



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>* 0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

**Is Item Included in Current Budget:** Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No:

Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_  
 Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_

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

*\* No Fiscal Impact*

*10-17-16*

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

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

*[Signature]*  
 OFMB 2/10/20 @ 10/24

*[Signature]* 10/24/16  
 Contract Development and Control  
 10/25/16

**B. Legal Sufficiency:**

*[Signature]* 10/26/16  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**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 **205 N. Dixie Highway, West Palm Beach, FL 33401, FDEP Facility ID: 50 8630703.**

2. **The Property.** Owner owns the certain parcel(s) **PCN 74434321010520010** of real property located at 205 N. Dixie Highway, West Palm Beach, FL 33411, (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

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OPERATIONS DIVISION

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://depedms.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:**

[Signature]

Signature

Kyle Brown

Typed or Printed Name

[Signature]

Signature

John Tierney

Typed or Printed Name

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

By: [Signature]  
County Administrator, or designee

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: [Signature]  
County Attorney

Accepted by the State of Florida Department of Environmental Protection:

[Signature]

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

Date

3/8/16

[Signature]

Signature of Witness

Cheryl Stafford 3/8/16

Print Name

Date

Attachments: Exhibit A- Legal description of the Property  
Exhibit B - Additional Requirements

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id.#: 50 8630703

Latitude 26° 42' 57.4300"

Longitude 80° 3' 16.4700"

Exhibit "A"  
Legal Description of the Property

Short Legal Description: WEST PALM BEACH TOWN OF, BLK 52 (LESS E 20 FT DIXIE HWY S 23 FT & TRGLR PAR 1<sup>ST</sup> ST & WLY 100 FT EL CAMPEON BLVD RD R/WS) & CLOWS ADDITION PB 1 P60 BLK 29, ABND EAST RAILROAD AVE LYG W OF & ADJ THERETO, ABND 2<sup>ND</sup> ST LYG BET BLKS & ABND ALLEYS & R/WS LYG WITHIN A/K/A PALM BEACH COUNTY JUDICIAL CENTER

FDEP Coordinates (Degrees Minutes Seconds) for Facility 50 8630703:

Latitude	26° 42' 57.4300"
Longitude	80° 3' 16.4700"



JRH

Exhibit B

Additional Requirements

FDEP Facility ID No. 50 8630703

The Judicial Center is the main Courthouse for Palm Beach County, and the area of investigation serves as the sally port for the facility. The sally port area is used for the secure transfer of in-custody persons to transport vehicles to and from the Courthouse. Due to the need for this area to remain useable during working hours and associated security issues with the location, it is required that the consultant/contractor contact Keith Carter, Facilities Management Division Manager, at (561) 355-4131 a minimum of three weeks in advance to coordinate activities, ensure no conflict with operations at the facility, ensure unimpeded access to the area of the investigation, and accomplish criminal history record checks. If a date/time during normal working hours cannot be coordinated, work will need to be completed after hours or on a weekend.

Name: Ron Audrey Wolf  
Audrey Wolf, Director  
Palm Beach County FD&O

Date: 2/12/16