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WATER WELL PERMITTING DELEGATION AGREEMENT

This Agreement is made this <sup>21<sup>st</sup></sup> ~~first~~ day of July, 1996, between the St. Johns River Water Management District ("District") and the HRS-Nassau County Public Health Unit ("Health Department").

WHEREAS:

The District is a special taxing district created by Chapter 373, Florida Statutes, and is charged with the duty to prevent harm to the water resources of the District, and to administer and enforce Chapter 373, Florida Statutes and the rules promulgated thereunder; and

The District has the authority within its jurisdiction to implement these rules, and pursuant to delegation from the Department of Environmental Protection, the District is authorized to implement certain portions of Chapters 62-524, 62-531, 62-532, and 62-555.312 and .315, Florida Administrative Code; and,

The District is authorized to delegate the duty to administer and enforce the statutes and rules regulating water well construction, abandonment and repair permitting, with concurrence of the Florida Department of Environmental Protection.

The Health Department through adopted ordinances and laws has sufficient authority to exercise the powers delegated by this Agreement; and,

The Health Department has the requisite regulatory experience, and the parties desire to avoid any duplication or overlapping of permitting requirements between the District and the Health Department; and,

The parties desire to accomplish the regulation of water wells in the County through delegation of the implementation of Part III of Chapters 373, Florida Statutes, and the applicable portions of Chapters 40C-3, 62-524, 62-531, 62-532, and 62-555.312 and .315, Florida Administrative Code, to the Health Department.

THEREFORE, based upon the mutual considerations contained in this agreement, the Parties agree as follows:

I. RESPONSIBILITIES OF THE HEALTH DEPARTMENT

1. The Health Department shall administer the program for regulation of water well construction standards for water wells less than six inches in diameter pursuant to Chapter 40C-3 and 62-555, Florida Administrative Code (F.A.C.), within the geographical boundaries of Nassau County, unless these wells are within a Chapter 62-524, F.A.C. delineated area.

2. The Health Department shall adopt and enforce the well construction standards of Chapter 40-C3, F.A.C.

3. The Health Department shall use application and permit forms including completion report forms supplied or approved for use by the District.

4. The Health Department shall maintain permanent records of all permits reviewed by the Health Department in accordance with Chapter 119, Florida Statutes(F.S.), (the Florida Public Records Law) and procedures consistent with Permit Data Services, Department of Resource Management. Copies of records may be maintained on microfilm in accordance with the State of Florida Administrative Codes, (F.A.C.) 1B24 and 1B26, American National Standards Institute.

5. The Health Department shall collect and retain permit fees in accordance with section 373.109, F.S., for use in supporting the Health Departments administration of the program delegated by this Agreement. The fees to be charged are \$40.00 for irrigation and monitor wells, and \$60.00 for private and public supply wells. Nothing in this provision shall preclude the Health Department from assessing additional administrative fees deemed necessary above the base fee set by the District to support its review functions.

6. The Health Department shall maintain a full time staff sufficient to fulfill its obligations under this Agreement. This water well staff shall be organized as a functional unit to ensure permitting consistency and coordination. The Health Department shall also conduct internal working group meetings among appropriate staff.

7. The Health Department shall provide compliance information monthly to the District's Orlando Field Office, by the end of the first week of the following month. This information is to be used for the statewide water well clearinghouse.

8. The Health Department shall provide evidence that it has procedures which protect the rights of permit applicants and persons whose rights may be substantially affected by the Health Department's administration of the program. The Health Department shall submit a quarterly report to the District's Jacksonville Service Center within fifteen days after the end of the quarter, which describes the Health Department's permitting and enforcement activities for the previous quarter. The report shall include:

a. a list of permits issued by the Health Department, including project name, property owner and location,

b. a list of all wells under review by the Health Department which may also require other District permits,

c. a list of enforcement inspections made, including project name, property owner and location, and water well contractor,

d. a list of reports of any other enforcement actions taken by the Health Department,

e. copies of all completion reports received by the Health Department.

## II. RESPONSIBILITIES OF THE DISTRICT

1. The District shall continue to permit both public and non-public wells six inches in diameter or greater, and all wells within delineated areas as enumerated in Chapters 62-524, and 40C-3, F.A.C.

2. The District shall not enter into any Agreement regarding implementation of Chapter 40C-3, F.A.C., with any other local government within Nassau County boundaries.

3. The District shall provide the Health Department with all necessary information to support the County's implementation of Chapter 40C-3, F.A.C., program. This support shall include:

a. Notification of all proposed changes to Chapters 40C-1, 40C-2, and 40C-3, F.A.C.

b. Providing the Health Department with information regarding the District's current technical and administrative procedures for review of water well permit applications, including the coordination of activities regarding Chapter 40C-2, F.A.C. that may affect well permitting,

c. Providing information regarding the statewide clearinghouse, the District's water well contractor licensing program, and a list of all licensed water well contractors, working within the District

d. Providing technical assistance as necessary to enable proper review of permits or to resolve compliance problems with existing wells.

e. Providing educational training programs as required to maintain minimum review and inspection levels.

4. The District shall take appropriate enforcement action against water well contractors as set forth in Chapter 62-531, F.A.C., and implemented by the Disciplinary Guidelines and Procedures Manual, October 1992.

5. The District shall maintain responsibility to administer examinations, and issue licenses for water well contractors who drill within Nassau county.

### III. ENFORCEMENT

1. The Health Department shall maintain an effective enforcement program which includes investigating all unpermitted activities and monitoring compliance with permit terms and conditions for permits issued by the Health Department. The enforcement program must be consistent with the authority delegated to the Health Department by the District herein. The Health Department shall provide the necessary legal support to resolve its enforcement cases in cooperation with the District Office of General Counsel. The Health Department may use any and all appropriate means to ensure resolution of enforcement cases included but not limited to civil action or criminal prosecution.

2. The District and the Health Department shall coordinate their enforcement activities to maximize the staff resources available to each including radio/cellular/beeper communications for field personnel if available.

3. Nothing in this Agreement shall limit the enforcement

authority of either party.

4. In the event legal action becomes necessary beyond the initial 15-day informal warning letter to gain compliance with District rules, the District will initiate formal Notice of Violation (NOV) action. In such instances, if Health Department technical staff have investigated the violation, they shall assist the District in prosecution of the case. The District will notify the Health Department advance of its intent to pursue such an enforcement action.

5. All civil penalties recovered in any enforcement action taken by the County pursuant to this Agreement shall be deposited in accordance with Section 373.129, F.S. The County may recover investigative costs and attorneys fees as provided by law.

#### IV. IMPLEMENTATION SCHEDULE

1. Upon execution of this Agreement, by all parties, the Health Department shall request the County adopt or amend an ordinance, as necessary, and the District shall adopt a rule amendment implementing the provisions of this Agreement.

2. Immediately upon adoption of a District rule, the parties shall begin the training phase of this program, appropriate Health Department administrative staff will be provided organizational and technical training. The training phase shall continue for a period not to exceed six months until all Health Department permitting and enforcement staff have reviewed both permitting and enforcement procedures under the guidance of the District's water well supervisory staff. Additionally, during the training phase, Health Department legal staff will work with District legal staff to become familiar with District legal procedures.

3. Upon completion of the training phase, the Health Department shall assume full responsibility for the activities described in this Agreement. The rule adopted by the District shall identify the effective

date for delegation of the authority contemplated by this Agreement on which date the Health Department shall begin administration and enforcement of the delegated activities.

V. DISTRICT/COUNTY COORDINATION

1. Once the training phase is complete, the water well supervisory staff of the District and the Health Department shall meet once every two weeks for a period of eight weeks to review water well activities and clarify procedures. Frequency of such meetings after the initial eight week period shall be determined by mutual agreement between the parties. New or modified procedures by the District or the Health Department shall be reviewed at these meetings and must receive District approval prior to implementation.

2. For wells which meet or exceed the Health Department permitting thresholds, the Health Department shall notify permit applicants and forward the application to the District for permit review. Where appropriate, the parties should coordinate water well permit conditions with other permits. If these water well permit applications are submitted to the Health Department rather than the District, the Health Department shall forward the application to the District within five days of receipt and notify the applicant that the District will process the application.

3. The District shall submit a monthly clearinghouse report to the Health Department by the last day of each month which describes the most recent enforcement activities within the District. The report shall include a list of water well contractor enforcement actions issued by the Health Department or the District in accordance with the Chapter 62-531, F.A.C., statewide Clearinghouse.

4. The Health Department's Program Administrator or his designee, and the District's Water Well Permitting Supervisor shall coordinate this program to ensure consistent and effective implementation of Chapter 40C-3, F.A.C.

5. To promote consistency, the District may review any permit application which the Health Department is reviewing. The District may also make field inspections in cooperation with the Health Department.

VI. TERMINATION

Either party may terminate this Agreement upon one hundred twenty (120) days prior written notice to the other. Once a party gives notice of its intention to terminate this Agreement, both parties shall make good faith effort to resolve their differences which they may have within sixty days of notification. If after sixty (60) days after the date of notification the parties have not resolved their differences, the Health Department shall transfer all permit applications to the District not less than sixty (60) days prior to the effective date of termination.

VII. EFFECTIVE DATE

This Agreement shall become effective upon the District's adoption of a rule providing for the delegation of authority incorporating this Agreement by reference.

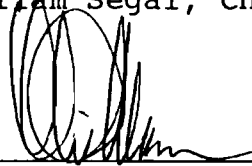


IN WITNESS WHEREOF, the parties hereto have executed this Agreement  
the day and year first above written.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT



William Segal, Chair



Otis Mason, Secretary

(Seal)

County of Putnam

HRS-NASSAU COUNTY PUBLIC HEALTH UNIT

Nassau County, Florida

By: 

J.B. Higginbotham, Chair  
Board of County Commissioners

By: 

E. Ngo Seidel, M.D.