

TAB 2



City of Palmetto Agenda Item

Meeting Date

11/21/11

Presenter: Lorraine Lyn **Department:** Planning

Title:

INTERLOCAL AGREEMENT TO CREATE AND ADMINISTER A BROWNFIELDS ASSESSMENT COALITION
Agreement between the Metropolitan Planning Organization (MPO) and the City of Palmetto
October 1, 2011, through September 30, 2014

US EPA Brownfields Assessment funding is available to MPO's to perform hazardous substance and petroleum assessments. The Sarasota-Manatee MPO Coalition received a grant to focus on the 70 mile stretch of Tamiami Trail (US Highway 41) Petroleum Brownfields Revitalization Corridor. The MPO has partnered with the cities of Palmetto, Bradenton, Sarasota, Venice and North Port, plus Manatee and Sarasota Counties in a regional effort to assess and ultimately revitalize this corridor.

The Coalition was awarded a \$1,000,000.00 grant from the EPA in July of this year to conduct Phase 1 and Phase 2 Brownfield Assessments in the Corridor. Available funds (as of 10/1/11) will be spent over a 3 year period to perform assessments for soil and water contamination on eligible properties in the corridor. The split involves \$700,000 for petroleum cleanup and \$300,000 for other hazardous material.

Participants: (1) The MPO will serve as the lead for this community-wide assessment coalition grant by coordinating and organizing the assessment grant activities. The Brownfields Coalition Assessment grant will be managed by Michael Maholtz, Transportation Planner for the MPO. The MPO is required to establish/maintain agreements with its member governments and grantors and needs an interlocal agreement with each jurisdiction. (2) The EPA Project Manager from the Atlanta Regional Office is David Egetter. (3) The Project Team, made up of staff representatives from each jurisdiction within the Coalition will initially meet with the MPO staff monthly. The Team recommended the MPO execute contracts with Cardno TBE as prime consultant and Kimley-Horn & Environmental Consulting & Technologies, Inc. as consultants. The Team will also have the authority to select or prioritize the allocation of funds. (4) The Brownfield Advisory Board (BAB) will be made up of property owners, real estate agents, developers, etc. who will assist in identifying potential brownfield sites and keep the community informed. So far, Nick Costides and Jon Moore have agreed to serve on this Board which will meet quarterly.

On September 7, 2011, the MPO staff arranged a US 41 Corridor Tour for EPA and DEP staff starting in Palmetto to visit applicable sites. Jeff Burton, CRA Director conducted the tour and focused on the old Shell station on 8th and Riverside and the old phosphate plant at 10th St & 5th Ave.

Budgeted Amount: \$0.00 **Budget Page No(s):** **Available Amount:** \$0.00 **Expenditure Amount:** \$0.00

Additional Budgetary Information:

Funding Source(s): EPA grant **Sufficient Funds Available:** Yes No **Budget Amendment Required:** Yes No **Source:**

City Attorney Reviewed: Yes No N/A **Advisory Board Recommendation:** For Against N/A **Consistent With:** Yes No N/A **Palmetto 2030 Comprehensive Plan**

Potential Motion/Direction Requested: The City Commission shall APPROVE, APPROVE WITH CONDITION(S) or DENY the proposed Interlocal Agreement

Staff Contact: Lorraine Lyn City Planner 723-4580 Ext. 2135

Attachments: Interlocal Agreement between the MPO and the City of Palmetto with 12 original signature pages

**INTERLOCAL AGREEMENT TO CREATE AND ADMINISTER
A BROWNFIELDS ASSESSMENT COALITION**

This Interlocal Agreement is entered into as of the Effective Date as defined in Section IV hereof, pursuant to and in compliance with the "Florida Interlocal Cooperation Act of 1969", Section 163.01, Florida Statutes (referred to herein as "the Act"), by the **Sarasota/Manatee Metropolitan Planning Organization**, a Florida State Agency existing and operating pursuant to the Florida Statute § 339.175 (referred to herein as the "MPO") and "**Manatee County**" (referred to herein as "**Manatee County**") and "**Sarasota County**" (referred to herein as "**Sarasota County**"), each a political subdivision of the State of Florida, and the **Cities of Palmetto, Bradenton, Sarasota, Venice, and North Port**, each a Florida municipal corporation, (referred to herein as "**Palmetto**", "**Bradenton**", "**City of Sarasota**", "**Venice**", and "**North Port**"). These foregoing entities shall collectively be referred to herein as the "**Parties**".

Whereas, in recent years, due to changes in regulatory requirements and economic conditions, many fuel facilities (most commonly gas stations) have been abandoned, resulting in potential environmental contamination and economic blight; and

Whereas, the jurisdictional area which is included within the MPO includes many such sites; and

Whereas, the governing bodies of the Parties have supported the MPO's application for a federal grant to assist in identifying such sites which are most in need of clean up and re-development funds; and

Whereas, on October 1, 2011, the EPA awarded Cooperative Agreement No. 95481811-0 to the MPO with a grant period of October 1, 2011, through September 30, 2014; and

Whereas, the grant contemplates that the MPO will coordinate with the specific member governmental entities within its jurisdictional area to jointly administer the grant program; and

Whereas, the Parties all find that it is in the best interests of the citizens, businesses, visitors and environments of Manatee and Sarasota Counties to utilize these grant funds for the purposes they have been made available in a cooperative manner.

Now therefore, the Parties agree as follows:

I. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to document the roles and responsibilities of the Parties involved in a Brownfields Assessment Coalition known as the US 41 Tamiami Trail Brownfields Coalition (referred to herein as the **Coalition**) to carry out the activities outlined in the Environmental Protection Agency (EPA) Cooperative Agreement No. 95481811-0. The Coalition shall consist of the Parties to this Agreement, with the MPO serving as the Lead Partner and remaining Parties being known as "Coalition Partners".

II. RESPONSIBILITIES OF THE PARTNERS

- A. It is the responsibility of MPO to provide timely information to the other Coalition Partners regarding the management of the Cooperative Agreement and any changes that may be made to the Cooperative Agreement over the period of performance.
- B. Activities funded through the Cooperative Agreement shall include inventory preparation, site selection criteria development, permitting activities, site access agreements, assessments, planning (including cleanup planning) relating to brownfield sites, and outreach materials and implementation, and other eligible activities. MPO may retain consultant(s) and contractors under 40 CFR 30.36 to undertake various activities funded through the Cooperative Agreement.
- C. As the Lead Coalition Partner, MPO is responsible to EPA for management of the Cooperative Agreement and compliance with the statutes, regulations, and terms and conditions of the grant award, and ensuring that all Partners to the coalition are in compliance with the terms and conditions of the Cooperative Agreement.
- D. The MPO, as Lead Coalition Partner, will procure the consultant(s) in compliance with 40 CFR 31-36 requirements and applicable Florida State Statutes. The consultant(s) will be responsible for successfully completing technical and programmatic tasks of the grant. The MPO will issue the Request for Qualifications and will be the entity responsible for receipt of the submitted proposals and selection and award of contracts. MPO will consult with the Coalition Partners in making the selection of consultants and contractors and negotiating the terms of agreements, but such other Partners shall not be parties to such agreements, and shall not be obligated to expend any funds for such services.
- E. The MPO, as Lead Coalition Partner, in consultation with the other Coalition Partners, will work to develop a site selection process based on agreed upon factors and will ensure that a minimum of five sites are assessed over the life of the cooperative agreement. Selected sites will be submitted to EPA for prior approval to ensure eligibility. The MPO, as Lead Coalition Partner, will work with all Coalition Partners to assure an equitable distribution of grant funds among the Coalition Partners to the greatest extent possible. The MPO may accomplish the cooperative development of site selection criteria, site selection, and other joint tasks, via a coordinating committee consisting of one staff representative from each of the Coalition Partners, chaired by the MPO representative. The MPO shall ensure the work of this committee complies with all applicable sunshine and public records laws.
- F. Upon designation of the specific sites, it will be the responsibility of MPO to work with the Coalition Partner in whose geographic area the site is located to finalize the scope of work for the consultant or contractor. It will be the responsibility of this Coalition Partner to perform the administrative tasks necessary to obtain all required access permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site. If this Coalition Partner does not have the capacity to perform these activities, MPO may assist in securing necessary site access agreements and permits if available resources permit. All fees associated with site access procurement will be funded through the Cooperative Agreement.
- G. The MPO, as Lead Coalition Partner is responsible for ensuring that other activities as negotiated in the work plan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by MPO and the Coalition Partner in whose geographic area the site to be assessed is located.

- H. In cases where the assessment process identifies a site as contaminated and in need of remediation, the MPO shall work with the relevant Coalition Partners to secure follow up state or federal grant funds to permit the site to be remediated.

III. EXECUTION IN COUNTERPARTS:

This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.

IV. EFFECTIVE DATE AND TERMINATION:

The Effective Date of this Agreement shall be the date on which a fully executed copy of the Agreement has been filed with the Clerks of the Circuit Courts of Manatee and Sarasota Counties, as required by Florida Statutes § 163.01(11). The Agreement shall terminate on September 30, 2014.

V. ASSIGNMENT AND THIRD PARTY BENEFITS:

This Agreement may not be assigned unless by written approval of the Parties. This Agreement is entered into by the Parties for their sole and exclusive benefit, and shall not be interpreted or applied so as to confer any benefit or right on any third party, as that is not intended by the Parties.

VI. NOTICES:

To the extent any notice is required under this Agreement, same shall be made by regular U.S. Mail to the attention of the Mayor if to any municipal Partner, the County Administrator if to any county Partner, and to the Executive Director if to the MPO.

VII. SEVERABILITY:

If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and shall not invalidate the validity of the remaining portions not invalidated.

VIII. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Manatee County, Florida or in the Federal Middle District of Florida, located in Hillsborough County, Florida.

IX. SUCCESSORS:

This Agreement shall also be binding upon and the benefits of this Agreement shall inure to all successors of the Parties hereto. The Parties agree to advise any successor in interest of this agreement.

In Witness thereof, the Parties hereto have executed this agreement on the dates set forth below.

ORDERED ON BEHALF OF THE CITY OF PALMETTO this ____ day of _____, 2011.

**THE CITY OF PALMETTO, BY AND THROUGH
THE CITY COMMISSION OF THE CITY OF
PALMETTO**

BY: _____
Shirley Groover Bryant, as Mayor

ATTEST: James R. Freeman
City Clerk

By: _____
City Clerk/Deputy Clerk