

WELL CONSTRUCTION PERMITTING AGREEMENT
BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
FLORIDA DEPARTMENT OF HEALTH

THIS AGREEMENT is made by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as the "DISTRICT," and FLORIDA DEPARTMENT OF HEALTH, with offices located in Marion County, hereinafter referred to as the "DEPARTMENT," effective June 1, 2016.

INTRODUCTION AND INTENT

WHEREAS, the DISTRICT has the authority and responsibility, within its jurisdiction, for the administration and enforcement of rules and regulations governing water wells and water well contractors as set forth in Part III, Chapter 373, Florida Statutes (F.S.), and applicable portions of Chapters 40D-3, 62-524, 62-528, 62-531, 62-532 and 62-555, Florida Administrative Code (F.A.C.); and

WHEREAS, the DEPARTMENT has the authority and responsibility, within its jurisdiction, to protect public health and prevent disease caused by natural and manmade factors in the environment, as set forth in Chapter 381, F.S.; and

WHEREAS, a portion of the lands within the boundaries of Marion County are within the jurisdiction of the DISTRICT, as described in Section 373.069, F.S., and are therefore subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Part III, Chapter 373, F.S.; and

WHEREAS, another portion of the lands within the boundaries of Marion County are within the jurisdiction of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD), as described in Section 373.069, F.S., and is therefore subject to the rules, regulations, authority and orders of the SJRWMD, pursuant to Part III, Chapter 373, F.S.; and

WHEREAS, pursuant to Sections 373.308 and 373.309, F.S., the District is authorized to delegate to the DEPARTMENT by interagency agreement the authority to regulate the permitting and construction of water wells within that portion of Marion County that is situated within the jurisdiction of the DISTRICT; and

WHEREAS, the DISTRICT and the DEPARTMENT entered into a Well Construction Permitting Agreement, effective October 1, 2005, which delegated to the DEPARTMENT the authority to administer and enforce rules and regulations governing water wells and water well contractors as set forth in Part III, Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-524, 62-528, 62-531, 62-532 and 62-555, F.A.C.;

WHEREAS, the parties desire to continue the regulation of water wells and water well contractors in Marion County through delegation to the DEPARTMENT of the DISTRICT'S implementation of Part III of Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-524, 62-528, 62-531, 62-532 and 62-555, F.A.C., in a manner that ensures regulatory consistency throughout the portion of lands in Marion County that are within the jurisdiction of the DISTRICT and protects public health, safety and welfare;

THEREFORE, based upon the mutual consideration contained in this Agreement, the parties hereby agree as follows:

1. This Agreement shall take effect on June 1, 2016. The DEPARTMENT will continue to review and evaluate well construction permit applications and issue or deny permits for the construction, repair, modification or abandonment of water wells within the DISTRICT's jurisdiction that are within the boundaries of Marion County, with the following exceptions:

- a. permits issued in accordance with Chapter 62-524, F.A.C.; and,
- b. permits for wells located within any areas subject to the Memorandum of Agreement Between the U.S. Environmental Protection Agency, Region IV, Superfund Division and the DISTRICT.

2. The DEPARTMENT will review and evaluate applications and issue or deny permits for the construction, operation, maintenance or abandonment of water wells for Class V, Group 1 injection wells, which include wells associated with thermal energy exchange, specifically air conditioning return flow wells and cooling water return flow wells. Class V, Group 1 wells serving multifamily residential units or business establishments, require prior permission from the Department of Environmental Protection (DEP), and DEP Form 62-528.900(4) must be completed and attached to the permit application. Class V, Group 1 injection wells serving single family air conditioning return flow well systems do not need prior DEP permission; however, DEP Form 62-528.900(9) needs to be attached to the permit.

3. The DEPARTMENT will review and evaluate permit applications as described in paragraphs 1 and 2 herein based solely upon the applicable provisions of Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532 and 62-555, F.A.C. This provision will not be interpreted as preventing the DEPARTMENT from mandating connections to public water supply, limiting well construction in Areas of Special Concern (e.g., areas of groundwater contamination), upon DISTRICT concurrence.

4. The DISTRICT will review and evaluate applications and issue or deny permits for wells constructed, repaired, modified or abandoned in accordance with the provisions of Chapter 62-524, F.A.C., and for any wells located within any areas subject to the Memorandum of Agreement Between the U.S. Environmental Protection agency, Region IV, Superfund Division and the DISTRICT. The DISTRICT will provide the DEPARTMENT with a copy of permits issued by the DISTRICT for informational purposes, if requested.

5. The DEPARTMENT will administer water well contractor and water well construction regulation and require all wells be constructed, repaired, modified or abandoned in accordance with requirements of Part III, Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C.

6. The DEPARTMENT will use the forms adopted by rule by the DISTRICT, which includes the most recent versions of the State of Florida Permit Application to Construct, Repair, Modify or Abandon a Well, Well Completion Report, Well Grouting/Abandonment Form, Well Construction Inspection Checklist, and Public Supply Well Information and Classification Form. The DEPARTMENT will use any revised or additional well construction-related forms that hereafter may be adopted by the DISTRICT.

7. The DEPARTMENT will continue to participate in the on-line permitting program implemented through the DISTRICT's Water Management Information System (WMIS). The DEPARTMENT will use the DISTRICT's fee payment vendor unless otherwise approved by the DISTRICT. In the event the DEPARTMENT desires to cease participating in WMIS on-line permitting, the DEPARTMENT will provide the DISTRICT with ninety (90) days prior written notice, after which this Agreement will terminate.

8. Prior to issuing well construction permits, the DEPARTMENT will determine whether water well contractors possess a valid State of Florida water well contractor license and are in compliance with the requirements of Chapter 62-531, F.A.C., and that all conditions for permit issuance set forth in Section 40D-3.301, F.A.C., are met. The DISTRICT will provide the DEPARTMENT with access to an appropriate computer database containing contractor licensing information.

9. The DEPARTMENT will require permit applicants to submit the permit application form described in Paragraph 6 herein, or use the on-line WMIS permitting application process. For applications submitted on the permit application form, the DEPARTMENT will enter the data into WMIS on a daily basis and scan the application and any related permit documents into WMIS on a daily basis. All document scanning required pursuant to this Agreement will be in accordance with Paragraph 16 of this Agreement and will comply with the document standards established by the DISTRICT.

10. The DEPARTMENT will require the submittal of Well Completion Reports as described in Paragraph 6 herein no later than thirty (30) days of completion of well construction. For Well Completion Reports submitted on paper, the DEPARTMENT will enter the data on a daily basis and scan the document into WMIS on a daily basis.

11. The DEPARTMENT will witness the grouting operations on all wells that are abandoned in accordance with Section 40D-3.531, F.A.C. The DEPARTMENT may grant a variance to this requirement if the conditions of subsection 40D-3.531(4), F.A.C., have been satisfied. The DEPARTMENT will fully complete for each such well a Well Grouting/Abandonment Form (see Paragraph 6 herein). The DEPARTMENT will scan the completed forms into WMIS on a daily basis and submit the originals of these reports to the DISTRICT on a monthly basis.

12. In accordance with Chapters 40D-3, 62-555, and 64E-8, F.A.C., the DEPARTMENT will issue permits, conduct well site inspections and witness the grouting operations for public supply wells. The DEPARTMENT may grant a variance to this witnessing requirement if the conditions specified in subsection 40D-3.461(6), F.A.C., are met. The DEPARTMENT will fully complete for each such well a Well Grouting/Abandonment Form (see Paragraph 6 herein). The DEPARTMENT will scan the forms into WMIS on a daily basis and submit originals of these reports to the DISTRICT on a monthly basis.

13. The DEPARTMENT will conduct random well construction inspections for a minimum of twenty percent (20%) of all permitted wells, calculated on an annual average basis (running 12 month average). The inspectors will utilize the Well Construction Inspection Checklist referenced in Paragraph 6 herein, and will complete the form for each inspection. The DEPARTMENT will scan the form into WMIS on a daily basis and submit the original forms to the District on a monthly basis. The DEPARTMENT must address any deficiencies noted during the inspections.

14. The DEPARTMENT will implement and maintain an effective compliance program, in cooperation with the DISTRICT, to ensure compliance with applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C. The compliance program will include but is not limited to investigation of all unpermitted and unlicensed activities, and monitoring of compliance with well construction standards and permit conditions. As part of the compliance program:

- a. The DEPARTMENT will carry out an inspection program, as described in more detail in Paragraphs 11, 12 and 13 herein;
- b. The DEPARTMENT will report all unlicensed activities to the DISTRICT and will take appropriate enforcement action against the unlicensed individual;
- c. The DEPARTMENT will take enforcement action against licensed water well contractors as set forth in Chapter 62-531, F.A.C, and implemented by the Water Well Construction Disciplinary Guidelines and Citations Dictionary, July 2014 (or later version adopted by the District). Where appropriate, as described in the guidance documents, the DEPARTMENT will comply with the due process requirements of Chapter 120, F.S.;
- d. The DEPARTMENT will report enforcement actions to the DISTRICT on a monthly basis. The DISTRICT will report the appropriate information to the Statewide Clearinghouse;
- e. The DISTRICT may conduct audits of the DEPARTMENT'S compliance and enforcement programs, as the DISTRICT deems appropriate. The DISTRICT may direct the DEPARTMENT to take specified enforcement actions if the DISTRICT finds the DEPARTMENT has failed to do so where appropriate; and,
- f. The DISTRICT will, upon request, provide technical support and assist with the resolution of significant technical and policy disputes that cannot otherwise be resolved despite good faith efforts by the DEPARTMENT and the contractor.

Nothing in this Agreement will limit the independent enforcement authority of either party.

15. The DEPARTMENT will maintain a sufficient staff level to efficiently administer the delegated program. Staff levels will consist of, at a minimum, the following type of positions:

- a. Supervisor – at least one person possessing the requisite level of knowledge and experience of well construction to direct the program and be responsible for the submittal of the required reports to the DISTRICT;
- b. Technicians – a sufficient number of persons responsible for field inspections and witnessing of grouting and abandonment of wells, issuance of permits, well contractor compliance, well contractors' license investigation and coordination with the DISTRICT on related water use permit conditions; and,
- c. Clerical - at least one person responsible for coordinating the submittal of documents and reports to the District, document scanning and records management.

16. The DEPARTMENT will implement records management procedures that comply with the applicable provisions of Chapters 119, 257, 286, F.S., and the standards and requirements for records management set forth in Chapters 1B-24 and 1B-26, F.A.C. The DEPARTMENT will produce documents in ISO-compliant format into WMIS on a daily basis and submit to the DISTRICT on a monthly basis the originals of the following documents and all paper forms submitted by applicants and permittees:

- a. Well Completion Reports;
- b. Well Construction, Repair, Modification or Abandonment Permit applications, permits issued and any permit applications that are denied;
- c. Well Grouting/Abandonment forms;
- d. Public Supply Well Information and Classification forms;
- e. Well Construction Inspection Checklist forms; and,
- f. Documents Relevant to the Review of Well Construction Permit Applications.

17. Nothing in this Agreement will be construed to limit or delegate the DISTRICT's exclusive authority to review, evaluate and issue Water Use Permits pursuant to Chapter 373, F.S., and applicable rules. If the withdrawal from the proposed or affected well will require a Water Use Permit, the DEPARTMENT will withhold issuance of any Well Construction, Repair, Modification or Abandonment Permit until after the Water Use Permit has been issued by the DISTRICT, or until the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit in writing.

18. The DISTRICT will maintain responsibility to administer examinations and issue licenses for water well contractors pursuant to Chapter 373, F.S., and applicable rules.

19. The DEPARTMENT will have the authority to charge and retain well construction permit fees, in accordance with Sections 373.109 and 373.309, F.S, and at a minimum in accordance with Rule 40D-1.607, F.A.C. It is the intention of the parties that the DEPARTMENT will operate the program in an efficient and cost effective manner. In the event any fees proposed to be assessed by the DEPARTMENT will exceed the fees currently charged by the DEPARTMENT as set forth in Appendix 1: Fee Schedule, attached hereto and incorporated herein, the DEPARTMENT must obtain the DISTRICT's concurrence of such fee increase. At the written request of the DISTRICT, the DEPARTMENT will prepare and provide to the District a program financial audit justifying the proposed fee or increase. Any new or increased fee must be adopted by the Marion County Board of County Commissioners.

20. The DEPARTMENT will permit the DISTRICT, upon request, to examine all project records relating to the subject matter of this Agreement, including the right to audit such related books, documents and papers during the Agreement period or following termination of this Agreement. The DEPARTMENT will maintain public records associated with this Agreement for at least three years from their receipt or creation. This period will continue after the termination of this Agreement. The DEPARTMENT recognizes and agrees that it is subject to the Public Records provisions of Chapter 119, F.S., and that all public records, as defined by Chapter 119, F.S., made or received by the DEPARTMENT in conjunction with this Agreement are subject to said provisions.

21. The DEPARTMENT will submit to the DISTRICT an Annual Report summarizing activities occurring in conjunction with this Agreement, to include the following at a minimum:

- a. a comparison of well construction permits issued versus well completion reports received during the previous year;
- b. a comparison of well permits issued for abandonment versus abandonment inspection reports received during the previous year;
- c. a comparison of well permits issued for public supply wells versus well grouting inspection reports for public supply wells received during the previous year;
- d. the number of random inspections conducted during the previous year; and,
- e. reports of any enforcement proceedings, including the status of any ongoing enforcement cases and copies of all Warning Letters, Notices of Violation, Consent Orders and Final Orders relating thereto.

This report will be submitted to the DISTRICT by March 15 of each year.

22. The timing and content of the reports required under this Agreement may be revised upon the mutual agreement of the project managers for each party.

23. DISTRICT staff and DEPARTMENT staff will meet at least semi-annually, and more frequently if deemed appropriate by the parties, to review water well activities and clarify procedures.

24. The DISTRICT will provide the DEPARTMENT with appropriate training on water well regulation, and will provide technical assistance as necessary to enable proper review of permit applications or to resolve compliance problems with existing wells. The DISTRICT will provide the DEPARTMENT with appropriate training on WMIS, scanning and document management procedures as needed.

25. The DISTRICT will provide the DEPARTMENT with information concerning proposed changes to relevant rules, and current technical and administrative procedures.

26. The DEPARTMENT may not further delegate its authority under this Agreement.

27. Unless terminated by either the DISTRICT or the DEPARTMENT upon ninety (90) days prior written notice, this Agreement will continue in effect until May 31, 2021, and may be extended upon terms mutually acceptable to both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as indicated below.

Approved as to Legal Form and Content


Attorney

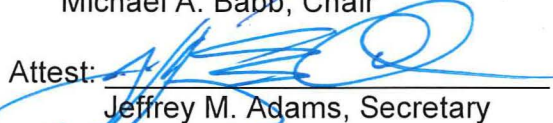
Filed this 24th of
May, 2016.


Deputy Agency Clerk

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: 


Michael A. Babb, Chair

Attest: 

Jeffrey M. Adams, Secretary

(Seal)

FLORIDA DEPARTMENT OF HEALTH
MARION COUNTY-

By: 

Erin Hess
Administrator

Date: 5/18/16

ATTEST:

(Seal)

Appendix 1: Fee Schedule*

Service Description	State Fee	County Fee	Total Fee
DRINKING WATER			
Limited Use Public Water System Construction Permit	\$90.00		\$90.00
Application for Limited Use Public Water System Operation	\$90.00		\$90.00
Multi-Family Water System Construction Permit	\$75.00		\$75.00
Microbiological Sample Collection (trip charge not incl. analysis)	\$50.00		\$50.00
Chemical Sample Collection (trip charge not incl. analysis)	\$60.00		\$60.00
Combined Microbiological and Chemical Collection (not Incl. analysis)	\$70.00		\$70.00
Laboratory Analysis Fee - Bacteriological		\$15.00	\$15.00
Laboratory Analysis Fee - Chemical each		\$22.00	\$22.00
Reinspection of Multi-family Water System	\$40.00	\$10.00	\$50.00
Reinspection of Limited Use Public Water System	\$40.00	\$10.00	\$50.00
Delineated Area Clearance Fee	\$50.00		\$50.00
Limited Use Commercial Public Water System registration	\$15.00		\$15.00
Family Day Care Establishment, Annual Permit Fee	\$30.00		\$30.00
- Penalty Fee for late/missed submission of quarterly water sample		\$50.00	\$50.00
Sewage Treatment Plant Certification Program			
Annual Certification Fee		\$150.00	\$150.00
Well Construction Program-Delegated from WMDs			
Public Wells		\$200.00	\$200.00
Private Wells		\$100.00	\$100.00
Irrigation / Monitoring Wells		\$75.00	\$75.00
Abandonment Permit		\$50.00	\$50.00
Group Care / Sanitation Inspection			
Inspection Fee		\$50.00	\$50.00
Late Permit fees			
All Permitted Facilities	varies	\$50.00	\$50.00 plus applicable state fee
Reinspection Fees			
All Permitted Facilities	varies	\$50.00	\$50.00 plus applicable state fee