

WELL CONSTRUCTION PERMITTING AGREEMENT
BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
MANATEE COUNTY

THIS AGREEMENT is made by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as the "DISTRICT," and MANATEE COUNTY, hereinafter referred to as "MANATEE," effective June 1, 2010.

INTRODUCTION AND INTENT

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

WHEREAS, MANATEE has the authority and responsibility, within the boundaries of Manatee County, Florida to protect public health and prevent disease caused by natural and manmade factors in the environment, as set forth in Chapter 381, F.S.; and

WHEREAS, Manatee County is within the jurisdiction of the DISTRICT, as described in Section 373.069, F.S., and is therefore subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Part III, Chapter 373, F.S.; and

WHEREAS, pursuant to Sections 373.308 and 373.309, F.S., the District is authorized to delegate to MANATEE by interagency agreement the authority to regulate the permitting and construction of water wells within Manatee County; and

WHEREAS, the DISTRICT and MANATEE have entered into agreements, effective since April 5, 1978, which have delegated to MANATEE the authority to administer and enforce rules and regulations governing water wells and water well contractors as set forth in Part III, Chapter 373, F.S., and Chapters 40D-3, 62-524, 62-531, 62-532 and 62-555, F.A.C.;

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

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

1. This Agreement shall take effect on June 1, 2010. MANATEE will continue to review and evaluate well construction permit applications and issue or deny permits for the construction, repair, modification or abandonment of water wells in Manatee County, with the following exceptions:

- a. permits issued in accordance with Chapter 62-524, F.A.C.;
- b. wells constructed, repaired, modified or abandoned by the DISTRICT;
- c. permits for Class I and Class V, Groups 2 through 9 wells as defined in Chapter 62-528, F.A.C; and
- d. permits for wells located within any areas subject to the Memorandum of Agreement Between the U.S. Environmental Protection Agency, Region IV, Superfund Division and the DISTRICT.

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

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

4. The DISTRICT will review and evaluate applications and issue or deny permits for wells constructed, repaired, modified or abandoned in accordance with the provisions of Chapter 62-524, F.A.C., and for any wells constructed, repaired, modified or abandoned by the DISTRICT. Permits for Class I and Class V, Groups 2 through 9 (with the exception of those listed under Paragraph 2 herein), wells must be obtained from the DISTRICT pursuant to Section 373.106, F.S. The DISTRICT will provide MANATEE with a copy of permits issued by the DISTRICT for informational purposes, if requested.

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

6. MANATEE will use the forms in use by the DISTRICT, which currently include the standardized State of Florida Permit Application to Construct, Repair, Modify or Abandon a Well, Form No. LEG-R.040.00 (4/09); the Well Completion Report, Form No. LEG-R.005.01 (4/09); the Well Grouting/Abandonment Form, Form No. LEG-R.041.00 (4/09); the Well Construction Inspection Checklist, Form No. RPM.004.01 (2/07); and the Public Supply Well Information and Classification Form, Form No. LEG-R.015.01 (4/09). MANATEE will use any revised or additional well construction-related forms that hereafter may be adopted by the DISTRICT.

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

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

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

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

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

12. In accordance with Chapter 40D-3, F.A.C., and Chapter 62-555, F.A.C., MANATEE will issue permits, conduct well site inspections and witness the grouting

operations for public supply wells. MANATEE may grant a variance to this witnessing requirement if the conditions specified in subsection 40D-3.461(6), F.A.C., are met. MANATEE will fully complete for each such well a Well Grouting/Abandonment Form (see Paragraph 6 herein). MANATEE will scan the forms into WMIS and submit originals of these reports to the DISTRICT on a monthly basis.

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

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

- a. MANATEE will carry out an inspection program, as described in more detail in Paragraphs 11, 12 and 13 herein;
- b. MANATEE will report all unlicensed activities to the DISTRICT and will take appropriate enforcement action against the unlicensed individual;
- c. MANATEE will take enforcement action against licensed water well contractors as set forth in Chapter 62-531, F.A.C, and implemented by the Water Well Contractor Disciplinary Guidelines and Procedures Manual, October 2002 (or later version adopted by the District), and the Uniform Citations Dictionary for Water Well Contractors, October 2002 (or later version adopted by the District). Where appropriate, as described in the guidance documents, MANATEE will comply with the due process requirements of Chapter 120, F.S.;
- d. MANATEE will report enforcement actions to the DISTRICT on a monthly basis. The DISTRICT will report the appropriate information to the Statewide Clearinghouse;
- e. The DISTRICT may conduct audits of MANATEE'S compliance and enforcement programs, as the DISTRICT deems appropriate. The DISTRICT may direct MANATEE to take specified enforcement actions if the DISTRICT finds MANATEE has failed to do so where appropriate.
- f. The DISTRICT will, upon request, provide technical support and assist with the resolution of significant technical and policy disputes that cannot otherwise be resolved despite good faith efforts by MANATEE and the contractor.

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

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

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

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

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

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

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

19. MANATEE will have the authority to charge and retain well construction permit fees, in accordance with Sections 373.109 and 373.309, F.S, and at a minimum in accordance with Rule 40D-1.607, F.A.C. It is the intention of the parties that MANATEE will operate the program in an efficient and cost effective manner. In the

event any fees proposed to be assessed by MANATEE will exceed the fees currently charged by MANATEE as set forth in Appendix 1: Fee Schedule, attached hereto and incorporated herein, MANATEE must obtain the DISTRICT's concurrence. At the written request of the DISTRICT, MANATEE will prepare and provide to the District a program financial audit justifying the proposed fee or increase. Any new or increased fee must be adopted by the Manatee County Board of County Commissioners.

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

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

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

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

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

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

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

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

26. MANATEE may not further delegate its authority under this Agreement.


27. Unless terminated by either the DISTRICT or MANATEE upon ninety (90) days prior written notice, this Agreement will continue in effect until June 1, 2015, and may be extended upon terms mutually acceptable to both parties.

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

Approved as to Legal Form and Content

Attorney

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: 
Todd Pressman, Chair

Attest: 
Hugh M. Gramling, Secretary

(Seal)



Filed this 24th day of
JUNE 2010.
Dianem. Lee
Deputy Agency Clerk

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**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

Approved as to Legal Form and
Content

Attorney

By: _____
Todd Pressman, Chair

Attest: _____
Hugh M. Gramling, Secretary

(Seal)

Filed this _____ day of
_____ 2010.

Deputy Agency Clerk

∞

**ATTEST: R. B. SHORE
CLERK OF THE CIRCUIT COURT**

By: *Jurane Romine*
Deputy Clerk

**MANATEE COUNTY, FLORIDA
By: Board of County Commissioners**

By: *Donna G. Hayes*
Donna G. Hayes, Chairman

Date of Execution: 4/27/2010



Appendix 1

ENVIRONMENTAL MANAGEMENT DEPARTMENT

**WATER WELL PERMITTING PROGRAM
PERMIT FEES**

ACTIVITY	FEE
ABANDONMENTS	\$0
PUBLIC SUPPLY	\$300
OTHER WELLS¹	\$145

¹ Includes Domestic, Irrigation, Monitor, Irrigation-Repair/Deepen, Domestic-Repair/Deepen, Livestock, Test/Piezometer, Recovery Well, Injection, Connection, Dewatering, Mining, Return Air Heat, Essential Service, Foundation Test Well, Power, Recharge Well/Satellite, Drainage Well, Grounding Rod, Recreation (Lake), Geothermal, Inventory, Air Conditioning/Heat Pump, Back Plugging, Industrial, and Sealed Water Well.