



Petroleum Restoration Program SITE ACCESS AGREEMENT -Local Government

1. The Parties. The undersigned real property owner, _____, whose address is _____, (“**Owner**”), hereby give(s) permission to the State of Florida, Department of Environmental Protection, whose address is 2600 Blair Stone Road, MS# 4545, Tallahassee, Florida 32399-2400 (“**FDEP**” or “**Department**”), and all its contractor, subcontractors, and vendors (“**Contractor**”), to enter the Owner's property located at (“**Property**”) _____, Florida with FDEP Facility ID# _____.

The Property. Owner owns that certain real property identified as folio/ parcel number(s) _____, located at _____ County, Florida (the “**Property**”), as more particularly described in the legal description within **Exhibit A**, attached hereto and made a part hereof.

2. Permissible Activities. This Site Access Agreement (“**Agreement**”) is limited to activities which may be performed by the Department or its Contractors without cost to the Owner (unless required in a separate agreement with the Department) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractors. 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 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;
- conduct surveys, prepare site sketches, and take photographs; and
- inspect any and all of the above activities.

3. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractors, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (its

employees) and Department Contractors (including site rehabilitation contractors and associated subcontractors; contracted site managers with Teams 5 and 6 or local government; and contractors performing work for the Department under environmental forensics site investigation contract, if applicable) (collectively referred to throughout as Contractors) immediately upon the execution of this Agreement. However, access for a Site Rehabilitation Contractor can be contingent upon the Owner timely entering into an additional separate site access agreement with only the Site Rehabilitation Contractor (if the Owner wants a separate agreement with the Site Rehabilitation Contractor, please check the appropriate box at the end of this document). Such agreement with a Site Rehabilitation Contractor is not binding upon the Department. There is no option for an additional site access agreement with any of the Department's other Contractors. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code (F.A.C.), or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes (F.S., "Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

4. County or City (referred to as "Local Government") Manager/Administrator. The Local Government Manager/Administrator (as appropriate) is authorized to exercise the Owner's rights and obligations under this Agreement, including, but not limited to, giving written consent to the Department's requests when necessary, approving any amendment or waiver of the terms and conditions of this Agreement, and terminating the Agreement. The Local Government Manager/Administrator is defined as the administrative head of Local Government pursuant to _____/_____.

5. Work Performed during Business Hours. The Department and Contractors may enter the Property during normal Business Hours and may also make arrangements to enter the Property at other times with the Owner's prior written consent. "Business Hours" is defined as 7 A.M. to 7 P.M. (Eastern Time) during the weekdays.

6. 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, F.S.

7. Activities Comply with Applicable Laws. The Department and Contractors 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 laws, and, if applicable, local laws, rules, and regulations.

8. Proper Disposal of Contaminated Media. The Department and Contractors shall ensure that soil cuttings, any work materials, and water generated shall be managed and disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be appropriately disposed in a timely manner.

9. 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.

10. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractors 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 at least ninety (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 (1) 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.

11. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, F.S., 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 Rule 62-780.680, F.A.C. or a low-scored site initiative no further action order is issued (if applicable) pursuant to Section 376.3071(12)(b), F.S., is final.

12. 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.

13. 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.

14. 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.

15. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, or Department's employees or Contractors, provided that it was not caused by the negligence or intentional acts of the Owner's agents or employees.

16. Sovereign Immunity. To the extent permitted by law, and without either party waiving its sovereign immunity or waiving any limits established by Section 768.28, F.S., the Owner and the Department acknowledges and accepts their responsibility and liability for torts under applicable law (Section 768.28, F.S.) for damages caused by the acts of their respective employees while on the Property.

17. Insured Contractors. The Department shall require its site rehabilitation and Forensics Contractors, while performing services on the Property, to maintain commercial general liability insurance, automobile liability insurance, and workers' compensation insurance as

required by Section 376.3071(6), F.S., and approved by the Department.

18. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, F.S. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above. <https://depdms.dep.state.fl.us/Oculus/servlet/login>

19. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to Property by the Department and its Contractors 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 the Owner and the Department.

20. 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 _____ County, Florida.

21. Severability. In the event that any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement, and the balance of this Agreement shall remain in full force.

22. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and the Department, Contractors, and their 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? If neither are checked, the Department will assume "NO". Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page. If an Exhibit B is not submitted to the Department with the signed Site Access Agreement, the Department will conclude that you have changed your selection from "YES" to "NO".

☐ YES

☐ NO

B. Do you wish to participate or provide input with respect to rehabilitation of this facility? If neither are checked, the Department will assume "NO".

☐ YES

☐ NO

C. If you wish to exercise the option to reject one Contractor prior to assignment of work, please enter an email address. _____

Note: If you do not have an email address, you can enter a telephone number or street address instead.

D. Do you want the site rehabilitation Contractor to contact you to obtain a separate site access agreement? Note: Optional site access agreements 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 you and the site rehabilitation Contractor have executed this optional agreement. Entities listed in paragraph 3 which this agreement provides immediate access for are excluded from this option of obtaining an additional site access agreement.

☐ YES

☐ NO

23. Notices. For a notice to a party to be effective under this Agreement, notice must be sent via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with this section._

NOTICE TO OWNER:

{{this may change based upon local government structure}}

Local Government Manager/Administrator

Email Address:

With a copy to:

County Attorney

Email Address:

and

Real Property Director

Email Address:

NOTICE TO DEPARTMENT:

In addition to the Department's site manager assigned to the Property, the below mentioned PRP Facilitator has been assigned to the Owner and shall be given all notices required under this Agreement.

PRP –

Email Address:

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: _____, through its Board of _____ Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the _____ day of _____, 20____ (Agenda Item # _____), and the State of Florida Department of Environmental Protection, signing by and through its duly authorized representative. *{{County will create its own signature block, below is an example only}}*

ATTEST:

LOCAL GOVERNMENT:

_____, through its
Board of County Commissioners

By _____

Name & Title _____

____ day of _____, 20____

Approved as to form

By _____

(Date)

Local Government Attorney

Accepted by the State of Florida Department of Environmental Protection:

DEP PRP Program Administrator

Signature of Witness

Print Name

Date

Attachments: Exhibit A- Legal description of the Property. FDEP
Coordinates (Degrees° Minutes' Seconds") for Facility ID#: _____

Latitude _____

Longitude _____

Exhibit A

Legal Description:

A LOT 208X195 FT MOL IN S1/2 OF NE1/4 OF NW1/4 LESS N124 FT THEREOF

DES IN ORB 1298 PG 1228