEPARTMENT**, or **June 30, 2011**, whichever occurs first.
 12. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services under Section 215.422(14), Florida Statutes, or by the Department's Comptroller under Section 334.044(29), Florida Statutes.
 13. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments. The **DEPARTMENT** will render a decision on the acceptability of services within 10 working days of receipt of a Progress Report. The **DEPARTMENT** reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the **DEPARTMENT**. Any payment withheld will be released and paid to the **CITY** promptly when work is subsequently performed.
 14. Bills for fees or other compensation for services for expenses shall be submitted in detail sufficient for proper preaudit and postaudit thereof.
 15. Travel expenses will not be reimbursed.
 16. The **CITY** and the **TOWN** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt of an invoice from the **CITY** and the **TOWN**, the **DEPARTMENT** has (10) ten working days to inspect and approve the goods and services where working day is defined as any day of the week excluding Saturday,

Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The **DEPARTMENT** has 20 calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

17. If payment is not available within 40 calendar days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the **CITY**. Interest penalties of less than one (1) dollar will not be enforced unless the **CITY** requests payment. Invoices that have to be returned to the **CITY** and the **TOWN** because of **CITY** and **TOWN** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the **CITY** and the **TOWN** who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850)410-9724 or by calling the Department of Financial Services' Hotline at 1-800-848-3792.
19. Records of costs incurred under the terms of this AGREEMENT shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred includes the **CITY'S** and the **TOWN'S** general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
20. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year."
21. The **CITY** and the **TOWN** warrants that it has not employed or obtained any company or person, other than bona fide employees of the **CITY** and the **TOWN**, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual

or firm, other than a bona fide employee employed by the **CITY** and the **TOWN**. For breach or violation of this provision, the **DEPARTMENT** shall have the right to terminate the Agreement without liability.

22. With respect to any of the **CITY'S** and the **TOWN'S** agents, consultants, subconsultants, contractors, and/or sub-contractors, such party in any contract for this Project shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The **CITY** and the **TOWN** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
23. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
24. The **CITY** and the **TOWN** shall comply with all federal, state, and local laws and ordinances applicable to the work or payment of work thereof, and will not discriminate on the grounds of race, color, religion, sex, national, origin, age or disability in the performance of work under this Agreement.
25. The **DEPARTMENT** may cancel this AGREEMENT for refusal of the **CITY** and the **TOWN** to allow public access to all documents, papers, latter, or other material subject to the provisions of Chapter 119 of the Florida Statutes, made or reviewed by the **CITY** and the **TOWN** in conjunction with this AGREEMENT and shall make provisions in its Agreements with its consultants and sub-consultants to terminate for failure to comply with this provision.
26. A person affiliate who has been place on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any good or services to a public entity, may no submit a bid on a contract with a public entity for the construction or repair of a building or public work, may no submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 6 months from the date of being place on the convicted vendor list.
27. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

28. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: **Leos A. Kennedy, Jr.**
With a copy to: **Ron Wallace**
A second copy to: District General Counsel

If to the CITY:

City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33009
Attn: **Mr. Gordon Dobbins**
With A Copy to: **City Attorney**

If to the TOWN:

Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, Florida 33023
Attn: **Mr. Todd Larson,**
Public Works Director
With A Copy to: **City Attorney**

IN WITNESS WHEREOF, the CITY has caused this Agreement to be executed in its behalf this 19th day of December, 2007, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number 2007-45 of the Board on the 19th day of December, 2007, the TOWN has caused this Agreement to be executed in its behalf this _____ day of _____, _____, by the Chairman of the City Council, authorized to enter into and execute same by Resolution Number _____ of the Board on the _____ day of _____, _____, and the DEPARTMENT has executed this Agreement through its District Secretary for District _____, Florida Department of Transportation, this _____ day of _____, _____.

CITY OF HALLANDALE BEACH

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: _____
NAME: D. MIKE GOOD
TITLE: CITY MANAGER

*ESK
SPM*

BY: _____
ROSIELYN QUIROZ
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

ATTEST:

[Signature]
CITY CLERK (SEAL)

EXECUTIVE SECRETARY (SEAL)

APPROVED:

APPROVED: (AS TO FORM)

BY: *[Signature]*
CITY ATTORNEY
[Signature]

BY: _____
DISTRICT GENERAL COUNSEL

TOWN OF PEMBROKE PARK

APPROVED:

BY: *[Signature]*
NAME: EMMA SHOAFF
TITLE: MAYOR-COMMISSIONER

BY: _____
PROFESSIONAL SERVICES ADMINISTRATOR

ATTEST:

APPROVED:

[Signature]
TOWN CLERK (SEAL)

BY: *[Signature]*
TOWN ATTORNEY CHRISTOPHER J. RYAN

Exhibit "A"
Scope of Services

SOUTH BROWARD PUMPING PROJECT

1. DAILY OPERATIONS & MAINTENANCE

The **CITY** and the **TOWN** will equally share the operations and maintenance costs. This includes electric costs, diesel fuel, and/or expected small repairs costing less than \$3,000.00. The **CITY** will be responsible for these maintenance activities, with the **TOWN** reimbursing the **CITY**. The **CITY** and the **TOWN** will agree upon a regular maintenance schedule and cost, including unscheduled repair and direct cost items such as diesel fuel and parts. The **CITY** and the **TOWN** will also perform routine dive inspection of the gravity pipe from Chaves Lake to the pump station and clean out the manholes within the pipe.

The **DEPARTMENT** will continue to maintain and remove litter from the I-95 ditches between Hallandale Beach Blvd. and Pembroke Rd. The **DEPARTMENT** will remove sediment from the gravity pipe from Chaves Lake to pump station should sediment accumulate beyond approximately 1ft. deep within the pipe.

2. CAPITAL REPAIRS AND REPLACEMENTS

Capital repairs and replacements are defined as non-scheduled repairs and replacement expenses including, but not limited to "acts of God", that exceed \$3,000. The City is responsible to perform these repairs. In deciding that a capital expenditure is needed, the **CITY** will submit cost estimates to both the **TOWN** and the **DEPARTMENT** for approval. In an emergency condition, as defined in paragraph 7(d) of the AGREEMENT, the **CITY** will attempt to contact the **TOWN** and the **DEPARTMENT** before enacting capital repairs and replacements, but will have discretionary authority to make reasonable, emergency decisions to ensure the performance of the pumping system.

The **DEPARTMENT** will be responsible for structural or joint repairs to both the gravity pipe from Chaves Lake to the pump station and the pressure pipe from the pump station to its outfall location.

3. The **CITY shall be responsible for providing the following services:**

- a. Accountability for all funds paid by the **CITY**, the **TOWN**, and the **DEPARTMENT** for the PROJECT.
- b. Monitoring all expenses incurred for the PROJECT.
- c. Issuing payment to vendors for repair parts and utility services for the PROJECT.
- d. Preparation and submittal of invoices to the **TOWN** and the **DEPARTMENT** for reimbursement.
- e. Performance of all Operational and Maintenance Services.