

# LOCAL PROGRAM AGREEMENT

The STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEPARTMENT") hereby enters into this General Agreement with the REEDY CREEK IMPROVEMENT DISTRICT, hereinafter referred to as the "LOCAL PROGRAM" for the purpose of delineating each agency's responsibilities and authorities concerning environmental programs and activities in the REEDY CREEK IMPROVEMENT DISTRICT.

## Part I - Intent

1.01 It is the intent of the parties to this Agreement to form a co-operative relationship to maximize environmental protection and quality and minimize duplication of effort, with mutual respect for each other's policies and within the limitations imposed by state and local law and available resources.

1.02 It is the intent of the DEPARTMENT to support, coordinate and assist local pollution control program efforts to the extent practicable to provide a more effective, efficient and consistent state-wide program for pollution prevention, abatement, and control for the attainment and maintenance of the highest levels of natural resource conservation, public health and environmental quality. It is the intent of the DEPARTMENT to delegate to the extent agreeable to each party certain authorities of Chapter 403, Florida Statutes, to the LOCAL PROGRAM, when and if such delegation is requested and the DEPARTMENT determines it is appropriate pursuant to the provisions of Section 403.182, Florida Statutes. Any such delegation will be limited to the programs specified therein and must be specifically authorized by the Secretary of the DEPARTMENT and will be administered and coordinated by the DEPARTMENT in accordance with a Specific Operating Agreement, unless authorized under an

existing agreement which is preserved under paragraph 2.03, formed in accordance with Part IX of this General Agreement. Such authorization by an existing agreement shall not preclude amendments to the authorization in subsequently adopted Specific Operating Agreements. Except for authorities or responsibilities delegated under an existing agreement which is preserved under paragraph 2.03, the DEPARTMENT shall not delegate to the LOCAL PROGRAM any authority or responsibility for permitting, enforcement or compliance for any activities by the LOCAL PROGRAM or any entity controlled by the LOCAL PROGRAM.

**1.03** It is the intent of the DEPARTMENT and the local Program to commit sufficient resources to accomplish their respective environmental goals and objectives. Further, it is the intent of the LOCAL PROGRAM to support and assist the DEPARTMENT in ambient monitoring, compliance monitoring, permitting, enforcement operations, and other DEPARTMENT responsibilities to the fullest extent practicable in accordance with such Specific Operating Agreements as are entered into between the DEPARTMENT and LOCAL PROGRAM.

**1.04** Pursuant to Section 403.182, Florida Statutes, nothing in this Agreement or any Specific Operating Agreement will be construed to limit the authority and responsibility of either party under the laws, rules or regulations they administer.

**1.05** Upon request, the DEPARTMENT and the LOCAL PROGRAM will assist each other in defining programs, writing ordinances, regulations or rules, or in any other manner which will help the parties maximize the use of their resources.

**1.06** This general Agreement is neither a delegation nor a finding or determination by the DEPARTMENT pursuant to Sections 403.182(1) and (2), F.S., that the rules of the LOCAL PROGRAM are compatible with, or stricter or more extensive than requirements imposed by Chapter 403, F.S., or any rules adopted thereunder nor does this General Agreement constitute any finding or determination by the DEPARTMENT under Sections 403.182(1)(b), (c) or (d), F.S. It is the intent of the DEPARTMENT to make such findings or determinations, where appropriate, as part of Specific Operating Agreements as noted in paragraph 1.02 and Part IX of this General Agreement.

## **Part II Administration of Agreement**

### **2.01 Parties**

The parties to this General Agreement are the DEPARTMENT and LOCAL PROGRAM, a local pollution control program created in 1967 by Chapter 67-764, Laws of Florida, and approved by the DEPARTMENT through an Agreement entered into by the parties at a hearing on September 30, 1976, in accordance with Section 403.182, Florida Statutes. This Agreement constitutes the Department's continuance of that approval. The Secretary of the DEPARTMENT and the undersigned LOCAL PROGRAM Representatives are each empowered to enter into this agreement and perform any act which it requires.

### **2.02 Effective Date**

This General Agreement will be effective upon execution by both the Secretary of the DEPARTMENT and the undersigned LOCAL PROGRAM representative.

### **2.03 Cancellation of Pre-existing Agreements**

Except for those agreements listed in this paragraph, this General Agreement supersedes and terminates any pre-existing agreements entered into by the DEPARTMENT and the LOCAL PROGRAM or their predecessors, including the Agreement entered into on September 30, 1976.

#### List of Pre-existing Agreements To Be Preserved

NONE

### **2.04 Modifications of Agreement**

Except as otherwise provided in Paragraph 2.07, this General Agreement (including any attachment or appendices) may be modified, in whole or in part, only in writing at any time upon mutual consent of the DEPARTMENT and the local Program. Updating the appendices to show changes in personnel may occur without necessitating re-execution of the Agreement. This Agreement and any modifications will be filed in the Department's Office of General Counsel and with the Clerk of the LOCAL PROGRAM.

### **2.05 Implementation of Agreement**

This General Agreement will be implemented by and through the Director of District Management of the Department's Central Florida District and the LOCAL PROGRAM Administrator, or such other persons as the Secretary of the DEPARTMENT or the LOCAL PROGRAM designate in writing. Appendix A to this General Agreement lists key administrative personnel in the District and LOCAL PROGRAM Offices, along with their titles, mailing addresses and business phone numbers. This list will be periodically, at a minimum annually, updated or supplemented as necessary to keep each party informed of key personnel or organizational changes.

## **2.06 Review of Agreement**

This General Agreement, including any appendices, will be jointly reviewed by the parties at least every three years. Review will be for the purposes of determining the adequacy of this agreement and the need for any modifications, and will include discussion of goals, objectives, and resources.

## **2.07 Termination of Agreement**

This General Agreement may be terminated by either party without cause upon written notice giving their reasons to the other party at least ninety (90) days prior to the effective date of such termination.

## **2.08 Severability**

If any part of this General Agreement is judicially determined to be invalid or unenforceable, the other provisions of this agreement will remain in full force and effect provided that both parties agree that elimination of the portion held invalid or unenforceable does not substantially affect their respective rights and interests under this Agreement.

# **Part III Program Management**

## **3.01 Structure and Organization**

The structure of the LOCAL PROGRAM is depicted on the organizational chart attached as Appendix B. The title of the Administrative head of the LOCAL PROGRAM is the Manager, Environmental Services, who is also known as the Pollution Control Officer. The name, address

and phone number of this person is listed in Appendix C. A DEPARTMENT District Office Organizational Chart is attached as Appendix D.

### **3.02 LOCAL PROGRAM Authority**

The LOCAL PROGRAM exercises jurisdiction over certain activities in the Reedy Creek Improvement District pursuant to regulations or rules adopted as authorized by Chapter 67-764, Laws of Florida. Should changes in such rules or regulations be proposed, the proposed amended regulations or rules shall be forwarded, no later than the date the notice for an adoption hearing is published, to the Director of District Management and the Department's General Counsel, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

## **Part IV Resources and Funding**

### **4.01 Pollution Recovery Fund**

All moneys recovered by the LOCAL PROGRAM in any enforcement action will be deposited in the Local Program's Pollution Recovery Fund. If the DEPARTMENT and the LOCAL PROGRAM cooperatively undertake an enforcement action, any moneys recovered shall be divided between the DEPARTMENT and the LOCAL PROGRAM as provided in the agreement for the cooperative enforcement action. The DEPARTMENT will make provision for the LOCAL PROGRAM to be reimbursed for its reasonable costs for enforcement cases referred to the DEPARTMENT from any funds which the DEPARTMENT obtains through entry of a consent order in such referred cases.

### **4.02 Capital Assets**

The LOCAL PROGRAM and the DEPARTMENT will maintain sufficient capital assets (such as laboratory equipment, sampling and monitoring devices, vehicles, etc.) to carry out the

duties and provisions of this agreement. Where necessary and practical, and where it would not impair the Department's or the Local Program's exercise of their respective duties, the DEPARTMENT and the LOCAL PROGRAM may make use of each other's capital facilities in order to maximize pollution control activities in the Local Program's geographic area of jurisdiction.

#### **4.03 Application Fees**

Any Specific Operating Agreement entered into will provide a methodology for the apportionment of all application fee revenues generated by delegated programs between the LOCAL PROGRAM and the DEPARTMENT. The basis for the apportionment will be the respective workloads required to process the applications required under the delegated programs.

### **Part V Training**

#### **5.01 Training Requirements**

Local Programs and DEPARTMENT staff will regularly attend training sessions and workshops as necessary to maintain and improve their knowledge and competence in their areas of responsibility. The DEPARTMENT will invite LOCAL PROGRAM representatives to training sessions held by the DEPARTMENT and vice versa.

#### **5.02 Conferences and Workshops**

The DEPARTMENT will provide, to the LOCAL PROGRAM, notices of conferences and workshops that relate to LOCAL PROGRAM, responsibilities and duties. Appropriate representatives of the LOCAL PROGRAM will attend such conferences and workshops when possible. When so requested by the LOCAL PROGRAM appropriate DEPARTMENT staff will attend LOCAL PROGRAM workshops and conferences as commitments and resources allow.

## **Part VI Public Information**

### **6.01 Public Information Activities**

The LOCAL PROGRAM will respond to any information requests from the public, industry, or governmental entities within a reasonable time and will expeditiously respond to information request referrals from the DEPARTMENT. The DEPARTMENT will expeditiously respond to information request referrals from the LOCAL PROGRAM. The LOCAL PROGRAM and the DEPARTMENT will coordinate public relations information activities whenever possible (e.g. permitting procedures pamphlets, public service announcements, etc.)

### **6.02 Public Participation**

The LOCAL PROGRAM will provide for public participation and notice consistent with the requirements of due process and applicable law when taking any action pursuant to this General Agreement.

## **Part VII Records Management**

### **7.01 General Requirements**

The local Program will comply with Chapter 119, Florida Statutes, in regard to inspection, copying, maintenance, and disposition of public records. The LOCAL PROGRAM will maintain organized files of all public records and material (as defined by Chapter 119) prepared or received in connection with official agency business which is intended to perpetuate, communicate or formalize knowledge and will make such records and materials available for public inspection and copying as provided by Chapter 119, Florida Statutes.

## **7.02 Confidential Document Control**

The LOCAL PROGRAM will implement, maintain, and enforce a confidential records protocol comparable to that required by Section 403.111 and 403.73, Florida Statutes. If the DEPARTMENT determines that confidential records in its files are necessary for the performance of the Local Program's delegated functions, and that it may legally provide the records, then the DEPARTMENT will provide this information to the LOCAL PROGRAM.

## **Part VIII Legislation and Rule Development**

### **8.01 Review of Proposed Legislation**

The LOCAL PROGRAM will participate in the review of any pertinent proposed legislation that may affect pollution control activities within the District or which may alter the duties and responsibilities of the DEPARTMENT or the LOCAL PROGRAM. Either party will notify the other when made aware of such proposed legislation.

### **8.02 Local Regulations or Rules**

The LOCAL PROGRAM will adopt regulations or rules that are appropriate, enforceable, and compatible with or stricter or more extensive than those imposed by Chapter 403, Florida Statutes, and Title 62, Florida Administrative Code, regarding the subject matter it tends to regulate. As provided in paragraph 3.02, the LOCAL PROGRAM will advise the DEPARTMENT of the development of new regulations or rules or revisions to existing regulations or rules. The DEPARTMENT will respond to requests to review and comment in a timely manner. As noted in paragraph 1.06, this General Agreement is not a finding or determination by the DEPARTMENT pursuant to Sections 403.182(1)(b), (c) or (d) F.S.

### **8.03 State Regulations or Rules**

The DEPARTMENT shall notify the LOCAL PROGRAM of any proposed rule changes and rule workshops that might impact LOCAL PROGRAM responsibilities so that the LOCAL PROGRAM will have a sufficient amount of time to participate in the Department's rule development process.

### **8.04 Rule Interpretation and Policies**

The party promulgating a rule shall be the primary interpretative authority for the rule except for provisions adopting or incorporating rules of another agency. However, only the DEPARTMENT shall have authority to determine pursuant to Section 403.182, F.S. whether the Local Program's rules are compatible with, or stricter or more extensive than those imposed by Chapter 403, Florida Statutes and regulations issued thereunder. The LOCAL PROGRAM shall adhere to DEPARTMENT interpretation of the statutes and DEPARTMENT rules which apply to any program which may be delegated under a Specific Operating Agreement. Requests for interpretation or explanation will be answered as expeditiously as possible, but in no event longer than sixty (60) days from the receipt of such request.

### **8.05 Rules, Procedures and Policies**

Upon execution of a Specific Operating Agreement, the DEPARTMENT will promptly provide the LOCAL PROGRAM with all applicable policy statements, procedures or rule interpretation affecting or addressing programs delegated to Local Programs.

**Part IX**  
**Delegation to Local Programs**

**9.01 General Requirements of Specific Operating Agreements**

Any delegation of DEPARTMENT programs or duties to the LOCAL PROGRAM, any finding or determination by the DEPARTMENT pursuant to Section 403.182, F.S. that the Local Program's rules or regulations are compatible with, or stricter or more extensive than requirements imposed by Chapter 403, F.S. or any rules adopted thereunder, and any findings or determinations pursuant to Section 403.182(1)(c) or (d), F.S., must be by Specific Operating Agreement or order denying request for such Specific Operating Agreement. Any Specific Operating Agreement must be entered into by the Secretary of the DEPARTMENT, the DEPARTMENT Director of District Management, and the LOCAL PROGRAM. Any SOA Specific Operating Agreement will specify the DEPARTMENT programs or duties being delegated and will include such specific terms as are necessary to clearly delineate each party's rights and obligations.

**9.02 Conflict With LOCAL PROGRAM Regulations**

The LOCAL PROGRAM will not establish regulatory requirements that conflict with the requirements of this General Agreement or any Specific Operating Agreement. The DEPARTMENT recognizes that elected or appointed governing officials from time to time adopt regulations or rules that might conflict with any delegations or provisions of this General Agreement or any Specific Operating Agreement. In such an event, the LOCAL PROGRAM will notify the DEPARTMENT and the DEPARTMENT will determine whether to terminate or modify this General Agreement or any Specific Operating Agreement.

### **9.03 Minimum Reporting Requirements**

Any Specific Operating Agreement will establish mutual reporting requirements. Such reporting will inform each party of important changes in organization, budget, rules and other matters affecting the party's ability to perform its duties while minimizing unnecessary paperwork.

### **9.04 Application of Chapter 120, Florida Statutes**

When the DEPARTMENT delegates a program or activity that is subject to the provisions of Chapter 120, Florida Statutes, the LOCAL PROGRAM will adhere to the requirements of Chapter 120 when acting in the Department's behalf under any Specific Operating Agreement with respect to those programs or activities, except that if the LOCAL PROGRAM receives delegation of the environmental resource program pursuant to Chapter 62-344, Florida Administrative Code, the LOCAL PROGRAM will adhere to the requirements specifically provided in section 62-344.500(3), Florida Administrative Code. The DEPARTMENT recognizes that the local Program may adopt regulations or rules by the provisions of Chapter 67-764 , Laws of Florida, rather than through the rule making procedures of Chapter 120, Florida Statutes.

### **9.05 Enforcement**

The DEPARTMENT and the LOCAL PROGRAM will cooperate with each other on all enforcement actions which result in the issuance of a Warning Notice or Notice of Violation within the territory of the LOCAL PROGRAM. Any Specific Operating Agreement will delineate the respective lead and support roles for enforcement actions in each area of delegation under the Specific Operating Agreement. The DEPARTMENT will provide technical assistance in compliance assurance and enforcement cases within the LOCAL PROGRAM jurisdiction, as allowed by DEPARTMENT resources, duties and commitments, upon the request of the LOCAL PROGRAM. the DEPARTMENT may intervene or take the lead in enforcement actions when

allowed by DEPARTMENT resources, duties and commitments, upon the request of the LOCAL PROGRAM. the DEPARTMENT may intervene or take the lead in enforcement actions when requested by the LOCAL PROGRAM or deemed necessary by the DEPARTMENT in accordance with Section 403.182, Florida Statutes. The LOCAL PROGRAM will be notified prior to such intervention. Nothing herein shall effect the jurisdiction of the DEPARTMENT to take enforcement action within the geographical jurisdiction of the LOCAL PROGRAM.

#### **9.06 Citizen Complaints**

Any citizen complaints concerning matters within the Local Program's jurisdiction under any delegation to the LOCAL PROGRAM by the DEPARTMENT will be reviewed and acted upon by the LOCAL PROGRAM. The DEPARTMENT and the LOCAL PROGRAM will each maintain logs and records showing the disposition of complaints. Any complaint filed with the LOCAL PROGRAM pursuant to Section 403.412, Florida Statutes, will immediately be forwarded for information to the DEPARTMENT. The Specific Operating Agreement will specify the means of coordinating the investigation and transmission of complaints.

#### **9.07 Forms**

When acting in the Department's behalf on permitting matters under any Specific Operating Agreement, the LOCAL PROGRAM will use forms promulgated by the DEPARTMENT, which may be printed on composite letterhead. The DEPARTMENT will provide forms and other necessary material for processing applications and instructions and advise for the proper transmission of the Local Program's evaluation and conclusions to the DEPARTMENT.

#### **9.08 Legal Support**

The LOCAL PROGRAM will provide legal support for all routine activities for which the LOCAL PROGRAM is responsible under any Specific Operating Agreement. When requested by the LOCAL PROGRAM, the DEPARTMENT's Office of General Counsel will provide legal advice to the extent allowed by DEPARTMENT resources and priorities.

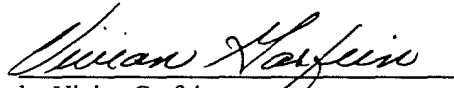
AGREED TO on the 28<sup>th</sup> day of August, 1996.

REEDY CREEK IMPROVEMENT DISTRICT

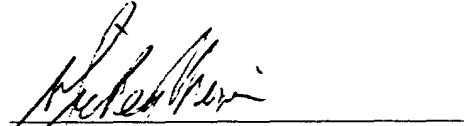
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



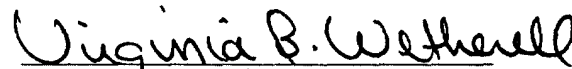
Thomas M. Moses  
District Administrator  
Reedy Creek Improvement District  
Post Office Box 10, 170  
Lake Buena Vista, Florida 32830



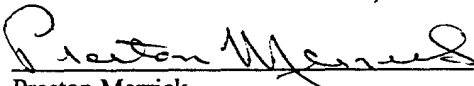
by Vivian Garfein  
Director of District Management, Central District



Mickey Shiver  
Director of Administration & Services  
Reedy Creek Improvement District  
Post Office Box 10, 170  
Lake Buena Vista, Florida 32830



by Virginia Wetherell, Secretary



Preston Merrick  
Manager of Environmental Services  
Reedy Creek Improvement District  
Post Office Box 10, 170  
Lake Buena Vista, Florida 32830

Executed pursuant to the authority granted by action of the Board of Supervisors, February 22, 1990.



Kelly Smith  
Chairman, RCID Pollution Control Board  
Smith McKennon  
55 South Orange Avenue  
Orlando, Florida 32801