

WELL CONSTRUCTION PERMITTING AGREEMENT  
BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
THE FLORIDA DEPARTMENT OF HEALTH

THIS AGREEMENT is made by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as the "DISTRICT," and THE FLORIDA DEPARTMENT OF HEALTH, with offices located in Marion County, hereinafter referred to as the "DEPARTMENT," effective June 1, 2021.

INTRODUCTION AND INTENT

WHEREAS, the DISTRICT has the authority and responsibility, within its jurisdiction, for the administration and enforcement of rules and regulations governing water wells and water well contractors as set forth in Part III, Chapter 373, Florida Statutes (F.S.), and applicable portions of Chapters 40D-3, 62-524, 62-528, 62-531, 62-532, and 62-555, Florida Administrative Code (F.A.C.); and

WHEREAS, the DEPARTMENT has the authority and responsibility, within its jurisdiction, to protect public health and prevent disease caused by natural and manmade factors in the environment, as set forth in Chapter 381, F.S.; and

WHEREAS, a portion of the lands within the boundaries of Marion County are within the geographical jurisdiction of the DISTRICT, as described in Section 373.069, F.S., and are therefore subject to the rules, regulations, authority, and orders of the DISTRICT, pursuant to Part III, Chapter 373, F.S.; and

WHEREAS, another portion of the lands within the boundaries of Marion County are within the geographical jurisdiction of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD), as described in Section 373.069, F.S., and is therefore subject to the rules, regulations, authority, and orders of the SJRWMD, pursuant to Part III, Chapter 373, F.S.; and

WHEREAS, pursuant to Sections 373.308 and 373.309, F.S., the District is authorized to delegate to the DEPARTMENT by interagency agreement the authority to regulate the permitting and construction of water wells within that portion of Marion County that is situated within the geographical jurisdiction of the DISTRICT; and

WHEREAS, the DISTRICT and the DEPARTMENT entered into Well Construction Permitting Agreements, effective October 1, 2005 and June 1, 2016, which delegated to the DEPARTMENT the authority to administer and enforce rules and regulations governing water wells and water well contractors as set forth in Part III, Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-524, 62-528, 62-531, 62-532, and 62-555, F.A.C.;

WHEREAS, the parties desire to continue the regulation of water wells and water well contractors in Marion County through delegation to the DEPARTMENT of the DISTRICT'S authority to implement Part III of Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-524, 62-528, 62-531, 62-532, and 62-555, F.A.C., in a manner that ensures regulatory consistency throughout the portion of lands in Marion County that are within the jurisdiction of the DISTRICT and protects public health, safety and welfare;

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

1. This Agreement shall take effect on June 1, 2021. The DEPARTMENT will continue to review and evaluate well construction permit applications and issue or deny permits for the construction, repair, modification, or abandonment of water wells within the DISTRICT's geographical jurisdiction that are within the boundaries of Marion County, with the following exceptions:

- a. permits issued in accordance with Chapter 62-524, F.A.C.; and
- b. permits for wells located within any areas subject to the Memorandum of Agreement Between the U.S. Environmental Protection Agency, Region IV, Superfund Division and the DISTRICT.

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

3. The DEPARTMENT will review and evaluate permit applications as described in paragraphs 1 and 2 herein based solely upon the applicable provisions of Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C.

4. The DISTRICT will review and evaluate applications and issue or deny permits for wells constructed, repaired, modified, or abandoned in accordance with the provisions of Chapter 62-524, F.A.C., and for any wells located within any areas subject to the Memorandum of Agreement Between the U.S. Environmental Protection Agency, Region IV, Superfund Division and the DISTRICT. The DISTRICT will provide the DEPARTMENT with a copy of permits issued by the DISTRICT for informational purposes, if requested.

5. The DEPARTMENT will administer water well contractor and water well construction regulation and require all wells be constructed, repaired, modified, or abandoned in accordance with requirements of Part III, Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C.

6. The DEPARTMENT will use the forms adopted by the DISTRICT in Chapter 40D-1, F.A.C., which includes the most recent versions of the State of Florida Permit Application to Construct, Repair, Modify or Abandon a Well, Well Completion Report, Well Grouting/Abandonment Form, Well Construction Inspection Checklist, and Public Supply Well Information and Classification Form. The DEPARTMENT will use any revised or additional well construction-related forms that hereafter may be adopted by the DISTRICT.

7. The DEPARTMENT will continue to participate in the on-line permitting program implemented through the DISTRICT's Water Management Information System (WMIS) or subsequent permitting program upon written notification by the DISTRICT. The DEPARTMENT will use the DISTRICT's fee payment vendor unless otherwise approved by the DISTRICT in writing, and the DEPARTMENT will comply with the twelve (12) requirements of the Payment Card Industry Data Security Standard (PCI-DSS) as set forth in Appendix 1: District Procedures for Payment Card Industry (PCI) Compliance, attached hereto and incorporated herein. In accordance with DISTRICT PCI Compliance procedures:

- a. The DEPARTMENT will notify the DISTRICT in writing within thirty (30) days regarding any change in the DEPARTMENT's Payment Card procedures affecting compliance with the PCI-DSS, after which the DISTRICT reserves the right to terminate this Agreement; and
- b. The DEPARTMENT will be responsible for maintaining compliance with federal, state, and local laws, rules, regulations, and ordinances pertaining to card payments and processing. The DEPARTMENT will indemnify the DISTRICT and its officers, directors, employees, and representatives against, and hold them harmless from: (1) any claims or allegations made or that arise from or relate to any such obligations, and (2) any litigation, arbitration, judgments, awards, settlements, damages, expenses, losses, attorneys' fees, and costs arising from or relating to any such claims or allegations.

In the event the DEPARTMENT desires to cease participating in WMIS or subsequent on-line permitting program, the DEPARTMENT will provide the DISTRICT with ninety (90) days prior written notice, after which this Agreement will terminate.

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

computer database containing contractor licensing information.

9. The DEPARTMENT will require permit applicants to submit the permit application form described in Paragraph 6 herein, or use the on-line WMIS or subsequent permitting application process. For applications submitted on the permit application form, the DEPARTMENT will enter the data into WMIS, or subsequent permitting program, on a daily basis and scan the application and any related permit documents into WMIS, or subsequent permitting program, on a daily basis. All document scanning required pursuant to this Agreement will be in accordance with Paragraph 16 of this Agreement and will comply with the document standards established by the DISTRICT.

10. The DEPARTMENT will require the submittal of Well Completion Reports as described in Paragraph 6 herein no later than thirty (30) days of completion of well construction. For Well Completion Reports submitted on paper, the DEPARTMENT will enter the data on a daily basis and scan the document into WMIS, or subsequent permitting program, on a daily basis.

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

12. In accordance with Chapters 40D-3, 62-555, and 64E-8, F.A.C., the DEPARTMENT will issue permits, conduct well site inspections and witness the grouting operations for public supply wells. The DEPARTMENT may grant a variance to this witnessing requirement if the conditions specified in subsection 40D-3.461(6), F.A.C., are met. The DEPARTMENT will fully complete for each such well a Well Grouting/Abandonment Form (see Paragraph 6 herein). The DEPARTMENT will scan the forms into WMIS, or subsequent permitting program, on a daily basis.

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

14. The DEPARTMENT will implement and maintain an effective compliance program, in cooperation with the DISTRICT, to ensure compliance with applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C. The compliance program will include but is not limited to investigation of all unpermitted and unlicensed activities, and monitoring of compliance with well construction standards and permit conditions. As part of the compliance program:

- a. The DEPARTMENT will carry out an inspection program, as described in

more detail in Paragraphs 11, 12, and 13 herein;

- b. The DEPARTMENT will report all unlicensed activities to the DISTRICT and will take appropriate enforcement action against the unlicensed individual;
- c. The DEPARTMENT will take enforcement action against licensed water well contractors as set forth in Chapter 62-531, F.A.C, and implemented by the Water Well Construction Disciplinary Guidelines and Citations Dictionary, July 2014 (or later version adopted by the District). Where appropriate, as described in the guidance documents, the DEPARTMENT will comply with the due process requirements of Chapter 120, F.S.;
- d. The DEPARTMENT will report enforcement actions to the DISTRICT within thirty (30) days of commencement of an enforcement action. The DISTRICT will report the appropriate information to the Statewide Clearinghouse, if applicable;
- e. The DISTRICT may conduct audits of the DEPARTMENT's compliance and enforcement programs, as the DISTRICT deems appropriate. The DISTRICT may direct the DEPARTMENT to take specified enforcement actions if the DISTRICT finds the DEPARTMENT has failed to do so where appropriate; and
- f. The DISTRICT will, upon request, provide technical support and assist with the resolution of significant technical and policy disputes that cannot otherwise be resolved despite good faith efforts by the DEPARTMENT and the contractor.

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

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

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

16. The DEPARTMENT will implement records management procedures that comply with the applicable provisions of Chapters 119, 257, 286, F.S., and the standards and requirements for records management set forth in Chapters 1B-24 and 1B-26, F.A.C. The DEPARTMENT will produce documents in ISO-compliant format into WMIS, or subsequent permitting program, on a daily basis:

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

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

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

19. The DEPARTMENT will have the authority to charge and retain well construction permit fees, in accordance with Sections 373.109 and 373.309, F.S, and at a minimum in accordance with Rule 40D-1.607, F.A.C. It is the intention of the parties that the DEPARTMENT will operate the program in an efficient and cost-effective manner. In the event any fees proposed to be assessed by the DEPARTMENT will exceed the fees currently charged by the DEPARTMENT as set forth in Appendix 2: Fee Schedule, attached hereto and incorporated herein, the DEPARTMENT must obtain the DISTRICT's concurrence. At the written request of the DISTRICT, the DEPARTMENT will prepare and provide to the District a program financial audit justifying the proposed fee or increase. Any new or increased fee must be adopted by the Marion County Board of County Commissioners.

20. The DEPARTMENT will permit the DISTRICT, upon request, to examine all project records relating to the subject matter of this Agreement, including the right to audit such related books, documents and papers during the Agreement period or following termination of this Agreement. The DEPARTMENT will maintain public records

associated with this Agreement for at least three years from their receipt or creation. This period will continue after the termination of this Agreement. The DEPARTMENT recognizes and agrees that it is subject to the Public Records provisions of Chapter 119, F.S., and that all public records, as defined by Chapter 119, F.S., made or received by the DEPARTMENT in conjunction with this Agreement are subject to said provisions.

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

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

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

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

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

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

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

26. The DEPARTMENT may not further delegate its authority under this Agreement.

27. Unless terminated by either the DISTRICT or the DEPARTMENT upon ninety (90) days prior written notice, this Agreement will continue in effect until May 31, 2026, and may be extended upon terms mutually acceptable to both parties.

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

Approved as to Legal Form and Content  
\_\_\_\_\_  
Attorney

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Kelly S. Rice, Chair

Attest: \_\_\_\_\_  
Rebecca Smith, Secretary

Filed this 25<sup>th</sup> of  
May, 2021.

\_\_\_\_\_  
Deputy Agency Clerk

(Seal)

THE FLORIDA DEPARTMENT OF HEALTH -  
MARION COUNTY

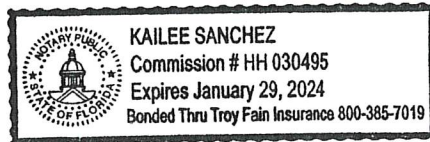
By: \_\_\_\_\_  
Mark Lander  
Administrator

Date: 5/28/21

ATTEST:

\_\_\_\_\_  
Kailee Sanchez

(Seal)





**Appendix 1**

<b>District Procedure</b>	
Southwest Florida Water Management District	
<b>Title: Payment Card Industry (PCI) Compliance</b>	
<b>Document Owner:</b>	Finance Bureau Chief
<b>Approved By:</b>	Brian Armstrong, P.G., Executive Director
	<b>Effective Date:</b> 10/22/2018
	<b>Last Review:</b> See Metadata

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**PURPOSE**

This procedure outlines the requirements for compliance to the Payment Card Industry Data Security Standards (PCI-DSS). It is designed to protect cardholder information of patrons that utilize a *Payment Card* to transact business with the Southwest Florida Water Management District's (District) or its delegated partners. Compliance with this procedure is a condition of the District, or its delegated partners, acceptance of *Payment Cards* from citizens and businesses in exchange for District Services.

The contents of this procedure are derived from the standards in the *PCI-DSS*, as established and revised by the *PCI Security Standards Council*. When appropriate, this procedure will be updated to reflect any changes in the *PCI-DSS* standards, as defined by the *PCI Security Standards Council*.

**SCOPE**

This procedure applies to all District employees, contractors, vendors, and other individuals that accept or have access to *Payment Card* transactions while performing District business.

This procedure also applies to all credit card data created, owned, stored, managed or under the control of the District, regardless of the media which contains the information, including but not limited to paper, microfilm, microfiche or any analog or digital format.

## **AUTHORITY**

The promulgation of this procedure is authorized by Governing Board Policy 190-2, Technology Assets and Executive Director Procedure 19-4, Data Security and Privacy.

## **DEFINITIONS**

**District's IT Service Provider(s).** The Individuals/organizations that are responsible for providing, operating and maintaining the District's primary computer systems, email systems, network services and internet connectivity, and business applications.

**Merchant Account.** A type of bank account that accepts payments by *Payment Cards*. A *Merchant Account* is coordinated through and established by the Finance Bureau in consultation with the District's bank.

**Payment Card.** A debit or credit card that is accepted as payment for goods, services, or other obligations owed.

**Payment Card Data.** Full magnetic strip or the *PAN*, Chip and/or Pin, including any of the following: (1) Cardholder Name, (2) Expiration Date, (3) card verification value (CVV) and (4) Service Code.

**Payment Card Industry (PCI) Compliance.** Adherence to a set of security and reporting standards developed to protect cardholder information during and after the processing of a *Payment Card* transaction.

**Payment Card Industry Data Security Standard (PCI-DSS).** A set of twelve (12) broad security requirements established by the PCI Security Standards Council. The District Bureaus that accept *Payment Card* transactions are required to meet *PCI-DSS* standards or risk losing the capability to accept *Payment Cards* for services.

**Payment Card Industry (PCI) Security Standards Council.** A consortium of major *Payment Card* providers that have established data security standards for merchants. The *PCI Security Standards Council* also defines credentials and qualifications for assessors.

The PCI requirements set by the *PCI Security Standards Council* do not allow for exceptions. Questions about *PCI Compliance* implementation, should be forwarded to the Finance Bureau.

**Primary Account Number (PAN) or Account Number.** The *Payment Card* number (credit or debit) that identifies the issuer and individual cardholder account.

**Self-Assessment Questionnaire (SAQ).** The *PCI Self-Assessment Questionnaire* is a validation tool primarily used by merchants to demonstrate compliance with the *PCI-DSS*.

**Payment Service Provider.** A PCI compliant third party that is used to process all *Payment Card* and E-Check payments on behalf of the District.

**Delegated County.** A political subdivision, agency, municipality, or other local government of the State of Florida, to whom the District has delegated specific authorities outlined in its respective delegation agreements.

**STANDARDS**

**Payment Card Industry Data Security Standard (PCI-DSS).** A set of twelve (12) broad security requirements established by the *PCI Security Standards Council*.

Control Objectives	PCI-DSS Requirements
Build and Maintain a Secure Network	1. Install and maintain a <u>firewall</u> configuration to protect cardholder data
	2. Do not use vendor-supplied defaults for system <u>passwords</u> and other security parameters
Protect Cardholder Data	3. Protect stored cardholder data
	4. Encrypt transmission of cardholder data across open, public networks
Maintain a Vulnerability Management Program	5. Protect all systems against malware and regularly update anti-virus software or programs
	6. Develop and maintain secure systems and applications
Implement Strong Access Control Measures	7. Restrict access to cardholder data by business need-to-know
	8. Identify and authenticate access to system components
	9. Restrict physical access to cardholder data
Regularly Monitor and Test Networks	10. Track and monitor all access to network resources and cardholder data
	11. Regularly test security systems and processes
Maintain an Information Security Policy	12. Maintain a policy that addresses information security

**PROCEDURE**

**1. Responsibilities.**

**a. Global District Responsibilities.**

- i. The District will use *Payment Service Providers* to encrypt, process and store *Payment Card Data*.
- ii. The District Bureaus are prohibited from storing any *Payment Card Data* in an electronic format on any District computer, server, or database and further are prohibited from electronically transmitting *Payment Card Data*. In addition, any *Payment Card Data* that is written down must be shredded immediately upon transaction completion.

- iii. Any *Payment Service Provider* working with the District to process *Payment Card Data* is subject this procedure.
- iv. Contractors, vendors, and *Delegated Counties* processing *Payment Card* transactions on behalf of the District are required to follow this procedure. The *District's IT Service Providers*, contractors, vendors, and *Delegated Counties* involved in the payment process must provide certification of their continued compliance with *PCI-DSS* annually to the District's Finance Bureau.
- v. The District Bureaus must request and obtain authorization to process *Payment Card* transactions from the Finance Bureau and Information Technology Bureau.
- vi. Each District Bureau Chief is responsible for ensuring its Bureau's compliance with this procedure.
- vii. The Finance and Information Technology Bureaus will be responsible for completing the required annual *Self-Assessment Questionnaire* (SAQ). Any recommended actions identified in this assessment or by the Information Technology Bureau must be implemented immediately by the Bureaus to ensure continued *PCI Compliance*.
- viii. Each District Bureau is responsible for ensuring its employees who process *Payment Card* transactions receive annual *PCI-DSS* compliance training provided by the Finance or Information Technology Bureau. The level and content of training will be appropriate to the job functions of the employee.
  1. Existing employees whose position is authorized to process *Payment Card* transactions, that are not current with this training and don't have a Payment Card Industry (PCI) Compliance Authorization Acknowledgement Form on file, shall not be allowed to process *Payment Card* transactions.
  2. New employees whose position is authorized to process *Payment Card* transactions must receive PCI compliance training and sign the Payment Card Industry (PCI) Compliance Authorization Acknowledgement Form prior to processing any *Payment Card* transactions.
- ix. Each District Bureau will provide its employees access to equipment and systems for processing *Payment Card* transactions based on job duties and not linked directly to the individual employee.
  1. When an authorized employee's job duties no longer require access to equipment or systems that process *Payment Card* transactions, access must be removed by the Finance and the Information Technology Bureau staff from the respective Microsoft Active Directory (AD) groups.
  2. The District Bureau Chiefs or their designee must, at a minimum, annually review their list of employees, contractors, or vendors that process *Payment Card*

transactions to ensure continued authorization is warranted and to update (add, delete or modify) the authorization list.

**b. District Employee, Contractor, and Vendor Responsibilities.**

- i. All employees, contractors, or vendors who process *Payment Card* transactions must comply with this procedure.
- ii. All employees, contractors, or vendors must only use District provided *Payment Card* equipment, systems and information. *Payment Card* equipment systems will only be used to take *Payment Card* information while physically connected to the District's secured internal Local Area Network (LAN).
- iii. Any individual authorized to process *Payment Card* transactions must complete the Payment Card Industry (PCI) Compliance Authorization Acknowledgement Form.
- iv. Violation of this procedure either by any employees, contractors, or vendors accessing or using *Payment Card Data* for reasons other than the intended purpose (identified herein) or beyond the scope of the individual's duties, may result in disciplinary action, up to and including termination of employment.
- v. In the case of contractors or vendors, violation of this procedure may be considered a breach of contract and may be referred to the appropriate agency for civil and/or criminal action, as applicable.
- vi. In the case of Delegated Counties, violation of this procedure may be considered a violation of the agreement, and may result in the termination of such agreement. The District will work with the Delegated County to attempt to remediate the violation(s), prior to the termination of the agreement.

**c. Information Technology Bureau Responsibilities.**

- i. Oversee enforcement, in partnership with the Finance Bureau, of this procedure and investigate any reported or potential violations of this procedure.
- ii. Lead investigations pertaining to suspected or actual *Payment Card* security breaches.
- iii. Control access, in partnership with the Finance Bureau, to protected information if employee fails to comply with this procedure.
- iv. Work in partnership with the Finance Bureau to create and maintain standard contract language specific to *PCI Compliance* requirements.
- v. Review the contract language annually to ensure it remains current.
- vi. Maintain daily operational security procedures consistent with the latest *PCI-DSS* standards, including administrative and technical procedures for each of the *PCI-DSS* standards.
- vii. Provide results of all required network scans with the appropriate remediation steps for any identified noncompliant results to the Finance Bureau.

- viii. Coordinate the annual review of this procedure in partnership with the Finance Bureau.
- ix. Work with the District Bureaus, in partnership with the Finance Bureau, to provide annual *PCI Compliance* training to employees and the *Payment Service Providers*.

**d. Finance Bureau Responsibilities.**

- i. Oversee enforcement, in partnership with the Information Technology Bureau, of this procedure and investigate any reported violations of the procedure.
- ii. Work in partnership with the Information Technology Bureau to create and maintain standard contract language specific to *PCI Compliance* requirements.
- iii. Review the contract language annually to ensure it remains current.
- iv. Keep a current list of *Payment Service Providers* utilized by the District for *Payment Card* processing.
- v. On an annual basis, work in partnership with the Information Technology Bureau, to collect documentation from *Payment Service Providers* that certifies that they are PCI compliant.
- vi. Work with the District's Bureaus to replace vendors that are not PCI compliant.
- vii. Serve as the primary contact for the District Bureaus with business operations questions about this procedure.
- viii. Working in partnership with the Information Technology Bureau, ensure that all solicitations involving services or hardware used to process *Payment Card* transactions include the requirement for the *Payment Service Provider* to maintain *PCI Compliance* while performing services for the District.
- ix. Work with Information Technology Bureau to verify all awarded solicitations include documentation acknowledging that the proposed service or hardware/software is PCI compliant.
- x. Ensure that standard *PCI Compliance* language is included in contracts and agreements with vendors and contractors that provide *Payment Card* services for the District.

- 2. Security of Payment Device Hardware.** The purpose of applying security to payment device hardware is to protect the District's inventory of *Payment Card* device hardware and to provide procedures to ensure compliance with *PCI-DSS* requirements to restrict physical access to hardware that processes *Payment Card Data*. The *PCI-DSS* requirements are to maintain an inventory of and periodically inspect *Payment Card* devices to guard against tampering and/or unauthorized device substitution.

This section pertains to all *Payment Card* device hardware in use throughout the District, regardless of the procurement method. This includes, but is not limited to, workstations/laptops and associated keyboard.

**a. Inventory of Payment Card Devices**

- i. The Information Technology Bureau is responsible for tracking *Payment Card* devices.
- ii. The Information Technology Bureau will maintain a current inventory of all hardware used to process payments. Inventory should track the equipment type and model number (e.g., Ingenico ICT250), S/N# which is a unique alphanumeric identifier on the bottom of the device), connectivity method (e.g. wireless, dial-up, IP/Ethernet), assigned District Bureau and user, District Office, and workstation.
- iii. Inventory logs are kept in the Information Technology Bureau.
- iv. Inventory logs are reviewed as part of the District's annual PCI audit.

**b. Security of Payment Card Devices**

- i. Each District Bureau will ensure none of its wireless *Payment Card* device (also covers mobile devices i.e. iPads, iPhones) is left unattended while performing District business. When the device is not in use, it must be stored in a secure location. USB devices such as magstripe readers shall be tethered to the assigned workstation and tagged by the Information Technology Bureau with tamper evident seals. Store all spare hardware in a secure location. The District Bureaus that use the *Payment Card* devices to conduct District business are responsible for providing the necessary secure storage locations.
- ii. Contact the Information Technology Bureau to have devices repaired, replaced, and/or securely disposed of.

**c. Inspection of Payment Card Devices**

- i. *Payment Card* device inspections will be completed by the District Bureau that has been issued the device to conduct District business. The Information Technology Bureau is responsible for addressing malfunctioning equipment, as well as investigating suspected equipment alterations. The District Bureaus must inform the Information Technology Bureau of any such instances.
- ii. The Bureau that has been issued the device to conduct District business will inspect all devices quarterly and track each device's inspection date, passed/failed inspection result, and resolution for failed devices.
- iii. Each District Bureau will validate electronic serial numbers with the serial number (S/N) printed on the terminal.
- iv. Each District Bureau will inspect devices for tampering:
  1. Damaged or altered tamper seals, wiring, or labels.
  2. Mismatched keypad keys.
  3. False keypad overlay.
  4. External wires, other than the USB/power cable installed into the device.

5. Missing screws or visible scratching around the screws that hold the pin pad case.
  6. Tinfoil or other metallic material or electronic device placed in the cards scanning area.
  7. Holes in the terminal or anything else unusual.
- v. If a device fails inspection, the Bureau immediately stop using it and notify the Information Technology Bureau.
  - vi. Each District Bureau will report devices that consistently do not work properly.
  - vii. Inspection logs are reviewed quarterly by the Information Technology Bureau, as part of the District's annual PCI audit.

#### **DISTRIBUTION**

This procedure will be posted in the District's document management system and the link emailed to Finance Bureau Staff, Information Technology Bureau Staff, specifically identified Regulation Staff (that will handle Payment Card Transactions).

#### **REFERENCES**

PCI Security Standards Council  
PnP Certification  
Governing Board Policy *Technology Assets*  
Executive Director Procedure *Data Security and Privacy*  
Technical Memorandum *PCI Authorization Acknowledgement Form*

#### **PERIODIC REVIEW**

This procedure will be reviewed annually by the Information Technology Bureau Chief and the Finance Bureau Chief or their designee(s).



**Appendix 2: Fee Schedule\***

<b>Service Description</b>	<b>State Fee</b>	<b>County Fee</b>	<b>Total Fee</b>
<b>DRINKING WATER</b>			
Limited Use Public Water System Construction Permit	\$90.00		\$90.00
Application for Limited Use Public Water System Operation	\$90.00		\$90.00
Multi-Family Water System Construction Permit	\$75.00		\$75.00
Microbiological Sample Collection (trip charge not incl. analysis)	\$50.00		\$50.00
Chemical Sample Collection (trip charge not incl. analysis)	\$60.00		\$60.00
Combined Microbiological and Chemical Collection (not Incl. analysis)	\$70.00		\$70.00
Laboratory Analysis Fee - Bacteriological		\$15.00	\$15.00
Laboratory Analysis Fee - Chemical each		\$22.00	\$22.00
Reinspection of Multi-family Water System	\$40.00	\$10.00	\$50.00
Reinspection of Limited Use Public Water System	\$40.00	\$10.00	\$50.00
Delineated Area Clearance Fee	\$50.00		\$50.00
Limited Use Commercial Public Water System registration	\$15.00		\$15.00
Family Day Care Establishment, Annual Permit Fee	\$30.00		\$30.00
• Penalty Fee for late/missed submission of quarterly water sample		\$50.00	\$50.00
<b>Sewage Treatment Plant Certification Program</b>			
Annual Certification Fee		\$150.00	\$150.00
<b>Well Construction Program-Delegated from WMDs</b>			
Public Wells		\$200.00	\$200.00
Private Wells		\$100.00	\$100.00
Irrigation / Monitoring Wells		\$75.00	\$75.00
Abandonment Permit		\$50.00	\$50.00
<b>Group Care / Sanitation Inspection</b>			
Inspection Fee		\$50.00	\$50.00
<b>Late Permit fees</b>			
All Permitted Facilities	varies	\$50.00	\$50.00 plus applicable state fee
<b>Reinspection Fees</b>			
All Permitted Facilities	varies	\$50.00	\$50.00 plus applicable state fee