

MEMORANDUM

TO: Governing Board Members

FROM: Deena Reppen, Deputy Executive Director, Regulatory and Public Affairs

DATE: June 22, 2010

SUBJECT: **Adopt amendment to Rule 40E-3.035, F.A.C., to incorporate by reference, the following documents: 1) the water well delegation agreements with Lee County and the Broward, Glades, Highlands, Miami-Dade, Orange, Osceola, Polk, and Palm Beach County Health Departments to delegate the implementation of the water well regulatory program; 2) the first amendments to the water well delegation agreements with the city of Cape Coral, Collier County, and the Hendry, Martin, Okeechobee, Osceola, and St. Lucie County Health Departments to reaffirm and update the permitting, compliance and enforcement responsibilities; and, 3) the second amendments to the water well delegation agreements with the Martin, Okeechobee, and St. Lucie County Health Departments to include a provision concerning legal support.**

Staff Recommendation

Staff recommends adoption of the amendment to Rule 40E-3.035, F.A.C., to incorporate by reference, the water well delegation agreements and amendments to the agreements.

Background

In 1985, the District began delegating the Water Well Regulatory Program to various governmental entities to implement the water well regulatory program set forth in Part III of Chapter 373, Fla. Stat., within those jurisdictions, setting forth the scope of the delegation and the responsibilities of the parties. All Delegation Agreements entered into between 1985 and 2004 were incorporated by reference in Rule 40E-3.035, F.A.C. In 2005, Water Well Delegation Agreements were entered into with Lee County and the Broward, Glades, Highlands, Miami-Dade, Orange, Osceola, Polk, and Palm Beach County Health Departments. In 2005, the Water Well Delegation Agreements with the city of Cape Coral, Collier County, and the Hendry, Martin, Okeechobee, Osceola, and St. Lucie County Health Departments were amended to reaffirm and update the permitting compliance and enforcement responsibilities. In 2010, a Water Well Delegation Agreement was entered into with the Highlands County Health Department and the Water Well Delegation Agreements with the Martin, Okeechobee, and St. Lucie County Health Departments were amended for the second time to include a provision concerning legal support. The Water Well Delegation Agreements entered into, and amended in 2005 and 2010; must be incorporated by reference into Rule 40E-3.035, F.A.C.

Staff Contact: **James Harmon, Director, Water Use Regulation Division
(561) 682-6777**

**Jennifer Bokankowitz, Attorney, Office of Counsel
(561) 682-2258**

**DELEGATION AGREEMENT BETWEEN
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND LEE COUNTY FOR REGULATION OF WATER WELLS**

PR NO. PR051185

This Delegation Agreement ("Agreement") is made this 13th day of September 2005, by and between the South Florida Water Management District ("DISTRICT") and Lee County, a political subdivision and Charter County ("COUNTY") to accomplish the purposes and goals stated herein.

WITNESSETH:

WHEREAS, the DISTRICT, pursuant to Chapter 373, Florida Statutes, amended, and the Rules and Regulations duly adopted thereunder, has the authority and responsibility, within its jurisdiction, for the administration and enforcement of rules and regulations governing water wells; and,

WHEREAS, the lands within the boundaries of the COUNTY are also within the boundaries of the DISTRICT, and are therefore subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes, as amended; and,

WHEREAS, the COUNTY, pursuant to Lee County Ordinance No. 00-15, as amended, has the authority and responsibility, within its jurisdiction, for the administration and enforcement for rules and regulations governing administration, permitting standards, construction, repair, and plugging of water wells, test wells, test borings, elevator shafts, testing reports and inspections, abandonment of water wells; providing for licensing; providing for supplemental regulations; providing for penalties, conflict, and appeals within Lee County; and,

WHEREAS, both the DISTRICT and the COUNTY desire that each be allowed to accomplish its objectives within the geographic boundaries of the COUNTY without interfering with the rights of the other.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

I. PARTIES

1. The DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box

C8a
9-13-05

24680, 3301 Gun Club Road, West Palm Beach, Florida 33416-4680.

2. Lee County Board of County Commissioners is the governing body in and for Lee County, a political subdivision of the State of Florida;
3. The Board of County Commissioners has the power and authority to enter into agreements with other governmental agencies within or outside the boundaries of the COUNTY for performance of such agency's authorized function. Florida Statute §125.01(1)(p) and Florida Statute Chapter 163.

II. AUTHORITY AND PURPOSE OF AGREEMENT

1. The DISTRICT, pursuant Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells.
2. The DISTRICT desires implementation of the water well regulation program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and Regulations duly adopted thereunder.
3. The DISTRICT recognizes that the COUNTY has desire and the regulatory experience necessary to implement such regulatory program governing subsurface drilling activities.
4. The DISTRICT has authority pursuant to Sections 373.308 and 373.309, Florida Statutes to delegate, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes, to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes.
5. The purpose of this Agreement is to establish the permitting, compliance and enforcement responsibility of the COUNTY associated with the delegation of the water well construction program for all water wells in Lee County; to establish the responsibilities of the COUNTY regarding maintaining adequate levels of administrative, technical and financial capabilities to implement and enforce the program; and to establish responsibilities of the COUNTY for reporting to and maintaining communication with the DISTRICT.

In consideration of the benefits to each of the parties, the DISTRICT and the COUNTY agree as follows:

III. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to LEE COUNTY its authority pursuant to Chapter 373, Part II, Florida Statutes and Chapter 40E-3, Florida Administrative Code, to implement and administer the program for regulation

of water well construction standards for all water wells in the COUNTY. This delegation does not preempt LEE COUNTY from adopting regulations and implementing a program for regulation of construction standards for water wells, monitoring wells, test wells, test borings and elevator shafts pursuant to its independent authority. In the event of a conflict between the delegated regulations and local regulations, the most stringent shall apply.

2. LEE COUNTY shall review, evaluate and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in Lee County, pursuant to:
 - a. Chapter 40E-3, F.A.C., which is attached as EXHIBIT 1;
 - b. The rules incorporated in Section 40E-3.3036, F.A.C., which are attached as EXHIBITS 2-6, and
 - c. The August 27, 2004, Interagency Agreement between The Department of Environmental Protection and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas which is attached as EXHIBIT 7. Official maps of areas delineated pursuant to Section 62-524.430, F.A.C., are available from the Department of Environmental Protection.
3. LEE COUNTY shall use application and permit forms including completion report forms approved for use by the DISTRICT. An application form and a completion report form approved for use by the DISTRICT are attached as EXHIBIT 8.
4. The COUNTY will keep all fees for applications submitted. The DISTRICT will continue to review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of water pursuant to Part II of Chapter 373, Florida Statutes.
5. The COUNTY will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use permit application has been approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.
6. The COUNTY will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its well construction permits. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in Lee County. However,

to the extent practical, the DISTRICT will not initiate enforcement action within Lee County without prior communication or coordination with the local program.

7. The DISTRICT will forego implementation of water well construction permitting program for wells within COUNTY.
8. Upon the effective date of this Agreement, the COUNTY shall adopt or amend any ordinance, as necessary to implement the provisions of this Agreement. The DISTRICT will adopt any necessary rule amendment to implement and give effect to the provisions and intent of this Agreement.

IV. REPORTING RESPONSIBILITIES

1. The COUNTY will provide to the DISTRICT, on a quarterly basis, a list (hard copy and computer disk) summarizing each well construction permit issued and all well completion reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon), permittee name and address, section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth. The DISTRICT will work with the COUNTY to develop a mutually acceptable reporting format.
2. The Project Manager for the DISTRICT is Bill Rasperger and all correspondence and communications from the COUNTY shall be directed to him. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

The COUNTY's contact person for communication with the DISTRICT is: Roland Ottolini, Director of Natural Resources, P.O. Box 398, Fort Myers, Florida 33902, (239) 479-8127.

3. All reports and correspondence required under this agreement shall be sent to:

South Florida Water Management District
Water Use Division
Attn: Bill Rasperger
Specialist Scientific Associate
P.O. Box 24680
West Palm Beach, Florida 33416-4680

Mr. Roland Ottolini
Director, Natural Resources
P.O. Box 398
Fort Myers, Florida 33902-0398

V. **PROGRAM MANAGEMENT**

1. The COUNTY shall hire and maintain a staff capable of performing the duties specified in this Agreement. The COUNTY shall maintain adequate program funding, staffing and equipment to comply with the provisions of this Agreement. DISTRICT will assist COUNTY in procuring funding under this Agreement.
2. The COUNTY shall assess and retain permit fees for the delegated water well program. Nothing in this Agreement shall preclude the COUNTY from assessing administrative fees if it deems it necessary to support review and compliance functions under this Agreement.

VI. **PROGRAM OVERSIGHT**

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to the COUNTY, any pending water well application or issued permits which the COUNTY is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by the COUNTY or which the COUNTY has issued a permit, in cooperation with the COUNTY and the applicant.
2. The primary purpose of this program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable rules and statutes, and ordinances and that appropriate files are being maintained for all delegated responsibilities assumed by the COUNTY.

VII. **GENERAL PROVISIONS**

1. The COUNTY is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and the COUNTY, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.
2. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, DISTRICT shall indemnify, defend and hold harmless COUNTY against any actions, claims or damages arising out of DISTRICT's negligence in connection with this Agreement, and COUNTY shall indemnify, defend and hold harmless DISTRICT against any actions, claims, or damages arising out of COUNTY's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section

768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

3. The COUNTY shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.
4. Either party may terminate this Agreement at any time upon one hundred twenty (120) days prior written notice to the other party. Within thirty (30) days of a notice of intent to terminate this Agreement, both parties shall make good faith efforts to resolve any basis for the termination. If after 60 days, one or both of the parties to this Agreement still wish to terminate the Agreement, the COUNTY shall not accept any further applications under this Agreement. Except as otherwise agreed by the parties, the COUNTY shall complete processing any pending application submitted to the COUNTY in accordance with this Agreement.
5. The terms of this Agreement may be extended, renewed amended or modified only by mutual consent of both parties and until reduced to writing.
6. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.
7. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such condition or provision, or impair the enforcement rights of the parties, their successors and assigns.
8. This agreement states the entire understanding between the parties and supercedes any prior agreements to the contrary. The COUNTY recognizes that any representations, statements or negotiations, made by the DISTRICT do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized and signed by an authorized DISTRICT representative. This Agreement shall be binding on the parties, their assigns and successors in interest.
9. Upon execution of this Agreement by both parties, the COUNTY shall begin implementation of this Delegation Agreement. This Agreement will terminate in accordance with Section VII(4) above.

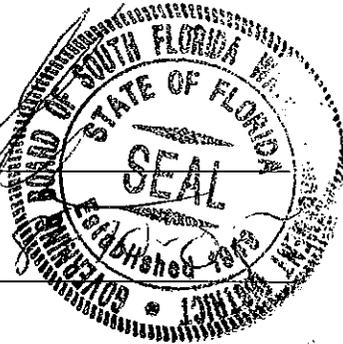
IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed the day and year first above written.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

ATTEST:

By: _____

Date: _____



By: _____

Date: _____

Debra Bugni
Chairman

8-10-05

Legal Form Approved:

By: _____

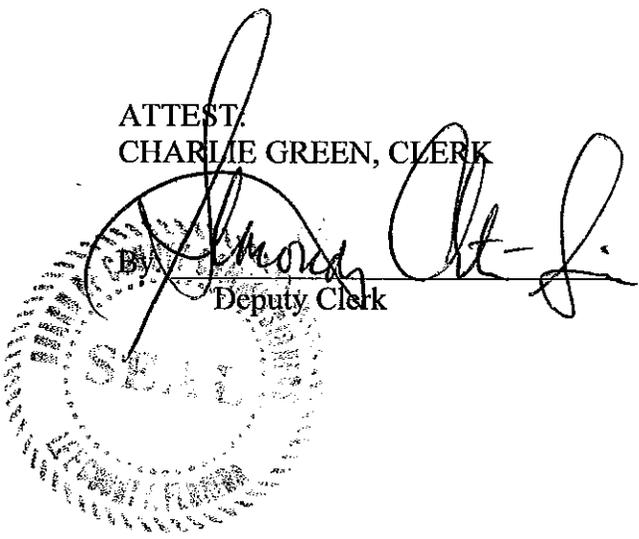
SFWMD Office of Counsel

ATTEST:

CHARLIE GREEN, CLERK

By: _____

Deputy Clerk



BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

By: _____

Chairman

APPROVED AS TO FORM:

By: _____

Office of the County Attorney

- Exhibit 1-- Chapter 40E-3, F.A.C.
- Exhibit 2-- Chapter 62-531, F.A.C., Well Contractor Licensing Requirements
- Exhibit 3-- The Department's Water Well Contractor Disciplinary Guidelines and Procedures Manual (October 2002) and the Department's Florida Unified Citation Dictionary for Well Construction (October 2002)
- Exhibit 4-- Chapter 62-532, F.A.C., Water Well Permitting and Construction Requirements

Exhibit 5-- Chapter 62-555, F.A.C., Construction of Public Supply Water Wells
Exhibit 6-- Chapter 62-524, F.A.C., Construction of Water Wells in Delineated Areas
Exhibit 7-- Interagency Agreement between The Department of Environmental Protection
and the South Florida Water Management District, and the Department of Health
Exhibit 8--Application form and Completion Report form

DELEGATION AGREEMENT

BETWEEN

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

STATE OF FLORIDA
DEPARTMENT OF HEALTH
BROWARD COUNTY HEALTH DEPARTMENT

PR NO. PR051183

This is a Delegation Agreement between the South Florida Water Management District ("DISTRICT") and the State of Florida, Department of Health, Broward County Health Department ("BCHD") to both effectively and efficiently delegate the responsibility for the DISTRICT's Water Well Regulation Program to the BCHD and, in so doing, to outline the duties of each party as a consequence to such delegation.

WHEREAS, the DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box 24680, 3301 Gun Club Road, West Palm Beach, FL 33416-4680; and

WHEREAS, the BCHD is a unit of the State of Florida Department of Health located at 780 Southwest 24th Street, Fort Lauderdale, Florida, 33315. The Health Department is a person within the meaning of Section 373.019(12), Florida Statutes; and

WHEREAS, Broward County is located within the boundaries of the DISTRICT, and is subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes; and

WHEREAS, the DISTRICT, pursuant to Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells and, pursuant to Sections 373.308 and 373.309, Florida Statutes, has the authority to delegate, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes, to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes; and

WHEREAS, the DISTRICT desires implementation of the Water Well Regulation Program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and

Regulations duly adopted thereunder; and

WHEREAS, the DISTRICT recognizes that the BCHD, while not yet trained as to the Water Well Regulation Program, has both the desire and the regulatory experience necessary to implement such Program.

WHEREFORE, in consideration of the benefits to each of the parties, the DISTRICT and the BCHD agree as follows:

I. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to the BCHD its authority to implement and administer the program for regulation of water well construction standards for all water wells in Broward County except for those wells greater than twelve inches (12") in diameter.
2. The BCHD shall review, evaluate, and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in Broward County, except for those wells greater than twelve inches (12") in diameter, pursuant to:
 - a. Chapter 40E-3, F.A.C., which is attached hereto as EXHIBIT 1;
 - b. The rules incorporated in Section 40E-3.3036, F.A.C., which are as follows: Sections 62-524, 62-531, 62-532, and 62-555, F.A.C., attached hereto as EXHIBITS 2-5; and
 - c. The Interagency Agreement between the Department of Health, the Department of Environmental Regulation, and the South Florida Water Management District dated August 27, 2004 and regarding delegation of water wells in delineated areas which is attached as EXHIBIT 6. An informational sketch map of the areas delineated in Broward County as of this date is attached as EXHIBIT 7. Any future amendments to said sketch map shall be submitted in writing to the BCHD for review, and the BCHD shall have an opportunity to accept or deny the delegation of water wells in additional delineated areas.
3. The BCHD shall use Application and Permit Forms including Completion Report Forms provided by the DISTRICT. These forms are attached as EXHIBIT 8. If the BCHD believes it necessary to amend said Forms, when it assumes the utilization of same for the regulation of the Water Well Regulation Program, the BCHD shall contact the DISTRICT and request written approval for amendment as required. Written approval for the amendment of said Forms shall not be unreasonably withheld.
4. The DISTRICT shall continue to review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of

water pursuant to Part II of Chapter 373, Florida Statutes.

5. The DISTRICT shall notify the BCHD when a Consumptive Use Permit is pending. The BCHD will then, when required to do so under the terms and conditions of this Agreement, withhold issuance of a Well Construction Permit.
6. The BCHD shall withhold issuance of any Well Construction Permit if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use Permit Application has been submitted to the DISTRICT by the Applicant and approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.
7. The BCHD shall perform the monitoring and enforcement activities referenced in the FDEP October 2002, Water Well Contractor Disciplinary Guidelines and Procedures Manual, hereinafter Exhibit "9", up to and including Consent Orders as set forth on Page 11, Figure 1 of said Manual, to ensure compliance with the provisions of its Well Construction Permits. The BCHD shall also operate in compliance with the FDEP October 2002, Florida Unified Citations Dictionary for Water Well Construction, hereinafter Exhibit "10", as those terms relate to the delegated duties and responsibilities set forth in this Agreement. The BCHD shall be responsible for only that monitoring and enforcement that would be required if the DISTRICT were performing such duties and responsibilities. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in Broward County, however, to the extent practical, the DISTRICT will not initiate enforcement action within Broward County without prior communication or coordination with the BCHD.
8. The DISTRICT shall forego implementation of the Water Well Regulation Program for wells within Broward County, except for those wells greater than twelve inches (12") in diameter, while such regulation is being performed by the BCHD per this Agreement.
9. Upon execution of this Agreement, the DISTRICT shall train the appropriate BCHD staff on the Water Well Regulation Program including, but not limited to, the regulation, enforcement, and compliance process from Permitting to Consent Orders. The BCHD and the DISTRICT shall determine, once the initial training has been completed, what additional training is required and how often said training should take place thereafter.
10. When necessary and/or appropriate, the DISTRICT may adopt a rule amendment implementing the provisions of this Agreement.

II. REPORTING RESPONSIBILITIES

1. The BCHD shall provide to the DISTRICT, on a quarterly basis, a list on computer disk summarizing each Well Construction Permit issued and all Well Completion Reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon),

permittee name and address, section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth.

2. All correspondence and communications from the BCHD shall be directed to the Project Manager for the DISTRICT, currently Bill Raspberger. The District Project Manager shall be responsible for all coordination and oversight related to the terms and conditions of this Agreement.

3. All reports and correspondence required under this Agreement shall be sent to:

DISTRICT

South Florida Water Management District
Water Use Division
Post Office Box 24680
West Palm Beach, Florida 33416-4680
Attention: Bill Raspberger, District Project Manager, Specialist Scientific Associate

BCHD

State of Florida, Department of Health, BCHD
780 Southwest 24th Street
Fort Lauderdale, Florida 33315-2643
Attention: Howard Rosen, Environmental Health Director

III. PROGRAM MANAGEMENT

1. The BCHD shall employ a staff capable of performing the duties specified in this Agreement. The BCHD shall be required to supply adequate staffing and equipment to comply with all statutes, rules and policies pertaining to the delegated Water Well Construction Program.

2. Within the confines of applicable law, the BCHD shall assess and retain permit fees for the Delegated Water Well Program. The BCHD shall assess administrative fees as deemed necessary to support the review and compliance functions required by this Agreement.

3. In the event that legal administrative or judicial proceedings become necessary for the proper implementation of the Program, or in the event that legal proceedings are initiated by an Applicant or Permittee, the District shall remain responsible for legal representation, court costs, and any and all incidental financial costs of such proceedings and shall provide the expertise and financial resources necessary to resolve such proceedings.

IV. PROGRAM OVERSIGHT

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to the BCHD, any pending water well application or issued permits which the BCHD is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by the BCHD or which the BCHD has issued a permit, in cooperation with the BCHD and the applicant.
2. The primary purpose of this Program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable rules and statutes, and that appropriate files are being maintained for all delegated responsibilities assumed by the BCHD.

V. GENERAL PROVISIONS

1. The BCHD is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and the BCHD, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.
2. The DISTRICT assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the DISTRICT and the officers, employees, servants and agents thereof. The DISTRICT warrants and represents that it is self-funded for liability insurance, with such protection being applicable to the officers, employees, servants, and agents while acting within the scope of their employment with the DISTRICT. The BCHD and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
3. The BCHD shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.
4. Either party may terminate this Agreement at any time upon sixty (60) days prior written notice to the other party. Within fifteen (15) days of a Notice of Intent to Terminate this Agreement, both parties shall make good faith efforts to resolve any basis for the termination. If after thirty (30) days, one or both of the parties to this Agreement still wish to terminate the Agreement, the BCHD shall not accept any further applications under this Agreement. Except as otherwise agreed by the parties, the BCHD shall complete processing any pending application submitted to the BCHD in accordance with this Agreement.
5. The terms of this Agreement may be extended, renewed amended or modified only by

mutual consent of both parties and not until reduced to writing.

6. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.

7. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such condition or provision, or impair the enforcement rights of the parties, their successors and assigns.

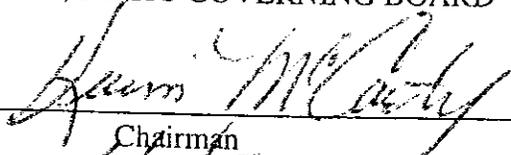
8. This agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, agreements, rules, memoranda, letters or ordinances to the contrary. The BCHD and the DISTRICT recognize that any representations, statements or negotiations made by either party do not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing, authorized and signed by an authorized representative of either party. This Agreement shall bind the parties, their assigns and successors in interest.

9. On 6/8/05 the BCHD shall begin implementation of this Delegation Agreement.

10. This Agreement shall become effective when it is fully executed by both parties.

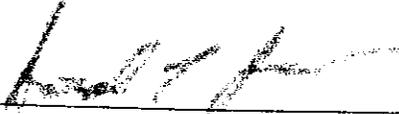
The parties or their duly authorized representatives hereby execute this Agreement.

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

BY: 
Chairman

DATE: 6/8/05

BROWARD COUNTY BCHD

BY: 
Administrator

DATE: 5/12/05

- Exhibit 1--Chapter 40E-3, F.A.C.
- Exhibit 2--Chapter 62-524, F.A.C., Construction of Water Wells in Delineated Areas
- Exhibit 3-- Chapter 62-531, F.A.C., Well Contractor Licensing Requirements
- Exhibit 4--Chapter 62-532, F.A.C., Water Well Permitting and Construction Requirements
- Exhibit 5-- Chapter 62-555, F.A.C., Construction of Public Supply Water Wells
- Exhibit 6-- Agreement between the Department of Health, the Department of Environmental Regulation, and the South Florida Water Management District dated August 27, 2004
- Exhibit 7-- Informational sketch map of the areas delineated in Broward County
- Exhibit 8-- Application and Permit Forms including Completion Report Forms
- Exhibit 9-- FDEP October 2002, Water Well Contractor Disciplinary Guidelines and Procedures Manual
- Exhibit 10-- FDEP October 2002, Florida Unified Citations Dictionary for Water Well Construction

WATER WELL CONSTRUCTION PERMIT PROGRAM
DELEGATION AGREEMENT
BETWEEN
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
GLADES COUNTY HEALTH DEPARTMENT

PR NO. PR051189

The South Florida Water Management District ("DISTRICT") and the Glades County Health Department ("GLADES") enter into this Delegation Agreement to accomplish the goals and purposes stated below.

Witnesseth:

I. PARTIES

1. The DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box 24680, 3301 Gun Club Road, West Palm Beach, FL 33416-4680.
2. The Glades County Health Department is a unit of the State of Florida Department of Health located at P.O. Box 70, La Belle, Florida 33975. It is a person within the meaning of Section 373.019(12), Florida Statutes.
3. Glades County is located within the boundaries of the DISTRICT, and is subject to the Rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes.

II. AUTHORITY AND PURPOSE OF AGREEMENT

1. The DISTRICT, pursuant Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells.

2. The DISTRICT desires implementation of the water well regulation program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and Regulations duly adopted thereunder.
3. The DISTRICT has authority pursuant to Sections 373.308 and 373.309, Florida Statutes to delegate, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes, to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes.
4. GLADES has the desire to facilitate implementation of such water well regulatory program in Glades County.
5. The purpose of this Agreement is to establish the permitting, compliance and enforcement responsibility of GLADES associated with the delegation of the water well construction program for all water wells in Glades County and to establish the responsibilities of GLADES regarding maintaining adequate levels of administrative, technical and financial capabilities to implement and enforce the program; and to establish responsibilities of GLADES for reporting to and maintaining communication with the DISTRICT regarding implementation of the program in Glades County..

In consideration of the benefits to each of the parties, the DISTRICT and GLADES agree as follows:

III. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to GLADES its authority to implement and administer the program for regulation of water well construction standards for all water wells in Glades County.
2. GLADES shall review, evaluate and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in Glades County, pursuant to:
 - a. Chapter 40E-3, F.A.C., which is attached as EXHIBIT 1;
 - b. The rules incorporated in Section 40E-3.3036, F.A.C., which are attached as EXHIBITS 2-6, and
 - c. The August 27, 2004, Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas which is attached as EXHIBIT 7. . Official maps of areas delineated pursuant to Section 62-524.430, F.A.C., are available from the Department of Environmental Regulation; an informational sketch map of areas delineated in Glades County as of this date is attached as EXHIBIT 8.

3. GLADES shall use application and permit forms including completion report forms approved for use by the DISTRICT. An application form and a completion report form approved for use by the DISTRICT are attached as EXHIBIT 9.
4. The DISTRICT will continue to review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of water pursuant to Part II of Chapter 373, Florida Statutes.
5. GLADES will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use permit application has been approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.
6. GLADES will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its well construction permits. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in Glades County. However, to the extent practical, the DISTRICT will not initiate enforcement action within those areas without prior communication or coordination with the local program.
7. The DISTRICT will forego implementation of the water well construction permitting program for wells within Glades County.
8. Upon the effective date of this Agreement, GLADES shall adopt or amend any ordinance, as necessary to implement the provisions of this Agreement. The DISTRICT may adopt a rule amendment implementing the provisions of this Agreement.

IV. REPORTING RESPONSIBILITIES

1. GLADES will provide to the DISTRICT, on a quarterly basis, a list (hard copy and computer disk) summarizing each well construction permit issued and all well completion reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon), permittee name and address section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth. The DISTRICT will work with GLADES to develop a mutually acceptable reporting format.
2. The Project Manager for the DISTRICT is Bill Rasperger and all correspondence and communications from GLADES shall be directed to him. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

3. All reports and correspondence required under this agreement shall be sent to:

South Florida Water Management District
Water Use Division
Attn: Bill Rasperger, Specialist Scientific Associate
P.O. Box 24680
West Palm Beach, Florida 33416-4680

V. PROGRAM MANAGEMENT

1. GLADES shall hire and maintain a staff capable of performing the duties specified in this Agreement. GLADES shall maintain adequate program funding, staffing and equipment to comply with all statutes, rules and policies pertaining to the delegated water well construction program. Permits shall be required for all wells unless expressly exempt by statute or rule.

2. GLADES shall assess and retain permit fees for the delegated water well program. Nothing in this Agreement shall preclude GLADES from assessing administrative fees if it deems it necessary to support review and compliance functions under this Agreement.

VI. PROGRAM OVERSIGHT

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to GLADES, any pending water well application or issued permits GLADES is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by GLADES or which GLADES has issued a permit, in cooperation with the GLADES and the applicant.

2. The primary purpose of this program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable rules and statutes, and that appropriate files are being maintained for all delegated responsibilities assumed by GLADES.

VII. GENERAL PROVISIONS

1. GLADES is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and GLADES, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

2. The DISTRICT assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the DISTRICT and the

officers, employees, servants and agents thereof. The DISTRICT warrants and represents that it is self-funded for liability insurance, with such protection being applicable to the officers, employees, servants, and agents while acting within the scope of their employment with the DISTRICT. GLADES and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

3. If either party initiates legal action including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, based upon the fair market value of the services provided.
4. GLADES shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.
5. Either party may terminate this Agreement at any time upon one hundred twenty (120) days prior written notice to the other party. Within thirty (30) days of a notice of intent to terminate this Agreement, both parties shall make good faith efforts to resolve any basis for the termination. If after 60 days, one or both of the parties to this Agreement still wish to terminate the Agreement, GLADES shall not accept any further applications under this Agreement. Except as otherwise agreed by the parties, GLADES shall complete processing any pending application submitted to GLADES in accordance with this Agreement.
6. The terms of this Agreement may be extended, renewed, amended or modified only by mutual consent of both parties and until reduced to writing.
7. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.
8. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such condition or provision, or impair the enforcement rights of the parties, their successors and assigns.
9. This agreement states the entire understanding between the parties and supercedes any written or oral representations, statements, negotiations, agreements, rules, memorandums, letters or ordinances to the contrary. GLADES recognizes that any representations, statements or negotiations made by the DISTRICT do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized and signed by an authorized DISTRICT representative. This Agreement shall bind the parties, their assigns and successors in interest.

10. This Agreement shall become effective when it is fully executed by both parties.

The parties or their duly authorized representatives hereby execute this Agreement.

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

BY: *[Signature]*
Chairman

DATE: 3/10/05

GLADES COUNTY HEALTH DEPARTMENT

BY: *Martha E. Valiant, M.D.*
Dr. Martha Valiant, Administrator

DATE: 3-25-05

- Exhibit 1--Chapter 40E-3, F.A.C.
- Exhibit 2--Chapter 62-531, F.A.C., Well Contractor Licensing Requirements
- Exhibit 3--The Department's Water Well Contractor Disciplinary Guidelines and Procedures Manual (October 2002) and the Department's Florida Unified Citation Dictionary for Well Construction (October 2002)
- Exhibit 4--Chapter 62-532, F.A.C., Water Well Permitting and Construction Requirements
- Exhibit 5-- Chapter 62-555, F.A.C., Construction of Public Supply Water Wells
- Exhibit 6--Chapter 62-524, F.A.C., Construction of Water Wells in Delineated Areas
- Exhibit 7--The August 27, 2004, Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas
- Exhibit 8--A sketch map showing delineated areas
- Exhibit 9--Application form and a completion report form

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**DELEGATION AGREEMENT BETWEEN SOUTH FLORIDA WATER
MANAGEMENT DISTRICT AND HIGHLANDS COUNTY
HEALTH DEPARTMENT**

SOUTH FLORIDA
WATER MANAGEMENT DISTRICT

SFWMD ORDER NO.: 2010-091-DAO-WC

The South Florida Water Management District ("DISTRICT") and the Highlands County Health Department ("HEALTH DEPARTMENT") enter into this Delegation Agreement on May 13, 2010 to accomplish the goals and purposes stated below.

Witnesseth:

I. PARTIES

1. The DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box 24680, 3301 Gun Club Road, West Palm Beach, Florida 33416-4680.

2. The HEALTH DEPARTMENT is a unit of the State of Florida Department of Health located at 7205 South George Boulevard, Sebring, Florida 33875-5847. The HEALTH DEPARTMENT is a person within the meaning of Section 373.019(12), Florida Statutes.

3. The lands within the boundaries of Highlands County are located within the boundaries of the DISTRICT and are subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes.

II. AUTHORITY AND PURPOSE OF AGREEMENT

1. The DISTRICT, pursuant Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells.

2. The DISTRICT desires implementation of the water well regulation program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and Regulations duly adopted thereunder.

3. The DISTRICT has authority pursuant to Sections 373.308 and 373.309, Florida Statutes, to delegate to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes.

4. The DISTRICT recognizes that the HEALTH DEPARTMENT has the desire and the regulatory experience necessary to implement such water well regulatory program.

5. The purpose of this Agreement is to establish the permitting, compliance, and enforcement responsibility of the HEALTH DEPARTMENT associated with the delegation of the water well construction program for all water wells in Highlands County; to establish the responsibilities of the HEALTH DEPARTMENT regarding maintaining adequate levels of administrative, technical, and financial capabilities to implement and enforce the program; and, to establish responsibilities of the HEALTH DEPARTMENT for reporting to and maintaining communication with the DISTRICT.

In consideration of the benefits to each of the parties, the DISTRICT and the HEALTH DEPARTMENT agree as follows:

III. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to the HEALTH DEPARTMENT its authority to implement and administer the program for regulation of water well construction standards for all water wells in Highlands County.

2. The HEALTH DEPARTMENT shall review, evaluate and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in Highlands County, pursuant to:

a. Chapter 40E-3, F.A.C., which is attached as EXHIBIT 1;

b. The rules incorporated in Section 40E-3.3036, F.A.C., which are attached as EXHIBITS 2-6; and,

c. The August 27, 2004, Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas which is attached as EXHIBIT 7. Official maps of areas delineated pursuant to Section 62-524.430, F.A.C., are available from the Department of Environmental Regulation.

3. The HEALTH DEPARTMENT shall use application and permit forms including completion report forms approved for use by the DISTRICT. An application form and a completion report form approved for use by the DISTRICT are attached as EXHIBIT 8.

4. The DISTRICT will continue to review, evaluate, and make final disposition as to the rules, regulations, authority, and orders of DISTRICT pertaining to the consumptive use of water pursuant to Part II of Chapter 373, Florida Statutes.

5. The HEALTH DEPARTMENT will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use permit application has been approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.

6. The HEALTH DEPARTMENT will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its well construction permits. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in Highlands County. However, to the extent practical, the DISTRICT will not initiate enforcement action within Highlands County without prior communication or coordination with the local program.

7. The DISTRICT will forego implementation of the water well construction permitting program for wells within the Highlands County.

8. Upon the effective date of this Agreement, the HEALTH DEPARTMENT shall ensure that Highlands County adopts or amends any ordinance, as necessary to implement the provisions of this Agreement. The DISTRICT may adopt a rule amendment implementing the provisions of this Agreement.

IV. REPORTING RESPONSIBILITIES

1. The HEALTH DEPARTMENT will provide to the DISTRICT, on a quarterly basis, a list (hard copy and computer disk) summarizing each well construction permit issued and all well completion reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon), permittee name and address section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth. The DISTRICT will work with the HEALTH DEPARTMENT to develop a mutually acceptable reporting format.

2. The Project Manager for the DISTRICT is Ann Marie Superchi and all correspondence and communications from the HEALTH DEPARTMENT shall be directed to her. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

3. All reports and correspondence required under this agreement shall be sent to:

South Florida Water Management District
Water Use Division
Attn: Ann Marie Superchi, Science Technician 3
P.O. Box 24680
West Palm Beach, Florida 33416-4680

V. PROGRAM MANAGEMENT

1. The HEALTH DEPARTMENT shall hire and maintain a staff capable of performing the duties specified in this Agreement. The HEALTH DEPARTMENT shall maintain adequate program funding, staffing, and equipment to comply with all statutes, rules and policies pertaining to the delegated water well construction program. Permits shall be required for all wells unless expressly exempt by statute or rule.

2. The HEALTH DEPARTMENT shall assess and retain permit fees for the delegated water well program. Nothing in this Agreement shall preclude the HEALTH DEPARTMENT from assessing administrative fees if it deems it necessary to support review and compliance functions under this Agreement.

3. In the event administrative or judicial legal proceedings become necessary for proper implementation of the program or are initiated by an applicant or permittee, the District shall assume the responsibility for such proceedings or, in the alternative, may at the request of the HEALTH DEPARTMENT, provide the expertise and financial resources necessary to resolve such proceedings. In the event the District assumes the responsibility for such proceedings, the HEALTH DEPARTMENT shall cooperate with the District and provide any and all requested assistance, including but not limited to testimony.

VI. PROGRAM OVERSIGHT

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to the HEALTH DEPARTMENT, any pending water well application or issued permits which the HEALTH DEPARTMENT is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by the HEALTH DEPARTMENT or which the HEALTH DEPARTMENT has issued a permit, in cooperation with the HEALTH DEPARTMENT and the applicant.

2. The primary purpose of this program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable rules and statutes, and that appropriate files are being maintained for all delegated responsibilities assumed by the HEALTH DEPARTMENT.

VII. GENERAL PROVISIONS

1. The HEALTH DEPARTMENT is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and the HEALTH DEPARTMENT, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

2. The DISTRICT assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the DISTRICT and the officers, employees, servants and agents thereof. The DISTRICT warrants and represents that it is self-funded for liability insurance, with such protection being applicable to the officers, employees, servants, and agents while acting within the scope of their employment with the DISTRICT. The HEALTH DEPARTMENT and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; and, (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

3. If either party initiates legal action including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, based upon the fair market value of the services provided.

4. The HEALTH DEPARTMENT shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

5. Either party may terminate this Agreement at any time upon 120 days prior written notice to the other party. Within thirty days of a notice of intent to terminate this Agreement, both parties shall make good faith efforts to resolve any basis for the termination. If after sixty days, one or both of the parties to this Agreement still wish to terminate the Agreement, the HEALTH DEPARTMENT shall not accept any further applications under this Agreement. Except as otherwise agreed to by the parties, the HEALTH DEPARTMENT shall complete processing any pending application submitted to the HEALTH DEPARTMENT in accordance with this Agreement.

6. The terms of this Agreement may be extended, renewed, amended, or modified only by mutual consent of both parties and until reduced to writing.

7. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.

8. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such condition or provision, or impair the enforcement rights of the parties, their successors and assigns.

9. This agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, agreements, rules, memorandums, letters, or ordinances to the contrary. The HEALTH DEPARTMENT recognizes that any representations, statements or negotiations made by the DISTRICT do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized and signed by an authorized DISTRICT representative. This Agreement shall bind the parties, their assigns and successors in interest.

10. On August 2, 2010, the HEALTH DEPARTMENT shall begin implementation of this Delegation Agreement.

11. This Agreement shall become effective when it is fully executed by both parties. The parties or their duly authorized representatives hereby execute this Agreement.

The parties or their duly authorized representatives hereby execute this Delegation Agreement.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By its Governing Board

By: [Signature]
Chairman

Attested:

Legal Form Approved:

By: Cathy Widnes
District Clerk Asst. Secretary

By: [Signature]
Jennifer Bokankowitz, Esq.

Dated: 5/13/10, 2010

HIGHLANDS COUNTY HEALTH DEPARTMENT

By: [Signature]
Administrator

- Exhibit 1- Chapter 40E-3, F.A.C.
- Exhibit 2- Chapter 62-531, F.A.C., Well Contractor Licensing Requirements
- Exhibit 3- The Department's Water Well Contractor Disciplinary Guidelines and Procedures Manual (October 2002) and the Department's Florida Unified Citation Dictionary for Well Construction (October 2002)
- Exhibit 4- Chapter 62-532, F.A.C., Water Well Permitting and Construction Requirements
- Exhibit 5- Chapter 62-555, F.A.C., Construction of Public Supply Water Wells
- Exhibit 6- Chapter 62-524, F.A.C., Construction of Water Wells in Delineated Areas
- Exhibit 7- Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health
- Exhibit 8- Application form and Completion Report form

DELEGATION AGREEMENT
BETWEEN
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
MIAMI-DADE COUNTY HEALTH DEPARTMENT

PR NO. PR051184

The South Florida Water Management District ("DISTRICT") and the Miami-Dade County Health Department ("HEALTH DEPARTMENT") enter into this Delegation Agreement on August 10, 2005 to accomplish the goals and purposes stated below.

Witnesseth:

I. PARTIES

1. The DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box 24680, 3301 Gun Club Road, West Palm Beach, FL 33416-4680.
2. The HEALTH DEPARTMENT is a unit of the State of Florida Department of Health located at 8323 NW 12th Street, Suite 212, Miami, FL 33125. The Health Department is a person within the meaning of Section 373.019(12), Florida Statutes.
3. Dade County is located within the boundaries of the DISTRICT, and is subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes.

II. AUTHORITY AND PURPOSE OF AGREEMENT

1. The DISTRICT, pursuant Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells.

2. The DISTRICT desires implementation of the water well regulation program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and Regulations duly adopted thereunder.
3. The DISTRICT recognizes that the HEALTH DEPARTMENT has desire and the regulatory experience necessary to implement such water well regulatory program.
4. The DISTRICT has authority pursuant to Sections 373.308 and 373.309, Florida Statutes to delegate, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes, to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes.
5. The purpose of this Agreement is to establish the permitting, compliance and enforcement responsibility of the HEALTH DEPARTMENT associated with the delegation of the water well construction program for all water wells in Miami-Dade County; to establish the responsibilities of the HEALTH DEPARTMENT regarding maintaining adequate levels of administrative, technical and financial capabilities to implement and enforce the program; and to establish responsibilities of the HEALTH DEPARTMENT for reporting to and maintaining communication with the DISTRICT.

In consideration of the benefits to each of the parties, the DISTRICT and the HEALTH DEPARTMENT agree as follows:

III. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to the HEALTH DEPARTMENT its authority to implement and administer the program for regulation of water well construction standards for all water wells in Dade County.
2. The HEALTH DEPARTMENT shall review, evaluate and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in Dade County, pursuant to:
 - a. Chapter 40E-3, F.A.C., which is attached as EXHIBIT 1;
 - b. The rules incorporated in Section 40E-3.3036, F.A.C., which are attached as EXHIBITS 2-6, and
 - c. The August 27, 2004, Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas which is attached as EXHIBIT 7. Official maps of areas delineated pursuant to Section 62-524.430, F.A.C., are available from the department of Environmental Regulation; an informational sketch map of areas delineated in Dade County as of this date is attached as EXHIBIT 8.

3. The HEALTH DEPARTMENT shall use application and permit forms including completion report forms approved for use by the DISTRICT. An application form and a completion report form approved for use by the DISTRICT are attached as EXHIBIT 9.
4. The DISTRICT will continue to review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of water pursuant to Part II of Chapter 373, Florida Statutes.
5. The HEALTH DEPARTMENT will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use permit application has been approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.
6. The HEALTH DEPARTMENT will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its well construction permits. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in Dade County. However, to the extent practical, the DISTRICT will not initiate enforcement action within Dade County without prior communication or coordination with the local program.
7. The DISTRICT will forego implementation of the water well construction permitting program for wells within Dade County.
8. Upon the effective date of this Agreement, the HEALTH DEPARTMENT shall adopt or amend any ordinance, as necessary to implement the provisions of this Agreement. The DISTRICT may adopt a rule amendment implementing the provisions of this Agreement.

IV. REPORTING RESPONSIBILITIES

1. The HEALTH DEPARTMENT will provide to the DISTRICT, on a quarterly basis, a list (hard copy and computer disk) summarizing each well construction permit issued and all well completion reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon), permittee name and address, section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth. The DISTRICT will work with the HEALTH DEPARTMENT to develop a mutually acceptable reporting format.
2. The Project Manager for the DISTRICT is Bill Rasperger and all correspondence and communications from the HEALTH DEPARTMENT shall be directed to him. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.
3. All reports and correspondence required under this agreement shall be sent to:

South Florida Water Management District
Water Use Division
Attn: Bill Rasperger, Specialist Scientific Associate
P.O. Box 24680
West Palm Beach, Florida 33416-4680

V. PROGRAM MANAGEMENT

1. The HEALTH DEPARTMENT shall hire and maintain a staff capable of performing the duties specified in this Agreement. The HEALTH DEPARTMENT shall maintain adequate program funding, staffing and equipment to comply with all statutes, rules and policies pertaining to the delegated water well construction program. Permits shall be required for all wells unless expressly exempt by statute or rule.
2. The HEALTH DEPARTMENT shall assess and retain permit fees for the delegated water well program. Nothing in this Agreement shall preclude the HEALTH DEPARTMENT from assessing administrative fees if it deems it necessary to support review and compliance functions under this Agreement.

VI. PROGRAM OVERSIGHT

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to the HEALTH DEPARTMENT, any pending water well application or issued permits which the HEALTH DEPARTMENT is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by the HEALTH DEPARTMENT or which the HEALTH DEPARTMENT has issued a permit, in cooperation with the HEALTH DEPARTMENT and the applicant.
2. The primary purpose of this program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable rules and statutes, and that appropriate files are being maintained for all delegated responsibilities assumed by the HEALTH DEPARTMENT..

VII. GENERAL PROVISIONS

1. The HEALTH DEPARTMENT is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and the HEALTH DEPARTMENT, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

2. The DISTRICT assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the DISTRICT and the officers, employees, servants and agents thereof. The DISTRICT warrants and represents that it is self-funded for liability insurance, with such protection being applicable to the officers, employees, servants, and agents while acting within the scope of their employment with the DISTRICT. The HEALTH DEPARTMENT and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
3. If either party initiates legal action including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, based upon the fair market value of the services provided.
4. The HEALTH DEPARTMENT shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.
5. Either party may terminate this Agreement at any time upon one hundred twenty (120) days prior written notice to the other party. Within thirty (30) days of a notice of intent to terminate this Agreement, both parties shall make good faith efforts to resolve any basis for the termination. If after 60 days, one or both of the parties to this Agreement still wish to terminate the Agreement, the HEALTH DEPARTMENT shall not accept any further applications under this Agreement. Except as otherwise agree by the parties, the HEALTH DEPARTMENT shall complete processing any pending application submitted to the HEALTH DEPARTMENT in accordance with this Agreement.
6. The terms of this Agreement may be extended, renewed amended or modified only by mutual consent of both parties and until reduced to writing.
7. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.
8. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such condition or provision, or impair the enforcement rights of the parties, their successors and assigns.
9. This agreement states the entire understanding between the parties and supercedes any written or oral representations, statements, negotiations, agreements, rules, memorandums, letter or ordinances to the contrary. The HEALTH DEPARTMENT recognizes that any representations, statements or negotiations made by the DISTRICT do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized and signed by

an authorized DISTRICT representative. This Agreement shall bind the parties, their assigns and successors in interest.

10. The HEALTH DEPARTMENT shall begin implementation of this Delegation Agreement after it is executed by both parties.

11. This Agreement shall become effective when it is fully executed by both parties.

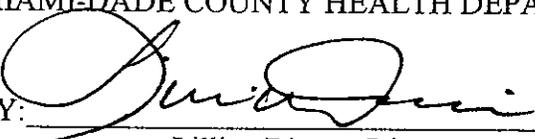
The parties or their duly authorized representatives hereby execute this Agreement.

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

BY: 
Chairman

DATE: 8-10-05

MIAMI-DADE COUNTY HEALTH DEPARTMENT

BY:  *ml*
Lillian Rivera, Director

DATE: 7-6-05

Exhibit 1--Chapter 40E-3, F.A.C.

Exhibit 2--Chapter 62-531, F.A.C., Well Contractor Licensing Requirements

Exhibit 3--The Department's Water Well Contractor Disciplinary Guidelines and Procedures Manual (October 2002) and the Department's Florida Unified Citation Dictionary for Well Construction (October 2002)

Exhibit 4--Chapter 62-532, F.A.C., Water Well Permitting and Construction Requirements

Exhibit 5-- Chapter 62-555, F.A.C., Construction of Public Supply Water Wells

Exhibit 6--Chapter 62-524, F.A.C., Construction of Water Wells in Delineated Areas

Exhibit 7--Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health

Exhibit 8--~~Application form and Completion Report form~~ *

Exhibit 9--Application form and Completion Report form

* Correction: Exhibit 8-Informational Sketch Map of Areas Delineated in Dade County

37

DELEGATION AGREEMENT
BETWEEN
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
ORANGE COUNTY HEALTH DEPARTMENT

PR NO. PR051186

The South Florida Water Management District ("DISTRICT"), the Orange County Health Department ("HEALTH DEPARTMENT") enter into this Delegation Agreement on MARCH 11, 2005 to accomplish the goals and purposes stated below.

Witnesseth:

I. PARTIES

1. The DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box 24680, 3301 Gun Club Road, West Palm Beach, FL 33416-4680.
2. The HEALTH DEPARTMENT is a unit of the State of Florida Department of Health located at 6101 Lake Ellenor Drive, Orlando, Florida 32809. The Health Department is a person within the meaning of Section 373.019(12), Florida Statutes.
3. A portion of Orange County is located within the boundaries of the DISTRICT, and is subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes.

II. AUTHORITY AND PURPOSE OF AGREEMENT

1. The DISTRICT, pursuant Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells.
2. The DISTRICT desires implementation of the water well regulation program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and Regulations duly adopted thereunder.
3. The DISTRICT recognizes that the HEALTH DEPARTMENT has desire and the regulatory experience necessary to implement such water well regulatory program.



4. The DISTRICT has authority pursuant to Sections 373.308 and 373.309, Florida Statutes to delegate, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes, to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes.

5. The purpose of this Agreement is to establish the permitting, compliance and enforcement responsibility of the HEALTH DEPARTMENT associated with the delegation of the water well construction program for all water wells within the DISTRICT's jurisdiction in Orange County; to establish the responsibilities of the HEALTH DEPARTMENT regarding maintaining adequate levels of administrative, technical and financial capabilities to implement and enforce the program; and to establish responsibilities of the HEALTH DEPARTMENT for reporting to and maintaining communication with the DISTRICT.

In consideration of the benefits to each of the parties, the DISTRICT and the HEALTH DEPARTMENT agree as follows:

III. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to the HEALTH DEPARTMENT its authority to implement and administer the program for regulation of water well construction standards for all water wells in the DISTRICT's jurisdiction in Orange County, as shown on Exhibit 1, which is attached and incorporated into this agreement.

2. The HEALTH DEPARTMENT shall review, evaluate and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in the DISTRICT's jurisdiction in Orange County; pursuant to:

a. Chapter 40E-3, F.A.C., which is attached as EXHIBIT 2;

b. The rules incorporated in Section 40E-3.3036, F.A.C., which are attached as EXHIBITS 3-7, and

c. The August 27, 2004, Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas which is attached as EXHIBIT 8. Official maps of areas delineated pursuant to Section 62-524.430, F.A.C., are available from the department of Environmental Regulation; an informational sketch map of areas delineated in Orange County as of this date is attached as EXHIBIT 9.

3. The HEALTH DEPARTMENT shall use application and permit forms including completion report forms approved for use by the DISTRICT. An application form and a completion report form approved for use by the DISTRICT are attached as EXHIBIT 10.

4. The DISTRICT will continue to review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of water pursuant to Part II of Chapter 373, Florida Statutes.

5. The HEALTH DEPARTMENT will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use permit application has been approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.

6. The HEALTH DEPARTMENT will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its well construction permits. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in Orange County. However, to the extent practical, the DISTRICT will not initiate enforcement action within Orange County without prior communication or coordination with the local program.

7. The DISTRICT will forego implementation of the water well construction permitting program for wells within Orange County.

8. Upon the effective date of this Agreement, the HEALTH DEPARTMENT shall adopt or amend any ordinance, as necessary to implement the provisions of this Agreement. The DISTRICT may adopt a rule amendment implementing the provisions of this Agreement.

IV. REPORTING RESPONSIBILITIES

1. The HEALTH DEPARTMENT will provide to the DISTRICT, on a quarterly basis, a list (hard copy and computer disk) summarizing each well construction permit issued and all well completion reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon), permittee name and address, section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth. The DISTRICT will work with the HEALTH DEPARTMENT to develop a mutually acceptable reporting format.

2. The Project Manager for the DISTRICT is Bill Rasperger and all correspondence and communications from the HEALTH DEPARTMENT shall be directed to him. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

3. All reports and correspondence required under this agreement shall be sent to:

South Florida Water Management District
Water Use Division

Attn: Bill Rasperger, Specialist Scientific Associate
P.O. Box 24680
West Palm Beach, Florida 33416-4680

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V. PROGRAM MANAGEMENT

1. The HEALTH DEPARTMENT shall hire and maintain a staff capable of performing the duties specified in this Agreement. The HEALTH DEPARTMENT shall maintain adequate program funding, staffing and equipment to comply with all statutes, rules and policies pertaining to the delegated water well construction program. Permits shall be required for all wells unless expressly exempt by statute or rule.
2. The HEALTH DEPARTMENT shall assess and retain permit fees for the delegated water well program. Nothing in this Agreement shall preclude the HEALTH DEPARTMENT from assessing administrative fees if it deems it necessary to support review and compliance functions under this Agreement.
3. In the event administrative or judicial legal proceedings become necessary for proper implementation of the program or are initiated by an applicant or permittee, the District shall assume the responsibility for such proceedings or, in the alternative, may, at the request of the HEALTH DEPARTMENT, provide the expertise and financial resources necessary to resolve such proceedings.

VI. PROGRAM OVERSIGHT

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to the HEALTH DEPARTMENT, any pending water well application or issued permits which the HEALTH DEPARTMENT is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by the HEALTH DEPARTMENT or which the HEALTH DEPARTMENT has issued a permit, in cooperation with the HEALTH DEPARTMENT and the applicant.
2. The primary purpose of this program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable rules and statutes, and that appropriate files are being maintained for all delegated responsibilities assumed by the HEALTH DEPARTMENT.

VII. GENERAL PROVISIONS

1. The HEALTH DEPARTMENT is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and the HEALTH DEPARTMENT, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

KD

2. The DISTRICT assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the DISTRICT and the officers, employees, servants and agents thereof. The DISTRICT warrants and represents that it is self-funded for liability insurance, with such protection being applicable to the officers, employees, servants, and agents while acting within the scope of their employment with the DISTRICT. The HEALTH DEPARTMENT and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

3. If either party initiates legal action including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, based upon the fair market value of the services provided.

4. The HEALTH DEPARTMENT shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

5. Either party may terminate this Agreement at any time upon one hundred twenty (120) days prior written notice to the other party. Within thirty (30) days of a notice of intent to terminate this Agreement, both parties shall make good faith efforts to resolve any basis for the termination. If after 60 days, one or both of the parties to this Agreement still wish to terminate the Agreement, the HEALTH DEPARTMENT shall not accept any further applications under this Agreement. Except as otherwise agreed by the parties, the HEALTH DEPARTMENT shall complete processing any pending application submitted to the HEALTH DEPARTMENT in accordance with this Agreement.

6. The terms of this Agreement may be extended, renewed, amended or modified only by mutual consent of both parties and until reduced to writing.

7. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.

8. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such condition or provision, or impair the enforcement rights of the parties, their successors and assigns.

9. This agreement states the entire understanding between the parties and supercedes any written or oral representations, statements, negotiations, agreements, rules, memorandums, letter or ordinances to the contrary. The HEALTH DEPARTMENT recognizes that any representations, statements or negotiations made by the DISTRICT do not suffice to legally bind the DISTRICT in a contractual relationship unless they have

been reduced to writing, authorized and signed by an authorized DISTRICT representative. This Agreement shall bind the parties, their assigns and successors in interest.

10. On March 15, 2005 the HEALTH DEPARTMENT shall begin implementation of this Delegation Agreement.

11. This Agreement shall become effective when it is fully executed by both parties.

The parties or their duly authorized representatives hereby execute this Agreement.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

BY: *Heum McBoty*
Chairman

DATE: 5/11/05

ORANGE COUNTY HEALTH DEPARTMENT

BY: *M. McClellan*
Administrator

DATE: 5/11/05

- Exhibit 1--Sketch map of District's jurisdiction in Orange County
- Exhibit 2-- Chapter 40E-3, F.A.C.
- Exhibit 3--Chapter 62-531, F.A.C., Well Contractor Licensing Requirements
- Exhibit 4--The Department's Water Well Contractor Disciplinary Guidelines and Procedures Manual (October 2002) and the Department's Florida Unified Citation Dictionary for Well Construction (October 2002)
- Exhibit 5--Chapter 62-532, F.A.C., Water Well Permitting and Construction Requirements
- Exhibit 6-- Chapter 62-555, F.A.C., Construction of Public Supply Water Wells
- Exhibit 7--Chapter 62-524, F.A.C., Construction of Water Wells in Delineated Areas
- Exhibit 8--Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health

Exhibit 9—Sketch map of delineated areas

Exhibit 10--Application form and Completion Report form

DELEGATION AGREEMENT
BETWEEN
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
OSCEOLA COUNTY & POLK COUNTY HEALTH DEPARTMENTS

PR NO. PR051188

The South Florida Water Management District ("DISTRICT"), the Osceola County Health Department ("OSCEOLA") and the Polk County Health Department ("POLK") enter into this Delegation Agreement dated 5-11-05 to accomplish the goals and purposes stated below.

Witnesseth:

I. PARTIES

1. The DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box 24680, 3301 Gun Club Road, West Palm Beach, FL 33416-4680.

2. The Osceola County Health Department is a unit of the State of Florida Department of Health located at P.O. Box 450309, 1875 Boggy Creek Road, Kissimmee, Florida 34973. It is a person within the meaning of Section 373.019(12), Florida Statutes.

3. The Polk County Health Department is a unit of the State of Florida Department of Health located at 1290 Golfview Avenue, Bartow, Florida 33830. It is a person within the meaning of Section 373.019(12), Florida Statutes.

4. OSCEOLA AND POLK are located within the boundaries of the DISTRICT, and are subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes.

II. AUTHORITY AND PURPOSE OF AGREEMENT

1. The DISTRICT, pursuant Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells.

2. The DISTRICT desires implementation of the water well regulation program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and Regulations duly adopted thereunder.
3. The DISTRICT has authority pursuant to Sections 373.308 and 373.309, Florida Statutes to delegate, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes, to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes.
4. The DISTRICT recognizes that POLK has the desire to facilitate implementation of such water well regulatory program in Polk County, but does not presently have the regulatory experience or resources necessary to implement it. The DISTRICT recognizes that OSCEOLA has implemented such water well regulatory program in Osceola County since 1999, has the experience necessary to extend the program to nearby geographic areas, and is willing to implement the program in the portion of Polk County located within the jurisdiction of the DISTRICT. POLK concurs with the delegation to OSCEOLA of the water well regulatory program in the portion of Polk County located within the DISTRICT.
5. The purpose of this Agreement is to establish the permitting, compliance and enforcement responsibility of OSCEOLA associated with the delegation of the water well construction program for all water wells in Polk County and to establish the responsibilities of the OSCEOLA regarding maintaining adequate levels of administrative, technical and financial capabilities to implement and enforce the program; and to establish responsibilities of the OSCEOLA for reporting to and maintaining communication with the DISTRICT regarding implementation of the program in Polk County..

In consideration of the benefits to each of the parties, the DISTRICT, OSCEOLA and POLK agree as follows:

III. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to OSCEOLA its authority to implement and administer the program for regulation of water well construction standards for all water wells in the portions of Polk County within the DISTRICT'S jurisdiction, which are shown on EXHIBIT 1, which is attached.
2. OSCEOLA shall review, evaluate and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in Polk County, pursuant to:
 - a. Chapter 40E-3, F.A.C., which is attached as EXHIBIT 1;

b. The rules incorporated in Section 40E-3.3036, F.A.C., which are attached as EXHIBITS 2-6, and

c. The August 27, 2004, Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas which is attached as EXHIBIT 7. Official maps of areas delineated pursuant to Section 62-524.430, F.A.C., are available from the Department of Environmental Regulation; an informational sketch map of areas delineated in Polk County as of this date is attached as EXHIBIT 8.

3. OSCEOLA shall use application and permit forms including completion report forms approved for use by the DISTRICT. An application form and a completion report form approved for use by the DISTRICT are attached as EXHIBIT 10.

4. The DISTRICT will continue to review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of water pursuant to Part II of Chapter 373, Florida Statutes.

5. OSCEOLA will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use permit application has been approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.

6. OSCEOLA will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its well construction permits. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in the portions of Polk County within the DISTRICT'S jurisdiction. However, to the extent practical, the DISTRICT will not initiate enforcement action within those areas without prior communication or coordination with the local program.

7. The DISTRICT will forego implementation of the water well construction permitting program for wells within the portions of Polk County within the DISTRICT'S jurisdiction.

8. Upon the effective date of this Agreement, OSCEOLA shall adopt or amend any ordinance, as necessary to implement the provisions of this Agreement. The DISTRICT may adopt a rule amendment implementing the provisions of this Agreement.

IV. REPORTING RESPONSIBILITIES

1. OSCEOLA will provide to the DISTRICT, on a quarterly basis, a list (hard copy and computer disk) summarizing each well construction permit issued and all well completion

reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon), permittee name and address section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth. The DISTRICT will work with OSCEOLA to develop a mutually acceptable reporting format.

2. The Project Manager for the DISTRICT is Bill Rasperger and all correspondence and communications from OSCEOLA shall be directed to him. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

3. All reports and correspondence required under this agreement shall be sent to:

South Florida Water Management District
Water Use Division
Attn: Bill Rasperger, Specialist Scientific Associate
P.O. Box 24680
West Palm Beach, Florida 33416-4680

V. PROGRAM MANAGEMENT

1. OSCEOLA shall hire and maintain a staff capable of performing the duties specified in this Agreement. OSCEOLA shall maintain adequate program funding, staffing and equipment to comply with all statutes, rules and policies pertaining to the delegated water well construction program. Permits shall be required for all wells unless expressly exempt by statute or rule.

2. OSCEOLA shall assess and retain permit fees for the delegated water well program. Nothing in this Agreement shall preclude OSCEOLA from assessing administrative fees if it deems it necessary to support review and compliance functions under this Agreement.

VI. PROGRAM OVERSIGHT

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to OSCEOLA, any pending water well application or issued permits OSCEOLA is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by OSCEOLA or which OSCEOLA has issued a permit, in cooperation with the OSCEOLA and the applicant.

2. The primary purpose of this program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in

accordance with applicable rules and statutes, and that appropriate files are being maintained for all delegated responsibilities assumed by OSCEOLA.

VII. GENERAL PROVISIONS

1. OSCEOLA is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and OSCEOLA, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.
2. The DISTRICT assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the DISTRICT and the officers, employees, servants and agents thereof. The DISTRICT warrants and represents that it is self-funded for liability insurance, with such protection being applicable to the officers, employees, servants, and agents while acting within the scope of their employment with the DISTRICT. OSCEOLA and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
3. If either party initiates legal action including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, based upon the fair market value of the services provided.
4. OSCEOLA shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.
5. Either party may terminate this Agreement at any time upon one hundred twenty (120) days prior written notice to the other party. Within thirty (30) days of a notice of intent to terminate this Agreement, both parties shall make good faith efforts to resolve any basis for the termination. If after 60 days, one or both of the parties to this Agreement still wish to terminate the Agreement, OSCEOLA shall not accept any further applications under this Agreement. Except as otherwise agree by the parties, OSCEOLA shall complete processing any pending application submitted to OSCEOLA in accordance with this Agreement.
6. The terms of this Agreement may be extended, renewed amended or modified only by mutual consent of both parties and until reduced to writing.
7. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full

force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.

8. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such condition or provision, or impair the enforcement rights of the parties, their successors and assigns.

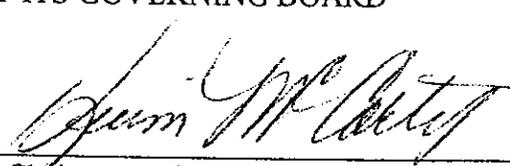
9. This agreement states the entire understanding between the parties and supercedes any written or oral representations, statements, negotiations, agreements, rules, memorandums, letter or ordinances to the contrary. OSCEOLA recognizes that any representations, statements or negotiations made by the DISTRICT do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized and signed by an authorized DISTRICT representative. This Agreement shall bind the parties, their assigns and successors in interest.

10. This Agreement shall become effective when it is fully executed by both parties.

The parties or their duly authorized representatives hereby execute this Agreement.

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

BY: _____

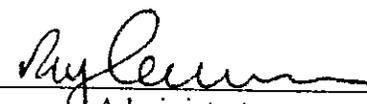

Chairman

DATE: _____

3/11/05

OSCEOLA COUNTY HEALTH DEPARTMENT

BY: _____


Administrator

DATE: _____

03 2805

BY: Daniel Haight, MD
Administrator - 2002

DATE: 3/14/05

- Exhibit 1--Chapter 40E-3, F.A.C.
- Exhibit 2--Chapter 62-531, F.A.C., Well Contractor Licensing Requirements
- Exhibit 3--The Department's Water Well Contractor Disciplinary Guidelines and Procedures Manual (October 2002) and the Department's Florida Unified Citation Dictionary for Well Construction (October 2002)
- Exhibit 4--Chapter 62-532, F.A.C., Water Well Permitting and Construction Requirements
- Exhibit 5-- Chapter 62-555, F.A.C., Construction of Public Supply Water Wells
- Exhibit 6--Chapter 62-524, F.A.C., Construction of Water Wells in Delineated Areas
- Exhibit 7--August 27, 2004, Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health
- Exhibit 8--Delineated Areas
- Exhibit 9--Application form and Completion Report form

DELEGATION AGREEMENT
BETWEEN
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
PALM BEACH COUNTY HEALTH DEPARTMENT

SFWMD ORDER NO. PR 050265

The South Florida Water Management District ("DISTRICT") and the Palm Beach County Health Department ("HEALTH DEPARTMENT") enter into this Delegation Agreement on 5-11-05 to accomplish the goals and purposes stated below.

Witnesseth:

I. PARTIES

1. The DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box 24680, 3301 Gun Club Road, West Palm Beach, FL 33416-4680.
2. The HEALTH DEPARTMENT is a unit of the State of Florida Department of Health located at P.O. Box 29 Evernia Street, West Palm Beach, Florida 33402. The Health Department is a person within the meaning of Section 373.019(12), Florida Statutes.
3. Palm Beach County is located within the boundaries of the DISTRICT, and is subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes.

II. AUTHORITY AND PURPOSE OF AGREEMENT

1. The DISTRICT, pursuant Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells.
2. The DISTRICT desires implementation of the water well regulation program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and Regulations duly adopted thereunder.
3. The DISTRICT recognizes that the HEALTH DEPARTMENT has desire and the regulatory experience necessary to implement such water well regulatory program.

4. The DISTRICT has authority pursuant to Sections 373.308 and 373.309, Florida Statutes to delegate, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes, to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes.

5. The purpose of this Agreement is to establish the permitting, compliance and enforcement responsibility of the HEALTH DEPARTMENT associated with the delegation of the water well construction program for all water wells in Palm Beach County; to establish the responsibilities of the HEALTH DEPARTMENT regarding maintaining adequate levels of administrative, technical and financial capabilities to implement and enforce the program; and to establish responsibilities of the HEALTH DEPARTMENT for reporting to and maintaining communication with the DISTRICT.

In consideration of the benefits to each of the parties, the DISTRICT and the HEALTH DEPARTMENT agree as follows:

III. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to the HEALTH DEPARTMENT its authority to implement and administer the program for regulation of water well construction standards for all water wells in Palm Beach County.

2. The HEALTH DEPARTMENT shall review, evaluate and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in Palm Beach County, pursuant to:

a. Chapter 40E-3, F.A.C., which is attached as EXHIBIT 1;

b. The rules incorporated in Section 40E-3.3036, F.A.C., which are attached as EXHIBITS 2-6, and

c. The August 27, 2004, Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas which is attached as EXHIBIT 7. Official maps of areas delineated pursuant to Section 62-524.430, F.A.C., are available from the department of Environmental Regulation.

3. The HEALTH DEPARTMENT shall use application and permit forms including completion report forms approved for use by the DISTRICT. An application form and a completion report form approved for use by the DISTRICT are attached as EXHIBIT 8.

4. The DISTRICT will continue to review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of water pursuant to Part II of Chapter 373, Florida Statutes.

5. The HEALTH DEPARTMENT will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use permit application has been approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.

6. The HEALTH DEPARTMENT will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its well construction permits. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in Palm Beach County. However, to the extent practical, the DISTRICT will not initiate enforcement action within Palm Beach County without prior communication or coordination with the local program.

7. The DISTRICT will forego implementation of the water well construction permitting program for wells within Palm Beach County.

8. Upon the effective date of this Agreement, the HEALTH DEPARTMENT shall ensure the county adopts or amends any ordinance, as necessary to implement the provisions of this Agreement. The DISTRICT may adopt a rule amendment implementing the provisions of this Agreement.

IV. REPORTING RESPONSIBILITIES

1. The HEALTH DEPARTMENT will provide to the DISTRICT, on a quarterly basis, a list (hard copy and computer disk) summarizing each well construction permit issued and all well completion reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon), permittee name and address, section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth. The DISTRICT will work with the HEALTH DEPARTMENT to develop a mutually acceptable reporting format.

2. The Project Manager for the DISTRICT is Bill Rasperger and all correspondence and communications from the HEALTH DEPARTMENT shall be directed to him. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

3. All reports and correspondence required under this agreement shall be sent to:

South Florida Water Management District
Water Use Division
Attn: Bill Rasperger, Specialist Scientific Associate
P.O. Box 24680
West Palm Beach, Florida 33416-4680

V. PROGRAM MANAGEMENT

1. The HEALTH DEPARTMENT shall hire and maintain a staff capable of performing the duties specified in this Agreement. The HEALTH DEPARTMENT shall maintain adequate program funding, staffing and equipment to comply with all statutes, rules and policies pertaining to the delegated water well construction program. Permits shall be required for all wells unless expressly exempt by statute or rule.
2. The HEALTH DEPARTMENT shall assess and retain permit fees for the delegated water well program. Nothing in this Agreement shall preclude the HEALTH DEPARTMENT from assessing administrative fees if it deems it necessary to support review and compliance functions under this Agreement.
3. In the event administrative or judicial legal proceedings become necessary for proper implementation of the program or are initiated by an applicant or permittee, the District shall assume the responsibility for such proceedings or, in the alternative, may, at the request of the HEALTH DEPARTMENT, provide the expertise and financial resources necessary to resolve such proceedings.

VI. PROGRAM OVERSIGHT

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to the HEALTH DEPARTMENT, any pending water well application or issued permits which the HEALTH DEPARTMENT is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by the HEALTH DEPARTMENT or which the HEALTH DEPARTMENT has issued a permit, in cooperation with the HEALTH DEPARTMENT and the applicant.
2. The primary purpose of this program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable rules and statutes, and that appropriate files are being maintained for all delegated responsibilities assumed by the HEALTH DEPARTMENT.

VII. GENERAL PROVISIONS

1. The HEALTH DEPARTMENT is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and the HEALTH DEPARTMENT, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.
2. The DISTRICT assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the DISTRICT and the officers, employees, servants and agents thereof. The DISTRICT warrants and represents that it is self-funded for liability insurance, with such protection being applicable to the

officers, employees, servants, and agents while acting within the scope of their employment with the DISTRICT. The HEALTH DEPARTMENT and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

3. If either party initiates legal action including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, based upon the fair market value of the services provided.

4. The HEALTH DEPARTMENT shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

5. Either party may terminate this Agreement at any time upon one hundred twenty (120) days prior written notice to the other party. Within thirty (30) days of a notice of intent to terminate this Agreement, both parties shall make good faith efforts to resolve any basis for the termination. If after 60 days, one or both of the parties to this Agreement still wish to terminate the Agreement, the HEALTH DEPARTMENT shall not accept any further applications under this Agreement. Except as otherwise agreed by the parties, the HEALTH DEPARTMENT shall complete processing any pending application submitted to the HEALTH DEPARTMENT in accordance with this Agreement.

6. The terms of this Agreement may be extended, renewed, amended or modified only by mutual consent of both parties and until reduced to writing.

7. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.

8. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such condition or provision, or impair the enforcement rights of the parties, their successors and assigns.

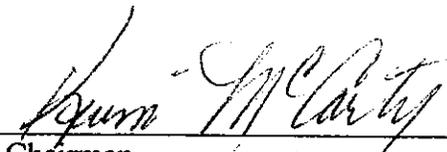
9. This agreement states the entire understanding between the parties and supercedes any written or oral representations, statements, negotiations, agreements, rules, memorandums, letter or ordinances to the contrary. The HEALTH DEPARTMENT recognizes that any representations, statements or negotiations made by the DISTRICT do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized and signed by an authorized DISTRICT representative. This Agreement shall bind the parties, their assigns and successors in interest.

10. On 7/1/05 the HEALTH DEPARTMENT shall begin implementation of this Delegation Agreement.

11. This Agreement shall become effective when it is fully executed by both parties.

The parties or their duly authorized representatives hereby execute this Agreement.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

BY: 
Chairman

DATE: 5/11/05

PALM BEACH COUNTY HEALTH DEPARTMENT

BY: 
Administrator

DATE: 5/2/05

Exhibit 1--Chapter 40E-3, F.A.C.

Exhibit 2--Chapter 62-531, F.A.C., Well Contractor Licensing Requirements

Exhibit 3--The Department's Water Well Contractor Disciplinary Guidelines and Procedures Manual (October 2002) and the Department's Florida Unified Citation Dictionary for Well Construction (October 2002)

Exhibit 4--Chapter 62-532, F.A.C., Water Well Permitting and Construction Requirements

Exhibit 5-- Chapter 62-555, F.A.C., Construction of Public Supply Water Wells

Exhibit 6--Chapter 62-524, F.A.C., Construction of Water Wells in Delineated Areas

Exhibit 7--Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health

Exhibit 8--Application form and Completion Report form

AMENDMENT TO
THE WATER WELL CONSTRUCTION PERMIT PROGRAM
DELEGATION AGREEMENT
BETWEEN
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
THE CITY OF CAPE CORAL

PR NO. PR050266

The South Florida Water Management District (“DISTRICT”) and the City of Cape Coral (“CITY” or “CAPE CORAL”) enter into this Amendment to the Delegation Agreement dated October 10, 1986, which has been incorporated by reference into Rule 40E-3.035, F.A.C., to accomplish the goals and purposes stated below.

Witnesseth:

I. PARTIES

1. The DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box 24680, 3301 Gun Club Road, West Palm Beach, FL 33416-4680.

2. CAPE CORAL is a political subdivision of the State of Florida located at Public Works, SW 20th Ave, Cape Coral, P.O. Box 150027, FL 33915. CAPE CORAL is a person within the meaning of Section 373.019(12), Florida Statutes.

3. CAPE CORAL is located within the boundaries of the DISTRICT, and is subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes.

II. AUTHORITY AND PURPOSE OF AGREEMENT

1. The DISTRICT, pursuant Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells.

2. The DISTRICT desires implementation of the water well regulation program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and Regulations duly adopted thereunder.

3. The DISTRICT has authority pursuant to Sections 373.308 and 373.309, Florida Statutes, to delegate to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes.
4. The DISTRICT recognizes that CAPE CORAL has desire and the regulatory experience necessary to implement such water well regulatory program and has delegated implementation of the water well regulation program to CAPE CORAL since 1986.
5. The purpose of this Agreement is to reaffirm and update the permitting, compliance and enforcement responsibility of CAPE CORAL associated with the delegation of the water well construction program for all water wells in CAPE CORAL; to establish the responsibilities of CAPE CORAL regarding maintaining adequate levels of administrative, technical and financial capabilities to implement and enforce the program; and to establish responsibilities of CAPE CORAL for reporting to and maintaining communication with the DISTRICT.

In consideration of the benefits to each of the parties, the DISTRICT and CAPE CORAL agree as follows:

III. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to CAPE CORAL its authority to implement and administer the program for regulation of water well construction standards for all water wells in CAPE CORAL.
2. CAPE CORAL shall review, evaluate and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in CAPE CORAL, pursuant to:
 - a. Chapter 40E-3, F.A.C., which is attached as EXHIBIT 1;
 - b. The rules incorporated in Section 40E-3.3036, F.A.C., which are attached as EXHIBITS 2-6, and
 - c. The August 27, 2004, Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas which is attached as EXHIBIT 7. Official maps of areas delineated pursuant to Section 62-524.430, F.A.C., are available from the Department of Environmental Regulation.
3. CAPE CORAL shall use application and permit forms including completion report forms approved for use by the DISTRICT. An application form and a completion report form approved for use by the DISTRICT are attached as EXHIBIT 8.

4. The DISTRICT will continue to review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of water pursuant to Part II of Chapter 373, Florida Statutes.

5. CAPE CORAL will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use permit application has been approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.

6. CAPE CORAL will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its well construction permits. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in CAPE CORAL. However, to the extent practical, the DISTRICT will not initiate enforcement action within CAPE CORAL without prior communication or coordination with the local program.

7. The DISTRICT will forego implementation of the water well construction permitting program for wells within CAPE CORAL.

8. Upon the effective date of this Agreement, CAPE CORAL shall adopt or amend any ordinance, as necessary to implement the provisions of this Agreement. The DISTRICT may adopt a rule amendment implementing the provisions of this Agreement.

IV. REPORTING RESPONSIBILITIES

1. CAPE CORAL will provide to the DISTRICT, on a quarterly basis, a list (hard copy and computer disk) summarizing each well construction permit issued and all well completion reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon), permittee name and address section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth. The DISTRICT will work with CAPE CORAL to develop a mutually acceptable reporting format.

2. The Project Manager for the DISTRICT is Bill Raspberger and all correspondence and communications from CAPE CORAL shall be directed to him. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

3. All reports and correspondence required under this agreement shall be sent to:

South Florida Water Management District
Water Use Division
Attn: Bill Raspberger, Specialist Scientific Associate
P.O. Box 24680

V. PROGRAM MANAGEMENT

1. CAPE CORAL shall hire and maintain a staff capable of performing the duties specified in this Agreement. CAPE CORAL shall maintain adequate program funding, staffing and equipment to comply with all statutes, rules and policies pertaining to the delegated water well construction program. Permits shall be required for all wells unless expressly exempt by statute or rule.
2. CAPE CORAL shall assess and retain permit fees for the delegated water well program. Nothing in this Agreement shall preclude CAPE CORAL from assessing administrative fees if it deems it necessary to support review and compliance functions under this Agreement.

VI. PROGRAM OVERSIGHT

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to CAPE CORAL, any pending water well application or issued permits which CAPE CORAL is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by CAPE CORAL or which CAPE CORAL has issued a permit, in cooperation with CAPE CORAL and the applicant.
2. The primary purpose of this program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable rules and statutes, and that appropriate files are being maintained for all delegated responsibilities assumed by CAPE CORAL..

VII. GENERAL PROVISIONS

1. CAPE CORAL is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and CAPE CORAL, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.
2. The DISTRICT assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the DISTRICT and the officers, employees, servants and agents thereof. The DISTRICT warrants and represents that it is self-funded for liability insurance, with such protection being applicable to the officers, employees, servants, and agents while acting within the scope of their employment with the DISTRICT. CAPE CORAL and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; (3) a waiver of

sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

3. If either party initiates legal action including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, based upon the fair market value of the services provided.
4. CAPE CORAL shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.
5. Either party may terminate this Agreement at any time upon one hundred twenty (120) days prior written notice to the other party. Within thirty (30) days of a notice of intent to terminate this Agreement, both parties shall make good faith efforts to resolve any basis for the termination. If after 60 days, one or both of the parties to this Agreement still wish to terminate the Agreement, CAPE CORAL shall not accept any further applications under this Agreement. Except as otherwise agreed by the parties, CAPE CORAL shall complete processing any pending application submitted to CAPE CORAL in accordance with this Agreement.
6. The terms of this Agreement may be extended, renewed, amended or modified only by mutual consent of both parties and until reduced to writing.
7. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.
8. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such condition or provision, or impair the enforcement rights of the parties, their successors and assigns.
9. This agreement states the entire understanding between the parties and supercedes any written or oral representations, statements, negotiations, agreements, rules, memorandums, letters or ordinances to the contrary. CAPE CORAL recognizes that any representations, statements or negotiations made by the DISTRICT do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized and signed by an authorized DISTRICT representative. This Agreement shall bind the parties, their assigns and successors in interest.
10. This Agreement shall become effective when it is fully executed by both parties.

The parties or their duly authorized representatives hereby execute this Agreement.

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

BY: *Della Bagrie*
Chairman

DATE: *8-10-05*

CITY OF CAPE CORAL

BY: *Eric K. ...*
Mayor

DATE: *6-1-05*

- Exhibit 1--Chapter 40E-3, F.A.C.
- Exhibit 2--Chapter 62-531, F.A.C., Well Contractor Licensing Requirements
- Exhibit 3--The Department's Water Well Contractor Disciplinary Guidelines and Procedures Manual (October 2002) and the Department's Florida Unified Citation Dictionary for Well Construction (October 2002)
- Exhibit 4--Chapter 62-532, F.A.C., Water Well Permitting and Construction Requirements
- Exhibit 5-- Chapter 62-555, F.A.C., Construction of Public Supply Water Wells
- Exhibit 6--Chapter 62-524, F.A.C., Construction of Water Wells in Delineated Areas
- Exhibit 7--Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health
- Exhibit 8—Application form and Completion Report form

AMENDMENT TO
THE WATER WELL CONSTRUCTION PERMIT PROGRAM
DELEGATION AGREEMENT
BETWEEN
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
COLLIER COUNTY

SFWMD ORDER NO. PR050262

The South Florida Water Management District ("DISTRICT") and Collier County (COUNTY or COLLIER COUNTY) enter into this Amendment to the Delegation Agreement dated February 5, 1985, and amended on February 28, 1989, which has been incorporated by reference into Rule 40E-3.035, F.A.C., to accomplish the goals and purposes stated below.

Witnesseth:

I. PARTIES

1. The DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box 24680, 3301 Gun Club Road, West Palm Beach, FL 33416-4680.
2. COLLIER COUNTY is a political subdivision of the State of Florida located at 3301 East Tamiami Trail, Building F, 3rd Floor, Naples, Florida 34112. The COUNTY is a person within the meaning of Section 373.019(12), Florida Statutes.
3. COLLIER COUNTY is located within the boundaries of the DISTRICT, and is subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes.

II. AUTHORITY AND PURPOSE OF AGREEMENT

1. The DISTRICT, pursuant Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells.
2. The DISTRICT desires implementation of the water well regulation program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and Regulations duly adopted thereunder.

3. The DISTRICT has authority pursuant to Sections 373.308 and 373.309, Florida Statutes, to delegate to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes.
4. The DISTRICT recognizes that the COUNTY has desire and the regulatory experience necessary to implement such water well regulatory program and has delegated implementation of the water well regulation program to the COUNTY since 1985.
5. The purpose of this Agreement is to reaffirm and update the permitting, compliance and enforcement responsibility of COLLIER COUNTY associated with the delegation of the water well construction program for all water wells in the COUNTY; to establish the responsibilities of COLLIER COUNTY regarding maintaining adequate levels of administrative, technical and financial capabilities to implement and enforce the program; and to establish responsibilities of COLLIER COUNTY for reporting to and maintaining communication with the DISTRICT.

In consideration of the benefits to each of the parties, the DISTRICT and COLLIER COUNTY agree as follows:

III. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to COLLIER COUNTY its authority to implement and administer the program for regulation of water well construction standards for all water wells in the COUNTY.
2. COLLIER COUNTY shall review, evaluate and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in Collier County, pursuant to:
 - a. Chapter 40E-3, F.A.C., which is attached as EXHIBIT 1;
 - b. The rules incorporated in Section 40E-3.3036, F.A.C., which are attached as EXHIBITS 2-6, and
 - c. The August 27, 2004, Interagency Agreement between The Department of Environmental Protection and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas which is attached as EXHIBIT 7. Official maps of areas delineated pursuant to Section 62-524.430, F.A.C., are available from the Department of Environmental Protection.
3. COLLIER COUNTY shall use application and permit forms including completion report forms approved for use by the DISTRICT. An application form and a completion report form approved for use by the DISTRICT are attached as EXHIBIT 8.

4. The DISTRICT will continue to review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of water pursuant to Part II of Chapter 373, Florida Statutes.
5. COLLIER COUNTY will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use permit application has been approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.
6. COLLIER COUNTY will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its well construction permits. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in the COUNTY. However, to the extent practical, the DISTRICT will not initiate enforcement action within the COUNTY without prior communication or coordination with the local program.
7. The DISTRICT will forego implementation of the water well construction-permitting program for wells within COLLIER COUNTY.
8. Upon the effective date of this Agreement, COLLIER COUNTY shall adopt or amend any ordinance, as necessary to implement the provisions of this Agreement. The DISTRICT may adopt a rule amendment implementing the provisions of this Agreement.

IV. REPORTING RESPONSIBILITIES

1. COLLIER COUNTY will provide to the DISTRICT, on a quarterly basis, a list (hard copy and computer disk) summarizing each well construction permit issued and all well completion reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon), permittee name and address section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth. The DISTRICT will work with COLLIER COUNTY to develop a mutually acceptable reporting format.
2. The Project Manager for the DISTRICT is Bill Rasperger and all correspondence and communications from COLLIER COUNTY shall be directed to him. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.
3. All reports and correspondence required under this agreement shall be sent to:

South Florida Water Management District
Water Use Division, Attn: Bill Rasperger

Specialist Scientific Associate,
P.O. Box 24680
West Palm Beach, Florida 33416-4680

4. All correspondence required under this agreement shall be sent to Engineering Services Department of the Community Development and Environmental Services, 2800 North Horseshoe Drive, Naples, Florida 34104.

V. PROGRAM MANAGEMENT

1. COLLIER COUNTY shall hire and maintain a staff capable of performing the duties specified in this Agreement. COLLIER COUNTY shall maintain adequate program funding, staffing and equipment to comply with all statutes, rules and policies pertaining to the delegated water well construction program. Permits shall be required for all wells unless expressly exempt by statute or rule.

2. COLLIER COUNTY shall assess and retain permit fees for the delegated water well program. Nothing in this Agreement shall preclude COLLIER COUNTY from assessing administrative fees if it deems it necessary to support review and compliance functions under this Agreement.

VI. PROGRAM OVERSIGHT

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to COLLIER COUNTY, any pending water well application or issued permits, which COLLIER COUNTY is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by COLLIER COUNTY or which COLLIER COUNTY has issued a permit, in cooperation with COLLIER COUNTY and the applicant.

2. The primary purpose of this program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable rules and statutes, and that appropriate files are being maintained for all delegated responsibilities assumed by COLLIER COUNTY.

VII. GENERAL PROVISIONS

1. COLLIER COUNTY is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and COLLIER COUNTY, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

2. The DISTRICT assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the DISTRICT and the officers,

employees, servants and agents thereof. The DISTRICT warrants and represents that it is self-funded for liability insurance, with such protection being applicable to the officers, employees, servants, and agents while acting within the scope of their employment with the DISTRICT. COLLIER COUNTY and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

3. If either party initiates legal action including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, based upon the fair market value of the services provided.
4. COLLIER COUNTY shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.
5. Either party may terminate this Agreement at any time upon one hundred twenty (120) days prior written notice to the other party. Within thirty (30) days of a notice of intent to terminate this Agreement, both parties shall make good faith efforts to resolve any basis for the termination. If after 60 days, one or both of the parties to this Agreement still wish to terminate the Agreement, COLLIER COUNTY shall not accept any further applications under this Agreement. Except as otherwise agreed by the parties, COLLIER COUNTY shall complete processing any pending application submitted to COLLIER COUNTY in accordance with this Agreement.
6. The terms of this Agreement may be extended renewed amended or modified only by mutual consent of both parties and until reduced to writing.
7. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.
8. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such condition or provision, or impair the enforcement rights of the parties, their successors and assigns.
9. This agreement states the entire understanding between the parties and supercedes any written or oral representations, statements, negotiations, agreements, rules, memorandums, letter or ordinances to the contrary. COLLIER COUNTY recognizes that any representations, statements or negotiations made by the DISTRICT do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized and signed by an

authorized DISTRICT representative. This Agreement shall bind the parties, their assigns and successors in interest.

10. This Agreement shall become effective when it is fully executed by both parties.

The parties or their duly authorized representatives hereby execute this Agreement.

ATTEST:

DWIGHT E. BROCK, CLERK

by: *Dwight E. Brock*
Deputy Clerk

Attest as to Chairman's signature only.
Approved as to form and legal sufficiency:

Jennifer A. Belpedio
Jennifer A. Belpedio
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: *Fred W. Coyle*
FRED W. COYLE, Chairman

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

BY: (See page 6a)
Chairman

DATE: _____

authorized DISTRICT representative. This Agreement shall bind the parties, their assigns and successors in interest.

10. This Agreement shall become effective when it is fully executed by both parties.

The parties or their duly authorized representatives hereby execute this Agreement.

ATTEST:

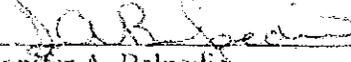
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

Deputy Clerk

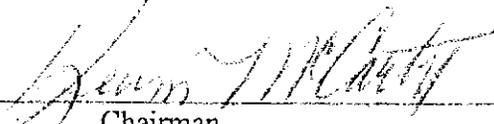
By: _____
FRED W. COYLE, Chairman

Approved as to form and legal sufficiency:



Jennifer A. Belpedio
Assistant County Attorney

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

BY: 

Chairman

DATE: 

6a

- Exhibit 1--Chapter 40E-3, F.A.C.
- Exhibit 2--Chapter 62-531, F.A.C., Well Contractor Licensing Requirements
- Exhibit 3--The Department's Water Well Contractor Disciplinary Guidelines and Procedures Manual (October 2002) and the Department's Florida Unified Citation Dictionary for Well Construction (October 2002)
- Exhibit 4--Chapter 62-532, F.A.C., Water Well Permitting and Construction Requirements
- Exhibit 5-- Chapter 62-555, F.A.C., Construction of Public Supply Water Wells
- Exhibit 6--Chapter 62-524, F.A.C., Construction of Water Wells in Delineated Areas
- Exhibit 7--Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health
- Exhibit 8—Application form and Completion Report form

AMENDMENT TO
THE WATER WELL CONSTRUCTION PERMIT PROGRAM
DELEGATION AGREEMENT
BETWEEN
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
HENDRY COUNTY HEALTH DEPARTMENT

PR NO. PR050261

The South Florida Water Management District ("DISTRICT") and the Hendry County Health Department (HEALTH DEPARTMENT) enter into this Amendment to the Delegation Agreement dated September 14, 2000, which has been incorporated by reference into Rule 40E-3.035, F.A.C., to accomplish the goals and purposes stated below.

Witnesseth:

I. PARTIES

1. The DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box 24680, 3301 Gun Club Road, West Palm Beach, FL 33416-4680.
2. The HEALTH DEPARTMENT is a unit of the State of Florida Department of Health located at P.O. Box 70, 1140 Pratt Boulevard, La Belle, Florida 33975. The COUNTY is a person within the meaning of Section 373.019(12), Florida Statutes.
3. The HEALTH DEPARTMENT is located within the boundaries of the DISTRICT, and is subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes.

II. AUTHORITY AND PURPOSE OF AGREEMENT

1. The DISTRICT, pursuant Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells.
2. The DISTRICT desires implementation of the water well regulation program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and Regulations duly adopted thereunder.

1

COPY
Original In Clerk's Office

DEPARTMENT OF HEALTH
APR 04 2005
04 2005

3. The DISTRICT has authority pursuant to Sections 373.308 and 373.309, Florida Statutes, to delegate to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes.

4. The DISTRICT recognizes that the HEALTH DEPARTMENT has the desire and regulatory experience necessary to implement such water well regulatory program and has delegated implementation of the water well regulation program to the HEALTH DEPARTMENT since 2000.

5. The purpose of this Agreement is to reaffirm and update the permitting, compliance and enforcement responsibility of the HEALTH DEPARTMENT associated with the delegation of the water well construction program for all water wells in Hendry County and to establish the responsibilities of the HEALTH DEPARTMENT regarding maintaining adequate levels of administrative, technical and financial capabilities to implement and enforce the program; and to establish responsibilities of the HEALTH DEPARTMENT for reporting to and maintaining communication with the DISTRICT.

In consideration of the benefits to each of the parties, the DISTRICT and the HEALTH DEPARTMENT agree as follows:

III. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to the HEALTH DEPARTMENT its authority to implement and administer the program for regulation of water well construction standards for all water wells in Hendry County.

2. The HEALTH DEPARTMENT shall review, evaluate and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in Hendry County, pursuant to:

a. Chapter 40E-3, F.A.C., which is attached as EXHIBIT 1;

b. The rules incorporated in Section 40E-3.3036, F.A.C., which are attached as EXHIBITS 2-6, and

c. The August 27, 2004, Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas which is attached as EXHIBIT 7. Official maps of areas delineated pursuant to Section 62-524.430, F.A.C., are available from the Department of Environmental Regulation.

3. The HEALTH DEPARTMENT shall use application and permit forms including completion report forms approved for use by the DISTRICT. An application form and a completion report form approved for use by the DISTRICT are attached as EXHIBIT 8.
4. The DISTRICT will continue to review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of water pursuant to Part II of Chapter 373, Florida Statutes.
5. The HEALTH DEPARTMENT will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use permit application has been approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.
6. The HEALTH DEPARTMENT will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its well construction permits. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in Hendry. However, to the extent practical, the DISTRICT will not initiate enforcement action within Hendry County without prior communication or coordination with the local program.
7. The DISTRICT will forego implementation of the water well construction permitting program for wells within the HEALTH DEPARTMENT.
8. Upon the effective date of this Agreement, the HEALTH DEPARTMENT shall adopt or amend any ordinance, as necessary to implement the provisions of this Agreement. The DISTRICT may adopt a rule amendment implementing the provisions of this Agreement.

IV. REPORTING RESPONSIBILITIES

1. The HEALTH DEPARTMENT will provide to the DISTRICT, on a quarterly basis, a list (hard copy and computer disk) summarizing each well construction permit issued and all well completion reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon), permittee name and address section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth. The DISTRICT will work with the HEALTH DEPARTMENT to develop a mutually acceptable reporting format.
2. The Project Manager for the DISTRICT is Bill Raspberger and all correspondence and communications from the HEALTH DEPARTMENT shall be directed to him. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

3. All reports and correspondence required under this agreement shall be sent to:

South Florida Water Management District
Water Use Division
Attn: Bill Raspberger, Specialist Scientific Associate
P.O. Box 24680
West Palm Beach, Florida 33416-4680

V. PROGRAM MANAGEMENT

1. The HEALTH DEPARTMENT shall hire and maintain a staff capable of performing the duties specified in this Agreement. The HEALTH DEPARTMENT shall maintain adequate program funding, staffing and equipment to comply with all statutes, rules and policies pertaining to the delegated water well construction program. Permits shall be required for all wells unless expressly exempt by statute or rule.

2. The HEALTH DEPARTMENT shall assess and retain permit fees for the delegated water well program. Nothing in this Agreement shall preclude the HEALTH DEPARTMENT from assessing administrative fees if it deems it necessary to support review and compliance functions under this Agreement.

VI. PROGRAM OVERSIGHT

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to the HEALTH DEPARTMENT, any pending water well application or issued permits which the HEALTH DEPARTMENT is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by the HEALTH DEPARTMENT or which the HEALTH DEPARTMENT has issued a permit, in cooperation with the HEALTH DEPARTMENT and the applicant.

2. The primary purpose of this program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable rules and statutes, and that appropriate files are being maintained for all delegated responsibilities assumed by the HEALTH DEPARTMENT..

VII. GENERAL PROVISIONS

1. The HEALTH DEPARTMENT is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and the HEALTH DEPARTMENT, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

2. The DISTRICT assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the DISTRICT and the officers, employees, servants and agents thereof. The DISTRICT warrants and represents that it is self-funded for liability insurance, with such protection being applicable to the officers, employees, servants, and agents while acting within the scope of their employment with the DISTRICT. The HEALTH DEPARTMENT and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
3. If either party initiates legal action including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, based upon the fair market value of the services provided.
4. The HEALTH DEPARTMENT shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.
5. Either party may terminate this Agreement at any time upon one hundred twenty (120) days prior written notice to the other party. Within thirty (30) days of a notice of intent to terminate this Agreement, both parties shall make good faith efforts to resolve any basis for the termination. If after 60 days, one or both of the parties to this Agreement still wish to terminate the Agreement, the HEALTH DEPARTMENT shall not accept any further applications under this Agreement. Except as otherwise agreed by the parties, the HEALTH DEPARTMENT shall complete processing any pending application submitted to the HEALTH DEPARTMENT in accordance with this Agreement.
6. The terms of this Agreement may be extended, renewed amended or modified only by mutual consent of both parties and until reduced to writing.
7. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.
8. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such condition or provision, or impair the enforcement rights of the parties, their successors and assigns.
9. This agreement states the entire understanding between the parties and supercedes any written or oral representations, statements, negotiations, agreements, rules, memorandums,

letter or ordinances to the contrary. The HEALTH DEPARTMENT recognizes that any representations, statements or negotiations made by the DISTRICT do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized and signed by an authorized DISTRICT representative. This Agreement shall bind the parties, their assigns and successors in interest.

10. This Agreement shall become effective when it is fully executed by both parties.

The parties or their duly authorized representatives hereby execute this Agreement.

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

BY: _____

Lucretia McCarty
Chairman

DATE: _____

4/18/05

HENDRY COUNTY HEALTH DEPARTMENT

BY: _____

Martha E. Kavanagh M.D. M.P.H.
Administrator- Director

DATE: _____

3/29/05

- Exhibit 1--Chapter 40E-3, F.A.C.
- Exhibit 2--Chapter 62-531, F.A.C., Well Contractor Licensing Requirements
- Exhibit 3--The Department's Water Well Contractor Disciplinary Guidelines and Procedures Manual (October 2002) and the Department's Florida Unified Citation Dictionary for Well Construction (October 2002)
- Exhibit 4--Chapter 62-532, F.A.C., Water Well Permitting and Construction Requirements
- Exhibit 5-- Chapter 62-555, F.A.C., Construction of Public Supply Water Wells
- Exhibit 6--Chapter 62-524, F.A.C., Construction of Water Wells in Delineated Areas
- Exhibit 7--Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health
- Exhibit 8--Application form and Completion Report form

AMENDMENT TO
THE WATER WELL CONSTRUCTION PERMIT PROGRAM
DELEGATION AGREEMENT
BETWEEN
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
MARTIN COUNTY HEALTH DEPARTMENT

PR NO. PR050264

The South Florida Water Management District ("DISTRICT") and the Martin County Health Department ("HEALTH DEPARTMENT") enter into this Amendment to the Delegation Agreement dated June 12, 1998, 2000, which has been incorporated by reference into Rule 40E-3.035, F.A.C., to accomplish the goals and purposes stated below.

Witnesseth:

I. PARTIES

1. The DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box 24680, 3301 Gun Club Road, West Palm Beach, FL 33416-4680.
2. The HEALTH DEPARTMENT is a unit of the State of Florida Department of Health located at 3441 S.E. Willoughby Blvd., Stuart, Florida 34994. The HEALTH DEPARTMENT is a person within the meaning of Section 373.019(12), Florida Statutes.
3. The HEALTH DEPARTMENT is located within the boundaries of the DISTRICT, and is subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes.

II. AUTHORITY AND PURPOSE OF AGREEMENT

1. The DISTRICT, pursuant Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells.
2. The DISTRICT desires implementation of the water well regulation program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and Regulations duly adopted thereunder.

3. The DISTRICT recognizes that the HEALTH DEPARTMENT has desire and the regulatory experience necessary to implement such water well regulatory program.
4. The DISTRICT has authority pursuant to Sections 373.308 and 373.309, Florida Statutes to delegate, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes, to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes, and has delegated implementation of the water well regulation program to the HEALTH DEPARTMENT since 1998.
5. The purpose of this Agreement is to reaffirm and update the permitting, compliance and enforcement responsibility of the HEALTH DEPARTMENT associated with the delegation of the water well construction program for all water wells in Martin County and to establish the responsibilities of the HEALTH DEPARTMENT regarding maintaining adequate levels of administrative, technical and financial capabilities to implement and enforce the program; and to establish responsibilities of the HEALTH DEPARTMENT for reporting to and maintaining communication with the DISTRICT.

In consideration of the benefits to each of the parties, the DISTRICT and the HEALTH DEPARTMENT agree as follows:

III. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to the HEALTH DEPARTMENT its authority to implement and administer the program for regulation of water well construction standards for all water wells in Martin County.
2. The HEALTH DEPARTMENT shall review, evaluate and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in Martin County, pursuant to:
 - a. Chapter 40E-3, F.A.C., which is attached as EXHIBIT 1;
 - b. The rules incorporated in Section 40E-3.3036, F.A.C., which are attached as EXHIBITS 2-6, and
 - c. The August 27, 2004, Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas which is attached as EXHIBIT 7. Official maps of areas delineated pursuant to Section 62-524.430, F.A.C., are available from the Department of Environmental Regulation; an informational sketch map of areas delineated in Martin County as of this date is attached as EXHIBIT 8.

3. The HEALTH DEPARTMENT shall use application and permit forms including completion report forms approved for use by the DISTRICT. A sample application form and a completion report form approved for use by the DISTRICT are attached as EXHIBIT 9.
4. The DISTRICT will continue to review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of water pursuant to Part II of Chapter 373, Florida Statutes.
5. The HEALTH DEPARTMENT will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use permit application has been approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.
6. The HEALTH DEPARTMENT will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its well construction permits. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in Martin County. However, to the extent practical, the DISTRICT will not initiate enforcement action within Martin County without prior communication or coordination with the local program.
7. The DISTRICT will forego implementation of the water well construction permitting program for wells within Martin County.
8. Upon the effective date of this Agreement, the HEALTH DEPARTMENT shall adopt or amend any ordinance, as necessary to implement the provisions of this Agreement. The DISTRICT may adopt a rule amendment implementing the provisions of this Agreement.

IV. REPORTING RESPONSIBILITIES

1. The HEALTH DEPARTMENT will provide to the DISTRICT, on a quarterly basis, a list (hard copy and computer disk) summarizing each well construction permit issued and all well completion reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon), permittee name and address section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth. The DISTRICT will work with the HEALTH DEPARTMENT to develop a mutually acceptable reporting format.
2. The Project Manager for the DISTRICT is Bill Rasperger and all correspondence and communications from the HEALTH DEPARTMENT shall be directed to him. The Project

Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

3. All reports and correspondence required under this agreement shall be sent to:

South Florida Water Management District
Water Use Division
Attn: Bill Rasperger, Specialist Scientific Associate
P.O. Box 24680
West Palm Beach, Florida 33416-4680

V. PROGRAM MANAGEMENT

1. The HEALTH DEPARTMENT shall hire and maintain a staff capable of performing the duties specified in this Agreement. The HEALTH DEPARTMENT shall maintain adequate program funding, staffing and equipment to comply with all statutes, rules and policies pertaining to the delegated water well construction program. Permits shall be required for all wells unless expressly exempt by statute or rule.

2. The HEALTH DEPARTMENT shall assess and retain permit fees for the delegated water well program. Nothing in this Agreement shall preclude the HEALTH DEPARTMENT from assessing administrative fees if it deems it necessary to support review and compliance functions under this Agreement.

VI. PROGRAM OVERSIGHT

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to the HEALTH DEPARTMENT, any pending water well application or issued permits which the HEALTH DEPARTMENT is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by the HEALTH DEPARTMENT or which the HEALTH DEPARTMENT has issued a permit, in cooperation with the HEALTH DEPARTMENT and the applicant.

2. The primary purpose of this program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable rules and statutes, and that appropriate files are being maintained for all delegated responsibilities assumed by the HEALTH DEPARTMENT..

VII. GENERAL PROVISIONS

1. The HEALTH DEPARTMENT is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and the

HEALTH DEPARTMENT, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

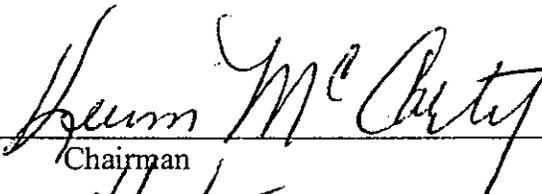
2. The DISTRICT assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the DISTRICT and the officers, employees, servants and agents thereof. The DISTRICT warrants and represents that it is self-funded for liability insurance, with such protection being applicable to the officers, employees, servants, and agents while acting within the scope of their employment with the DISTRICT. The HEALTH DEPARTMENT and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
3. If either party initiates legal action including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, based upon the fair market value of the services provided.
4. The HEALTH DEPARTMENT shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.
5. Either party may terminate this Agreement at any time upon one hundred twenty (120) days prior written notice to the other party. Within thirty (30) days of a notice of intent to terminate this Agreement, both parties shall make good faith efforts to resolve any basis for the termination. If after 60 days, one or both of the parties to this Agreement still wish to terminate the Agreement, the HEALTH DEPARTMENT shall not accept any further applications under this Agreement. Except as otherwise agreed by the parties, the HEALTH DEPARTMENT shall complete processing any pending application submitted to the HEALTH DEPARTMENT in accordance with this Agreement.
6. The terms of this Agreement may be extended, renewed, amended or modified only by mutual consent of both parties and until reduced to writing.
7. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.
8. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such condition or provision, or impair the enforcement rights of the parties, their successors and assigns.

9. This agreement states the entire understanding between the parties and supercedes any written or oral representations, statements, negotiations, agreements, rules, memorandums, letter or ordinances to the contrary. The HEALTH DEPARTMENT recognizes that any representations, statements or negotiations made by the DISTRICT do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized and signed by an authorized DISTRICT representative. This Agreement shall bind the parties, their assigns and successors in interest.

10. This Agreement shall become effective when it is fully executed by both parties.

The parties or their duly authorized representatives hereby execute this Agreement.

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

BY: 
Chairman
DATE: 4/18/05

MARTIN COUNTY HEALTH DEPARTMENT

BY: 
Administrator
DATE: 3/16/05

Exhibit 1--Chapter 40E-3, F.A.C.

Exhibit 2--Chapter 62-531, F.A.C., Well Contractor Licensing Requirements

Exhibit 3--The Department's Water Well Contractor Disciplinary Guidelines and Procedures Manual (October 2002) and the Department's Florida Unified Citation Dictionary for Well Construction (October 2002)

Exhibit 4--Chapter 62-532, F.A.C., Water Well Permitting and Construction Requirements

Exhibit 5-- Chapter 62-555, F.A.C., Construction of Public Supply Water Wells

Exhibit 6--Chapter 62-524, F.A.C., Construction of Water Wells in Delineated Areas

Exhibit 7--August 27, 2004, Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health
Exhibit 8—Delineated Areas
Exhibit 9--Application Form and Completion Report form

MAR 23 2005

AMENDMENT TO
THE WATER WELL CONSTRUCTION PERMIT PROGRAM
DELEGATION AGREEMENT
BETWEEN
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
OKEECHOBEE COUNTY HEALTH DEPARTMENT

PR NO. PR050259

The South Florida Water Management District ("DISTRICT") and the Okeechobee County Health Department ("HEALTH DEPARTMENT") enter into this Amendment to the Delegation Agreement dated May 1, 2002, which has been incorporated by reference into Rule 40E-3.035, F.A.C., to accomplish the goals and purposes stated below.

Witnesseth:

I. PARTIES

- 1. The DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box 24680, 3301 Gun Club Road, West Palm Beach, FL 33416-4680.
- 2. The HEALTH DEPARTMENT is a unit of the State of Florida Department of Health located at P.O. Box 1897, 1728 NW 9th Avenue, Okeechobee, Florida 34973. The COUNTY is a person within the meaning of Section 373.019(12), Florida Statutes.
- 3. The HEALTH DEPARTMENT is located within the boundaries of the DISTRICT, and is subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes.

II. AUTHORITY AND PURPOSE OF AGREEMENT

- 1. The DISTRICT, pursuant Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells.
- 2. The DISTRICT desires implementation of the water well regulation program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and Regulations duly adopted thereunder.

COPY
Original In Clerk's Office

3. The DISTRICT has authority pursuant to Sections 373.308 and 373.309, Florida Statutes, to delegate to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes.

4. The DISTRICT recognizes that the HEALTH DEPARTMENT has desire and the regulatory experience necessary to implement such water well regulatory program and has delegated implementation of the water well regulation program to the HEALTH DEPARTMENT since 1985.

5. The purpose of this Agreement is to reaffirm and update the permitting, compliance and enforcement responsibility of the HEALTH DEPARTMENT associated with the delegation of the water well construction program for all water wells in Okeechobee County and to establish the responsibilities of the HEALTH DEPARTMENT regarding maintaining adequate levels of administrative, technical and financial capabilities to implement and enforce the program; and to establish responsibilities of the HEALTH DEPARTMENT for reporting to and maintaining communication with the DISTRICT.

In consideration of the benefits to each of the parties, the DISTRICT and the HEALTH DEPARTMENT agree as follows:

III. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to the HEALTH DEPARTMENT its authority to implement and administer the program for regulation of water well construction standards for all water wells in Okeechobee County.

2. The HEALTH DEPARTMENT shall review, evaluate and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in Okeechobee County, pursuant to:

a. Chapter 40E-3, F.A.C., which is attached as EXHIBIT 1;

b. The rules incorporated in Section 40E-3.3036, F.A.C., which are attached as EXHIBITS 2-6, and

c. The August 27, 2004, Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas which is attached as EXHIBIT 7. Official maps of areas delineated pursuant to Section 62-524.430, F.A.C., are available from the Department of Environmental Regulation.

3. The HEALTH DEPARTMENT shall use application and permit forms including completion report forms approved for use by the DISTRICT. An application form and a completion report form approved for use by the DISTRICT are attached as EXHIBIT 8.
4. The DISTRICT will continue to review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of water pursuant to Part II of Chapter 373, Florida Statutes.
5. The HEALTH DEPARTMENT will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use permit application has been approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.
6. The HEALTH DEPARTMENT will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its well construction permits. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in Okeechobee. However, to the extent practical, the DISTRICT will not initiate enforcement action within Okeechobee County without prior communication or coordination with the local program.
7. The DISTRICT will forego implementation of the water well construction permitting program for wells within the HEALTH DEPARTMENT.
8. Upon the effective date of this Agreement, the HEALTH DEPARTMENT shall adopt or amend any ordinance, as necessary to implement the provisions of this Agreement. The DISTRICT may adopt a rule amendment implementing the provisions of this Agreement.

IV. REPORTING RESPONSIBILITIES

1. The HEALTH DEPARTMENT will provide to the DISTRICT, on a quarterly basis, a list (hard copy and computer disk) summarizing each well construction permit issued and all well completion reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon), permittee name and address section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth. The DISTRICT will work with the HEALTH DEPARTMENT to develop a mutually acceptable reporting format.
2. The Project Manager for the DISTRICT is Bill Raspberger and all correspondence and communications from the HEALTH DEPARTMENT shall be directed to him. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

3. All reports and correspondence required under this agreement shall be sent to:

South Florida Water Management District
Water Use Division
Attn: Bill Raspberger, Specialist Scientific Associate
P.O. Box 24680
West Palm Beach, Florida 33416-4680

V. PROGRAM MANAGEMENT

1. The HEALTH DEPARTMENT shall hire and maintain a staff capable of performing the duties specified in this Agreement. The HEALTH DEPARTMENT shall maintain adequate program funding, staffing and equipment to comply with all statutes, rules and policies pertaining to the delegated water well construction program. Permits shall be required for all wells unless expressly exempt by statute or rule.

2. The HEALTH DEPARTMENT shall assess and retain permit fees for the delegated water well program. Nothing in this Agreement shall preclude the HEALTH DEPARTMENT from assessing administrative fees if it deems it necessary to support review and compliance functions under this Agreement.

VI. PROGRAM OVERSIGHT

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to the HEALTH DEPARTMENT, any pending water well application or issued permits which the HEALTH DEPARTMENT is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by the HEALTH DEPARTMENT or which the HEALTH DEPARTMENT has issued a permit, in cooperation with the HEALTH DEPARTMENT and the applicant.

2. The primary purpose of this program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable rules and statutes, and that appropriate files are being maintained for all delegated responsibilities assumed by the HEALTH DEPARTMENT..

VII. GENERAL PROVISIONS

1. The HEALTH DEPARTMENT is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and the HEALTH DEPARTMENT, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

2. The DISTRICT assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the DISTRICT and the officers, employees, servants and agents thereof. The DISTRICT warrants and represents that it is self-funded for liability insurance, with such protection being applicable to the officers, employees, servants, and agents while acting within the scope of their employment with the DISTRICT. The HEALTH DEPARTMENT and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
3. If either party initiates legal action including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, based upon the fair market value of the services provided.
4. The HEALTH DEPARTMENT shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.
5. Either party may terminate this Agreement at any time upon one hundred twenty (120) days prior written notice to the other party. Within thirty (30) days of a notice of intent to terminate this Agreement, both parties shall make good faith efforts to resolve any basis for the termination. If after 60 days, one or both of the parties to this Agreement still wish to terminate the Agreement, the HEALTH DEPARTMENT shall not accept any further applications under this Agreement. Except as otherwise agreed by the parties, the HEALTH DEPARTMENT shall complete processing any pending application submitted to the HEALTH DEPARTMENT in accordance with this Agreement.
6. The terms of this Agreement may be extended, renewed amended or modified only by mutual consent of both parties and until reduced to writing.
7. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.
8. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such condition or provision, or impair the enforcement rights of the parties, their successors and assigns.
9. This agreement states the entire understanding between the parties and supercedes any written or oral representations, statements, negotiations, agreements, rules, memorandums,

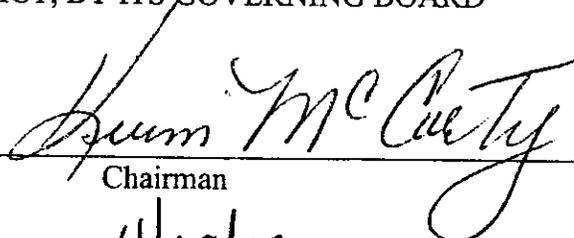
letter or ordinances to the contrary. The HEALTH DEPARTMENT recognizes that any representations, statements or negotiations made by the DISTRICT do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized and signed by an authorized DISTRICT representative. This Agreement shall bind the parties, their assigns and successors in interest.

10. This Agreement shall become effective when it is fully executed by both parties.

The parties or their duly authorized representatives hereby execute this Agreement.

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

BY:


Chairman

DATE:

4/18/05

OKEECHOBEE COUNTY HEALTH DEPARTMENT

BY:


Administrator

DATE:

3/10/05

- Exhibit 1--Chapter 40E-3, F.A.C.
- Exhibit 2--Chapter 62-531, F.A.C., Well Contractor Licensing Requirements
- Exhibit 3--The Department's Water Well Contractor Disciplinary Guidelines and Procedures Manual (October 2002) and the Department's Florida Unified Citation Dictionary for Well Construction (October 2002)
- Exhibit 4--Chapter 62-532, F.A.C., Water Well Permitting and Construction Requirements
- Exhibit 5-- Chapter 62-555, F.A.C., Construction of Public Supply Water Wells
- Exhibit 6--Chapter 62-524, F.A.C., Construction of Water Wells in Delineated Areas
- Exhibit 7--Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health
- Exhibit 8--Application form and Completion Report form

AMENDMENT TO
THE WATER WELL CONSTRUCTION PERMIT PROGRAM
DELEGATION AGREEMENT
BETWEEN
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
OSCEOLA COUNTY HEALTH DEPARTMENT

PR NO. PR050260

The South Florida Water Management District ("DISTRICT") and the Osceola County Health Department ("HEALTH DEPARTMENT") enter into this Amendment to the Delegation Agreement dated February 11, 1999, which has been incorporated by reference into Rule 40E-3.035, F.A.C., to accomplish the goals and purposes stated below.

Witnesseth:

I. PARTIES

1. The DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box 24680, 3301 Gun Club Road, West Palm Beach, FL 33416-4680.
2. The HEALTH DEPARTMENT is a unit of the State of Florida Department of Health located at 1875 Boggy Creek road, Kissimmee, Florida 34745. The HEALTH DEPARTMENT is a person within the meaning of Section 373.019(12), Florida Statutes.
3. The HEALTH DEPARTMENT is located within the boundaries of the DISTRICT, and is subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes.

II. AUTHORITY AND PURPOSE OF AGREEMENT

1. The DISTRICT, pursuant Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells.
2. The DISTRICT desires implementation of the water well regulation program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and Regulations duly adopted thereunder.

COPY
Original In Clerk's Office

3. The DISTRICT recognizes that the HEALTH DEPARTMENT has desire and the regulatory experience necessary to implement such water well regulatory program.
4. The DISTRICT has authority pursuant to Sections 373.308 and 373.309, Florida Statutes to delegate, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes, to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes, and has delegated implementation of the water well regulation program to the HEALTH DEPARTMENT since 2000.
5. The purpose of this Agreement is to reaffirm and update the permitting, compliance and enforcement responsibility of the HEALTH DEPARTMENT associated with the delegation of the water well construction program for all water wells in Osceola County and to establish the responsibilities of the HEALTH DEPARTMENT regarding maintaining adequate levels of administrative, technical and financial capabilities to implement and enforce the program; and to establish responsibilities of the HEALTH DEPARTMENT for reporting to and maintaining communication with the DISTRICT.

In consideration of the benefits to each of the parties, the DISTRICT and the HEALTH DEPARTMENT agree as follows:

III. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to the HEALTH DEPARTMENT its authority to implement and administer the program for regulation of water well construction standards for all water wells in Osceola County.
2. The HEALTH DEPARTMENT shall review, evaluate and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in Osceola County, pursuant to:
 - a. Chapter 40E-3, F.A.C., which is attached as EXHIBIT 1;
 - b. The rules incorporated in Section 40E-3.3036, F.A.C., which are attached as EXHIBITS 2-6, and
 - c. The August 27, 2004, Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas which is attached as EXHIBIT 7. Official maps of areas delineated pursuant to Section 62-524.430, F.A.C., are available from the Department of Environmental Regulation; an informational sketch map of areas delineated in Osceola County as of this date is attached as EXHIBIT 8.

3. The HEALTH DEPARTMENT shall use application and permit forms including completion report forms approved for use by the DISTRICT. An application form and a completion report form approved for use by the DISTRICT are attached as EXHIBIT 9.
4. The DISTRICT will continue to review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of water pursuant to Part II of Chapter 373, Florida Statutes.
5. The HEALTH DEPARTMENT will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use permit application has been approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.
6. The HEALTH DEPARTMENT will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its well construction permits. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in Osceola. However, to the extent practical, the DISTRICT will not initiate enforcement action within Osceola County without prior communication or coordination with the local program.
7. The DISTRICT will forego implementation of the water well construction permitting program for wells within the HEALTH DEPARTMENT.
8. Upon the effective date of this Agreement, the HEALTH DEPARTMENT shall adopt or amend any ordinance, as necessary to implement the provisions of this Agreement. The DISTRICT may adopt a rule amendment implementing the provisions of this Agreement.

IV. REPORTING RESPONSIBILITIES

1. The HEALTH DEPARTMENT will provide to the DISTRICT, on a quarterly basis, a list (hard copy and computer disk) summarizing each well construction permit issued and all well completion reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon), permittee name and address section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth. The DISTRICT will work with the HEALTH DEPARTMENT to develop a mutually acceptable reporting format.
2. The Project Manager for the DISTRICT is Bill Raspberger and all correspondence and communications from the HEALTH DEPARTMENT shall be directed to him. The Project

Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

3. All reports and correspondence required under this agreement shall be sent to:

South Florida Water Management District
Water Use Division
Attn: Bill Raspberger, Specialist Scientific Associate
P.O. Box 24680
West Palm Beach, Florida 33416-4680

V. PROGRAM MANAGEMENT

1. The HEALTH DEPARTMENT shall hire and maintain a staff capable of performing the duties specified in this Agreement. The HEALTH DEPARTMENT shall maintain adequate program funding, staffing and equipment to comply with all statutes, rules and policies pertaining to the delegated water well construction program. Permits shall be required for all wells unless expressly exempt by statute or rule.

2. The HEALTH DEPARTMENT shall assess and retain permit fees for the delegated water well program. Nothing in this Agreement shall preclude the HEALTH DEPARTMENT from assessing administrative fees if it deems it necessary to support review and compliance functions under this Agreement.

VI. PROGRAM OVERSIGHT

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to the HEALTH DEPARTMENT, any pending water well application or issued permits which the HEALTH DEPARTMENT is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by the HEALTH DEPARTMENT or which the HEALTH DEPARTMENT has issued a permit, in cooperation with the HEALTH DEPARTMENT and the applicant.

2. The primary purpose of this program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable rules and statutes, and that appropriate files are being maintained for all delegated responsibilities assumed by the HEALTH DEPARTMENT.

VII. GENERAL PROVISIONS

1. The HEALTH DEPARTMENT is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and the

HEALTH DEPARTMENT, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

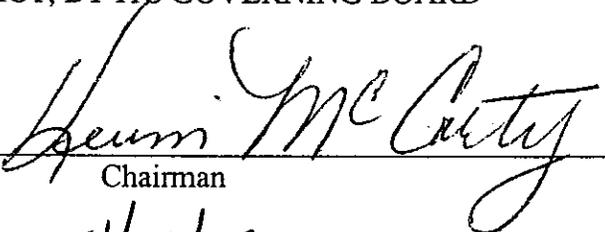
2. The DISTRICT assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the DISTRICT and the officers, employees, servants and agents thereof. The DISTRICT warrants and represents that it is self-funded for liability insurance, with such protection being applicable to the officers, employees, servants, and agents while acting within the scope of their employment with the DISTRICT. The HEALTH DEPARTMENT and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
3. If either party initiates legal action including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, based upon the fair market value of the services provided.
4. The HEALTH DEPARTMENT shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.
5. Either party may terminate this Agreement at any time upon one hundred twenty (120) days prior written notice to the other party. Within thirty (30) days of a notice of intent to terminate this Agreement, both parties shall make good faith efforts to resolve any basis for the termination. If after 60 days, one or both of the parties to this Agreement still wish to terminate the Agreement, the HEALTH DEPARTMENT shall not accept any further applications under this Agreement. Except as otherwise agree by the parties, the HEALTH DEPARTMENT shall complete processing any pending application submitted to the HEALTH DEPARTMENT in accordance with this Agreement.
6. The terms of this Agreement may be extended, renewed amended or modified only by mutual consent of both parties and until reduced to writing.
7. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.
8. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such condition or provision, or impair the enforcement rights of the parties, their successors and assigns.

9. This agreement states the entire understanding between the parties and supercedes any written or oral representations, statements, negotiations, agreements, rules, memorandums, letter or ordinances to the contrary. The HEALTH DEPARTMENT recognizes that any representations, statements or negotiations made by the DISTRICT do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized and signed by an authorized DISTRICT representative. This Agreement shall bind the parties, their assigns and successors in interest.

10. This Agreement shall become effective when it is fully executed by both parties.

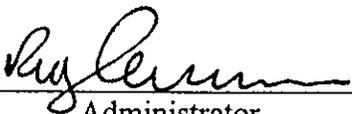
The parties or their duly authorized representatives hereby execute this Agreement.

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

BY: 
Chairman

DATE: 4/18/05

OSCEOLA COUNTY HEALTH DEPARTMENT

BY: 
Administrator

DATE: 03/14/05

Exhibit 1--Chapter 40E-3, F.A.C.

Exhibit 2--Chapter 62-531, F.A.C., Well Contractor Licensing Requirements

Exhibit 3--The Department's Water Well Contractor Disciplinary Guidelines and Procedures Manual (October 2002) and the Department's Florida Unified Citation Dictionary for Well Construction (October 2002)

Exhibit 4--Chapter 62-532, F.A.C., Water Well Permitting and Construction Requirements

Exhibit 5-- Chapter 62-555, F.A.C., Construction of Public Supply Water Wells

Exhibit 6--Chapter 62-524, F.A.C., Construction of Water Wells in Delineated Areas

Exhibit 7--August 27, 2004, Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health

Exhibit 8--Delineated Areas

Exhibit 9--Application form and Completion Report form

APR 13 2000

AMENDMENT TO
THE WATER WELL CONSTRUCTION PERMIT PROGRAM
DELEGATION AGREEMENT
BETWEEN
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
ST. LUCIE COUNTY HEALTH DEPARTMENT

PR NO. PR050263

The South Florida Water Management District ("DISTRICT") and the St. Lucie County Health Department (HEALTH DEPARTMENT) enter into this Amendment to the Delegation Agreement dated April 13, 2000, which has been incorporated by reference into Rule 40E-3.035, F.A.C., to accomplish the goals and purposes stated below.

Witnesseth:

I. PARTIES

1. The DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box 24680, 3301 Gun Club Road, West Palm Beach, FL 33416-4680.
2. The HEALTH DEPARTMENT is a unit of the State of Florida Department of Health located at P. O. Box 580, 714 Avenue C, Ft. Pierce, Florida 34954. The HEALTH DEPARTMENT is a person within the meaning of Section 373.019(12), Florida Statutes.
3. The HEALTH DEPARTMENT is located within the boundaries of the DISTRICT, and is subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes.

II. AUTHORITY AND PURPOSE OF AGREEMENT

1. The DISTRICT, pursuant Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells.
2. The DISTRICT desires implementation of the water well regulation program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and Regulations duly adopted thereunder.

3. The DISTRICT recognizes that the HEALTH DEPARTMENT has desire and the regulatory experience necessary to implement such water well regulatory program.
4. The DISTRICT has authority pursuant to Sections 373.308 and 373.309, Florida Statutes to delegate, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes, to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes, and has delegated implementation of the water well regulation program to the HEALTH DEPARTMENT since 2000.
5. The purpose of this Agreement is to reaffirm and update the permitting, compliance and enforcement responsibility of the HEALTH DEPARTMENT associated with the delegation of the water well construction program for all water wells in St. Lucie County and to establish the responsibilities of the HEALTH DEPARTMENT regarding maintaining adequate levels of administrative, technical and financial capabilities to implement and enforce the program; and to establish responsibilities of the HEALTH DEPARTMENT for reporting to and maintaining communication with the DISTRICT.

In consideration of the benefits to each of the parties, the DISTRICT and the HEALTH DEPARTMENT agree as follows:

III. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to the HEALTH DEPARTMENT its authority to implement and administer the program for regulation of water well construction standards for all water wells in St. Lucie County.
1. The DISTRICT hereby delegates to the HEALTH DEPARTMENT its authority to implement and administer the program for regulation of water well construction standards for all water wells in Martin County.
2. The HEALTH DEPARTMENT shall review, evaluate and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in St. Lucie County, pursuant to:
 - a. Chapter 40E-3, F.A.C., which is attached as EXHIBIT 1;
 - b. The rules incorporated in Section 40E-3.3036, F.A.C., which are attached as EXHIBITS 2-6, and
 - c. The August 27, 2004, Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas which is attached as

EXHIBIT 7. Official maps of areas delineated pursuant to Section 62-524.430, F.A.C., are available from the department of Environmental Regulation; an informational sketch map of areas delineated in St. Lucie County as of this date is attached as EXHIBIT 8.

3. The HEALTH DEPARTMENT shall use application and permit forms including completion report forms approved for use by the DISTRICT. An application form and a completion report form approved for use by the DISTRICT are attached as EXHIBIT 9.
4. The DISTRICT will continue to review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of water pursuant to Part II of Chapter 373, Florida Statutes.
5. The HEALTH DEPARTMENT will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use permit application has been approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.
6. The HEALTH DEPARTMENT will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its well construction permits. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in St. Lucie. However, to the extent practical, the DISTRICT will not initiate enforcement action within St. Lucie County without prior communication or coordination with the local program.
7. The DISTRICT will forego implementation of the water well construction permitting program for wells within the HEALTH DEPARTMENT.
8. Upon the effective date of this Agreement, the HEALTH DEPARTMENT shall adopt or amend any ordinance, as necessary to implement the provisions of this Agreement. The DISTRICT may adopt a rule amendment implementing the provisions of this Agreement.

IV. REPORTING RESPONSIBILITIES

1. The HEALTH DEPARTMENT will provide to the DISTRICT, on a quarterly basis, a list (hard copy and computer disk) summarizing each well construction permit issued and all well completion reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon), permittee name and address section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth. The DISTRICT will work with the HEALTH DEPARTMENT to develop a mutually acceptable reporting format.

2. The Project Manager for the DISTRICT is Bill Rasperger and all correspondence and communications from the HEALTH DEPARTMENT shall be directed to him. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

3. All reports and correspondence required under this agreement shall be sent to:

South Florida Water Management District
Water Use Division
Attn: Bill Rasperger, Specialist Scientific Associate
P.O. Box 24680
West Palm Beach, Florida 33416-4680

V. PROGRAM MANAGEMENT

1. The HEALTH DEPARTMENT shall hire and maintain a staff capable of performing the duties specified in this Agreement. The HEALTH DEPARTMENT shall maintain adequate program funding, staffing and equipment to comply with all statutes, rules and policies pertaining to the delegated water well construction program. Permits shall be required for all wells unless expressly exempt by statute or rule.

2. The HEALTH DEPARTMENT shall assess and retain permit fees for the delegated water well program. Nothing in this Agreement shall preclude the HEALTH DEPARTMENT from assessing administrative fees if it deems it necessary to support review and compliance functions under this Agreement.

VI. PROGRAM OVERSIGHT

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to the HEALTH DEPARTMENT, any pending water well application or issued permits which the HEALTH DEPARTMENT is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by the HEALTH DEPARTMENT or which the HEALTH DEPARTMENT has issued a permit, in cooperation with the HEALTH DEPARTMENT and the applicant.

2. The primary purpose of this program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable rules and statutes, and that appropriate files are being maintained for all delegated responsibilities assumed by the HEALTH DEPARTMENT.

VII. GENERAL PROVISIONS

1. The HEALTH DEPARTMENT is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and the HEALTH DEPARTMENT, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.
2. The DISTRICT assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the DISTRICT and the officers, employees, servants and agents thereof. The DISTRICT warrants and represents that it is self-funded for liability insurance, with such protection being applicable to the officers, employees, servants, and agents while acting within the scope of their employment with the DISTRICT. The HEALTH DEPARTMENT and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
3. If either party initiates legal action including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, based upon the fair market value of the services provided.
4. The HEALTH DEPARTMENT shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.
5. Either party may terminate this Agreement at any time upon one hundred twenty (120) days prior written notice to the other party. Within thirty (30) days of a notice of intent to terminate this Agreement, both parties shall make good faith efforts to resolve any basis for the termination. If after 60 days, one or both of the parties to this Agreement still wish to terminate the Agreement, the HEALTH DEPARTMENT shall not accept any further applications under this Agreement. Except as otherwise agreed by the parties, the HEALTH DEPARTMENT shall complete processing any pending application submitted to the HEALTH DEPARTMENT in accordance with this Agreement.
6. The terms of this Agreement may be extended, renewed, amended or modified only by mutual consent of both parties and until reduced to writing.
7. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.
8. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such

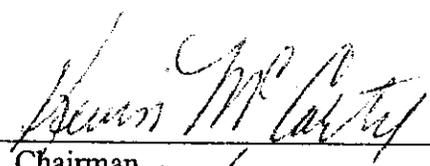
condition or provision, or impair the enforcement rights of the parties, their successors and assigns.

9. This agreement states the entire understanding between the parties and supercedes any written or oral representations, statements, negotiations, agreements, rules, memorandums, letter or ordinances to the contrary. The HEALTH DEPARTMENT recognizes that any representations, statements or negotiations made by the DISTRICT do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized and signed by an authorized DISTRICT representative. This Agreement shall bind the parties, their assigns and successors in interest.

10. This Agreement shall become effective when it is fully executed by both parties.

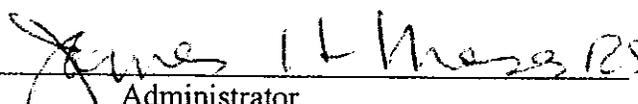
The parties or their duly authorized representatives hereby execute this Agreement.

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

BY: 
Chairman

DATE: 5/11/05

ST. LUCIE COUNTY HEALTH DEPARTMENT

BY: 
Administrator

DATE: April 7, 2005

Exhibit 1--Chapter 40E-3, F.A.C.

Exhibit 2--Chapter 62-531, F.A.C., Well Contractor Licensing Requirements

Exhibit 3--The Department's Water Well Contractor Disciplinary Guidelines and Procedures Manual (October 2002) and the Department's Florida Unified Citation Dictionary for Well Construction (October 2002)

Exhibit 4--Chapter 62-532, F.A.C., Water Well Permitting and Construction Requirements

Exhibit 5-- Chapter 62-555, F.A.C., Construction of Public Supply Water Wells
Exhibit 6--Chapter 62-524, F.A.C., Construction of Water Wells in Delineated Areas
Exhibit 7--August 27, 2004, Interagency Agreement between The Department of
Environmental Regulation and the South Florida Water Management District, and the
Department of Health
Exhibit 8—Delineated Areas
Exhibit 9--Application form and Completion Report form

RECEIVED
DISTRICT CLERK'S OFFICE
MAY 24 2010 2:52 PM
SOUTH FLORIDA
WATER MANAGEMENT DISTRICT

SECOND AMENDMENT TO THE WATER WELL CONSTRUCTION PERMIT PROGRAM
DELEGATION AGREEMENT BETWEEN SOUTH FLORIDA WATER MANAGEMENT
DISTRICT AND MARTIN COUNTY HEALTH DEPARTMENT

SFWMD ORDER NO.: 2010-092-DAO-WC

The South Florida Water Management District ("DISTRICT") and the Martin County Health Department ("HEALTH DEPARTMENT") enter into this Second Amendment to the Delegation Agreement dated June 12 1998, which has been incorporated by reference into Rule 40E-3.035, F.A.C, to accomplish the goals and purposes stated below.

Witnesseth:

I. PARTIES

1. The DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box 24680, 3301 Gun Club Road, West Palm Beach, Florida 33416-4680.

2. The HEALTH DEPARTMENT is a unit of the State of Florida Department of Health located at 3441 S.E. Willoughby Boulevard, Stuart, Florida 34994. The COUNTY is a person within the meaning of Section 373.019(12), Florida Statutes.

3. The HEALTH DEPARTMENT is located within the boundaries of the DISTRICT and is subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes.

II. AUTHORITY AND PURPOSE OF AGREEMENT

1. The DISTRICT, pursuant Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells.

2. The DISTRICT desires implementation of the water well regulation program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and Regulations duly adopted thereunder.

3. The DISTRICT has authority pursuant to Sections 373.308 and 373.309, Florida Statutes, to delegate to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes.

4. The DISTRICT recognizes that the HEALTH DEPARTMENT has the desire and the regulatory experience necessary to implement such water well regulatory program

and has delegated implementation of the water well regulation program to the HEALTH DEPARTMENT since 1998.

5. The purpose of this Agreement is to reaffirm and update the permitting, compliance and enforcement responsibility of the HEALTH DEPARTMENT associated with the delegation of the water well construction program for all water wells in Martin County and to establish the responsibilities of the HEALTH DEPARTMENT regarding maintaining adequate levels of administrative, technical and financial capabilities to implement and enforce the program; and to establish responsibilities of the HEALTH DEPARTMENT for reporting to and maintaining communication with the DISTRICT. In consideration of the benefits to each of the parties, the DISTRICT and the HEALTH DEPARTMENT agree as follows:

III. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to the HEALTH DEPARTMENT its authority to implement and administer the program for regulation of water well construction standards for all water wells in Martin County.

2. The HEALTH DEPARTMENT shall review, evaluate and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in Martin County, pursuant to:

a. Chapter 40E-3, F.A.C., which is attached as EXHIBIT 1;

b. The rules incorporated in Section 40E-3.3036, F.A.C., which are attached as EXHIBITS 2-6; and,

c. The August 27, 2004, Interagency Agreement between the Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas which is attached as EXHIBIT 7. Official maps of areas delineated pursuant to Section 62-524.430, F.A.C., are available from the Department of Environmental Regulation.

3. The HEALTH DEPARTMENT shall use application and permit forms including completion report forms approved for use by the DISTRICT. An application form and a completion report form approved for use by the DISTRICT are attached as EXHIBIT 8.

4. The DISTRICT will continue to review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of water pursuant to Part II of Chapter 373, Florida Statutes.

5. The HEALTH DEPARTMENT will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use permit application has been approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.

6. The HEALTH DEPARTMENT will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its well construction permits. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in Martin County. However, to the extent practical, the DISTRICT will not initiate enforcement action within Martin County without prior communication or coordination with the local program.

7. The DISTRICT will forego implementation of the water well construction permitting program for wells within the HEALTH DEPARTMENT.

8. Upon the effective date of this Agreement, the HEALTH DEPARTMENT shall adopt or amend any ordinance, as necessary to implement the provisions of this Agreement. The DISTRICT may adopt a rule amendment implementing the provisions of this Agreement.

IV. REPORTING RESPONSIBILITIES

1. The HEALTH DEPARTMENT will provide to the DISTRICT, on a quarterly basis, a list (hard copy and computer disk) summarizing each well construction permit issued and all well completion reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon), permittee name and address section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth. The DISTRICT will work with the HEALTH DEPARTMENT to develop a mutually acceptable reporting format.

2. The Project Manager for the DISTRICT is Ann Marie Superchi and all correspondence and communications from the HEALTH DEPARTMENT shall be directed to her. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

3. All reports and correspondence required under this agreement shall be sent to:

South Florida Water Management District
Water Use Division
Attn: Ann Marie Superchi, Science Technician 3
P.O. Box 24680
West Palm Beach, Florida 33416-4680

V. PROGRAM MANAGEMENT

1. The HEALTH DEPARTMENT shall hire and maintain a staff capable of performing the duties specified in this Agreement. The HEALTH DEPARTMENT shall maintain adequate program funding, staffing and equipment to comply with all statutes, rules and policies pertaining to the delegated water well construction program. Permits shall be required for all wells unless expressly exempt by statute or rule.

2. The HEALTH DEPARTMENT shall assess and retain permit fees for the delegated water well program. Nothing in this Agreement shall preclude the HEALTH

DEPARTMENT from assessing administrative fees if it deems it necessary to support review and compliance functions under this Agreement.

3. In the event administrative or judicial legal proceedings become necessary for proper implementation of the program or are initiated by an applicant or permittee, the District shall assume the responsibility for such proceedings or, in the alternative, may at the request of the HEALTH DEPARTMENT, provide the expertise and financial resources necessary to resolve such proceedings. In the event the District assumes the responsibility for such proceedings, the HEALTH DEPARTMENT shall cooperate with the District and provide any and all requested assistance, including but not limited to testimony.

VI. PROGRAM OVERSIGHT

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to the HEALTH DEPARTMENT, any pending water well application or issued permits which the HEALTH DEPARTMENT is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by the HEALTH DEPARTMENT or which the HEALTH DEPARTMENT has issued a permit, in cooperation with the HEALTH DEPARTMENT and the applicant.

2. The primary purpose of this program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable rules and statutes, and that appropriate files are being maintained for all delegated responsibilities assumed by the HEALTH DEPARTMENT.

VII. GENERAL PROVISIONS

1. The HEALTH DEPARTMENT is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and the HEALTH DEPARTMENT, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

2. The DISTRICT assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the DISTRICT and the officers, employees, servants and agents thereof. The DISTRICT warrants and represents that it is self-funded for liability insurance, with such protection being applicable to the officers, employees, servants, and agents while acting within the scope of their employment with the DISTRICT. The HEALTH DEPARTMENT and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; and, (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

3. If either party initiates legal action including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, based upon the fair market value of the services provided.

4. The HEALTH DEPARTMENT shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

5. Either party may terminate this Agreement at any time upon 120 days prior written notice to the other party. Within thirty days of a notice of intent to terminate this Agreement, both parties shall make good faith efforts to resolve any basis for the termination. If after sixty days, one or both of the parties to this Agreement still wish to terminate the Agreement, the HEALTH DEPARTMENT shall not accept any further applications under this Agreement. Except as otherwise agreed to by the parties, the HEALTH DEPARTMENT shall complete processing any pending application submitted to the HEALTH DEPARTMENT in accordance with this Agreement.

6. The terms of this Agreement may be extended, renewed amended or modified only by mutual consent of both parties and until reduced to writing.

7. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.

8. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such condition or provision, or impair the enforcement rights of the parties, their successors and assigns.

9. This agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, agreements, rules, memorandums, letter or ordinances to the contrary. The HEALTH DEPARTMENT recognizes that any representations, statements or negotiations made by the DISTRICT do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized and signed by an authorized DISTRICT representative. This Agreement shall bind the parties, their assigns and successors in interest.

10. This Agreement shall become effective when it is fully executed by both parties. The parties or their duly authorized representatives hereby execute this Agreement.

The parties or their duly authorized representatives hereby execute this Second Amendment to the Delegation Agreement.

SOUTH FLORIDA WASTE MANAGEMENT
DISTRICT
By its Governing Board

By: 
Chairman

Attested:

By: Cathy Widner

District Clerk/Asst. Secretary

Dated: 5/13/2010



Legal Form Approved:

By: Jennifer Bokankowitz

Jennifer Bokankowitz, Esq.

MARTIN COUNTY HEALTH DEPARTMENT

By: [Signature]

Administrator

- Exhibit 1- Chapter 40E-3, F.A.C.
- Exhibit 2- Chapter 62-531, F.A.C., Well Contractor Licensing Requirements
- Exhibit 3- The Department's Water Well Contractor Disciplinary Guidelines and Procedures Manual (October 2002) and the Department's Florida Unified Citation Dictionary for Well Construction (October 2002)
- Exhibit 4- Chapter 62-532, F.A.C., Water Well Permitting and Construction Requirements
- Exhibit 5- Chapter 62-555, F.A.C., Construction of Public Supply Water Wells
- Exhibit 6- Chapter 62-524, F.A.C., Construction of Water Wells in Delineated Areas
- Exhibit 7- Interagency Agreement between the Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health
- Exhibit 8- Application Form and Completion Report Form

RECEIVED
ON THE PERMITS OFFICE
MAY 21 2010 2:52 PM
CW

SECOND AMENDMENT TO THE WATER WELL CONSTRUCTION PERMIT PROGRAM
DELEGATION AGREEMENT BETWEEN SOUTH FLORIDA WATER MANAGEMENT
DISTRICT AND OKEECHOBEE COUNTY HEALTH DEPARTMENT

SFWMD ORDER NO.: 2010-093-DAO-WC

SOUTH FLORIDA
WATER MANAGEMENT DISTRICT

The South Florida Water Management District ("DISTRICT") and the Okeechobee County Health Department ("HEALTH DEPARTMENT") enter into this Second Amendment to the Delegation Agreement dated May 1, 2002, which has been incorporated by reference into Rule 40E-3.035, F.A.C, to accomplish the goals and purposes stated below.

Witnesseth:

I. PARTIES

1. The DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box 24680, 3301 Gun Club Road, West Palm Beach, Florida 33416-4680.

2. The HEALTH DEPARTMENT is a unit of the State of Florida Department of Health located at P.O. Box 1897, 1728 NW 9th Avenue, Okeechobee, Florida 34973. The COUNTY is a person within the meaning of Section 373.019(12), Florida Statutes.

3. The HEALTH DEPARTMENT is located within the boundaries of the DISTRICT and is subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes.

II. AUTHORITY AND PURPOSE OF AGREEMENT

1. The DISTRICT, pursuant Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells.

2. The DISTRICT desires implementation of the water well regulation program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and Regulations duly adopted thereunder.

3. The DISTRICT has authority pursuant to Sections 373.308 and 373.309, Florida Statutes, to delegate to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes.

4. The DISTRICT recognizes that the HEALTH DEPARTMENT has the desire and the regulatory experience necessary to implement such water well regulatory program

and has delegated implementation of the water well regulation program to the HEALTH DEPARTMENT since 1985.

5. The purpose of this Agreement is to reaffirm and update the permitting, compliance and enforcement responsibility of the HEALTH DEPARTMENT associated with the delegation of the water well construction program for all water wells in Okeechobee County and to establish the responsibilities of the HEALTH DEPARTMENT regarding maintaining adequate levels of administrative, technical and financial capabilities to implement and enforce the program; and to establish responsibilities of the HEALTH DEPARTMENT for reporting to and maintaining communication with the DISTRICT. In consideration of the benefits to each of the parties, the DISTRICT and the HEALTH DEPARTMENT agree as follows:

III. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to the HEALTH DEPARTMENT its authority to implement and administer the program for regulation of water well construction standards for all water wells in Okeechobee County.

2. The HEALTH DEPARTMENT shall review, evaluate and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in Okeechobee County, pursuant to:

a. Chapter 40E-3, F.A.C., which is attached as EXHIBIT 1;

b. The rules incorporated in Section 40E-3.3036, F.A.C., which are attached as EXHIBITS 2-6; and,

c. The August 27, 2004, Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas which is attached as EXHIBIT 7. Official maps of areas delineated pursuant to Section 62-524.430, F.A.C., are available from the Department of Environmental Regulation.

3. The HEALTH DEPARTMENT shall use application and permit forms including completion report forms approved for use by the DISTRICT. An application form and a completion report form approved for use by the DISTRICT are attached as EXHIBIT 8.

4. The DISTRICT will continue to review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of water pursuant to Part II of Chapter 373, Florida Statutes.

5. The HEALTH DEPARTMENT will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use permit application has been approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.

6. The HEALTH DEPARTMENT will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its well construction permits. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in Okeechobee County. However, to the extent practical, the DISTRICT will not initiate enforcement action within Okeechobee County without prior communication or coordination with the local program.

7. The DISTRICT will forego implementation of the water well construction permitting program for wells within the HEALTH DEPARTMENT.

8. Upon the effective date of this Agreement, the HEALTH DEPARTMENT shall adopt or amend any ordinance, as necessary to implement the provisions of this Agreement. The DISTRICT may adopt a rule amendment implementing the provisions of this Agreement.

IV. REPORTING RESPONSIBILITIES

1. The HEALTH DEPARTMENT will provide to the DISTRICT, on a quarterly basis, a list (hard copy and computer disk) summarizing each well construction permit issued and all well completion reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon), permittee name and address section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth. The DISTRICT will work with the HEALTH DEPARTMENT to develop a mutually acceptable reporting format.

2. The Project Manager for the DISTRICT is Ann Marie Superchi and all correspondence and communications from the HEALTH DEPARTMENT shall be directed to her. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

3. All reports and correspondence required under this agreement shall be sent to:

South Florida Water Management District
Water Use Division
Attn: Ann Marie Superchi, Science Technician 3
P.O. Box 24680
West Palm Beach, Florida 33416-4680

V. PROGRAM MANAGEMENT

1. The HEALTH DEPARTMENT shall hire and maintain a staff capable of performing the duties specified in this Agreement. The HEALTH DEPARTMENT shall maintain adequate program funding, staffing and equipment to comply with all statutes, rules and policies pertaining to the delegated water well construction program. Permits shall be required for all wells unless expressly exempt by statute or rule.

2. The HEALTH DEPARTMENT shall assess and retain permit fees for the delegated water well program. Nothing in this Agreement shall preclude the HEALTH

DEPARTMENT from assessing administrative fees if it deems it necessary to support review and compliance functions under this Agreement.

3. In the event administrative or judicial legal proceedings become necessary for proper implementation of the program or are initiated by an applicant or permittee, the District shall assume the responsibility for such proceedings or, in the alternative, may at the request of the HEALTH DEPARTMENT, provide the expertise and financial resources necessary to resolve such proceedings. In the event the District assumes the responsibility for such proceedings, the HEALTH DEPARTMENT shall cooperate with the District and provide any and all requested assistance, including but not limited to testimony.

VI. PROGRAM OVERSIGHT

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to the HEALTH DEPARTMENT, any pending water well application or issued permits which the HEALTH DEPARTMENT is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by the HEALTH DEPARTMENT or which the HEALTH DEPARTMENT has issued a permit, in cooperation with the HEALTH DEPARTMENT and the applicant.

2. The primary purpose of this program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable rules and statutes, and that appropriate files are being maintained for all delegated responsibilities assumed by the HEALTH DEPARTMENT.

VII. GENERAL PROVISIONS

1. The HEALTH DEPARTMENT is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and the HEALTH DEPARTMENT, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

2. The DISTRICT assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the DISTRICT and the officers, employees, servants and agents thereof. The DISTRICT warrants and represents that it is self-funded for liability insurance, with such protection being applicable to the officers, employees, servants, and agents while acting within the scope of their employment with the DISTRICT. The HEALTH DEPARTMENT and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; and, (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

3. If either party initiates legal action including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, based upon the fair market value of the services provided.

4. The HEALTH DEPARTMENT shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

5. Either party may terminate this Agreement at any time upon 120 days prior written notice to the other party. Within thirty days of a notice of intent to terminate this Agreement, both parties shall make good faith efforts to resolve any basis for the termination. If after sixty days, one or both of the parties to this Agreement still wish to terminate the Agreement, the HEALTH DEPARTMENT shall not accept any further applications under this Agreement. Except as otherwise agreed to by the parties, the HEALTH DEPARTMENT shall complete processing any pending application submitted to the HEALTH DEPARTMENT in accordance with this Agreement.

6. The terms of this Agreement may be extended, renewed amended or modified only by mutual consent of both parties and until reduced to writing.

7. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.

8. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such condition or provision, or impair the enforcement rights of the parties, their successors and assigns.

9. This agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, agreements, rules, memorandums, letter or ordinances to the contrary. The HEALTH DEPARTMENT recognizes that any representations, statements or negotiations made by the DISTRICT do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized and signed by an authorized DISTRICT representative. This Agreement shall bind the parties, their assigns and successors in interest.

10. This Agreement shall become effective when it is fully executed by both parties. The parties or their duly authorized representatives hereby execute this Agreement.

The parties or their duly authorized representatives hereby execute this Second Amendment to the Delegation Agreement.

SOUTH FLORIDA WASTE MANAGEMENT
DISTRICT

By its Governing Board

By:  _____
Chairman

Attested:

By: Cathy Wideman

District Clerk/Asst. Secretary

Dated: 5/13/10, 2010



Legal Form Approved:

By: Jennifer Bokankowitz

Jennifer Bokankowitz, Esq.

OKEECHOBEE COUNTY HEALTH DEPARTMENT

By: F. L. Szyja
Administrator

- Exhibit 1- Chapter 40E-3, F.A.C.
- Exhibit 2- Chapter 62-531, F.A.C., Well Contractor Licensing Requirements
- Exhibit 3- The Department's Water Well Contractor Disciplinary Guidelines and Procedures Manual (October 2002) and the Department's Florida Unified Citation Dictionary for Well Construction (October 2002)
- Exhibit 4- Chapter 62-532, F.A.C., Water Well Permitting and Construction Requirements
- Exhibit 5- Chapter 62-555, F.A.C., Construction of Public Supply Water Wells
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- Exhibit 7- Interagency Agreement between The Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health Exhibit 8-Application form and Completion Report form

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DISTRICT CLERK'S OFFICE
MAY 24 2010 2:54 PM
SOUTH FLORIDA
WATER MANAGEMENT DISTRICT

SECOND AMENDMENT TO THE WATER WELL CONSTRUCTION PERMIT PROGRAM
DELEGATION AGREEMENT BETWEEN SOUTH FLORIDA WATER MANAGEMENT
DISTRICT AND ST. LUCIE COUNTY HEALTH DEPARTMENT

SFWMD ORDER NO.: 2010-094-DAO-WC

The South Florida Water Management District ("DISTRICT") and the St. Lucie County Health Department ("HEALTH DEPARTMENT") enter into this Second Amendment to the Delegation Agreement dated April 13, 2000, which has been incorporated by reference into Rule 40E-3.035, F.A.C, to accomplish the goals and purposes stated below.

Witnesseth:

I. PARTIES

1. The DISTRICT is a public corporation of the State of Florida existing by virtue of Laws of Florida, 1949, and operating pursuant to Chapter 373, Florida Statutes, and Title 40E, Florida Administrative Code (F.A.C.), as a multipurpose water management district with its principal office at P.O. Box 24680, 3301 Gun Club Road, West Palm Beach, Florida 33416-4680.

2. The HEALTH DEPARTMENT is a unit of the State of Florida Department of Health located at 5050 NW Milner Drive, Port St. Lucie, Florida 34983. The COUNTY is a person within the meaning of Section 373.019(12), Florida Statutes.

3. The HEALTH DEPARTMENT is located within the boundaries of the DISTRICT and is subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes.

II. AUTHORITY AND PURPOSE OF AGREEMENT

1. The DISTRICT, pursuant Chapter 373, Florida Statutes and the Rules duly adopted thereunder, has authority within its jurisdiction for the administration and enforcement of rules governing water wells.

2. The DISTRICT desires implementation of the water well regulation program contemplated in Part III of Chapter 373, Florida Statutes, and the Rules and Regulations duly adopted thereunder.

3. The DISTRICT has authority pursuant to Sections 373.308 and 373.309, Florida Statutes, to delegate to any political subdivision any of its authority under Part III of Chapter 373, Florida Statutes, by interagency agreement adopted pursuant to Section 373.046, Florida Statutes.

4. The DISTRICT recognizes that the HEALTH DEPARTMENT has the desire and the regulatory experience necessary to implement such water well regulatory program

and has delegated implementation of the water well regulation program to the HEALTH DEPARTMENT since 2000.

5. The purpose of this Agreement is to reaffirm and update the permitting, compliance and enforcement responsibility of the HEALTH DEPARTMENT associated with the delegation of the water well construction program for all water wells in St. Lucie County and to establish the responsibilities of the HEALTH DEPARTMENT regarding maintaining adequate levels of administrative, technical and financial capabilities to implement and enforce the program; and to establish responsibilities of the HEALTH DEPARTMENT for reporting to and maintaining communication with the DISTRICT. In consideration of the benefits to each of the parties, the DISTRICT and the HEALTH DEPARTMENT agree as follows:

III. SCOPE OF DELEGATION

1. The DISTRICT hereby delegates to the HEALTH DEPARTMENT its authority to implement and administer the program for regulation of water well construction standards for all water wells in St. Lucie County.

2. The HEALTH DEPARTMENT shall review, evaluate and make final inspections and disposition of permit applications for the construction, repair and abandonment of all water wells in St. Lucie County, pursuant to:

a. Chapter 40E-3, F.A.C., which is attached as EXHIBIT 1;

b. The rules incorporated in Section 40E-3.3036, F.A.C., which are attached as EXHIBITS 2-6; and,

c. The August 27, 2004, Interagency Agreement between the Department of Environmental Regulation and the South Florida Water Management District, and the Department of Health regarding delegation of water wells in delineated areas which is attached as EXHIBIT 7. Official maps of areas delineated pursuant to Section 62-524.430, F.A.C., are available from the Department of Environmental Regulation.

3. The HEALTH DEPARTMENT shall use application and permit forms including completion report forms approved for use by the DISTRICT. An application form and a completion report form approved for use by the DISTRICT are attached as EXHIBIT 8.

4. The DISTRICT will continue to review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of water pursuant to Part II of Chapter 373, Florida Statutes.

5. The HEALTH DEPARTMENT will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit until the Consumptive Use permit application has been approved by the DISTRICT, unless the project is exempt from permitting requirements pursuant to 40E-2.051, F.A.C., or the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.

6. The HEALTH DEPARTMENT will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its well construction permits. This provision does not preclude the DISTRICT from conducting enforcement activities concerning well construction in St. Lucie County. However, to the extent practical, the DISTRICT will not initiate enforcement action within St. Lucie County without prior communication or coordination with the local program.

7. The DISTRICT will forego implementation of the water well construction permitting program for wells within the HEALTH DEPARTMENT.

8. Upon the effective date of this Agreement, the HEALTH DEPARTMENT shall adopt or amend any ordinance, as necessary to implement the provisions of this Agreement. The DISTRICT may adopt a rule amendment implementing the provisions of this Agreement.

IV. REPORTING RESPONSIBILITIES

1. The HEALTH DEPARTMENT will provide to the DISTRICT, on a quarterly basis, a list (hard copy and computer disk) summarizing each well construction permit issued and all well completion reports received during the three previous months. The summary shall include, at a minimum, well construction permit number, date issued, permit type (construct/repair/abandon), permittee name and address section/township/range, contractor name and license number, Water Use Permit number, type of use, total depth, and casing diameter and depth. The DISTRICT will work with the HEALTH DEPARTMENT to develop a mutually acceptable reporting format.

2. The Project Manager for the DISTRICT is Ann Marie Superchi and all correspondence and communications from the HEALTH DEPARTMENT shall be directed to her. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

3. All reports and correspondence required under this agreement shall be sent to:

South Florida Water Management District
Water Use Division
Attn: Ann Marie Superchi, Science Technician 3
P.O. Box 24680
West Palm Beach, Florida 33416-4680

V. PROGRAM MANAGEMENT

1. The HEALTH DEPARTMENT shall hire and maintain a staff capable of performing the duties specified in this Agreement. The HEALTH DEPARTMENT shall maintain adequate program funding, staffing and equipment to comply with all statutes, rules and policies pertaining to the delegated water well construction program. Permits shall be required for all wells unless expressly exempt by statute or rule.

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DEPARTMENT from assessing administrative fees if it deems it necessary to support review and compliance functions under this Agreement.

3. In the event administrative or judicial legal proceedings become necessary for proper implementation of the program or are initiated by an applicant or permittee, the District shall assume the responsibility for such proceedings or, in the alternative, may at the request of the HEALTH DEPARTMENT, provide the expertise and financial resources necessary to resolve such proceedings. In the event the District assumes the responsibility for such proceedings, the HEALTH DEPARTMENT shall cooperate with the District and provide any and all requested assistance, including but not limited to testimony.

VI. PROGRAM OVERSIGHT

1. In order to promote consistency, the DISTRICT may review, upon reasonable notice to the HEALTH DEPARTMENT, any pending water well application or issued permits which the HEALTH DEPARTMENT is reviewing or has processed pursuant to this Agreement. The DISTRICT may also randomly inspect project sites for which an application is being processed by the HEALTH DEPARTMENT or which the HEALTH DEPARTMENT has issued a permit, in cooperation with the HEALTH DEPARTMENT and the applicant.

2. The primary purpose of this program review is to determine if permit applications, monitoring programs, compliance efforts, and enforcement actions are being managed in accordance with applicable rules and statutes, and that appropriate files are being maintained for all delegated responsibilities assumed by the HEALTH DEPARTMENT.

VII. GENERAL PROVISIONS

1. The HEALTH DEPARTMENT is an independent contractor and is not an employee or agent of the DISTRICT. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the DISTRICT and the HEALTH DEPARTMENT, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

2. The DISTRICT assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the DISTRICT and the officers, employees, servants and agents thereof. The DISTRICT warrants and represents that it is self-funded for liability insurance, with such protection being applicable to the officers, employees, servants, and agents while acting within the scope of their employment with the DISTRICT. The HEALTH DEPARTMENT and the DISTRICT further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; and, (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

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7. If any part of this Agreement is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect, provided that both parties agree that the material purposes of this Agreement can be determined and effectuated.

8. Failures or waivers to enforce any condition or provision of this Agreement by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such condition or provision, or impair the enforcement rights of the parties; their successors and assigns.

9. This agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, agreements, rules, memorandums, letter or ordinances to the contrary. The HEALTH DEPARTMENT recognizes that any representations, statements or negotiations made by the DISTRICT do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized and signed by an authorized DISTRICT representative. This Agreement shall bind the parties, their assigns and successors in interest.

10. This Agreement shall become effective when it is fully executed by both parties. The parties or their duly authorized representatives hereby execute this Agreement.

The parties or their duly authorized representatives hereby execute this Second Amendment to the Delegation Agreement.

SOUTH FLORIDA WASTE MANAGEMENT
DISTRICT

By its Governing Board

By:  _____
Chairman

Attested:

By: Carly Warden

District Clerk/Asst. Secretary

Dated: 5/12, 2010



Legal Form Approved:

By: Jennifer Bokankowitz
Jennifer Bokankowitz, Esq.

ST. LUCIE COUNTY HEALTH DEPARTMENT

By: James W. Moss
Administrator

- Exhibit 1- Chapter 40E-3, F.A.C.
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