

**INTERAGENCY AGREEMENT**

**BETWEEN**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

**FLORIDA DEPARTMENT OF HEALTH**

**IN COMPLIANCE WITH FLORIDA'S CLEAN WATERWAYS ACT**

**FOR TRANSFER OF THE ONSITE SEWAGE PROGRAM**

**June 30, 2021**

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**INTERAGENCY AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
FLORIDA DEPARTMENT OF HEALTH**

**I. INTRODUCTION**

This **INTERAGENCY AGREEMENT** (“Agreement”) between the **Florida Department of Environmental Protection (“DEP”)**, a state agency with headquarters located at 3900 Commonwealth Boulevard, Tallahassee, Leon County, Florida, 32399, and **Florida Department of Health (“DOH”)**, a state agency with headquarters located at 4052 Bald Cypress Way, Tallahassee, Leon County, Florida, 32399, (collectively known as “Party” or “Parties”), effective July 1, 2021, implementing the Laws of Florida, in compliance with Florida’s Clean Waterways Act, and hereby establishes the rights, responsibilities, and roles of each agency for a five (5) year period ending July 1, 2026.

**RECITALS**

**WHEREAS** the 2020 Florida Legislature passed SB712, Chapter 2020-150, Laws of Florida, cited as the “Clean Waterways Act” (CWWA); and

**WHEREAS** the CWWA provides for the transfer of the Onsite Sewage Program (OSP) from DOH by a “Type Two Transfer”, as defined in section 20.06(2), Florida Statutes (F.S.), to DEP; and

**WHEREAS** DOH is an integrated State agency comprised of the State Health Office, with headquarters located in Tallahassee, and local County Health Departments (DOH-CHDs) in each of Florida’s sixty-seven (67) counties. Section 381.001, F.S., grants DOH responsibility for the State’s public health system, with public health services provided through the 67 DOH-CHDs in partnership with county governments. The relationship between county governments and DOH-CHDs is established under section 154.01, F.S., which includes other DOH Environmental Health (EH) services. To provide these services, DOH enters into annual contracts with each county government; and

**WHEREAS** pursuant to section 403.061, F.S., DEP is the state’s lead agency for environmental management and stewardship, protecting Florida’s air, water and land. DEP works with communities, local governments and other agencies to protect and restore water quality and provides funding assistance for water restoration and infrastructure projects. DEP has the power and duty to control and prohibit pollution of air and water in accordance with the law and rules adopted and promulgated; and

**WHEREAS** on December 31, 2020 the Parties submitted their recommendations to the Florida Governor, the President of the Senate, and the Speaker of the House of Representatives regarding the transfer of the OSP from DOH to DEP, which encompassed aspects of the transfer including the continued role of the DOH-CHDs in the permitting, inspection, data management, and tracking of onsite sewage treatment and disposal systems (OSTDS) under the direction of DEP beginning July 1, 2021; and

**WHEREAS** the Parties agree to collaborative procedures to ensure compliance with the CWWA and enforcement of statutes and rules governing Florida's OSP, and is prepared to undertake the cooperation and commitments necessary to ensure the success of the program; and

**WHEREAS** the Parties agree to transfer from DOH to DEP twelve (12) full-time employees dedicated to the OSP in both Tallahassee and Orlando, and two (2) full-time employees to provide legal and administrative support, more fully specified herein; and

**WHEREAS** the Parties agree to allow DOH's CHDs to continue during a specified transition period to fund local delivery of the OSTDS services under the direction of DEP by drawing on all sources of revenue, pursuant to the terms and conditions of this Agreement; and

**WHEREAS** the Parties acknowledge, pursuant to sections 154.06 and 381.0066, F.S., fees are established for the OSTDS services rendered. The total fees assessed are projected by statute to be sufficient to meet the cost of administering the program however, currently OSTDS fees are not sufficient to fund the OSP. Per the General Appropriations Act, FY 2020-2021 Budget, the DOH OSTDS appropriations are mainly disbursed from the Administrative Trust Fund and the County Health Department Trust Fund; and

**WHEREAS** the Parties acknowledge, DOH's EH database is a centralized database that captures data for nearly all EH services at DOH and is maintained by State Health Office employees who are not part of the OSP; and

**WHEREAS** the Parties agree the DOH State Health Office should retain maintenance responsibility for OSTDS records in the EH database and provide access to the OSTDS portions of the database for DEP employees involved in the OSP; and

**WHEREAS** DOH and DEP previously entered into the September 30, 2015 "Interagency Agreement between the Department of Environmental Protection and the Department of Health for Onsite Sewage Treatment and Disposal Systems" for the purpose of standardizing the administrative procedures and to clarify responsibilities of the Parties. Certain powers and duties were established for each of Parties under Chapters 381 and 403, F.S. regulating the use of OSTDS and septage management facilities and disposal sites, which this Agreement will more fully supersede pursuant to the CWWA and the transfer of the OSP from DOH to DEP; and

**WHEREAS** the Parties acknowledge the foregoing Recitals and memorialize this Agreement to transfer and avow the duties and functions of the Parties.

**NOW THEREFORE**, acting pursuant to the authority granted by the CWWA, the Parties state the above Recitals are true and are incorporated by reference as if fully stated herein, and additionally agree as follows:

## **II. DEFINITIONS**

Definitions contained in this Agreement are provided to supplement and to clarify the definitions included in the CWWA, applicable F.S, and Florida Administrative Code (F.A.C.), specifically but not limited to DOH's Chapter 64E-6 F.A.C., STANDARDS FOR ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS, and as more fully described within **Attachment 1**, "Definitions", attached hereto

and incorporated herein. When definitions are not provided in this Agreement, the definitions included in the CWWA, F.S. and/or F.A.C. shall be used.

### III. GENERAL TERMS OF THE AGREEMENT

**A. Effective July 1, 2021**, all powers, duties, functions, records, offices, personnel, associated administrative support positions, property, pending issues, existing contracts, administrative authority, administrative rules, and unexpended balances of appropriations, allocations, and other funds for the regulation of OSTDS relating to the OSP in the DOH is transferred to the DEP, as more fully described herein.

**B. Effective July 1, 2021**, the OSP will transfer from DOH to DEP by a "Type Two Transfer" as defined in section 20.06(2), F.S. The OSP from DOH transfers specific programs and functions to DEP's divisions, commissions, or offices, as more fully described herein. Such a transfer does not affect the validity of any judicial or administrative proceeding pending with DOH involving the OSP on the day of the transfer. The CWWA's powers, duties, and functions governing the transfer of the OSP to DEP relating to such applicable pending proceeding(s) or pending issues includes DEP as a party in interest for the proceeding.

**C. Effective July 1, 2021**, pursuant to the CWWA, DEP shall possess the primary powers and duties of the OSP, its activity or function thereof and all its statutory powers, duties, functions, records, personnel, property, and unexpended balances of appropriations, allocations, or other funds, as more fully described herein. Transfer of the OSP funds are made in such a manner that the relation between the OSP and revenue source(s) as provided by law is/are retained.

**D. Termination, Amendment, and Notice Requirements:**

**1. Termination / Amendment.** This Agreement is confirmed by signatures of both Parties and may only be amended or terminated by written agreement of the Parties.

In as much as the CWWA requires both Parties as state agencies to enter into this Interagency Agreement for not less than a five (5) year term, a termination prior thereto is ineffective without authorization from the Governor and Florida Legislature through statutory amendment. Should the Parties want to seek termination prior to the five (5) year term, the Parties agree to submit a joint notification in writing at least six-months in advance of a requested termination date to obtain authorization. Such notification must include details for just-cause to terminate, the terms and conditions affecting thereof and/or the benefit(s) for terminating prior to the five (5) year term.

**2. Notification of Certain Matters.** DOH shall give written notice to DEP promptly after becoming aware of (i) the occurrence of any event, which could or is likely to cause any condition set forth herein to be unsatisfied affecting the Parties compliance to the transfer of the OSP, the CWWA and/or administration of the OSTDS functions, duties, responsibilities or (ii) any notice, or other communication from a person(s), governmental entity, vendor(s), and/or contractor(s) alleging conditions which affect and/or may be required in connection with OSTDS functions, duties responsibilities, and/or in connection with other previous agreements with DOH prior to the effective date of the CWWA transferring the OSP from DOH to DEP; provided, however, the delivery of any notice pursuant to these terms and conditions shall not limit or otherwise affect the remedies available hereunder to the Parties.

**E. Governing Law:** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

No delay or omission to exercise any right, power or remedy accruing to either Party upon breach or default by either Party under this Agreement shall impair any such right, power or remedy of either Party, nor shall such delay or omission be construed as a waiver, of any such breach or default, or any similar breach or default thereafter.

**F. Sovereign Immunity:** Nothing in this Agreement shall be interpreted as a waiver of sovereign immunity, beyond that which is statutorily permitted, or consent by a state agency or political subdivision to suit by third parties.

**G. Severability:** In the event any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the Parties as reflected herein, and the other provision(s) of this Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

**H. Electronic Signature:** The Parties agree that encryption of this Agreement according to the standards required by the laws of the State of Florida for the encryption of electronic documents will authenticate the contents of this Agreement, including any digital signatures contained herein required to make it enforceable and effective.

**I. No Third Party in Interest:** The Agreement is neither intended to grant, nor shall it be construed to grant, any right, privilege, or interest in any third party.

**J. Execution in Counterparts:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**K. Agreement Manager, Notice and Contact Information:**

Department of Environmental Protection  
Heather Simpkins, Environmental Specialist III  
[Heather.Simpkins@floridadep.gov](mailto:Heather.Simpkins@floridadep.gov)  
2600 Blair Stone Road  
Tallahassee, Florida 32399  
850-245-8637

Department of Health  
Stacy Shiver, OMC Operations Manager  
[Stacy.Shiver@flhealth.gov](mailto:Stacy.Shiver@flhealth.gov)  
4025 Bald Cypress Way  
Tallahassee, Florida 32399  
(850) 245-4327

Each Party within thirty (30) days of a change in the Agreement Manager shall provide the other Party notice via electronic mail, a courier service delivery, or other mail service delivery, a written notification of the change.

Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt or when acknowledged by recipient, and does not require a formal amendment to this Agreement.

Any change in address shall be noticed to the other Party within five (5) days after the effective change.

This Agreement does not limit in any way the ability of the DOH's CHDs to communicate directly with the DEP's OSTDS Program.

Additional contact points:

DEP-DWRM Main phone line: 850-245-8336

DEP-DWRM website: <https://floridadep.gov/>

DEP OSTDS webpage: <https://floridadep.gov/water/onsite-sewage>

DEP OSTDS main phone line: 850-245-4070

**L. OSTDS Interagency Transfer Team (OITT):** To accomplish the mission of the CWWA, DEP and DOH will establish the OSTDS Interagency Transfer Team (OITT). OITT's goal is to ensure the continued success of the OSP transfer during the five-year transition period. OITT will be a transfer workgroup and its members will operate as liaisons to discuss the OSP transfer and implementation at DEP. OITT will not be responsible for official agency or OSP policy and will not directly oversee programmatic work.

Each Party will identify four representatives to serve on OITT after July 1, 2021, and thereafter upon separation or reassignment of sitting members, as follows:

For DEP:

The Deputy Secretary of Regulatory Programs will appoint one representative from each of the four following entities: The Division of Water Resource Management, the OSP Office, the Division of Environmental Assessment and Restoration, and the Bureau of Budget and Planning.

For DOH:

The Deputy Secretary for County Health Systems will appoint one representative from the Office of County Health Systems, one county health department administrator/director, and one county health department Environmental Health Director. The Deputy Secretary for Operations will appoint one representative from the Office of Budget and Revenue Management.

OITT will, with direction from staff from the House, Senate, and Executive Office of the Governor, draft transfer recommendations to leadership in both Parties as to the future of the OSTDS program, the CWWA transfer, and the continued interagency collaboration. OITT will provide at least one transfer recommendation to the Secretary of DEP and the State Surgeon General of DOH no later than January 31, 2023. OITT will create and implement an Implementation Plan(s) as directed by the Parties and in accordance with directives from the Legislature, Governor, and agency heads.

DEP will create agendas and draft minutes for each OITT meeting. DEP will coordinate Outlook invitations to all OITT members.

Beginning in October 2021, OITT members (or their designees) will meet at least once a quarter to:

- Gather and review data needed for the Annual Reports and any transfer recommendations;

- Identify updates needed to the OSTDS Program manuals for either agency;
- Share updates regarding training and certification;
- Steer implementation of this Agreement as well as discussing any recommended amendments or updates needed to this Agreement;
- Discuss unresolved or contradictory handling of issues that need to be escalated to leadership's attention for each agency;
- Plan the steps needed to complete the OSTDS transfer according to legislative and executive direction, including any recommendations beyond the current term of this Agreement;
- Discuss the progress of the program transfer and implementation of the OSTDS program at DEP. This will include identifying the following aspects of ongoing program implementation: benefits of the current framework; hurdles to the current framework; opportunities for program growth; and strategies to improve future efficacy of the OSTDS Program;
- Discuss the transfer progress of the OSTDS programmatic oversight by DEP and the continued role of DOH's CHDs;
- Discuss all recommendations and/or improvement suggestions and provide feedback to DEP and DOH leadership; and
- Discuss the timeline of the Implementation Plan, the personnel needed to implement the Implementation Plan, and the progress being made in that implementation, as applicable.

Both Parties agree to provide additional supporting information or expert personnel to OITT to assist in the creation of an Implementation Plan as necessary.

**M. Mutual Drafting.** This Agreement is the result of the joint efforts of the Parties, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Parties. There is no construction against either Party based on any presumption of that Party's involvement in the drafting thereof.

#### **IV. REGULATORY RESPONSIBILITIES**

##### **A. Maintenance of OSTDS Database and DEP Licenses for Access:**

1. DOH shall retain maintenance responsibility for the OSP records in the current Environmental Health database (EHD) and provide access to the OSTDS portions of the database for DEP employees involved in OSTDS functions.

2. Recordkeeping, data management and tracking of OSTDS records will be administered in coordination by both Parties and under the direction of DEP.

3. Future data management and user support will be maintained under the current contract with the third-party contractor, HealthSpace USA, Inc., through EHD-Cloud and/or via such other means established to administer the data management, technical support, and/or information technology managing the OSP records.

4. All DOH and DEP staff administering OSTDS functions shall be given user rights and access to the EHD and EHD-Cloud and/or via such other means involving data management of the OSP records.

**B. Current OSTDS Program Contracts with DOH:** The Parties acknowledge that prior to and in effect at the time of executing this Agreement, DOH entered into separate agreements with local county governments to provide local "Environmental health services" of which the OSTDS Program services at the DOH-CHDs are among the services provided. Under separate agreements with the local county



governments the DOH-CHDs have use of facilities, vehicles and equipment, which are property of the local county where the DOH-CHD is located, consistent with section 154.01(4), F.S.

The Parties agree that the DOH-CHDs shall continue to administer the OSTDS Program at the local level in compliance with agreements currently in effect with the local county governments.

SEE ALSO SECTION IV. H. 4. Shared Building, Equipment, Facilities.

Additionally, DOH entered into three (3) separate Memorandum of Understanding (MOU) contracts with the following service providers involving OSTDS services:

- DOH, Contract Number MOD 74 with Board of County Commissioners of Brevard County Florida;
- DOH, Contract Number MOD75 with University of Miami;
- DOH, Contract number MOD77 with Leon County Board of County Commissioners.

The Parties agree and each service provider has consented to assignment of the MOU from DOH to DEP. The Parties agree to consummate the assignment in due course pursuant to the CWWA's transfer of the OSP's existing contracts from DOH to DEP.

**C. OSP Employee Education, Training, and/or Certification:**

**1. Certified Environmental Health Professional (CEHP) Program**

- a. The Parties have determined that the OSTDS Program is essential for providing basic environmental and sanitary protection to the public. The OSTDS Program is considered a primary environmental health program for the duration of this Agreement or until otherwise determined by law.
- b. The Parties will continue to administer the CEHP Certification requirements of evaluators for OSTDS.
- c. DOH will continue to offer CEHP Certification pursuant to section 381.0101, F.S., in the area of OSTDS with training and continuing education provided under the direction of DEP.
- d. CEHP Certification for OSTDS will continue to be administered as part of the CEHP Program in the DOH Facilities Program Section of its Bureau of Environmental Health until otherwise determined by the Parties or by law.
- e. The CEHP Certification is required for the respective Parties' employees who are responsible for performing environmental health or sanitary evaluation in the area of OSTDS. The Parties will enforce the requirements for obtaining and renewing a CEHP Certification in accordance to Chapter 64E-18, F.A.C., for their respective employees. The CEHP Certification is also required for private site evaluators performing OSTDS work as provided for by section 381.0101, F.S., and Chapter 64E-6, F.A.C.
- f. Each Party will pay CEHP Certification fees in accordance with Rule 64E-18.010, F.A.C. for its employees provided that deadlines and continuing education requirements are met. Current fees are \$25.00 each for application, initial CEHP Certification, and renewal.
- g. Beginning July 1, 2021, DEP will be responsible for pre-certification training which includes the accelerated certification training (ACT). Costs incidental to providing the training, such as staff time and travel will be borne by DEP. Funds for one or more hands-on training centers administered by DEP's Onsite Sewage Program (DEP-OSP) Office are provided for from a \$5.00 surcharge on repair construction permit fees pursuant to sections 381.0065(4)(j) and 381.0066(2)(k), F.S.
- h. DEP will be responsible beginning on July 1, 2021, for establishing a continuing education program for OSTDS. DEP will provide, maintain, and share a list of approved courses that will be used towards continuing education credits for renewal of the CEHP certification.
- i. DOH's CEHP program office will continue to administer the biannual certification renewal of the CEHPs in OSTDS. At the time of certification renewal, DOH's CEHP program office will continue to

verify certification renewal applicants' compliance with lawful requirements prior to renewal and provide a list of successful applicants to DEP's OSTDS Program.

**2. Staff Qualification, Training and Certification Requirement Language, Technical Assistance**

a. DEP and DOH employees performing environmental health or sanitary evaluations under the OSP area must be certified as a Certified Environmental Health Professional (CEHP) pursuant to section 381.0101, F.S.

b. In the OSP, the following activities are not considered part of an "environmental health evaluation" or "sanitary evaluation," and may be performed by either Party's trained environmental health staff who are not required to be a CEHP:

- i. Verification of system abandonment.
- ii. Annual routine assessments of residential aerobic treatment units (ATU). This does not include performance-based treatment systems.
- iii. Annual routine assessment of a permitted service company. This does not include a septic tank manufacturer.
- iv. Nuisance complaint investigations limited to determining if sewage is on the ground.
- v. Inspection report data entry for CEHP review and approval.

c. DOH will continue to provide personnel certified in accordance with section 381.0101, F.S., for each DOH-CHD. Starting July 1, 2021, DEP and DOH will continue to administer the OSTDS Program in accordance with sections 381.0064-381.0067, F.S.; Chapter 489 Part III, F. S.; Chapter 64E-6, F.A.C.; the terms of this Agreement and each as applicable, all under the direction of DEP, the DOH Environmental Health Program Manual, DOHM 150-4 (Feb. 1, 2021); Chapter K (Onsite Sewage Treatment and Disposal), Chapter Q (Environmental Health Program Evaluation Protocol), and Chapter Y (Complaint Investigations and Enforcement). Pursuant to the CWWA, the Parties acknowledge that DEP may initiate rulemaking over the course of this Agreement to adopt rules to implement the CWWA, which will govern any and all actions of the Parties thereupon.

d. Over the term of this Agreement, DEP will develop a policy guide for the OSP.

e. The Parties agree to evaluate and cooperate in future rulemaking and policy development to implement the CWWA relating to the OSP at least annually and as necessary.

f. DEP will provide guidance and interpretation of policies and interpretation of Florida rules and regulations pertaining to the OSP as needed.

g. Upon request, DOH will provide training and technical assistance to DEP, DOH, and DOH-CHD personnel for the use of the database (such as EHD or EHD-Cloud).

h. DEP will provide technical assistance and training during DOH Consistency Workgroup meetings with DOH-CHDs to aid the DOH-CHDs in performing inspections and permitting consistently in all 67 Florida counties.

i. DEP will provide technical assistance training to DOH-CHDs to aid DOH-CHDs in performing OSTDS complaint investigations in accordance with Florida law, agency policy to implement the CWWA, agency policy developed pursuant to this Agreement, and subsequent protocol(s) needed to administer the OSP as agreed to in advance by both Parties in writing.

j. DEP will provide hands-on training at least four times annually for the accelerated certification training (ACT) on OSP procedures and soil identification to DEP staff, DOH-CHDs' field staff, and private site evaluators. DOH-CHDs and DEP will send appropriate staff to such training with travel costs borne by the respective agencies or offices.

k. DEP will provide training on an as needed basis regarding new rules and policy guidance to DOH-CHD staff performing OSTDS functions and to individuals certified under section 381.0101, F.S.

**D. Statutory and Rule Enforcement:** Pursuant to the CWWA and/or terms of this Agreement the Parties agree to cooperate in conducting statutory and rule enforcement activities, including but not limited to imposing fines, issuing citations, suspensions, revocations, injunctions, and requirements to carry out an emergency order.

SEE ALSO SECTION IV. F. ENFORCEMENT

**E. Public Records / Records Retention:** The Parties agree the DOH State Health Office shall maintain the OSTDS records in the EH database and provide access to the OSTDS records to DEP employees involved in the OSP and for processing a Public Records request.

The Parties agree to cooperate in handling any/all Public Records request.

The current DOH retention schedule for Public Records for the OSP is incorporated into DEP's retention schedule.

All copies of OSP records held by DOH will be made available to DEP upon request.

**F. Enforcement:** Effective July 1, 2021, DEP is responsible for the OSTDS Program. In accordance with the CWWA, and the "Onsite Sewage Treatment and Disposal Systems Program Transfer Process Recommendations Report", under the direction of DEP, DOH-CHDs or DOH-CHD staff will have a continued role in permit and inspection enforcement, data management and tracking of OSTDS systems. DEP will be lead on both administrative and circuit court litigation matters for violations of section 381.0065, Chapter 386, Part I (Sanitary Nuisances) and Chapter 489, Part III (Septic Tank Contractor), F.S., and for a violation of any rule adopted thereto (collectively "OSTDS laws").

DOH-CHD staff will conduct essential steps to gather information regarding any alleged violation of the OSTDS laws. These steps include but are not limited to: (1) preparation for an on-site inspection, (2) conducting the inspection, (3) documenting the inspection and (4) investigating complaints.

The DOH-CHDs will follow the specific procedures in Chapter 4 of the DEP Enforcement Manual concerning inspections and entry upon land. The DEP Enforcement Manual can be found at: <https://floridadep.gov/ogc/ogc/content/enforcement-manual>.

If violations of OSTDS laws are detected during complaint investigations, inspections, and/or permitting, the DOH-CHD will assist in preparation of informal enforcement and/or formal enforcement documents on behalf of DEP as directed by DEP.

#### **1. DOH-CHD Responsibilities**

The DOH-CHDs will document all permitting, inspections, investigations, and assistance provided by DOH-CHD staff with DEP enforcement actions and compliance, in the EHD, EHD-Cloud, and/or via such other means established for data management.

If DOH-CHD staff discover violations of the OSTDS laws, DOH-CHD staff will prepare and provide to the violator necessary documents. Examples include preparing and delivering a warning letter in the form already approved, and located on the DEP's enforcement manual webpage. In addition, DOH-CHD staff will engage in verbal communications (e.g. phone calls, emails, and settlement meetings) with the violator. These types of examples normally function as the initial step of the enforcement process. DEP

will be available to assist in meetings attended by opposing counsel or as otherwise needed on a case by case basis.

If DOH-CHD's engagement with the violator results in settlement, DOH-CHD staff will memorialize the terms by entering necessary information into the DEP approved template(s) located on the DEP's enforcement webpage. (e.g., Short Form Consent Order and Long Form Consent Order, with the review and approval of DEP Office of General Counsel)

Formal enforcement using a Notice of Violation, Administrative Proceeding, or Civil Court Proceeding is the responsibility of DEP. DOH-CHD staff will be available to factually testify at formal enforcement proceedings about actions they participated in.

Enforcement of Chapter 386, Part I, F.S., violations under the direction of DEP and the terms of this IA are limited to sanitary nuisances caused by septic systems that are in failure, improperly built or maintained and/or discharging untreated or improperly treated human waste. DOH will continue to prosecute all other types of sanitary nuisance violations that remain within the authority of DOH.

Upon discovery of violations of Chapter 489, Part III, F.S., or the Standards of Practice and Disciplinary Guidelines governing septic tank contractors, DOH-CHD staff will contact and report the violations to the DEP-OSP prior to initiating informal enforcement.

The Parties acknowledge that counties may have local ordinances with which a DOH-CHD OSP shall comply. In such cases, DOH-CHDs may use the authority, process and remedies provided by the applicable local ordinances for OSTDS enforcement when not in conflict with state statute or rule.

All copies of OSTDS program records held by DOH-CHDs will be made available to DEP upon request.

## **2. DEP Responsibilities**

The DEP-OSP staff will provide programmatic and technical support to the DOH-CHDs as needed. DEP-OSP staff will review reported violations of Chapter 489, Part III, F.S., or the Standards of Practice and Disciplinary Guidelines governing septic tank contractors and provide DOH-CHD staff with information needed to perform informal enforcement activities on behalf of DEP, including prior disciplinary actions taken against the violator. The DEP-OSP staff will maintain all records of enforcement issued against registered septic contractors and their authorized businesses.

The DEP OGC will provide enforcement support to DOH-CHD staff, review informal enforcement documents prepared on approved templates by DOH-CHD staff, and assist in preparing enforcement actions not specifically listed in this IA. The DEP OGC will handle all administrative and circuit court proceedings.

A full description of the actions, roles and level of DEP support and oversight is outlined in **Attachment 2, "OSTDS Enforcement Roles"**, attached hereto and incorporated herein.

## **G. State Health Office Audit and OSTDS Program Evaluation:**

1. The objective of the OSTDS Program Evaluation is to ensure this program is monitored and implemented by DEP in compliance with state rules, statutes, agency policies, and professional best

practices. The OSTDS Program Evaluation focuses on the administrative and field activities conducted by the EH sections in DOH-CHDs.

2. After the DOH-OSP Office is transferred to DEP, the DEP-OSP Office staff will continue to conduct the OSTDS Program Evaluation in accordance with the evaluation process set up by DOH Bureau of Environmental Health (BEH) through the end of the cycle in 2022.

3. The current OSTDS Program Evaluation protocol is assessed and updated every four years by BEH with input from the Ad Hoc EH Program Evaluation Workgroup. DOH will invite the DEP-OSP Office to participate in this assessment cycle, and both agencies will cooperate in the development of the program evaluation tool that is used for OSTDS Program Evaluation.

4. DEP-OSP Office will provide training on the Quality Improvement Tools developed for the OSP prior to the beginning of a new program evaluation cycle. The training will review what has changed on the tools from the previous cycle as compared to the new cycle and how to complete the tools for those counties performing self-evaluations during the new cycle to promote consistency.

#### **H. Continued Role of County Health Department:**

**1. Staffing and Structure:** Parties agree to transfer from DOH to DEP twelve (12) full-time employees dedicated to the OSP program in both Tallahassee and Orlando, and two (2) full-time employees to provide legal and administrative support, more fully specified herein.

See **Attachment 3(A)**, “Staffing Transferred from DOH to DEP – OSTDS Program”, attached hereto and incorporated herein.

On July 1, 2021, the DOH-CHD employees currently performing OSTDS functions at the DOH-CHDs will remain as DOH employees. These DOH-CHD OSP employees will remain in their current or similar locations and continue to perform the same or similar range of functions under the direction of DEP, using facilities, vehicles, and equipment made available through the DOH-CHD contracts with the counties.

See **Attachment 3(B)**, “Equipment Transfer from DOH to DEP, Onsite Sewage Program”, attached hereto and incorporated herein.

**2. County-Level Implementation and Coordination:** The Parties acknowledge the duties and responsibilities pursuant to Chapters 403 and 381, F.S., and Part III of Chapter 489, F.S., in regulating the use of onsite sewage treatment and disposal systems (OSTDS).

Additionally, pursuant to the CWWA and the Type Two Transfer, as defined in section 20.06(2), F.S., the Parties acknowledge that effective July 1, 2021, DEP has the duties and powers as stated in sections 381.0065-381.0067, F.S., and shall adopt rules, including but not limited to those relating to the location of an OSTDS, requirements for such rules, establish standards for determining when/if a hardship exists for certain variance applicants, consider preventing groundwater contamination and surface water contamination, preserve the public health, and provide for certain provisions relating to existing setback requirements applicable to permits.

DEP must adopt rules required by the CWWA by July 1, 2022. Until completion of such rulemaking and/or until an effective date of future adopted rules, the Parties acknowledge per the Type Two Transfer of the OSP, section 20.06(2)(c), F.S., the administrative rules of DOH which are in effect immediately before the transfer will remain in effect.

Under the direction of DEP, the DOH-CHDs shall continue implementing the OSP as stated currently in DOH Environmental Health Program Manual (EH Program Manual), DOHM 150-4 (Feb. 1, 2021), Section VI, Chapter K: Onsite Sewage Treatment and Disposal (DOH-OSTDS Program Manual) version 2021, until directed otherwise by DOH and DEP in writing.

The DEP-OSP Office will consult with the DOH Bureau of Environmental Health and DOH-CHDs, as needed, when revising or replacing the current DOH-OSTDS Program Manual.

Additionally, pursuant to the CWWA, effective July 1, 2021, the administrative authority and administrative rules transfer from DOH to DEP. Thus, Chapter 64E-6, F.A.C., STANDARDS FOR ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS, and any/all administrative authority and administrative rules governing the OSP in DOH remains in effect and transfers to DEP. All DOH forms referenced in the administrative rules will continue to be used until revised by rulemaking and/or until DEP directs otherwise.

**DOH-CHDs are additionally directed as follows unless revised by Florida Statute and/or Rule adoption, which shall supersede terms contained herein:**

**a. Administration of the Program**

i. The Parties acknowledge that pursuant to the CWWA, sections 381.0065-381.0067, F.S., are amended and the reference to “Department” shall mean DEP. As a result of the OSP transferring from DOH to DEP, the DOH-CHDs will implement the OSTDS program under the directions of DEP. As such, references in the DOH-OSTDS Program Manual to the “State Health Office Onsite Sewage Program office” refers to the “DEP-OSP Office” and reference to “Onsite Sewage Program” refers to the “DEP-OSP”.

ii. The current DOH retention schedule for public records for the OSP is incorporated into DEP’s retention schedule.

iii. The Parties shall follow applicable Florida Public Records exemptions and cooperate as needed to provide guidance regarding public records disclosure. Until directed otherwise by the Parties, the DOH-CHDs will continue to follow instructions regarding exemption requirements stated within the DOH-OSTDS Program Manual.

**b. County-Level Implementation of the OSP**

**i. Permitting**

1. The DOH-CHDs shall continue permitting OSTDSs following Chapter 381, F.S., Chapter 64E-6, F.A.C., or any/all successor Florida laws, and the DOH Environmental Health Program’s Chapter K guidance.

2. Where a potential applicant is considering an OSTDS permit not allowed by rule or statute such as exceeding the statutory sewage flow limits for OSTDSs of 10,000 gallons per day of domestic sewage and 5,000 gallons per day of commercial sewage, the DOH-CHDs shall recommend the applicant contact the applicable DEP district office’s or delegated local program’s wastewater permitting section to discuss possible permitting under Chapter 403, F.S. The DOH-CHDs shall deny any permit application submitted for the use of an OSTDS not allowed by statute or rule. Other examples include when there is a likelihood the OSTDS will receive toxic, hazardous or industrial waste or when it is for a commercial laundry facility with more than four washing machines.

3. Where a potential applicant is considering an OSTDS permit for an establishment whose sewage flow is currently regulated under Chapter 403, F.S., the DOH-CHD shall

recommend the applicant contact the appropriate DEP district office to discuss the applicant's proposal. This applies whether the applicant wants to replace a facility permitted under Chapter 403, F.S., or wants an OSTDS in addition to a facility permitted under Chapter 403, F.S. The DOH-CHD shall deny a permit application submitted for the use of an OSTDS not allowed by statute or rule.

4. DOH-CHDs shall not permit an OSTDS which provides for surface effluent disposal.

5. DOH-CHDs shall only permit OSTDSs which have closed tanks and closed treatment units.

6. DOH-CHDs shall not permit package treatment plants or any other treatment works designed to meet the treatment requirements of Chapter 403, F.S.

7. The DOH-CHDs shall, on behalf of DEP, continue to permit Class V injection wells in the Florida Keys where the estimated daily domestic sewage flow will not exceed 2,000 gallons per day. DEP's district office shall permit all other Class V injection wells in accordance with Chapter 62-528 F.A.C.

8. For situations described in section 381.00655(2)(b), F.S., DOH-CHDs shall act on DEP's behalf in their continued role pursuant to the CWWA, under the direction of DEP.

9. When either Party discovers that an existing establishment with a Chapter 381-regulated OSTDS, has an estimated sewage flow which exceeds the statutory limits or restrictions in section 381.0065, F.S., or is receiving, toxic, hazardous, or industrial waste without an approved variance, it will notify the other Party of the matter. The Parties agree to jointly notify the establishment owner of any violations requiring correction and provide an appropriate timeframe for correction. At the end of that timeframe, the DOH-CHD or DEP district office who will ultimately regulate the establishment shall take necessary enforcement action for any remaining violations. Except in the case of marina pumpout facilities, if an establishment's domestic wastewater flow is treated by a Chapter 403, F.S., regulated treatment facility, then the establishment's entire domestic wastewater flows shall be regulated according to Chapter 403, F.S. and no portion shall be permitted by the DOH-CHD unless the applicant requests and is granted a Chapter 381, F.S., variance.

## **ii. Industrial and Manufacturing Areas/Industrial Wastewater**

When reviewing a permit application for an OSTDS for an establishment located in an area zoned or used for an industrial or manufacturing purpose or its equivalent, or for potential industrial wastewater generators, DOH-CHDs shall apply the following procedures:

1. If an available publicly owned or investor-owned sewerage system does not exist, the DOH-CHDs will evaluate the OSTDS permit application to determine whether the establishment may generate toxic, hazardous, or industrial waste, using the List of Potential Toxic, Hazardous, and Industrial Waste Generators from the DEP-OSP Office as a guide. This list is available at: [https://floridadep.gov/site/default/files/List\\_toxic\\_haz\\_iw\\_generators\\_0.pdf](https://floridadep.gov/site/default/files/List_toxic_haz_iw_generators_0.pdf)

2. If the DOH-CHD determines the establishment will not generate toxic, hazardous, or industrial wastes; and the OSTDS complies with all other Florida laws, the requirements of Chapter 381, F.S., and Chapter 64E-6, F.A.C.; the DOH-CHD shall permit the OSTDS.

3. Within five business days of receipt of an OSTDS permit application, if the DOH-CHD determines that the establishment may generate toxic, hazardous, or industrial waste, then the DOH-CHD shall send a copy of the OSTDS permit application to and request a review by the applicable DEP district office's permitting program.

4. The DEP district office shall respond within 15 business days of receipt of the request to review. The DEP district office shall respond in writing, noting one of the following in the response:

a. The establishment does not generate industrial, toxic, or hazardous waste and the DOH-CHDs can permit an OSTDS for the establishment.

b. The establishment generates toxic, hazardous, or industrial waste and is required to obtain a Chapter 403, F.S., wastewater facility permit. The response shall include whether the DOH-CHD can permit an OSTDS for the domestic and commercial sewage waste.

c. The establishment generates toxic, hazardous, or industrial waste and whether DEP has an objection or no objection to the issuance of a Chapter 381 variance to allow discharge to and treatment by an OSTDS of this waste. The letter shall provide information on the amount and types of toxic, hazardous, or industrial waste qualifying for a no objection for the use of an OSTDS (if circumstances change for the establishment, a new review is necessary). The DOH-CHDs will include the DEP determination with any variance request.

5. If the DEP district office notifies the DOH-CHDs that there exists a likelihood that the OSTDS will receive these types of wastes, the DOH-CHDs shall deny the permit for not meeting section 381.0065(4)(i) F.S., and notify the applicant that a DEP-regulated industrial wastewater treatment facility will be required.

6. Commercial laundry facilities with no more than four washing machines shall be regulated under Chapter 381, F.S., provided that an OSTDS is proposed and feasible. All other commercial laundry facilities shall be regulated under Chapter 403, F.S., as industrial wastewater facilities, regardless of flow.

7. In the exclusive case of warehouse and dry goods storage facilities without floor drains and having centralized restroom facilities not readily accessible or convenient for disposal of non-domestic wastewater, if an available publicly owned or investor-owned sewerage system does not exist, the DOH-CHD will assume regulatory responsibility in accordance with statutory flows because these facilities can reasonably be assumed not to generate industrial, toxic, or hazardous waste. This concept applies even if there is other plumbing in the facility besides centralized restrooms, such as mop sinks.

### **iii. Marina Pumpout Facilities**

1. For purposes of this Agreement, permitting of marina pumpout facilities applies only to on-shore facilities and does not include facilities on vessels. Discharges or spills from vessels to waters of the state are subject also to enforcement by the Florida Fish and Wildlife Conservation Commission.

2. The DOH-CHD shall process the application for a permanent holding tank for a marina pumpout facility when:

a. The marina domestic wastewater is disposed of using an OSTDS or to a permitted Chapter 403, F.S., wastewater treatment facility, and the facility objects to the introduction of marina pumpout wastes to the facility; and,

b. The establishment's estimated domestic wastewater flow, including the flow to any on-site holding tanks from marina pumpout facilities, does not exceed the limits of Chapter 381, F.S. For flow estimation purposes, it will be assumed that the average boat holding tank has a capacity of 15 gallons. The Parties agree to use the criteria developed by the U.S. Department of the Interior, Fish and Wildlife Service, "Clean Vessel Act: Pumpout Station and Dump Station Technical Guidelines", as guidance to review these facilities. This guidance is available at:

<https://fawiki.fws.gov/pages/worddav/preview.action?fileName=cvapog.pdf&pagelid=5931152>



3. The DEP district office shall regulate wastewater activities for marinas where the flow from the marina pumpout facilities is combined with the domestic wastewater and is treated by a Chapter 403, F.S., regulated wastewater treatment facility.

**iv. Septage and Biosolids**

1. All biosolids treatment facilities and biosolids land application sites shall be regulated by DEP.
2. Septage land application and septage management facilities providing treatment for land application shall be regulated by DEP.
3. The DOH-CHDs will continue to regulate septage disposal services on behalf of DEP.

**3. Inspection:** The DOH-CHDs will follow the specific procedures in Chapter 4 of the DEP Enforcement Manual concerning inspections and entry upon land. The DEP Enforcement Manual can be found at: <https://floridadep.gov/oqc/oqc/content/enforcement-manual>

SEE ALSO SECTION IV. F. ENFORCEMENT

**4. Shared Building, Equipment, Facilities:**

The Parties acknowledge that at the time of executing this Agreement, most facilities, vehicles and equipment used by the OSP at DOH-CHDs are property of the local county within which a DOH-CHD is located, consistent with section 154.01(4), F.S.

The DOH-CHDs shall continue to administer the OSP at the local level in compliance with agreements currently in effect with the local county. On July 1, 2021, it is acknowledged that DOH-CHD employees performing OSTDS functions will remain in their current or similar locations and will continue to perform the same or similar range of functions they currently perform, using facilities, vehicles, and equipment made available through DOH-CHD contracts with the local counties. All OSTDS functions performed by a DOH-CHD employee shall be performed under the direction of DEP.

The Parties agree to cooperate in establishing present and/or future provisions to ensure that DEP employees have access to appropriate facilities, vehicles and/or equipment, which shall include but not be limited to formulating agreements with individual counties for use of county-owned assets, or by providing equivalent replacements.

**I. Funding: Program Fees, Appropriations, Revenue Support, Reporting:**

**1. Transfers**

The following revenues/fees will be transferred by the schedule listed in **Attachment 4**, "Onsite Sewage Program Transfer Schedule for Fiscal Years July 1, 2021 to June 30, 2026 for Fees and Revenues Collected by DOH", attached hereto and incorporated herein.

**a. Permit and Inspection Fees**

DEP agrees to allow DOH to collect permit and inspection fees pursuant to section 381.0066, F.S., and currently held in the County Health Department Trust Fund for the OSP. DOH will transfer a minimum of eight percent (8%) or one hundred-thousand dollars (\$100,000), whichever is greater, of the collected permit and inspection fees by journal transfer to DEP to support DEP's OSP. DOH will manage the remaining ninety two percent (92%) of the monthly permit and inspection fees for the appropriation and continued role of DOH-CHDs for the OSP under the direction of DEP.

DEP will exercise all rights and authority to seek an exemption from and is responsible for service fees charged to General Revenue, as required by law and pursuant to section 215.20, F.S. with the exception of the initial cash balance transfer in FY 2020-21.

**b. Onsite Sewage Training Center Fee**

DEP agrees to allow DOH to collect the Onsite Sewage Training Center fee of five dollars (\$5.00) from the repair permit fees currently held in the County Health Department Trust Fund for the OSP. DOH will transfer to DEP by journal transfer, to support the cost of the Onsite Sewage Training Center, any/all collected Onsite Sewage Training Center fee pursuant section 381.0066, F.S.

DEP will exercise all rights and authority to seek an exemption from and is responsible for Service fees charged to General Revenue, as required by law and pursuant to section 215.20, F.S.

**c. Onsite Sewage Research Program Fee**

DEP agrees to allow DOH to collect the Onsite Sewage Research Program fee of five dollars (\$5.00) from the initial application fees currently held in the County Health Department Trust Fund for the OSP. DOH will transfer to DEP by journal transfer, to support the cost of the DEP Onsite Sewage Research Program, any/all collected Onsite Sewage Research fees pursuant to section 381.0066, F.S.

DEP will exercise all rights and authority to seek an exemption from and is responsible for service fees charged to General Revenue, as required by law and pursuant to section 215.20, F.S.

**d. Variance Application Fee for Single Family, Multi Family, and Commercial Sites**

DEP agrees to allow DOH to collect the Variance Application fees for single family, multi family, and commercial sites currently held in the County Health Department Trust Fund for the OSP. DOH will transfer to DEP by journal transfer fifty percent (50%) of the collected fees for the Variance Application Activities. The DOH-CHDs will manage the remaining fifty percent (50%) of the collected Variance Application fees pursuant to section 381.0066, F.S.

DEP will exercise all rights and authority to seek an exemption from and is responsible for service fees charged to General Revenue, as required by law and pursuant to section 215.20, F.S.

**e. Septic Tanks Contractors and Businesses**

DEP agrees to collect the fees from the Septic Tanks Contractors and Businesses. If fees are remitted to DOH by mistake, they will be transferred to DEP. In the event future collections are set up on the online bill portal administered by the DOH Environmental Health Database, all funds received will be transferred to DEP.

**f. Environmental Health Database**

All costs associated with the DOH Environmental Health Database for OSTDS permitting, licensing, inspection, data management, tracking and reporting will be paid for by DOH and such cost will not reduce revenue computations transferred to DEP.

**g. Inspection for Construction of an Injection Well (FL Keys)**

DEP agrees to allow DOH to collect the "Inspection for Construction of an Injection Well" fees, applicable to Monroe County, Florida Keys, currently held in the County Health Department Trust Fund for the OSP. A total of eight percent (8%) of the collected "Inspection for Construction of an Injection Well" fees will be transferred by DOH to DEP by journal transfer to support the cost of OSP, pursuant to

section 381.0066, F.S. The DOH CHDs will manage the remaining balances of the “Inspection for Construction of an Injection Well” fees applicable to Monroe County, Florida Keys under the direction of DEP.

DEP will exercise all rights and authority to seek an exemption from and is responsible for any service fees charged to General Revenue, as required by law and pursuant to section 215.20, F.S.

## **2. Funding Sufficiency and Reporting**

(See **Attachment 4A**, “REVENUE – PER CHD REPORT TEMPLATE”, attached hereto and incorporated herein)

The Parties acknowledge the Fiscal Year 2021-2022 Legislative appropriations establishes funding for the OSP requiring DOH to make an initial transfer to DEP the nonrecurring cash balance of \$1,518,224 and monthly revenue transfers to DEP using nonoperating budget authority for a minimum annual total of \$1,529,866 in Fiscal Year 2021-2022, to support the initial transfer of staff pursuant to the CWWA.

The Parties will meet at least once annually to discuss revenue sufficiency and expense budgets for the OSP and to assess the continued role of DOH-CHDs. Pursuant to Section 2 of the CWWA, the Parties agree to cooperate in developing and implementing an annual operating budget and any necessary budget adjustments to establish sufficient revenue to support the OSP in both agencies.

By the fifteenth of the following month, DOH will provide to DEP a monthly unreconciled report on all fees collected by DOH and the DOH-CHDs relating to the OSP.

On a quarterly basis, DOH will provide to DEP a reconciled report of all such fees by the last business day of the following month.

By the last working day of August, DOH will complete and provide to DEP a final reconciliation of the actual revenues collected by DOH and transferred to DEP.

The Parties agree that future revenue transfers and budget authority beginning July 1, 2022, through June 30, 2026, are subject to annual Legislative appropriations.

SEE ALSO **Attachment 4B**, “EH Fee Schedule”, attached hereto and incorporated herein, for the current list of known Revenue.

**J. Variance Review and Advisory Committee:** In furtherance of the CWWA, DEP shall appoint and staff a variance review and advisory committee (Committee), which shall meet monthly to recommend agency action on variance requests. The Committee shall make its recommendations on variance requests and shall also strive to allow property owners the full use of their land where possible.

The Committee consists of the following:

- (a) The Secretary of Environmental Protection or his or her designee.
- (b) A representative from the county health departments.
- (c) A representative from the home building industry recommended by the Florida Home Builders Association.
- (d) A representative from the septic tank industry recommended by the Florida Onsite Wastewater Association.

- (e) A representative from the Department of Health.
- (f) A representative from the real estate industry who is also a developer in this state who develops lots using onsite sewage treatment and disposal systems recommended by the Florida Association of Realtors.
- (g) A representative from the engineering profession recommended by the Florida Engineering Society.

Members shall be appointed for a term of 3 years, with such appointments being staggered so that the terms of no more than two members expire in any one year. Members shall serve without remuneration, but if requested, shall be reimbursed for per diem and travel expenses as provided in s. 112.061.

To facilitate a smooth transition during the term of this Agreement the Parties agree to the following:

- The current Committee members will continue to serve in their capacity beyond July 1, 2021 until either a reappointment occurs, or another member has been nominated and appointed, by the DEP Secretary or delegate.
- The expiration of terms of the current Committee members as of the signing of this Agreement will remain the same, which stagger fiscal years 2021- 2023. DEP will fill appointments for all future members after July 1, 2021.
- The DEP-OSP will continue administratively supporting the Committee.
- Upon receipt of an application for a variance under Section 381.0065 F.S., and the rules adopted thereunder, the DOH-CHD will review the application for sufficiency, attach their comments, prepare the documentation for the DEP-OSP's review and the submittal to the Committee.
- DOH-CHD and the DEP-OSP Office will inform an applicant if a variance application requests a variance that is outside the authority of the Committee.
- After the Committee meets and renders a recommendation, the DEP-OSP will draft the recommendation for review and signature by DEP. DEP's letter will include a Notice of Rights that clearly states that any challenge to the OSTDS variance decision must be filed with the DEP Agency Clerk.
- The DEP-OSP will send the signed letter to the applicant and provide a carbon-copy to the DOH-CHD Environmental Health Director.
- For the benefit of the applicant in situations where an OSTDS regulated by DEP and a drinking water well regulated by DOH are pending permitting and do not meet respective setback distances, the Parties will make efforts to coordinate joint agency review whenever possible.

**K. Technical Advisory Committee:** Pursuant to the CWWA an OSTDS Technical Advisory Committee, a committee as defined in section 20.03(8) F.S., is created within DEP.

By August 1, 2021 and expiring August 15, 2022, DEP in consultation with DOH, shall appoint no more than 10 members to the committee, as follows:

1. A professional engineer.
2. A septic tank contractor.
3. Two representatives from the home building industry.
4. A representative from the real estate industry.

5. A representative from the onsite sewage treatment and disposal system industry.
6. A representative from local government.
7. Two representatives from the environmental community.
8. A representative of the scientific and technical community who has substantial expertise in the areas of the fate and transport of water pollutants, toxicology, epidemiology, geology, biology, or environmental sciences.

By January 1, 2022, the Committee shall submit its recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives.

**L. OSP Assessment**

**1. Annual Reporting and Handling of External Complaints:**

**a. Annual Reporting:**

DEP, in conjunction with DOH, will prepare an Annual Report by September 30th of each contract year, with the preceding state fiscal year's data. In preparation for the Annual Report, DOH will provide OSTDS data and other supporting data in their possession that is needed for the Annual Report to DEP by August 1st of each contract year.

DEP will submit the Annual Report to the Secretary of the DEP by September 30th of each contract year, and to the Deputy Secretary of Regulatory Programs of the DEP, the DOH's State Surgeon General, the DOH Deputy Secretary for County Health Systems, and the DOH Deputy Secretary for Health.

**The Annual Report must include the following:**

- The number of DOH and DEP employees who coded time or performed roles for the OSP and the total number of hours associated with the OSP work, including a narrative that describes which "types" of employees are coding time for the OSP, which "types" of employees perform supporting OSTDS work, and whether those "types" of employees code time to OSTDS;
- The number and type of OSTDS permits issued by DOH and DEP;
- The number and type of inspections conducted by DOH and DEP;
- Enforcement actions taken by DOH and DEP;
- A brief status update on rulemaking, technical advisory committee, and related matters;
- The number of variances granted by DOH and DEP;
- The number of audits conducted by DEP of DOH-CHD OSPs;
- The number of training events held by DOH and DEP staff. Create a brief narrative explaining the purposes and general types of yearly trainings held for OSTDS work;
- The number of CEHPs and Septic Contractors at DOH, DEP, and at other agencies or in private practice; and
- OSTDS total fees collected by DOH and DEP during the fiscal year, as reported by FLAIR and/or reported for the OSP.

**b. Handling of External Complaints:**

DEP and DOH will collaborate together as needed to investigate and respond to external complaints against the OSP that are brought by elected or appointed officials on behalf of constituents.

DEP and DOH will collaborate together as needed to investigate and respond to external complaints that are not resolved by the DOH-CHD and DEP-OSP Office.

The DOH's Deputy Secretary for County Health Systems (CHS) or their designee will serve as point of contact for DEP and will direct DOH-CHD investigation into the complaint as needed.

The DEP's Deputy Secretary for Regulatory Programs or their designee will serve as the point of contact for the DOH and will direct DEP OSTDS program or support DOH-CHD investigation into the complaint as needed. The Party receiving the external complaint will respond to it only after coordinating with the other Party.

**The primary and secondary points of contact for DOH – CHS are as follows:**

Primary: Countyhealthsystems@flhealth.gov / (850) 245-4243

Secondary: Ian.Henning@flhealth.gov / (850) 245-4244

**The primary and secondary points of contact for DEP are as follows:**

Primary: LegislativeAffairs@FloridaDEP.gov / (850) 245-2047

Secondary: Jessica.Kleinfelter@FloridaDEP.gov / (850) 245-7589

A change to either Party's primary or secondary point of contact can be made through prior written notification to the other Party and does not require a formal amendment to this Agreement.

**2. DOH-CHD Performance:**

(See **Attachment 5**, "DOH-CHD Performance", for Table 1 referenced, and additional information in Table 2, attached hereto and incorporated herein)

The DOH Bureau of Environmental Health will create quarterly reports, on the metrics outlined in Table 1, (see **Attachment 5**) as well as the number of permits issued by county for that period and submit the quarterly reports to DOH County Health Systems (CHS) and DEP by the 15th day after the end of the quarter. If the quarterly report indicates that a DOH-CHD's OSP falls below established targets and this is the first nonconsecutive quarter that such shortages are reported, DOH CHS will investigate the reason(s) for the shortages. If a DOH-CHD's OSP falls below established targets for two consecutive quarters and there are no obvious external factors, DOH and DEP will discuss and create a corrective action plan (CAP) for that DOH-CHD to last a minimum of 90 days. The following external factors will be considered prior to the creation of a CAP for any DOH-CHD:

- A certified-employee vacancy rate;
- A public health emergency; or
- An increase of demand for OSTDS services.

If, upon expiration of the CAP, the DOH-CHD does not improve, the DOH Deputy Secretary for CHS or their delegate and the Deputy Secretary for Regulatory Programs for DEP or their delegate will meet within two weeks of the expiration of the CAP to discuss remedies.

**Effect of Revenue on Programmatic Goals**

In the event the General Appropriations Act for a given year includes a reduction of at least 2 percent of DOH-CHD General Revenue, DOH and DEP will evaluate and amend the programmatic goals as needed for the DOH-CHDs to absorb the cut while still meeting legal obligations for the OSP.

**OSTDS Metrics**

As of the date of this Agreement, the services and goals listed in Table 1 (see **Attachment 5**) are the expectations for timeliness in a DOH-CHD's OSP. The requirements provide the latest a service can be completed under the applicable statute, rule, policy, or ordinance. The Parties will evaluate the timeliness in providing these services by creating reports. The Parties will coordinate with each other to determine what reports are needed to evaluate the timeliness of these services, the data elements to be used to evaluate these services and to be used in the reports, which Party will create the reports, and when the reports are to be created.


**THEREFORE**, the Parties agree this Agreement shall remain in effect according to the mandates of the CWWA, for a period of not less than five (5) years and to the extent not contradicted or superseded by the Laws of Florida.

The Parties mutually agree to abide by the terms hereof, as reflected by the acknowledgments of their duly-authorized officials below:

**Department of Environmental Protection**

**Department of Health**

Signed by:   
Name: John J. Truite  
Title: Deputy Secretary of Regulatory Programs

Signed by:   
Name: Cassandra Pasley, BSN, JD  
Title: Acting Chief of Staff


Date: June 29, 2021

Date: 6/29/2021

Approved as to form and legality,  
subject to execution:

Approved as to form and legality,  
subject to execution:

Signed by: *Carolin Ciarlariello, Esq.*  
Name: Carolin Ciarlariello, Esq.  
Title: Assistant General Counsel  
Department of Environmental Protection

Signed by:   
Name: Christine E. Lamia, Esq.  
Title: Deputy General Counsel  
Department of Health

Date: 6.29.2021

Date: June 29, 2021

## **V. APPENDICES**

### **ATTACHMENT # / TITLE**

- 1 Definitions**
- 2 OSTDS Enforcement Roles**
- 3A Staffing Transferred from DOH to DEP – OSTDS Program**
- 3B Equipment Transfer from DOH to DEP – Onsite Sewage Program**
- 4 Onsite Sewage Program Transfer Schedule for Fiscal Years July 1, 2021 to June 30, 2026 for Fees and Revenues Collected by DOH**
- 4A Revenue Per CHD Report Template**
- 4B EH Fee Schedule**
- 5 DOH-CHD Performance Tables 1 and 2**



## ATTACHMENT 1

### DEFINITIONS

Definitions in effect on the date of execution and contained in this Agreement are provided to supplement and to clarify the definitions included in section 381.0065, F.S., and Chapters 64E-6, 62-600 and 62-620 of the F.A.C. When definitions are not provided in this Agreement, the definitions included in section 381.0065 F. S., Chapters 64E-6, 62-600, 62-620, F.A.C. and documents referenced in this Agreement, shall be used.

1. Accelerated Certification Training (ACT): Required training for the certification of certified environmental health professional in the area of onsite sewage treatment and disposal systems, offered in cooperation with the onsite sewage program office and the hands-on training center.
2. Aerobic Treatment Units (ATU): a sewage treatment unit which introduces air into sewage to provide aerobic biochemical stabilization within a treatment receptacle; a unit treating up to 1500 gallons per day must be certified to one of the standards NSF/ANSI 40, NSF/ANSI 245 or NSF/ANSI 350 (Rules 64E-6.002(2) and 64E-6.012(1), F.A.C.)
3. Biosolids: shall be as defined in Chapter 62-640, F.A.C. Septage and food establishment sludges are excluded from this definition.
4. Biosolids Treatment Facility: shall be as defined in Chapter 62-640, F.A.C.
5. Certified Environmental Health Professional (CEHP) Program: unit in the Department of Health Bureau of Environmental Health that administers the certification as certified environmental health professional (CEHP) according to section 381.0101 F.S., and Chapter 64E-18, F.A.C.
6. "Certified-employee vacancy rate" is used as a qualifier. A position not included in the vacancy rate is one that has an employee certified to do the work. Employees in training who cannot actually do the regulatory functions unsupervised will not contribute to work output at comparable rates.
7. Certified Environmental Health Professional (CEHP) Certification: Certification according to section 381.0101 F.S., and Chapter 64E-18, F.A.C.
8. Clean Waterways Act (CWWA): SB712 of the 2020 Florida legislative session, Chapter 2020-150, Laws of Florida
9. Commercial Wastewater: non-toxic, non-hazardous wastewater from commercial establishments that is similar in composition to domestic wastewater, but which may occasionally have one or more of its constituents exceed typical domestic ranges. For the purposes of this Agreement, this definition is synonymous with the definition of "Commercial Sewage Waste" contained in Chapter 64E-6, F.A.C. Included in this definition are commercial wastewaters and mixtures of commercial and domestic wastewaters from commercial and institutional food service operations,

commercial laundries with no more than four washing machines, animal holding facilities (such as commercial kennels, veterinary hospitals, and animal grooming facilities), and beauty salons, provided toxic, hazardous, or industrial wastes are not introduced into the system, using Attachment 1 as a guide. Note: Attachment 1 is available at a web-page, currently at [floridadep.gov/sites/default/files/List\\_toxic\\_haz\\_iw\\_generators\\_0.pdf](http://floridadep.gov/sites/default/files/List_toxic_haz_iw_generators_0.pdf)

10. Corrective Action Plan (CAP): Document detailing how a DOH-CHD will improve its performance. Used in two contexts: CAPs have been a requirement of program evaluations administered by program offices in the Bureau of Environmental Health as specified in Chapter Q of the DOH EH Program Manual. This interagency agreement also establishes that DOH and DEP will discuss and create a CAP if a DOH-CHD's OSP falls below established targets for two consecutive quarters and there are no obvious external factors.
11. County Health Department Trust Fund: Fund established by section 154.02, F.S. that contains all funds (state, local and federal) to be expended by county health departments in accordance with budgets and plans agreed upon by the county authorities of each county and the Department of Health.
12. DEP Onsite Sewage Program (DEP-OSP) Office: Organizational unit at DEP that coordinates the OSTDS program and implements statewide functions of the program.
13. Domestic Wastewater: for the purposes of this Agreement, the definition of "domestic wastewater" provided in Chapter 62-620, F.A.C., is synonymous to the definition of "domestic sewage waste" provided in Chapter 64E-6, F.A.C. Domestic wastewater includes sanitary wastes from portable toilets, holding tanks, boats, and marinas. Also included are domestic wastewaters from certain commercial and industrial establishments (excluding restaurants and other food service operations). All wastewaters from restaurants and other food service establishments are included in the definition of commercial wastewater.
14. EHD: name for the Environmental Health Database, the web-based computer system that serves the inputting, processing, and archiving of environmental health program activities, in particular permitting. Scheduled to be discontinued by August 30, 2021. The functional successor will be EHD-Cloud.
15. EHD-Cloud: name for the Environmental Health data management system replacing EHD and provided by HealthSpace USA, Inc. Scheduled to be functional by August 30, 2021.
16. Environmental Health or Sanitary Evaluation: Terms of section 381.0101, F.S., requiring certification as CEHP. For the purposes of this agreement, an evaluation conducted under the OSTDS program not otherwise exempted in memo DCEH 2018-013 or its successors.
17. Environmental Health Program Manual DOHM 150-4: Binding guidance document by DOH for the implementation of various environmental health programs. Referenced in this interagency agreement are Chapter K (Onsite Sewage Treatment and Disposal), Chapter Q (EH program

evaluation protocol), Chapter Y (complaint investigations) and Chapter Z (Certified Environmental Health Professionals)

18. Establishment: shall be as defined in Chapter 64E-6, F.A.C.
19. Estimated Sewage Flows: the quantity of domestic and commercial wastewater expected to be produced by an establishment as determined by Chapter 64E-6, F.A.C.
20. Florida Onsite Wastewater Association: The Florida Onsite Wastewater Association is an organized group of those engaged in the manufacturing, installation, repair or maintenance of onsite sewage treatment and disposal systems, plus firms that service and supply the industry.
21. Hands-on training: training allowing tactile contact with physical objects related to OSTDSs and their components. Section 381.0065(3)(j) requires the onsite sewage program to fund “hands-on training centers designed to provide practical information about onsite sewage treatment and disposal systems to septic tank contractors, master septic tank contractors, contractors, inspectors, engineers, and the public.”
22. HealthSpace USA, Inc.: Vendor for the web-based permitting and data archiving system (EHD-Cloud) used by DOH-Environmental Health programs and the onsite sewage program, starting in August 30, 2021.
23. Industrial Wastewater: wastewater not otherwise defined as domestic wastewater or commercial wastewater as defined in Rule 62-620.200, F.A.C. Wastewaters from dairies, food processing plants, slaughterhouses, funeral homes, car washes, and commercial laundries with more than four washing machines are included in this definition.
24. Journal Transfer: Equivalent to non-operating cash transfer between agencies
25. Onsite Sewage Program (OSP): program duties, functions, activities, and employees doing and directly supporting OSTDS work pursuant to Chapter 381.0064-67 and Part III of Chapter 489.
26. Onsite Sewage Program Office: Organizational unit at DEP that coordinates the onsite sewage program and implements the statewide functions.
27. Onsite Sewage Treatment and Disposal System (OSTDS): shall be as defined in section 381.0065, F.S. This term does not include package sewage treatment facilities and other treatment works regulated under Chapter 403, F.S. Further, the term does not include any system which provides for other than subsurface effluent disposal or which has open tanks or open treatment units.
28. OSTDS Consistency Workgroup Meetings: Consistency meetings are held between DEP Onsite Sewage Program Office staff and lead DOH-CHD program staff from groups of five to fifteen counties. They are held annually or on demand.
29. OSTDS Interagency Transfer Team (OITT): workgroup established by this Agreement consisting of representatives of both parties.

30. OSTDS Program: the management and oversight of onsite sewage treatment systems requirements pursuant to statutory authority and rules adopted thereof for the protection and safety of the public.
31. Performance-based treatment system (PBTs): a specialized onsite sewage treatment and disposal system designed by a professional engineer with a background in wastewater engineering, licensed in the state of Florida, using appropriate application of sound engineering principles to achieve specified levels of CBOD5 (carbonaceous biochemical oxygen demand), TSS (total suspended solids), TN (total nitrogen), TP (total phosphorus), and fecal coliform found in domestic sewage waste, to a specific and measurable established performance standard. This term also includes innovative systems (Rule 64E-6.025(10), F.A.C.).
32. Quarter: A three-month period of this Agreement. The quarters for this Agreement are July to September (first quarter), October to December (second quarter), January to March (third quarter), and April to June (fourth quarter).
33. Septic Contractor, or septic tank contractor: person or business authorized to provide services in the onsite sewage treatment and disposal system industry in accordance with Part III of Chapter 489, Florida Statutes
34. Septage: shall be as defined in Chapters 64E-6 and 62-640, F.A.C. All wastes from boats or marinas are excluded from this definition.
35. Septage Management Facility: shall be as defined in Chapter 62-640, F.A.C.
36. Sewage: the definition of "sewage" is synonymous to the definitions of "domestic wastewater".
37. Timed Inspections: A pre-scheduled repair inspection as outlined in Rule 64E-6.003(a), F.A.C.
38. Variance Application Fee: fees currently established in Rule 64E-6.030(1)(v) and(w), Florida Administrative Code

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## ATTACHMENT 2

### OSTDS Enforcement Roles

Action	Lead Role	OGC Review?	Support Role
Inspections	CHD	No	N/A
Inspection Reports	CHD	No	N/A
Warning Letter	CHD	No (unless requested)	N/A
Warning Letter Meetings	CHD	N/A	DEP OGC (only when requested, uncommon to have OGC involvement at this stage)
Non-Compliance Letter	CHD	No	DEP OGC (only when requested, uncommon to have OGC involvement at this stage)
Short Form Consent Order	CHD staff enter information on DEP templates located on the Enforcement Manual webpage and deliver.	No (unless requested)	N/A
Long Form Consent Order	CHD staff enter information on DEP templates located on the Enforcement Manual webpage and deliver.	Yes	DEP OSP (only when requested)
Consent Order Negotiation Meetings	CHD staff on behalf of DEP, with input from DEP staff as necessary.	N/A	DEP OGC (only when requested)
Citation for Violation	CHD Staff on DEP-approved templates	No (unless requested)	DEP OGC (only when requested)
Notice of Violation	DEP staff prepare formal charging documents	Yes	DEP OGC

Administrative Proceeding from either Citation of Violation or breach of Consent Order	DEP OGC (as counsel)	Yes (DEP OGC reviews NOVs prior to service and Petitions)	CHD (as witnesses); DEP OSP (for technical support and expert testimony)
Case Report (*internal document seeking approval to file civil suit)	DEP OGC (as counsel)	Yes, DEP OGC must sign off before DEP Secretarial approval	N/A
Civil Court Proceeding	DEP OGC (as counsel)	Yes (DEP OGC drafts complaint/petition to enforce upon approved case report)	CHD (as witnesses); DEP OSP (for technical support and expert testimony)

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DOH Position Information		DEP Position Information	
Position Number	Position Title	Position Number	Position Title
64001936	Environmental Consultant	37020904	Environmental Consultant
64006629	Environmental Consultant	37002902	Environmental Consultant
64026492	Environmental Health Program Consultant	37020901	Environmental Consultant
64030423	Environmental Administrator-Health	37020910	Program Administrator
64055086	Staff Assistant	37020909	Operations Analyst I
64057545	Environmental Administrator-Health	37020899	Environmental Administrator-SES
64060669	Environmental Consultant	37020905	Environmental Consultant
64061185	Environmental Consultant	37020906	Environmental Consultant
64061876	Environmental Manager-SES	37020907	Environmental Manager-SES
64067978	Environmental Consultant	37020900	Environmental Consultant
64067979	Environmental Manager-SES	37020908	Environmental Manager-SES
64067981	Environmental Consultant	37020903	Environmental Consultant
64068365	Government Operations Consultant III	37020911	Government Operations Consultant III
64006460	Program Consultant	37020912	Attorney

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### ATTACHMENT 3(B)

#### Equipment Transfer from DOH to DEP Onsite Sewage Program

Office Equipment Transfer	Tallahassee	Orlando	TOTAL
Cell Phones	3	4	7
Laptops	9	3	12
Monitors	18	6	24
Office Chairs	11	3	14
Desk	11	3	14
Locking File Cabinets	9	3	12
Non-locking File Cabinets	23	0	23
Bookshelves/Table/Closet	19	4	23
Chevy Malibu	0	1	1
<p>Other (Orlando): auger (in carry bag), Montana Sharp Shooter shovel (metal), probe, 100 ft tape measure, paper shredder, laser level, spray water bottle, headphones, Munsell soil color books, compaction meter probe, Schmidt hammer, digital projector, Chevy Malibu, 4-5 metal filing cabinets, two portable USB monitors, cordless mouse,</p> <p>Other (Tallahassee): YSI multi-parameter field meter, several peristaltic pumps, hand pressure/vacuum pumps, two laser levelers, water level data loggers, extendable auger, several soil probes, two sludge judges, Spectrophotometer, field equipment organizer, equipment calibration reagents, sampling tubings, impact hammers , calibration device</p>			

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**OSTDS FUNDING – ATTACHMENTS 4, 4A, 4B**

**ATTACHMENT 4: ONSITE SEWAGE PROGRAM TRANSFER SCHEDULE FOR FISCAL YEARS JULY 1, 2021 TO JUNE 30, 2026 FOR FEES AND REVENUES COLLECTED BY DOH**

Effective July 1, 2021 the DOH will transfer all fees/revenues collected for the Onsite Sewage Program as delineated in Section IV. I. “Funding: Program Fees, Appropriations, Revenue Support, Reporting” of the Agreement through a nonoperating transfer on or before the 10th of each month or the next business day thereafter, as provided below:

July 10<sup>th</sup>: No transfer due to year-end and startup period.

August 10<sup>th</sup>: This transfer will include the June and July revenue collections as well as any other revenues not previously transferred in the prior fiscal year.

September 10<sup>th</sup>

October 10<sup>th</sup>

November 10<sup>th</sup>

December 10<sup>th</sup>

January 10<sup>th</sup>

February 10<sup>th</sup>

March 10<sup>th</sup>

April 10<sup>th</sup>

May 10<sup>th</sup>

June 10<sup>th</sup>

Transfers for future fiscal years shall continue to occur on or before the 10<sup>th</sup> of each month or the next business day thereafter. A change to this schedule requires written notification and mutual agreement by both Parties, and will not require a formal amendment to this Agreement. Any other changes to the terms and conditions require a formal amendment by written agreement of the Parties.

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## ATTACHMENT 4(A) – Revenue Per CHD Report Template

CHD	IBI (CHD #)	OCA- DEP Revenue- 1E000	OCA-DOH- Revenue- ENVFE	Total	State Portion of Fee- DEP	CHD Portion of Fee- DOH	Research Training Fee- OCA-B9000 (DEP)	Training Center- OCA- SEWTN (DEP)	Variants- OCA- BY000 (DEP)	DOH-Local County Fees ENVLF
Alachua County Health Department	01	(1,404.40)	(19,635.60)	(21,040.00)	7%	93%	(145.00)	(175.00)		
Baker County Health Department <sup>(1)</sup>	02			-						
Bay County Health Department	03	(893.30)	(10,952.10)	(11,845.40)	8%	92%	(110.00)	(85.00)	(200.00)	(6,704.60)
Bradford County Health Department <sup>(2)</sup>	04			-						
Brevard County Health Department	05	(8,264.80)	(91,660.20)	(99,925.00)	8%	92%	(835.00)	(425.00)	(200.00)	(75,140.00)
Broward County Health Department	06	(674.00)	(7,415.20)	(8,089.20)	8%	92%		(135.00)		(8,213.00)
Calhoun County Health Department	07		(2,162.00)	(2,162.00)	0%	100%		(62.60)		
Charlotte County Health Department	08	(5,247.10)	(60,326.40)	(65,573.50)	8%	92%	(855.00)			(48,360.00)
Citrus County Health Department	09	(5,480.80)	(63,029.20)	(68,510.00)	8%	92%	(880.00)	(400.00)		(2,940.00)
Clay County Health Department	10	(1,325.20)	(15,689.80)	(17,015.00)	8%	92%	(205.00)	(5.00)		(2,520.00)
Collier County Health Department	11	(380.00)	(4,370.00)	(4,750.00)	8%	92%	(10.00)	(115.00)		(6,645.00)
Columbia County Health Department	12	(2,014.80)	(21,992.60)	(24,007.40)	8%	92%	(245.00)	(165.00)		(1,450.00)
Miami-Dade County Health Department	13	(4,106.00)	(46,081.40)	(50,187.40)	8%	92%	(505.00)	(435.00)	(450.00)	(61,370.00)
DeSoto County Health Department	14	(1,393.20)	(4,360.80)	(5,754.00)	24%	76%	(50.00)	(20.00)		(1,575.00)
Dixie County Health Department	15	(398.40)	(4,650.60)	(5,049.00)	8%	92%	(66.00)	(30.00)		(1,500.00)
Duval County Health Department	16	(4,258.80)	(48,846.20)	(53,105.00)	8%	92%	(350.00)	(435.00)	(100.00)	(59,555.00)
Escambia County Health Department	17	(1,924.80)	(27,514.20)	(29,439.00)	7%	93%	(80.00)	(305.00)		(6,876.29)
Flagler County Health Department	18	(397.60)	(4,572.40)	(4,970.00)	8%	92%	(45.00)	(20.00)		(450.00)
Franklin County Health Department	19	(1,363.60)	(15,681.40)	(17,045.00)	8%	92%	(55.00)	(65.00)		(13,415.00)
Gadsden County Health Department	20	(265.60)	(3,359.40)	(3,625.00)	7%	93%	(75.00)			(1,250.00)
Gilchrist County Health Department	21	(631.20)	(7,258.80)	(7,890.00)	8%	92%	(120.00)	(35.00)		(3,845.00)
Glades County Health Department	22	(410.00)	(4,715.00)	(5,125.00)	8%	92%	(60.00)			(1,425.00)
Gulf County Health Department	23	(372.80)	(4,287.20)	(4,660.00)	8%	92%	(60.00)	(5.00)		(2,740.00)
Hamilton County Health Department	24	(377.60)	(4,342.40)	(4,720.00)	8%	92%	(60.00)	(10.00)		
Hardee County Health Department	25	(171.60)	(2,688.40)	(2,860.00)	6%	94%	(20.00)	(20.00)		(1,170.00)
Hendry County Health Department	26	(2,086.40)	(23,993.60)	(26,080.00)	8%	92%	(285.00)	(15.00)		(6,505.00)
Hernando County Health Department	27	(5,567.60)	(64,177.40)	(69,745.00)	8%	92%		(1,990.00)	(150.00)	
Highlands County Health Department	28	(2,096.80)	(24,113.20)	(26,210.00)	8%	92%	(250.00)	(190.00)		(10,155.00)
Hillsborough County Health Department	29	(4,482.40)	(50,347.60)	(54,830.00)	8%	92%	(265.00)	(615.00)		(9,500.00)
Holmes County Health Department	30	(168.40)	(1,936.60)	(2,105.00)	8%	92%	(20.00)	(20.00)		(760.00)
Indian River County Health Department	31	(2,608.40)	(30,633.00)	(33,241.40)	8%	92%	(535.00)			(12,380.00)
Jackson County Health Department	32	(503.60)	(5,791.40)	(6,295.00)	8%	92%	(85.00)	(55.00)		(1,755.00)
Jefferson County Health Department	33	(207.60)	(2,437.40)	(2,645.00)	8%	92%	(50.00)	(5.00)		(600.00)
Lafayette County Health Department	34	(284.40)	(3,270.60)	(3,555.00)	8%	92%	(45.00)	(5.00)		(1,000.00)
Lake County Health Department	35	(2,905.20)	(34,285.80)	(37,191.00)	8%	92%	(5.00)	(700.00)	(200.00)	(12,820.00)
Lee County Health Department	36	(15,379.60)	(178,016.60)	(193,396.20)	8%	92%	(2,655.00)	(225.00)	(650.00)	(66,515.00)
Leon County Health Department	37	(806.40)	(9,188.60)	(9,995.00)	8%	92%		(85.00)		
Levy County Health Department	38	(971.60)	(11,173.40)	(12,145.00)	8%	92%	(125.00)	(55.00)		(2,910.00)
Liberty County Health Department	39		(78.20)	(78.20)	0%	100%				
Madison County Health Department	40	(414.40)	(4,765.60)	(5,180.00)	8%	92%	(85.00)	(15.00)		(1,050.00)
Manatee County Health Department	41	(699.60)	(8,195.40)	(8,895.00)	8%	92%	(75.00)	(60.00)	(150.00)	
Marion County Health Department	42	(11,393.20)	(133,921.80)	(145,315.00)	8%	92%	(2,485.00)		(2,900.00)	
Martin County Health Department	43	(1,816.80)	(20,893.20)	(22,710.00)	8%	92%	(100.00)	(130.00)		(7,550.00)
Monroe County Health Department	44	(359.20)	(4,630.80)	(4,990.00)	7%	93%	(20.00)			(4,538.00)
Nassau County Health Department	45	(1,953.90)	(27,475.50)	(29,429.40)	7%	93%	(160.00)	(60.00)		(1,012.40)
Okaloosa County Health Department	46	(1,947.60)	(22,397.40)	(24,345.00)	8%	92%	(335.00)	(120.00)		(14,559.00)
Okeechobee County Health Department	47	(1,234.80)	(14,310.20)	(15,545.00)	8%	92%	(210.00)			(3,035.00)
Orange County Health Department	48	(3,684.40)	(42,500.20)	(46,184.60)	8%	92%	(250.00)	(735.00)	(300.00)	(20,907.00)
Osceola County Health Department	49	(1,385.20)	(15,874.60)	(17,259.80)	8%	92%	(125.00)	(170.00)		(5,760.00)
Palm Beach County Health Department	50	(2,448.00)	(28,177.00)	(30,625.00)	8%	92%	(295.00)	(195.00)		(12,600.00)
Pasco County Health Department	51	(3,785.20)	(43,529.80)	(47,315.00)	8%	92%	(215.00)	(445.00)		(9,190.00)
Pinellas County Health Department	52	(809.60)	(9,310.40)	(10,120.00)	8%	92%		(170.00)		(2,100.00)
Polk County Health Department	53	(4,121.61)	(57,521.89)	(61,643.50)	7%	93%	(440.00)	(755.00)		
Putnam County Health Department	54	(1,401.40)	(16,001.60)	(17,403.00)	8%	92%	(155.00)	(135.00)		(5,750.00)
St. Johns County Health Department	55	(1,815.20)	(20,949.80)	(22,765.00)	8%	92%	(395.00)			(16,450.00)
St. Lucie County Health Department	56	(1,105.60)	(14,589.40)	(15,695.00)	7%	93%	(90.00)	(165.00)		(500.00)
Santa Rosa County Health Department	57	(3,328.60)	(37,937.20)	(41,265.80)	8%	92%	(765.00)			(22,225.00)
Sarasota County Health Department	58	(4,595.00)	(52,791.90)	(57,386.90)	8%	92%		(1,025.00)		(39,775.60)
Seminole County Health Department	59	(1,644.80)	(18,755.20)	(20,400.00)	8%	92%	(170.00)	(230.00)	(100.00)	(7,660.00)
Sumter County Health Department	60	(523.20)	(6,016.80)	(6,540.00)	8%	92%	(85.00)	(15.00)		(75.00)
Suwannee County Health Department	61	(1,182.80)	(13,602.20)	(14,785.00)	8%	92%	(160.00)	(85.00)		(4,000.00)
Taylor County Health Department	62	(334.00)	(2,957.20)	(3,291.20)	10%	90%		(70.00)		(1,030.00)
Union County Health Department <sup>(2)</sup>	63			-						
Volusia County Health Department	64	(4,766.20)	(54,938.80)	(59,705.00)	8%	92%	(445.00)	(600.00)	(300.00)	(5,925.00)
Wakulla County Health Department	65	(924.00)	(10,451.00)	(11,375.00)	8%	92%	(45.00)	(165.00)		(6,025.00)
Walton County Health Department	66	(1,628.40)	(18,726.60)	(20,355.00)	8%	92%	(295.00)	(90.00)		(6,248.00)
Washington County Health Department	67	(344.00)	(3,956.00)	(4,300.00)	8%	92%	(75.00)			(1,900.00)
<b>Total</b>		<b>(139,470.71)</b>	<b>(1,620,212.19)</b>	<b>(1,759,682.90)</b>	<b>8%</b>	<b>92%</b>	<b>(16,626.00)</b>	<b>(11,742.60)</b>	<b>(5,700.00)</b>	<b>(631,908.89)</b>

**Total Transfer Amount (173,539.31)**

- (1) Baker CHD is combined with Nassau CHD
- (2) Bradford and Union CHDs are combined with Columbia CHD

# ATTACHMENT 4(B) – EH FEE SCHEDULE

DESCRIPTION	FLORIDA STATUTE	RULE	FEE AMOUNT	DEPOSIT AMOUNT	%	ORG L4/L6	EO	OBJECT CODE	REVENUE CATEGORY	SI	OCA	FUND GF-SF-FID	BUDGET ENTITY	IBI	PROGRAM COMPONENT
<b>ONSITE SEWAGE DISPOSAL PROGRAM (OSTDS)</b>															
1. Application and plan review for construction permit for new systems	381.0066	64E-6.030	100.00	92.00	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
1a. Transfer to DEP				8.00	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
2. Application and approval for existing system, if system inspection not required	381.0066	64E-6.030	35.00	32.20	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
2.a. Transfer to DEP				2.80	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
3. Application and Existing System Evaluation	381.0066	64E-6.030	50.00	46.00	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
3.a. Transfer to DEP				4.00	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
4. Application for permitting of a new Performance-based treatment system	381.0066	64E-6.030	125.00	115.00	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
4.a. Transfer to DEP				10.00	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
5. Site evaluation	381.0066	64E-6.030	115.00	105.60	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
5.a. Transfer to DEP				9.20	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
6. Site re-evaluation	381.0066	64E-6.030	50.00	46.00	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
6.a. Transfer to DEP				4.00	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
7. Permit or permit amendment for new systems, modification or repair to system	381.0066	64E-6.030	55.00	50.60	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
7.a. Transfer to DEP				4.40	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
8. Research and Training Surcharges-Collected at the CHDs	381.0066	64E-6.030	5.00	0.00											
8.a. Transfer to DEP				5.00	100%	XX-399	RF	001206	000121	CD	B9000	20-2-141001	64200700	**	1306000000
8.b. Transfer to DEP				5.00	100%	XX-399	TC	001206	000121	CD	SEWTRN	20-2-141001	64200700	**	1306000000
9. Initial system inspection	381.0066	64E-6.030	75.00	69.00	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
9.a. Transfer to DEP				6.00	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
10. System re-inspection (stabilization, non-compliance or other inspection after initial inspection)	381.0066	64E-6.030	50.00	46.00	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
10.a. Transfer to DEP				4.00	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
11. Application for system abandonment permit, includes permit issuance and inspection	381.0066	64E-6.030	50.00	46.00	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
11.a. Transfer to DEP				4.00	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
12. Annual operating permit fee for industrial/manufacturing zoning or commercial sewage waste	381.0066	64E-6.030	150.00	138.00	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
12.a. Transfer to DEP				12.00	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
13. Biennial operating permit for aerobic treatment unit or performance-based treatment system	381.0066	64E-6.030	100.00	92.00	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
13.a. Transfer to DEP				8.00	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
14. Amendments to operating permit	381.0066	64E-6.030	50.00	46.00	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
14.a. Transfer to DEP				4.00	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
15. Tank manufacturer's inspection per annum	381.0066	64E-6.030	100.00	92.00	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
15.a. Transfer to DEP				8.00	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
16. Septage disposal service permit per annum	381.0066	64E-6.030	75.00	69.00	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
16.a. Transfer to DEP				6.00	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
17. Portable or temporary toilet service permit per annum	381.0066	64E-6.030	75.00	69.00	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
17.a. Transfer to DEP				6.00	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
18. Additional charge per pump out vehicle	381.0066	64E-6.030	35.00	32.20	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
18.a. Transfer to DEP				2.80	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
19. Septage stabilization facility inspection fee per annum	381.0066	64E-6.030	150.00	138.00	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
19.a. Transfer to DEP				12.00	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
20. Septage disposal site evaluation fee per annum	381.0066	64E-6.030	200.00	184.00	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
20.a. Transfer to DEP				16.00	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
21. Aerobic treatment unit maintenance entity permit per annum	381.0066	64E-6.030	25.00	23.00	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
21.a. Transfer to DEP				2.00	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000
22. Variance application for a single-family residence per each lot or building site	381.0066	64E-6.030	200.00	100.00	50%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
22.a. Transfer to DEP				100.00	60%	XX-399	CR	001206	000121	CD	BY000	20-2-141001	64200700	**	1306000000
23. Variance application for a multi-family or commercial building per each building site	381.0066	64E-6.030	300.00	150.00	50%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
23.a. Transfer to DEP				160.00	60%	XX-399	CR	001206	000121	CD	BY000	20-2-141001	64200700	**	1306000000
24. Inspection for construction of an injection well (FL Keys)	381.0066	64E-6.018	125.00	115.00	92%	XX-361	ST	001092	000121	CD	1E000	20-2-141001	64200700	**	1306000000
24.a. Transfer to DEP				10.00	8%	XX-399	ST	001206	000121	CD	1E000	20-2-141001	64200700	**	1306000000

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## ATTACHMENT 5 -- DOH-CHD Performance

**Table 1.** OSTDS Services to be reported. Statutory requirements more restrictive than Chapter 120, F.S., are **bolded**.

<u>Service</u>	<u>Statute or Rule Requirement</u>	<u>DOH-CHD Target, if different</u>	<u>Authority</u>	<u>Report / Metric</u>
<b>Repair Timeline</b>	30 calendar days to request information, 90 calendar days to issue the permit <sup>1</sup>	2 business days if sanitary nuisance	Rule 64E-6.015(5), F.A.C. (2-day goal); Chapter 120, F.S. (30 calendar days to request information, 90 calendar days to issue the permit); DOHM150-4, Section VI, Chapter K, E.3.h. (2-day goal)	OSTDS Performance Indicator Report / Days to Issue
<b>Existing System Evaluations<sup>2</sup></b>	30 calendar days to request information, 90 calendar days to issue the permit	15 calendar days to get a permit out upon application	Chapter 120, F.S.	OSTDS Performance Indicator Report / Days to Issue
<b>New System Construction</b>	30 calendar days to request information, 90 calendar days to issue the permit	10 calendar days to get a permit out upon complete application; 15 calendar days during high volume times	Chapter 120, F.S. (30 & 90 calendar days); DOHM150-4, Section VI, Chapter K, E.3.h.	OSTDS Performance Indicator Report / Days to Issue
<b>PBTS permit<sup>3</sup></b>	5 business days to request information, 15 business days to issue the permit or deny <sup>4</sup>		section 381.0065(4)(j)2, F.S.	OSTDS Performance Indicator Report / Days to Issue
<b>Operating Permit Inspections</b>	1x per year		Chapter 381, F.S.	OSTDS Operating Permit Inspections Quota Report / Percent Inspected
<b>Service Permit Inspections</b>	1x per year		Chapter 381, F.S.	OSTDS Service Permit Inspections Quota Report / Percent Inspected

<sup>1</sup> 30 and 90-day clocks are tolled once a request for additional information is issued and start anew on receipt of the updated application materials.

<sup>2</sup> Includes existing repair, existing modification, existing new, and non-residential evaluations/permits. Excludes evaluations for single family homes without a bedroom addition.

<sup>3</sup> These systems must be engineered and take more time to review and issue.

<sup>4</sup> Denial will prompt a referral to a state engineer for review

<b>Issue Operating Permits</b>	30 calendar days to request information, 90 calendar days to issue the permit		Chapter 120, F.S.	OSTDS Facility Permits Issued Report / Percent Issued
<b>Issue Service Permits</b>	30 calendar days to request information, 90 calendar days to issue the permit		Chapter 120, F.S.	OSTDS Facility Permits Issued Report / Percent Issued
<b>Abandonment Permits</b>	30 calendar days to request information, 90 calendar days to issue the permit	15 calendar days to request information, 45 calendar days to issue the permit	Chapter 120, F.S.	OSTDS Performance Indicator Report / Days to Issue

**Table 2.** OSTDS Services performed but not reported.

<u>Service</u>	<u>Statute, Rule, or Policy Requirement</u>	<u>DOH-CHD Target, if different</u>	<u>Authority</u>
<b>Existing System Evaluations for Single Family with No Bedroom Added<sup>5</sup></b>	7 days		section 381.0065(4)(z), F.S.
<b>Timed Inspections for Master Septic Tank Contractors (initial repair inspections only)</b>	Varies based on local inspection schedule		Rule 64E-6.003(3)(a), F.A.C.
<b>Permit Amendment (New)</b>	30 calendar days to request information, 90 calendar days to issue the permit	10 calendar days to get a permit out upon a completed application	Chapter 120, F.S. (30 & 90 calendar days); DOHM150-4, Section VI, Chapter K, E.3.h.
<b>Permit Amendment (Repair)</b>	30 calendar days to request information, 90 calendar days to issue the permit	2 business days to validate upon a completed application	Chapter 120, F.S. (30 & 90 calendar days); DOHM150-4, Section VI, Chapter K, E.3.h.
<b>Permit Amendment (Operating)</b>	30 calendar days to request information, 90 calendar days to issue the permit		Chapter 120, F.S.

<sup>5</sup> Includes existing repair, existing modification, existing new, and non-residential evaluations/permits

<b>System Construction Inspections and Reinspections</b>	Not established	Within "reasonable" time, usually a couple of days, but can vary greatly by county and staffing level over time. The goal is a clearly communicated policy for scheduling.	Rule 64E-6.003(2), F.A.C.
<b>Contractor Enforcement Investigation</b>	2 business days to validate		DOHM150-4, Section VI, Chapter Y, E.3. (timeline)
<b>Contractor Enforcement Coordination</b>	14 calendar days initially, with <30 calendar day follow-up required		DOHM150-4, Section VI, Chapter Y, E.3.b. (timeline)
<b>Variance Applications</b>	30 calendar days to request information, 90 calendar days to issue the permit		Chapter 120, F.S.

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