

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* 0	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No ___

Budget Account No: Fund ___ Department ___ Unit ___ RSource _____
Reporting Category _____

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

* No fiscal impact.

C. Departmental Fiscal Review: _____ CM Simon

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

[Signature]
OFMB 2/25/16

[Signature]
Contract Dev. and Control 2/29/16

B. Legal Sufficiency:

Anne Helgent 3-1-16
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01
(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, **Palm Beach County**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, ("**Owner**"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("**Department**") and it's Agency Term Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property ("the Property") located at **1334 N. Perimeter Road, West Palm Beach, FL 33406, FDEP Facility ID: 50-8514070 and 8623072.**

2. The Property. Owner owns the certain parcel(s) **PCN 00-43-43-32-00-000-1090** of real property located at 3323 Belvedere Road, West Palm Beach, FL 33406, (the "**Property**"), depicted on the attached legal description as Exhibit "A."

3. Permissible Activities. This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. The following activities are included in this Agreement but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
- install, operate, and remove remedial equipment;
- install and remove utility connections;
- trenching for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

4. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement. However, access for a Contractor can be contingent upon the Owner timely entering into a

separate site access agreement with the Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

5. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.

6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

8. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.

10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.

11. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.
12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.
13. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.
14. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.
15. Indemnification. The Department does not indemnify the Owner, see paragraph 16. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.
16. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.
17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above.
<http://depdms.dep.state.fl.us/Oculus/servlet/login?action=login>
18. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

A. Are additional requirements attached to this agreement? Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

YES

NO

B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

YES

NO

C. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?

YES

NO

D. Do you want the Contractor to contact you to obtain a separate site access agreement? Note: Additional site access agreements must be completed between the owner and ATC within ninety (90) calendar days.

YES

NO

WITNESSES:

Ray Warden

Signature
Ray Warden

Typed or Printed Name

Debra Reese

Signature
Debra Reese

Typed or Printed Name

**PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

By: [Signature]
County Administrator, or designee

DEC 01 2015

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: Anne Helgert
County Attorney

Accepted by the State of Florida Department of Environmental Protection:

[Signature]

Diane D. Pickett, P.G.
Program Administrator
Petroleum Restoration Program

12/7/15
Date

[Signature]
Signature of Witness

Felicia Mizener 12/7/15
Print Name Date

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id. #: 50-8514070
Latitude 26° 41' 25.8100"
Longitude 80° 4' 59.0400"

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id. #: 50-8623072
Latitude 26° 41' 25.8100"
Longitude 80° 4' 55.7800"

Exhibit "A"
Legal Description of the Property

Short Legal Description: 32-43-43, ALL OF SEC LYG WLY OF & ADJ TO AUSTRALIAN AVE R/W (LESS S 480 FT OF N 520 FT OF NW 1/4 OF NE 1/4, N 3/4 OF W 1/2 OF E 1/2 OF NE 1/4, BELVEDERE RD & SOUTHERN BLVD R/WS)

FDEP Coordinates(Degrees Minutes Seconds) for Facility 50/ 8514070:

Latitude $26^{\circ} 41' 25.4800''$
Longitude $80^{\circ} 4' 59.0400''$

AND:

Short Legal Description: 32-43-43, ALL OF SEC LYG WLY OF & ADJ TO AUSTRALIAN AVE R/W (LESS S 480 FT OF N 520 FT OF NW 1/4 OF NE 1/4, N 3/4 OF W 1/2 OF E 1/2 OF NE 1/4, BELVEDERE RD & SOUTHERN BLVD R/WS)

FDEP Coordinates(Degrees Minutes Seconds) for Facility 50/ 8623072:

Latitude $26^{\circ} 41' 25.8100''$
Longitude $80^{\circ} 4' 55.7800''$

Program	Area of Interest		Primary	Phone	Email
			Secondary Contact	Phone	Email
PRP	Administrator's Office	Program Administrator	Diane Pickett	850-245-8821	Diane.Pickett@dep.state.fl.us
PRP	Abandoned Tank Restoration Program (ATRP)	Eligibility Coordinator	Lewis Cornman	850-245-8846	Lewis.Cornman@dep.state.fl.us
		Ability-to-Pay Analysis Coordinator	Brian Dougherty	850-245-7503	Brian.Dougherty@dep.state.fl.us
		Deductible Collection Coordinator	Monica Brady	850-245-8844	Monica.J.Brady@dep.state.fl.us
		Contractor	Alan Sakole	850-671-6362	Alan.Sakole@yorkrsg.com
PRP	Agency Term Contracts (ATC)	Environmental Administrator	Natasha Lampkin	850-245-7525	Natasha.Lampkin@dep.state.fl.us
		Government Analyst	Russell Rhodes	850-245-7686	Russell.Rhodes@dep.state.fl.us
		Contract Manager	Carol Carnley	850-245-8916	Carol.Carnley@dep.state.fl.us
		Contract Manager	Jamie Lopez	850-245-8925	Jamie.L.Lopez@dep.state.fl.us
PRP	Competitive Bidding / State Cleanup	Contract Manager	Chuck Williams	850-245-8863	Charles.Williams@dep.state.fl.us
		Environmental Consultant	Grant Willis	850-245-8886	Grant.Willis@dep.state.fl.us
PRP	Contaminated Site Assessment-non Federal	Professional Geologist	Chris Bayliss	850-245-8866	Christopher.J.Bayliss@dep.state.fl.us
PRP	Contractor Qualification-ATC & non-ATC	York Contract Coordinator	Robert Perlowski	850-245-8917	Robert.Perlowski@dep.state.fl.us
		Contractor	Gail Stephens	850-671-6360	Gail.Stephens@yorkrsg.com
PRP	Engineer, Chief Engineer, Assistant Chief	Professional Engineer	John Wright	850-245-8888	John.Wright@dep.state.fl.us
		Professional Engineer	James Treadwell	850-245-8862	James.Treadwell@dep.state.fl.us
PRP	Free Product Recovery Initiative (FPRI)	FPRI Coordinator	Matt McCoy	850-245-8918	Matt.McCoy@dep.state.fl.us
		Professional Engineer	John Wright	850-245-8888	John.Wright@dep.state.fl.us
PRP	Geologist, Chief Geologist, Assistant Chief	Professional Geologist	Chris Bayliss	850-245-8866	Christopher.J.Bayliss@dep.state.fl.us
		Professional Geologist	Christa Bingel	850-245-8921	Christa.Bingel@dep.state.fl.us
PRP	Imminent Threat Sites	Professional Geologist	Chris Bayliss	850-245-8866	Christopher.J.Bayliss@dep.state.fl.us
PRP	Innovative Technology	Innovative Technology Coordinator	Rick Ruscito	850-877-1133	Ruscito@ene.com