



**II. FISCAL IMPACT ANALYSIS**

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

| Fiscal Years                                   | <u>2026</u>         | <u>2027</u>         | <u>2028</u>         | <u>2029</u>         | <u>2030</u>         |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| Capital Expenditures                           | _____               | _____               | _____               | _____               | _____               |
| Operating Costs                                | _____               | _____               | _____               | _____               | _____               |
| Operating Revenues                             | _____               | _____               | _____               | _____               | _____               |
| Program Income (County)                        | _____               | _____               | _____               | _____               | _____               |
| In-Kind Match (County)                         | _____               | _____               | _____               | _____               | _____               |
| <b>NET FISCAL IMPACT</b>                       | <u><u>\$-0-</u></u> | <u><u>\$-0-</u></u> | <u><u>\$-0-</u></u> | <u><u>\$-0-</u></u> | <u><u>\$-0-</u></u> |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> | _____               | _____               | _____               | _____               | _____               |

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No X  
 Does this item include the use of state funds? Yes \_\_\_\_\_ No X

Budget Account No: Fund \_\_\_ Department \_\_\_ Unit \_\_\_ Resource \_\_\_  
 Reporting Category \_\_\_\_\_

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

This item has no fiscal impact.

C. Departmental Fiscal Review: Debbie [Signature] 3/4/26

**III. REVIEW COMMENTS**

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

Lisa Mata 3/11/26  
 OFMB  
 KK 3110  
 PA 3110

[Signature] 3/12/26  
 Contract Dev and Control  
 26 3.12.26

**B. Legal Sufficiency:**

Anne Helgert 3-13-26  
 Assistant County Attorney

**C. Other Department Review:**

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

**PERMISSION TO ENTER PROPERTY AGREEMENT**  
**(“Entry Agreement”)**

1. This Entry Agreement is made and entered into this 5 day of February, 2026, by and between Palm Beach County, a political subdivision of the State of Florida (“Palm Beach County” or “County”), and Earth Systems, LLC, having its office and principal place of business at 445 Lantana Road, Lantana, FL 33462 (“Contractor”).
2. For and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, County hereby gives permission to Contractor and its agents and sub-contractors, to enter County’s property located at 3200 Belvedere Road (a portion of the Palm Beach International Airport), West Palm Beach, FL, 33406, FDEP Facility ID: 50/9300597 as more particularly described in Exhibit “A”, attached hereto and incorporated herein by reference (the “Property”), to perform assessment and remediation activities associated with Petroleum Restoration Program, as more particularly described in Exhibit C.
3. Contractor and the County agree to all terms and conditions in the Site Access Agreement dated May 1, 2019, by and between Palm Beach County and State of Florida Department of Environmental Protection (the “Department” or “FDEP”) attached hereto and incorporated herein as Exhibit “B”.
4. This permission is specifically limited to the following activities that may be performed by Contractor, its agents or sub-contractors on the property: soil and groundwater assessment and remediation activities in accordance with FDEP cleanup directives (see attached Exhibit “C”).
5. Contractor, its agents or sub-contractors may enter the Property during normal business hours as described herein and may also make arrangements to enter the Property at other times after coordinating with the County.
6. During the term of this Entry Agreement, Contractor shall provide and maintain commercial general liability and automobile insurance with limits of not less than \$1,000,000 per occurrence and workers’ compensation insurance or self-insurance as required by Chapter 440, Florida Statutes. All such insurance or self-insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by Contractor. Contractor shall include County as an additional insured on its general liability insurance policy. In the event Contractor subcontracts any part or all of its operations as described in this or related in any way to this Agreement, Contractor shall require its subcontractor(s) to acquire and maintain workers’ compensation, automobile and general liability insurance coverage in such amounts as described in this Agreement. Contractor shall include in its contract with subcontractors(s) a provision whereby the subcontractor agrees to defend, indemnify and hold harmless Palm Beach County from all injury and property resulting from its operations and to include County as an additional insured on the subcontractor’s general liability insurance policy.

include County as an additional insured on the subcontractor's general liability insurance policy.

7. Contractor assumes any and all risk of injury and property damage attributable to the acts or omissions of its officers, employees and sub-contractor(s) and agrees to defend, indemnify and hold harmless Palm Beach County and its officers, employees and agents from all claims, actions, losses, judgements, fines, liabilities, costs and expenses in connection therewith. More specifically, to the extent permitted by law, Contractor shall indemnify and hold harmless Palm Beach County, its officers, agents and employees harmless from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, actions and fees (including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal), including damage to property or property rights that may arise and which are proximately caused by the acts, errors, or omissions of Contractor, its agents, representatives and subcontractors, arising out of its activities related to the testing. In addition, without limiting the foregoing, in the event that any act or omission of Contractor, its agents, representatives and subcontractors, arising from or related to this Agreement results in any spill or release of hazardous material or other pollutants, as those terms are defined in federal and state environmental laws and regulations, including, without limitation any petroleum-based substances, then, to the extent permitted by law, Contractor shall indemnify and hold Palm Beach County, its officers, agents and employees harmless from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, actions, fees, including, without limitation, all reasonable, actual cleanup or remediation costs and expenses expended by Palm Beach County at the direction of any federal or state agency having jurisdiction, and further including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. Contractor shall be responsible for the immediate notification to the County of any environmental condition, spill, or release, or any other condition or occurrence of which it becomes aware that may result in a claim for damages or that occurs as a result of Contractor's activities related to this Agreement. Neither party to this agreement waives its right to sovereign immunity under the law.
8. Contractor agrees to abide by all federal, state and local laws.
9. Subordination to Governmental Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Contractor understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America or the State of Florida, and their respective agencies, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds, including, without limitation, grant agreements and associated

assurances, (hereinafter collectively referred to as "Grant Obligations"). The Grant Obligations shall be considered incorporated into this Agreement by reference, including any amendments or modifications thereto. Notwithstanding any provision of this Agreement to the contrary, Contractor agrees it shall comply with all Grant Obligations applicable to Contractor by virtue of this Agreement. County agrees to provide Contractor with written notice of any new or amended Grant Obligations, which modify Contractor's obligations hereunder. In the event of conflict between any provision of this Agreement and the Grant Obligations, the parties acknowledge and agree the provisions of the Grant Obligations shall prevail.

10. **Governing Law and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.
11. **No party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document so as to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.**
12. **Captions.** The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.
13. **Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Licensee, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-21 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
14. **No Third Party Beneficiaries.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to, any citizen or employees of County and/or Contractor.
15. **Human Trafficking Affidavit.** Contractor warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Licensee has executed Exhibit "D", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

16. **Non-Discrimination.** The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, Contractor warrants and represents that throughout the term of the Registration, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Registration.
17. **Federal Contract Provisions.** Contractor shall comply with all applicable requirements of the Federal Contract Provisions set forth in Exhibit "E", which may be amended or updated from time to time upon written notice by County to Licensee, without formal amendment hereto.
19. **Scrutinized Companies.** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Licensee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of County. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, Licensee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. If the County determines, using credible information available to the public, that a false certification has been submitted by Licensee, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.
20. **Entire Agreement.** This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

**Specifically**

**Time Limits:** Access will be between the hours of 7:00 AM and 3:30 PM Monday through Friday, excluding government holidays.

**Points of Contact: Owner:** Palm Beach County  
Shawna Larose  
846 Palm Beach International Airport  
West Palm Beach, FL 33406  
Phone: 561.471.7472

**Contractor:** Earth Systems, LLC  
445 Lantana Road, Suite 201  
Lantana, FL 33462  
Phone: 561.588.3985  
E-mail: [gbosco@earthsys.net](mailto:gbosco@earthsys.net)

**Restoration:** Upon completion of the soil and groundwater assessment and remediation activities provided for under this Entry Agreement, Contractor shall return the Property to the same general condition as it was prior to the activities being performed. All equipment used shall be removed from the Property by Contractor, within ten (10) days of completion of the remediation activities.

**Termination Date:** The permission to enter the property is granted from thirty (30) days after the execution of this document by Palm Beach County. Any extension must be requested in writing and agreed upon by Palm Beach County.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, County and Contractor have executed this Entry Agreement, or have caused the same to be executed as of the day and year first above written.

**WITNESSES:**

Shawna Larose  
Signature  
Shawna Larose  
Typed or Printed Name

Megan Davis  
Signature  
Megan Davis  
Typed or Printed Name

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

By: Jan Beuker  
Director of Airport

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: Cherie Helzant  
County Attorney

**WITNESSES:**

Shawn Stanley  
Signature  
SHAWN STANLEY  
Typed or Printed Name

Craig Cohen  
Signature  
Craig Cohen  
Typed or Printed Name

**CONTRACTOR:**

By: Richard Frank  
Signature  
Richard Frank  
Typed or Printed Name

Principal  
Title

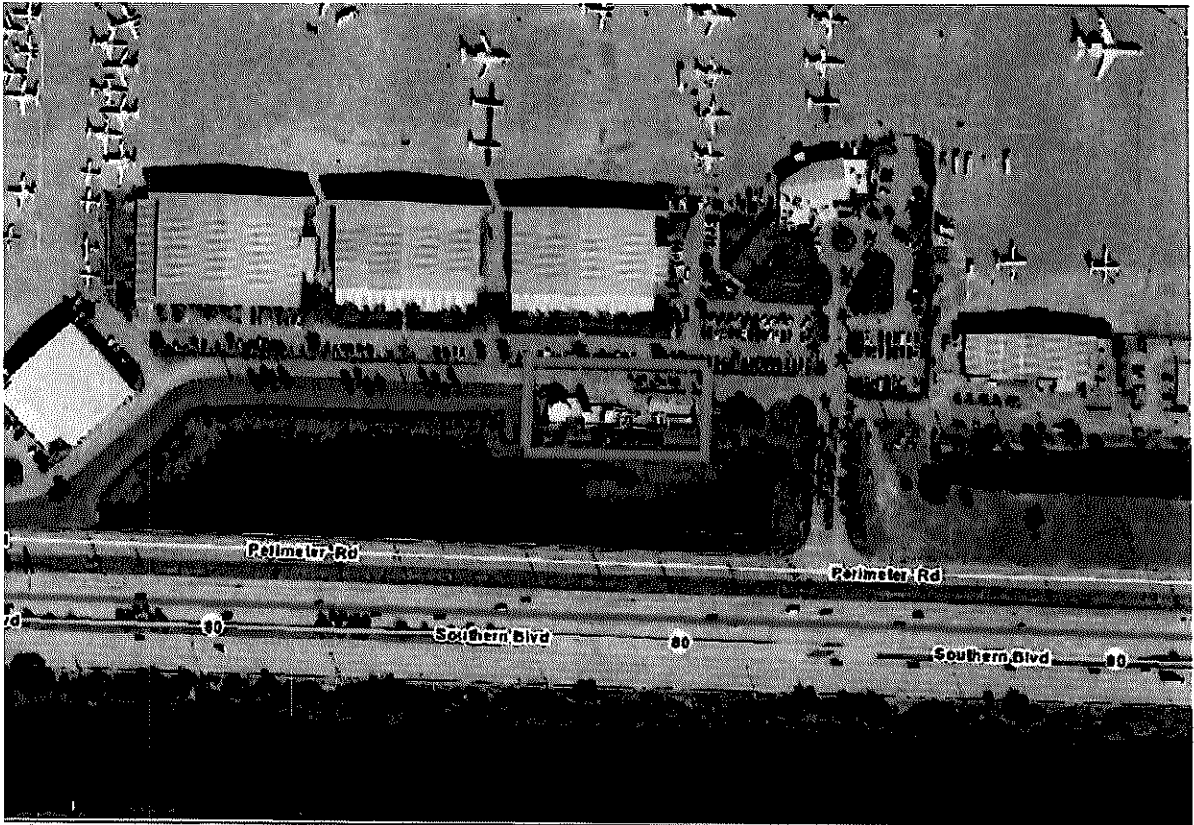
(Corporate Seal)

**Exhibit "A"**  
**(the "Property")**

Short Legal Description: COUNTRY CLUB DISTRICT TRS A THRU D LYG S OF ADJ TO BELVEDERE RD R/W, TRS E THRU L & TRS M THRU P LYG N OF & ADJ TO SOUTHERN BLVD R/W.

FEDP Coordinates (Degrees Minutes Seconds) for Facility 50/9300597:

26.67828 North  
-80.09549 West



**Exhibit "B"**

Permission to Enter Property, (aka Site Access Agreement) dated May 1, 2019  
by and between  
Palm Beach County  
and  
State of Florida Department of Environmental Protection (the "Department" or "FDEP")

**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 its Agency Term Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property 3200 Belvedere Road (a portion of the Palm Beach International Airport) West Palm Beach, Florida 33406 (the "Property"), with **FDEP Facility ID #: 509300597**.

**The Property.** Owner owns the certain parcel(s) 00-43-43-31-01-001-0010 of real property located at 3200 Belvedere Road (a portion of the Palm Beach International Airport), West Palm Beach, Florida 33406 (Atlantic Aviation fuel farm) Palm Beach County, Florida (the "Property"), depicted on the attached legal description as Exhibit "A."

2. **Permissible Activities.** This Site Access Agreement (the "**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 or is a statutorily required for FPLRIP or ATRP programs) 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. If the contamination is eligible for state funding, nothing herein is intended to modify the requirements and limitations of the eligibility program or order. 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.

RESTORATION PROGRAM

APR 26 2019

DEPARTMENT OF ENVIRONMENTAL PROTECTION

RECEIVED

*cel*

3. 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.

4. 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.

5. Environmental Infrastructure and Well Permits. The Owner authorizes the Department and the Contractor to act as its authorized representative in signing all required forms and documents necessary for obtaining applicable permits related to environmental infrastructure improvements including well construction, repair, maintenance, modification, and abandonment pursuant to Chapter 373, Florida Statutes.

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 at: <http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login>, by using the facility identification number referenced above.

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

22. Well Permits. The owner authorizes the Department and the Contractor to act as its authorized representative in signing all required forms and documents necessary for obtaining applicable permits related to environmental infrastructure improvements including well construction, repair, maintenance, modification, and abandonment pursuant to Chapter 373, Florida Statutes.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

WITNESSES:

[Signature]

Signature  
Shakira Kolb  
Typed or Printed Name

[Signature]

Signature  
Ray Walton  
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:

*al*

[Signature]

Natasha Lampkin  
Program Administrator  
Petroleum Restoration Program

[Signature]  
Signature of Witness

5/1/2019  
Date

Jeffrey A. Ray 5-1-19  
Print Name Date

Attachments: Exhibit A and A1- Legal description of the Property  
Exhibit B-Additional requirements for site access

FDEP Coordinates (Degrees Minutes Seconds) for Facility ID.#: 509300597  
Latitude: 26.67828 North  
Longitude: -80.09549 West

EXHIBIT "A"  
(THE "PROPERTY")

A portion of the following parcel of land in Palm Beach County, Florida, being a part of the Palm Beach International Airport:

COUNTRY CLUB DISTRICT TRS A THRU D LYG S OF ADJ TO BELVEDERE RD R/W,  
TRS E THRU L & TRS M THRU P LYG N OF & ADJ TO SOUTHERN BLVD R/W.

The property is generally centered on the following latitude and longitude coordinates:

26.67828 NORTH

- 80.09549 WEST

and is more particularly identified in Exhibit "A1".

EXHIBIT "A1"



February 4, 2019

00-43-43-31-01-001-0010

1:2,257  
0 0.015 0.03 0.06 mi  
0 0.0275 0.055 0.11 km

Facility ID # 509300597

EXHIBIT "B"

ADDITIONAL REQUIREMENTS FOR DEP FACILITY ID NO. 509300597

*EL*

1. The site is occupied by a third party. Coordination of site access should be coordinated in advance with the contact person listed below.
2. Any forms proposed to be submitted on owner's behalf, as referenced in paragraph numbers 5 and 22 of the Site Access Agreement, shall be provided in advance to the contact person listed below.
3. Contact person:

Shakira Kolb  
Assistant Airports Properties Manager  
Palm Beach County Department of Airports  
Telephone: (561) 656-5978  
E-mail: [properties@pbia.org](mailto:properties@pbia.org)

**PALM BEACH COUNTY, a political  
subdivision of the State of Florida**

By *Laura Beebe*  
County Administrator, or designee

Date: 4-25-19

**Exhibit "C"**

(soil and groundwater assessment and remediation activities  
in accordance with FEDP cleanup directives)

Exhibit "C"  
To Entry Agreement  
(soil and groundwater assessment and remediation activities  
in accordance with FDEP cleanup directives)

**Petroleum Restoration Program  
Scope of Work**

9-Digit Facility ID Number: 509300597

STCM Facility Name: Atlantic Aviation

SubPhase(s): SA

**Specifications**

All work must be performed in accordance with this Scope of Work (SOW) and any attachments, Chapters 62-160, 62-532, 62-777 and 62-780, F.A.C., all applicable FDEP and Water Management District guidance memoranda, standard industry procedures and as described in the Agency Term Contract (ATC).

Copies of all referenced guidelines are available at:

<http://floridadep.gov/waste/petroleum-restoration>

Reports must be submitted using the appropriate FDEP forms found at:

<http://floridadep.gov/waste/petroleum-restoration/content/procedures-guidance-documents>

All work must be conducted in accordance with PRP Standard Specification Details found at:

<http://floridadep.gov/waste/petroleum-restoration/content/templates-forms-tools-and-guidance>

The following tables are included as attachments to this SOW and further represent the details of the scope of work.

- Water Sampling Table
- Soil and Air Sampling Table

**Task 1 Description:** Per the DEP SAA, a separate SAA between the owner and the ATC has been requested by the property owner/tenant. Submit an email or letter (copying the owner or tenant) indicating either that this separate SAA has been executed or that the owner no longer wants such an agreement with the contractor (the owner is content with the current DEP SAA). The DEP does not need a copy of this agreement. ATC to execute separate SAA within 90 days of site activity. Note: Optional SAAs between the owner and site rehabilitation contractor must be completed within 90 calendar days. Since such an agreement is neither necessary nor required, state-funded site rehabilitation activities will begin whether or not owner and the contractor have executed this optional agreement. Prepare a site-specific HASP and conduct a file review of OCULUS and CINEMA, including a cumulative historical data compilation in electronic format, in which the ATC has performed the requisite due diligence in attempt to obtain the historical electronic data tables and in accordance with FDEP guidance dated 08/26/2021. Perform site reconnaissance and field measurement visit. Site Reconnaissance deliverable to include the layout of the site and topography, structures, storage systems, existing compliance or monitoring wells, utility lines, access logistics, traffic patterns, adjacent property use, potential contaminant sources, measuring of field points, including but not limited to building corners, manholes, and the top of-casing elevations for previously installed wells, to a precision of 0.01-feet vertical relative to a common datum or benchmark within 1,000 feet. Gauging of existing monitoring wells. Submit HASP, Cumulative Historical Data Compilation, and all required site reconnaissance and field measurement documentation.

**Petroleum Restoration Program  
Scope of Work**

9-Digit Facility ID Number: 509300597

STCM Facility Name: Atlantic Aviation

|   |
|---|
| <p><b>Task 1 Deliverable:</b> E-mail/letter confirming the ATC/Owner site access agreement is executed or that the owner has retracted the request for a separate agreement with the ATC. HASP, Historical Summary Worksheet, Historical Data Compilation - include all historical data in the report (soil and groundwater on tables and figures) and office log to document labor. Site Reconnaissance deliverable to include all information described above.</p>  |
| <p><b>Task 1 Deliverable Due Date:</b> Thursday, February 15, 2024</p>  |
| <p><b>Task 2 Description:</b> Conduct a receptor and exposure pathway identification survey, including the presence of any significant, locally occurring, wildlife or aquatic species. Prepare Receptor and Exposure Pathway Report, with PG or PE certification and seal.</p>   |
| <p><b>Task 2 Deliverable:</b> Receptor and Exposure Pathway Report</p>  |
| <p><b>Task 2 Deliverable Due Date:</b> Wednesday, May 15, 2024</p>  |
| <p><b>Task 3 Description:</b> Conduct one round of groundwater sampling at locations shown on Figure 1. Collect surface water (SW) as per FS 2100 and sediment samples (SD) as per FS 4000 at locations shown on Figure 1, drive stake with sample ID at each sample location and GPS location. Prepare supplemental site assessment report, using appropriate SW and SD LOCs, with conclusions and recommendations and PG or PE certification and seal. *Contingent Funding in this task is only to be used to offset the cost for pay items associated with a Field Request for Change for any open task.</p> |
| <p><b>Task 3 Deliverable:</b> Supplemental Site Assessment Report</p>   |
| <p><b>Task 3 Deliverable Due Date:</b> Monday, July 15, 2024</p>  |
| <p align="center"><b>PO End Date:</b> Friday, September 13, 2024</p>  |

**Schedule of Pay Items (SPI)**

All unit rates and extended prices for all line item costs associated with this project are provided in the SPI [Attachment B to this Purchase Order (PO)] and shall not exceed the rates established in the ATC.

**Requests for Change (RFC)**

All requests for changes to the SOW must be submitted in writing and be approved in writing by the FDEP/LP using the RFC form in accordance with paragraphs 2.A and 26 of the ATC and can be found at:

<http://floridadep.gov/waste/petroleum-restoration/content/templates-forms-tools-and-guidance>

Any change which results in an extension of the due dates, PO end date, or a change in quantities or costs, requires that a PO Change Order be formally issued prior to performance of the revised SOW.

**Performance Measures**

The FDEP/LP Site Manager will review the submitted documentation to confirm that all work was performed in accordance with the Specifications referenced above. The FDEP/LP Site Manager will notify the Contractor of acceptance or any deficiencies in the work and/or deliverables. The Contractor will be given an opportunity to remedy deficiencies at no additional cost to the FDEP.

The FDEP/LP Site Manager will review the work and/or deliverables within the timeframes established in FDEP guidance documents. The Contractor will respond to any comments to complete the work and/or deliverables within the timeframe established in the comment letter or email correspondence.

Petroleum Restoration Program  
Scope of Work

9-Digit Facility ID Number: 508300597

STCM Facility Name: Atlantic Aviation

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**Invoicing, Payments and Financial Consequences**

The Contractor may submit an invoice for a Task upon written notification of acceptance of the work/deliverables by the FDEP/LP Site Manager. Upon receipt of FDEP/LP written approval of the required documentation for completed portions of each task, the Contractor must submit an invoice within thirty (30) days. Invoices for completed work may be submitted at any time for fully completed and approved tasks, but no more frequently than every thirty (30) days, for approved partial tasks. Each invoice request must contain all documentation of performance as specified in the ATC, this Purchase Order (PO), and its attachments.

Failure to provide all deliverables which are satisfactory or failure to meet the specified deliverable timetables, shall result in non-payment, loss of retainage, or other financial consequences, and/or termination of the PO, as specified in the ATC. If the deliverable due day occurs on a weekend, state holiday, or federal holiday the deliverable will be due the following business day.

Retainage shall be withheld in the amount of 5%, unless otherwise noted in the SPI, from each payment by the FDEP/LP until completion and approval of all Tasks. The Contractor shall submit a Release of Claims and request for retainage payment with the final invoice. Payment of retainage will be reduced by the amount of any assessed financial consequences.

**Notice of Field Activities**

The Contractor must provide written notification (emails are acceptable) of field activities at least seven (7) calendar days prior to the commencement of work to all applicable parties including the PRP site manager, PRP Inspector (PRP\_Inspector@dep.state.fl.us), site operator, site owner, RP and affected off-site property owners.

**Deliverables**

All deliverables under this Purchase Order must be electronic. Paper copies should not be submitted unless the deliverable requires a Professional Engineer (PE) or Professional Geologist (PG) signature and seal, and the electronic signature and seal does not meet the requirements in Chapters 61G15 or 61G16, Florida Administrative Code, as applicable.



# FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

Ron DeSantis  
Governor

Jeanette Nuñez  
Lt. Governor

Noah Valenstein  
Secretary

## Memorandum

**TO:** Tim J. Bahr, P.G.  
Director, Division of Waste Management

**FROM:** Natasha Lampkin  
Program Administrator, Petroleum Restoration Program

**SUBJECT:** Delegation of Authority for Petroleum Restoration Program  
Site Access Agreements

**DATE:** April 25, 2019

I, Natasha Lampkin, hereby delegate the authority to sign site access agreements for the Petroleum Restoration Program to the following management positions:

| Delegate                    | Position Incumbent | Position Number | Delegation Start |
|-----------------------------|--------------------|-----------------|------------------|
| Environmental Administrator | Blake Miller       | 37011085        | 04/25/2019       |
| Environmental Administrator | Matt Ingham        | 37011088        | 04/25/2019       |
| Environmental Administrator | Ken Busen          | 37011099        | 04/25/2019       |
| Environmental Administrator | Susan Fields       | 37020532        | 04/25/2019       |

Delegation of authority to the PRP Environmental Administrators shall be in effect until such delegation is discontinued or further modified. This memo will remain on file providing authority to sign for the Petroleum Restoration Program Team Leader positions identified above, regardless of the individual filling the position. This delegation cannot be further delegated and does not extend to site access orders.

Ec Kenneth Busen  
Susan Fields  
Matthew Ingham  
Blake Miller  
Rebecca Robinette  
Dawn Cinquino

Exhibit "D"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

NONGOVERNMENTAL ENTITY

HUMAN TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Earth Systems, LLC attest that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.**

Richard Franko  
(signature of officer or representative)  
or representative)

Richard Franko  
(printed name of officer)

State of FLORIDA

County of PALM BEACH

Sworn to and subscribed before me by means of  physical presence or  online notarization this, 20<sup>th</sup> day of JANUARY 2026, by RICHARD OFSANKO. Personally known  OR produced identification .

Type of identification produced NA.

Scott Moore  
NOTARY PUBLIC  
My Commission Expires:  
State of FLORIDA at large



(Notary Seal)

**FEDERAL CONTRACT PROVISIONS**

- A. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:
1. Compliance with Regulations. The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
  2. Nondiscrimination. The Contractor, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21, including amendments thereto.
  3. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  4. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  5. Sanctions for Noncompliance. In the event of a contractor's noncompliance with the non-discrimination provisions of this Contract, the County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    - a. Withholding payments to the Contractor under this Contract until the Contractor complies; and/or
    - b. Cancelling, terminating, or suspending a contract, in whole or in part.
  6. Incorporation of Provisions. The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including, but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR Part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964), including amendments thereto;
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38; and
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
- C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.
1. The Contractor for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the Contractor Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
  2. In the event of breach of any of the above nondiscrimination covenants, the County will have the right to terminate this Contract and to enter or re-enter and repossess any areas licensed for the Contractor' use hereunder and the facilities thereon, and hold the same as if this Contract had never been made or issued.
- D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program. The Contractor for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Contract for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
  2. In the event of breach of any of the above nondiscrimination covenants, the County will have the right to terminate this Contract and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Contract had never been made or issued.
- E. General Civil Rights Provision. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. This provision obligates the Contractor for the period during which the property is owned, used or possessed by Contractor and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**AFFIDAVIT OF LIMITED LIABILITY COMPANY**

STATE OF Florida  
*(State)*  
COUNTY OF Palm Beach  
*(County)*

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the Managing Member of EARTH SYSTEMS, LLC,  
*(title: e.g. Manager, Member, etc.)* *(company name)*  
a limited liability company organized and existing under the laws of the State of  
FLORIDA.

2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The company is a member managed limited liability company.

5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

6. The undersigned has the right and authority to enter into that certain Emtru Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

Richard M. Ofsanko  
[sign name]

Richard Ofsanko, Individually and as  
[print name]  
[Member]

Sworn to (or affirmed) and subscribed before me by means of [select one]  physical presence -OR-  online notarization, this 9<sup>th</sup> day of DECEMBER, 2025, by RICHARD OFSANKO,  
[name of person making statement]

[select one] Member of Earth Systems LLC, on behalf of the Company, who [select one] is personally known to me -OR- produced \_\_\_\_\_, as identification and who did take an oath.

Scott G. Moore  
Notary Signature

SCOTT G. MOORE  
Print Notary Name

NOTARY PUBLIC  
State of FLORIDA at large

My Commission Expires:





## DESCRIPTIONS (Continued from Page 1)

General Liability /Pollution Liability/Professional Liability Package Policy #ECP202932716:  
General Liability Limit: \$1,000,000 - Contractors Pollution Liability Limit: \$1,000,000 - Deductible  
\$100,000 Per Occurrence. Professional Liability Limit: \$1,000,000 - Deductible \$100,000 Per Claim.  
Employer's Liability (Stop Gap) Limit \$1,000,000 Aggregate/Each Occurrence.

Excess Liability Policy #FFX2029392916 - Excess Limit of Liability: \$10,000,000 - Policy is a Follow Form  
Excess Liability Coverage Form Schedule of Controlling Underlying Insurance: General Liability, Automobile  
Liability, Employers Liability, Pollution Liability and Professional Liability .

Insured (E) - CYBER Insurance - Carrier: Lloyds - Pol#ACS1310924 - Effective Date: 09/11/2025 to 09/22/2026  
Limit of Liability \$2,000,000 - Deductible \$25,000

### SCHEDULE OF NAMED INSUREDS:

Earth Systems Response & Restoration, LLC

Earth Systems, LLC

Envirotech Acquisitions, Inc

Envirotech Midco, Inc

Envirotech Holdings, LLC

Envirotactics, Inc.

Envirotactics LLC.

ESNC Environmental Consulting, P.C.

Bio-Tech Consulting, LLC

Bio-Tech Consulting, Inc

EnviroTract LLC.

EnviroTrac, Ltd.

Spangler Environmental LLC.

Spangler Environmental Inc.

RE: RE: Atlantic Aviation - Task 1 Deliverable - 3800 Southern Blvd, West Palm Beach, FL - Fac ID:  
50/9300597 - PO #C6648C. Palm Beach County Department of Airports is included as Additional Insured with  
respect to General Liability and Automobile Liability where required by written contract. The Umbrella  
Liability is follow form.