

**PETROLEUM RESTORATION PROGRAM
VOLUNTARY COST SHARE AGREEMENT (Agreement)**

The Real Property Owner (Owner) or Responsible Party (RP) [*circle at least one but both the owner and a non-owner RP may be parties*] (hereinafter referred to as Applicant)

_____ and the Florida Department of Environmental Protection (DEP) enter into this Voluntary Cost-Share Agreement pursuant to Section 376.30713, Florida Statutes (2017) to suspend all assessment and remediation activities for the facilities and petroleum contaminated sites (i.e., discharges) listed in Attachment A until the Applicant timely submits a bid to the Advanced Cleanup Program as detailed below. Nothing in this Agreement changes the Inland Protection Trust Fund eligibility requirements of the eligible discharges nor does it change the FDEP's funding criteria pursuant to s. 376.3071, Florida Statutes (F.S.).

The Applicant and the DEP agree to the following:

1. If the Applicant is a party that is responsible for the discharges listed in Attachment A and is not the current property owner, that Applicant RP confirms that one of the following is true and correct:
 - a. RP provided documentation to the DEP supporting the claim, pursuant to s. 376.308, F.S., that the Applicant was the person who caused the discharge or polluting condition, or owned or operated the facility or storage tanks at the time of the discharge; OR
 - b. RP has entered into an agreement with the current property owner that the RP is and will be responsible for the assessment and remediation of discharges listed in Attachment A. RP has provided the DEP with a copy of the agreement.
2. The Applicant asserts that it is neither a DEP Agency Term Contractor (ATC) nor does Applicant have a business relationship with an ATC such that a conflict of interest would exist for the ATC pursuant to the General ATC Restated Contract (paragraph 30). Specifically, the Applicant would be deemed to have had a business relationship with the ATC if it has had a relationship with a parent organization, or subsidiary, a predecessor or successor of the ATC or it has been engaged by independent legal representative on behalf of any such parties.
3. The Applicant will submit a complete bid to bundle the discharges listed in Attachment A in an Advanced Cleanup Program (AC) application within three subsequent open application periods (or bidding cycle) or 18 months, whichever period is shorter, during which it is eligible to participate. The bidding cycles are held, for the purposes of this Agreement, beginning May 1 - June 30 or November 1 – December 31 and excludes the current cycle if this Agreement is executed during a cycle (for example, an Agreement executed after May 1 and before July 1 the next cycle would mean the bidding cycle beginning November 1 or, if no bids are accepted November – December, the cycle after that).
 - a. The legislature created the AC to “facilitate property transactions or public works projects” and provide “an opportunity for site rehabilitation to be conducted on a limited basis at (petroleum) contaminated sites” that are eligible for state funded site rehabilitation. Ss. 376.30713(c), F.S.
 - b. A facility or AC applicant cannot “be approved for more than \$5 million of cleanup activity in each fiscal year” for the DEP’s share of the costs. Ss. 376.30713(4), F.S. ¹

¹ Based upon DEP PRP’s experience the average cost of site rehabilitation for a petroleum contaminated site is approximately \$233,000. Therefore, “Attachment A” should not include more than 25 eligible sites or discharges, unless the Applicant can show the DEP that the combined cost of cleanup of all of those sites will not exceed \$5 million in a fiscal year.

4. Upon execution of this Agreement, the DEP will neither assign to a contractor nor issue any new state funded work for any of the discharges listed in Attachment A. However, any work issued to a contractor in a Purchase Order/Task Assignment prior to the date of execution of this Agreement may be completed by the assigned contractor. In addition, the DEP reserves the right to conduct any emergency response actions that may be necessary at any facility.
5. Applicant, if a property owner or operator, or its designee, confirms that it has not been given or offered remuneration, in cash or in kind, directly or indirectly, from any ATC that Applicant may recommend to the DEP as the contractor for the future AC bid. Applicant also will not accept any remuneration from an ATC that Applicant may recommend to the DEP in the AC bundle.
6. Applicant understands that it is prohibited from making a false statement or representation in a document filed with the DEP. Ss. 376.302(1)(c), F.S.
7. Failure of the Applicant to submit each discharge listed in Attachment A in accordance with paragraph 3, may result in the DEP terminating this Agreement for any discharge(s) not submitted in a complete AC bid and the DEP assigning work to a contractor through the DEP's contractor selection processes to continue site rehabilitation activities.
8. This Agreement constitutes the entire Agreement between the parties and any change to this Agreement must be made in writing and signed by both parties.

APPLICANT(S)

[attach more pages for more signatories]

Signature

Print Name and, if a business in the
Applicant, , title

Mailing Address or e-mail address

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Signature

Austin Hofmeister, Program Administrator
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