MEMORANDUM OF UNDERSTANDING REGARDING BROWNFIELDS ASSESSMENT COALITON FOR THE ENVIRONMENTAL PROTECTION AGENCY ASSESSMENT GRANT BETWEEN EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL AND THE CITIES OF DEBARY AND LONGWOOD

This memorandum of understanding ("MOU") is entered into this _____ day of _____ _____, 2015 between the cities of LONGWOOD and DEBARY, municipal corporations organized and existing under the laws of the state of Florida (*"Municipalities")* and the EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, an intergovernmental agency created pursuant to Section 186.504, F.S., and identified in Rule 29-E, FAC. (*"ECFRPC").* All parties are collectively referred to as the *"Parties"* or *"Coalition Partners or Partners"*.

WHEREAS, the Coalition Partners are the cities of Longwood and DeBary, Florida, and the East Central Florida Regional Planning Council;

WHEREAS, Chapter 163, Florida Statutes, permits governmental units to enter into Interlocal Agreements to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage; and

WHEREAS, each of the Parties has determined that it is in the best interests of the residents of the Parties' respective jurisdictions that they enter into this Agreement to form a Brownfield Assessment Coalition in order to be eligible to apply for funding opportunities from the US Environmental Protection Agency (EPA) Brownfields Assessment Grant Program (the Grant); and

WHEREAS, the purpose of this MOU is to set forth the general intentions of the parties regarding the EPA Brownfields Assessment Grant Program.

1. **General Terms:** The Coalition Partners hereto incorporate and set forth the following ideas in order to further the mutual goal of assessing brownfields:

   a. East Central Florida Regional Planning Council shall apply for the Grant and shall act to coordinate the sub-recipient awards.

   b. If the Grant is awarded the parties shall each enter into a sub-recipient agreement with each of the Municipalities so that the ECFRPC may award the grant money to the Municipalities.

   c. Activities funded through the sub-recipient agreement may include inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to Brownfield sites, outreach materials and implementation, and other eligible activities. The ECFRPC may retain consultant(s) and contractors under 40 CFR 30.36 to undertake various activities funded through the cooperative agreement and may award sub-grants to other Coalition Partners under 40 CFR 31.37 for assessment projects in their geographic areas. Sub-grantees are accountable to the ECFRPC for proper expenditure of all grant funds.

d. ECFRPC shall coordinate with the Municipality 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 Partner to obtain all required permits, easements, and access agreements as may be necessary to undertake assessments at the selected site. If this Partner does not have the capacity to perform these activities, the ECFRPC may assist in securing necessary site access agreements and permits.

e. ECFRPC, in consultation with 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 agreement. Selected sites will be submitted to EPA for prior approval to ensure eligibility.

f. ECFRPC and Partners shall share responsibility for ensuring that the other activities as negotiated in the work plan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by the ECFRPC and the Partners in whose geographic area the sites to be assessed are located.

2. **Termination** – A party may withdraw from this MOU by providing 60 days written notice to the other parties, but shall continue to be bound by the terms of the Grant.

3. **Third Party Beneficiaries** - This agreement does not create any relationship with, or any rights in favor of, any third party.

4. **Severability** - If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect

5. **Non Waiver** - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

6. **Governing Law and Venue** - This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Seminole County.

7. **Sovereign Immunity** - Nothing in this Agreement shall be interpreted as a waiver of the sovereign immunity doctrine enjoyed by each party hereto.

8. **Attachments** - All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

9. **Amendments** - The parties may amend this agreement only by mutual written agreement of the parties.

10. **Captions and Section Headings** - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

11. **Construction** - This agreement shall not be construed more strictly against one party than the other(s) merely by virtue of the fact that it may have been prepared by one of

the parties. It is recognized that all parties have substantially contributed to the preparation of this agreement.

12. **Notice** - For all purposes herein, notice shall mean written notice sent by certified mail, return receipt requested, properly addressed and posted, or by commercial courier service, to the addresses shown below. Notice shall be effective only upon actual receipt by the addressee, but written response to or acknowledgment of a notice received shall constitute a waiver of any defect in the manner notice was given. A copy of every notice given under this Agreement must be sent to the other Parties, the Administrator and to the Chair of the governing body. Notices required or permitted under this Agreement shall be delivered to:

If to ECFRPC:
Andrew Landis, CNU-A
Director of Policy and Planning
309 Cranes Roost Blvd. Suite 2000
Altamonte Springs, FL 32701
(407) 262-7772

If to City of DeBary:
Roger Van Auker
TOD Marketing Director
16 Columba Road
DeBary, FL 32713
(386) 668-2040 ext. 306

If to City of Longwood:
Tom Krueger
Economic Development Manager
174 W. Church Ave.
Longwood, FL 32750
(407) 260-3430

13. **Recording of Agreement**. The East Central Florida Regional Planning Council, upon execution of this agreement by all parties, shall record this MOU in the public records of Seminole County, Florida.

14. **Entire Agreement** - This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

EXECUTED AND ATTESTED ON THE DATES BELOW WRITTEN:

EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

By: _____
Commissioner Lee Constantine, Chair

ATTEST:

_____
Pegge Parker, Office Manager

APPROVED AS TO FORM:

_____
Gerald S. Livingston, Council Attorney

CITY OF LONGWOOD

By: _____
Brian D. Sacket, Mayor

ATTEST:

_____
Michelle Longo, City Clerk

CITY OF DEBARY

By: _____
Clint Johnson, Mayor

ATTEST:

_____
Dan Parrott, City Manager