



## Staff Report

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**File #:** 15-332, **Version:** 1

**Agenda Date:** 10/20/2015

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**Subject:**

Brownfield Site Rehabilitation Agreement with the Florida Department of Environmental Protection for the 126th Avenue North Landfill.

**Recommended Action**

Approval of the Brownfield Site Rehabilitation Agreement with the Florida Department of Environmental Protection (FDEP) for the 126th Avenue North landfill property.

Authorization for the Real Estate Management Department Director to sign and file reports, plans, other administrative documents.

**Strategic Plan:**

Practice Superior Environmental Stewardship

3.3 Protect and improve the quality of our water, air, and other natural resources.

**Summary:**

Execution of the Brownfield Site Rehabilitation Agreement (BSRA) will allow the County to gain access to Florida Brownfield Program incentives and grant funding which will provide state funding to address the environmental issues at the landfill site. The agreement also provides for a more flexible time schedule to complete environmental assessment and cleanup activities.

**Background Information:**

In August 2012, as provided by Florida Statutes, Section 197.502(8), the 126th Avenue North Landfill escheated to Pinellas County by Tax Escheat Deed. In accordance with Florida Statutes 376.77-376.84, the Board of County Commissioners adopted resolution No. 15-51 on June 2, 2015 expanding the Ulmerton Road Opportunity Corridor Brownfield Area to add numerous properties to the designated Brownfield Area including the 126th Avenue North landfill.

**Fiscal Impact:**

The Brownfield Voluntary Cleanup Tax Credit incentive provides up to 50% of the cost of site assessment and rehabilitation (maximum of \$500,000/year) in the form of a tax credit. In addition, FDEP has the potential to provide a Targeted Brownfields Assessment grant to the County to help fund assessment and cleanup activities (up to \$400,000 per site).

**Staff Member Responsible:**

Andrew W. Pupke, Director, Real Estate Management

**Partners:**

Florida Department of Environmental Protection

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT: FDEP Petroleum Restoration Program – Sheriff's Office Facility, 4801 145<sup>th</sup> Ave. N, Clearwater</b>	
<b>CONTRACT NO.: N/A</b>	<b>ESTIMATED EXPENDITURE / REVENUE: \$100,000 (potentially)</b> (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, **in RED**, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

**OTHER SPECIFICS RELATING TO THE CONTRACT:** The Florida Department of Environmental Protection (FDEP) will provide 75% of the cost of petroleum cleanup of the Sheriff's Office Facility located at 4801 145<sup>th</sup> Ave. N, Clearwater. The Petroleum Cleanup Participation Program (PCPP) Agreement and Contractor Selection Sheet is attached for review. The spending limit on this agreement is \$400,000. If the County does not accept the agreement, FDEP has authorization to direct the County to conduct the cleanup without financial assistance from FDEP.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Teri Hasbrouck, Env. Program Coord.	9/10/15	TH		
<b>Real Estate Mgmt:</b> Andrew W. Pupke, Director	09/13/15	mf	Change Mark Hogland's title to County Administrator Need to discuss w/ SO (y.e. impact)	title on contract changed. Letter was already sent, can't retract.
<b>Risk Mgmt:</b> Virginia Holscher, Director				
<b>Legal:</b> Michael Zas				
<b>County Administrator's Office:</b> Paul S. Sacco, Assistant County Administrator				

Please return to Real Property Division by 17 September 2015.

All inquiries should be made to Teri Hasbrouck ext. 4-6967.

\*\* See Contract Review Process



**Florida Department of  
Environmental Protection**

BOB MARTINEZ CENTER  
2600 BLAIRSTONE ROAD  
TALLAHASSEE, FLORIDA 32399-2400

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Interim Secretary

August 3, 2015

Mr. Mark S. Woodard, Chief Assistant  
Pinellas Board of County Commissioners  
315 Court Street  
Clearwater, FL 33756

**Subject:** Petroleum Cleanup Participation Program (PCPP) Agreement  
Pinellas Cnty-Sheriffs Office Facility  
4801 145th Avenue N  
Clearwater, Pinellas County, Florida  
FDEP Facility ID #528944062  
Discharge Date: 6/15/1990 PCPP

Dear Mr. Woodard:

Enclosed please find the original copy of the PCPP Agreement for the above referenced facility. Please review and sign in BLUE INK and return back to me as soon as possible. You may e-mail your copy to me followed by the US or Express mail (your choice). Once we have finalized the Agreement, work can begin in the Petroleum Restoration Program.

If you should have any questions, please contact me at (850) 245-8745, e-mail [Kenneth.Busen@dep.state.fl.us](mailto:Kenneth.Busen@dep.state.fl.us) or at the letterhead address, Mail Station 4580.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ken Busen".

Ken Busen, P.G.  
PCPP Coordinator / PRP-2  
Petroleum Restoration Program

/gr

Attachment: PCPP Agreement

cc: File

**AGREEMENT FOR PETROLEUM CLEANUP PARTICIPATION PROGRAM**  
**With participant fully complying with LCAR & co-payment requirements**

This Agreement is entered into by and between the Florida Department of Environmental Protection (hereinafter "Department"), whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida, and Pinellas Board of County Commissioners (hereinafter "Participant"), whose address is 315 Court Street, Clearwater, Florida 33756, (collectively the "Parties") to perform certain site rehabilitation activities for contamination determined eligible for the Petroleum Cleanup Participation Program (hereinafter "PCPP") in accordance with Section 376.3071(13), Florida Statutes (F.S.). The contamination subject of this Agreement is the June 15, 1990 discharge at the Pinellas Cnty-Sheriffs Office facility located at 4801 145th Avenue N, Clearwater, Pinellas County, Florida, DEP Facility ID # 528944062.

WHEREAS, in accordance with Section 376.3071(13), F.S., the Department is authorized to provide state funding assistance for petroleum discharges determined eligible for PCPP, based on the site's priority ranking established pursuant to Section 376.3071(5)(a), F.S., and Chapter 62-771, Florida Administrative Code (F.A.C.); and

WHEREAS, in accordance with Section 376.3071(13), F.S., the Department has determined the described contamination eligible and Participant has provided the required Limited Contamination Assessment Report (hereinafter "LCAR"); and

WHEREAS, based on the LCAR and the estimated costs of site rehabilitation the Participant is financially able to provide the required 25% copayment of the cost of cleanup.

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from, the Department and the Participant do hereby agree as follows:

**GENERAL.**

1. All activities associated with the performance of this Agreement shall be in conformance with the provisions of Chapter 376, F.S., and Chapters 62-780, 62-771, and 62-772, F.A.C. The Parties hereto agree that this Agreement shall additionally be subject to the applicable provisions of Chapter 287, F.S.

2. The Participant understands that during the course of site rehabilitation, the Department may, based on the statutes, rules and guidance of the Department, revise the site rehabilitation strategy – cost estimate, due to technical or cost considerations.

**TERM OF AGREEMENT AND SPENDING LIMITS.**

3. This Agreement is effective on the date of execution by the Parties until the earlier of: (1) the Department has determined that rehabilitation is complete pursuant to Chapter 62-780, F.A.C. and issues a Site Rehabilitation Completion Order (SRCO) or Conditional Site Rehabilitation Completion Order (CSRCO); or (2) the funding limitations set forth in Section 376.3071(13)(b), F.S., are exhausted and site rehabilitation has not been achieved.



4. The Department's will not expend more than \$400,000 on site rehabilitation, including the \$12,175.95 previously spent to date. The Department and the Participant have estimated, based upon the LCAR, total costs under this Agreement by both parties for the remaining site rehabilitation activities or the eligible discharge to be approximately \$400,000 (the "Estimated Cost"). Any changes made by the Department to the site rehabilitation strategy which will not increase the Participant's share of total cleanup costs may be made unilaterally by the Department and will not require the Participant's consent. However, the Participant may elect, upon the Department's consent, to continue a more costly or aggressive site rehabilitation strategy at the Participant's sole cost and expense, and the Department's obligation to cost share under this Agreement shall be suspended until such time as the Parties can mutually agree upon the appropriate future site rehabilitation strategy and costs. Changes proposed by the Department to the site rehabilitation strategy which would increase the Participant's share of total cleanup costs in excess of the Estimated Cost will be made only after discussion with the Participant. If after discussion and agreement between the Parties that the site rehabilitation strategy cost will increase above the Estimated Cost the Department PCPP Coordinator will follow up with a letter confirming that cleanup is to continue under this PCPP Agreement in excess of the Estimated Cost.

#### COVENANTS AND REPRESENTATIONS OF THE DEPARTMENT.

5. Based on the Participant's copayment obligation of 25% of the estimated cost of site rehabilitation, the Department's cost share is 75%. In accordance with Sections 376.3071, F.S., and rules adopted pursuant to that Section, the Department will prepare Work Assignments, and procure the work as appropriate with the contractor designated pursuant to paragraph 9 and will thereby be responsible to the contractor solely for the Department's percentage of its cost share.

6. The Department will review and approve site rehabilitation activities in accordance with the terms of the procurement orders and Chapter 62-780, F.A.C., and shall make copies of such documents available to the Participant. The Participant is further advised and understands that the Department may task a locally contracted county with review of site rehabilitation documents or procurement documents under this Agreement.

7. In accordance with Section 287.0582, F.S., the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Participant understands that this Agreement shall not result in the encumbering of State funds upon execution of the Agreement.

#### COVENANTS AND REPRESENTATIONS OF THE PARTICIPANT.

8. The Participant represents that it is a County Government in good standing in the State of Florida and it is qualified to enter into this Agreement and is able to fully perform its duties under this Agreement. Participant acknowledges that the responsibilities and obligations of this agreement survive the transfer of the above referenced facility/property.

9. Within 30 days of execution of this Agreement, Participant shall select a Petroleum Restoration Program ("PRP") Agency Term Contractor ("Contractor") in accordance with Chapter 62-772, F.A.C. The Participant shall provide a Cost Share Site Contractor Selection Sheet (CSS) to the Department designating the Contractor within 30 days of execution of this Agreement or the Department will designate a Contractor. The CSS form can be found on the PRP web site @ <http://www.dep.state.fl.us/waste/categories/pcp/pages/qualified.htm>.

10. Participant further agrees that it shall be subject to the prompt payment provisions of Section 215.422, F.S., upon receipt of an invoice for its share of costs from the Contractor, when such invoice is accompanied by a written approval by the Department of the work completed. Within 21 days of payment to the Contractor, the Participant shall provide to the Department proof of such payment, which shall include a copy of the Participant's paid and canceled check to the Contractor. Alternatively, Participant can require the Contractor certify that the invoice amount specified in the certification was paid and indicate the date such payment was received by the Contractor from the Participant (Sample FDEP Letter Requesting Confirmation of Payment of PCPP Cost Share – Attachment A).

11. Participant has a copayment obligation to pay 25% of the cost of site rehabilitation. The Participant shall provide to the Department proof of payment of its copayment obligation to the Contractor, which must include a copy of the paid and canceled check (copy of both front and back of check) to the [Contractor] or certification by the [Contractor] that the invoice amount specified in the certification was paid and indicating the date such payment was received by the [Contractor] from the Participant. If a canceled check is provided as proof of payment, we recommend that you use a black marker to cross through the account number and bank's routing number to make them illegible. Additionally, any proof of electronic funds transfer to the contractor for required co-payments must be provided and include the dollar amount, date of funds transfer from bank account to the contractor, etc. Redact any account numbers and bank's routing number to make them illegible for any proof of electronic payments made to the contractor. Failure to timely and adequately pay the [Contractor] and provide proof of that payment to the Department within 21 days shall be considered a material breach of the PCPP Agreement pursuant to paragraph 14.

12. In accordance with Chapter 376, F.S., it is unlawful for the Participant to receive any remuneration, in cash or in kind, from a Contractor performing cleanup activities subject of this Agreement. The Participant is further prohibited from entering into any agreement with a Contractor which would have the effect of reducing the Participant's copayment obligation under this Agreement, this would include an agreement whereby the Participant does not make timely payments.

13. The Participant shall maintain books, records, documents and other evidence pertaining to compensation and payments directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The Department, the State of Florida or their authorized representatives shall have access, without cost, except reasonable costs associated with photocopying such records, to such records for audit purposes during the term of this Agreement and for five years following termination of this Agreement.

#### **TERMINATION OF AGREEMENT AND REMEDIES FOR BREACH OF AGREEMENT.**

14. This Agreement may be terminated for material breach of obligations by either Party. Material breach means substantial failure to comply with the terms and conditions of this Agreement. A Party terminating the Agreement shall give written notice of the breach to the other Party within 14 days of discovery of facts giving rise to the breach. Such notice shall be of sufficient detail so that the Party allegedly in breach can formulate a remedy. If the breach is remedied within 15 days of the notice, the Agreement shall remain in effect. If the breach is not remedied within 15 days of the notice, the Agreement may be terminated within 15 days of the close of the 15 day remedy period. Failure to timely pay the Participant's 25% co-payment is considered a material breach of this PCPP Agreement. In the event that the Department determines, in its sole discretion, that the Participant is in breach of this Agreement, the Department reserves the right to exercise all remedies at law and equity.

15. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Participant to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S., and made or received by the Participant in conjunction with this Agreement. The Department may terminate this agreement without cause with notice to the Participant pursuant to paragraph 14.

16. The Parties hereto agree to waive any right to jury trial under this Agreement.

#### **NOTICES.**

17. Any notice or written communication required or permitted hereunder between the Parties shall be considered delivered when posted by Certified Mail, Return Receipt Requested, delivered in person to or received electronically by e-mail by the appropriate Party Representative. The Department shall give reasonable notice (and not less than any notice specifically required under this Agreement) of its inspection of documents, conduct of audits, review of files, request for information, request for copies or otherwise relating to the exercise of such rights as referred to in this Agreement. Party Representatives are as follows:

**For the Department:**

Kenneth Busen, P.G.  
PCPP Coordinator  
Petroleum Restoration Program  
Department of Environmental Protection  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400  
Phone (850) 245-8745  
E-mail: Kenneth.Busen@dep.state.fl.us

**For the Participant:**

Mark S. Woodard  
County Administrator  
Pinellas Board of County Commissioners  
315 Court Street  
Clearwater, Florida 33756  
Phone: (727) 464-3093  
E-mail: mwoodard@co.pinellas.fl.us

**AMENDMENTS.**

18. Any amendment to this Agreement must be in writing and signed by the Parties.

**ASSIGNMENT.**

19. This Agreement shall not be assigned by either Party without prior written consent of the non-assigning Party. The Department will not accept assignment of this Agreement to any person or entity that, in the Department's determination, is unable to reliably comply with the 25% co-payment obligation.

**CHOICE OF LAW/FORUM.**

20. The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the laws of the State of Florida; and any such actions shall be brought in Leon County, Florida.

**RESPONSIBILITY FOR SITE REHABILITATION WHERE CLEANUP COSTS EXCEED SPENDING LIMITATIONS.**

21. In accordance with Section 376.3071(13)(f), F.S., in the event that the funding limitations specified in Section 376.3071(13), F.S., are exhausted or exceeded prior to completion of site rehabilitation, the Participant shall be obligated to continue site rehabilitation activities in accordance with Section 376.3071(5), F.S., and Chapter 62-780, F.A.C. If the Participant fails to timely continue the site rehabilitation activities, the Department and its agent(s) are permitted to continue performing assessment and remedial activities that the Department, at its sole discretion, deems appropriate. The Department may designate its own contractor(s) to undertake site rehabilitation actions without the approval of the Participant or any other party. The Department or its agent(s) will perform any assessment and remedial activities that the Department, at its sole discretion, deems appropriate to address the remaining petroleum contamination. As such, the Department, at its sole discretion, may choose to undertake assessment or cleanup activities that are less stringent than the requirements of Chapters 62-780 and 62-777, F.A.C., and which may not result in the issuance of a Site Rehabilitation Completion Order. Pursuant to Section 376.3071(7)(b), F.S., the Department will seek recovery for all sums expended by the Department for actions taken pursuant to this paragraph. Therefore, the



Department explicitly reserves its right to seek recovery from the Participant or any other responsible party that amount which was expended by the Department in these matters.

**ENTIRE AGREEMENT:**

22. It is hereby understood and agreed that this Agreement states the entire agreement and that the Parties are not bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed in this Agreement. This agreement is binding upon and is for the benefit of the Parties and to no other entities or persons not signatories to this Agreement.

**FOR THE DEPARTMENT:**

**FOR THE PARTICIPANT:**

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A: Sample FDEP Letter Requesting Confirmation of Payment of PCPP Cost Share**



## Florida Department of Environmental Protection

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

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Interim Secretary

### Attachment A

[Date]

[Mr. or Ms. or . . .] [PCPP Participant's Name]

(if applicable)[PCPP Participant Company]

[PCPP Participant's Mailing Address]

[City, State Zip Code]

*If applicable:* Sent by email only to: [PCPP Participant's email address]

**Subject:** Request for Confirmation of PCPP Cost Share Payment

[Facility Name]

[Facility Street Address]

[City, xxx] County

FDEP Facility ID# [xxxxxxxxx]

PCPP Discharge(s):

Dear [Mr. or Ms. or . . .] [PCPP Participant's Last Name]:

The Department has approved site rehabilitation work under [Purchase Order # [insert purchase order number] or Task Assignment # [insert task assignment number]] and [insert name of Agency Term Contractor] ("Agency Term Contractor") has been notified that they can submit [an interim or a final] invoice to the Department for payment. Under the terms of the PCPP Agreement you will be required to pay the Agency Term Contractor your share of the approved task[s] of the [Purchase Order (including authorized Change Orders) or Task Assignment (including authorized Change Orders)], which is [\$ [amount of the RP share of the approved task[s] of the PO or TA or Contract work (including authorized Change Orders)]]]. Within **21 days of payment** to the Agency Term Contractor, you must provide to the Department proof of such payment, which must include a copy of your paid and canceled check (copy of both front and back of check) to the Agency Term Contractor or a certification by the Agency Term Contractor that the invoice amount specified in the certification was paid and indicating the date such payment was received by the Agency Term Contractor from you. If you provide a canceled check as proof of payment, we recommend that you use a black marker to cross through your account number and your bank's routing number to make them illegible. Failure to timely and adequately pay the Agency Term Contractor and provide proof of that payment to the Department shall be considered a material breach of the PCPP Agreement.

[Mr. or Ms. or . . .] PCPP Participant's Name]  
(if applicable)[PCPP Participant's Company]  
Date  
Page 2

Please provide the proof of payment to me at the letterhead address, Mail Station [xxxx].  
If you should have any questions, please contact me at (850) 245-[xxxx].

Sincerely,

[Site Manager's Name]  
[Site Manager's Title]  
Petroleum Restoration Section [x]  
Petroleum Restoration Program

ec: [Consultant's Name, Consultant's Company – e-mail address]  
Kenneth Busen, FDEP-PRP (PRP-2) – [kenneth.busen@dep.state.fl.us](mailto:kenneth.busen@dep.state.fl.us)  
File



**FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

BOB MARTINEZ CENTER  
2600 BLAIR STONE ROAD  
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT  
GOVERNOR

CARLOS LOPEZ-CANTERA  
LT. GOVERNOR

JONATHAN P. STEVERSON  
SECRETARY

**PETROLEUM RESTORATION PROGRAM**

**COST SHARE SITE CONTRACTOR SELECTION SHEET**

The Responsible Party (RP) may use this sheet to select an Agency Term Contractor to perform work pursuant to a cost-share agreement in the Petroleum Restoration Program (PRP) that meets the 25% or higher cost share requirement pursuant to Chapter 62-772, F.A.C., Procurement Procedures for the Petroleum Restoration Program. The entity selecting the Contractor must be a party to the executed cost share agreement.

Site Name: Pinellas Cnty-Sheriff's Office Facility FDEP Facility ID#: 52894406

Site Address: 4801 145<sup>th</sup> Avenue N Parcel ID#: 043016000001400300

Responsible Party Name: Pinellas County Board of County Commissioners

Responsible Party Rep. Name & Title: Mark S. Woodard, County Administrator

Responsible Party Rep. Phone # & E-mail: 727-464-6967 thasbrouck@PinellasCounty.org

**Select only one of the contractor options listed below:**

☐ A PRP Agency Term Contractor: Co. Name: HSW Engineering, Inc. DEP Contractor ID#: GC764

Rep. Name & Title: Andrew Lawn, Hydrogeologist

Rep. Phone # & E-mail: 407-872-6893 alawn@hsweng.com

☐ Allow the DEP to select a competitively procured contractor for the next scope of work in accordance with s. 287.057, F.S.

I understand that the contractor selection option chosen above cannot be changed once it has been approved by the Department, unless poor performance by the Contractor is affirmatively demonstrated.

Mark S. Woodard, County Administrator  
Responsible Party Rep. Name & Title

\_\_\_\_\_  
Signature Date

Completed forms should be sent to the letterhead address, Mail Station 4580, Attention: Robert Perlowski. Questions about cost share site contractor selection may be referred to Rob Perlowski at 850-245-8917 or at [Robert.Perlowski@dep.state.fl.us](mailto:Robert.Perlowski@dep.state.fl.us).

BEFORE THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**IN RE: Pinellas County, Florida**  
**126<sup>th</sup> Ave N Dump**  
**5833 126<sup>th</sup> Ave. N., Clearwater, FL 33760**  
**Ulmerton Road Opportunity Corridor Expansion Area**  
**Brownfield Area Identification Number: BF52-**  
**Brownfield Site Identification Number: BF52-**

BROWNFIELD SITE REHABILITATION AGREEMENT PURSUANT TO §376.80(5),  
Florida Statutes (F.S.)

WHEREAS, the Brownfields Redevelopment Act was enacted to reduce public health and environmental hazards on existing commercial and industrial sites by offering incentives to encourage responsible persons to voluntarily develop and implement cleanup plans; and

WHEREAS, the Department of Environmental Protection ("Department") is the administrative agency of the State of Florida having the power and duty to protect Florida's environment and to administer and enforce the provisions of Chapters 403 and 376, F.S., and the rules promulgated thereunder, Chapters 62-777 and 62-780, Florida Administrative Code (F.A.C.), as amended; and

WHEREAS, the Department has jurisdiction over the matters addressed in this Brownfield Site Rehabilitation Agreement ("BSRA"); and

WHEREAS, the Department has the authority, pursuant to §376.81, F.S., to establish by rule, criteria for determining the rehabilitation program tasks that comprise a site rehabilitation program and the level at which a rehabilitation program task and a site rehabilitation program may be deemed complete;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

This BSRA is entered into between the Department and Pinellas County, hereinafter the Person Responsible For Brownfield Site Rehabilitation ("PRFBSR") (collectively referred to as the "parties"), for the rehabilitation of a brownfield site within a designated brownfield area pursuant to §376.80(5), F.S. The Department and the PRFBSR agree to the following:



1. DEPARTMENT OF ENVIRONMENTAL PROTECTION

The Department is the agency of the State of Florida with authority and power to enforce the provisions of Chapters 376 and 403, F.S.

2. PERSON RESPONSIBLE FOR BROWNFIELD SITE REHABILITATION

Pinellas County is the PRFBSR as defined in §376.79(13), F.S., for the real property described in the map and legal description in **Attachment A** (the "Brownfield Site"), incorporated herein, that has been designated by **Pinellas County** in Resolution Number 15-51 approved on June 2, 2015; as a brownfield area as defined in §376.79(4), F.S. **Attachment A** is a composite exhibit that includes: (a) the legal description and map of the Brownfield Site; and (b) the County resolution with all attachments including the map of the designated brownfield area. The brownfield site consists of 15.19 acres.

3. PRFBSR'S DUTIES

The PRFBSR agrees:

- (a) to conduct "site rehabilitation" of any "contaminated site(s)" as defined in §376.79, F.S., whose source originates on the real property described in **Attachment A as the Brownfield site**. If such contaminated site(s) extend(s) beyond the boundary of the Brownfield site, then PRFBSR agrees to conduct site rehabilitation to address the entire contaminated site;
- (b) to conduct site rehabilitation and submit technical reports and rehabilitation plans in a timely manner according to the attached brownfield site rehabilitation schedule agreed upon by the parties (see **Attachment B**), and incorporated herein;
- (c) to conduct site rehabilitation activities under the observation of professional engineers or professional geologists, as applicable, who are registered in accordance with the requirements of Chapters 471 or 492, F.S., respectively. Submittals provided by the PRFBSR must be signed and sealed by a professional engineer registered under Chapter 471, F.S., or by a professional geologist registered under Chapter 492, F.S., as applicable, certifying that the submittal and associated work comply with the laws and rules of the Department and those governing the profession. Upon completion of the approved remedial action, a professional engineer registered under Chapter 471, F.S., or a professional geologist registered under Chapter 492, F.S., as applicable, must certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the Department;

- (d) to conduct site rehabilitation in accordance with Chapter 62-160, F.A.C., as the same may be amended from time to time;
- (e) to obtain any local, state or federal approvals or permits required for the site rehabilitation work and to conduct the necessary site rehabilitation consistent with local, state, and federal laws, rules and ordinances. All site rehabilitation shall be consistent with the cleanup criteria in §376.81, F.S., the requirements of Chapters 62-780, F.A.C., Contaminated Site Cleanup Criteria, and 62-777, F.A.C., Contaminant Cleanup Target Levels;
- (f) to allow access by the Department during the entire site rehabilitation process, as evidenced by the attached documentation (see **Attachment C**) incorporated herein, establishing that such site access has been secured by agreement with the **real property owner**. Upon the transfer of any real property interest in any portion of the Brownfield Site before site rehabilitation is complete, the PRFBSR shall notify the Department within 15 days from the date that such an interest is effective. With notice the PRFBSR shall provide a copy of an access agreement in substantially the same form as that in **Attachment C** with any successor in interest to the **real property owner** of the Brownfield Site or with any party with a real property interest in the Brownfield Site after the effective date of this agreement, granting such access to the Department; and
- (g) to consider appropriate pollution prevention measures and to implement those that the PRFBSR determines are reasonable and cost-effective, taking into account the ultimate use or uses of the real property described in **Attachment A**.

#### 4. CERTIFICATION

The PRFBSR is the local government with jurisdiction over the real property described in **Attachment A**. Therefore, the PRFBSR certifies that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Documentation provided that describes the proposed redevelopment is provided as **Attachment D**.

#### 5. SITE CONTRACTOR

The PRFBSR must ensure that the contractor who is performing the majority of the site rehabilitation program tasks pursuant to this BSRA or supervising the performance of such tasks by licensed subcontractors in accordance with the provisions of § 489.113(9), F.S., has provided certification to the Department that

the contractor meets the requirements listed below. If the identity of the contractor is known at the time of the execution of this BSRA, a Brownfields Redevelopment Program Contractor Certification Form (CCF) shall be submitted as **Attachment E** to this BSRA. If the contractor has not yet been determined, the PRFBSR shall ensure that the CCF is submitted to the District Brownfield Coordinator and approved by the Department before the contractor begins performing any site rehabilitation tasks at the site.

The PRFBSR must submit to the Department documentation as **Attachment F**, which shows a National Environmental Laboratory Accreditation Program ("NELAP")-recognized authority has accredited the laboratory(s) that will perform the analyses required by this agreement.

Any contractor that performs site rehabilitation tasks at a contaminated site originating on the real property as described in **Attachment A** shall provide documentation in accordance with the provisions of the paragraph above and with **Attachments E and F**, if applicable, showing that any contractor that performs site rehabilitation tasks:

- (a) meets all certification and license requirements imposed by law; and
- (b) performs, or has laboratory analyses performed, pursuant to NELAP certification requirements and performs, or has field sampling work performed, in accordance with the Standard Operating Procedures provided in Chapter 62-160, F.A.C., as amended, if applicable to performance of site rehabilitation tasks.

6. CONTINUOUS COMPLIANCE

During the entire site rehabilitation process, the PRFBSR agrees to ensure that the contractor continues to comply with the requirements of **Paragraph 5** of this BSRA pursuant to the requirements of §376.80(6), F.S.

7. VOLUNTARY CLEANUP TAX CREDIT PROGRAM

Not all activities that are approved or performed in association with a BSRA are eligible for the state's Voluntary Cleanup Tax Credit (VCTC). In accordance with Section 376.30781, F.S., only costs incurred and paid that are either integral, necessary and required for site rehabilitation or for solid waste removal, are eligible for the VCTC. "Site rehabilitation" means the assessment of site contamination and the remediation activities that reduce the levels of contaminants at a site through accepted treatment methods to meet the cleanup target levels established for that site. For sites subject to the Resource Conservation and Recovery Act, as amended, the term includes removal,

decontamination, and corrective action of releases of hazardous substances. "Solid waste removal" means removal of solid waste from the land surface or excavation of solid waste from below the land surface and removal of the solid waste from the brownfield site. Nothing contained herein is intended to limit the VCTC otherwise available to the PRFBSR under applicable law.

8. ADVISORY COMMITTEE

The PRFBSR shall establish an advisory committee pursuant to the requirements of §376.80(4), F.S., for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. The advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. However, if an appropriate local advisory committee already exists, this committee may be used for requesting public participation and for the purposes of complying with this paragraph.

The PRFBSR shall provide the advisory committee a copy of the final proposed draft BSRA and a copy of the executed BSRA. When the PRFBSR submits a site assessment report or the technical document containing the proposed course of action following site assessment to the Department or the local pollution control program for review, the PRFBSR shall hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

The names, addresses, and contact numbers for all advisory committee members are included as **Attachment G**.

9. INDEMNIFICATION

The PRFBSR shall save and hold harmless and indemnify the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this BSRA and from the negligent acts or omissions of the PRFBSR or its employees, agents, contractors, subcontractors, or other representatives, to the extent allowed by law.

10. LIABILITY PROTECTION

The liability protection provided under §376.82, F.S., shall become effective upon execution of this BSRA and shall remain effective, provided the PRFBSR complies with the terms of this BSRA.

11. TERMINATION

If the PRFBSR fails to comply with this BSRA, the Department shall notify the PRFBSR and allow 90 days for the PRFBSR to return to compliance with the provision at issue or to negotiate a modification to the BSRA with the Department for good cause shown. If an imminent hazard exists the 90-day grace period shall not apply. If the project is not returned to compliance with this BSRA and a modification cannot be negotiated, the Department shall terminate this BSRA.

The PRFBSR may terminate this BSRA at any time upon written notice to the Department.

Termination of this BSRA by either party will revoke the immunity provision of §376.82, F.S.

12. IMMINENT HAZARD

Nothing herein shall be construed to limit the authority of the Department to undertake any action in response to, or to recover the costs of responding to, conditions at or from the real property described in **Attachment A** that require the Department to take action to abate an imminent hazard to the public health, welfare or the environment.

13. RELEASE OF LIABILITY

Upon successful completion of this BSRA as evidenced by the issuance of a Site Rehabilitation Completion Order (SRCO) for each contaminated site originating from the real property described in **Attachment A**, the PRFBSR and his or her successors and assigns, shall be relieved from further liability for site rehabilitation as described in paragraph 3.a. of this BSRA to the Department and third parties and of liability in contribution to any other party who has or may incur cleanup liability for the contaminated site(s).

14. GOVERNING LAW

This BSRA has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida and any applicable local regulations. Wherever possible, each provision of this BSRA shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this



BSRA shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this BSRA. Any action hereon or in connection herewith shall be brought in Pinellas County, Florida.

15. SUBMITTALS

The PRFBSR shall submit one hard (paper) copy or one electronic (digital) copy of any certifications or documentation required in **Paragraph 6** ("Site Contractor") above, and all data, reports, responses, addenda, or modifications to reports and plans required by this BSRA to:

**Stephanie Mills,  
Environmental Specialist II/Brownfields Coordinator  
FDEP Southwest District  
13051 North Telecom Parkway  
Temple Terrace, FL 33637**

The Department encourages the submittal of documents for review in an electronic format rather than the submittal of paper copies. All electronic copies of documents shall be in the format listed in Section 8 of the Instructions and attached as **Attachment H**. Time frames for the Department's review of technical reports and plans and submittal of documents by the PRFBSR shall be governed by the attached schedule (see **Attachment B**), incorporated herein. After final Department approval of each report or plan, an electronic copy shall be submitted to the Department within 30 days. The electronic copy of the report shall be submitted on Compact Disc (CD) for archiving purposes in the format listed in **Attachment H**.

16. DOCUMENT REVIEW

During the site rehabilitation process, if the Department fails to complete the review of a technical document within the time frame specified in this BSRA, with the exceptions of "no further action proposals," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation, the PRFBSR may proceed to the next site rehabilitation task. However, the PRFBSR does so at its own risk and may be required by the Department to complete additional work on a previous task.

17. ASSIGNMENT

The PRFBSR shall not assign any rights or responsibilities under this BSRA to any other party without the written consent of the Department and the local

government with jurisdiction over the real property described in **Attachment A**. However, the Department shall not withhold its consent to such an assignment if: (a) the proposed assignee meets all of the eligibility criteria under §376.82, F.S.; (b) the proposed assignee has agreed, in writing, to assume all obligations of the PRFBSR under the terms of this Agreement; and (c) the assignment of PRFBSR obligations under any agreement with the local government with jurisdiction over the real property has been approved, in writing, by the local government.

18. WAIVER

By entering into this BSRA, the PRFBSR waives its right to challenge the contents of this BSRA in an administrative hearing afforded by §120.569 and §120.57, F.S., or an appeal afforded by the terms of §120.68, F.S. This BSRA does not deny the PRFBSR a right to challenge the Department's actions taken pursuant to this BSRA. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this BSRA, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

19. EFFECTIVE DATE AND ADMINISTRATIVE HEARING

This BSRA (Order) is final and effective on the date of execution unless a timely petition for an administrative hearing is filed under §§120.569 and 120.57, F.S., within 21 days after the date of receipt of notice of agency action. Upon the timely filing of such petition, this BSRA will not be effective until further order of the Department. The liability protection for the PRFBSR pursuant to §376.82(2), F.S., becomes effective upon execution of the brownfield site rehabilitation agreement. The procedures for petitioning a hearing are set forth below.

Persons other than the PRFBSR who are affected by this BSRA have the following options:

- (a) If you choose to accept the Department's decision regarding this BSRA, you do not have to do anything. This BSRA is final and effective 21 days after the date of execution.
- (b) If you choose to challenge the Department's decision, you may do the following:
  - (i) File a request for an extension of time to file a petition for hearing with the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 within **21** days of receipt of

this BSRA; such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing.

**Or**

- (ii) File a petition for administrative hearing with the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 within **21** days of receipt of this BSRA.

Please be advised that mediation of this decision pursuant to §120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing:

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request shall be filed with (received by) the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within **21** days of receipt of this BSRA. Petitioner shall mail a copy of the request to the PRFBSR at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing:

A person whose substantial interests are affected by this BSRA may petition for an administrative proceeding (hearing) under §§120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed with (received by) the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within **21** days of receipt of this BSRA. Petitioner shall mail a copy of the petition to the PRFBSR at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right to request an administrative proceeding under Chapter 120, F.S.

Pursuant to §120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

1. The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the PRFBSR's name and address; the Department's Brownfield

Area and Brownfield Site Identification Numbers; and the name and address of the Brownfield Site; the name and address of each agency affected;

2. A statement of when and how each petitioner received notice of the Department's action or proposed action;

3. An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;

4. A statement of the disputed issues of material facts, or a statement that there are no disputed facts;

5. A concise statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;

6. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action, including an explanation of how the alleged facts relate to the specific rules of statutes; and

7. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this BSRA. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

## 20. JUDICIAL REVIEW

Except for the PRFBSR, any party has the right to seek judicial review of this BSRA under §120.68, F.S., by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The notice of appeal must be filed within **30** days after this BSRA is filed with the clerk of the Department (see below).

21. CONTACTS FOR GENERAL AND LEGAL QUESTIONS

Any questions about the content of this BSRA, the Department's review of the BSRA, or technical questions should be directed to the Department's District Brownfields Coordinator at:

**Stephanie Mills  
Environmental Specialist II/Brownfields Coordinator  
13051 North Telecom Parkway  
Temple Terrace, FL 33637  
813-470-5763**

or to the PRFBSR's representative at:

**Teri Hasbrouck  
Environmental Program Coordinator  
Pinellas County Real Estate Management  
509 East Avenue S.  
Clearwater, FL 33756**

Questions regarding legal issues should be referred to the Department's Brownfields Program Attorney in the Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

22. ENTIRETY OF AGREEMENT

This BSRA represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this BSRA shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this BSRA, unless otherwise provided herein.

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Pinellas County  
Brownfield Site Rehabilitation Agreement  
Brownfield Site ID # BF52-

IN WITNESS WHEREOF, each of the parties has made and executed this Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below: **Mary Yeargan**, District Director Southwest District, State of Florida Department of Environmental Protection, and **Pinellas County Board of County Commissioners** the Person Responsible for Brownfield Site Rehabilitation, signing by and through **John Morroni, Chariman** duly authorized to execute same.

PERSON RESPONSIBLE FOR  
BROWNFIELD SITE REHABILITATION

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
(PRFBSR Authorized Signatory)

**John Morroni, Chairman  
Pinellas County  
Board of County Commissioners**

By: \_\_\_\_\_  
Director, DEP Southwest District

Mary Yeargan, P.G.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

315 Court Street  
Clearwater, FL 33756  
727-464-3377

Approved as to form and legality:

\_\_\_\_\_  
Randy J. Miller, II, FDEP Attorney

\_\_\_\_\_  
(Print FDEP Attorney's Name)

APPROVED AS TO FORM

By: Michael A. Zas  
Office of the County Attorney

FILING AND ACKNOWLEDGMENT FILED, on this date,  
pursuant to §120.52 Florida Statutes, with the designated  
Department Clerk, receipt of which is hereby acknowledged.

\_\_\_\_\_  
Clerk (or Deputy Clerk)

Date: \_\_\_\_\_

cc: Randy J. Miller, II, FDEP Brownfields Program Attorney  
Peter Cornais, FDEP Brownfields Program Manager  
Stephanie Mills, Southwest District Brownfields Coordinator

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List of Attachments

Attachment A	Local Government Resolution for the Brownfield Area and Map and Legal Description of the Brownfield Site
Attachment B	Brownfield Site Rehabilitation Schedule
Attachment C	Site Access Agreement
Attachment D	Certification of Redevelopment Agreement
Attachment E	Contractor Certification Form
Attachment F	Quality Assurance Certificate
Attachment G	Advisory Committee Members
Attachment H	Format for Submittal of Technical Documents

**Site Access Agreement**  
**Brownfield Site ID #:BF52-**  
**August 9, 2015**  
**Page 2 of 2**

**Attachment A**  
**Local Government Resolution for the Brownfield Area and Map and Legal**  
**Description of the Brownfield Site**  
**(Pinellas County Resolution 15-51)**

**Attachment B**  
**Table I**  
**Brownfield Site Rehabilitation Schedule**

Type of Report or Activity	PRFBSR Action or Submittal Time Frames	Department Review or Comment Time frames
Notice of Interim Source Removal Action or Emergency Response Action situations.	Within 24 hours of initiation of the action.	No comment required.
Interim Source Removal Proposal	When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (see Rule 62-785.500).	Within 30 days of receipt.
Interim Source Removal Plan	When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (62-780.500, F.A.C.)	Within 30 days of receipt.
Interim Source Removal Status Report	Within 60 days of completion of source removal activities and every 60 days thereafter or when the field activity is terminated, whichever occurs first.	No comment required.
Interim Source Removal Report	Within 60 days of completion of interim source removal activities.	Within 60 days of receipt.
Site Rehabilitation Plan (SRP) or Combined Document; (Optional submittal) (See Rule 62-780.450, F.A.C.)	Optional: SRP submitted within 270 days of executing BSRA. May include multiple tasks.	Within 60 days of receipt.
Site Assessment Report (SAR)	SAR submitted within 270 days of executing BSRA.	Within 60 days of receipt.
Risk Assessment Report (RAR)	Optional: (within 60 days of SAR approval.)	Within 90 days of receipt.
No Further Action (NFA) Proposal	When the site meets the criteria for NFA (See Rule 62-780.680, F.A.C.).	Within 60 days of receipt.
Well Survey and Sampling Results pursuant to paragraph 62-780.600(3)(h), F.A.C.	Within 60 days of discovery of contamination beyond the property boundaries	Within 60 days of receipt.
Natural Attenuation with Monitoring (NAM) Plan	When the site meets the criteria for Natural Attenuation with Monitoring (See Rule 62-780.690, F.A.C.).	Within 60 days of receipt.
Natural Attenuation with Monitoring (NAM) Report	Within 60 days of sample collection.	No comment required.
Remedial Action Plan (RAP)	Within 90 days of approval of a SRP, SAR or RAR.	Within 60 days of receipt.
As-Built Drawings	Within 120 days of initiating operation of the active remediation system.	No comment required.
Initiate Operation of Active Remedial Action	Within 120 days of RAP approval.	No comment required.
Proposals submitted pursuant to subsection 62-780.700(15), F.A.C.	Optional during active remediation	Within 60 days of receipt
Remedial Action Status Report (Monthly or quarterly status reports may be required for submittal - - depending on site conditions and Advisory Committee.)	Within 60 days of the anniversary date of initiating operation of active remediation system.	No comment required.

Post Active Remediation Monitoring (PARM) Plan	When the site meets the criteria for NFA (see Rule 62-780.680) or Leveling-Off (see Rule 62-780.700(17))	Within 60 days of receipt.
Post Active Remediation Monitoring (PARM) Report	Within 60 days of sample collection.	No comment required.
Leveling Off Determination	Within 60 days of sample collection.	Within 60 days of receipt.
Post Active Remediation Monitoring (PARM) Plan resampling proposal (Rule 62-780.750(4)(e), F.A.C.	Within 60 days of sample collection.	Within 60 days of receipt.
Site Rehabilitation Completion Report (SRCR)	Within 60 days of the final sampling event. If SRCR not approved then submit modifications, etc. within 60 days of Department's response.	Within 60 days of receipt. If the brownfield site meets the requirements of Chapter 62-780, F.A.C. for the issuance of a SRCO, a SRCO will be issued.
Pilot Study Work Plan	When seeking approval before implementation of a Pilot Study pursuant to Rule 62-780.700(2), F.A.C.	Within 60 days of receipt.
Notices for Field Activities except for Start of Interim Source Removal or Emergency Response Action situations.	Within seven (7) days but not less than 24 hours prior notice to the Department to perform field activity.	No comment required.
Submittal to the Department of addenda, responses, or modification to plans or reports, pursuant to Chapter 62-780, F.A.C.	Within 60 days of receipt of the Department's response.	Within the same time frame for review of the original submittal.
Submittal of Form and Actual Notice required in subsection 62-780.220(2), F.A.C.	See text of rule for "Initial Notice of Contamination Beyond Property Boundaries" in subsection 62-780.220(2), F.A.C.	No comment required.
Submittal of Actual and Constructive Notice required in subsection 62-780.220(3), F.A.C.	See text of rule for "Subsequent Notice of Contamination Beyond Source Property Boundaries for Establishment of a Temporary Point of Compliance (TPOC)" in subsection 62-780.220(3), F.A.C.	No comment required.
Submittal of proof of Constructive Notice required in subsection 62-780.680(8), F.A.C.	When seeking an SRCO with conditions, the PRFBSR must provide constructive notice of the Department's intent to approve a no Further Action Proposal with controls.	No comment required.

**Attachment C**  
**SITE ACCESS AGREEMENT**  
**PERMISSION TO ENTER PROPERTY**  
**BROWNFIELDS REDEVELOPMENT PROGRAM**

1. Pinellas County, the real property owner ("undersigned" or "owner"), hereby grants permission to the State of Florida, Department of Environmental Protection ("Department") and its agents and subcontractors to enter the undersigned's property ("the property") located at 5833 126<sup>th</sup> Ave. North, Clearwater, FL 33760 as described in **Attachment A** attached to the BSRA for the brownfield site assigned the Brownfield Site Identification Number **BF52-** beginning on the date of execution of the BSRA and ending on such date as deemed appropriate by the Department or the successful completion of the BSRA, whichever occurs first.
2. This permission is contemplated to be used for the following activities that may be performed by the Department, its agents, representatives or subcontractors:
  - a. Having access to areas where contamination may exist.
  - b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the Department and the like.
  - c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.
3. Upon completion of the investigation, the Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned's successors and assigns for any contamination discovered on the property.
5. The Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.
6. The Department acknowledges and accepts any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.
7. In exercising its access privileges, the Department will take reasonable steps not to interfere with the Owner's operations, or the remediation and redevelopment activities pursuant to the BSRA.

---

Signature of Real Property Owner

---

Witness

---

Date

---

Date

**Site Access Agreement**  
**Brownfield Site ID #:BF52-**  
**August 9, 2015**  
**Page 2 of 2**

Accepted by the Department by the following authorized agent:

\_\_\_\_\_  
Signature of Department representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachment D**  
**Certification of Redevelopment Agreement**

(The PRFBSR and the local government with jurisdiction over the real property are the same entity (Pinellas County). Therefore an agreement between the PRFBSR and the local government with jurisdiction over the property is not required.)



**Attachment E**  
**Contractor Certification Form**

The Contractor Certification form  
will be submitted to FDEP prior to initiating work under this BSRA.



# FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

BOB MARTINEZ CENTER  
2600 BLAIRSTONE ROAD  
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT  
GOVERNOR

HERSCHEL T. VINYARD JR.  
SECRETARY

## CONTRACTOR CERTIFICATION FORM Brownfields Redevelopment Program

Contractor Name \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Brownfield Site ID #: \_\_\_\_\_

### Contractor Certifies by Checking All Appropriate Boxes:

Yes

No

1. It meets all certification and license requirements imposed by law. ☐ Yes ☐ No
2. It performs or contracts laboratory analysis pursuant to National Environmental Laboratory Accreditation Program certification requirements and performs or contracts field-sampling work in accordance with the Standard Operating Procedures for Field Activities pursuant to Chapter 62-160, Florida Administrative Code. ☐ Yes ☐ No
3. It complies with all applicable OSHA regulations. ☐ Yes ☐ No
4. Has the capacity to perform the majority of the site rehabilitation program tasks pursuant to a brownfield site rehabilitation agreement or supervise the performance of such tasks by licensed subcontractors in accordance with Section 489.113(9), F.S. ☐ Yes ☐ No

The person named below by signing as an "Officer of the Company" hereby certifies to the Florida Department of Environmental Protection (FDEP) that the Contractor named above meets the requirements for contractors participating in the Brownfields Redevelopment Program [Sections 376.80(6) and (7), Florida Statutes (F.S.)]:

\_\_\_\_\_  
Signature of Officer of the Company and Date Signed      Print Name of Officer of the Company

\_\_\_\_\_  
Title of Officer of the Company

**Attachment F**  
**Quality Assurance Certificate**

The laboratory quality assurance certificate  
will be submitted to FDEP prior to initiating work under this BSRA.

**Attachment G**  
**Advisory Committee Members**

<b>Member Name</b>	<b>County Department</b>	<b>Phone Number</b>
Teri Hasbrouck	Real Property Division, Real Estate Management 509 East Avenue South Clearwater, FL 33756	727-464-6967
Paul Berlage, P.E.	Watershed Management Section 22211 US Highway 19 N Clearwater, FL 33765	727-464-3617
Rahim Harji, P.E.	Watershed Management Section 22211 US Highway 19 N Clearwater, FL 33765	727-464-8760
Andrew Pupke	Real Estate Management 509 East Avenue S. Clearwater, FL 33756	727-464-3237
Cindy Margiotta	Economic Development Dept. 13805 58 <sup>th</sup> Street N., Suite 1-200 Clearwater, FL 33760	727-464-7398

**Attachment H**  
**Format for Submittal of Technical Documents**

1. One hard copy or one electronic copy of each report or proposal and final reports shall be submitted to the Department or to the delegated local program.
2. In an effort to increase efficiency, responsiveness, and to enhance environmental protection, electronic records are an acceptable media substitute for hard copy and shall be pursued as the first option of choice to arrive at compliance. Where an electronic format exists of the records it shall be used to transmit the data, file, report, document, map, plans, picture, record, or any other object that may be available in an electronic format. Electronic records shall be kept in industry standard non-proprietary formats: TIFF, GIF, JPEG, PDF, or in Microsoft Word, Microsoft Excel, and Microsoft Access not older than one (1) release behind the current.
3. Data requested shall be transmitted using available media such as E-mail, Compact Disc (CD), or File Transfer via an FTP site. Additional formats may be considered at the time of the request.
4. After final approval of each report, an electronic copy and one hard copy shall be submitted within 30 days.
5. The media shall include a file directory and specify the "naming convention".
  - (a) Final reports (any text files) must be in one of the approved formats.
  - (b) Site maps and surveys shall be in TIFF, JPEG or ".pdf" format.
  - (c) Site-specific GIS data tables shall be in Excel or text (tab delimited) format.
  - (d) The cover of the media shall include the Site Name, Designated Brownfield Area, Date and Type of Report(s).
  - (e) The left inside cover of the media should list all the files located on the media.

## **RESOLUTION 15- 51**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA EXPANDING THE ULMERTON ROAD OPPORTUNITY CORRIDOR AREA-WIDE BROWNFIELD PREVIOUSLY ESTABLISHED IN ACCORDANCE WITH SECTION 376.77-86 FLORIDA STATUTES (AREA ID #BF521202000) TO INCLUDE PROPERTIES LOCATED SOUTH OF ULMERTON ROAD, WEST OF 58<sup>TH</sup> STREET N., NORTH OF 126<sup>TH</sup> AVENUE N., AND EAST OF US HIGHWAY 19 N. AS DEPICTED ON EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF, FOR THE PURPOSES OF ECONOMIC DEVELOPMENT AND ENVIRONMENTAL REHABILITATION AND PROVIDING FOR NOTIFICATION OF THE PERSON(S) RESPONSIBLE FOR BROWNFIELDS SITE REHABILITATION; AUTHORIZING THE COUNTY ADMINISTRATOR TO NOTIFY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION AND TO TAKE SUCH OTHER ACTIONS AND EXECUTE ALL DOCUMENTS NECESSARY TO ACCOMPLISH THIS BROWNFIELD EXPANSION; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Sections 376-77-376.86, Florida Statutes, the "Brownfields Redevelopment Act" (the "Act"), the State of Florida has provided for the designation of certain contiguous areas consisting of one or more Brownfields sites as "Brownfield Areas" by resolution of such areas, and Pinellas County has established a Brownfields Redevelopment Program as provided in Resolution No. 03-125; and

**WHEREAS**, the County desires to provide for the expansion of a Brownfields Area, identification of the person responsible for Brownfields site rehabilitation, and notification to the Florida Department of Environmental Protection ("FDEP") of its decision to expand a Brownfields Area Pursuant to the Act; and

**WHEREAS**, the County has complied with the notice and public hearing requirements set forth in Section 376.80(1) and (2)(a), and 125.66(4)(2)(b), Florida Statutes, and a public hearing was held on the proposed designation near the Area proposed for designation; and

**WHEREAS**, the County has considered the criteria set forth in Florida Statutes Section 376.80(2)(a)1-4, Florida Statutes, including whether the proposed Brownfields Area warrants economic development and has a reasonable potential for such activities; whether the proposed area represents a reasonable focused approach and is not overly large in geographic coverage; whether the area has potential to interest the private sector in participating in rehabilitation; and

whether the area contains sites or parts of sites suitable for limited recreational open space, cultural or historical purposes.

**NOW, THEREFORE,** BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY FLORIDA, AT A DULY ASSEMBLED MEETING HELD ON THE 2nd DAY OF JUNE, 2015, AS FOLLOWS:

Section 1. The Area depicted on Exhibit A attached hereto and incorporated herein by reference, known as the Ulmerton Road Opportunity Corridor Brownfield Expansion Area, is hereby designated as a Brownfields Area in accordance with the Act.

Section 2. The County will notify the Florida Department of Environmental Protection of this designation of a Brownfields Area, and when there are persons who have assumed responsibility for Brownfields site rehabilitation.

Section 3. This Brownfields designation shall not render Pinellas County liable for costs of site rehabilitation or source removal, as those terms are defined in the Act, or for any other costs, above and beyond those costs attributable to the County as administrator of the Brownfields Program within the designated Brownfields Area.

Section 4. Pinellas County Real Estate Management Department is authorized and directed to receive and maintain all written requests from property owners to have their property removed from the Brownfield designation in accordance with Section 376.80(1), Florida Statutes.

Section 5. This Resolution shall take effect immediately upon its adoption.

Commissioner Long offered the foregoing Resolution and moved its adoption, which was seconded by Commissioner Welch, and upon roll call, the vote was:

Ayes: Morrone, Justice, Long, Welch, Eggers and Seel.

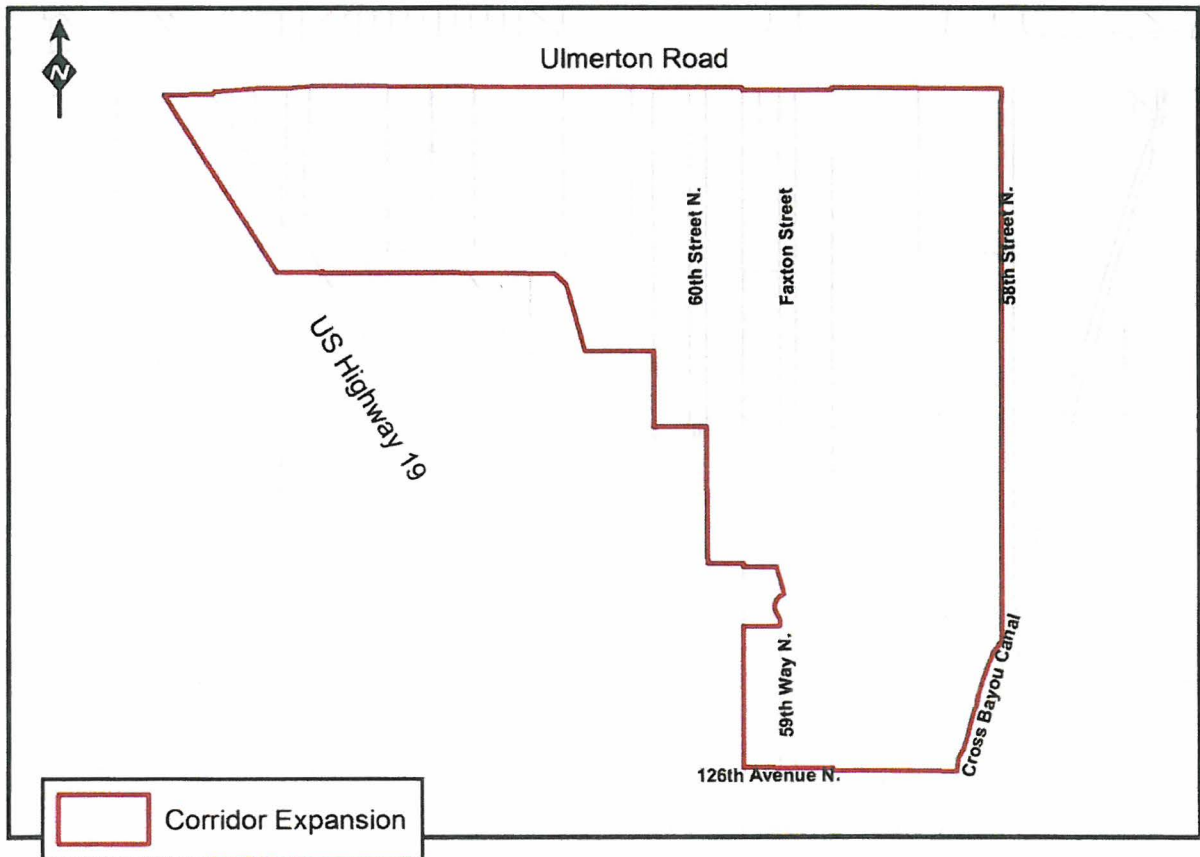
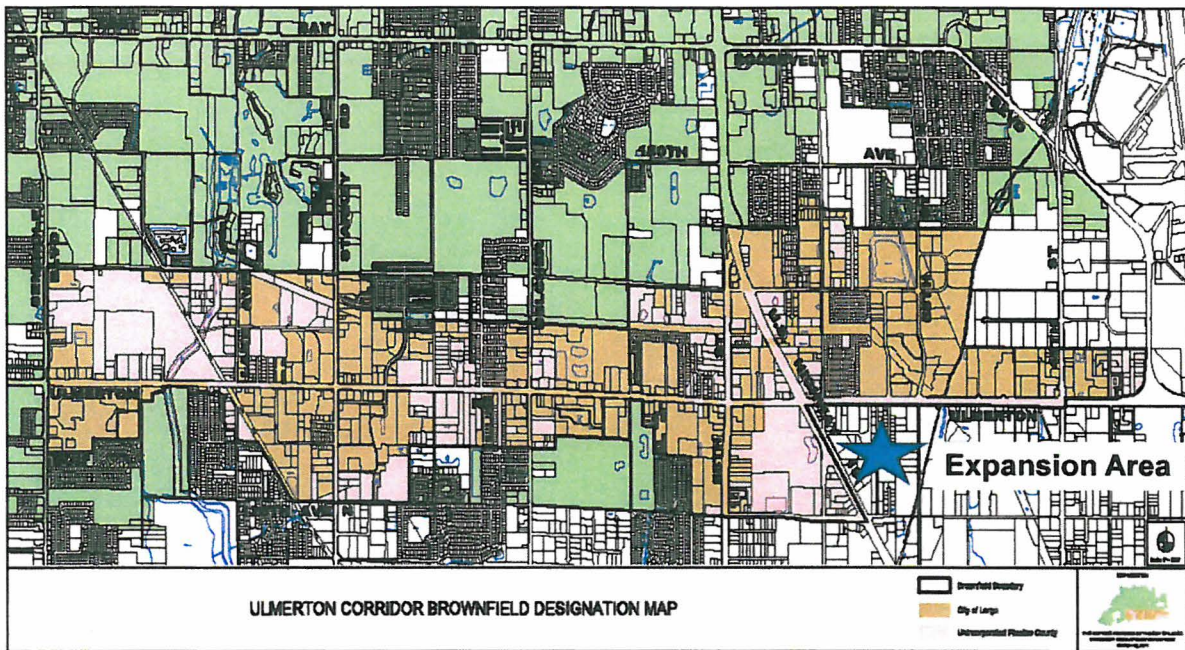
Nays: None.

Absent and not voting: Gerard.

**APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY**

By: M2as

Exhibit A  
Ulmerton Road Opportunity Corridor Brownfield Expansion Area





LOCATION MAP: 126th Ave. N Dump Brownfield Site

