

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT: Agreement between St. Johns River Water Management District and Seminole County for controlling Abandoned Artesian Wells**

**DEPARTMENT: Environmental Services DIVISION: Water & Waterwater Division**

**AUTHORIZED BY: [Signature] CONTACT: Gary Rudolph EXT. 2020  
Robert G. Adolphe, P.E., Director Utilities Manager**

Agenda Date 12/14/04 Regular  Consent  Work Session  Briefing   
Public Hearing – 1:30  Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

Approve Agreement with the St. Johns River Water Management District (SJRWMD) for participation in the abandoned artesian well plugging program.

**BACKGROUND:**

Since 1992, the County has participated with St. Johns River Water Management District (SJRWMD) in this program. We receive up to \$35,000 annually from SJRWMD in matching costs for our efforts. The County's efforts in this program assist the SJRWMD in maintaining an inventory of abandoned wells, providing local contact to the public regarding identification of new wells, and providing local coordination of cost sharing information. The County forwards information on well location, ownership, description (casing diameter, condition, estimated flow, and wellhead access considerations) to the SJRWMD. SJRWMD assigns a well number to the well(s) based on GIS location. Upon receipt of authorization from the well owner, the well is put on a well plugging list. A contractor hired by SJRWMD is sent to the County when there are a sufficient number of wells to be plugged (at least 10). SJRWMD provides an inspector to ensure the abandonment procedure is followed properly.

The term of this Agreement corresponds to our fiscal year 2004/2005. Compensation pays for cost of personnel services, miscellaneous field supplies required, and travel. As part of the quarterly reporting process, the County provides itemization of all direct labor hours, hourly rates, and invoices in support of miscellaneous supplies and mileage.

Reviewed by:  
Co Atty: \_\_\_\_\_  
DFS: \_\_\_\_\_  
Other: \_\_\_\_\_  
DCM: [Signature]  
CM: [Signature]  
  
File No. CESW01

# Environmental Services Department

**TO:** Robert G. Adolphe, P.E., Environmental Services Director  
**FROM:** John Cassaro, IPP Supervisor   
**THRU:** Gary Rudolph, Utilities Manager   
**DATE:** November 17, 2004  
**SUBJ:** Abandoned Artesian Well Program

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The table below summarizes program activity since inception including well plugging activities for FY 03/04.

## ARTESIAN WELLS PLUGGED/ REPAIRED SUMMARY

FY	PLUGGED	BUDGETED	SPENT
FY 92/93	3		11,703.46
FY 93/94	25	35,000	27,937.59
FY 94/95	54	35,000	33,501.16
FY 95/96	51	35,000	14,457.16
FY 96/97	26	35,000	16,669.07
FY 97/98	32	35,000	26,329.37
FY 98/99	13	35,000	18,753.57
FY 99/00	13	20,000	16,242.45
FY 00/01	19	35,000	17,684.76
FY 01/02	13	35,000	20,472.54
FY 02/03	21	35,000	30,000.00
FY 03/04	13	35,000	34,993.94
<b>TOTALS</b>	<b>283</b>	<b>\$370,000</b>	<b>\$273,745.07</b>

It is estimated by the SJRWMD that with the additional 13 wells plugged this fiscal year (03/04) the potential water saved from being discharged onto the ground now totals 27.7 mgd since the inception of this program. Additional wells continue to be plugged at owner's request as old well casings deteriorate and become unusable and begin to flow uncontrollably.

**AGREEMENT BETWEEN  
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND SEMINOLE COUNTY  
FOR CONTROLLING ABANDONED ARTESIAN WELLS**

THIS Agreement is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (“the District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and Seminole County (“the County”), whose address is 1101 East First Street, Sanford, Florida 32771.

**WITNESSETH THAT:**

WHEREAS, the District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Fla. Stat., whose geographical boundaries encompass Seminole County; and

WHEREAS, pursuant to Section 373.207(1), Fla. Stat., the Florida legislature has directed the water management districts of the state to locate all known abandoned artesian wells, and to ensure that each well is properly controlled; and

WHEREAS, the County is a public body and is empowered to enter into an agreement with the District for the purposes of conserving and protecting water resources in Seminole County; and

WHEREAS, the District has determined that its needs will be best served by entering into an Agreement for services and revenue that can be provided by the County.

NOW THEREFORE, in consideration of the premises, which are made a part of this agreement, and the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows.

**ARTICLE I - TERM**

- A. **Term.** The term of this Agreement shall be from the Effective Date to the Completion Date.
1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same; provided, however, that in the event a date other than the aforesaid is set forth below in this section, that date shall be the Effective Date.  
  
In lieu of the aforesaid Effective Date, the Effective Date of this Agreement shall be October 1, 2004.
  2. **Completion Date.** The Completion Date of this Agreement shall be no later than September 30, 2007, unless extended by mutual written agreement of the parties. All work under this Agreement shall be completed for use no later than the Completion Date.
- B. **Time is of the Essence.** The Effective Date and Completion Date are essential conditions hereof. In addition, time is of the essence for each and every aspect of this Agreement. Where additional time is allowed for the completion of the work, the new time limit shall also be of the essence.

**ARTICLE II - STATEMENT OF WORK**

The purpose of this Agreement is for controlling abandoned artesian wells in Seminole County, Florida, utilizing the services of a Florida-licensed water well contractor. The District and the County each agree to perform the work as specified. Should any change in this work be necessary, the District and the County shall execute an amendment to the Agreement, specifying the change in work, and if applicable, establishing any changes to the funding amount.

**A. Responsibilities of the County:**

1. The County shall obligate funding for fifty percent (50%) of the costs of controlling abandoned artesian wells in Seminole County, Florida, up to the amount of \$35,000 for each fiscal year.
2. The County shall submit to the District written assurance of availability of funds for each fiscal year on or before September 30.
3. The County shall pay the District up to \$35,000 each fiscal year for the services of a water well contractor and the materials necessary for controlling abandoned artesian wells in Seminole County, Florida.
4. In the event well abandonment opportunities become available and the costs exceed the funding amount for the current fiscal year, the County agrees to seek additional funds for funding fifty percent (50%) of the costs.
5. The County shall be responsible for locating wells that are to be controlled, completing a Well Investigation Form (Attachment 1) for each well, and submitting the forms to the District.
6. The County shall be responsible for obtaining written consent of well owners, authorizing their wells to be plugged by the District.
7. The County shall provide local contact with the public regarding the identification of new wells for the District's inventory.
8. The County shall provide local coordination of the Abandoned Artesian Well Plugging Cost Share Program.

**B. Responsibilities of the District:**

1. The District shall administer the provisions of this Agreement.
2. The District shall obligate funding for fifty percent (50%) of the costs of controlling abandoned artesian wells in Seminole County, Florida, up to the amount of \$35,000 for each fiscal year.
3. The District shall submit to the County written assurance of availability of funds for each fiscal year on or before September 30.

4. In the event well abandonment opportunities become available and the costs exceed the funding amount for the current fiscal year, the District agrees to seek additional funds for funding fifty percent (50%) of the costs.
5. The District shall maintain the services of a qualified water well contractor for the duration of this Agreement.
6. The District shall provide professional and technical support necessary to address all aspects of the work carried out by the water well contractor.

### **ARTICLE III - COMPENSATION**

- A. **Amount of Funding.** The District and the County agree to pay fifty percent (50%) of the costs of controlling abandoned artesian wells in Seminole County, Florida, up to \$105,000 each over the entire term of this Agreement, providing funding in the amount of \$35,000 for each fiscal year.

Fiscal Year: October 1, 2004 – September 30, 2005	Amount: \$35,000 each Party
Fiscal Year: October 1, 2005 – September 30, 2006	Amount: \$35,000 each Party
Fiscal Year: October 1, 2006 – September 30, 2007	Amount: \$35,000 each Party

Funding for each applicable fiscal year of this Agreement is subject to District Governing Board and County budgetary appropriation, as provided in ARTICLE V – FUNDING CONTINGENCY.

- B. **Invoicing Procedure.** The District shall invoice the County quarterly (on December 31, March 31, June 30, and September 30 of each year) for payment of fifty percent (50%) of the amount expended for the controlling of wells during that quarter.

### **ARTICLE IV - LIABILITY AND INSURANCE**

- A. Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. In addition, each party is subject to the provisions of Section 768.28, Fla. Stat., as amended. Nothing herein shall be construed as a waiver of sovereign immunity by any party hereto.
- B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations.

### **ARTICLE V - FUNDING CONTINGENCY**

- A. This Agreement is at all times contingent upon availability of District funding, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature to the Ecosystem Management and Restoration Fund Trust Fund, as provided for in Chapters 87-97 and 96-176, Laws of Florida, and Rule 62-43, Fla. Admin. Code; and (3) an appropriation by the U.S. Environmental Protection Agency, as provided for in Section 320 (33 USC § 1330) of the Clean Water Act of 1987.

- B. In the event the District is notified at any time that funds from an external funding source will not be available, or are no longer available, in whole or in part, the District shall so notify the County and this Agreement, upon the election of the District, shall be deemed terminated for convenience five (5) days after receipt of such notice or within such additional time as the District may allow.
- C. Agreements that extend for a period of more than one (1) year are subject to annual appropriation of funds, in the sole discretion and judgment of the District's Governing Board, or County as applicable, for each succeeding year. Should the work not be approved for funding in succeeding years, the party whose funding was denied shall so notify the other party, and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the terminating party may allow.
- D. The District and the County each intend to fulfill their obligations as stated in this Agreement, but they cannot make commitments in excess of appropriated funds authorized by law and made administratively available. If either party cannot fulfill its obligations due to funding, this Agreement may be terminated at the election of either party.

**ARTICLE VI - PROJECT MANAGEMENT**

- A. **Project Managers.** The project managers shall be responsible for overall coordination, oversight, and management of the Work. The parties agree to the following persons being designated as project manager:

DISTRICT

Wesley A. Curtis, Project Manager  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, Florida 32177  
386-329-4252  
E-mail: [wcurtis@sjrwmd.com](mailto:wcurtis@sjrwmd.com)

COUNTY

John Cassaro, Project Manager  
Seminole County  
500 West Lake Mary Boulevard  
Sanford, Florida 32773-7499  
407-665-2318  
E-mail: [jcassaro@seminolecounty.fl.gov](mailto:jcassaro@seminolecounty.fl.gov)

- B. **District Project Manager.** The District's Project Manager shall have sole and complete responsibility to transmit instructions, receive information, and communicate District policies and decisions regarding all matters pertinent to performance of the work. The District's project manager shall have the authority to approve minor deviations in the work that do not affect the total compensation or the Completion Date. The District's Project Manager and, as appropriate, other District employees, shall meet with the County when necessary in the District's judgment to provide decisions regarding performance of the work, as well as to review and comment on reports.
- C. **Change in Project Manager.** Either party to this Agreement may change its Project Manager by providing not less than three (3) business days prior written notice of the change to the other party. The District and the County reserve the right to request the other party to replace its Project Manager if said Project Manager is unable to carry the work forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.
- D. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail to the respective party's Project Manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other party within five (5) business

days. Except as otherwise provided herein, notices may be sent via e-mail or fax, which shall be deemed delivered on the date transmitted and received.

#### ARTICLE VII - TERMINATIONS

- A. Termination for Default: This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice delivered by certified mail, return receipt requested, and (2) an opportunity to consult with the other party prior to termination and remedy the default.
- B. Termination for Convenience: This Agreement may be terminated in whole or in part in writing by either party, provided the other party is given: (1) not less than thirty (30) calendar days written notice by certified mail, return receipt requested, of intent to terminate, and (2) an opportunity for consultation prior to termination.
- C. If termination for the County's default is effected by the District, or if termination for convenience is effected by the County, any payment due to the County at the time of termination shall be adjusted to cover any additional costs to the District because of the County's default. If termination for the District's default is effected by the County, or if termination for convenience is effected by the District, an equitable adjustment shall provide for payment of all services, materials, and costs, including prior commitment incurred by the County, up to the termination date.
- D. Upon receipt of a termination action under paragraphs "A" or "B" above, the County shall:
1. Promptly discontinue all affected work (unless the notice directs otherwise), and
  2. Deliver or otherwise make available all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the County in performing this Agreement, whether completed or in process.
- E. If, after termination for failure of the County to fulfill contractual obligations, it is determined that the County had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of District. In such event, the adjustment of compensation shall be made as provided in Paragraph "C" of this section.

#### ARTICLE VIII - MISCELLANEOUS PROVISIONS

- A. Interest of the County. The County certifies that no officer, agent, or employee of the District has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of the County to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
- B. Non Lobbying. Pursuant to Section 216.347, Fla. Stat., the District hereby agrees that monies received from the County pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.

- C. **Civil Rights.** Pursuant to Chapter 760, Fla. Stat., the County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- D. **Audit: Access to Records.** The County agrees that the District or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds hereunder, have access to examine any of the County's books, documents, papers, and other records involving transactions related to this Agreement. The County shall preserve all such records for a period of not less than three (3) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. The County shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. The County will provide proper facilities for access to and inspection of all required records.
- E. **Release of Information.** Records of the County that are made or received in the course of performance of the work may be public records that are subject to the requirements of Chapter 119, Fla. Stat. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of Chapter 119, Fla. Stat., as amended.
- F. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.
- G. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings, if in state court, shall be in Duval County, Florida, and if in federal court, shall be in the Middle District of Florida, Jacksonville Division.
- H. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.
- I. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, the County hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial.
- J. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, have contributed substantially and materially to the preparation hereof.
- K. **Entire Agreement.** This Agreement, upon execution by the County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. The County agrees that no representations have been made by the District to induce the County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.
- L. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.

**IN WITNESS WHEREOF**, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its executive director, and the County has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

SEMINOLE COUNTY

By: \_\_\_\_\_  
Kirby B. Green III, Executive Director

By: \_\_\_\_\_, Chair

\_\_\_\_\_  
Typed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED BY THE OFFICE OF GENERAL COUNSEL

Attest: \_\_\_\_\_

\_\_\_\_\_  
Stanley J. Niego, Sr. Assistant General Counsel

\_\_\_\_\_  
Typed Name and Title

Documents attached:  
Attachment 1 Well Investigation Form, Property Location Map, Site Sketch

ATTACHMENT 1

WELL INVESTIGATION FORM

Page 1 of 3

Reported By: \_\_\_\_\_ Phone: \_\_\_\_\_

Well Owner Name&Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Well Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

GPS Position: \_\_\_\_\_ (Latitude) \_\_\_\_\_ (Longitude)

GPS Type & Configuration: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_ Observed By: \_\_\_\_\_

Cost Share Program discussed: \_\_\_\_\_

Well Diameter: \_\_\_\_\_ Well Depth: \_\_\_\_\_ Taped/reported \_\_\_\_\_ Blocked @ \_\_\_\_\_ feet

Well Status: (Check All That Apply)

Accessible By:	Well Head:	Condition:	Action:	Loggability:
<input type="checkbox"/> Foot	<input type="checkbox"/> Visible	<input type="checkbox"/> Capped	<input type="checkbox"/> Left As Found	<input type="checkbox"/> Loggable
<input type="checkbox"/> Vehicle	<input type="checkbox"/> Buried	<input type="checkbox"/> Valved	<input type="checkbox"/> Temp Plug	<input type="checkbox"/> Site prep required
<input type="checkbox"/> ATV	<input type="checkbox"/> Discharge Visible Only	<input type="checkbox"/> Plugged	<input type="checkbox"/> Temp Repair	Need: (prep work)
<input type="checkbox"/> Boat	<input type="checkbox"/> Under powerlines	<input type="checkbox"/> Other _____	<input type="checkbox"/> Flagged or Staked	_____
<input type="checkbox"/> Logging Van	<input type="checkbox"/> Unable to locate	_____		<input type="checkbox"/> Not Loggable
<input type="checkbox"/> Not accessible	Well use:	<input type="checkbox"/> Open		Reason: (unloggable)
	_____			_____

Flow upon arrival \_\_\_\_\_ gpm

Flow wide open \_\_\_\_\_ gpm

Flow as left \_\_\_\_\_ gpm

Recomendation:

Owner Repair/Abandon  SJRWMD Repair/Abandon

Comments: \_\_\_\_\_

\_\_\_\_\_

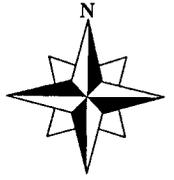
\_\_\_\_\_

Attach photos

<b><u>FOR DISTRICT USE</u></b>
Project no.: _____

**ATTACHMENT 1**

**PROPERTY LOCATION MAP**  
(from major intersection & to include mileage)  
Page 2 of 3



# ATTACHMENT 1

## SITE SKETCH

(from edge of landmark to well & to include approximate feet)

Page 3 of 3