

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 15, 2011 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department: County Administration
Submitted By: County Administration
Submitted For: Economic Development Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Memorandum of Agreement (MOA) with the Treasure Coast Regional Planning Council (TCRPC) establishing a working partnership for the Brownfields Assessment Coalition.

Summary: The TCRPC submitted a Coalition Assessment Grant application to the U.S. Environmental Protection Agency (EPA) on October 15, 2010 as the "lead" eligible entity on behalf of the Brownfields Assessment Coalition. The Coalition is comprised of the TCRPC, Palm Beach County, and the Cities of West Palm Beach and Fort Pierce. Through collaboration with the coalition members, the TCRPC's application resulted in the region receiving a \$1,000,000 Brownfields grant for the period of October 1, 2011 through September 30, 2014. The grant is to be used predominantly for site assessments targeted in areas which have a vision for the reuse and redevelopment of brownfields and the capability to achieve that vision. As a Coalition member, Palm Beach County has a mutual interest in continuing its collaboration to support environmental assessment activities in connection with the grant award.

This MOA will show Palm Beach County's support for environmental assessment activities in connection with the grant award, which serve as catalysts for economic redevelopment projects contributing to the County's sustainability. The MOA also documents the Coalition's site selection process, which the EPA requires to be in place prior to the expenditure of any funds that have been awarded to the Coalition. **There is no local match required.** Countywide (DW)

Background and Justification: On September 15, 2011, the EPA awarded the Grant Agreement to the lead coalition member (TCRPC) to carry out activities outlined in the EPA Cooperative Agreement No. BF 95482011-1 (the "Grant Agreement"). The scope of activities may include site inventory preparation, site selection criteria development, assessments, planning (including cleanup planning related to brownfield sites). The Coalition, with the TCRPC as the lead member, was one (1) of ten (10) recipients in Florida that secured a total of \$7 Million in grant funding from the EPA. As a member of the Coalition, Palm Beach County is entitled to a share of the \$1 Million award to be determined during the project prioritization process.

Attachments:

1. Memorandum of Agreement with the TCRPC

Recommended by: [Signature] 11-7-2011
Economic Development Director Date
Approved by: [Signature] 11/14/11
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2012 | 2013 | 2014 | 2015 | 2016 |
|---|-------------------|----------|----------|----------|----------|
| Capital Expenditures | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| Operating Costs | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| External Revenues | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| Program Income (PBC) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| In-Kind Match (PBC) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| NET FISCAL IMPACT | <u>*See below</u> | <u></u> | <u></u> | <u></u> | <u></u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | <u></u> | <u></u> | <u></u> | <u></u> | <u></u> |

Is Item Included In Current Budget? Yes_____ No_____

Budget Account No: Fund _____ Agency _____ Org. _____ Object _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* No fiscal impact is associated with the approval of this Memorandum of Agreement

C. Departmental Fiscal Review: Amanda Hughes

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

*The fiscal impact can not be determined at this time. Per section 2, item E of the agreement, if a designated site falls in PBC's geographic area, PBC will be responsible for all permits, easements, etc required to undertake activities on this site.

greement, if a designated site falls
or all permits, easements, etc. requi

John W. C. 11/9/11

OFMB WS 11-8-11 5th 11/9/11

Contract Development and Control

B. Legal Sufficiency:


Sr. Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**MEMORANDUM OF AGREEMENT OF THE BROWNFIELDS
ASSESSMENT COALITION BETWEEN THE TREASURE COAST
REGIONAL PLANNING COUNCIL, PALM BEACH COUNTY, THE
CITY OF WEST PALM BEACH AND THE CITY OF FORT PIERCE**

THIS MEMORANDUM OF AGREEMENT, (hereinafter "Agreement"), is made and entered into as of the date of execution hereof by the last of the parties hereto to execute this Agreement and is by and between TREASURE COAST REGIONAL PLANNING COUNCIL (hereinafter "TCRPC"), PALM BEACH COUNTY (hereinafter "COUNTY"), CITY OF WEST PALM BEACH (hereinafter "WEST PALM BEACH"), and CITY OF FORT PIERCE (hereinafter "FORT PIERCE"); all collectively referred to herein as "Members" or, a reference to any one of them herein is in the singular as "Member."

WHEREAS, through collaboration with the Members, the TCRPC applied for and received from the U.S. Environmental Protection Agency a Brownfields Coalition Assessment grant award, starting October 1, 2011 and ending September 30, 2014, totaling \$1,000,000; and

WHEREAS, the Members have a mutual interest in continuing their collaboration and being a part of the Treasure Coast Brownfields Redevelopment Coalition (TCBRC) to support environmental assessment activities in connection with the grant award; and

WHEREAS, brownfields assessment activities and brownfields redevelopment provides benefits and incentives to promote the redevelopment of underutilized and/or vacant brownfield properties and promotes the reuse of existing infrastructure and overall sustainability and,

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is acknowledged by each of the parties hereto, the parties agree as follows:

The foregoing recitals and whereas clauses are true and correct and incorporated herein by reference and made a part hereof.

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to document the roles and responsibilities of the Members involved in a Brownfields Assessment Coalition known as the Treasure Coast Brownfields Redevelopment Coalition ("TCBRC") to carry out the activities outlined in the U.S. Environmental Protection Agency ("EPA") Cooperative Agreement No. BF 95482011-0 (the "Grant Agreement"). The TCBRC shall consist of the Treasure Coast Regional Planning Council, Palm Beach County, the City of West Palm Beach and the City of Fort Pierce. TCRPC shall serve as the Lead Agency for the TCBRC.

2. RESPONSIBILITIES OF THE COALITION MEMBERS

On September 15, 2011, the EPA awarded the Grant Agreement to TCRPC. The grant period is October 1, 2011 through September 30, 2014. As the Lead Coalition Member, TCRPC is

responsible to EPA for management of the Grant Agreement and TCRPC's compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all Members of the coalition are in compliance with the terms and conditions of the Grant Agreement. All Members agree that they will comply with the terms and conditions of the Grant Agreement. All Members agree to cooperate with TCRPC and agree that they shall not perform any act, fail to perform any act, or refuse to comply with any TCRPC requests which would cause TCRPC to be in violation of the terms and conditions of the Grant Agreement. The Members further agree as follows:

A. It is the responsibility of TCRPC to provide timely information to the other Coalition Members regarding the management of the Grant Agreement and any changes that may be made to the Grant Agreement over the period of performance.

B. The contact information for the TCBRC Members is as follows:

Treasure Coast Regional Planning Council
Greg Vaday, Economic Development Coordinator
421 SW Camden Avenue
Stuart, Florida 34994
(772) 221-4060
Email: gvaday@tcrpc.org

Palm Beach County Board of County Commissioners
Sherry Howard, Director
Economic Development
301 N. Olive Avenue, 10th Floor
West Palm Beach, FL 33401
(561) 355-3624
Email: showard@pbcgov.org

City of West Palm Beach
Kim Breisemeister, CRA Executive Director
P. O. Box 3366
West Palm Beach, FL 33401
(561) 822-1550
Email: kbreisemeister@wpb.org

City of Fort Pierce
Jon Ward, Director
Redevelopment Agency/Urban Development
P. O. Box 1480
Fort Pierce, FL 34954-1480
(772) 460-2200 x 277
Email: jward@city-ftpierce.com

C. Activities funded through the Grant Agreement may include inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating

to brownfield sites, and outreach materials and implementation, and other eligible activities (all collectively "Activities"). Of the Coalition Members, only TCRPC shall have the authority to retain consultant(s) or otherwise contract to undertake various eligible Activities to be funded through the Grant Agreement. No Member other than TCRPC shall have any authority to obligate or commit the funds from the Grant Agreement for any purpose. On May 21, 2010 the TCRPC governing board approved a list of consultants as a result of a selection process which TCRPC initiated by issuing its Request for Expressions of Interest in October 2009. TCRPC intends to select consultants from this list to perform work and services related to the Activities. This Agreement is subject to EPA providing its written approval of this Expressions of Interest process and the resulting consultant list as complying with EPA procurement requirements of the Grant Agreement. If EPA has not delivered to TCRPC this written approval on or before October 31, 2011 this Agreement shall terminate and be null and void. Although it is unlikely that subgrants will be made, TCRPC may award subgrants to other Members under 40 CFR 31.37 for assessment projects in their geographic areas. Subgrantees are accountable to TCRPC for proper expenditure of funds.

D. The TCRPC, as Lead Coalition Member, in consultation with the other Members, will work to develop a site selection process based on agreed upon factors. TCRPC will select eligible sites utilizing this process and will ensure that a minimum of five sites are assessed over the life of the Grant Agreement. Selected sites will be submitted to EPA for prior approval to ensure eligibility.

E. Upon designation of the specific sites, it will be the responsibility of TCRPC to work with the Coalition Member in whose geographic area the site is located to finalize the scope of work for the consultant or contractor. It will be the responsibility of this Coalition Member, at its expense, to obtain all required permits, easements, and/or access agreements as may be necessary to undertake Activities at the selected site. If this Coalition Member does not have the capacity to perform these activities, TCRPC may, at the expense of this Coalition Member, assist in securing necessary site access agreements and permits.

F. The TCRPC, as Lead Coalition Member is responsible for ensuring that other activities as negotiated in the workplan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by TCRPC and the Coalition Member in whose geographic area the site to be assessed is located.

3. DURATION OF THIS AGREEMENT:

Except as otherwise set forth herein, this Agreement once becoming effective shall continue in force through September 30, 2014 ("Expiration Date").

If EPA terminates the Grant Agreement prior to the Expiration Date with or without cause this Agreement shall terminate, however, each of the Members shall be obligated to perform and complete obligations under the Grant Agreement which relate to the period prior to such termination.

4. EXECUTION IN COUNTERPARTS:

This instrument may be executed in multiple counterparts each of which shall be deemed an original and all of such counterparts shall, together constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

5 ASSIGNMENT:

This Agreement may not be assigned in whole or in part, except by the written mutual consent of all of the Members.

6. SEVERABILITY:

If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

7. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Florida and the parties agree that any litigation with respect to this Agreement shall be brought only in the State courts of Palm Beach County, Florida unless otherwise required by law.

8. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Members.

9. MISCELLANEOUS:

This Agreement may be modified only by an instrument in writing signed by the Members. Except as to the U.S. Environmental Protection Agency nothing herein shall be construed to give any rights hereunder to anyone other than the Members. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Member to be charged therewith and shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver. The terms "hereof" "herein" "hereto" "hereunder" and any similar words refer to this instrument in its entirety. Nothing contained in this Agreement shall be deemed to make the Members, partners or engaged in a joint venture with one another. Any reference in this Agreement to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time. An executed facsimile or electronic copy of this Agreement shall be considered for all purposes an original.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the respective Members hereto have ratified and accepted this Agreement as of the date set forth by the execution block adjacent to their names herein below.

ATTEST:

By: Elizabeth P. Gelin

TREASURE COAST REGIONAL
PLANNING COUNCIL

By: Ramon Trias
Ramon Trias, Chair

Date: Oct 21, 2011

IN WITNESS WHEREOF, the respective Members hereto have ratified and accepted this Agreement as of the date set forth by the execution block adjacent to their names herein below.

ATTEST:

SHARON R. BOCK, Clerk &
Comptroller

PALM BEACH COUNTY
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

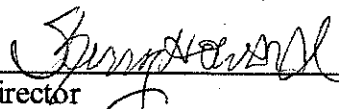
By: _____, Chair

Date: _____ 2011

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By _____
County Attorney

By  _____
Director
Economic Development Office

IN WITNESS WHEREOF, the respective Members hereto have ratified and accepted this Agreement as of the date set forth by the execution block adjacent to their names herein below.

ATTEST:

CITY OF WEST PALM BEACH:

By: _____
City Clerk

By: _____
Geraldine Muoio, Mayor

Date: _____ 2011

IN WITNESS WHEREOF, the respective Members hereto have ratified and accepted this Agreement as of the date set forth by the execution block adjacent to their names herein below.

ATTEST:

CITY OF FORT PIERCE

By: _____
City Clerk

By: _____
Robert J. Benton, Mayor

Date: _____ 2011