

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

THIS AGREEMENT is made by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as the "DISTRICT," and MANATEE COUNTY, hereinafter referred to as "MANATEE," effective June 1, 2026.

INTRODUCTION AND INTENT

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

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

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

WHEREAS, the DISTRICT and MANATEE have entered into agreements, effective since April 5, 1978, which have delegated to MANATEE the authority to administer and enforce rules and regulations governing water wells and water well contractors as set forth in Part III, Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532 and 62-555, F.A.C.; and

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

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

1. This Agreement shall take effect on June 1, 2026. MANATEE will continue

to review and evaluate well construction permit applications and issue or deny permits for the construction, repair, modification, or abandonment of water wells in Manatee County, with the following exceptions:

- a. permits issued in accordance with Chapter 62-524, F.A.C.; 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. MANATEE 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 Florida Department of Environmental Protection (FDEP), and FDEP 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 FDEP permission; however, FDEP Form 62-528.900(9) needs to be attached to the permit.

3. MANATEE will review and evaluate permit applications as described in paragraphs 1 and 2 herein based solely upon the applicable provisions of Chapter 373, F.S., and 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 MANATEE with a copy of permits issued by the DISTRICT for informational purposes, if requested.

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

6. MANATEE 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. MANATEE will use any revised or additional well construction-related forms that hereafter may be adopted by the DISTRICT.

7. MANATEE shall be responsible for providing any permit data, guidance, or

well construction information related to the construction, repair, modification, and abandonment of water wells, for which MANATEE has delegated authority under this Agreement, when requested by the public, state, or local agencies.

8. MANATEE 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. MANATEE will use the DISTRICT's fee payment vendor unless otherwise approved by the DISTRICT in writing, and MANATEE 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. MANATEE will notify the DISTRICT in writing within thirty (30) days regarding any change in MANATEE's Payment Card procedures affecting compliance with the PCI-DSS, after which the DISTRICT reserves the right to terminate this Agreement; and
- b. MANATEE will be responsible for maintaining compliance with federal, state, and local laws, rules, regulations, and ordinances pertaining to card payments and processing. MANATEE 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 MANATEE desires to cease participating in WMIS or subsequent on-line permitting program, MANATEE will provide the DISTRICT with ninety (90) days prior written notice, after which this Agreement will terminate.

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

10. MANATEE 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, MANATEE 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, within five business days. All document scanning required pursuant to this Agreement will be in accordance with Paragraph 17 of this Agreement and will comply with the document standards established by the DISTRICT.

11. For Well Completion Reports submitted on paper, MANATEE will enter the data and scan the document into WMIS, or subsequent permitting program, within five business days.

12. MANATEE will witness the grouting operations on all wells that are abandoned in accordance with Section 40D-3.531, F.A.C. MANATEE may waive this requirement if the conditions of Rule 40D-3.531(4), F.A.C., have been satisfied. MANATEE will fully complete for each such well a Well Grouting/Abandonment Form (see Paragraph 6 herein). MANATEE will scan the completed forms into WMIS, or subsequent permitting program, within five business days.

13. In accordance with Chapters 40D-3, 62-555, and 64E-8, F.A.C., MANATEE will issue permits, conduct well site inspections and witness the grouting operations for public supply wells. MANATEE may waive this witnessing requirement if the conditions specified in Rule 40D-3.461(6), F.A.C., are met. MANATEE will fully complete for each such well a Well Grouting/Abandonment Form (see Paragraph 6 herein). MANATEE will scan the forms into WMIS, or subsequent permitting program, within five business days.

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

15. MANATEE 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 the investigation of all unpermitted and unlicensed activities, and monitoring of compliance with well construction standards and permit conditions. As part of the compliance program:

- a. MANATEE will carry out an inspection program, as described in more detail in Paragraphs 12, 13, and 14 herein;
- b. MANATEE will report all unlicensed activities to the DISTRICT and will take appropriate enforcement action against the unlicensed individual or company;
- c. MANATEE will take enforcement action against licensed water well contractors as set forth in Chapter 62-531, F.A.C, and implemented by the Water Well Construction Disciplinary Guidelines and Citations Dictionary, June 2014 (or later version adopted by the District). Where appropriate, as described in the guidance documents, MANATEE will comply with the due process requirements of Chapter 120, F.S.;

- d. MANATEE will report enforcement actions to the DISTRICT 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 MANATEE's compliance and enforcement programs, as the DISTRICT deems appropriate. The DISTRICT may direct MANATEE to take specified enforcement actions if the DISTRICT finds MANATEE has failed to do so where appropriate; 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 MANATEE and the contractor.

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

16. MANATEE 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; and
- c. Clerical – at least one person responsible for coordinating the submittal of documents and reports to the DISTRICT, document scanning and records management.

17. MANATEE will implement records management procedures that comply with the applicable provisions of Chapters 119, 257, 286, F.S., and the standards and requirements for records management set forth in Chapters 1B-24 and 1B-26, F.A.C. MANATEE will 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.

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

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

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

21. MANATEE 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. MANATEE will maintain public records associated with this Agreement for at least three (3) years from their receipt or creation. This period will continue after the termination of this Agreement. MANATEE recognizes and agrees that it is subject to the Public Records provisions of Chapter 119, F.S., and that all public records, as defined by Chapter 119, F.S., made or received by MANATEE in conjunction with this Agreement are subject to said provisions.

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

- a. a comparison of well construction permits issued versus well completion reports received during the previous year;

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

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

23. 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.

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

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

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

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

28. Unless terminated by either the DISTRICT or MANATEE upon ninety (90) days prior written notice, this Agreement will continue in effect until May 31, 2031, and may be extended upon terms mutually acceptable to both parties.

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

[Signature page to follow.]

Approved as to Legal Form and Content

Attorney

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: _____

John Mitten, Chair

Attest: Ashley Bill Barnett

Ashley Bill Barnett, Secretary

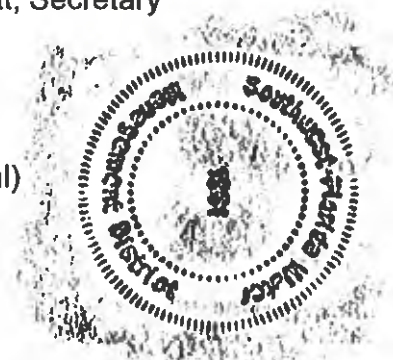
Filed this 24 of

February, 2026.

[Signature]

Deputy Agency Clerk

(Seal)



MANATEE COUNTY, a political subdivision of
the State of Florida

By: Board of County Commissioners

By: JHL

Title: Chairman

Date: May 19, 2020

Approved as to Legal Form and Content

Attorney

ATTEST:

By: [Signature]

Deputy Clerk

(Seal)

Appendix 1

EXECUTIVE DIRECTOR PROCEDURE	
Southwest Florida Water Management District	
Title: Payment Card Industry (PCI) Compliance	
Document Owner:	Finance Bureau Chief
Approved By:	Executive Director
	Effective Date: 09/14/2021
	Supersedes: 10/22/2018

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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, applicable IT service providers, contractors, vendors, delegated counties, 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.

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AUTHORITY

The promulgation of this procedure is authorized by Governing Board Policy Technology Assets and Executive Director Procedure Data Security and Privacy.

DEFINITIONS

District's IT Service Provider(s). The individuals/organizations that are responsible for providing, operating, and maintaining systems or processes relating to the District accepting credit card payments.

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 Primary Account Number, 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 assessor. 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.

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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, contractor, vendor, or delegated county* working with the District to process *Payment Card Data* is legally obligated to maintain compliance with the twelve (12) security requirements established by the *PCI Security Standards Council*.
- iv) Payment service providers, contractors, and vendors excluding delegated counties, involved in the payment process must provide certification of their continued compliance with *PCI-DSS* annually to the District's Finance Bureau. Delegated counties are legally obligated to follow the 12 requirements of the *PCI-DSS*.
- v) The District Bureaus must request and obtain authorization to process *Payment Card* transactions from the Finance Bureau and Information Technology Bureau.

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- 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 do not 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 or the Bureau that they work for. For example, just because you work for Finance does not mean you have access to equipment or systems related to payment card transactions.
 - (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, vendors, or delegated counties that process *Payment Card* transactions to ensure continued authorization is warranted and to update (add, delete, or modify) the authorization list.
- b) District Employees, Contractors, Vendors, or Delegated Counties Responsibilities.
 - i) All employees, contractors, vendors, or delegated counties who process *Payment Card* transactions must comply with this procedure.
 - ii) All District employees 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 District employee authorized to process *Payment Card* transactions must complete the Payment Card Industry (PCI) Compliance Authorization Acknowledgement Form.
 - iv) Violation of this procedure by any District employee, 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 is a breach of contract and subject to civil and/or criminal action, as applicable.

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- vi) In the case of Delegated Counties, violation of this procedure is a violation of the delegation agreement and may result in the termination of such agreement. The District will work with the Delegated County to attempt to correct 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) Maintain daily and quarterly operational security procedures consistent with the latest *PCI-DSS* standards, including administrative and technical procedures for each of the *PCI-DSS* standards.
 - vi) Provide results of all required network scans with the appropriate remediation steps for any identified noncompliant results to the Finance Bureau.
 - vii) Coordinate the annual review of this procedure in partnership with the Finance Bureau.
 - viii) Work with the District Bureaus, in partnership with the Finance Bureau, to provide annual *PCI Compliance* training to employees.

- 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

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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.

- 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, District user, and District Office. Payment cards devices can include, but are not limited to, workstations, mobile devices, and peripherals.
 - iii) Inventory logs are kept in the Information Technology Bureau.
 - iv) Inventory logs are reviewed as part of the District's annual physical IT inventory.

- b) Security of Payment Card Devices
 - i) Each District Bureau will ensure none of its wireless *Payment Card* devices (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 daily and track each device's inspection date, passed/failed inspection result, and resolution for failed devices.
 - iii) Each District Bureau will validate SWF numbers 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.

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- (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 will immediately stop using it and notify the Information Technology Bureau.
- vi) Each District Bureau will report devices that consistently do not work properly.
- vii) Quarterly inspection logs are reviewed by the Information Technology Bureau, as part of the District's annual PCI audit.

DISTRIBUTION

This procedure will be stored in the Governing Documents Repository. It will also be posted in the District's document management system and the link emailed to Finance Bureau Staff, Information Technology Bureau Staff, the General Counsel, 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*

REVIEW PERIOD

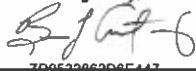
This procedure will be reviewed annually by the Information Technology Bureau Chief and the Finance Bureau Chief or their designee(s).

EXECUTIVE DIRECTOR PROCEDURE
Title: Payment Card Industry (PCI) Compliance
Effective Date: 09/14/2021
Page 8 of 8

DOCUMENT DETAILS

Document Name	Payment Card Industry (PCI) Compliance
Formerly Known As	N/A
Document Type	Procedure
Author(s)	Finance Bureau Chief, Accounting Manager, Information Technology Bureau (ITB) Chief, ITB Cybersecurity Architect, ITB Applications Systems Manager
Reviewing Stakeholder(s)	Office of General Counsel, Senior Staff, and Executive Staff
Document Owner Name	Melisa Lowe
Document Owner Title	Finance Bureau Chief
Review Period (in days)	365
Span of Control	District
Supersedes Date	10/22/2018
Effective Date	09/14/2021

APPROVAL

DocuSigned by:


7D953286206E447

Brian Armstrong, P.G.
Executive Director

09/14/2021

Date

Certificate Of Completion

Envelope Id: F2A3CF0AA6964A8CBD3F794313E5A6DE	Status: Completed
Subject: Please DocuSign: PaymentCardIndustry(PCI)Compliance.docx	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Shellie Ferreira-Lee
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2379 Broad Street
	Brooksville, FL 34604
	Shellie.Ferreira@swfwmd.state.fl.us
	IP Address: 204.76.240.236

Record Tracking

Status: Original	Holder: Shellie Ferreira-Lee	Location: DocuSign
9/9/2021 11:55:32 AM	Shellie.Ferreira@swfwmd.state.fl.us	

Signer Events

Brian Armstrong
 brian.armstrong@swfwmd.state.fl.us
 Executive Director
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 7D932862D8E447
 Signature Adoption: Drawn on Device
 Using IP Address: 174.211.104.3
 Signed using mobile

Timestamp

Sent: 9/9/2021 11:59:12 AM
 Viewed: 9/9/2021 12:09:02 PM
 Signed: 9/14/2021 10:24:46 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/9/2021 12:09:02 PM
 ID: 520457ae-07cd-49e9-bf47-6e336abd523d

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Virginia Singer
 Virginia.Singer@swfwmd.state.fl.us
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 9/14/2021 10:24:47 AM
 Viewed: 9/14/2021 10:32:52 AM

Melisa Lowe
 melisa.lowe@swfwmd.state.fl.us
 Finance Bureau Chief
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 9/14/2021 10:24:47 AM

Michael Attard
 michael.attard@swfwmd.state.fl.us
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:

COPIED

Sent: 9/14/2021 10:24:48 AM

Carbon Copy Events	Status	Timestamp
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Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/9/2021 11:59:12 AM
Certified Delivered	Security Checked	9/9/2021 12:09:02 PM
Signing Complete	Security Checked	9/14/2021 10:24:46 AM
Completed	Security Checked	9/14/2021 10:24:48 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

Your Consent to Use Electronic Records and Signatures

From time to time, the Southwest Florida Water Management District ("District") may provide you with certain agreements. The federal E-SIGN Act and the Florida Uniform Electronic Transaction Act, Chapter 668, Florida Statutes, allow the District to provide you these agreements electronically and the use of electronic signatures with your consent. Described below are the terms and conditions for providing you such agreements electronically as well as for the use of electronic signatures. This consent relates to your agreement with the District and any associated electronic signatures. If you consent to receive your agreement electronically and to use electronic signatures, you must keep your email address up to date by notifying ESignQuestions at ESignQuestions@swfwmd.state.fl.us of any changes to your contact information.

Please read the information below thoroughly and, if you can access this information electronically to your satisfaction, please confirm your acceptance and understanding that your electronic signature executed in conjunction with the electronic submission of your agreement shall be legally binding and such transaction shall be considered authorized by you by clicking the "I consent to use Electronic Records and Signatures" box located on the previous page. If you do not agree to use electronic signatures, click the link under "Other Options" to print and sign the agreement.

Right to Have Records Provided on Paper

At any time, you may request from the District paper copies of any of your agreements at no cost to you. You may request delivery of paper copies by contacting ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Additionally, following your signing session, you will have the ability to download and print your agreement through the DocuSign, Inc. ("DocuSign") system. You will receive an email with a link to access your agreement within the DocuSign system.

Right to Withdraw Your Consent to Receive Electronic Records; Consequences

If you agree to receive your agreement electronically and use electronic signatures, you have the right to withdraw your consent at any time and at no cost to you. You must inform the District of your decision by ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Please include your contact information and the agreement number you are declining to sign electronically in your withdrawal notice. If you elect to receive your agreement only in paper format, or refuse to sign electronically, it may slow down the speed at which you receive documents or information.

Hardware and Software Minimum Requirements

To access and retain your agreement, you will need the following:

Operating Systems:	Windows 2000 or Windows XP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla Firefox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enable Security Settings:	Allow per session cookies Users accessing internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

These minimum requirements are subject to change. If these requirements change such that you may not be able to access or retain the electronic records, we will provide you with an email message at the email address we have on file for you, providing you with the revised hardware and software requirements. At that time, you will have the right to withdraw your consent to receive documents electronically.

Appendix 2

**PARKS AND NATURAL RESOURCES DEPARTMENT
WATER WELL PERMITTING FEE SCHEDULE**

<u>PUBLIC SUPPLY WELL</u>	\$500
<u>WELL ABANDONMENT</u>	\$75
<u>ALL OTHERS</u>	\$265 (see footnote 1)

FOOTNOTE:

- 1 "All others" includes, but is not limited to: irrigation wells; industrial wells; livestock wells; well repair and modification; test holes; exploratory/monitoring wells; A/C – return and discharge wells; recovery wells; and sealed water wells.



Approved in Open Session 5/19/26
Manatee County
Board of County Commissioners

May 19, 2026 - Regular Meeting

Subject

Execution of the Water Well Construction Permitting Agreement with the Southwest Florida Water Management District for the administration and enforcement of rules and regulations governing water wells permitting and water well contractors within the geographical jurisdiction of Manatee County, Alissa Powers, Environmental Protection Division Manager, and Paul Panik, Program Manager – Countywide

Category

REGULAR

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Alissa Powers, Environmental Protection Division Manager, Natural Resources Department, Extension 1892

Paul Panik, Program Manager, Natural Resources Department, Extension 1872

Action Requested

Authorization for the Chairperson to execute the Water Well Construction Permitting Agreement between the Southwest Florida Water Management District and Manatee County.

Enabling/Regulating Authority

Sections 373.308 and 373.309, Florida Statutes

Chapters 40D-3, 62-524, 62-528, 62-531, and 62-555, Florida Administrative Code (applicable portions within)

Chapter 120.01, F.S. - Powers and Duties of County Commissions

Applicable Advisory Board

N/A

Background Discussion

Manatee County has maintained delegated authority to administer and enforce regulations governing water wells and water well contractors since April 1978, When the Southwest Florida Water Management District (District) first authorized delegation. This longstanding arrangement allows the County to provide consistent regulatory oversight while protecting public health, safety, and welfare.

See attached Agenda Update Memo 5.12.26

The proposed agreement continues this delegation of authority for an additional five-year term and reflects primarily administrative updates. These updates include a reviewed Water Well Construction Permitting Fee Schedule, which is provided concurrently, to ensure the program remains efficient and cost-effective.

Execution of this agreement is necessary for Manatee County to retain its delegated authority and continue local administration and enforcement of water well permitting and enforcement activities. Without approval, regulatory responsibilities would revert to the District, greatly limiting local oversight and responsiveness.

Attorney Review

~~RLS Submitted for Review (Opinion Memo Pending)~~ Formal Written Review (Opinion memo must be attached) Monahan

Instructions to Board Records

Please ensure that the Chairperson signs page 8 of the agreement.

Please provide a copy of the approved agenda item with signed agreement to Sally Dillard (Sally.Dillard@mymanatee.org) and Paul Panik (Paul.Panik@mymanatee.org)

Distributed 5/20/26, RT

Cost and Funds Source Account Number and Name

001.0003102

Amount and Frequency of Recurring Costs

N/A



May 19, 2026 - Regular Meeting

Subject

Updates to Agenda - May 12, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 5/12/26) for the meeting of May 19, 2026:

GENERIC PUBLIC COMMENTS

- This agenda item was updated with additional generic comments.

CONSENT AGENDA

Attorney

Item 6, Fifth Amendment to Employment Contract with County Administrator

- This agenda item was updated with a public comment.

Public Safety

Item 26, Authorization to Issue Letter of Non-Opposition for the SUNSKY 10K Temporary Closure of the Sunshine Skyway Bridge, Jodie Fiske, Public Safety Director - Countywide

- This agenda item was updated with an attachment titled, "Request for Letter of Non-Opposition."

ADVERTISED PUBLIC HEARINGS - LEGISLATIVE

Presentations Upon Request

Item 31, Adoption of Resolution R-26-056, revising the Water Well Construction Permitting Program Schedule of Fees for the administration and enforcement of rules and regulations governing water well permitting and water well contractors within Manatee County, including the addition of a fee for processing Water Well Abandonment Permits, Alissa Powers, Environmental Protection Division Manager - Countywide

- This agenda item was updated to include two Request for Legal Services responses, finalized Resolution R-26-056, and revisions to the Attorney Review Section shown in strikethrough/underline format.

REGULAR

Natural Resources

Item 34, Execution of the Water Well Construction Permitting Agreement with the Southwest Florida Water Management District for the administration and enforcement of rules and regulations governing water wells permitting and water well contractors within the geographical jurisdiction of Manatee County, Alissa Powers, Environmental Protection Division Manager, and Paul Panik, Program Manager – Countywide

- This agenda item was updated to include the Request for Legal Services response and revisions to the Attorney Review Section in strikethrough/underline format.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

OFFICE OF THE COUNTY ATTORNEY



COUNTY ATTORNEY

Pamela J. D'Agostino

DEPUTY COUNTY ATTORNEY

Christopher M. De Carlo

CHIEF ASSISTANT COUNTY ATTORNEY

Sarah A. Schenk*

ASSISTANT COUNTY ATTORNEYS

Douglas E. Polk

Camilo A. Soto

Whitni M. Hodges

Deanne C. Fields

Katherine H. Welch

Rebecca E. Waterman

Angelina L. Stratton

Jared M. Monahan

Kristina H. Snyderman

MEMORANDUM

DATE: May 11, 2026

TO: Charlie Hunsicker, Director, Natural Resources Department

THROUGH: Pamela J. D'Agostino, County Attorney *Approved by PJD 05/11/2026*

FROM: Jared M. Monahan, Assistant County Attorney *Approved by JMM 05/11/2026*

RE: **Well Permitting Program Agreement with Southwest Florida Water Management District; RLS No. 25/26-0115**

Issue Presented:

In this Request for Legal Services (RLS), you have asked the County Attorney's Office (CAO) to review two sections related to enforcement provisions for property owners and fee adjustment language of the proposed Well Construction Permitting Agreement between the Southwest Florida Water Management District (SWFWMD) and Manatee County (County). On March 6, 2026, staff provided the final version of the Well Construction Permitting Agreement proposed by the District (Agreement).

Brief Answer:

The Agreement delegates to the County the authority to regulate the permitting and construction of water wells within Manatee County. It further delegates the authority to administer and enforce rules and regulations governing water wells and water well

*Florida Bar Board Certified in City, County and Local Government Law

contractors as well as property owners. Finally, a review of the fee adjustment language in the Agreement indicates the issues raised RLS 24/25-0549, have been resolved, and as such does not need to be addressed further.

Discussion:

The Agreement indicates in the sixth “WHEREAS” paragraph, that it is the continued intent of SWFWMD to regulate water wells and water well contractors in Manatee County through delegation to the County of the District’s authority to implement Part III of Chapter 373, Florida Statutes, and applicable portions of 40D-3, 62-528, 62-631, 62-532, and 62-555 of the Florida Administrative Code (F.A.C.).

Section 373.309, Florida Statutes, allows the Department to adopt and enforce rules governing the location, construction, repair, and abandonment of water wells, as well as delegate, by interagency agreement adopted pursuant to Section 373.046, to water management districts, or to any other political subdivision, such as the County, any of its authority under this part in the administration of the rules adopted hereunder.

The Department has delegated its authority to administer and enforce rules and regulations governing water wells and water well contractors to SWFWMD and they have delegated that authority to the County.

Per the Agreement the County is to review and evaluate well construction permit applications and issue or deny permits for the construction, repair, modification, or abandonment of water wells in Manatee County. Only a licensed contractor may perform the construction repair, modification, or abandonment of water wells. Pursuant to Section 373.336, Florida Statutes, it is unlawful for any person to:

- a. Practice water well contracting without an active license.
- b. Construct, repair, or abandon a water well, or operate drilling equipment for such purpose, unless employed by or under the supervision of a licensed water well contractor or exempt under s. 373.326.
- c. Give false or forged evidence to obtain a license.
- d. Present as his or her own the license of another.
- e. Use or attempt to use a license to practice water well contracting which license has been suspended, revoked, or placed on inactive status.

- f. Engage in willful or repeated violation of this part or of any department rule or regulation or water management district or state agency rule or regulation relating to water wells which endangers the public health, safety, and welfare.

Paragraph 15 requires the County to maintain an effective compliance program which includes but is not limited to the investigation of all unpermitted and unlicensed activities, as well as monitoring compliance with well construction standards and permit conditions. More specifically, Section (b) requires the County to report all unlicensed activities to the District and to take appropriate enforcement action against the unlicensed individual or company. Section (c) specifically enumerates a requirement to take enforcement action against licensed water well contractors when they violate the rules and regulations. As such, Paragraph 15 would apply to a homeowner or unlicensed contractor who constructed, repaired, modified, or abandoned a water well, as well as a licensed contractor who violated the rules and regulations governing water wells and water well contractors.

Conclusion:

The County has the authority to enforce the rules and regulations governing water wells and water well contractors whether the person(s) who is constructing, repairing, modifying, or abandoning water wells, is the homeowner who is unlicensed is doing the work, the work is being done without a permit, or a licensed water well contractor has violated the rules and regulations governing water wells. Finally, the suggested changes to the County's request to adjust the well program fees found in RLS 24/25-0549 have been accepted and implemented by the District per the Agreement. No further review as to the fee schedule is required.

This completes my response to your RLS. Please contact me if you have any questions or if I can be of further assistance.

Copies to:

Bryan Parnell, Deputy County Administrator, County Administration
Paul Panik, Environmental Program Manager, Natural Resources Department
Alissa Powers, Environmental Protection Division Manager, Natural Resources
Department

From: [Pamela D'Agostino](#)
To: [Robin Toth](#)
Cc: [Patricia Nolan](#); [Michael Gallen](#)
Subject: RE: BCC Mtg 5/19/26: Item 34, Well Construction Permitting Agreement w/SWFWMD
Date: Wednesday, May 20, 2026 9:47:40 AM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)

[NOTICE: This message originated outside of Manatee County Clerk's Office -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Good Morning Robin:

Thanks for reaching out, but I will not be signing this agreement.

Sincerely,

Pamela J. D'Agostino
County Attorney
Manatee County Government
Office of the County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
pamela.dagostino@mymanatee.org
Phone: 941-745-3750
Fax: 941-749-3089



From: Robin Toth <robin.toth@ManateeClerk.com>
Sent: Wednesday, May 20, 2026 9:28 AM
To: Pamela D'Agostino <pamela.dagostino@mymanatee.org>
Cc: Patricia Nolan <Patricia.nolan@mymanatee.org>
Subject: BCC Mtg 5/19/26: Item 34, Well Construction Permitting Agreement w/SWFWMD

CAUTION: This email originated from an external source.
Be suspicious of Attachments, Links and Request for Login Information and utilize the REPORT MESSAGE Button in Outlook if you feel this is a Phishing email.

Good Morning Pam,

Below on Page 8 of 8 of the Well Construction Permitting Agreement, there is the following box next to the BCC Chairman signature block, for Attorney to sign "Approved as to Legal Form and Content". Let me know if you are to sign in this signature box, and I will bring the document to your office.

Approved as to Legal Form and Content

Attorney

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

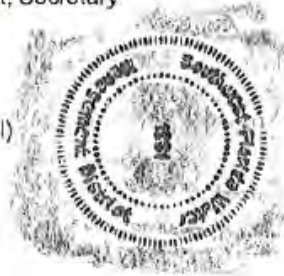
By: _____
John Mitten, Chair

Attest: Ashley Bell Barnett
Ashley Bell Barnett, Secretary

Filed this 24 of
February, 2026.

[Signature]
Deputy Agency Clerk

(Seal)



Approved as to Legal Form and Content

Attorney

MANATEE COUNTY, a political subdivision of
the State of Florida

By: Board of County Commissioners

By: _____

Title: _____

Date: _____

ATTEST:

...

Thank you,

Robin Toth

Deputy Clerk, Board Records Department



For Angelina "Angel" Colonnese
Manatee Clerk of the Circuit Court & Comptroller
(941) 749-1800 Ext. 4179
1115 Manatee Ave W, Bradenton, FL 34205
www.ManateeClerk.com

To Protect the Public Trust through Integrity and Transparency

Under Florida law, e-mail addresses and all correspondence sent to this email address are public records and may be subject to disclosure. If you do not want your e-mail address or correspondence released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



May 19, 2026 - Regular Meeting

Subject

Execution of the Water Well Construction Permitting Agreement with the Southwest Florida Water Management District for the administration and enforcement of rules and regulations governing water wells permitting and water well contractors within the geographical jurisdiction of Manatee County, Alissa Powers, Environmental Protection Division Manager, and Paul Panik, Program Manager – Countywide

Category

REGULAR

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Alissa Powers, Environmental Protection Division Manager, Natural Resources Department, Extension 1892

Paul Panik, Program Manager, Natural Resources Department, Extension 1872

Action Requested

Authorization for the Chairperson to execute the Water Well Construction Permitting Agreement between the Southwest Florida Water Management District and Manatee County.

Enabling/Regulating Authority

Sections 373.308 and 373.309, Florida Statutes

Chapters 40D-3, 62-524, 62-528, 62-531, and 62-555, Florida Administrative Code (applicable portions within)

Chapter 120.01, F.S. - Powers and Duties of County Commissions

Applicable Advisory Board

N/A

Background Discussion

Manatee County has maintained delegated authority to administer and enforce regulations governing water wells and water well contractors since April 1978, When the Southwest Florida Water Management District (District) first authorized delegation. This longstanding arrangement allows the County to provide consistent regulatory oversight while protecting public health, safety, and welfare.

The proposed agreement continues this delegation of authority for an additional five-year term and reflects primarily administrative updates. These updates include a reviewed Water Well Construction Permitting Fee Schedule, which is provided concurrently, to ensure the program remains efficient and cost-effective.

Execution of this agreement is necessary for Manatee County to retain its delegated authority and continue local administration and enforcement of water well permitting and enforcement activities. Without approval, regulatory responsibilities would revert to the District, greatly limiting local oversight and responsiveness.

Attorney Review

RLS Submitted for Review (Opinion Memo Pending)

Instructions to Board Records

Please ensure that the Chairperson signs page 8 of the agreement

Please provide a copy of the approved agenda item with signed agreement to Sally Dillard (Sally.Dillard@mymanatee.org) and Paul Panik (Paul.Panik@mymanatee.org)

Cost and Funds Source Account Number and Name

001.0003102

Amount and Frequency of Recurring Costs

N/A

REVISED/REPLACED

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

THIS AGREEMENT is made by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as the "DISTRICT," and MANATEE COUNTY, hereinafter referred to as "MANATEE," effective June 1, 2026.

INTRODUCTION AND INTENT

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

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

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

WHEREAS, the DISTRICT and MANATEE have entered into agreements, effective since April 5, 1978, which have delegated to MANATEE the authority to administer and enforce rules and regulations governing water wells and water well contractors as set forth in Part III, Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532 and 62-555, F.A.C.; and

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

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

1. This Agreement shall take effect on June 1, 2026. MANATEE will continue

to review and evaluate well construction permit applications and issue or deny permits for the construction, repair, modification, or abandonment of water wells in Manatee County, with the following exceptions:

- a. permits issued in accordance with Chapter 62-524, F.A.C.; 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. MANATEE 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 Florida Department of Environmental Protection (FDEP), and FDEP 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 FDEP permission; however, FDEP Form 62-528.900(9) needs to be attached to the permit.

3. MANATEE will review and evaluate permit applications as described in paragraphs 1 and 2 herein based solely upon the applicable provisions of Chapter 373, F.S., and 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 MANATEE with a copy of permits issued by the DISTRICT for informational purposes, if requested.

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

6. MANATEE 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. MANATEE will use any revised or additional well construction-related forms that hereafter may be adopted by the DISTRICT.

7. MANATEE shall be responsible for providing any permit data, guidance, or

well construction information related to the construction, repair, modification, and abandonment of water wells, for which MANATEE has delegated authority under this Agreement, when requested by the public, state, or local agencies.

8. MANATEE 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. MANATEE will use the DISTRICT's fee payment vendor unless otherwise approved by the DISTRICT in writing, and MANATEE 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. MANATEE will notify the DISTRICT in writing within thirty (30) days regarding any change in MANATEE's Payment Card procedures affecting compliance with the PCI-DSS, after which the DISTRICT reserves the right to terminate this Agreement; and
- b. MANATEE will be responsible for maintaining compliance with federal, state, and local laws, rules, regulations, and ordinances pertaining to card payments and processing. MANATEE 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 MANATEE desires to cease participating in WMIS or subsequent on-line permitting program, MANATEE will provide the DISTRICT with ninety (90) days prior written notice, after which this Agreement will terminate.

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

10. MANATEE 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, MANATEE 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, within five business days. All document scanning required pursuant to this Agreement will be in accordance with Paragraph 17 of this Agreement and will comply with the document standards established by the DISTRICT.

11. For Well Completion Reports submitted on paper, MANATEE will enter the data and scan the document into WMIS, or subsequent permitting program, within five business days.

12. MANATEE will witness the grouting operations on all wells that are abandoned in accordance with Section 40D-3.531, F.A.C. MANATEE may waive this requirement if the conditions of Rule 40D-3.531(4), F.A.C., have been satisfied. MANATEE will fully complete for each such well a Well Grouting/Abandonment Form (see Paragraph 6 herein). MANATEE will scan the completed forms into WMIS, or subsequent permitting program, within five business days.

13. In accordance with Chapters 40D-3, 62-555, and 64E-8, F.A.C., MANATEE will issue permits, conduct well site inspections and witness the grouting operations for public supply wells. MANATEE may waive this witnessing requirement if the conditions specified in Rule 40D-3.461(6), F.A.C., are met. MANATEE will fully complete for each such well a Well Grouting/Abandonment Form (see Paragraph 6 herein). MANATEE will scan the forms into WMIS, or subsequent permitting program, within five business days.

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

15. MANATEE 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 the investigation of all unpermitted and unlicensed activities, and monitoring of compliance with well construction standards and permit conditions. As part of the compliance program:

- a. MANATEE will carry out an inspection program, as described in more detail in Paragraphs 12, 13, and 14 herein;
- b. MANATEE will report all unlicensed activities to the DISTRICT and will take appropriate enforcement action against the unlicensed individual or company;
- c. MANATEE will take enforcement action against licensed water well contractors as set forth in Chapter 62-531, F.A.C, and implemented by the Water Well Construction Disciplinary Guidelines and Citations Dictionary, June 2014 (or later version adopted by the District). Where appropriate, as described in the guidance documents, MANATEE will comply with the due process requirements of Chapter 120, F.S.;

- d. MANATEE will report enforcement actions to the DISTRICT 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 MANATEE's compliance and enforcement programs, as the DISTRICT deems appropriate. The DISTRICT may direct MANATEE to take specified enforcement actions if the DISTRICT finds MANATEE has failed to do so where appropriate; 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 MANATEE and the contractor.

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

16. MANATEE 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; and
- c. Clerical – at least one person responsible for coordinating the submittal of documents and reports to the DISTRICT, document scanning and records management.

17. MANATEE will implement records management procedures that comply with the applicable provisions of Chapters 119, 257, 286, F.S., and the standards and requirements for records management set forth in Chapters 1B-24 and 1B-26, F.A.C. MANATEE will 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.

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

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

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

21. MANATEE 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. MANATEE will maintain public records associated with this Agreement for at least three (3) years from their receipt or creation. This period will continue after the termination of this Agreement. MANATEE recognizes and agrees that it is subject to the Public Records provisions of Chapter 119, F.S., and that all public records, as defined by Chapter 119, F.S., made or received by MANATEE in conjunction with this Agreement are subject to said provisions.

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

- a. a comparison of well construction permits issued versus well completion reports received during the previous year;

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

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

23. 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.

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

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

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

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

28. Unless terminated by either the DISTRICT or MANATEE upon ninety (90) days prior written notice, this Agreement will continue in effect until May 31, 2031, and may be extended upon terms mutually acceptable to both parties.

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

[Signature page to follow.]

Approved as to Legal Form and Content

Attorney

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

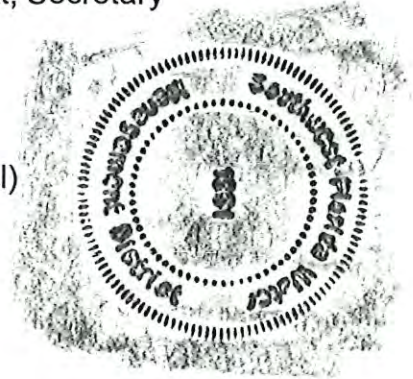
By: _____
John Mitten, Chair

Attest: Ashley Bell Barnett
Ashley Bell Barnett, Secretary

Filed this 24 of
February, 2026.

[Signature]
Deputy Agency Clerk

(Seal)



MANATEE COUNTY, a political subdivision of
the State of Florida
By: Board of County Commissioners

Approved as to Legal Form and
Content

Attorney

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
Deputy Clerk

(Seal)

Appendix 1

EXECUTIVE DIRECTOR PROCEDURE

Southwest Florida Water Management District

Title: Payment Card Industry (PCI) Compliance

Document Owner: Finance Bureau Chief

Approved By: Executive Director

Effective Date: 09/14/2021

Supersedes: 10/22/2018

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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, applicable IT service providers, contractors, vendors, delegated counties, 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.

EXECUTIVE DIRECTOR PROCEDURE

Title: **Payment Card Industry (PCI) Compliance**

Effective Date: 09/14/2021

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AUTHORITY

The promulgation of this procedure is authorized by Governing Board Policy Technology Assets and Executive Director Procedure Data Security and Privacy.

DEFINITIONS

District's IT Service Provider(s). The individuals/organizations that are responsible for providing, operating, and maintaining systems or processes relating to the District accepting credit card payments.

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 Primary Account Number, 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 assessor. 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.

EXECUTIVE DIRECTOR PROCEDURE**Title: Payment Card Industry (PCI) Compliance****Effective Date:** 09/14/2021**Page 3 of 8****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, contractor, vendor, or delegated county* working with the District to process *Payment Card Data* is legally obligated to maintain compliance with the twelve (12) security requirements established by the *PCI Security Standards Council*.
- iv) Payment service providers, contractors, and vendors excluding delegated counties, involved in the payment process must provide certification of their continued compliance with *PCI-DSS* annually to the District's Finance Bureau. Delegated counties are legally obligated to follow the 12 requirements of the *PCI-DSS*.
- v) The District Bureaus must request and obtain authorization to process *Payment Card* transactions from the Finance Bureau and Information Technology Bureau.

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Title: Payment Card Industry (PCI) Compliance

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- 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 do not 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 or the Bureau that they work for. For example, just because you work for Finance does not mean you have access to equipment or systems related to payment card transactions.
 - (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, vendors, or delegated counties that process *Payment Card* transactions to ensure continued authorization is warranted and to update (add, delete, or modify) the authorization list.
- b) District Employees, Contractors, Vendors, or Delegated Counties Responsibilities.
 - i) All employees, contractors, vendors, or delegated counties who process *Payment Card* transactions must comply with this procedure.
 - ii) All District employees 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 District employee authorized to process *Payment Card* transactions must complete the Payment Card Industry (PCI) Compliance Authorization Acknowledgement Form.
 - iv) Violation of this procedure by any District employee, 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 is a breach of contract and subject to civil and/or criminal action, as applicable.

EXECUTIVE DIRECTOR PROCEDURE

Title: **Payment Card Industry (PCI) Compliance**

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- vi) In the case of Delegated Counties, violation of this procedure is a violation of the delegation agreement and may result in the termination of such agreement. The District will work with the Delegated County to attempt to correct 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) Maintain daily and quarterly operational security procedures consistent with the latest *PCI-DSS* standards, including administrative and technical procedures for each of the *PCI-DSS* standards.
 - vi) Provide results of all required network scans with the appropriate remediation steps for any identified noncompliant results to the Finance Bureau.
 - vii) Coordinate the annual review of this procedure in partnership with the Finance Bureau.
 - viii) Work with the District Bureaus, in partnership with the Finance Bureau, to provide annual *PCI Compliance* training to employees.

- 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

EXECUTIVE DIRECTOR PROCEDURE**Title: Payment Card Industry (PCI) Compliance****Effective Date:** 09/14/2021**Page 6 of 8**

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.

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, District user, and District Office. *Payment Card* devices can include, but are not limited to, workstations, mobile devices, and peripherals.
- iii) Inventory logs are kept in the Information Technology Bureau.
- iv) Inventory logs are reviewed as part of the District's annual physical IT inventory.

b) Security of Payment Card Devices

- i) Each District Bureau will ensure none of its wireless *Payment Card* devices (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 daily and track each device's inspection date, passed/failed inspection result, and resolution for failed devices.
- iii) Each District Bureau will validate SWF numbers 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.

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- (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 will immediately stop using it and notify the Information Technology Bureau.
- vi) Each District Bureau will report devices that consistently do not work properly.
- vii) Quarterly inspection logs are reviewed by the Information Technology Bureau, as part of the District's annual PCI audit.

DISTRIBUTION

This procedure will be stored in the Governing Documents Repository. It will also be posted in the District's document management system and the link emailed to Finance Bureau Staff, Information Technology Bureau Staff, the General Counsel, 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*

REVIEW PERIOD

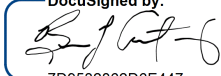
This procedure will be reviewed annually by the Information Technology Bureau Chief and the Finance Bureau Chief or their designee(s).

EXECUTIVE DIRECTOR PROCEDURE
Title: Payment Card Industry (PCI) Compliance
Effective Date: 09/14/2021
Page 8 of 8

DOCUMENT DETAILS

Document Name	Payment Card Industry (PCI) Compliance
Formerly Known As	N/A
Document Type	Procedure
Author(s)	Finance Bureau Chief, Accounting Manager, Information Technology Bureau (ITB) Chief, ITB Cybersecurity Architect, ITB Applications Systems Manager
Reviewing Stakeholder(s)	Office of General Counsel, Senior Staff, and Executive Staff
Document Owner Name	Melisa Lowe
Document Owner Title	Finance Bureau Chief
Review Period (in days)	365
Span of Control	District
Supersedes Date	10/22/2018
Effective Date	09/14/2021

APPROVAL

DocuSigned by:

7D9632062D8E447...

Brian Armstrong, P.G.
Executive Director

09/14/2021

Date

Certificate Of Completion

Envelope Id: F2A3CF0AA6964A8CBD3F794313E5A6DE	Status: Completed
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Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Shellie Ferreira-Lee
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2379 Broad Street
	Brooksville, FL 34604
	Shellie.Ferreira@swfwmd.state.fl.us
	IP Address: 204.76.240.236

Record Tracking

Status: Original	Holder: Shellie Ferreira-Lee	Location: DocuSign
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Signer Events

Brian Armstrong
 brian.armstrong@swfwmd.state.fl.us
 Executive Director
 Security Level: Email, Account Authentication (None)

Signature

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 Signature Adoption: Drawn on Device
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Virginia Singer
 Virginia.Singer@swfwmd.state.fl.us
 Security Level: Email, Account Authentication (None)

COPIED

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Melisa Lowe
 melisa.lowe@swfwmd.state.fl.us
 Finance Bureau Chief
 Security Level: Email, Account Authentication (None)

COPIED

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Michael Attard
 michael.attard@swfwmd.state.fl.us
 Security Level: Email, Account Authentication (None)

COPIED

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Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	9/9/2021 12:09:02 PM
Signing Complete	Security Checked	9/14/2021 10:24:46 AM
Completed	Security Checked	9/14/2021 10:24:48 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

Your Consent to Use Electronic Records and Signatures

From time to time, the Southwest Florida Water Management District ("District") may provide you with certain agreements. The federal E-SIGN Act and the Florida Uniform Electronic Transaction Act, Chapter 668, Florida Statutes, allow the District to provide you these agreements electronically and the use of electronic signatures with your consent. Described below are the terms and conditions for providing you such agreements electronically as well as for the use of electronic signatures. This consent relates to your agreement with the District and any associated electronic signatures. If you consent to receive your agreement electronically and to use electronic signatures, you must keep your email address up to date by notifying ESignQuestions at ESignQuestions@swfwmd.state.fl.us of any changes to your contact information.

Please read the information below thoroughly and, if you can access this information electronically to your satisfaction, please confirm your acceptance and understanding that your electronic signature executed in conjunction with the electronic submission of your agreement shall be legally binding and such transaction shall be considered authorized by you by clicking the "I consent to use Electronic Records and Signatures" box located on the previous page. If you do not agree to use electronic signatures, click the link under "Other Options" to print and sign the agreement.

Right to Have Records Provided on Paper

At any time, you may request from the District paper copies of any of your agreements at no cost to you. You may request delivery of paper copies by contacting ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Additionally, following your signing session, you will have the ability to download and print your agreement through the DocuSign, Inc. ("DocuSign") system. You will receive an email with a link to access your agreement within the DocuSign system.

Right to Withdraw Your Consent to Receive Electronic Records; Consequences

If you agree to receive your agreement electronically and use electronic signatures, you have the right to withdraw your consent at any time and at no cost to you. You must inform the District of your decision by ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Please include your contact information and the agreement number you are declining to sign electronically in your withdrawal notice. If you elect to receive your agreement only in paper format, or refuse to sign electronically, it may slow down the speed at which you receive documents or information.

Hardware and Software Minimum Requirements

To access and retain your agreement, you will need the following:

Operating Systems:	Windows 2000 or Windows XP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla Firefox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enable Security Settings:	Allow per session cookies Users accessing internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

These minimum requirements are subject to change. If these requirements change such that you may not be able to access or retain the electronic records, we will provide you with an email message at the email address we have on file for you, providing you with the revised hardware and software requirements. At that time, you will have the right to withdraw your consent to receive documents electronically.

Appendix 2

**PARKS AND NATURAL RESOURCES DEPARTMENT
WATER WELL PERMITTING FEE SCHEDULE**

<u>PUBLIC SUPPLY WELL</u>	\$500
<u>WELL ABANDONMENT</u>	\$75
<u>ALL OTHERS</u>	\$265 (see footnote 1)

FOOTNOTE:

- 1 "All others" includes, but is not limited to: irrigation wells; industrial wells; livestock wells; well repair and modification; test holes; exploratory/monitoring wells; A/C – return and discharge wells; recovery wells; and sealed water wells.



**ENVIRONMENTAL PROTECTION DIVISION
WATER WELL CONSTRUCTION AND PERMITTING PROGRAM
SCHEDULE OF FEES AUDIT
(May 2025)**

ACTIVITY	2024 PERMITS ISSUED	CURRENT FEE	CURRENT REVENUE	PROPOSED FEE	PROJECTED REVENUE
ABANDONMENTS	166	----	----	\$75	\$12,450
PUBLIC SUPPLY	2	\$300	\$600	\$500	\$1,000
OTHER WELLS¹	274	\$145	\$39,730	\$265	\$72,610
QWIP INSPECTIONS²	20	\$200	\$4,000	\$200	\$4,000
TOTALS			\$44,330		\$90,060

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

² SWFWMD Quality of Water Improvement Program (QWIP) reimbursements for abandonment inspections.

2025 Program Cost Estimates (including personnel and indirect) = \$95,597 personnel + \$12,500 indirect costs

Percentage of Costs Covered by Fees in 2024 = 41%

Percentage of Costs to be Covered by Proposed Fees in 2024 = 83%



**ENVIRONMENTAL PROTECTION DIVISION
 WATER WELL CONSTRUCTION AND PERMITTING PROGRAM
 Permit Fee Comparison of Delegated Programs
 (May 2025)**

ACTIVITY	Sarasota County	Lee County	Suwannee River WMD	Manatee Current Fee	Manatee Proposed Fee
ABANDONMENTS	\$75 ³	\$100	\$0	\$0	\$75
PUBLIC SUPPLY	\$300	\$500	\$500	\$300	\$500
OTHER WELLS	\$213 ⁴	\$312.5 ¹	\$275 ²	\$145	\$265
QWIP INSPECTIONS	\$200	\$200	\$200	\$200	\$200

¹Average of commercial and residential

²Domestic wells

³Average of small (<6”) and large (>6”) wells

⁴Average of irrigation and private wells

Notes:

- Per Dave Arnold, SWFWMD, WMD water well fees have not been raised in decades. The deficit is made up by general revenues.