



**Petroleum Restoration Program**  
**SITE ACCESS AGREEMENT -Local Government**

1. **The Parties.** The undersigned real property owner, Manatee County, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206, (“**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**”) 1112 Manatee Avenue West, Bradenton, Florida with FDEP Facility ID# 418944482.

**The Property.** Owner owns that certain real property identified as folio/ parcel number(s) 3297510004, located at Manatee 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://depedms.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 Manatee 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 Charlie Bishop

Email Address: charlie.bishop@mymanatee.org

With a copy to:

County Attorney Pamela DAgostino

Email Address: pamela.dagostino@mymanatee.org

and

Real Property Director Cary Knight

Email Address: cary.knight@mymanatee.org

**NOTICE TO DEPARTMENT:**

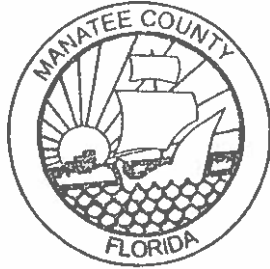
In addition to the Department's site manager assigned to the Property, the below mentioned PRP Facilitator has been assigned to the Owner and shall be given all notices required under this Agreement.

PRP –

Email Address:

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: Manatee County, through its Board of County 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.



BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

By: J. H.  
Chairperson

Date: May 5, 2024

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Robin Deth, DC  
Deputy Clerk

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#: 418944482  
418944482

Latitude 27° 29' 44.4100"

Longitude 82° 34' 20.8000"

## EXHIBIT A

### Legal Description:

COM AT A BRASS DISC IN A CONC SIDEWALK, MARKING THE SE COR OF BLK G, SMITH'S ADD TO BRAIDENTOWN (PB 1 P 135); TH N 00 DEG 05 MIN 51 SEC W, ALG THE E LN OF SD BLK G, ALSO BEING THE W R/W OF 10TH STREET W, 89.92 FT FOR A POB; TH CONT N 00 DEG 05 MIN 51 SEC W, ALG THE W R/W OF SD 10TH ST W, 195.00 FT TO THE NE COR OF LOT 5 BLK F OF SD SUB; TH S 89 DEG 49 MIN 00 SEC W, ALG THE N LN OF LOTS 5 & 6 OF SD BLK F, 107.59 FT; TH S 00 DEG 11 MIN 00 SEC E, PERPENDICULAR TO SD N LOT LN, 0.80 FT; TH S 89 DEG 49 MIN 00 SEC W, PARALLEL TO THE N LN OF LOTS 6 & 7 OF SD BLK F, & 0.80 FT SLY THERE FROM, 60.10 FT; TH S 00 DEG 11 MIN 00 SEC E, PERPENDICULAR TO SD N LOT LN, 0.50 FT; TH S 89 DEG 49 MIN 00 SEC W, PARALLEL TO SD N LOT LN, & 1.30 FT SLY THEREFROM, 11.00 FT; TH N 00 DEG 11 MIN 00 SEC W, PERPENDICULAR TO SD N LOT LN, 1.30 FT TO THE INTERSECTION WITH THE N LN OF SD LOT 7; TH S 89 DEG 49 MIN 00 SEC W, ALG THE N LN OF SD LOT 7, 21.80 FT TO THE NW COR THEREOF; TH S 00 DEG 05 MIN 51 SEC E ALG THE W LN OF SD LOT 7, & SLY EXT THEREOF, 159.00 FT TO THE INTERSECTION WITH THE ELY EXT OF BLK 1, PELOT'S ADD TO BRADENTOWN (PB 1 P 80); TH S 89 DEG 49 MIN 00 SEC W, ALG THE N LN OF SD BLK 1, & THE ELY EXT THEREOF, 222.30 FT TO THE NW COR OF SD BLK 1; TH S 00 DEG 07 MIN 29 SEC E, ALG THE W LN OF SD BLK 1, ALSO BEING THE E R/W LN OF 12TH ST W, 126.00 FT TO THE SW COR OF SD BLK 1; TH N 89 DEG 49 MIN 00 SEC E, ALG THE S LN OF SD BLK 1, & THE ELY EXT THEREOF, ALSO BEING THE S R/W OF MANATEE AVE W, 271.36 FT TO A PT LYING S 89 DEG 49 MIN 00 SEC W, 1.00 FT FROM THE SE COR OF LOT 4 BLK G, OF SD SMITH'S ADD TO BRAIDENTOWN; TH S 00 DEG 05 MIN 51 SEC W, PARALLEL TO THE E LN OF SD LOT 4, & 1.00 FT WLY THEREFROM, 92.02 FT; TH N 89 DEG 49 MIN 00 SEC E, PARALLEL TO THE S R/W OF SD MANATEE AVE, (ALSO BEING THE S LN OF SD BLK G), 51.70 FT; TH S 00 DEG 11 MIN 00 SEC E, PERPENDICULAR TO SD N R/W, 1.60 FT; TH N 89 DEG 49 MIN 00 SEC E, PARALLEL TO SD N R/W, 21.66 FT; TH S 00 DEG 11 MIN 00 SEC E, PERPENDICULAR TO SD N R/W, 0.50 FT; TH N 89 DEG 49 MIN 00 SEC E, PARALLEL TO SD N R/W, 78.00 FT TO THE POB AS DESC IN OR 1266 P 3266 PRMCF PI#32975.1000/4

**EXHIBIT B**

**Facility Identification Number 418944482**

Page 2, Paragraph 4 – Remove the following language “approving any amendment or waiver of the terms and conditions of this Agreement, and terminating the Agreement”.

Page 2, Paragraph 4 – Revise the following language “The Local Government Manager/Administrator is defined as the administrative head of Local Government pursuant to \_\_\_\_\_/ \_\_\_\_\_” is changed to “The Local Government Manager/Administrator is defined as the County Administrator or his/her designee of the Local Government”.

Page 2, Paragraph 5 – Revise the Paragraph to say “Work Performed during Daylight Hours. The Department and Contractors may enter the Property during daylight hours and may also make arrangements to enter the Property at other times with the Owner’s prior written consent”.

Page 2, Paragraph 6 – The term “owner” is capitalized.

Page 4, Paragraph 18 – The term “activities” is capitalized.

Page 4, Paragraph 19 – Revise the following language “an authorized representative of the Owner” is changed to “the Manatee County Board of County Commissioners”.

Page 4, Paragraph 22A – The term “owner” is capitalized.

Page 5, Paragraph 22D – The term “owner” is capitalized.

Page 5, Notice to Owner – Revise the following language “Real Property Director” is changed to “Property Management Director”.

BOARD OF COUNTY COMMISSIONERS OF MANATEE  
COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairperson

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

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk



May 5, 2026 - Regular Meeting

### **Subject**

Execution of Site Access Agreement with the State of Florida, Department of Environmental Protection, concerning the Petroleum Restoration Program for the County Administration Building located at 1112 Manatee Avenue West, Bradenton Florida 34205, Peter Morrow, Property Acquisition Division Manager - District 3

### **Category**

CONSENT AGENDA

### **Briefings**

None

### **Contact and/or Presenter Information**

- Peter Morrow, Property Acquisition Division Manager, Property Management Department, Extension 6913
- Amanda Staehli-Kassim, Real Property Coordinator, Property Acquisition Division, Property Management Department, Extension 3003

### **Action Requested**

- Execution of a Site Access Agreement between Manatee County and the State of Florida, Department of Environmental Protection.

### **Enabling/Regulating Authority**

- Chapter 125 of the Florida Statutes, County Government
- Manatee County Comprehensive Plan

### **Applicable Advisory Board**

N/A

### **Background Discussion**

- In the early 1990s, it was determined that up to 281 buried fuel tanks in Manatee County could be leaking and potentially causing contamination, with some releases dating back several decades.
- The subject property is associated with a petroleum discharge reported in 1993, likely the result of an overflow of an underground storage tank. That tank was subsequently removed and replaced with an aboveground tank located in the breezeway.
- The Florida Department of Environmental Protection (FDEP) has requested access to the Manatee County Administration Building, located at 1112 Manatee Avenue West, Bradenton, Florida, to evaluate potential contamination, determine its extent, and, if

necessary, conduct remediation activities. The site is eligible for state-funded assessment and cleanup.

- FDEP has provided a Site Access Agreement (Agreement) and they are requesting that the document be executed by Manatee County.
- The Manatee County Natural Resources Department has reviewed the Agreement and believes there are potential benefits to allowing this access.
- The Agreement is granted, without any fee or charge, to FDEP or its contractors, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property.

### **Attorney Review**

Formal Written Review (Opinion memo must be attached) Monahan

### **Instructions to Board Records**

Please ensure that the chairperson executes page 6 of 8 of both agreements and provide them to Amanda Staehli-Kassim, Property Management Department, 9000 Town Center Parkway, Lakewood Ranch, Florida 34202.

FDEP will return two copies of the executed original Agreement and one will be provided to Board Records.

Please email a copy of the approved agenda item to the following:

- Brandon Bennett at [brandon.bennett@mymanatee.org](mailto:brandon.bennett@mymanatee.org)
- Paul Panik at [paul.panik@mymanatee.org](mailto:paul.panik@mymanatee.org)
- Naveen Hashim at [naveen.hashim@floridadep.gov](mailto:naveen.hashim@floridadep.gov)
- Hannah Furr at [hfurr@northstar.com](mailto:hfurr@northstar.com)
- Peter Morrow at [peter.morrow@mymanatee.org](mailto:peter.morrow@mymanatee.org)
- Amanda Staehli-Kassim at [amanda.staehlikassim@mymanatee.org](mailto:amanda.staehlikassim@mymanatee.org)

**Distributed 5/7/26, RT**

### **Cost and Fund Source Account Number and Name**

N/A

### **Amount and Frequency of Recurring Costs**

N/A

## **NON-BINDING LETTER OF AGREEMENT FOR G.T. BRAY PARK**

This Non-Binding Letter of Agreement (the "Agreement") is entered by and between Manatee County, a political subdivision of the State of Florida (the "County"), and The City of Bradenton, a municipal corporation of the State of Florida (the "City"), entered into on the date executed by City (the "Effective Date"). The County and the City may be referred to collectively as the "Parties" or individually as a "Party".

**WHEREAS**, the City is the owner of certain real property commonly known as G.T. Bray Park located at 5502 33<sup>rd</sup> Avenue Drive West, Bradenton, Florida 34209 (the "Property"); and

**WHEREAS**, the Parties desire for the City to convey the Property to the County, subject to certain easements and parcels to be reserved by the City (the "Reservations"); and

**WHEREAS**, the Parties find that it is in the best interests of the public to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **SECTION 1 RECITALS**

The foregoing recitals are true and correct and are incorporated herein by this reference.

### **SECTION 2 CONVEYANCE OF PROPERTY**

The City shall convey to the County all right, title, and interest in and to the Property. The conveyance shall be subject to certain easements and parcels to be reserved by the City. The Parties shall mutually agree upon the final legal descriptions of both the Property and the Reservations prior to execution of the deed that is in a form agreed upon by the Parties.

### **SECTION 3 CONSIDERATION**

The total consideration for the conveyance of the Property shall be **Ten Dollars (\$10.00)**.

### **SECTION 4 TERMINATION**

City or County's rights under this Agreement shall terminate: Thirty (30) days after the County or City provides written notice to the other party of their election to terminate this Agreement or on June 14, 2028.

## **SECTION 5 RECORDING FEES**

The County shall be responsible for payment of all recording fees associated with the recording of the deed for the Property and for any easements related to the Reservations.

## **SECTION 6 SURVEYS AND LEGAL DESCRIPTIONS**

The City shall be responsible for preparing the survey and legal description for the Reservations. The County shall be responsible for preparing the survey and legal description for the Property.

## **SECTION 7 ATTORNEY'S FEES**

The County agrees to reimburse the City for its attorney's fees payable to Blalock Walters, P.A., in an amount not to exceed **Nine Thousand Five Hundred Dollars (\$9,500.00)** upon the presentation of paid invoices evidencing same and provided the County's Board of County Commissioners makes the appropriate findings that reimbursing these costs would serve a valid public purpose.

## **SECTION 8 INDEMNIFICATION**

Each party, as a political subdivision as defined by Florida Statute § 768.28, shall indemnify each Party and hold it harmless as to any claim, judgment or damage award whatsoever arising out of or related to that indemnifying Party's own negligent or wrongful acts or omissions related to the construction, use, maintenance, ownership or control of the Property, to the extent permitted by law, and subject to the dollar limitations set forth in Florida Statute § 768.28. For any property that, as of the Effective Date, is under the City's control or maintenance, which property is described in Exhibit A, attached hereto and incorporated herein by this reference, the City will indemnify the County for any acts, omissions, use, maintenance, construction, or other claims arising out of the City's ownership and control of said property prior to the County's acquisition. The Parties understand that pursuant to Florida Statute § 768.28(19), no Party is entitled to be indemnified or held harmless by another Party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable, and each Party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The Parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

## **SECTION 9 AMENDMENTS**

This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented or terminated other than as expressly provided herein, except by an instrument in writing executed by all Parties hereto. All amendments are subject to acceptance and approval by the Board of County Commissioners of Manatee County, Florida (the "Board").

## **SECTION 10 AUTHORIZATION**

Each Party represents to the other that such Party has the requisite power and authority under all applicable laws to enter into this Agreement, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each Party are authorized and empowered to execute said Agreement. This Agreement may be executed by electronic signature in accordance with Florida law.

## **SECTION 11 AVAILABILITY OF FUNDING**

The County's obligations under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by its Board and the availability of funds through contract or grant programs. In the event that such funds are, in good faith, not appropriated or are terminated during the term of this Agreement, the County shall have the option of terminating this Agreement and all covenants and obligations hereunder by providing THIRTY (30) days' written notice to the City. If the County terminates this Agreement due to a lack of funding pursuant to this provision, all rights and liabilities of the Parties arising under this Agreement shall terminate.

## **SECTION 12 BROKER'S FEES**

The Parties were not represented by a real estate broker in this transaction. The County will pay no commission to any broker in connection with the acquisition of the Property. The City shall indemnify, defend and hold harmless the County from and against all claim for any commissions, fees or other form of compensation by any broker in connection with the acquisition of the Property.

## **SECTION 13 DOCUMENTS AND REPORTS**

Within TEN (10) days after the Effective Date of this Agreement, the City shall provide to the County copies of all written reports in the City's possession relating to the

environmental condition of the Property; all boundary surveys of the Property; any existing title policy or commitment pertaining to the Property, if any.

#### **SECTION 14 FLORIDA LAW AND MANATEE COUNTY VENUE**

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in Manatee County, Florida.

#### **SECTION 15 HEADINGS**

The headings contained in this Agreement are for convenience and reference and shall not affect the meaning or interpretation of this Agreement.

#### **SECTION 16 INPUT AND INTERPRETATION**

Each Party has had equal input into the drafting of this Agreement and has been represented by counsel in negotiating this Agreement's terms. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed against the County or the City, whether under any rule of construction or otherwise. This Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

#### **SECTION 17 SEVERABILITY**

If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

#### **SECTION 18 NOTICE**

Any and all notices, approvals, claims, consents, demands, requests or other communications between the Parties (hereinafter Notices) shall be in writing. All Notices shall be given by hand delivery in person or by registered or certified mail, postage prepaid to the following addresses (or such other address as either party may designate by delivery of prior notice to the other party):

If to City        The City of Bradenton  
101 12<sup>th</sup> Street West  
Bradenton, Florida 34205

If to County: Manatee County Government  
Attention: Property Acquisition Division Manager  
Property Management Department  
PO Box 1000  
Bradenton, Florida 34206

and                Manatee County Government  
Attention: County Attorney  
County Attorney's Office  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

All Notices shall be deemed effective and received upon actual receipt by the Party to which such notice is given or FIVE (5) days after mailing, whichever occurs first.

#### **SECTION 18 RADON GAS**

Pursuant to the requirements of Section 404.056(5), Florida Statutes, the following statement shall appear within the provisions of this Agreement:

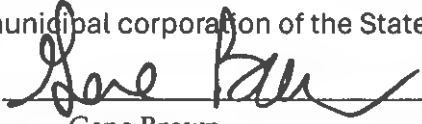
**RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

#### **SECTION 19 NON-BINDING NATURE**

This Agreement does not create any legal obligations or liabilities for either party. Neither party shall be bound to proceed with the proposed conveyance.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement, by and through their fully authorized representatives, on the respective dates below.

**CITY OF BRADENTON**,  
a municipal corporation of the State of Florida

By: 

**Name:** Gene Brown

**Title:** Mayor

**Date:** April 22, 2026



ATTEST: 

City Clerk

**MANATEE COUNTY**, a political subdivision of the  
State of Florida:

By: its Board of County Commissioners

By: \_\_\_\_\_  
Chairperson

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

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk



# OFFICE OF THE COUNTY ATTORNEY

## COUNTY ATTORNEY

Pamela J. D'Agostino

## DEPUTY COUNTY ATTORNEY

Christopher M. De Carlo

## CHIEF ASSISTANT COUNTY ATTORNEY

Sarah A. Schenk\*

## ASSISTANT COUNTY ATTORNEYS

Douglas E. Polk

Camilo A. Soto

Whitni M. Hodges

Deanne C. Fields

Katherine H. Welch

Rebecca E. Waterman

Angelina L. Stratton

Jared M. Monahan

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## MEMORANDUM

DATE: April 7, 2026

TO: Peter Morrow, Property Acquisition Division Manager, Property Management Department

Brandon Bennett, Energy and Building Management Division Manager, Property Management Department

THROUGH: Pamela J. D'Agostino, County Attorney *Approved by PJD 11/6/2025*

FROM: Jared M. Monahan, Assistant County Attorney *Approved by JMM 11/6/2025*

RE: **Florida Department of Environmental Protection Site Access Agreement; RLS No. FY24/25-0548**

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### **Issue Presented:**

In this Request for Legal Services (RLS), you have asked the County Attorney's Office (CAO) to review the State of Florida, Department of Environmental Protection (FDEP) standard Petroleum Restoration Program Site Access Agreement – Local Government (Agreement) for legal sufficiency. Said agreement provides non-exclusive temporary access to FDEP and its contractors to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination, related to space owned by Manatee County (County).

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\*Florida Bar Board Certified in City, County and Local Government Law

**Brief Answer:**

An annotated copy of the Agreement is attached, which contains my advice, comments, and recommendations for staff's review and consideration. I have made no changes to the Agreement as it was not provided in an editable form and because FDEP does not generally accept any changes to its standard form agreements.

**Discussion:**

FDEP has requested access to the County Administration Building, located at 1112 Manatee Avenue West, Bradenton, Florida 34205, to locate contamination, determine contamination levels, and, if necessary, remove and remediate contamination related to potential petroleum contamination that is eligible to receive state funds for assessment and remediation. The County's Natural Resources Department has reviewed the Agreement and believes there are potential benefits to entering into same.

From a legal standpoint I have no objections to the Agreement being presented to the Board for review and consideration. However, it is important to note that the Agreement can only be terminated upon two events, which are both outside of the County's control. Specifically, one, upon FDEP's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code (F.A.C.), and two, upon FDEP's entry of a low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes. There is no time limit by which these events must occur.

**Conclusion:**

The attached annotated copy of the Agreement contains my advice, comments, and recommendations for staff's review and consideration. Except as otherwise indicated, I have not reviewed or revised the Agreement for thoroughness, accuracy, typographical errors or ADA accessibility. I express no opinion as to the business judgment or policy decision of contracting with FDEP as proposed. Provided the legal concerns and issues identified herein and attached are addressed consistently with my advice, I have no objection from a legal standpoint to this matter being presented to the Board for review and consideration. This completes my response to your RLS. Please contact me if you have any questions or if I can be of further assistance.

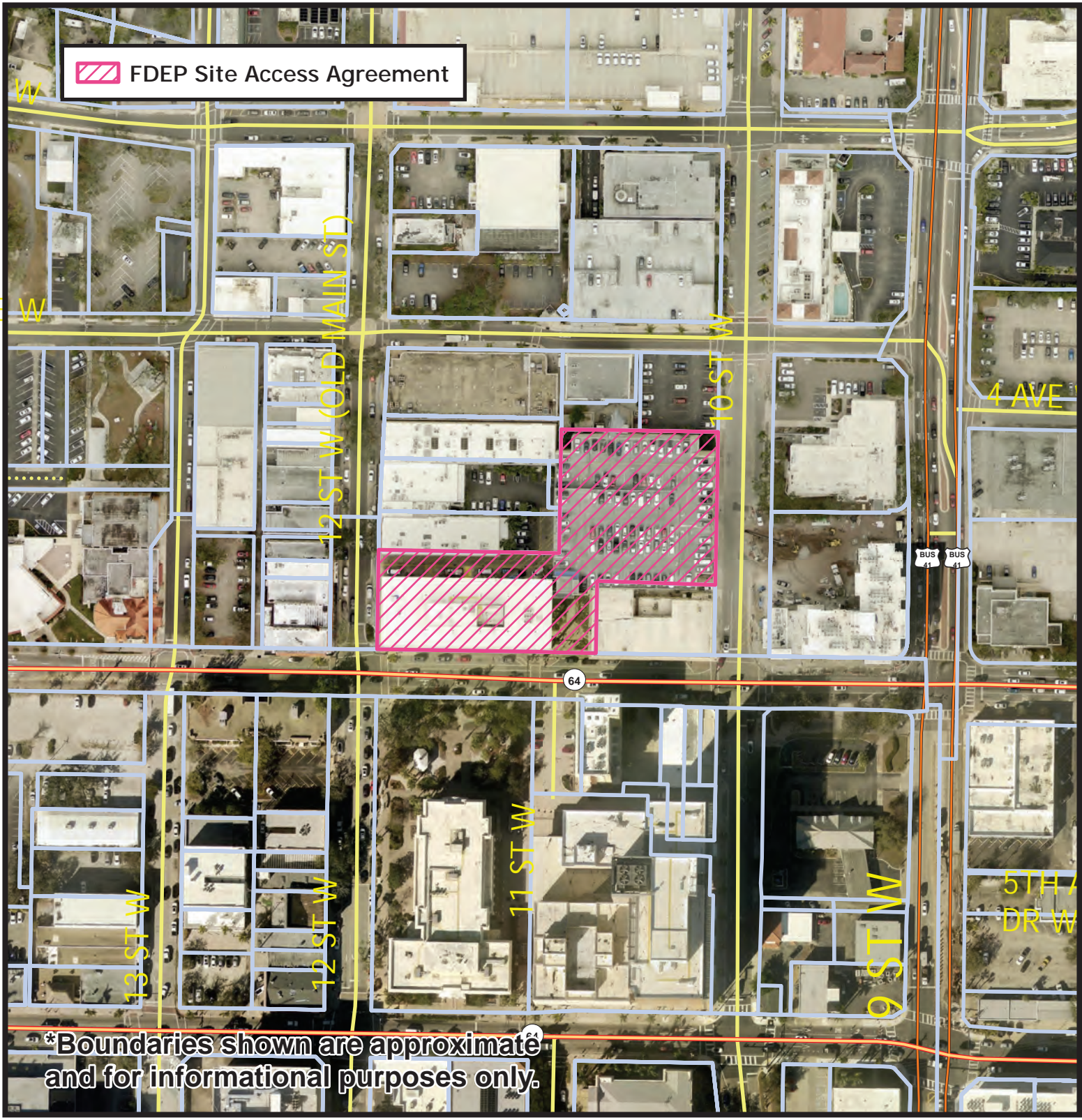
Attachments:

Agreement

Copies with attachment to:

Bryan Parnell, Deputy County Administrator, County Administration  
Cary Knight, Director, Property Management Department  
Charles Meador, Deputy Director, Property Management Department

Alissa Powers, Environmental Division Manager, Natural Resources Department



**FDEP SITE ACCESS AGREEMENT**

**MANATEE COUNTY  
 1112 MANATEE AVENUE WEST  
 BRADENTON, FLORIDA 34205  
 PID: 3297510004**



**DISTRICT 3 - TAL SIDDIQUE**