

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AUDIT COMMITTEE MEETING
AGENDA**

**District Headquarters
81 Water Management Drive
Havana, FL 32333**

**Thursday
November 14, 2013
12:45 p.m., ET**

- 1.** Call to Order
- 2.** Selection of Audit Firm to Conduct the Annual Financial Audit
- 3.** Adjourn

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

M E M O R A N D U M

TO: Audit Committee
Administration, Budget and Finance Committee

THROUGH: Jon Steverson, Executive Director

FROM: Jean Whitten, Director
Division of Administration

DATE: October 22, 2013

SUBJECT: Selection of Audit Firm to Conduct the Annual Financial Audit

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Special districts and other local government entities are required to use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in section 218.39, Florida Statutes. The auditor selection law requires the use of an audit committee, a request for proposal (RFP) for the solicitation of the necessary audit services, and a selection and negotiation process in which fees cannot be the sole or predominant reason for selecting a particular audit firm.

Duties of the committee include:

- Establishment of factors to be used for the evaluation of audit services to be provided by the audit firm;
- Public announcement of an RFP;
- Provision of interested firms with the RFP;
- Evaluation of proposals provided by qualified firms; and
- **Ranking and recommendations in order of preference of no fewer than three firms deemed to be the most highly qualified.**

Status:

- Audit Committee members are independently evaluating proposals submitted by the highly qualified firms.
- Staff will combine the scoring for each firm and present the top three firms to the Committee.
- The Committee will select one of the firms for recommendation to the Board.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
GOVERNING BOARD MEETING MINUTES**

**District Headquarters
81 Water Management Drive
Havana, FL 32333**

**Thursday
October 10, 2013**

Governing Board Members Present

George Roberts, Chair
Jerry Pate, Vice Chair
Angus Andrews
Stephanie Bloyd
Gary Clark
Jon Costello
Bo Spring

Governing Board Members Absent

John Alter
Nick Patronis

1. Call to Order and Roll Call

Chair Roberts called the meeting to order at 1:07 p.m., ET. Mr. Steverson called the roll and a quorum was declared present.

2. Invocation

Vice Chair Pate offered the invocation.

3. Pledge of Allegiance to the Flag

Chair Roberts led the meeting in the Pledge of Allegiance to the Flag.

4. Additions, Deletions or Changes to the Agenda

Ms. White stated that there were no additions, deletions or changes to the agenda.

5. Approval of Minutes for September 12, 2013, and September 26, 2013

MOTIONED BY MR. COSTELLO, SECONDED BY MR. CLARK, THAT THE GOVERNING BOARD APPROVE THE SEPTEMBER 12, 2013, AND SEPTEMBER 26, 2013, GOVERNING BOARD MEETING MINUTES. MOTION CARRIED.

6. A. Committee Reports and Recommendations for Board Action

Ms. Bloyd stated that the District Lands Committee met and had the following recommendations.

6. A. 1. Consideration of Approval of the Appraisals for the 1.5-Acre Surplus Tract; Yellow River WMA

MOTIONED BY MS. BLOYD, THAT THE GOVERNING BOARD APPROVE THE APPRAISAL AND APPRAISAL UPDATE PREPARED BY CARLTON APPRAISAL COMPANY AND THE REVIEW APPRAISAL AND REVIEW APPRAISAL UPDATE PREPARED BY SOUTHEAST APPRAISAL GROUP FOR THE 1.5-ACRE SURPLUS TRACT IN OKALOOSA COUNTY, FLORIDA. MOTION CARRIED.

6. A. 2. Consideration of Approval of the Appraisals for the 0.4-Acre Surplus Tract; Blackwater River WMA

MOTIONED BY MS. BLOYD, THAT THE GOVERNING BOARD APPROVE THE APPRAISAL AND APPRAISAL UPDATE PREPARED BY CARLTON APPRAISAL COMPANY AND THE REVIEW APPRAISAL AND REVIEW APPRAISAL UPDATE PREPARED BY SOUTHEAST APPRAISAL GROUP FOR THE 0.4-ACRE SURPLUS TRACT IN SANTA ROSA COUNTY, FLORIDA. MOTION CARRIED.

6. A. 3. Consideration of Invitation to Bid 13B-010; Choctawhatchee River 2013 Timber Sale

MOTIONED BY MS. BLOYD, THAT THE GOVERNING BOARD APPROVE THE BIDS SUBMITTED IN RESPONSE TO INVITATION TO BID 13B-010, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT FOR THIS TIMBER SALE WITH THE HIGH BIDDER, MORRIS TIMBER PRODUCTS, INC., AT THE BID PRICES OF \$15.18 PER TON FOR PINE PULPWOOD; \$22.50 PER TON FOR PINE CHIP-N-SAW; \$26.50 PER TON FOR PINE SAW TIMBER; \$11.48 PER TON FOR HARDWOOD PULPWOOD; AND \$55.60 PER TON FOR LARGE PINE POLES. MOTION CARRIED.

6. A. 4. Consideration of Invitation to Bid 13B-012; Econfina Creek 2013 Sand Pine Timber Sale

MOTIONED BY MS. BLOYD, THAT THE GOVERNING BOARD APPROVE THE BIDS SUBMITTED IN RESPONSE TO INVITATION TO BID 13B-012, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT FOR THIS TIMBER SALE WITH THE HIGH BIDDER, WHITFIELD TIMBER CO., INC., AT THE BID PRICE OF \$22.58 PER TON. MOTION CARRIED.

6. A. 5. Consideration of Invitation to Bid 14B-001; Upland Wiregrass Seed Collection and Sale

MOTIONED BY MS. BLOYD, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE THE BID SUBMITTED BY ATS PARTNERS, LLC, FOR THE COLLECTION AND SALE OF UPLAND WIREGRASS SEED AT A PER BULK POUND PRICE OF \$6.75, SUBJECT TO LEGAL COUNSEL APPROVAL OF THE AGREEMENT. MOTION CARRIED.

7. A. Consent Business Agenda

Ms. Jean Whitten presented the Financial Report and Schedule of Disbursements for the month of August 2013.

MOTIONED BY MR. CLARK, SECONDED BY MR. PATE, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORT AND SCHEDULE OF DISBURSEMENTS FOR THE MONTH OF AUGUST 2013. MOTION CARRIED.

7. B. Consideration of Grant Agreement with the West Florida Resources Conservation and Development Council for Northwest Florida Mobile Irrigation Lab Services for Fiscal Year 2013-2014

Mr. Tony Countryman reported that an ongoing joint effort between the District, the USDA Natural Resources Conservation Service and the Florida Department of Agriculture and Consumer Services, the Northwest Florida Mobile Irrigation Lab is a free and voluntary service that helps the agricultural community increase irrigation efficiency and conserve water resources while reducing operating costs. He noted that the average total water savings estimated by the NWFML equals approximately 7.5 million gallons of water per day.

Mr. Countryman voiced staff recommendation that the Governing Board authorize the Executive Director to enter into agreement with the West Florida Resource Conservation & Development Council to provide up to \$71,125 in District grant funding for Northwest Florida Mobile Irrigation Lab services for Fiscal Year 2013-2014.

MOTIONED BY MS. BLOYD, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENT WITH THE WEST FLORIDA RESOURCE CONSERVATION & DEVELOPMENT COUNCIL TO PROVIDE UP TO \$71,125 IN DISTRICT GRANT FUNDING FOR NORTHWEST FLORIDA MOBILE IRRIGATION LAB SERVICES FOR FISCAL YEAR 2013-2014. MOTION CARRIED.

7. C. Consideration of Grant Agreement with the City of Apalachicola for Apalachicola Bay Water Quality Improvement Projects

Ms. Karen Kebart gave a detailed overview of the proposed grant agreement with the City of Apalachicola for Apalachicola Bay water quality improvement projects. She indicated that the three projects proposed are the US 98 and 16th Street Stormwater Quality Improvement Project, the Prado Outfall Stormwater Quality Improvements Project, and the Avenue I Water Quality Improvement Project. Ms. Kebart stated that the grant agreement will provide funding sufficient for the engineering, design, surveying, permitting, construction and construction management of specific stormwater retrofit improvements.

Ms. Kebart voiced staff recommendation that the Governing Board authorize the Executive Director to enter into agreement with the City of Apalachicola to provide up to \$2,535,000 in grant funding allocated by the Legislature from the Water Management Lands Trust Fund (WMLTF) for Apalachicola Bay water quality improvement projects.

MOTIONED BY MR. COSTELLO, SECONDED BY MR. CLARK, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENT WITH THE CITY OF APALACHICOLA TO PROVIDE UP TO \$2,535,000 IN GRANT FUNDING ALLOCATED BY THE LEGISLATURE FROM THE WATER MANAGEMENT LANDS TRUST FUND (WMLTF) FOR APALACHICOLA BAY WATER QUALITY IMPROVEMENT PROJECTS. MOTION CARRIED.

7. D. Consideration of Grant Agreement with the City of Monticello for the U.S. Highway 19 Water Line Extension Project

Mr. Paul Thorpe stated that the proposed agreement with the City of Monticello would provide District grant funding to help the City accomplish surveying, design, and permitting for the U.S. Highway 19 Water Line Extension Project. He noted that completion of the project would positively affect unincorporated communities to the north of Monticello by improving water quality, reliability, and fire protection.

Mr. Thorpe voiced staff recommendation that the Governing Board authorize the Executive Director to enter into agreement with the City of Monticello to provide up to \$90,000 in District grant funding for the U.S. Highway 19 Water Line Extension Project.

MOTIONED BY MR. SPRING, SECONDED BY MR. PATE, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENT WITH THE CITY OF MONTICELLO TO PROVIDE UP TO \$90,000 IN DISTRICT GRANT FUNDING FOR THE U.S. HIGHWAY 19 WATER LINE EXTENSION PROJECT. MOTION CARRIED.

7. E. Consideration of Grant Agreement with the City of Panama City for Stormwater Retrofit Projects in the St. Andrew Bay Watershed

Mr. John Crowe gave a detailed overview of the proposed agreement with the City of Panama City providing grant funding for the installation of stormwater treatment systems for multiple sub-basins within the city. He stated the project will include the installation of 14 pollutant separators that include two baffle boxes and 12 dual-vortex circular structures. He informed the Board that the projects proposed by the City of Panama City were selected by the City's Engineer and Northwest Florida Water Management District staff based on their environmental and public benefit.

Mr. Crowe voiced staff recommendation that the Governing Board authorize the Executive Director to enter into an agreement with the City of Panama City to provide up to \$978,502 in District grant funding for stormwater retrofit projects to improve water quality in the St. Andrew Bay watershed.

MOTIONED BY MR. PATE, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF PANAMA CITY TO PROVIDE UP TO \$978,502 IN DISTRICT GRANT FUNDING FOR STORMWATER RETROFIT PROJECTS TO IMPROVE WATER QUALITY IN THE ST. ANDREW BAY WATERSHED. MOTION CARRIED.

7. F. Consideration of Carpet Purchase and Installation for Headquarters Facilities

Ms. Whitten expressed the need for the carpet repairs. She informed the Board that staff conducted an extensive search of carpeting products and requested quotes from three vendors identified by the Department of Management Services as qualified alternate state contract sources. She indicated that Shaw Industries, Inc., was the lowest proposal received in the amount of \$76,551.29.

Ms. Whitten voiced staff recommendation that the Governing Board approve the proposal submitted by Shaw Industries, Inc., for the purchase and installation of carpeting at the District's headquarters facilities and authorize the Executive Director to issue a purchase order in the amount of \$76,551.29.

MOTIONED BY MS. BLOYD, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD APPROVE THE PROPOSAL SUBMITTED BY SHAW INDUSTRIES, INC., FOR THE PURCHASE AND INSTALLATION OF CARPETING AT THE DISTRICT'S HEADQUARTERS FACILITIES AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$76,551.29. MOTION CARRIED.

8. A. Public Hearing on Consideration of Regulatory Matters

Chair Roberts called the Public Hearing to order at 1:31 p.m., ET.

Mr. Michael Edgar presented the Consent Agenda, which included two permit modification and renewals. Mr. Edgar voiced staff recommendation that the Governing Board approve the Consent Agenda per the recommendations and conditions of the staff reports and per the terms and conditions of the permit documents.

MOTIONED BY MS. BLOYD, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD APPROVE THE CONSENT AGENDA PER THE RECOMMENDATIONS AND CONDITIONS OF THE STAFF REPORTS AND PER THE TERMS AND CONDITIONS OF THE PERMIT DOCUMENTS. MOTION CARRIED.

8. B. Public Hearing on Consideration of Land Acquisition Matters

Chair Roberts called the Public Hearing to order at 1:32 p.m., ET.

Consideration of Approval of Contract for Sale and Purchase of 1.5-Acre Surplus Tract; Yellow River

Ms. Carol Bert gave a detailed overview of the contract for the sale and purchase of 1.5-acre surplus tract for the Yellow River WMA. Ms. Bert submitted the document for the official record and opened the floor for public comment. With no public comment, Ms. Bert voiced staff recommendation that the Governing Board approve the Contract for Sale and Purchase for the sale of the 1.5-acre surplus tract off Old River Road in Okaloosa County, Florida for \$3,400, subject to the terms and conditions of the Contract. She further recommended that the Governing Board choose not to reserve the interest in the property's phosphate, minerals, metals and petroleum.

MOTIONED BY MR. SPRING, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE THE CONTRACT FOR SALE AND PURCHASE FOR THE SALE OF THE 1.5-ACRE SURPLUS TRACT OFF OLD RIVER ROAD IN OKALOOSA COUNTY, FLORIDA FOR \$3,400, SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT AND THE GOVERNING BOARD CHOOSES NOT TO RESERVE THE INTEREST IN THE PROPERTY'S PHOSPHATE, MINERALS, METALS AND PETROLEUM. MOTION CARRIED.

Consideration of Approval of Contract for Sale and Purchase of 0.4-Acre Surplus Tract; Blackwater River

Ms. Carol Bert gave a detailed overview of the contract for the sale and purchase of 0.4-acre surplus tract for the Blackwater River WMA. Ms. Bert submitted the document for the official record and opened the floor for public comment. With no public comment, Ms. Bert voiced staff recommendation that the Governing Board approve the Contract for Sale and Purchase for the sale of the 0.4-acre surplus tract off Parch Road in Santa Rosa County, Florida for \$2,400, subject to the terms and conditions of the Contract. In addition, staff recommends that the Governing Board choose not to reserve the interest in the property's phosphate, minerals, metals and petroleum.

MOTIONED BY MR. CLARK, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD APPROVE THE CONTRACT FOR SALE AND PURCHASE FOR THE SALE OF THE 0.4-ACRE SURPLUS TRACT OFF PARCH ROAD IN SANTA ROSA COUNTY, FLORIDA FOR \$2,400, SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT AND THE GOVERNING BOARD CHOOSES NOT TO RESERVE THE INTEREST IN THE PROPERTY'S PHOSPHATE, MINERALS, METALS AND PETROLEUM. MOTION CARRIED.

9. A. 2013 Water Supply Assessment Update

Mr. Countryman gave a detailed update of the 2013 Water Supply Assessment and noted that the update was provided for informational purposes only.

9. Legal Counsel Report

Mr. Breck Brannen gave a brief update on the pending litigation between Ms. Crenshaw and the City of Defuniak Springs.

Meeting was adjourned at 1:46 p.m., ET.

Chair

November 14, 2013

Date

Executive Director

Agency Clerk

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 PUBLIC HEARING FOR REGULATORY MATTERS
A G E N D A

District Headquarters
 81 Water Management Drive
 Havana, Florida 32333

Thursday
 November 14, 2013
 1:05 p.m., ET

Note: Appeal from any NFWFMD Final Agency Action requires a record of the proceedings. Although Governing Board meetings are normally recorded, affected persons are advised that it may be necessary for them to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based. Persons with disabilities or handicaps who need assistance or reasonable accommodation in order to participate in these meetings should contact the District at least 72 hours in advance of these meetings to make appropriate arrangements.

PART I — CONSENT AGENDA

• WATER USE PERMITS

A. Permit Modification & Renewals

A-1 Applicant: City of Lynn Haven
 App. No.: I07353
 Location: Permit Area B, Bay County
 Use: Public Supply
 Capacity: 5,741 Gallons per Minute
 Purpose: Applicant has applied for renewal and modification of Individual Water Use Permit No. 19920038 with an increase in the average day and maximum month withdrawal amounts and a decrease in the maximum day withdrawal amount.

Facilities: Modification of Current Facility

Withdrawal Amounts Gallons:	Permitted	Recommended
Annual Average Daily	2,810,000	3,290,000
Maximum Daily	4,910,000	4,880,000
Maximum Monthly	128,405,000	134,000,000

Duration Recommended: 5 Years
 Staff Recommendation: Approval
 Public Comment Received: No

A-2 Applicant: Woerner Development, Inc.
 App. No.: I07415
 Location: Permit Area B, Calhoun County
 Use: Agriculture Irrigation, Limited Public Supply, and Other Outside Uses
 Capacity: 5,300 Gallons per Minute
 Purpose: Applicant has applied for renewal of Individual Water Use Permit No. 20080015 with no change in the permitted withdrawal amounts.

Facilities: Same as Current Facility

Withdrawal Amounts Gallons:	Permitted	Recommended
Annual Average Daily	1,360,000	1,360,000
Maximum Daily	3,500,000	3,500,000
Maximum Monthly	100,200,000	100,200,000

Duration Recommended: 20 Years

Staff Recommendation: Approval

Public Comment Received: No

PART II — INFORMATIONAL ITEM(S)

• ERP INFORMATION ITEM

NFWFMD Environmental Resource Permit Program Activity Status for SEPTEMBER 2013		
Activity	Current Month	Fiscal Year to Date Total
Applications Received	20	184
Permits Issued	14	176
Exemption Certifications Issued	2	100
10/2 GP Authorizations	13	174

TAP/tp

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

STAFF REPORT

TO: Governing Board
FROM: Regulatory Division
DATE: October 18, 2013
SUBJECT: Request for Renewal and Modification of Individual Water Use Permit No.19920038
Individual Water Use Permit Application No. I07353

Applicant: City of Lynn Haven
Location: Bay County, Permit Area B
Sections 9 and 16; Township 3 South; Range 14 West
Use: Public Supply
Water Sources: Floridan Aquifer
Facilities: See Appendix I
Capacities: Existing: 3,941Gallons per Minute; 5,675,040 Gallons per Day
Proposed: 5,741Gallons per Minute; 8,267,040 Gallons per Day

Withdrawal Information:

Water Use	Permitted	Use*	Requested	Recommended
Average Day (GPD)	2,810,000	2,033,748	3,294,000	3,290,000
Maximum Day (GPD)	4,910,000	3,924,000	4,875,000	4,880,000
Maximum Month (GAL)	128,405,000	81,543,000	134,264,000	134,000,000

*Year 2012.

Staff Evaluation:

The City of Lynn Haven (Lynn Haven) is requesting renewal and modification of Individual Water Use Permit (IWUP) No. 19920038 to increase the authorized withdrawal amounts and to add two Floridan Aquifer Public Supply wells to the IWUP. Lynn Haven has complied with the provisions of the existing IWUP.

Lynn Haven withdraws water from the Floridan Aquifer and also buys approximately 26 percent of its potable water from Bay County via the Deer Point Lake Reservoir in order to meet the Public Supply demands of approximately 17,000 residents within its service area. It is Lynn Haven's stated plan to obtain all of its potable water through groundwater withdrawals from the Floridan Aquifer, while maintaining established interconnections with Bay County, which currently supplies Lynn Haven with approximately 26 percent of its potable water. The planned shift wholly to groundwater will allow Lynn Haven to fully integrate their water system and cease operating two parallel systems for the differing sources of supply. The recommended average daily rate is based on a 4.04% annual growth of population multiplied by per capita use. The recommended maximum daily rate is based on an acceptable daily

peaking ratio of 1.5 multiplied by the recommended average daily rate. Staff recommends Lynn Haven’s requested maximum monthly rate, which reflects the average daily multiplied by 30 days. Lynn Haven’s water losses (difference between the amount pumped or bought and the amount billed with an adjustment for accounted losses) have averaged approximately 10% during the period 2010 through 2012, which meets the District goal of 10 percent or less. Lynn Haven’s residential per capita water use is estimated to meet the District’s water use efficiency goal of 100 gallons per day or less.

Three-dimensional groundwater modeling was performed by Trinity Analysis and Development Corporation (Trinity) on behalf of Lynn Haven to evaluate impacts to the Floridan Aquifer and transport of chlorides associated with Lynn Haven’s requested withdrawal amounts. The modeling codes used by Trinity were the USGS developed MODFLOW and U.S. Army Corps of Engineers developed MT3DMS, which use the finite difference method to solve the groundwater flow equation and equations for the advection and dispersion of solutes in groundwater, respectively. The groundwater flow model was calibrated to the Floridan aquifer head field using targets derived from District recorded static groundwater levels and the NFWFMD June 2010 Potentionmetric Surface Map. Model predicted heads in the Floridan aquifer were then compared with the NFWFMD produced Pre-Development and 1996 Potentiometric Surfaces, and statistical analysis reveals adequate “goodness of fit” and acceptable levels of error. Therefore, the model is reasonably well calibrated for the purposes and scale of the modeling efforts.

The calibrated steady-state model was used to perform a series of steady-state and transient simulations to predict the drawdown and groundwater velocity field associated with both Lynn Haven’s current pumpage and requested increases in the ADR. For the steady-state scenario using current ADR, drawdowns of 30 feet and 20 feet were simulated at distances of one-half mile and one mile, respectively, from the center of pumping. For the requested 5-year ADR scenario, additional drawdowns of approximately 4 feet and 3 feet were estimated from the simulation at distances of one-half mile and one mile, respectively, from the center of pumping. An assymetric cone of depression resulting in a 5 foot drawdown in the Floridan potentiometric surface will extend in the directions summarized below.

Projected Maximum Extent of Additional Two Foot Drawdown in Floridan Aquifer Associated with Requested Average Daily Rate.	
Direction	Approximate Distance from Center of Pumping
Floridan Aquifer System-W. of well field	2.6 miles
Floridan Aquifer System-S. of well field	8.6 miles
Floridan Aquifer System-E. of well field	16.8 miles
Floridan Aquifer System-N. of well field	6.3 miles

Transient scenarios using the proposed MMR were minor and generally less than a foot one-half and one mile from the center of pumping.

The solute transport model MT3DMS was used to simulate 20 year changes in chloride concentrations in the Floridan Aquifer under steady-state conditions at the requested average daily rate of withdrawal. Chloride concentrations exceeding drinking water standards (250 mg/L) were simulated in the lower open intervals (>550 ft. below sea level) of 6 out of 7 Lynn Haven production wells. Chloride concentrations simulated at shallower intervals (<550 ft. below sea level) in the production wells were up to several orders of magnitude lower than the deeper intervals (<1 to 14 mg/L). These results present the possibility of significant upconing of saline waters from the lower Floridan.

The additional drawdowns and simulated upconing of saline water are not insignificant. However, the current potentiometric levels of the Floridan Aquifer are generally sufficient to sustain Lynn Haven's requested withdrawal amounts, and the areal extent of the simulated saline upconing is small and not within the capture zone of any other known well. Given these assumptions, Lynn Haven's requested withdrawal amounts are not anticipated to harm existing legal users, offsite land uses, or water resources.

To assure that Lynn Haven continues to meet the Conditions of Issuance specified by section 373.201, Florida Statutes, and section 40A-1.201, Florida Administrative Code, for the permit duration, a network of monitoring wells will be required to closely monitor drawdowns and solute concentrations in the vicinity of the Lynn Haven well field, and provide data for validation and/or further calibrations of the groundwater flow and transport model.

Conclusions and Staff Recommendations:

It is the determination of the staff that the water use amounts recommended, as conditioned, are reasonable-beneficial, consistent with the public interest, and will not harm the water resources of the area or interfere with existing legal users. This determination has been made according to provisions of Chapter 373, Florida Statutes, and Chapter 40A-2, Florida Administrative Code.

The staff recommends that the applicant be granted an Individual Water Use Permit for an annual average daily withdrawal of 3,290,000 gallons, a maximum daily withdrawal of 4,870,000 gallons and, a maximum monthly withdrawal of 99,080,000 gallons. Staff also recommends that the permit expire December 1, 2018 and that the permit be conditioned as per the terms and Standard Conditions of the permit document (NFWFMD Form No. A2-E) and the following Specific Conditions:

1. The Permittee shall include the Individual Water Use Permit number and shall reference each well by its Florida Unique Identification Number on all submittals when corresponding with the District.
2. The Permittee shall record the data required on Water Use Summary Reporting Form NFWFMD A2-I for each production well. The Permittee, by January 31 of each year, shall submit the report to the District for the preceding year's water use, even if no water is used. The Permittee, if preferred, may submit the reports electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nfwfmd.state.fl.us. The reports for the year 2013 are due by January 31, 2014.
3. The Permittee, by February 28, 2014, shall submit a plan for District approval, to develop a network of three wells—existing or newly constructed—to continuously monitor water levels and periodically sample water quality in the Floridan aquifer near the facilities permitted herein. The plan shall include, at a minimum, the proposed locations, coordinates, cased and total depths for each monitor well. General locations and specifications are provided below but the Permittee's plan must provide location specifics and any well specification changes proposed to better meet the stated purpose of each well. The Permittee is prohibited from beginning construction of the monitor wells until the plan is approved by the District. The Permittee shall propose final specifications based on discrete interval testing performed during construction to determine the best monitoring intervals for the stated purpose of each well. The Permittee may not finalize construction of any of the monitor wells until its final construction specifications are approved by the District.
 - a. LH MO #1 is intended to monitor water levels and water quality at the base of the Lynn Haven production zone. The Permittee shall site the well in the vicinity of production wells LH #5 (AAA7569) and #6 where upconing of poor quality water was predicted. The Permittee must construct this well at least 2,300 feet from LH #5 (AAA7569) and 1,200 feet from LH #6 in the

northern or eastern portion of the section.. The production portion of this monitor well shall be approximately 25' unless construction testing provides compelling evidence to adjust the interval.

- b. LH MO #2 is to monitor water level in the zone of the Floridan aquifer commensurate to the City's production wells in the general area of operation but away from the immediate zone of influence of any production well. This well can be collocated with LH MO #3.
- c. LH MO #3 is to monitor water level in the zone of the Floridan aquifer commensurate to general domestic well construction in the area. This well can be collocated with LH MO #2.

Deviations from the locations provided below must be approved by the District.

Floridan Aquifer Monitor Well Construction				
Well ID	General Location	Well Characteristics*		
		Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)
LH MO #1	T03S; R14W; Sec 16	4	650	675
LH MO #2	T03S; R14W; Sec 15	4	350	650
LH MO #3	T03S; R14W; Sec 15	4	220	350

The Permittee, by June 30, 2014, shall complete construction of the wells. The Permittee, at the time of construction, shall have a lithologic log created for the borehole of each well. Additionally, the Permittee, at the time of construction of LH MO #1, shall have geophysical logging performed on the borehole including: natural gamma; flow, bulk; and fluid resistivity logs. The Permittee, by August 31, 2014, shall submit to the District the well construction reports, required logs, and surveyed elevations of all monitor wells.

- 4. The Permittee, by July 31, 2014 shall install, per manufacturer standards and specifications, continuous water level recorders on all Floridan monitor wells. The Permittee shall provide for the continuous, uninterrupted measurement of all wells after July 31, 2014.
- 5. The Permittee, prior to July 31, 2014 or installation of the continuous water level recorders shall have static water levels for all Floridan production wells measured on a monthly basis. Water levels shall be taken following a 24-hour non-pumping period, as much as is practicable, and reported as depth-to-water below a pre-defined measuring point. All measurements shall be taken from the same measuring point. If the measuring point is different from land surface elevation, then the Permittee shall provide the measuring point distance above or below land surface. All static water level reports shall include the date and time the well was turned off, date and time the measurement was taken, method and device used, and the water level measurement to 0.01 foot and 1.0 foot precision for steel/electric tape and airline methods, respectively. The Permittee shall submit the results to the District by the last day of the month in which the measurement is made (e.g. measurements made during the first two weeks of January are due by January 31). The Permittee, if utilizing the airline method, shall also report airline length, gauge reading, linear distance of the airline terminus from land surface, and a description of where the airline terminates (e.g. land surface, pump base, pressure gauge, etc.).

The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly and emailing it to compliance@nwfwmnd.state.fl.us.

- 6. The Permittee shall have a Florida registered surveyor survey the elevation of a recoverable, chiseled square on the well house floor and the well's measuring point (i.e. top of the casing, top of the

airline, access port) for all production wells and monitor wells. The Permittee, by July 31, 2014, shall provide the surveyor's report, which specifies the vertical elevation datum used in the survey, to the District.

7. The Permittee, after July 31, 2014, shall submit to the District in a single electronic submittal the following information by January 31, April 30, July 31 and October 31 of each year:
 - a. Static water levels for all Floridan production wells for the previous three months (e.g. measurements for January, February, and March shall be submitted by April 30). Water levels shall be taken following a 24-hour non-pumping period, as much as is practicable, reported as depth-to-water below a pre-defined measuring point. All measurements shall be taken from the same measuring point. If the measuring point is different from land surface elevation, then the Permittee shall provide the measuring point distance above or below land surface. All static water level reports shall include the date and time the well was turned off, date and time the measurement was taken, method and device used, and the water level measurement to 0.01 foot and 1.0 foot precision for steel/electric tape and airline methods, respectively. The Permittee, if utilizing the airline method, shall also report airline length, gauge reading, linear distance of the airline terminus from land surface, and a description of where the airline terminates (e.g. land surface, pump base, pressure gauge, etc).
 - b. Continuous water level readings for all Floridan monitor wells for the previous three months (e.g. measurements for January, February, and March shall be submitted by April 30). At a minimum, the recorder will be programmed to collect measurements at 15 minute intervals. Water level measurements shall be reported to the nearest 0.01 foot precision and reported as depth-to-water below a pre-defined measuring point. If the measuring point elevation is different from land surface, the Permittee shall provide the difference between these two elevations. The Permittee shall maintain and calibrate the recorder according to manufacturer recommendations. The readings shall be submitted electronically in Comma Separated Value (CSV) or ASCII delimited text file format.
 - c. Manual water level measurements for all Floridan monitor wells for the previous three months. The Permittee shall manually measure groundwater levels each month coincident with each recorder download to verify the accuracy of the continuous recorder. The Permittee shall perform the manual water level measurements with a tape, graduated in 0.01-foot increments. The Permittee shall report the reading as depth-to-water below a pre-defined measuring point to 0.01-foot precision. If the measuring point elevation is different from land surface, the Permittee shall provide the difference between these two elevations. The Permittee shall include, at a minimum, the difference in height between the measuring point and land surface, the date and time the measurement was taken, and the water level measurement.
 - d. The Permittee shall compare the manually collected water level measurement to the recorder's water level reading at the time of the manual measurement. If the difference is greater than +/- 0.05 foot, the Permittee shall adjust the instrument offset so that the recorder reading and manual measurement are identical. The Permittee shall provide a statement certifying that the adjustment was performed.

The Permittee may submit the report electronically via digital media or, if preferred, by e-mailing it to compliance@nwfwm.d.state.fl.us.

8. The Permittee shall conduct water quality analysis on monitor well LH MO #1 and each production well twice annually, during the first two weeks of January and July. Results from the January sample are due by February 28 and results from the July sample are due by August 31. Prior to sampling, the

Permittee shall purge more than three well volumes from each well, and shall report with each set of test results, the duration of purging, purge rates, and purge volumes used. All water quality analysis shall be conducted by a laboratory with a FDEP approved Comprehensive Quality Assurance Plan (CompQAP). The water quality analysis shall test for the following chemical concentrations: chloride, sodium, and total dissolved solids. The Permittee shall submit the results by the last day of the following month (e.g., data for samples collected in January are due by February 28). The Permittee, if preferred, may submit the report electronically by e-mailing it to compliance@nfwfmd.state.fl.us.

9. The Permittee, prior to the next request for renewal or modification of the Permit, shall prepare and submit to the District modeling to support the application. If the Permittee chooses, this can take the form of a validation of the previous ground water flow modeling, as summarized in “Ground Water Modeling Report for The City of Lynn Haven, 2013” prepared by Trinity Analysis & Development Corp. If the Permittee chooses to validate the existing model, the report shall include:
 - a. validation of the 2013 ground water model or, if updated, its most current version, using the most up-to-date data;
 - b. any necessary recalibration of the 2013 ground water model or, if updated, its most recent version;
 - c. results of predictive simulations of the withdrawals authorized herein as well as any proposed amounts based on actual and anticipated future seasonal pumping schedule(s) using the validated/recalibrated model; and
 - d. revised impact analysis to examine potential impacts to nearby existing, legal users.
10. The Permittee shall maintain a Water Conservation and Efficiency Program to achieve the goals listed below. The Permittee, by March 31 of each year, shall report to the District its performance regarding each element of the Water Conservation and Efficiency Program during the previous calendar year.
 - a. Achieve and maintain total and real water losses of 10 percent or less. The Permittee shall report water loss amounts for the previous calendar year according to the American Water Works Association (AWWA) methodology and the reporting form provided with this permit, or other District-approved methods. The Permittee shall provide an explanation for water losses each year, compare estimated water losses to the above goals, and briefly describe ongoing or planned water loss reduction measures.
 - b. Maintain average residential per capita daily water use of 100 gallons or less, respectively. The residential per capita water use shall be calculated as the amount of water used by residential dwelling units divided by the residential population served. The residential population served can be estimated as the number of residential dwelling units served multiplied by the average persons per household derived from US Census data. Adjustments to account for seasonal or tourist populations can be made, if adequately documented. The Permittee shall report a summary description of status regarding the per capita use goal.
 - c. Implement a public education and information campaign to promote water conservation and efficiency. The campaign shall consist of activities such as informative billing, periodic mailouts to customers, website announcements, newspaper notices, etc. Public education and information efforts shall be implemented at least annually. The Permittee shall provide a description of the public education and information campaign.

11. The Permittee, by March 31 of each year, shall report to the District the following information for the previous calendar year:

a)

Use Type	Average Number of Active Meter Connections	Annual Average Water Use (Gallons per Day)
1. Residential (also complete table below)		
2. Commercial Uses		
3. Industrial Uses		
4. Agricultural Uses		
5. Non-Residential Recreational Uses		
6. Water Sold/Transferred to Other Utilities		
7. Institutional Uses (schools, hospitals, etc.)		
8. Firefighting, Flushing and Other Utility Uses	-----	
9. Other _____ (describe)		
10. Total Water Losses	-----	
TOTAL (Add items 1 through 10)		

b)

Residential Water Service Category	Average Number of Active Metered Connections	Number of Dwelling Units	Estimated Population Served	Annual Average Metered Residential Use (Gallons per Day)
1. Single Family Dwelling Units				
2. Multiple Family Dwelling Units				
TOTAL (Add items 1 and 2) (should match line 1 in Table a above)				

For water purchased, sold or transferred to/from other utilities—provide the name of each utility, the type of transaction and the amount of water transferred for each year.

12. The Permittee, by December 31, 2018, and at the time of permit renewal or modification shall provide a map showing areas where service is actually provided as well as the overall franchise area allocated to the utility by the county, Public Service Commission or other authorizing entity. Definable areas within a service area that are served by domestic potable wells shall be delineated as non-served unless the area will be supplied by the utility within the term of the permit. The Permittee shall submit the map in digital format compatible with ESRI Geographic Information System (ARCGIS), if available.

13. The Permittee, by March 31 of each year, shall submit to the District a copy of its current rate structure. The Permittee shall consider revising its rate structure periodically to further promote water use efficiency and to discourage wasteful, discretionary use (e.g., irrigation, aesthetic use).

14. The Permittee shall mitigate impacts that interfere with existing legal users of Floridan Aquifer groundwater. Mitigation may include modification of the Permittee's pumping schedule (i.e., duration, withdrawal rates, time of day, etc.), the lowering of the affected pump(s) or the replacement of the well(s) including proper plugging and abandonment of the well(s) that is replaced. The Permittee, upon receipt of an allegation of interference, shall retain the services of an appropriate licensed professional to investigate the alleged interference. The Permittee shall ensure their chosen professional investigates any alleged interference within 48 hours of the allegation being made and provides the conclusions of the investigation to the entity alleging the impact within 72 hours of the allegation being made. If it is determined that the use of a well has been impaired as a result of the Permittee's operation, the Permittee shall undertake the required mitigation. The Permittee shall be responsible for the payment of services rendered by the licensed professional. The Permittee, within 30 days of any allegation of interference, shall submit a report to the District including the date of the allegation, the name and contact information of the party making the allegation, the result of the investigation made and any mitigation action undertaken.

PERMIT MAILOUT ENCLOSURES: WATER USE SUMMARY REPORTING FORM NWFWM D A2-I
WATER LOSS REPORTING FORM
CONSERVATION PAMPHETS

Appendix I – Well Facilities

Well ID	FL Unique ID No.	Diameter (inches)	Total Depth (feet)	Cased Depth (feet)	Pump Capacity (gpm)	Aquifer	Status
LH #1	AAA7566	12	394	314	381	Floridan	Existing
LH #3	AAA7567	16	604	330	793	Floridan	Existing
LH #4	AAA7568	16	570	330	787	Floridan	Existing
LH #5	AAA7569	16	671	368	780	Floridan	Existing
LH #6	---	24	677	377	1200	Floridan	Existing
LH #7	---	16	499	274	900	Floridan	Proposed
LH #8	---	16	499	274	900	Floridan	Proposed

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

STAFF REPORT

TO: Governing Board

FROM: Regulatory Division

DATE: October 15, 2013

SUBJECT: Request for Renewal of Individual Water Use Permit No. 20080015
Individual Water Use Permit Application No. I07415

Applicant: Woerner Development, Inc.

Location: State Road 20, approximately seven miles west of Clarksville
Calhoun County, Permit Area B
Sections 11 and 12; Township 1 South; Range 11 West

Use: Agriculture Irrigation, Limited Public Supply, and Other Outside Uses

Water Source: Floridan Aquifer

Facilities:

Facility Number	Florida Unique ID	Diameter (inches)	Total Depth (feet)	Cased Depth (feet)	Pump Capacity (gpm)	Use	Well Status
WD #1	AAL8701	12	700	252	1,000	Irrigation	Existing
WD #2	AAM5908	12	700	250	1,000	Irrigation	Existing
WD #3	AAN5375	12	510	255	1,200	Irrigation	Existing
WD #4	AAN5023	12	680	290	1,000	Irrigation	Existing
WD #5	AAN5332	12	530	244	1,000	Irrigation	Existing
WD #6	AAL1087	8	703	265	100	Potable/Other	Existing
OW #1	AAL1502	4	560	255	0	Monitoring	Existing
OW #2	AAL1501	4	255	235	0	Monitoring	Existing
OW #4	AAL8346	4	135	110	0	Monitoring	Existing

Capacity: 5,300 Gallons per Minute; 7,632,000 Gallons per Day

Withdrawal Information:

Water Use	Permitted	Use*	Requested	Recommended
Average Day (GPD)	1,360,000	952,896	1,360,000	1,360,000
Maximum Day (GPD)	3,500,000	3,466,500	3,500,000	3,500,000
Maximum Month (GAL)	100,200,000	64,986,000	100,200,000	100,200,000

*2012 withdrawals

Staff Evaluation:

Woerner Development, Inc. (Woerner) is requesting renewal of Individual Water Use Permit (IWUP) No. 20080015 for agricultural irrigation and limited public supply uses in southwest Calhoun County. The request involves utilizing five wells for the irrigation of 820 acres of sod and one small-diameter well to provide potable water for farm personnel. The Permittee is requesting no change to their currently authorized amounts. The Permittee has generally complied with the terms and conditions of the permit.

Staff previously utilized the Agricultural Field Scale Irrigation Requirements Simulations (AFSIRS) to determine irrigation demand associated with 820 acres of sod, as identified in the application. Staff recommends the AFSIRS derived amounts in addition to the requested other outside use and potable demands of the farm which are minor and reasonable.

Staff analyzed potential impacts to the Floridan aquifer associated with the currently authorized amounts by evaluating measured drawdown in the monitoring wells on site with respect to pumping that occurred during the period of the previous permit. Approximately 14 feet of drawdown was observed in both Floridan aquifer wells during periods when pumping approached the authorized amounts, which agree with previously modeled estimates of drawdown. Woerner's groundwater withdrawals represent an existing use where the predicted drawdown of the Floridan Aquifer has already occurred. No harm to existing legal users is anticipated to occur from the continued withdrawals and the Permittee will be required to continue monitoring to ensure unanticipated impacts do not occur during the permit duration.

Conclusions and Staff Recommendations:

It is the determination of the staff that the water use amounts recommended, as conditioned, are reasonable-beneficial, consistent with the public's interest, and will not cause significant harm to the water resources of the area or to known and adjacent legal users. This determination has been made according to the provisions of Chapter 373, Florida Statutes, and Chapter 40A-2, Florida Administrative Code.

Staff recommends that the applicant be granted an Individual Water Use Permit for an annual average daily withdrawal of 1,360,000 gallons, a maximum daily withdrawal of 3,500,000 gallons, and a maximum monthly withdrawal of 100,200,000 gallons. Staff also recommends that the permit's expiration date be December 1, 2033, and that the permit be conditioned as per the terms and Standard Conditions of the permit document (NFWFMD Form No. A2-E) and the following Specific Conditions:

1. The Permittee shall include the Individual Water Use Permit number and each well's Florida Unique Identification Number when submitting reports or otherwise corresponding with the District.
2. The Permittee shall maintain, in working order, in-line, totalizing flow meters on each production well. The meters shall be maintained to be at least 95% accurate and any meter determined defective must be replaced within 30 days of its discovery. The Permittee, by July 31, 2020, July 31, 2027, and July 31, 2033, shall submit documentation of the flow meter calibration and accuracy rating to the District.
3. The Permittee shall record the data required on Water Use Summary Reporting Form NFWFMD A2-I for its agriculture irrigation use wells (WD #1-WD #6). The Permittee, by July 31 and January 31 of each year, shall submit the report to the District for the preceding six months water use. The Permittee, if preferred, may submit the report electronically by downloading the correct form from

the District website, filling it out properly and emailing it to compliance@nwfwmnd.state.fl.us. The report for the year 2013 is due by January 31, 2014.

4. The Permittee shall maintain observation wells OW #1, OW #2 and OW #4, in proper condition, for monitoring purposes. If any monitor well should become unsuitable for its intended purpose, the Permittee shall properly plug and abandon the unsuitable well and construct a replacement well within 60 days of being notified by the District.
5. The Permittee, during the first two weeks of each month, shall measure the static water level of wells OW #1, OW #2 and OW #4 and, by the last day of that same month, shall submit results of the measurements to the District. The Permittee shall report depth-to-water at 0.01-ft precision relative to a pre-defined measure point. The Permittee shall report date and time of measurement and depth-to-water below measure point.
6. The Permittee shall utilize and maintain irrigation systems that provide for an irrigation efficiency of 90% or greater. The Permittee, in conjunction with its annual water use summary report, shall certify that the irrigation systems are meeting their respective efficiency requirements. The Permittee shall ensure that any new irrigation system(s) purchased has an efficiency rating of 90% or greater.
7. The Permittee, within the first two weeks of each January, April, July, and October, shall sample well WD #1 (agriculture irrigation well in the northeast corner of the property) for water quality analysis. Each water quality analysis shall test for the following analytes: total sodium, total chloride, and total dissolved solids. The Permittee shall purge at least three Well volumes from the well, and shall report with each set of test results, the duration of purging, purge volume, and purge rates used. The samples shall be analyzed by a laboratory with a FDEP approved Comprehensive Quality Assurance Plan (CompQAP). The Permittee shall submit the water quality analysis results to the District no later than the last day of the month following each month of sampling.
8. The Permittee shall actively pursue acquisition of reuse water. The Permittee, at the time it becomes available, shall maximize the use of reuse water for its irrigation demand and reduce use of the Floridan aquifer by an equivalent amount.
9. The Permittee, by January 31, 2022, shall submit either a letter stating that reclaimed water has been fully implemented at the facility or a report detailing the feasibility of obtaining reclaimed water for its irrigation needs. The Permittee shall base the feasibility report on the Florida Department of Environmental Protection document, *Guidelines for the Preparation of Reuse Feasibility Studies for Consumptive Use Applicants*.
10. The Permittee, per the manufacturer's recommendations, shall periodically evaluate the efficiency of each of its irrigation units and undertake necessary maintenance, repairs and upgrades to provide for the proper efficiency of its equipment. The Permittee shall maintain the irrigation system to prevent wasteful runoff associated with irrigation. The Permittee, in conjunction with its annual water use summary report, shall certify that the irrigation system is being maintained per the manufacturer's recommendations.
11. The Permittee, as required by section 487.064, Florida Statutes, shall equip any well and irrigation system with an anti-siphoning device if chemicals are to be applied through the irrigation system.
12. The Permittee, by January 31 of each year, shall provide a description of best management practices implemented during the previous year.

13. The Permittee shall mitigate impacts that interfere with users of groundwater in the area. Mitigation may include modification of the Permittee's pumping schedule (i.e., duration, withdrawal rates, time of day, etc.), the lowering of the affected pump(s) or the replacement of the well(s). The Permittee, upon receipt of an allegation of interference, shall retain the services of a licensed water well contractor or professional geologist to investigate the alleged interference. The Permittee shall ensure their chosen contractor investigates any alleged interference within 48 hours of the allegation being made. If it is determined that the use of a well has been impaired as a result of the Permittee's operation, the Permittee shall undertake the required mitigation. The Permittee shall be responsible for the payment of services rendered by the licensed water well contractor and/or professional geologist. The Permittee, within 30 days of any allegation of interference, shall submit a report to the District including the date of the allegation, the name and contact information of the party making the allegation, the result of the investigation made and any mitigation action undertaken.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Period Ending September 30, 2013

Balance Forward - Operating Funds	\$72,586,085.97	
Operating Funds Received in current month:		
Revenue Receipts, Current	\$250,845.19	
Contracts Receivable	122,492.72	
Other Deposits/Refunds/Adjustments	158,301.44	
Transfers from Lands Accounts	0.00	
Total Deposits during month	531,639.35	
Total Deposits and Balance Forward		\$ 73,117,725.32
Disbursements:		
Employee Salaries	383,582.59	
Employee Benefits	128,007.22	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	336,575.32	
Operating Expenses - Services	95,031.77	
Operating Expenses - Commodities	41,602.64	
Operating Capital Outlay	33,007.53	
Grants and Aids	277,470.00	
Total Operating Expenses during month	1,295,277.07	
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	17,282.90	
Total Funds Disbursed by check during month	1,312,559.97	
Bank Debits (Fees, Deposit Slips, etc.)	47.95	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed		1,312,607.92
Cash Balance Operating Funds at month end		\$ 71,805,117.40
Operating Depositories:		
Petty Cash Fund	250.25	
General Fund Checking @ 0.2%	384,044.10	
Payroll Account	6,165.45	
Pensacola Account	205.00	
Investment Accounts @ 0.18%		
General Fund	32,860,897.24	
Lands Fee Fund	8,882,957.66	
SWIM Fund	5,752,744.37	
ETDM	2,294.98	
Water Prot. & Sust. TF	5,454,226.19	
Mitigation Fund	18,007,711.22	
Fund B Deposits Frozen	453,620.94	
Total Operating Depositories at month end	\$ 71,805,117.40	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 Financial Report
 Summary Statement of Receipts, Disbursements & Cash Balances
 For Period Ending September 30, 2013

Land Acquisition Funds @ 0.18%	\$	634,855.74	
Fund B Deposits Frozen		<u>25,947.42</u>	
Total Land Acquisition Funds			660,803.16
Restricted Management Funds:			
Phipps Land Mgmt @ 0.18%		269,073.56	
Fund B Deposits Frozen		<u>3,248.17</u>	
Total Land Acquisition Funds			272,321.73
Total Land Acquisition, and Restricted Management Funds			<u>933,124.89</u>
TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END			<u><u>\$ 72,738,242.29</u></u>

Approved: _____
 Chairman or Executive Director

Date: November 14, 2013

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Month ending September 30, 2013
(Nonfinal and Unaudited)*

	Current Budget	Actuals Through 9/30/2013	Variance		Actuals As A % of Budget
			(under)/Over Budget	Budget	
Sources					
Ad Valorem Property Taxes	\$ 3,287,425	\$ 3,139,750	\$ (147,675)		96%
Intergovernmental Revenues	15,627,194	4,060,075	(11,567,119)		26%
Interest on Invested Funds	166,147	129,134	(37,013)		78%
License and Permit Fees	358,500	301,800	(56,700)		84%
Other	2,200,957	1,912,243	(288,714)		87%
Fund Balance	67,154,689	(67,154,689)			0%
Total Sources	\$ 88,794,912	\$ 9,543,002	\$ (79,251,910)		11%

	Current Budget	Expenditures	Encumbrances ¹	Available	
				Budget	%Obligated ²
Uses					
Water Resources Planning and Monitoring	\$ 4,731,449	\$ 2,469,366	\$ 165	\$ 2,261,918	52%
Acquisition, Restoration and Public Works	14,293,735	2,743,464	-	11,550,271	19%
Operation and Maintenance of Lands and Works	4,130,863	2,751,075	100	1,379,688	67%
Regulation	3,305,574	2,968,106	7,991	329,477	90%
Outreach	172,085	121,165	-	50,920	70%
Management and Administration	2,540,562	1,899,775	1,865	638,923	75%
Total Uses	\$ 29,174,268	\$ 12,952,951	\$ 10,121	\$ 16,211,197	44%
Reserves	59,620,644			59,620,644	0%
Total Uses and Reserves	\$ 88,794,912	\$ 12,952,951	\$ 10,121	\$ 75,831,841	15%

¹ Encumbrances represent unexpended balances of open purchase orders and contracts.

² Represents the sum of expenditures and encumbrances as a percentage of the available budget.

This unaudited financial statement is prepared as of September 30, 2013, and covers the interim period since the most recent audited financial statements.

*** This financial statement is nonfinal. There are unrecorded revenues, expenditures and year end adjusting entries which are not reflected in the numbers above.**

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

SEPTEMBER 2013

CHECKS	9/4/2013	141,162.17	
AP EFT CHECKS	9/4/2013	268.15	
CHECKS	9/11/2013	295,242.89	
AP EFT CHECKS	9/13/2013	542.48	
CHECKS	9/18/2013	264,955.88	
AP EFT CHECKS	9/20/2013	1,233.44	
CHECKS	9/26/2013	97,227.39	
AP EFT CHECKS	9/25/2013	387.59	
RETIREMENT EFT	9/4/2012	48,782.92	
RETIREMENT EFT	9/28/2012	49,559.63	
VOIDED CHECK	9/30/2013	-49.83	
			\$ <u><u>899,312.71</u></u>

Chairman or Executive Director

November 14, 2013

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4180	BA MERCHANT SERVICES	165.85	09/04/2013	TRANSACTION FEES FOR E-PERMITT
2924	BAY COUNTY HEALTH DEPARTMENT	165.00	09/04/2013	LIMITED USE WATER PERMIT
4061	BRIAN WILLIAM TAYLOR	80.00	09/04/2013	LAWN SERVICE FOR MARIANNA
319	THE COUNTY RECORD	24.00	09/04/2013	LEGAL AD
3461	DANIELS JANITORIAL SERVICE	750.00	09/04/2013	JANITORIAL SERVICE FOR CRESTVI
2241	DEPT. OF THE INTERIOR - USGS	21,510.00	09/04/2013	YELLOW RIVER GAUGING
2241	DEPT. OF THE INTERIOR - USGS	17,915.00	09/04/2013	TELOGIA CREEK GAUGING
45	DMS	112.55	09/04/2013	MFO ACTUAL CHARGES
2702	FISH AND WILDLIFE	10,072.48	09/04/2013	LAW ENFORCEMENT/SECURITY SERVI
65	GADSDEN COUNTY TIMES	37.25	09/04/2013	LEGAL AD
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	30.00	09/04/2013	MONITORING FOR CRESTVIEW
3282	W.W. GRAINGER, INC.	19.48	09/04/2013	GLASS BARS FOR FIRE ALARM PULL
2941	HACH COMPANY	18,007.53	09/04/2013	SUBMERSIBLE WATER LEVEL SENSOR
247	HOLMES COUNTY TAX COLLECTOR	0.35	09/04/2013	REFUND OF TAXES
4921	JACKSON COUNTY UTILITIES	29.00	09/04/2013	WATER SERVICE MFO
64	PANAMA CITY NEWS HERALD	194.72	09/04/2013	LEGAL AD FOR RFP #13-003
4294	PANHANDLE KEY & SAFE, INC.	16.95	09/04/2013	THUMB TURN LOCK
4854	PANHANDLE STUMP & TREE SERVICE, INC.	1,450.00	09/04/2013	HAZARDOUS TREE REMOVAL AND TRI
4960	PARKWAY CAR CARE CENTER, INC.	923.86	09/04/2013	ENGINE SERVICE FOR 25HP MERCUR
3813	PENNINGTON, P.A.	7,492.40	09/04/2013	LEGAL FEES
4114	CITY OF PORT ST. JOE	41,625.00	09/04/2013	CHIPOLA PUMP STATION REPAIRS
4136	RICOH AMERICAS CORPORATION	318.95	09/04/2013	RICOH COPIER
1650	JAMES I. MILLER	300.00	09/04/2013	REVIEW TITLE EXCEPTIONS AND LE
4799	STAPLES CONTRACT & COMMERCIAL, INC.	770.61	09/04/2013	INK CARTRIDGES FOR HP PRINTER
4286	ULINE, INC.	238.60	09/04/2013	FOAM BOARDS
4557	VERIZON WIRELESS	310.18	09/04/2013	CELL PHONES
4270	VIEUX & ASSOCIATES, INC.	14,400.00	09/04/2013	GAGE ADJUSTED RADAR RAINFALL A
1305	WASTE MANAGEMENT - LEON COUNTY, INC	53.62	09/04/2013	MFO SOLID WASTE
4626	WASTE PRO OF FLORIDA, INC	148.79	09/04/2013	SOLID WASTE HQ
3048	YATES CONTRACTING, INC.	2,375.00	09/04/2013	ROAD REPAIR MATERIALS FOR CART
5005	MAKOTO D. YOSHIKAWA	1,625.00	09/04/2013	CONSULTING SERVICES FOR CIO RE

TOTAL CHECKS 141,162.17

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP COMPUTER PAID/EFT CHECK REGISTER

3080	STEVEN COSTA	120.00	09/04/2013	EMPLOYEE TRAVEL
4961	PETER FOLLAND	120.00	09/04/2013	EMPLOYEE TRAVEL
4934	JON STEVERSON	28.15	09/04/2013	GAS REIMBURSEMENT

TOTAL ACH TRANSFER 268.15

TOTAL AP 141,430.32

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4812	ALL AMERICAN RENTALS, INC.	140.00	09/11/2013	PORTABLE TOILETS
4812	ALL AMERICAN RENTALS, INC.	140.00	09/11/2013	PORTABLE TOILETS
5013	AMEC ENVIRONMENT & INFRASTRUCTURE, INC.	650.00	09/11/2013	ENVIRONMENTAL SITE OBSERVATION
3586	ATTACK-ONE FIRE MANAGEMENT SVCS	3,752.20	09/11/2013	ATTACK ONE FIRE MGT-PREScribed
3586	ATTACK-ONE FIRE MANAGEMENT SVCS	1,105.10	09/11/2013	ATTACK ONE FIRE MGT-PREScribed
5003	THE BALMORAL GROUP, LLC	3,878.50	09/11/2013	CONTRACT 13-025
2417	BEARD EQUIPMENT COMPANY, INC.	996.18	09/11/2013	TS 100 TRACTOR REPAIRS
4654	CERIDIAN BENEFITS SERVICES, INC	125.00	09/11/2013	ADMIN FEES FOR FSA
4455	CITY OF BLOUNTSTOWN	235,845.00	09/11/2013	SR 20 WATERLINE REPLACEMENT PR
771	CITY OF MARIANNA	31.91	09/11/2013	MFO WATER & SEWER
5019	DONALD DAWKINS	35.00	09/11/2013	WELL PERMITTING FEE REFUND
97	THE DEFUNIACK HERALD	29.25	09/11/2013	LEGAL AD
2241	DEPT. OF THE INTERIOR - USGS	8,125.00	09/11/2013	APALACHICOLA RIVER GAUGING
2062	DISPOSAL SERVICES, LLC	388.40	09/11/2013	ROLL OFF DUMPSTER
45	DMS	1,245.35	09/11/2013	CARR PHONES
45	DMS	70.12	09/11/2013	MILTON PHONE
45	DMS	144.00	09/11/2013	WEB SERVER
45	DMS	1,444.34	09/11/2013	HQ LONG DISTANCE
45	DMS	1,329.04	09/11/2013	CRESTVIEW PHONE
4748	EAST MILTON WATER SYSTEM	32.77	09/11/2013	MILTON WATER
3272	ELITE FIRE & SAFETY	330.00	09/11/2013	COMPONENTS FOR FIRE PUMP
3782	FLORIDA FORESTRY ASSOCIATION	125.00	09/11/2013	REGISTRATION FOR FL. FORESTRY
3710	FLORIDA DEPT OF STATE	258.21	09/11/2013	40A-2 RULE AMENDMENTS
3337	FORESTECH CONSULTING	5,326.50	09/11/2013	F4 TECH FOR LAND MANAGEMENT DA
916	GULF POWER COMPANY	741.09	09/11/2013	CFO ELECTRIC
916	GULF POWER COMPANY	587.35	09/11/2013	MILTON ELECTRIC
4607	MAIL FINANCE INC	205.00	09/11/2013	POSTAGE METER LEASE AGREEMENT-
5020	CHARLES HEATON	1,340.00	09/11/2013	REFUND FOR WITHDRAWN A#2197
2029	HILLER SYSTEMS, INC	144.00	09/11/2013	ANNUAL FIRE EXTINGUISHER INSPE
2029	HILLER SYSTEMS, INC	324.00	09/11/2013	ANNUAL FIRE EXTINGUISHER INSPE
2268	INNOVATIVE OFFICE SOLUTIONS, INC	918.00	09/11/2013	MAINTENANCE - AUGUST
411	FEDEX OFFICE	11.24	09/11/2013	SHIPPING SONTEK SW METER FOR R
3921	KOUNTRY RENTAL, INC.	4,013.25	09/11/2013	RENTAL AND SERVICE OF PORTABLE

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP COMPUTER PAID/EFT CHECK REGISTER

2299	LIBERTY COUNTY SOLID WASTE		09/11/2013	28.00	SOLID WASTE FLORIDA RIVER
3266	LOWE'S COMPANIES INC.		09/11/2013	317.12	GENERAL SUPPLIES
3266	LOWE'S COMPANIES INC.		09/11/2013	18.92	LIGHT BULBS
3266	LOWE'S COMPANIES INC.		09/11/2013	155.04	CEILING TILES
3215	MEDIA TRACKING, INC.		09/11/2013	507.00	FLORIDA NEWS MONITORING SERVIC
4382	J. MILLER CONSTRUCTION, INC.		09/11/2013	4,680.67	CRUSHED CONCRETE ROAD REPAIR M
4382	J. MILLER CONSTRUCTION, INC.		09/11/2013	1,360.00	DOZER AND OPERATOR WORK AT FRA
1463	ORACLE CORPORATION		09/11/2013	998.25	ORACLE DATABASE STANDARD EDITI
2663	PATIENTS FIRST APPEYARD, INC		09/11/2013	49.00	PRE EMPLOYMENT, DOT & POST AC
2663	PATIENTS FIRST APPEYARD, INC		09/11/2013	49.00	PRE EMPLOYMENT, DOT & POST AC
2663	PATIENTS FIRST APPEYARD, INC		09/11/2013	49.00	PRE EMPLOYMENT, DOT & POST AC
2663	PATIENTS FIRST APPEYARD, INC		09/11/2013	49.00	PRE EMPLOYMENT, DOT & POST AC
62	PENSACOLA NEWS-JOURNAL		09/11/2013	110.82	40A-2 RULE AMENDMENTS
62	PENSACOLA NEWS-JOURNAL		09/11/2013	289.26	LEGAL AD
107	TALLAHASSEE STAMP CO.		09/11/2013	65.00	DATE STAMPS
110	TALQUIN ELECTRIC COOPERATIVE, INC.		09/11/2013	4,771.68	ELEC HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.		09/11/2013	72.00	SECURITY LIGHTS HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.		09/11/2013	108.51	HQ WATER
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.		09/11/2013	4,190.00	PUBLIC RECREATION SITE CLEAN U
4289	TRI STATE EMPLOYMENT SERVICE, INC.		09/11/2013	275.00	TEMP SERVICES
4557	VERIZON WIRELESS		09/11/2013	875.62	BB & AIRCARDS
424	WALTON COUNTY TAX COLLECTOR		09/11/2013	4.55	REFUND OF TAXES
4968	WANTMAN GROUP, INC.		09/11/2013	1,100.00	BOUNDARY MAP/ACREAGE CERTIFICA
4774	JOHN T WILLIAMSON		09/11/2013	165.00	JANITORIAL SERVICE FOR MILTON
3048	YATES CONTRACTING, INC.		09/11/2013	1,123.65	RIP RAP ROCK
	TOTAL CHECKS			295,242.89	
3305	MARIA JORDAN		09/13/2013	32.26	MILEAGE REIMBURSEMENT
2434	JERRICK SAQUIBAL		09/13/2013	510.22	EMPLOYEE TRAVEL
	TOTAL ACH			542.48	
	TOTAL AP			295,785.37	

COMPUTER PAID/EFT CHECK REGISTER

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

VENDOR NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4923 JOHN ALTER	61.41	09/18/2013	BOARD TRAVEL
3586 ATTACK-ONE FIRE MANAGEMENT SVCS	2,672.80	09/18/2013	ATTACK ONE FIRE MGT-PRESCRIBED
3805 BANK OF AMERICA	15,468.50	09/18/2013	SARTOR TRACT CLOSING
4778 BENSON'S HEATING AND AIR CONDITIONING, INC.	658.00	09/18/2013	REPLACE LIQUID LINE DRYER IN L
4778 BENSON'S HEATING AND AIR CONDITIONING, INC.	100.00	09/18/2013	REPLACE LIQUID LINE DRYER IN L
3164 STEPHANIE BLOYD	104.13	09/18/2013	BOARD TRAVEL
3485 CDM SMITH, INC.	21,052.00	09/18/2013	13-032 PE SERVICES APALA. RV AND BAY BASINS
3269 CDW GOVERNMENT, INC.	60.29	09/18/2013	PRINTER SUPPLIES, PROJECTOR CA
3269 CDW GOVERNMENT, INC.	97.27	09/18/2013	LTO TAPES & IT SUPPLIES
4676 CITY OF MILTON FLORIDA	53.04	09/18/2013	SEWER MILTON
4676 CITY OF MILTON FLORIDA	35.50	09/18/2013	DUMPSTER SERVICE
3289 CITY OF TALLAHASSEE	33.47	09/18/2013	LAKESHORE & I10
4032 COMPUQUIP TECHNOLOGIES, INC.	31,992.00	09/18/2013	FIREWALL - CHECK POINT MAINTEN
3590 DACAR FIRE PROTECTION INC.	1,320.00	09/18/2013	ANNUAL BACKFLOW TESTING FOR HQ
97 THE DEFUNIACK HERALD	27.00	09/18/2013	LEGAL AD
4945 MARCUS A. DIXON	75.00	09/18/2013	SECURITY FOR GOVERNING BOARD M
45 DMS	48.42	09/18/2013	WEB CONFERENCING
4963 ECOLOGICAL RESOURCE CONSULTANTS, INC.	14,000.00	09/18/2013	PLUM CREEK 12-036 TASK 6
4963 ECOLOGICAL RESOURCE CONSULTANTS, INC.	23,963.00	09/18/2013	YELLOW RIVER 12-036 TASK 4
4963 ECOLOGICAL RESOURCE CONSULTANTS, INC.	35,014.00	09/18/2013	DUTEX 12-036 TASK 5
4855 ENVIRON SERVICES INCORPORATED	1,552.00	09/18/2013	ENVIRON SERVICES-HQ JANITORIAL
20 EXECUTIVE OFFICE FURNITURE, INC	8,074.00	09/18/2013	CHAIRS FOR BOARD ROOM
4273 ROBERT T. MIXON	150.00	09/18/2013	SAFETY SUPPLIES
2291 GULF COAST ELECTRIC COOPERATIVE,INC	476.30	09/18/2013	EFO ELECTRIC SERVICE
3003 HAVANA FORD, INC.	32.65	09/18/2013	OPEN PURCHASE ORDER FOR REG IN
2969 INTEROCEAN SYSTEMS, INC.	804.50	09/18/2013	WATER VELOCITY METER REPAIR
2969 INTEROCEAN SYSTEMS, INC.	750.00	09/18/2013	SERVICE AND CALIBRATION OF WAK
61 JACKSON COUNTY FLORIDAN	63.55	09/18/2013	40A-2 RULE AMENDMENTS
61 JACKSON COUNTY FLORIDAN	85.00	09/18/2013	LEGAL AD
61 JACKSON COUNTY FLORIDAN	92.80	09/18/2013	LEGAL AD
3589 JOHNSON COMMUNICATIONS, INC.	1,310.60	09/18/2013	REPAIR OF ELECTRICAL GATE AT M
4952 LAW, REDD, CRONA & MUNROE, P.A.	12,442.50	09/18/2013	AUDIT WORK
4986 PATRICIA LUJAN	7,374.16	09/18/2013	OCT CFO LEASE PAYMENT
5014 NBF MOVING, LLC	597.50	09/18/2013	FURNITURE RELOCATION
63 NORTHWEST FLORIDA DAILY NEWS	244.40	09/18/2013	LEGAL AD
1205 OFFICE DEPOT, INC.	22.39	09/18/2013	OFFICE SUPPLIES

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

1205	OFFICE DEPOT, INC.		09/18/2013	67.41	OFFICE SUPPLIES
64	PANAMA CITY NEWS HERALD		09/18/2013	100.76	LEGAL AD
64	PANAMA CITY NEWS HERALD		09/18/2013	74.30	40A-2 RULE AMENDMENTS
3876	TELEDYNE RD INSTRUMENTS		09/18/2013	727.57	ADCP METER POWER AND COM CABLE
4971	ROBERT "MIKE" SEEDERS PLUMBING, INC.		09/18/2013	120.00	PLUMBING REPAIR
3960	GEORGE ROBERTS		09/18/2013	81.88	BOARD TRAVEL
523	SANTA ROSA PRESS GAZETTE		09/18/2013	177.00	LEGAL AD
523	SANTA ROSA PRESS GAZETTE		09/18/2013	94.69	LEGAL AD
523	SANTA ROSA PRESS GAZETTE		09/18/2013	132.88	LEGAL AD
5010	SCG GOVERNMENTAL AFFAIRS, LLC		09/18/2013	1,000.00	CONSULTING SERVICES
4059	SNARR ENTERPRISES		09/18/2013	59,740.00	TREASURE ROAD HYDROLOGIC ENHAN
4059	SNARR ENTERPRISES		09/18/2013	14,935.00	RTRN PERF BOND ITB 13B-006
4577	SOUTHERN TIRE MART, LLC		09/18/2013	177.13	NEW TIRE FOR WMD 2410 (GOOSENE
4799	STAPLES CONTRACT & COMMERCIAL, INC.		09/18/2013	436.08	TONER
5009	TALLAHASSEE SERVICE INDUSTRIES, LLC		09/18/2013	5,965.00	EXECUTIVE OFFICE RENOVATIONS
120	U. S. POST OFFICE - MIDWAY		09/18/2013	92.00	FOREVER STAMPS FOR THE MARIANN
382	WASHINGTON COUNTY NEWS		09/18/2013	126.00	LEGAL AD

TOTAL CHECKS 264,955.88

3506	THOMAS E. BROWN		09/20/2013	151.37	EMPLOYEE TRAVEL
982	WILLIAM O. CLECKLEY		09/20/2013	240.90	EMPLOYEE TRAVEL
3305	MARIA JORDAN		09/20/2013	35.29	MILEAGE REIMBURSEMENT
4305	DANA PALERMO		09/20/2013	574.89	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH		09/20/2013	230.99	EMPLOYEE TRAVEL

TOTAL ACH TRANSFER 1,233.44

TOTAL AP 266,189.32

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4881	SUNSHINE CAR CARE, LLC	191.40	09/26/2013	OPEN PURCHASE ORDER-ERP
4280	B & B SMALL ENGINE REPAIRS & SALES, INC.	222.56	09/26/2013	REPAIR/SERVICE OF 2 PONY MOTOR
2967	BANK OF AMERICA	375.00	09/26/2013	REG. FEE GULF POWER SYMPOSIUM
2967	BANK OF AMERICA	125.00	09/26/2013	REGISTRATION FEE
2992	BANK OF AMERICA	128.46	09/26/2013	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	483.66	09/26/2013	PAYMENT PORTAL FOR WELL PERMIT
2992	BANK OF AMERICA	955.19	09/26/2013	ACCOUNT ANALYSIS
4051	BUSINESS INFORMATION SYSTEMS, INC.	1,050.00	09/26/2013	DIGITAL RECORDING SOFTWARE CON
4845	CALHOUN COUNTY SHERIFF'S OFFICE	2,034.08	09/26/2013	CALHOUN CO SHERIFF-LAW ENFCMT/
3269	CDW GOVERNMENT, INC.	2,228.40	09/26/2013	LTO TAPES & IT SUPPLIES
5024	MICHAEL FLEMMING	150.00	09/26/2013	INSPECTION OF SWIM BULDING.
3524	CITY OF CRESTVIEW	80.85	09/26/2013	CFO WATER & SEWER
1035	COLE-PARMER INSTRUMENT COMPANY	538.95	09/26/2013	FIELD SUPPLIES
2820	CONTINENTAL MILANO IMAGING PRODUCTS	460.00	09/26/2013	PLOTTER PAPER
5007	DEC ENGINEERING, INC	890.00	09/26/2013	STRUCTURAL ANALYSIS
45	DMS	13.91	09/26/2013	MFO & MILTON LONG DISTANCE
45	DMS	7,472.37	09/26/2013	ETHERNET ALL LOCATIONS
3424	DURRA-QUICK-PRINT INC.	15.00	09/26/2013	BUSINESS CARDS LYLE HATCHETT
3424	DURRA-QUICK-PRINT INC.	15.00	09/26/2013	BUSINESS CARDS - E CHELETTE
4103	EDDIE ENGLISH COMPANY, INC.	1,366.01	09/26/2013	REPAIR TRAILER WMD-96209
4949	MICHAEL EDGAR	19.14	09/26/2013	MILEAGE REIMBURSEMENT
2972	EDWARDS FIRE PROTECTION, INC.	75.00	09/26/2013	FIRE EXTINGUISHER INSPECTIONS
3272	ELITE FIRE & SAFETY	55.00	09/26/2013	COMPONENTS FOR FIRE PUMP
4855	ENVIRON SERVICES INCORPORATED	275.00	09/26/2013	JANITORIAL SERVICES FOR MARIAN
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	12,058.46	09/26/2013	AUGUST FUEL CHARGES
3710	FLORIDA DEPT OF STATE	28.31	09/26/2013	40A-2 RULE AMENDMENTS
2702	FISH AND WILDLIFE	4,164.13	09/26/2013	LAW ENFORCEMENT/SECURITY SERVI
2702	FISH AND WILDLIFE	5,978.72	09/26/2013	LAW ENFORCEMENT/SECURITY SERVI
24	FLORIDA PUBLIC UTILITIES COMPANY	566.75	09/26/2013	MFO ELECTRIC
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	53.39	09/26/2013	LEGAL/FAR AD GB MEETING SEPTEM
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	735.02	09/26/2013	GROUNDWATER PUMP SAMPLE TUBING
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	608.55	09/26/2013	GROUNDWATER SAMPLING PUMP POWE
3282	W.W. GRAINGER, INC.	256.50	09/26/2013	FIELD SUPPLIES
410	GULF COUNTY TAX COLLECTOR	1.85	09/26/2013	REFUND OF TAXES
410	GULF COUNTY TAX COLLECTOR	10.96	09/26/2013	REFUND OF TAXES

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

5029	JAMES LYLE HATCHETT	151.37	09/26/2013	EMPLOYEE TRAVEL
4317	HHH CONSTRUCTION OF NWF, INC.	340.00	09/26/2013	INSTALLATION OF HEAVY DUTY PIP
3942	A & W VENTURES, L.C.	151.34	09/26/2013	PORTABLE TOILET
3942	A & W VENTURES, L.C.	151.34	09/26/2013	PORTABLE TOILET
4838	HYDROGAGE, INC	49.83	09/26/2013	EFO AND 800#'S
2268	INNOVATIVE OFFICE SOLUTIONS, INC	320.00	09/26/2013	ADDING NEW PHONES LINES TO CAR
61	JACKSON COUNTY FLORIDAN	88.90	09/26/2013	LEGAL AD
3266	LOWE'S COMPANIES INC.	189.96	09/26/2013	CEILING FANS FOR EXECUTIVE DIR
3266	LOWE'S COMPANIES INC.	81.68	09/26/2013	PLUMBING SUPPLIES
3266	LOWE'S COMPANIES INC.	211.13	09/26/2013	FLORIDA TRAIL, LOOK AND TREMBL
3266	LOWE'S COMPANIES INC.	26.52	09/26/2013	FIELD SUPPLIES
3266	LOWE'S COMPANIES INC.	212.33	09/26/2013	GENERAL SUPPLIES
4835	NORTHSIDE NEW HOLLAND, INC.	36.94	09/26/2013	TS100 FUEL FILTER
3630	VEOLIA ES SOLID WASTE SOUTHEAST, INC.	124.00	09/26/2013	DUMPSTERS FOR ECONFINA & CANOE
2663	PATIENTS FIRST APPELYARD, INC	49.00	09/26/2013	PRE EMPLOYMENT, DOT & POST AC
2663	PATIENTS FIRST APPELYARD, INC	49.00	09/26/2013	PRE EMPLOYMENT, DOT & POST AC
2663	PATIENTS FIRST APPELYARD, INC	49.00	09/26/2013	PRE EMPLOYMENT, DOT & POST AC
4081	TSWS, INC.	1,435.00	09/26/2013	PORTABLE TOILETS
1180	PRIDE ENTERPRISES	3,253.17	09/26/2013	SIGNS
4091	THE SHOE BOX	132.99	09/26/2013	WORK BOOTS
4091	THE SHOE BOX	150.00	09/26/2013	SAFETY BOOTS
3588	TATUM'S HARDWARE & SUPPLY, INC.	247.27	09/26/2013	BRIDGE MATERIALS AND SPRAY RIG
3696	URS CORPORATION	1,406.00	09/26/2013	TASK 92 CNT 07-029
3696	URS CORPORATION	6,250.00	09/26/2013	TASK 91 CNT 07-029
3696	URS CORPORATION	900.00	09/26/2013	TASK 90 CNT 07-029
3696	URS CORPORATION	7,080.00	09/26/2013	TASK 81 CNT 07-029
3696	URS CORPORATION	4,880.00	09/26/2013	TASK 58 CNT 07-029
3696	URS CORPORATION	9,200.00	09/26/2013	TASK 57 CNT 07-029
3696	URS CORPORATION	4,000.00	09/26/2013	TASK 40 CNT 07-029
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	12,328.00	09/26/2013	LAW ENFORCEMENT/SECURITY ON DI

TOTAL CHECKS

97,227.39

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

4842	BARBARA BOSTER	27.59	09/25/2013	ROUND TRIP TO MILTON
4961	PETER FOLLAND	220.00	09/25/2013	EMPLOYEE TRAVEL
4961	PETER FOLLAND	140.00	09/25/2013	EMPLOYEE TRAVEL

TOTAL ACH TRANSFER

387.59

TOTAL AP

97,614.98

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

SEPTEMBER 2013

DIRECT DEPOSIT	9/06/2013	192,865.65
CHECKS	9/06/2013	8,769.74
FLEX SPENDING TRANSFER	TF170	1,637.99
DIRECT DEPOSIT	9/20/2013	194,567.52
CHECKS	9/20/2013	13,768.37
FLEX SPENDING TRANSFER	TF173	1,637.99

\$ 413,247.26

APPROVED:

Chairman or Executive Director

November 14, 2013

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board
FROM: Nick Wooten, Chief, Bureau of Surface and Ground Water Management
THROUGH: Guy Gowens, Director, Division of Resource Management
DATE: October 30, 2013
SUBJECT: Consideration of Agreements with the Florida Department of Environmental Protection and the Florida Department of Agriculture and Consumer Services for Springs Protection Projects

Recommendation:

Staff recommends that the Governing Board authorize the Executive Director to enter into an agreement with the Florida Department of Environmental Protection (FDEP) to provide up to \$1,129,000 in grant funding for Springs Protection projects in Northwest Florida. Combined with funding from participating agencies and producers, this funding will contribute an estimated \$2,643,711 in Springs Protection projects in the District.

In addition, staff recommends that the Governing Board authorize the Executive Director to enter into an agreement with the Florida Department of Agriculture and Consumer Services (FDACS) to implement an Agricultural Best Management Practice Equipment Cost Share Grant Program within the Jackson Blue Spring Area in Jackson County as part of the Springs Protection Projects.

Discussion:

The FDEP is providing the District with funding to implement springs protection projects in the Jackson Blue Spring area in Jackson County and Williford Spring in Washington County. In Jackson County, \$752,000 of the \$1,129,000 funding from FDEP will be used to pay for Mobile Irrigation Lab (MIL) services and equipment costs to increase efficiency and conserve water. A total of \$71,125 will be used to evaluate the efficiency of pivot irrigation systems and \$680,875 to fund an Agricultural Best Management Practice (BMP) Equipment Cost Share Grant Program. The BMP component will provide grant funding to producers to retrofit irrigation systems and purchase equipment that will conserve water and reduce the amount of fertilizer applied on crops. This cost share grant program will be administered through a partnership between the District, FDACS and the Jackson Soil and Water Conservation District to provide 75 percent of the equipment costs and producers providing 25 percent cost share. Equipment eligible through this grant program include: light-bar GPS guidance systems to prevent application overlap, flow meters and timer operated shut off devices for center pivot/fertigation systems, variable rate and section control spreaders to adjust the fertilizer application rate controls for in-field variability and other management tools that comply with FDACS Best Management Practices (BMPs).

The FDEP also will provide \$377,000 of the estimated \$1,390,000 project total for Williford Spring restoration and recreational improvements. The funding from FDEP will be used for sediment removal; spring bank restoration and protection; riparian vegetation community restoration; stormwater treatment swales; and spring entrance steps to protect the spring vent and spring run.

Attachments: Draft FDEP Agreement with Scopes of Work
Draft FDCAS Agreement with Scope of Work

A01GREEMENT NO. S0676

**STATE OF FLORIDA
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1638A OF THE 2013-2014 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, whose address is 81 Water Management District Drive, Havana, Florida 32333-4712 (hereinafter referred to as "Grantee"), a local governmental entity, to provide financial assistance for the Northwest Florida Springs Priority Projects.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan** and **Attachment A-1, Supplemental Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee", and "Recipient" are used interchangeably.
2. This Agreement shall begin upon execution by both parties and remain in effect for a period of twelve (12) months, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3. A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$1,129,000 towards the total estimated project cost of \$2,643,711 as follows:
 - i. The Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$752,000 towards the total estimated project cost of \$1,253,711 for the work identified in Attachment A, Grant Work Plan. The parties hereto understand and agree that the work in Attachment A requires at least a 40% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$501,711 through cash or third party in-kind towards the work funded under Attachment A. It is understood that any additional funds necessary for the completion of this project is the responsibility of the Grantee.
 - ii. The Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$377,000 towards the total estimated project cost of \$1,390,000 for the work identified in Attachment A-1, Supplemental Grant Work Plan. The parties hereto understand and agree that the work in Attachment A-1 requires at least a 72.9% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$1,013,000 through cash or third party in-kind towards the work funded under Attachment A-1. It is understood that any additional funds necessary for the completion of this project is the responsibility of the Grantee.
- B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of deliverables identified in **Attachment A** and **A-1**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date

of the Agreement, to assure the availability of funds for payment. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:

i. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.

ii. Travel – The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

iii. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the purchase of equipment is subject to specific approval of the Department. Include copies of invoices or receipts to document purchases, and a properly completed **Attachment D, Property Reporting Form**.

D. In addition to the invoicing requirements contained in paragraphs 3.B. and C. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be

provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

- E.
 - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
- 4.
 - A. In accordance with Section **216.181(16)(b), Florida Statutes** the Department, upon written request from the Grantee and written approval from the Chief Financial Officer, may provide an advance to the Grantee. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.
 - B. Unused funds, and interest accrued on any unused portion of advanced funds which has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.
 - C. The parties hereto acknowledge that the Chief Financial Officer may identify additional requirements which must be met in order for advance payment to be authorized. If additional requirements are imposed by the Chief Financial Officer, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the terms imposed by the Chief Financial Officer for release of the funds.
 - D. If advance payment is authorized, the Grantee shall be responsible for submitting the information requested on the Advance Payment – Interest Earned Memorandum (**Attachment E**) to the Department's Grant Manager upon request. This information shall be requested by the Grant

Manager and submitted by the Grantee on a quarterly basis in conjunction with the payment/reporting requirements established in paragraphs 3 and 6.

5. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
6.
 - A. The Grantee shall utilize **Attachment F, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. Final payment, of up to ten (10) percent of the total Agreement amount identified in paragraph 3.A., may be withheld until all work is completed, all deliverables have been submitted, match requirements have been met and the Final Project Report has been received and approved.
 - B. In accordance with Section 216.181(16)(b), Florida Statutes, the Department may, upon written request from the Grantee utilizing the **Advance Payment Justification Form** (attached hereto and made a part hereof as **Attachment G**) and written approval from the State's Chief Financial Officer, provide an advance payment to the Grantee. If advance payment is authorized, the Grantee shall report (and document as required under paragraph 3 above and the Advance Payment – Interest Earned Memorandum (attached hereto and made a part hereof as **Attachment E**) the amount of funds expended during the reporting period, the Agreement expenditures to date, interest earned during the quarter and clearly indicate the method for repayment of the interest to the Department (**see paragraph 4**).
7. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
8.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
9. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
 - A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee

shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- 10. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
- 11. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- 12.
 - A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment H, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment H** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment H**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
 - B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment H, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
14. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
15. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
16. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
17. The Department's Grant Managers (which may also be referred to as the Department's Project Manager) for this Agreement are identified below.

<u>Technical</u>	
Michael M. Scheinkman	
Florida Department of Environmental Protection	
Nonpoint Source Section	
2600 Blair Stone Road, MS# 3570	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-8521
Fax No.:	(850) 245-8434
E-mail Address:	Michael.scheinkman@dep.state.fl.us

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<u>Administrative</u>	
Connie Becker	
Florida Department of Environmental Protection	
Water Quality Restoration Program	
2600 Blair Stone Road, MS# 3510	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-5505
Fax No.:	(850) 245-8434
E-mail Address:	Connie.L.Becker@dep.state.fl.us

18. The Grantee's Grant Manager for this Agreement is identified below.

Nick Wooten	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, Florida 32333-4712	
Telephone No.:	(850) 599-5999
Fax No.:	(850) 539-2777
E-mail Address:	Nick.wooten@nfwfmd.state.fl.us

19. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

20. ***Use the language in A., B., and C. below for all entities that are not self insured.***

A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$300,000.00 each occurrence and \$1,000,000.00 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement. **(NOTE: The amount of coverage required depends on the project. Check with the GDR Manager for required amounts.)**

B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:

\$300,000.00 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

\$300,000.00 Hired and Non-owned Liability Coverage

For Corporations Which Do Not Own Vehicles, Replace B. As Follows:

The Grantee shall secure and maintain automobile liability insurance covering all vehicles, owned or otherwise used in connection with this Agreement, with a minimum combined single limit of \$300,000 including hired and non-owned liability. The Grantee has indicated, and further certifies by execution of this Agreement, that the Grantee does not own any vehicles that will be associated or used in connection with this Agreement. However, the Grantee shall maintain, at a minimum, hired and non-owned liability insurance under its Commercial General Liability coverage. Automobile liability insurance is a mandatory requirement, if and when, any owned vehicles are used in connection with this Agreement.

- C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator. **(NOTE: Certificates of Insurance showing coverage of Worker's Compensation, Commercial, General Liability and Auto Limits must be submitted PRIOR to execution of Agreement)**
- D. **NOTE:** Other insurance requirements may be included based on the services to be provided under the Agreement. Additional insurance requirements shall be listed beginning with subparagraph C. The current subparagraph C. would then be shifted down to the last subparagraph for this paragraph. **NOTE: Check with Grant Manager**

The following language may replace the language above for Agreements with Florida governmental entities which are self-funded for liability insurance: (make sure you have something in writing from the CFO confirming they are self-insured) NOTE: All state agencies are self insured.

The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

- 21. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
- 22. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign **Attachment D, Property Reporting Form**, DEP 55-212, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
 - A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
 - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
- 23. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which

causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

24. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
25. Land acquisition is not authorized under the terms of this Agreement.
26. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
27. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Title: *

By: _____
Secretary or designee

Date: _____

Date: _____

Michael M. Scheinkman, DEP Grant Manager

Connie Becker, DEP Grant Manager

DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

FEID No.:59-1531621

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (7 Pages)</u>
<u>Attachment</u>	<u>A-1</u>	<u>Supplemental Grant Work Plan (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Property Reporting Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Advance Payment – Interest Earned Memorandum (1 Page)</u>
<u>Attachment</u>	<u>F</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>G</u>	<u>Advance Payment Justification Form (3 Pages)</u>
<u>Attachment</u>	<u>H</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT NAME: Jackson Blue Spring Watershed
Agricultural Best Management Practice Program

PROJECT FUNDING: **GRANT FUNDING:** \$752,000.00
MATCH FUNDING: \$501,711.00
TOTAL PROJECT COST: \$1,253,711.00

LEAD ORGANIZATION: Northwest Florida Water Management District

CONTACT PERSON: Nick Wooten
81 Water Management Drive
Havana, FL 32333-4712
Tel: 850-539-5999, Fax: 850-539-2777
Email: Nick.Wooten@nwfwmnd.state.fl.us

FINANCIAL COOPERATING PARTNERS: Northwest Florida Water Management District (District), Department of Environmental Protection (FDEP), Florida Department of Agriculture and Consumer Services (FDACS), US Department of Agriculture Natural Resource Conservation Service (NRCS).

OTHER COOPERATING PARTNERS: West Florida Resource Conservation & Development Council (WFRCDC), Jackson Soil and Water Conservation District (JSWCD).

PROJECT LOCATION AND WATERSHED CHARACTERISTICS:

Geographic Location: Jackson Blue Spring watershed and adjacent groundwater contribution areas, Jackson County.

Impacted Watershed Name: Jackson Blue Spring-Merritts Mill Pond and adjacent groundwater contribution areas.

Size of Project Impact: ~ 140.58 square miles in Florida (See Figure 1).

Size of Area Being Treated: ~5,280 acres (estimated 22 farms averaging 240 acres each)

Impairment: Nitrate-N

TMDL Status: TMDL established

BMAP Status: BMAP being developed

Land Uses within the area being treated

Agriculture (2000)	~5,280 acres	100%
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PROJECT OVERVIEW: This Agreement will provide funding for support of the Northwest Florida Mobile Irrigation Lab (NWFML) to measure agricultural irrigation water use and provide recommendations for retrofits and improvements to reduce water use by producers. The funding in this Agreement will also be used for a grant program for producers in Jackson County (25 percent cost share by producers) to retrofit center-pivot irrigation systems to low volume greater uniformity systems and purchase equipment that will reduce the amount of fertilizer and pesticides applied on crops. These programs will directly benefit water use efficiency and quality in the Jackson Blue Spring watershed and adjacent groundwater contribution areas.

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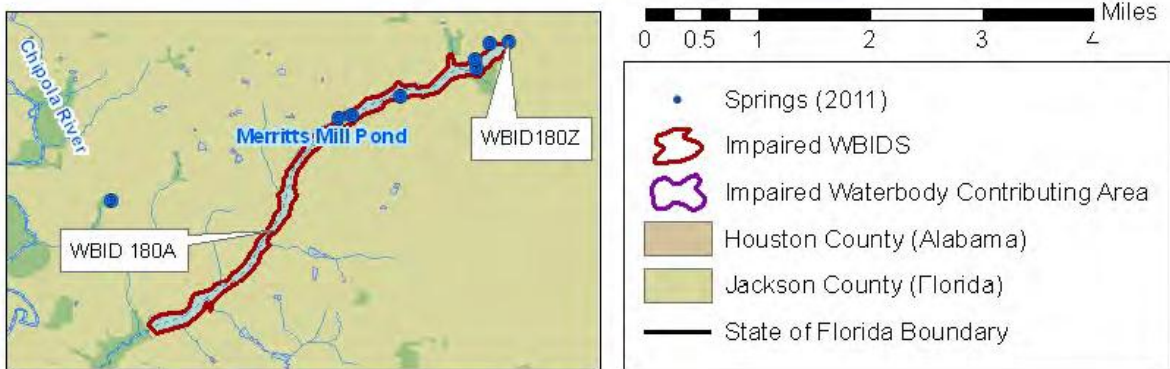
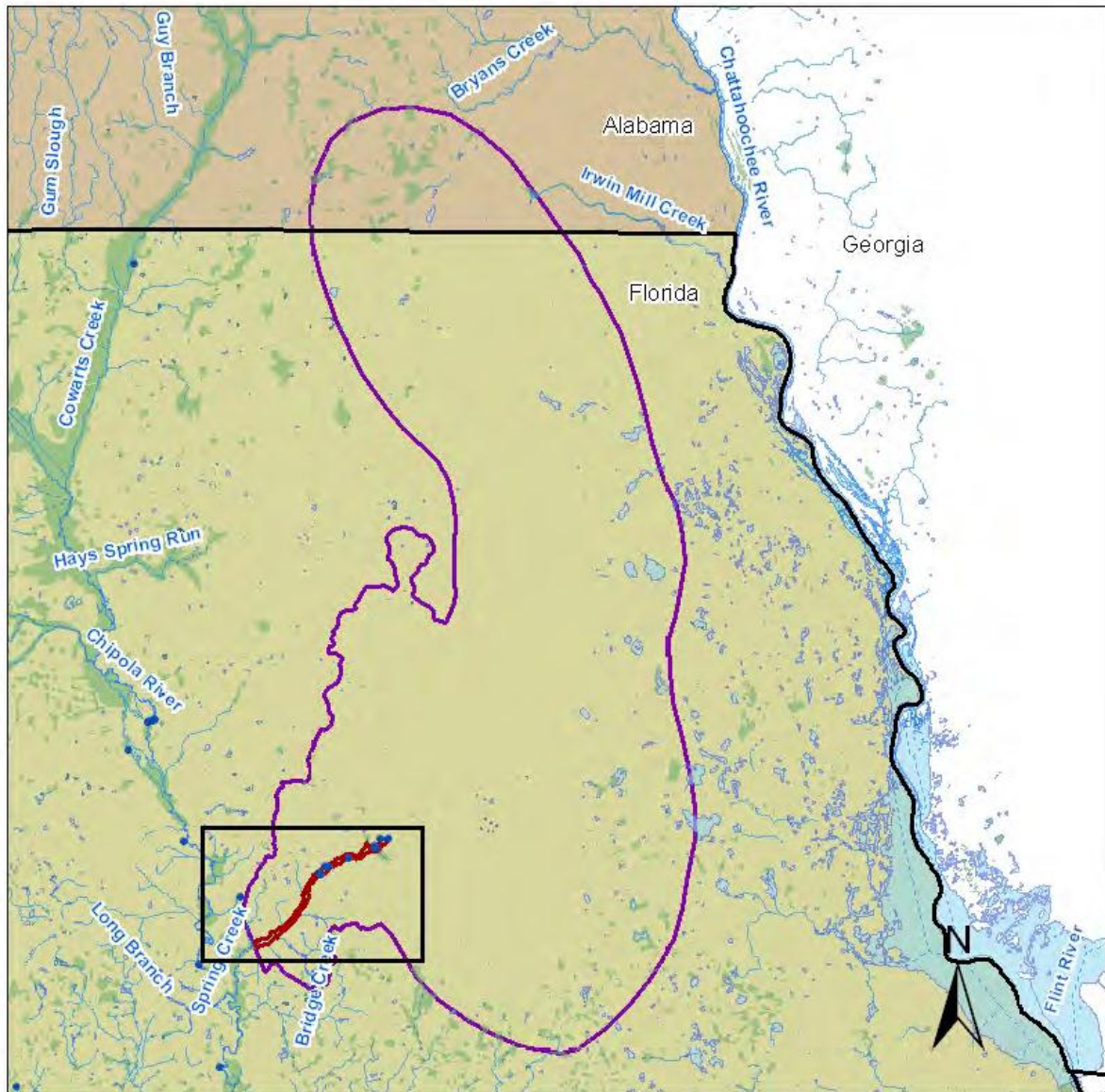


Figure 1. Contributing Area for Jackson Blue Spring and Merritts Mill Pond FINAL TMDL Report: Apalachicola-Chipola Basin, Jackson Blue Spring and Merritts Mill Pond (WBIDs 180Z and 180A), Nutrients, January 2013 FDEP

Jackson Blue Spring is a 1st magnitude spring that has high nitrate levels due to agricultural practices, septic tanks and other activities in its groundwater contribution area. In addition, 58 other springs have been identified in the upper Chipola River Watershed in Jackson County that are also affected by high nitrate levels. Agricultural practices currently are the largest source of nitrogen loads to the Floridan aquifer in northern Jackson County including the Jackson Blue Spring watershed and adjacent groundwater contribution areas. This restoration program will focus on partnering with producers in Jackson County to reducing water use from and nitrogen loads to the Floridan aquifer by improving farming practices. In addition to providing funding for irrigation equipment improvements, the grant program will provide cost share funding to producers for fertigation, banding and other precision application equipment and management tools to help reduce the amount of fertilizer and pesticide applied on crops. Equipment eligible through this grant program that will improve the efficient application of fertilizer/pesticides include: light-bar GPS guidance systems to prevent application overlap, flow meters and timer operated shut off devices for center pivot/fertigation systems, variable rate and section control spreaders to adjust the fertilizer application rate controls for in-field variability and other management tools that reduce water usage/fertilizers/pesticides and comply with FDACS Best Management Practices (BMPs).

The Center Pivot Irrigation Grant Program

This center pivot irrigation retrofit program will provide 75 percent cost-share funding to eligible producers within the Jackson Blue Spring watershed and adjacent groundwater contribution areas that have received, or will receive an initial evaluation from the NWFMI program and need system retrofits to improve irrigation efficiency. There are approximately 110 center pivot irrigation systems within the Florida portion of the Jackson Blue Spring watershed and adjacent groundwater contribution areas. Some of these systems have already been retrofitted and adopted the recommended BMP practices and are currently saving water. Other irrigation systems have been evaluated but have not yet implemented the recommended improvements due to funding constraints. This Agreement will provide funds to purchase and install low-volume greater uniformity center pivot irrigation systems under the MIL program to improve irrigation and fertilizer efficiency, resulting in decreased agricultural groundwater use and reduced nutrient loading to the Floridan aquifer. The cost of retrofitting a center pivot irrigation system can range from \$3,000 to \$10,000, depending on the size of the system and the recommended improvements.

Fertigation Grant Program

This fertigation program will provide 75 percent cost-share funding to eligible producers within the Jackson Blue Spring watershed and adjacent groundwater contribution areas to implement modern fertilizer and pesticide application systems that improve application efficiency and reduce nutrient and pesticide losses to the watershed. Fertigation systems mix fertilizers, soil amendments, or other water-soluble products into the irrigation water, allowing direct application through center-pivot irrigation systems. The advantage of fertigation is that it provides a system for optimally distributing fertilizers and pesticides at the time of crop irrigation. The chemicals are applied to the crop multiple times (generally six) during irrigation applications, versus two dry applications by conventional methods. Fertilizer runoff during rainfall events is greatly reduced over conventional fertilizer broadcast methods, and application rates are more efficient. Fertigation systems include either a stationary tank system equipped with a fertilizer mixing tank and associated attachments (injector pump, backflow preventer, plumbing) or a mobile tank system that contains the fertilizer mixing tank and associated equipment on a trailer that can be moved from pivot system to pivot system for fertigation operations. A stationary tank fertigation system costs approximately \$7,500, whereas the cost of a mobile tank system is approximately \$10,500.

Banding or Side Dressing Fertilization Grant Program

Banding or side dressing fertilization is an application system where the fertilizer is applied beneath the ground surface directly to the plant roots. This method requires a nitrate banding machine with fertilizer coulters and injection nozzles. The purpose of the machine is to apply liquid fertilizer (nitrogen) directly to the area of the plant roots, thereby not fertilizing the space between the plant rows. Since the fertilizer is not applied on the surface, there is less chance for it to be washed away by a large rain event. The banding fertilization method is used primarily on corn and cotton. Jackson County grows a large amount of cotton annually and in the past several years has significantly increased its production of corn. Equipment that is necessary for the band fertilization method is a banding machine and a light bar GPS for the tractor. The light bar GPS allows for extremely accurate placement of fertilizer/pesticides with no overlap. The cost for a new 6-row banding unit is approximately \$12,000 to \$15,000. The cost for a tractor mounted light bar GPS unit is approximately \$1,500 to \$2,500. This project will provide 75

percent cost-share funding assistance for producers in the Jackson Blue Spring watershed and adjacent groundwater contribution areas of Jackson County to implement these BMP practices.

Precision Agricultural Tools and Services

Additional technologies that meet FDACS BMP guidelines and reduce the amounts of fertilizer applied on fields may also be eligible for cost-share under this contract. These technologies include: global positioning system (GPS) guidance systems, precision soil sampling services, and variable rate and section controls for spreaders and sprayers. There are many different GPS units available and several tiers of systems ranging from basic lightbars to sub-inch accurate Real-Time Kinematic (RTK) systems. Basic lightbar systems eliminate overlap, and more elaborate systems are capable of automatic steering and equipment guidance. Precision soil sampling service by either grid or management zone sampling techniques involves collecting samples (typically on a 2.5 acre plot size) to identify field variability and manage inputs such as nutrients and liming materials. This data is used with GPS to apply precise amounts of fertilizer to fields where it is needed to reduce the amounts applied. Variable Rate and Section Control Technology tools work in tandem and require other technology components, most notably GPS guidance systems, to allow producers the ability to adjust the application rate of inputs based on factors such as terrain, defined boundaries, and in-field variability.

Northwest Florida Mobile Irrigation Lab (NWFMI) Support

The NWFMI supports the water conservation goal of the NFWMD for Jackson Blue Spring watershed and adjacent groundwater contribution areas by reducing water withdrawals for agriculture irrigation and the FDACS/FDEP Agriculture BMP goal of reducing nutrient loading to the Floridan aquifer in Jackson County. Agricultural water use is the largest category of water use in Jackson County, accounting for about 64 percent of the total annual water use. The NWFMI evaluates piped agriculture irrigation systems to estimate potential and actual water savings and, as needed, provides system repair/retrofit recommendations to participating producers for improved water use efficiency. The resulting improvements to equipment and practices enable producers to apply the appropriate amount of water to the right location, minimizing water loss and excessive pumping along with potentially reducing fertilizer application rates. Since the program's inception in Northwest Florida, team members have completed nearly 450 initial evaluations and more than 280 follow-up evaluations, covering an irrigated area of more than 40,000 acres. The total water savings estimated by the NWFMI is approximately 7.5 million gallons of water per day. A part of this project will be to provide support for the NWFMI to conduct assessments, provide recommendations, evaluate effectiveness and report the results of this project.

ESTIMATED POLLUTANT LOAD REDUCTION METHOD USED:

This proposal is for a non-structural Best Management Practice project, such as educational outreach, demonstrations, and effectiveness evaluations. Nitrogen load reductions have been estimated for some of the BMP improvements but other practices and technologies will require more evaluation by FDACS and the University of Florida - Institute of Food and Agricultural Sciences (IFAS) to estimate load reductions and effectiveness.

The fertigation system is estimated to reduce the total applied nitrogen by approximately 20 percent for corn/cotton/peanut crops, typically resulting in a reduction of about 50 pounds per acre annually assuming two crop seasons per year. The average farm in Jackson County is 236 acres. Implementing a fertigation system should reduce the amount of nitrogen fertilizer used by: $50 \text{ lbs. per acre} \times 236 \text{ acres} = 11,800 \text{ pounds annually}$ for the average farm. The number of producers that will participate in the grant program to purchase fertigation systems is unknown at this time. The total load reduction for fertigation systems will be estimated based on the number of participating producers and estimated areas used for these systems. The banding fertilization method is estimated to reduce nitrogen use by 25 percent while reducing phosphorus and potash use by 33 to 40 percent, therefore, the benefits would be similar to or a little better than fertigation systems. Estimated nitrogen load reductions for fertilizer banding equipment will be based on the number of producers purchasing this type of equipment and the number of acres farmed using this equipment. The District will work with FDACS and IFAS to estimate the nitrogen load reductions from the precision agricultural tools and services utilized through this grant program.

TASKS and DELIVERABLES:

TASK 1

TASK NAME: Northwest Florida Mobile Irrigation Lab (NWFML) support

TASK DESCRIPTION: The NWFML operates under the oversight of the West Florida Resource Conservation and Development Council (WFR CDC) within the guidelines of the NRCS/FDACS Mobile Irrigation Lab Handbook - January 2013 (Handbook). Services provided by NWFML are available to producers on a volunteer basis and a mobile irrigation lab evaluation is a requirement when producers enroll in the FDACS BMP Program. Enrollment in the BMP Program is required for producers to participate in the BMP Equipment Cost Share Grant Program. The NWFML will perform initial and follow-up evaluations of irrigation systems, which take into consideration: pump flow rate and energy consumption; irrigation system type and physical/performance specifications; irrigation emission and distribution uniformities; depth of water penetration; evaporation, soil type(s), crop type(s) and growth stage; rainfall; and other related attributes. As part of the initial evaluation, potential water savings that could result from recommended repair/retrofitting of irrigation systems will be quantified. Follow-up evaluations will quantify actual water savings resulting from actual repair/retrofitting of irrigation systems which were recommended in the initial evaluation. Individual initial and follow-up evaluation reports will be provided to the irrigators whose systems have been evaluated. Quarterly and annual reports which summarize the individual evaluations, including the potential and actual water savings, will be provided to participating governmental agencies and other interested parties. The NWFML will also provide site specific Irrigation Water Management Plans to irrigators who have received follow-up evaluations. These conservation-oriented plans include: an irrigation schedule, a soil moisture measurement method, an irrigation adjustment method to compensate for infiltration rate changes, an irrigation uniformity evaluation method, an irrigation application rate measurement method, a soil erosion evaluation method, a chemical application irrigation schedule, and a method for recognizing excess runoff. In addition, the NWFML conducts conservation education and outreach to inform the public of the benefits of their service. Such public outreach can include, but is not limited to, participation in community-based fairs and workshops, seminars or classes provided by educational facilities or by commercial entities, programs provided by governmental agencies, public speaking engagements to civic organizations and clubs, and participation in public affairs broadcasting programs.

DELIVERABLES: The Grantee will submit the mobile irrigation lab (NWFML) quarterly and annual reports which summarize the individual initial and follow-up evaluations, including the potential and actual water savings and will also provide the NWFML site specific Irrigation Water Management Plans that are provided to irrigators who have received follow-up evaluations.

PERFORMANCE STANDARD: The District and FDEP Grant Manager will review the reports and plans of systems evaluated by the mobile irrigation lab (NWFML) to verify the amount of water savings that is occurring..

TASK 2

TASK NAME: Agricultural Best Management Practice Equipment Cost Share Grant Program

TASK DESCRIPTION: The Grantee will determine the eligibility of Producers (applicants) that will be approved to participate in this grant program. To be eligible to participate in this program, the Producer must meet the following requirements: the project site must be located in Jackson County, Florida in or adjacent to the Jackson Blue Spring watershed or adjacent groundwater contribution areas. The site must be in regulatory compliance and, the Producer must enroll in an applicable FDACS-adopted BMP program through submittal to FDACS of a Notice of Intent to implement BMPs. The program will be administered by FDACS through an ongoing cost share grant program. Through this program the Grantee will provide 75 percent of the funding for approved BMP system retrofits, tools and equipment and Producers will provide 25 percent of the cost.

Retrofits, equipment and tools eligible through this Agricultural Best Management Practice Equipment Cost Share Grant Program include:

1. Pivot irrigation system retrofits including installation of drop pipes, sprayer nozzle replacement, pipe replacement and other system improvements that improve efficiency and reduce water loss.
2. Fertigation stationary and mobile tank systems that allow direct application of fertilizer and other amendments to crops optimizing application and reducing excess nutrients and other crop amendments from running off site and leaching into groundwater.

3. Banding/Side-dressing fertilization equipment that allows producers to apply fertilizer and amendments directly to plant roots reducing the total amounts applied to the land.
4. Guidance systems using GPS technology to allow precision application to eliminate overlap and improve efficiency.
5. Variable rate and sections control technology to allow Producers to adjust application rates for factors such as terrain, defined boundaries and in-field variability.
6. Other Nutrient and Irrigation tools and services approved by FDACS, the District and FDEP as a BMP practice that reduces the amount of fertilizer and/or irrigation water requirements.

The Grantee and/or its cooperating partners will photo document the installation of equipment purchased through this program.

DELIVERABLE: The Grantee will submit a list of Producers participating in the program and document eligibility of each participant. The Grantee will provide receipts for the purchase of the Agricultural BMP retrofits and equipment and photographs of the equipment or system retrofits. The Grantee will also submit a mobile irrigation lab (NWFML) report on each system that includes the data collected.

PERFORMANCE STANDARD: The District and FDEP Grant Manager will review the documentation for the purchase and supporting documentation to verify that the equipment meets the requirements of the Agricultural Best Management Practice Equipment Cost Share Grant Program.

TASK 3

TASK NAME: Final Project Report

TASK DESCRIPTION: The Grantee must complete and submit a Final Report to the Department. The Final Report is intended to capture the outcome and results of the selected project, including all tasks included in this project. This shall include, reports from the NWFML of all irrigation assessment completed both before and after pivot system retrofits if applicable. Documentation of all Producers that participated in the BMP Equipment cost share program including receipts for equipment purchases, retrofits or other eligible BMP tools and photos of the equipment and/or tools purchased through the programs. A summary of any problems encountered and how those problems were overcome; an explanation of any project delays; a brief summary of any additional phases yet to be completed; and additional information about successes and lesson learned. The Final Report template, available from the Department’s Grant Manager, will be followed as much as possible.

DELIVERABLES: Draft final report; approved final report that meets all of the requirements identified in the task description. The Grantee shall provide one paper copy and one electronic copy of the approved final report to the Department.

PERFORMANCE STANDARD: Submission of a Final Report, which will be reviewed by the FDEP Grant Manager to verify that it meets the requirements identified in the task description.

TIMELINE:

Task No.	Task Title	Start	Complete
1	NWFML	October 1, 2013	September 30, 2014
2	Equipment Purchases and Installation	November 1, 2013	September 30, 2014
3	Final Report	August 2014	September 30, 2014

PROJECT BUDGET BY CATEGORY and TASK:

Task No.	Category	Grant Funding	Match Funding	Match Source
1	Salaries			
	Fringe Benefits			
	Travel			
	Contractual	\$71,125.00	\$74,636.00 \$61,450.00	FDACS* NRCS*
	Equipment Purchases			
	Supplies/Other Expenses			

	Land			
	Indirect			
	TOTAL FOR TASK	\$71,125.00	\$136,086.00	
Task No.	Category	Grant Funding	Match Funding	Match Source
2	Salaries			
	Fringe Benefits			
	Travel			
	Contractual		\$72,000.00	Grantee
	Equipment Purchases	\$680,875.00	\$243,625.00 \$50,000.00	Area Producers* FDACS*
	Supplies/Other Expenses			
	Land			
	Indirect			
	Total for Task	\$680,875.00	\$365,625.00	

TASK 2 BUDGET: Total Funding Available for Equipment: \$974,500.00. 75 percent of the equipment cost of this task will be provided by the combined grant funding from FDEP and FDACS. The remaining 25 percent will be provided as match by area producers. Total equipment costs not to exceed \$75,000 per participant, with grant share at 75 percent this will provide a grant reimbursement limit of \$56,250 per participant. These limitations per participant can be increased or waived if deemed appropriate by FDEP and the NFWFMD, if it is documented that there are not enough eligible participants within the project area to use the available grant funds.

Reimbursement for equipment will be on a quarterly basis for the equipment purchased and installed during that quarter based on required documentation, not to exceed the total of \$680,875 with a limit of \$56,250 per participant.

*Third party match is being provided as part of the required match under this Agreement. It is understood that it is the Grantee's responsibility to meet the match required under this Agreement if the third party match is not provided.

Task No.	Category	Grant Funding	Match Funding	Match Source
3	Salaries			
	Fringe Benefits			
	Travel			
	Contractual			
	Equipment Purchases			
	Supplies/Other Expenses			
	Land			
	Indirect			
	Total for Task		\$0	

Note: The final report will be prepared by the NFWFMD as an in-kind service that is not counted towards match or the project total.

Total:	\$752,000.00	\$501,711.00
Total Project Cost:	\$1,253,711.00	
Percentage Match:	60%	40%

NOTE: It is understood that if the advance funding is not approved the Grantee will be eligible for cost reimbursement upon completion of the tasks for the budget amount identified above.

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PROJECT BUDGET CATEGORY TOTALS:

Category Totals	Grant Funding	Match Funding	Match Source
Salaries Total			
Fringe Benefits Total			
Travel Total			
Contractual Total	\$71,125.00	\$74,636.00 \$61,450.00 \$72,000.00	FDACS* NRCS * Grantee
Equipment Purchases Total	\$680,875.00	\$243,625.00 \$50,000.00	Area Producers* FDACS*
Supplies/Other Expenses Total			
Land Total			
Indirect Total			
Total:	\$752,000.00	\$501,711.00	
Total Project Cost:	\$1,253,711.00		
Percentage Match:	60%	40%	

*Third party match is being provided as part of the required match under this Agreement. It is understood that it is the Grantee's responsibility to meet the match required under this Agreement if the third party match is not provided.

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**ATTACHMENT A-1
SUPPLEMENTAL GRANT WORK PLAN**

PROJECT NAME: Williford Spring Restoration

PROJECT FUNDING:	GRANT FUNDING:	\$377,000.00
	MATCH FUNDING:	\$1,013,000.00
	TOTAL PROJECT COST:	\$1,390,000.00

LEAD ORGANIZATION: Northwest Florida Water Management District

CONTACT PERSON: Nick Wooten
81 Water Management Drive
Havana, FL 32333-4712
Tel: 850-539-5999, Fax: 850-539-2777
Email: Nick.Wooten@nfwfwd.state.fl.us

FINANCIAL COOPERATING PARTNERS: Northwest Florida Water Management District, Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission.

OTHER COOPERATING PARTNERS/OUTREACH: Washington County maintains over sixteen (16) miles of county roads that provide public access to Williford Springs and other recreational opportunities in the Econfina Creek Water Management Area including swimming, hiking, camping, fishing, hunting and canoeing/kayaking.

PROJECT LOCATION:

Geographic Location: Located in southern Washington County on Porter Pond Road, approximately 8.2 miles northwest of Youngstown, Florida.

Impacted Spring Name: Williford Spring

PROJECT OVERVIEW: The Grantee will conduct spring restoration and protection measures at Williford Spring in Washington County. The project will significantly reduce runoff and sediment transport into the spring; restore the shoreline around the spring; remove accumulated sediment from the spring pool and spring run; and improve public access. Spring restoration and protection measures planned include sediment removal; spring bank restoration and protection; riparian vegetation community restoration; construction of a canoe dock/boardwalk (to enhance protection of the spring-run); stormwater treatment swales; and spring entrance steps to protect spring.

PUBLIC INTERACTION IN THE DEVELOPMENT OF THE PROJECT:

The Grantee held a series of eight (8) public workshops to inform and engage the public interest groups and the Grantee's Governing Board in the development of conceptual designs and sketches and preliminary and final engineering designs for the restoration and protection of Pitt, Sylvan and Williford Springs. The Grantee has received overwhelming support and praise from the public after the completion and opening of Pitt and Sylvan Spring (Phase I) in May of 2012. Similar public support is expected after the restoration and protection of Williford Spring is completed and opened to the public.

TASKS and DELIVERABLES:

TASK NUMBER: 1

TASK NAME: Design and Permitting

TASK DESCRIPTION: In order to restore Williford Spring to more natural conditions and to prevent future erosion from recreational activity and stormwater runoff into the spring, ancillary spring vents and spring run, and Econfina Creek, the Grantee shall design the spring restoration and protection measures planned including sediment removal; spring bank restoration and protection; riparian vegetation community restoration; construction of a canoe dock/boardwalk (to enhance protection of the spring-run); stormwater treatment swales; spring entrance steps; eliminate dirt parking lot adjacent to spring and replace it with decks and boardwalks; installation of picnic pavilions, restroom facilities, and a remote parking area with appropriate stormwater management facilities. The

spring restoration project will be designed to protect the spring while maintaining access for the public to swim and enjoy this public resource.

DELIVERABLES: Submission of **paper and electronic** copy of final designs and all required permits will be submitted to the Department Grant Manager.

PERFORMANCE STANDARD: Approval of final designs is contingent upon approved permits.

TASK NUMBER: 2

TASK NAME: Bidding

TASK DESCRIPTION: The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state laws.

DELIVERABLES: Submission of copy of bid package, selection of contractor and copy of executed subcontract.

PERFORMANCE STANDARD: The Department Grant Manager will review the bid package and copy of subcontract(s) to ensure compliance with Chapter 287, Florida Statutes.

TASK NUMBER: 3

TASK NAME: BMP Construction

TASK DESCRIPTION: The construction activities are focused on three (3) objectives: 1) Spring restoration and protection, 2) Riparian area protection, and 3) Site restoration which includes providing public recreation and access amenities. Construction activities will include stabilization of eroded areas adjacent to and leading to the spring using swales to direct stormwater away from the spring, and planting native vegetation. There will be a one-time removal of approximately 500 cubic yards of accumulated non-organic sediments from Williford Spring to restore the spring vent to normal flows and to unsmother spring habitat. The existing sand bag retaining wall will be removed and limestone boulders and native plantings will be installed around the spring pool to stabilize the spring bank and discourage recreational users from climbing on it. People will instead be directed to new entry steps and limestone terracing that will be installed leading into spring. This task will also replace the dirt parking lot adjacent to the spring with decks and boardwalks, picnic pavilions and restroom facilities. Additional elevated boardwalks will allow public access while eliminating foot traffic in sensitive areas that damages vegetation and causes erosion. A remote parking area with appropriate stormwater management facilities will be installed to capture runoff and prevent it from impacting the spring. Construction is scheduled to begin in the early spring of 2014 and will be completed by the fall of 2014. The spring will remain closed to the public until the spring of 2015 to allow the new native plants to become established before the facility is opened.

DELIVERABLES: As built certification(s) will be provided by the Grantee indicating that the construction was completed in accordance with the approved plans. Dated photographs will be provided depicting the completion of the project. A signed statement from the Grantee's Project Engineer will be provided indicating construction has been completed in accordance with the approved design and permits.

PERFORMANCE STANDARD: Approval of construction upon review of photographs and certifications of completion by the Project Engineer by the Department's Grant Manager.

TASK NUMBER: 4

TASK NAME: Final Report

TASK DESCRIPTION: The Grantee will complete and submit to the Department a Final Report. The Final Report will capture the outcome and results of the project, including all tasks included in the project. This shall include, where applicable, why a BMP did not obtain *or* exceeded the expected removal efficiency; any problems encountered and how those problems were overcome; an explanation of any project delays; a brief summary of any additional phases yet to be completed; and more. The Final Report template, available from the Department's contract manager, should be followed as much as possible.

DELIVERABLES: Draft final report; approved final report that meets all of the requirements identified in the task description. The Grantee shall provide one paper copy and one electronic copy of the approved final report to the Department.

PERFORMANCE STANDARD: Submission of a Final Report, which will which will be reviewed by DEP Grant Manager for compliance with the requirements identified in the task description.

TIMELINE:

Task No.	Task or Activity Title	Start	Complete
1	Design and Permitting	March 2010	December 2013
2	Bidding	January 2014	January 2014
3	BMP Construction	February 2014	October 2014
4	Final Report	September 2014	October 2014

PROJECT BUDGET BY CATEGORY and TASK:

Task No.	Category	Grant Funding	Match Funding	Match Source
1	Salaries			
	Fringe Benefits			
	Travel			
	Contractual			
	Equipment Purchases			
	Supplies/Other Expenses			
	Land			
	Indirect			
	TOTAL FOR TASK	\$0	\$0	

Note: Task 1 will be completed by the Grantee as an in-kind service not counting towards match or the project total.

Task No.	Category	Grant Funding	Match Funding	Match Source
2	Salaries			
	Fringe Benefits			
	Travel			
	Contractual			
	Equipment Purchases			
	Supplies/Other Expenses			
	Land			
	Indirect			
	Total for Task	\$0	\$0	

Note: Task 2 will be completed by the Grantee as an in-kind service not counting towards match or the project total.

Task No.	Category	Grant Funding	Match Funding	Match Source
3	Salaries			
	Fringe Benefits			
	Travel			
	Contractual	\$377,000.00	\$69,800.00 \$943,200.00	FWC* Grantee
	Equipment Purchases			
	Supplies/Other Expenses			
	Land			
	Indirect			
	Total for Task	\$377,000.00	\$1,013,000.00	

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Task No.	Category	Grant Funding	Match Funding	Match Source
4	Salaries			
	Fringe Benefits			
	Travel			
	Contractual			
	Equipment Purchases			
	Supplies/Other Expenses			
	Land			
	Indirect			
	Total for Task		\$0	\$0

Note: Task 4 will be completed by the Grantee as an in-kind service not counting towards match or the project total.

Total:	\$377,000.00	\$1,013,000.00
Total Project Cost:	\$1,390,000.00	
Percentage Match:	27.1%	72.9%

*Third party match is being provided as part of the required match under this Agreement. It is understood that it is the Grantee's responsibility to meet the match required under this Agreement if the third party match is not provided.

PROJECT BUDGET CATEGORY TOTALS:

Category Totals	Grant Funding	Match Funding	Match Source
Salaries Total			
Fringe Benefits Total			
Travel Total			
Contractual Total	\$377,000.00	\$69,800.00 \$943,200.00	FWC* Grantee
Equipment Purchases Total			
Supplies/Other Expenses Total			
Land Total			
Indirect Total			
Total:	\$377,000.00	\$1,013,000.00	
Total Project Cost:			
Percentage Match:	27.1%	72.9%	

*Third party match is being provided as part of the required match under this Agreement. It is understood that it is the Grantee's responsibility to meet the match required under this Agreement if the third party match is not provided.

NOTE: It is understood that if the advance funding is not approved the Grantee will be eligible for cost reimbursement upon completion of the tasks for the budget amount identified above.

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**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Grantee: _____ Grantee's Grant Manager: _____
 Mailing Address: _____ Payment Request No.: _____

 DEP Agreement No.: _____
 Date Of Request: _____ Performance Period: _____
 Task/Deliverable Amount Task/Deliverable
 Requested:\$ _____ No.: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$N/A	\$N/A	\$N/A	\$N/A
Fringe Benefits	\$N/A	\$N/A	\$N/A	\$N/A
Travel (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Subcontracting:				
Contractual Services	\$	\$	\$	\$
Design, Permitting and Bidding	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Equipment Purchases	\$	\$	\$	\$
Supplies/Other Expenses	\$N/A	\$N/A	\$N/A	\$N/A
Land	\$N/A	\$N/A	\$N/A	\$N/A
Indirect	\$N/A	\$N/A	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING IN TASK	\$		\$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE OF REQUEST: This is the date you are submitting the request.

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements **Florida Department of Financial Services, Reference Guide for State Expenditures** ***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0676

(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:
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BELOW FOR DEP USE ONLY		
DEP CONTRACT MANAGER:	MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.	
DEP Contract Manager Signature: _____	Date: _____	Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.
DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

ATTACHMENT E

WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST

TO:

FROM: Darinda McLaughlin, Finance and Accounting Director
Bureau of Finance and Accounting

DATE:

SUBJECT: Advance Payment - **Agreement No.**
Interest Due to DEP: **Quarterly**

Pursuant to Section 216.181(14)(b), Florida Statutes, advance payments may be required to be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, advance approval of the Comptroller, and the terms of the above referenced contract, the following information is needed for our records **no later than xxxxxxxxxx**.

Initial advance funding disbursed <u>MM/DD/YY</u>	\$ _____
1. Advanced funds principle expended or returned by Grantee covering period of <u>MM/DD/YY to MM/DD/YY</u>	\$ _____
2. Balance advance funding principle available	\$ _____
3. Interest earned on advanced funds covering period of <u>MM/DD/YY to MM/DD/YY</u>	\$ _____
4. Amount of interest paid to DEP as of <u>MM/DD/YY</u>	\$ _____
5. Interest balance due to DEP as of <u>MM/DD/YY</u>	\$ _____

(Project Manager's Signature)

(Date)

Special Instructions: If the grant/contract specifies that any accrued interest which is based upon a grant/contract advance payment(s) will not be paid to DEP until after termination of the grant/contract, the advance fund recipient shall complete report items 1 and 2 only for the first three quarters of the state's fiscal year. The report for the state's fourth fiscal year quarter shall include items 1, 2, 3, 4, and 5. Items 3, 4, and 5 will be the life to date interest

If the contract states that no interest is due, quarterly reports of unexpended advances are required (lines 1 and 2).

In all cases the line 1 and 2 reported amounts are on a cash basis for the advance payment principle. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the fund recipient must complete items 1 through 5 for each quarterly report.

Payments of interest due to DEP shall be paid within the specifications of the contract/grant.

Thank you for your cooperation in providing the above information. If you have any questions, please contact *Lydia Louis* (850) 245-2452, SC 205-2452 in the Contracts Disbursement Section.

DM/II

ATTACHMENT F

PROGRESS REPORT FORM

DEP Agreement No.:	S0676		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p>.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0676 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT G ADVANCE PAYMENT JUSTIFICATION FORM

Use of this form is not required unless the advance requested requires the prior approval of the State Chief Financial Officer. For advance requests that are equal to or less than the purchasing threshold of category two as defined in Section 287.017, Florida Statutes, and meet one of the advance payment requirements identified in Section 215.422(14), Florida Statutes, use of this form is waived. However, the purchase requisition or contract review form must clearly identify the criteria being met under 215.422(14), Florida Statutes that allows the advance to be made without prior Chief Financial Officer's approval.

Name/Address of the Vendor/Recipient:			
Contact Person/Phone No.:			
Agreement No./Purchase Order No. (if known):			
Commodities/Services/Project Description:			
Organizational Structure (i.e. local gov't, non-profit corporation, etc.):			
Value of Purchase or Grant:			
Advance Payment Amount Requested:			
Period Advance Payment to Cover:	<input type="checkbox"/> 90 days startup	<input type="checkbox"/> Full Contract Period	
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Other (specify):	
Indicate Statutory Authority:	<input type="checkbox"/> 215.422, F.S.	<input type="checkbox"/> 216.181, F.S.	
GAA Year and Line Item Info:	SFY:	Line Item:	
1. Reason advance payment is required:			
2. The following information required for advances requested pursuant to 215.422, Florida Statutes (and the Reference Guide for State Expenditures) which exceed the purchasing threshold of category two as defined in 287.017, Florida Statutes.			
<p>A. Document, if applicable, the cost savings to be incurred as a result of an advance payment that are equal or greater than the amount the State would earn by investing the funds and paying in arrears. Include the percent (%) savings to be realized. In calculating the percent savings as compared to the percent that can be earned by the State, information may be obtained from the Department of Financial Services, Division of Treasury at 850/413-3165 regarding the current Treasury earnings rate.</p>			
<p>B. Document, if applicable, how the goods or services are essential to the operation of the Department and why they are available only if advance payment is made:</p>			

C. Identify the procurement method used to select the vendor.

3. The following information required for advances to Governmental Entities and Non-Profits pursuant to 216.181, Florida Statutes. (Limited to GAA Authorized, Statutorily Authorized, and Grant & Aid Appropriation Categories 05XXXX or 14XXXX)

A. The entity acknowledges the requirement to invest advance funds in an interest bearing account and to remit interest earned to the Department on a quarterly basis.

Provide a description of how the entity intends to invest the advanced funds and track the interest earned on the advanced funds:

Remittances must: 1) be identified as interest earnings on advances, 2) must identify the applicable DEP Agreement (or Contract) No., and 3) be forwarded to the following address:

Florida Department of Environmental Protection
Bureau of Finance and Accounting
Receipts Section
P.O. Box 3070
Tallahassee, Florida 32315-3070

B. A letter requesting advance payment from the recipient, on its letterhead, must be attached.

3. The recipient must provide an estimated budget for each quarter covered by the agreement. The summary information should include salaries, fringe benefits, overhead, contracts (specify services to be contracted out), equipment, if authorized (specify items to be purchased), supplies, travel, and other costs.

A sample summary format is provided below. The summary should include the breakdown for each quarter of the agreement period.

Description	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Salaries (identify personnel/titles)				
Fringe Benefits				
Contractual Services (list services and estimated costs)				
Equipment (identify each item and cost)				
Supplies				
Travel				
Other (specify)				
Overhead/Indirect				
Total:				

Certification Statement

The forgoing information is presented to the Florida Department of Environmental Protection in support of our request for advance payment. I certify that the information provided accurately reflects the financial issues facing the entity at this time.

By: _____ Date _____
 Type Name of Signatory: _____
 Title: Chief Financial Officer or designee

DEP Program Area Review/Approval

Recommendation: **Approve Request** **Deny Request**

By: _____ Date _____
 Type Name of Signatory: _____
 Title: _____ Bureau: _____ Division: _____

The DEP Program Area should forward this information to the Contracts Disbursements Section at MS78. The Contracts Disbursements Section will forward requests for advance payment to the State Chief Financial Officer for review and legislature consultation, as appropriate.

Bureau of Finance & Accounting Use Only

ATTACHMENT H

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	C Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1638A	2013-2014	37.052	Florida Springs Initiative Grant Program	\$1,129,000.00	105020
Total Award					\$1,129,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

FUNDING AGREEMENT

Between

THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

and

THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

for

**IMPLEMENTATION OF AN AGRICULTURAL BEST MANAGEMENT PRACTICE
GRANT PROGRAM IN JACKSON COUNTY FLORIDA TO PROTECT JACKSON BLUE
SPRING AND ADJACENT SPRINGS BY CONSERVING WATER USE AND IMPROVING
WATER QUALITY**

WITNESSETH:

WHEREAS, the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, a State of Florida agency (FDACS), has identified the need for implementing agricultural best management practices to conserve and protect water resources in Jackson County Florida; and

WHEREAS, the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public entity created by Chapter 373, Florida Statutes (DISTRICT) has developed and approved a Surface Water Improvement and Management (SWIM) plan with the objective of protecting and restoring water quality and watershed resources throughout the Apalachicola River and Bay Watershed including Jackson Blue Spring in Jackson County, Florida; and

WHEREAS, the WEST FLORIDA RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL (WFRCDC) provides Northwest Florida Mobile Irrigation Lab (NWFML) services within the jurisdictional boundaries of the DISTRICT in support of conservation efforts.

WHEREAS, the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) has provided funding to the DISTRICT for restoring and protecting Jackson Blue Spring and adjacent springs; and

WHEREAS, FDACS has a contract with the Jackson Soil and Water Conservation District (JSWCD) to administer and manage an agricultural best management practices (BMPs) grant program in Jackson County, Florida; and

WHEREAS, Pursuant to Chapter 582, Florida Statutes, the Jackson Soil and Water Conservation District has the authority to enter into agreements to furnish financial or other aid to any agency, government, or any owner or occupier of lands within Jackson County, to carry out conservation, development, and utilization of soil and water resources in accordance with state law; and

WHEREAS, this agreement focuses on agricultural best management practices to restore and protect Jackson Blue Spring and adjacent springs under the Florida Spring Restoration Initiative; specifically water use conservation and agricultural nutrient control measures being implemented by FDACS, FDEP, and the DISTRICT in coordination with the Jackson Soil and Water Conservation District and the Jackson County producers; and

NOW, THEREFORE, in consideration of services to be performed for the public benefit hereunder, The DISTRICT and FDACS agree as follows:

1. The FDACS, in conjunction and consultation with the FDEP and the DISTRICT, will assist producers in implementing Best Management Practices (BMPs) Equipment Cost Share Program to reduce nutrient load and conserve water.
2. This is a one-year effort designed to conserve water and to improve agricultural water quality through nutrient load reduction.
3. The NFWFMD will provide \$680,875.00 in funding to FDACS under this AGREEMENT to implement the Best Management Practices Equipment Cost Share Program. Using these funds, FDACS will execute a contract with the JSWCD for operation of the equipment purchasing program for eligible producers to fund irrigation system efficiency upgrades and crop management tools to reduce nutrient load and conserve water.
4. The JSWCD will manage the equipment cost-share program's fund distribution and associated contracts with producers in the Jackson Blue Spring watershed and adjacent groundwater contribution areas.
5. The DISTRICT will also provide \$42,000.00 in funding to FDACS under this AGREEMENT for staff and administrative services provided by the JSWCD for managing the cost-share program and to conduct a financial audit of the JSWCD records for the period of performance for this Best Management Practices Equipment Cost Share Program. The financial audit of JSWCD will be conducted by a Certified Public Accountant pursuant to Chapter 218.39(1), F.S.
6. This AGREEMENT may be terminated by either of the parties upon at least 30 days written notice. In the event the agreement is terminated, the FDACS agrees to return within 60 days of the termination, the unused portion of the funding specified in Paragraphs 3 and 5.
7. Upon written order designated to be an amendment by both parties, the AGREEMENT may be amended to include additional work to be undertaken within the general scope of this AGREEMENT.
8. This AGREEMENT shall remain in effect from the date of execution through September 30, 2014, and may be extended only in writing, signed by both the DISTRICT and FDACS.
9. The DISTRICT shall have no liability or responsibility to the FDACS or associated agencies WFR CDC and JSWCD and their employees, representatives, agents, contractors, invitees, licensees, and guests, or any governmental entity, or any other person or entity associated with the project, as a result of or arising out of the FDACS, WFR CDC, or JSWCD's use of the funds being provided.
10. The DISTRICT agrees to provide the WFR CDC copies of maps it has available to recognize agricultural land use, Water Resource Caution Area boundaries, and spring recharge basin boundaries, as requested.
11. The WFR CDC and JSWCD through FDACS, agrees to maintain books, records, and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The DISTRICT, FDEP, the State of Florida, or their authorized representatives shall have access to such records for auditing purposes during the term of this AGREEMENT and for three years following project completion.
12. The WFR CDC and JSWCD through FDACS, agrees to comply with all applicable federal, state, and local rules and regulations in providing services under this AGREEMENT. The WFR CDC

and JSWCD acknowledge that this requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations.

13. The WFR CDC and JSWCD, through FDACS, shall be responsible for securing any subcontractor support or other services for and associated with implementation of the project identified herein. No agency shall deny any contractor, firm, or individual a fair opportunity to compete in the public procurement of commodities and services based on race, national origin, gender, religion, or physical disability, which for the purposes of Florida law constitutes prohibited discrimination.
14. To the extent required by law, the FDACS shall require contractors to secure and maintain such insurance as will protect it from claims under the Worker's Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this AGREEMENT.
15. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
16. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods and services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
17. As provided under Section 216.347, Florida Statutes, expenditure of DISTRICT and FDEP grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.
18. Deliverables for this funding agreement are outlined in Attachment 1 and may be submitted via regular mail or by electronic means to the DISTRICT.

19. Contacts for administering this funding agreement are:

**Florida Department of
Agriculture and Consumer Services**

Carly Barnes, Environmental Specialist II
Florida Department of
Agriculture and Consumer Services
1203 Governor Square Blvd, Suite 200
Tallahassee, Florida 32301
Phone: (850) 394-9124 ext. 130

**Northwest Florida
Water Management District**

Nick Wooten, Bureau Chief
Northwest Florida
Water Management District
81 Water Management Drive
Havana, FL 32333-4712
Phone: (850) 539-5999

Email: Carly.Barnes@freshfromflorida.com Email: Nick.Wooten@nwfwmd.state.fl.us

This agreement is effective as of the last date signed by the parties, and shall expire on September 30, 2014, unless amended or extended in writing by the parties.

IN WITNESS THEREOF, each party, or its lawful representative, has executed this Memorandum of Agreement on the date set forth next to their signature below.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Jon Steverson, Executive Director

Date

Approved as to Legal
Form and Content

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Alan Edwards, Director of Administration

Date

Attachments:

Attachment 1 - Agricultural BMP Grant Program – Scope of Work

**ATTACHMENT 1
AGRICULTURAL BMP GRANT PROGRAM
SCOPE OF WORK**

PROJECT NAME: Jackson Blue Spring Watershed
Agricultural Best Management Practice Program

PROJECT FUNDING: **GRANT FUNDING:** \$752,000.00
 MATCH FUNDING: \$501,711.00
 TOTAL PROJECT COST: \$1,253,711.00

LEAD ORGANIZATION: Northwest Florida Water Management District

CONTACT PERSON: Nick Wooten
81 Water Management Drive
Havana, FL 32333-4712
Tel: 850-539-5999, Fax: 850-539-2777
Email: Nick.Wooten@nfwmd.state.fl.us

FINANCIAL COOPERATING PARTNERS: Northwest Florida Water Management District (DISTRICT), Department of Environmental Protection (FDEP), Florida Department of Agriculture and Consumer Services (FDACS), USDA Natural Resources Conservation Service (NRCS).

OTHER COOPERATING PARTNERS: West Florida Resource Conservation & Development Council (WFRCDC), Jackson Soil and Water Conservation District (JSWCD).

PROJECT LOCATION AND WATERSHED CHARACTERISTICS:

Geographic Location: Jackson Blue Spring watershed and adjacent groundwater contribution areas, Jackson County.

Impacted Watershed Name: Jackson Blue Spring-Merritts Mill Pond and adjacent groundwater contribution areas.

Size of Project Impact: ~ 140.58 square miles in Florida (See Figure 1).

Size of Area Being Treated: ~5,280 acres (estimated 22 farms averaging 240 acres each)

Impairment: Nitrate-N

TMDL Status: TMDL established

BMAP Status: BMAP being developed

Land Uses within the area being treated

Agriculture (2000)	~5,280 acres	100%
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PROJECT OVERVIEW: This spring restoration project will provide funding for support of the Northwest Florida Mobile Irrigation Lab (NWFMI) to measure agricultural irrigation water use and provide recommendations for retrofits and improvements to reduce water use by producers. The springs restoration funding will also be used for a grant program for producers in Jackson County (25 percent cost share by producers) to retrofit center-pivot irrigation systems to low volume greater uniformity systems and purchase equipment that will reduce the amount of fertilizer and pesticides applied on crops. These programs will directly benefit water use efficiency and quality in the Jackson Blue Spring watershed and adjacent groundwater contribution areas.

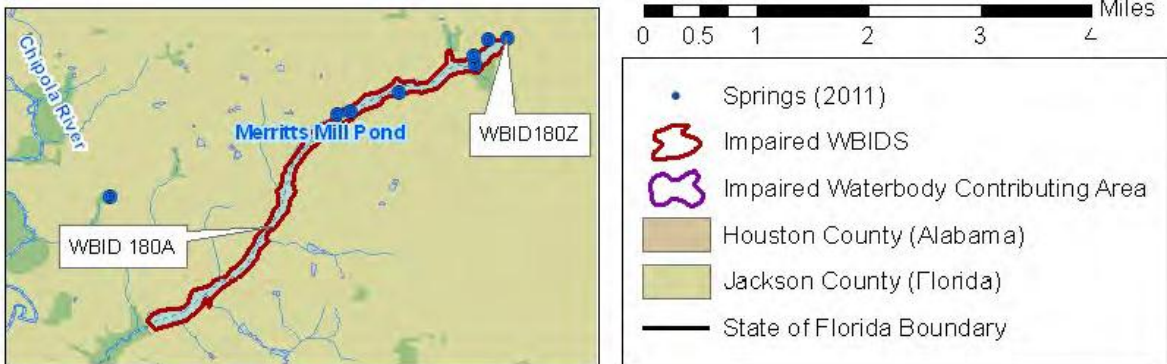
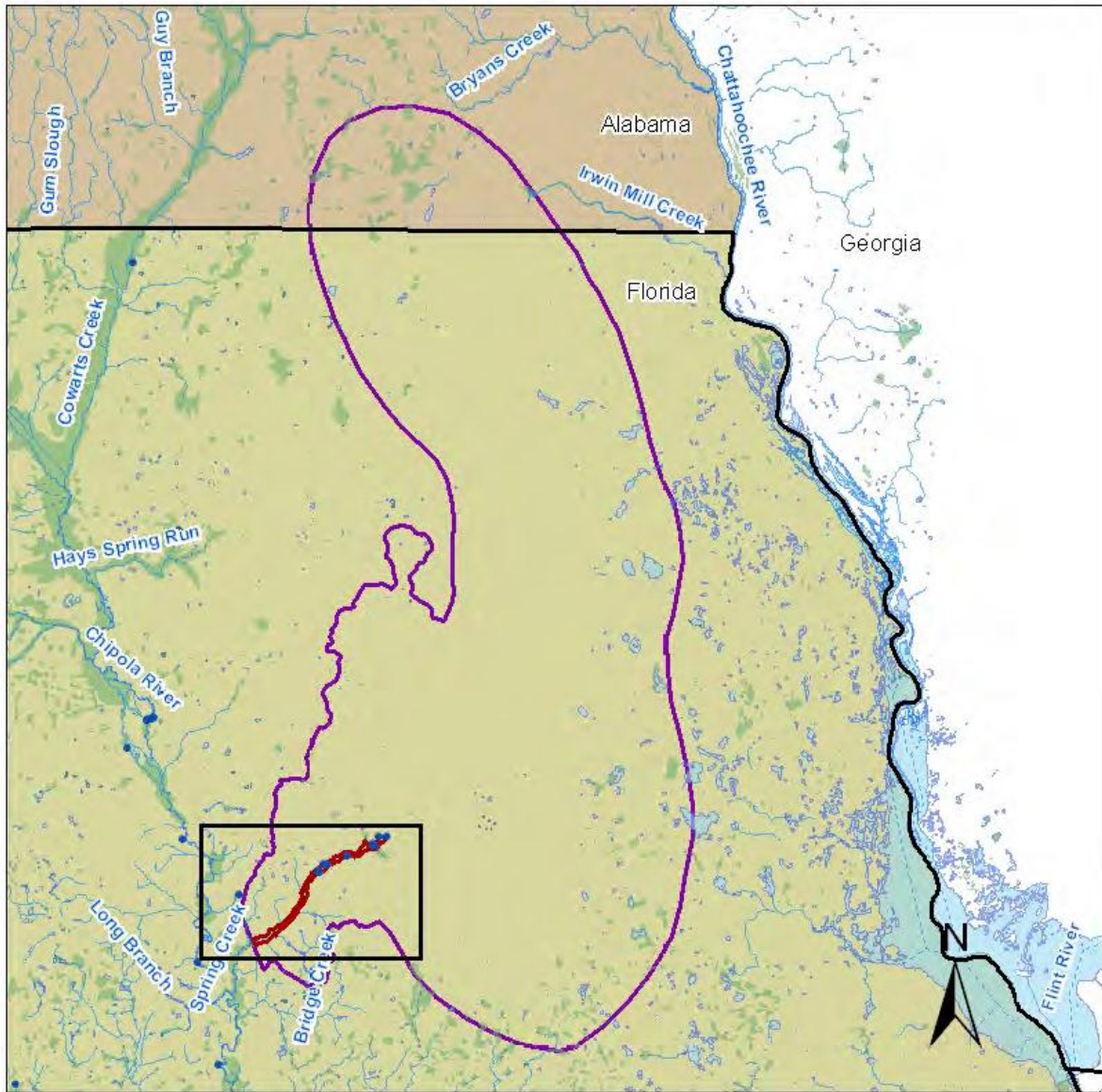


Figure 1. Contributing Area for Jackson Blue Spring and Merritts Mill Pond FINAL TMDL Report: Apalachicola–Chipola Basin, Jackson Blue Spring and Merritts Mill Pond (WBIDs 180Z and 180A), Nutrients, January 2013 FDEP

Introduction

Jackson Blue Spring is a 1st magnitude spring that has high nitrate levels due to agricultural practices, septic tanks and other activities in its groundwater contribution area. In addition, 58 other springs have been identified in the upper Chipola River watershed in Jackson County that are also affected by high nitrate levels. Agricultural practices currently are the largest source of nitrogen loads to the Floridan aquifer in northern Jackson County including the Jackson Blue Spring watershed. This restoration program will focus on partnering with producers in Jackson County to reducing water use from and nitrogen loads to the Floridan aquifer by improving farming practices. In addition to providing funding for irrigation equipment improvements, the grant program will provide cost share funding to producers for fertigation, banding and other precision application equipment and management tools to help reduce the amount of fertilizer and pesticide applied on crops. Equipment eligible through this grant program that will improve the efficient application of fertilizer/pesticides include: light-bar GPS guidance systems to prevent application overlap, flow meters and timer operated shut off devices for center pivot/fertigation systems, variable rate and section control spreaders to adjust the fertilizer application rate controls for in-field variability and other management tools that reduce water usage/fertilizers/pesticides and comply with FDACS Best Management Practices (BMPs).

The Center Pivot Irrigation Grant Program

This center pivot irrigation retrofit program will provide 75 percent cost-share funding to eligible producers within the Jackson Blue Spring watershed and adjacent spingsheds who have received, or will receive, an initial evaluation from the NWFMI program and need system retrofits to improve irrigation efficiency. There are approximately 110 center pivot irrigation systems within the Florida portion of the Jackson Blue Spring watershed and adjacent groundwater contribution areas. Some of these systems have already been retrofitted and adopted the recommended BMP practices and are currently saving water. Other irrigation systems have been evaluated but have not yet implemented the recommended improvements due to funding constraints. This project will provide funds to purchase and install low-volume greater uniformity center pivot irrigation systems under the NWFMI program to improve irrigation and fertilizer efficiency, resulting in decreased agricultural groundwater use and reduced nutrient loading to the Floridan aquifer. The cost of retrofitting a center pivot irrigation system can range from \$3,000 to \$10,000, depending on the size of the system and the recommended improvements.

Fertigation Grant Program

This fertigation program will provide 75 percent cost-share funding to eligible producers within the Jackson Blue Spring watershed and adjacent groundwater contribution areas to implement modern fertilizer and pesticide application systems that improve application efficiency and reduce nutrient and pesticide losses to the watershed. Fertigation systems mix fertilizers, soil amendments, or other water-soluble products into the irrigation water, allowing direct application through center-pivot irrigation systems. The advantage of fertigation is that it provides a system for optimally distributing fertilizers and pesticides at the time of crop irrigation. The chemicals are applied to the crop multiple times (generally six) during irrigation applications, versus two dry applications by conventional methods. Fertilizer runoff during rainfall events is greatly reduced over conventional fertilizer broadcast methods, and application rates are more efficient. Fertigation systems include either a stationary tank system equipped with a fertilizer mixing tank and associated attachments (injector pump, backflow preventer, plumbing) or a mobile tank system that contains the fertilizer mixing tank and associated equipment on a trailer that can be moved from pivot system to pivot system for fertigation operations. A stationary tank fertigation system costs approximately \$7,500, whereas the cost of a mobile tank system is approximately \$10,500.

Banding or Side Dressing Fertilization Grant Program

Banding or side dressing fertilization is an application system where the fertilizer is applied beneath the ground surface directly to the plant roots. This method requires a nitrate banding machine with fertilizer coulters and injection nozzles. The purpose of the machine is to apply liquid fertilizer (nitrogen) directly to the area of the plant roots, thereby not fertilizing the space between the plant rows. Since the fertilizer is not applied directly on the surface, there is less chance for it to be washed away by a large rain event.

The banding fertilization method is used primarily on corn and cotton. Jackson County grows a large amount of cotton annually and in the past several years has significantly increased its production of corn. Equipment that is necessary for the band fertilization method is a banding machine and a light bar GPS for the tractor. The light bar GPS allows for extremely accurate placement of fertilizer/pesticides with no overlap. The cost for a new 6-row banding unit is approximately \$12,000 to \$15,000. The cost for a tractor mounted light bar GPS unit is approximately \$1,500 to \$2,500. This project will provide 75 percent cost-share funding assistance for producers in the Jackson Blue Spring watershed and adjacent groundwater contribution areas of Jackson County to implement these BMP practices.

Precision Agricultural Tools and Services

Additional technologies that meet FDACS BMP guidelines and reduce the amounts of fertilizer applied on fields may also be eligible for cost-share under this contract. These technologies include global positioning system (GPS) guidance systems, precision soil sampling services, and variable rate and section controls for spreaders, sprayers and irrigation systems. There are many different GPS units available and several tiers of systems ranging from basic lightbars to sub-inch accurate Real-Time Kinematic (RTK) systems. Basic lightbar systems eliminate overlap, and more elaborate systems are capable of automatic steering and equipment guidance. Precision soil sampling service by either grid or management zone sampling techniques involves collecting samples (typically on a 2.5 acre plot size) to identify field variability and manage inputs such as nutrients and liming materials. This data is used with GPS to apply precise amounts of fertilizer to fields where it is needed to reduce the amounts applied. Variable Rate and Section Control Technology tools work in tandem and require other technology components, most notably GPS guidance systems, to allow producers the ability to adjust the application rate of inputs based on factors such as terrain, defined boundaries, and in-field variability.

Northwest Florida Mobile Irrigation Lab (NWFMI) Support

The NWFMI supports the water conservation goal of the NFWMD for Jackson Blue Spring watershed and adjacent groundwater contribution areas by reducing water withdrawals for agriculture irrigation and the FDACS/FDEP Agriculture BMP goal of reducing nutrient loading to the Floridan aquifer in Jackson County. Agricultural water use is the largest category of water use in Jackson County, accounting for about 64 percent of the total annual water use. The NWFMI evaluates piped agriculture irrigation systems to estimate potential and actual water savings and, as needed, provides system repair/retrofit recommendations to participating producers for improved water use efficiency. The resulting improvements to equipment and practices enable producers to apply the appropriate amount of water to the right location, minimizing water loss and excessive pumping along with potentially reducing fertilizer application rates. Since the program's inception in Northwest Florida, team members have completed nearly 450 initial evaluations and more than 280 follow-up evaluations, covering an irrigated area of more than 40,000 acres. The total water savings estimated by the NWFMI equal approximately 7.5 million gallons of water per day. A part of this project will be to provide support for the NWFMI to conduct assessments, provide recommendations, evaluate effectiveness and report the results of this project.

ESTIMATED POLLUTANT LOAD REDUCTION METHODS USED:

This proposal is for a non-structural Best Management Practice project, such as educational outreach, demonstrations, and effectiveness evaluations. Nitrogen load reductions have been estimated for some of the BMP improvements but other practices and technologies will require more evaluation by FDACS and the University of Florida - Institute of Food and Agricultural Sciences (IFAS) to estimate load reductions and effectiveness.

The fertigation system is estimated to reduce the total applied nitrogen by approximately 20 percent for corn/cotton/peanut crops, typically resulting in a reduction of about 50 pounds per acre annually assuming two crop seasons per year. The average farm in Jackson County is 236 acres. Implementing a fertigation system should reduce the amount of nitrogen fertilizer used by: $50 \text{ lbs. per acre} \times 236 \text{ acres} = 11,800$ pounds annually for the average farm. The number of producers that will participate in the grant program to purchase fertigation systems is unknown at this time. The total load reduction for fertigation systems

will be estimated based on the number of participating producers and estimated areas used for these systems. The banding fertilization method is estimated to reduce nitrogen use by 25 percent while reducing phosphorus and potash use by 33 to 40 percent, therefore, the benefits would be similar to or a little better than fertigation systems. Estimated nitrogen load reductions for fertilizer banding equipment will be based on the number of producers purchasing this type of equipment and the number of acres farmed using this equipment. The DISTRICT will work with FDACS and IFAS to estimate the nitrogen load reductions from the precision agricultural tools and services utilized through this grant program.

TASKS and DELIVERABLES:

TASK 1

TASK NAME: Northwest Florida Mobile Irrigation Lab (NWFML) support

TASK DESCRIPTION: The NWFML operates under the oversight of the West Florida Resource Conservation and Development Council (WFRDC) within the guidelines of the NRCS/FDACS Mobile Irrigation Lab Handbook - January 2013 (Handbook). Services provided by NWFML are available to producers on a volunteer basis and a mobile irrigation lab evaluation is a requirement when producers enroll in the FDACS BMP Program. Enrollment in the BMP Program is required for producers to participate in the BMP Equipment Cost Share Grant Program. The NWFML will perform initial and follow-up evaluations of irrigations system, which take into consideration: pump flow rate and energy consumption; irrigation system type and physical/performance specifications; irrigation emission and distribution uniformities; depth of water penetration; evaporation, soil type(s), crop type(s) and growth stage; rainfall; and other related attributes. As part of the initial evaluation, potential water savings that could result from recommended repair/retrofitting of irrigation systems will be quantified. Follow-up evaluations will quantify actual water savings resulting from actual repair/retrofitting of irrigation systems which were recommended in the initial evaluation. Individual initial and follow-up evaluation reports will be provided to the irrigators whose systems have been evaluated. Quarterly and annual reports which summarize the individual evaluations, including the potential and actual water savings, will be provided to participating governmental agencies and other interested parties. The NWFML will also provide site specific Irrigation Water Management Plans to irrigators who have received follow-up evaluations. These conservation-oriented plans include: an irrigation schedule, a soil moisture measurement method, an irrigation adjustment method to compensate for infiltration rate changes, an irrigation uniformity evaluation method, an irrigation application rate measurement method, a soil erosion evaluation method, a chemical application irrigation schedule, and a method for recognizing excess runoff.

In addition, the NWFML conducts conservation education and outreach to inform the public of the benefits of their service. Such public outreach can include, but is not limited to, participation in community-based fairs and workshops, seminars or classes provided by educational facilities or by commercial entities, programs provided by governmental agencies, public speaking engagements to civic organizations and clubs, and participation in public affairs broadcasting programs.

DELIVERABLES: FDACS will submit a list of systems that are evaluated.

PERFORMANCE STANDARD: The DISTRICT and the FDEP Grant Manager will review the list of systems to be evaluated by the NWFML to verify that it meets the requirements of this Agreement.

TASK 2

TASK NAME: Agricultural Best Management Practice Equipment Cost Share Grant Program

TASK DESCRIPTION: FDACS will determine the eligibility of producers (applicants) that will be approved to participate in this grant program. To be eligible to participate in this program, the producer must meet the following requirements: the project site must be located in Jackson County, Florida in or adjacent to the Jackson Blue Spring watershed or adjacent groundwater contribution areas in Jackson County. The site must be in regulatory compliance and the producer must enroll in an applicable FDACS-adopted BMP program through submittal to FDACS of a Notice of Intent to implement BMPs. The program will be administered by FDACS through an ongoing cost share grant program. Through this program, the Grantee will provide 75 percent of the funding for approved BMP system retrofits, tools and equipment and producers will provide 25 percent of the cost.

Retrofits, equipment and tools eligible through this Agricultural Best Management Practice Equipment Cost Share Grant Program include:

1. Pivot irrigation system retrofits including installation of drop pipes, sprayer nozzle replacement, pipe replacement and other system improvements that improve efficiency and reduce water loss,
2. Fertigation stationary and mobile tank systems that allow direct application of fertilizer and other amendments to crops optimizing application and reducing excess nutrients and other crop amendments from running off site and leaching into groundwater.
3. Banding/Side-dressing fertilization equipment that allows producers to apply fertilizer and amendments directly to plant roots reducing the total amounts applied to the land.
4. Guidance systems using GPS technology to allow precision application to eliminate overlap and improve efficiency.
5. Variable rate and sections control technology to allow producers to adjust application rates for factors such as terrain, defined boundaries and in-field variability.
6. Other Nutrient and Irrigation tools and services approved by FDACS, the DISTRICT, and FDEP as a BMP practice that reduces the amount of fertilizer and/or irrigation water requirements.

FDACS and/or its cooperating partners will photo document the installation of equipment purchased through this program.

DELIVERABLE: FDACS will submit a list of producers participating in the program and document eligibility of each participant. The Grantee will provide receipts for the purchase of the agricultural BMP retrofits and equipment and photographs of the equipment or system retrofits. The Grantee will also submit a mobile irrigation lab (MIL) report on each system that includes the data collected.

PERFORMANCE STANDARD: The DISTRICT and the FDEP Grant Manager will review the documentation for the purchase and supporting documentation to verify that the equipment meets the requirements of this Agreement.

TASK 3

TASK NAME: Final Project Report

TASK DESCRIPTION: The DISTRICT must complete and submit a Final Report to FDEP. The Final Report is intended to capture the outcome and results of the selected project, including all tasks included in this project. This shall include, reports from the MIL of all irrigation assessment completed both before and after pivot system retrofits if applicable. Documentation of all producers that participated in the BMP Equipment cost share program including receipts for equipment purchases, retrofits or other eligible BMP tools and photos of the equipment and/or tools purchased through the programs. A summary of any problems encountered and how those problems were overcome; an explanation of any project delays; a brief summary of any additional phases yet to be completed; and additional information about successes and lesson learned. The Final Report template, available from the FDEP Grant Manager, should be followed as much as possible.

DELIVERABLES: Draft final report; approved final report that meets all of the requirements identified in the task description. The DISTRICT shall provide one paper copy and one electronic copy of the approved final report to FDEP.

PERFORMANCE STANDARD: Submission of a Final Report, which will be reviewed by FDEP for compliance with this agreement.

TIMELINE:

Task No.	Task Title	Start	Complete
1	MIL	October 1, 2013	September 30, 2014
2	Equipment Purchases and Installation	November 1, 2013	September 30, 2014
3	Final Report	August 2014	September 30, 2014

PROJECT BUDGET BY CATEGORY and TASK:

Task No.	Category	Grant Funding	Match Funding	Additional Estimated Expenditures	Match Source
1	Salaries	\$Enter Value	\$Enter Value		
	Fringe Benefits	\$Enter Value	\$Enter Value		
	Travel	\$Enter Value	\$Enter Value		
	Contractual	\$71,125.00	\$74,636.00 \$61,450.00		FDACS NRCS
	Equipment Purchases	\$Enter Value	\$Enter Value		
	Supplies/Other Expenses	\$Enter Value	\$Enter Value		
	Land	\$Enter Value	\$Enter Value		
	Indirect	\$Enter Value	\$Enter Value		
	TOTAL FOR TASK	\$71,125.00	\$136,086.00		

2	Salaries	\$Enter Value	\$Enter Value		
	Fringe Benefits	\$Enter Value	\$Enter Value		
	Travel	\$Enter Value	\$Enter Value		
	Contractual	\$Enter Value	\$72,000.00		NWFWMD
	Equipment Purchases	\$680,875.00	\$243,625.00 \$50,000.00		Area Producers FDACS
	Supplies/Other Expenses	\$Enter Value	\$Enter Value		
	Land	\$Enter Value	\$Enter Value		
	Indirect	\$Enter Value	\$Enter Value		
	Total for Task	\$680,875.00	\$365,625.00		

TASK 2 BUDGET: Total Funding Available for Equipment: \$974,500.00. 75 percent of the equipment cost of this task will be provided by the combined grant funding from FDEP and FDACS. The remaining 25 percent will be provided as match by area producers. Total equipment costs not to exceed \$75,000 per participant, with grant share at 75 percent this will provide a grant reimbursement limit of \$56,250 per participant. These limitations per participant can be increased or waived if deemed appropriate by FDEP and the NWFWMD, if it is documented that there are not enough eligible participants within the project area to use the available grant funds.

3	Salaries	\$Enter Value	\$Enter Value		
	Fringe Benefits	\$Enter Value	\$Enter Value		
	Travel	\$Enter Value	\$Enter Value		
	Contractual	\$Enter Value	\$Enter Value		
	Equipment Purchases	\$Enter Value	\$Enter Value		
	Supplies/Other Expenses	\$Enter Value	\$Enter Value		
	Land	\$Enter Value	\$Enter Value		
	Indirect	\$Enter Value	\$Enter Value		
	Total for Task	\$Enter Value	\$Enter Value		

Note: The final report will be prepared by the NWFWMD as an in-kind service that is not counted towards match or the project total.

Total:	\$752,000.00	\$501,711.00	\$Total non-required match	
Total Project Cost:	\$1,253,711.00			
Percentage Match:	60%	40%	\$Percent of non-required match to total cost	

PROJECT BUDGET CATEGORY TOTALS:

Category Totals	Grant Funding	Match Funding	Additional Estimated Expenditures	Match Source
Salaries Total	\$Enter Value	\$Enter Value		
Fringe Benefits Total	\$Enter Value	\$Enter Value		
Travel Total	\$Enter Value	\$Enter Value		
Contractual Total	\$71,125.00	\$74,636.00 \$61,450.00 \$72,000.00		FDACS NRCS NFWFMD
Equipment Purchases Total	\$680,875.00	\$243,625.00 \$50,000.00		Area Producers FDACS
Supplies/Other Expenses Total	\$Enter Value	\$Enter Value		
Land Total	\$Enter Value	\$Enter Value		
Indirect Total	\$Enter Value	\$Enter Value		
Total:	\$752,000.00	\$501,711.00	\$Total non-required match	
Total Project Cost:		\$1,253,711.00		
Percentage Match:	60%	40%	\$Percent of non-required match to total cost	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Nick Wooten, Chief, Bureau of Surface & Ground Water
Guy Gowens, Director, Resource Management Division

FROM: John Crowe, Associate Hydrologist - Division of Resource Management

DATE: October 30, 2013

SUBJECT: Consideration of a Grant Agreement with Bay County for a Drainage Stabilization Project that will Reduce Sedimentation in the St. Andrew Bay Watershed

Recommendation:

Staff recommends that the Governing Board authorize the Executive Director to enter into an agreement with Bay County to provide up to \$671,000 in grant funding for a drainage stabilization project that will reduce sedimentation in the St. Andrew Bay watershed.

Discussion:

Attached is a proposed agreement with Bay County providing grant funding for a drainage stabilization project that will reduce sedimentation in the St. Andrew Bay watershed. This project consists of improvements to Ed Lee Road, an unpaved road within the Bear Creek sub-basin, which is a tributary to Deer Point Lake. The proposed project includes stabilizing approximately two miles of existing county-owned and maintained dirt roadway to reduce direct sedimentation of a tributary of Bear Creek caused by erosion of this dirt roadway and associated roadside drainage systems. The project will reduce non-point source pollution into Deer Point Lake, which is a State of Florida Class I waterbody and a designated Surface Water Improvement and Management (SWIM) waterbody.

Starting in 2005, the Florida Legislature allocated funding to the District for implementation of St. Andrew Bay Surface and Water Improvement and Management (SWIM) projects. The Fiscal Year 2013-2014 budget includes \$3,873,654 for implementation of grant projects to protect and restore water quality and watershed resources in St. Andrew Bay.

The St. Andrew Bay system is renowned for its environmental and economic resources and widely recognized as a waterbody of state and national significance. It is a high priority under the SWIM program, and it has been designated a State Aquatic Preserve. The District, state and federal agencies, and local governments have made extensive investments in implementing retrofit and restoration projects and in acquiring and protecting lands along both the tributaries and the bay. These proposed projects will build upon these efforts, improving local conditions while also addressing state and regional watershed priorities. It is anticipated that this project will be completed within 12 months of contract execution.

Attachment: Proposed Grant Agreement

GRANT AGREEMENT

BETWEEN

THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AND

BAY COUNTY

FOR

DRAINAGE STABILIZATION PROJECT THAT WILL REDUCE SEDIMENTATION IN THE ST. ANDREW
BAY WATERSHED

NFWWMD CONTRACT NUMBER XXXXX

WITNESSETH:

WHEREAS, Bay County, a Florida County (hereinafter referred to as the GRANTEE) located in the Florida panhandle, has proposed stabilization and roadside drainage improvements for 10,700 lf (2.03 miles) of dirt road to eliminate major erosion of sediments into the Bear Creek watershed prior to its discharge into Deer Point Lake, which ultimately flows into St Andrew Bay; and

WHEREAS, the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public entity created by Chapter 373, Florida Statutes (hereinafter referred to as the DISTRICT) has developed and approved a Surface Water Improvement and Management (SWIM) plan with the objective of protecting and restoring water quality and watershed resources throughout the St. Andrew Bay Watershed; and

WHEREAS, the DISTRICT, is authorized under 373.083(1), Florida Statutes to contract with public agencies; and

WHEREAS, the Florida Legislature has appropriated funding to the DISTRICT for “St. Andrew Bay Surface Water Improvement and Management (SWIM) Project,” and

WHEREAS, the stabilization of Ed Lee Road in the Bear Creek sub-basin of the St. Andrew Bay Watershed, as proposed by the GRANTEE, will eliminate major erosion of sediments into Bear Creek and in the process provide needed water quality improvement; and

NOW, THEREFORE, in consideration of services to be performed for the public benefit hereunder, the DISTRICT and GRANTEE agree as follows:

The DISTRICT agrees:

- A. To provide funding, on a reimbursement basis, not to exceed six hundred seventy-one thousand (\$671,000.00) for the stabilization of Ed Lee Road in the Bear Creek sub-basin of the St. Andrew Bay Watershed, as described in the Scope of Work (ATTACHMENT 1).

- B. To provide payment of funds indicated in Paragraph 1.A. for work satisfactorily completed within 30 days of receipt of approved invoices from the GRANTEE. Invoices may be submitted no more frequently than quarterly. All invoices must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof.
2. The GRANTEE agrees:
- A. To complete the stabilization of Ed Lee Road in the Bear Creek sub-basin of the St. Andrew Bay Watershed, as described in the Scope of Work (ATTACHMENT 1).
 - B. To obtain all necessary permits for project construction and operation.
 - C. To administer any engineering and construction contracts.
 - D. To invoice the DISTRICT for approved expenses in support of the stabilization of Ed Lee Road in the Bear Creek sub-basin of the St. Andrew Bay Watershed, as described in the Scope of Work (ATTACHMENT 1). Invoices may be submitted no more frequently than quarterly and must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof. Supporting documentation shall reflect actual out-of-pocket expenses.
 - E. To provide to the DISTRICT all deliverables specified in the Scope of Work (ATTACHMENT 1). Deliverables will be provided to District staff during project implementation. Final deliverables may be submitted in either hard copy or electronic format.
 - F. To construct and maintain the paving of Ed Lee Road in accordance with all necessary permits, including those issued by the DISTRICT, the GRANTEE, the Florida Department of Environmental Protection, and the U.S. Army Corps of Engineers.
 - G. To provide all necessary services associated with facility design, permitting, and construction, including surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary.
 - H. To use funds obtained from the DISTRICT pursuant to this AGREEMENT solely for the purposes of the stabilization of Ed Lee Road in the Bear Creek sub-basin of the St. Andrew Bay Watershed, as described in the Scope of Work (ATTACHMENT 1).
 - I. To comply with all applicable federal, state and local rules and regulations in providing services under this AGREEMENT. The GRANTEE acknowledges that this requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations.
 - J. To maintain books, records, and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The DISTRICT, the State of Florida, or their authorized representatives shall have access to such records for auditing purposes during the term of this AGREEMENT and for three years following project completion.

3. It is mutually understood and agreed that:
- A. This AGREEMENT shall remain in effect until January 31, 2015, unless extended by mutual written consent.
 - B. The DISTRICT shall have no liability or responsibility to the GRANTEE, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the GRANTEE and its contractors or any other person or entity associated with the project as a result of, or arising out of, the GRANTEE's use of DISTRICT funds.
 - C. This AGREEMENT may be terminated by either of the parties upon at least 30 days written notice prior to the award of construction contracts.
 - D. The DISTRICT may unilaterally cancel this AGREEMENT for refusal by the GRANTEE to allow access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE in conjunction with this AGREEMENT.
 - E. This AGREEMENT is subject to the availability of funds anticipated at the time of execution. Should funding be discontinued or reduced, the AGREEMENT will be terminated or amended, as appropriate. In this event, the GRANTEE shall be compensated for work or services satisfactorily completed prior to termination or amendment of the AGREEMENT.
 - F. This AGREEMENT constitutes the entire agreement between the DISTRICT and the GRANTEE and may be amended or extended only in writing, signed by both the DISTRICT and the GRANTEE.
 - G. The DISTRICT and the GRANTEE may, by written order designated to be an Amendment to this AGREEMENT, agree that additional work shall be undertaken within the general scope of this AGREEMENT.
 - H. To the extent required by law, all contractors shall be required to secure and maintain such insurance as will protect it from claims under the Workers' Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this AGREEMENT.
 - I. These funds should be considered state financial assistance under the Florida Single Audit Act, under Florida Catalog of State Financial Assistance (CSFA) #37.039. As a recipient of these funds, your entity, as the GRANTEE, must comply with the Single Audit Act. These requirements also flow down to any sub-recipients of these funds. The GRANTEE shall satisfy specific requirements, as set forth in ATTACHMENT 3, Single Audit Act Requirements.
 - J. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY

TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- K. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- L. As provided under Section 216.347, Florida Statutes, expenditure of DISTRICT grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.
- M. Notices provided for in this AGREEMENT shall be delivered to the GRANTEE by delivery to the GRANTEE’s Project Manager and to the DISTRICT by delivery to the DISTRICT Project Manager. The Project Managers are:

BAY COUNTY

Josee Cyr, County Stormwater Engineer
Bay County Public Works
840 West 11th Street
Panama City, FL 32401
(850) 248-8301
jcyr@co.bay.fl.us

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

John Crowe, Associate Hydrologist
NFWFMD
81 Water Management Drive
Havana, Florida 32399-3700
(850) 539-5999
John.Crowe@nfwfmd.state.fl.us

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year last below written.

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

BAY COUNTY, FLORIDA

By: _____
Jonathan P. Steverson, Executive Director

By: _____
George Gainer, Chairman

Date: _____

Date: _____

GRANT AGREEMENT BETWEEN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND
BAY COUNTY, FLORIDA

ATTACHMENT 1 – SCOPE OF WORK

**STABILIZATION OF ED LEE ROAD IN THE BEAR CREEK SUB-BASIN OF THE
ST. ANDREW BAY WATERSHED**

PROJECT OVERVIEW:

Few activities cause more long-term damage to water quality and ecosystems than construction and maintenance of roads. Across the landscape, the effects of road building and maintenance have dramatically altered the form and function of ecosystems. The adverse effects of roads on water quality and habitats are well documented (Clinton and Vose, 2002; Crawford and Lenat, 1989; Forman and Alexander, 1998; Grace et. al., 1998; Gucinski et. al., 2000; Reid and Dunne, 1984). The interface of unpaved roads and streams creates runoff conditions that frequently result in erosion of road prism materials and right-of-way soils that are conveyed directly to receiving streams as sediment. Stream sedimentation reduces the quality and availability of aquatic habitats, impairs water quality, increases flooding, impairs navigation and recreation, and alters alluvial and fluvial geomorphology.

Northwest Florida encompasses an abundance of rivers, streams, tributaries, and wetlands that support a rich and diverse assemblage of aquatic species (Means, 1977; Yerger 1977; Swift et. al., 1977). These aquatic ecosystems are particularly critical to the conservation of a number of rare and imperiled freshwater mussel and fish species (Masters et al., 1998). Most of these ecosystems, however, have been affected, and many have been significantly degraded, by widespread and persistent sedimentation from unpaved roads. In many cases, habitat degradation, fragmentation, and/or loss associated with sedimentation is directly related to aquatic species declines and federal and state listing status.

The primary effects of roads on aquatic and wetland ecosystems are as follows:

- Surface disturbance associated with road construction and maintenance has altered the form and function of landscapes and ecosystems.
- Unpaved road approaches to streams and stream crossing structures are sources of erosion and direct discharge of sediment and other pollutants into receiving wetland and aquatic ecosystems.
- Unpaved roads in close proximity to water resources and road-stream crossings are primary contributors to the impairment of water quality, alteration of natural drainage patterns, changes in morphology of stream and wetland resources, introduction of exotic plant species, and degradation of wetland, aquatic, and terrestrial wildlife habitats.

The significance of sedimentation from unpaved roads has been recognized in many watershed management plans, including SWIM plans and Florida Department of Environmental Protection (FDEP) Ecosystem Management Plans. Effectively addressing the issue, however, has proven

problematic due to the scope of the problem - with thousands of potential sites spread throughout the region and the potential cost to local governments of addressing the problem to a significant degree.

POLLUTION REDUCTION STRATEGY:

Bear Creek discharges into the Deer Point Lake Reservoir in the Deer Point Lake Watershed a Class I Water Body (Figure 1). Deer Point Lake Reservoir is a manmade impoundment that captures surface water for water supply purposes. In addition, the reservoir provides fresh water for industrial use and recreational resource.

Because Deer Point Lake Reservoir serves as the primary drinking water supply for Bay County, the State of Florida has classified the water body as Class I waters as well as a designated Surface Water Improvement and Management (SWIM) water body. Currently, the Deer Point Lake Reservoir is listed #3 in the Northwest Florida Water Management district SWIM priority list with preservation of the lake's natural resources, water quality and related habitat identified as the primary requirement.

One of the biggest remaining threats to the preservation of the Deer Point Lake Reservoir is sediment discharge into the lake from existing dirt roads. It should be noted that the creation of new dirt roads is no longer allowed under the present Land Use Code, therefore the number of existing dirt road miles is not expected to increase.

Non-point source (NPS) pollution from dirt roads is generated when stormwater runoff collects pollutants from these roads and carries them into receiving waters. Pollutants entering the water in this way may include sediments which can carry heavy metals, oils and grease leading to navigation impediments, sediment chemical contamination, and wetland habitat losses (St. Andrews Bay Watershed SWIM Plan, September 2000).

A permanent solution is to eliminate the source, which are the dirt roads. The chosen method to accomplish this is to stabilize the existing dirt roads with hot mix asphalt followed by the stabilization of the roadside shoulders and drainage systems using sod, seeding and mulching. Once the existing dirt roadway is stabilized then the roadside shoulders and drainage systems can be seeded and mulched or sodded to complete the stabilization of loose sediment that can be carried by stormwater runoff. We have used this technique throughout the Deer Point Lake Protection Zone.

This project will focus on Ed Lee Road an unpaved road within the Bear Creek Basin. The proposed project includes stabilizing approximately 2.03 miles of existing county owned and maintained dirt roadway to reduce sedimentation caused by erosion of this dirt roadway and associated roadside drainage systems, which drain into Deer Point Lake.

The proposed project includes engineering and construction to improve the capacity of the existing roadside drainage system of Ed Lee Road erosion of the drainage systems and the adjacent roadway. It is proposed to improve the roadside drainage system by providing a combination of stabilized swales and concrete ditches to prevent erosion of the drainage system.

The project will reduce non-point source pollution into Deer Point Lake, a State of Florida Class I water body as well as a designated Surface Water Improvement and Management (SWIM) water body.

CORRECTIVE APPROACH:

The conservation and recovery of aquatic/wetland ecosystem water quality and habitat functions altered by unpaved road-induced sedimentation is primarily dependent on:

- Minimizing soil erosion and sediment delivery from unpaved road surfaces and roadside drainage systems in upland watershed stream approach areas.
- Minimizing soil erosion and sediment delivery associated with stream crossing fill material(s) and structure(s) in floodplain areas.
- Reducing the extent, frequency, and/or duration of maintenance performed on unpaved roads hydrologically connected to aquatic/wetland systems.

It is proposed to do this by designing adequate stabilized roadside drainage and stabilizing the dirt roads.

Results of this approach include protection of healthy stream ecosystems from future impacts and recovery of the damaged aquatic/wetland ecosystem water quality functions, biological integrity, and morphological stability and increases in the cost-effectiveness of road maintenance.

Environmental impacts associated with unpaved roads can be minimized through selective road maintenance, road upgrading and downgrading, road rehabilitation, and/or decommissioning (conversion, closure, and obliteration) of unnecessary roads. The roads associated with this project serve an existing residential area and cannot be closed or downgraded. The slopes and impacts are too severe to be addressed with revised maintenance practices. Therefore, it was determined that the appropriate BMPs for this area are paving of the road surfaces, providing adequate stable roadside shoulders and swales for the treatment and conveyance of stormwater runoff.

The goals of this project include the following:

Implement a project that will:

1. Reduce sediment loading.
2. Protect and increase aquatic diversity.
3. Protect and restore aquatic habitat.

The objective of this project is to implement a variety of unpaved road and roadside BMPs to reduce sediment loading, protect and restore aquatic habitats.

This project entails paving and providing stormwater runoff management for approximately 2.03 miles of dirt road in the Bear Creek Basin in north Bay County. See Figure 1 for the general project location and specific site. The improvements are planned specifically for 2.03 miles of Ed lee Road. The runoff from this dirt road discharges directly into Bear Creek.

Detailed surveys of the project location will be performed and design and construction plans for stabilizing the roadway. The project will be permitted and then the County will proceed with bid procurement.

<u>Milestone</u>	<u>Number of Days to Complete</u>
[Ex., Demolition of 6 structures and removal of debris	14 days]
Task I State Contracting process	60 days
Task II Surveying and Geotechnical	45 Days
Tasks II Design	120 Days
Tasks III Permitting	30 Days
Tasks IV Construction	150 Days
Tasks V State Closeout Process	30 Days
<i>The project could begin as soon as funding is made available and the project could be completed in 12 months.</i>	



Figure 1: Ed Lee Road Project Site

Deliverables

The GRANTEE shall complete the above project description.

1. With each invoice the GRANTEE shall provide the following:
 - a. Description of activities completed during the invoice period;
 - b. Design drawings and project area map, if not previously provided;
 - c. Photographic documentation of construction activities;
 - d. Documentation of costs incurred to date, in sufficient detail for proper pre-audit and post-audit.
2. The GRANTEE shall provide a Final Project Summary Report upon completion of the project, to include the following:
 - a. Project Summary Statement outlining accomplishments, problems encountered solutions, and future recommendations.
 - b. Design drawings and project area map.
 - c. Photographic record of project activities and completion.
 - d. Documentation of project costs, including grant funding and funding from other sources.

Specified deliverables may be provided in electronic format.

GRANT AGREEMENT BETWEEN THE NORTHWEST FLORIDA WATER MANAGEMENT
DISTRICT AND BAY COUNTY, FLORIDA

ATTACHMENT 2: Single Audit Act Requirements

Pursuant to Grant Award No. 14-XXX, state financial assistance was awarded to the GRANTEE as follows:

Statewide Surface Water Restoration and Wastewater Projects: Ecosystem Management and Restoration Trust Fund: **\$671,000**.

These funds should be considered state financial assistance under the Florida Single Audit Act, under CSFA# 37.039. As a recipient of these funds your entity, as the Grantee, must comply with the Single Audit Act. These requirements also flow down to any sub-recipients of these funds.

- A. The Grantee shall comply with the applicable provisions contained in the **Attachment Section 2, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to the **Attachment** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of the **Attachment**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the District's Grants Manager at 850/539-5999 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in the **Attachment, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a sub-recipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Non-state Organizations Recipient/Sub-recipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the District for assistance with questions pertaining to the applicability of these requirements.

It is the responsibility of the District to notify recipients of state and federal financial assistance of their responsibility to file single audit reports to the proper authorities if they expend \$500,000 or more within their fiscal year. Attached is a copy of the Special Audit Requirements for your reference and convenience.

If you have any questions please contact Jean Whitten or Amanda Bedenbaugh at (850) 539-5999. Fax: (850) 539-2777.

ATTACHMENT 3, Section 2

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Northwest Florida Water Management District (*which may be referred to as the "District", or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Northwest Florida Water Management District, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Northwest Florida Water Management District. In the event the Northwest Florida Water Management District determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the District to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Northwest Florida Water Management District by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Northwest Florida Water Management District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required.

In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART II: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Northwest Florida Water Management District at the following address:

Bureau of Finance & Accounting
Northwest Florida Water Management District
81 Water Management Drive
Havana, Florida 32333-4712
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of

the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Northwest Florida Water Management District at the following address:

Bureau of Finance & Accounting
Northwest Florida Water Management District
81 Water Management Drive
Havana, Florida 32333-4712

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Northwest Florida Water Management District at the following address:

Bureau of Finance & Accounting
Northwest Florida Water Management District
81 Water Management Drive
Havana, Florida 32333-4712

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Northwest Florida Water Management District at the following address:

Bureau of Finance & Accounting
Northwest Florida Water Management District
81 Water Management Drive
Havana, Florida 32333-4712

5. Any reports, management letters, or other information required to be submitted to the Northwest Florida Water Management District pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Northwest Florida Water Management District for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General access to

such records upon request. The recipient shall ensure that audit working papers are made available to the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Northwest Florida Water Management District.

ATTACHMENT 3, Exhibit 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	District Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount
	<i>SWIM (Ecosystem TF)</i>	<i>2013-2014</i>	<i>37.039</i>	<i>Engineering and Construction Grant</i>	<i>\$671,000</i>

(1.) Contact District for specific funding source amounts.

Total Award				\$671,000.00
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Michael Edgar, Director of Division of Regulatory Services

DATE: October 23, 2013

SUBJECT: Consumptive Use Consistency Rulemaking—Notice of Proposed Rule

ACTION ITEM: Request for Authorization to Submit and Publish the Notice of Proposed Rule

Program:

Consumptive Uses of Water, Chapter 40A-2, Florida Administrative Code and General and Procedural, Chapter 40A-1, Florida Administrative Code

Issue:

The Division of Regulatory Services is in the final stages of rulemaking activities that have been ongoing since November 2011. This is concurrent with similar efforts among all of the water management districts to streamline and bring consistency to the permitting process and is locally known as CUPCon. CUPCon goals include: 1) making the consumptive use permitting program less confusing for applicants; 2) treating applicants equitably statewide; 3) providing consistent protection of the environment; 4) streamlining the process; and 5) incentivizing behavior that protects water resources.

Discussion:

The Florida Department of Environmental Protection (DEP) and water management districts have been working diligently to make meaningful, prudent changes to improve consistency among the consumptive use permitting rules across the state.

The District's Notice of Rule Development was advertised in the Florida Administrative Register on July 20, 2012. Eight workshops were held across the District during the rulemaking process: three in 2012 and five in 2013. Staff also met with individual permittees regarding their concerns and have given presentations for various groups regarding the rule changes. In addition, the DEP held several separate stakeholder meetings regarding various portions of the proposed changes.

DEP and the districts have considered comments received from the workshops across the state and have incorporated all relevant changes. The District's Notice of Proposed Rule and the associated rule language will be made available online the week following the Board's approval (<http://www.nwfwmd.state.fl.us/permits/rulemaking373.html>). A Statement of Economic Costs (SERC) has been prepared to determine the regulatory impact of the CUPCon amendments. The SERC indicates the amendments will not have an adverse impact on economic growth; on permittees, small business, or small governments. The proposed rule language and SERC are included in the Governing Board materials for this agenda item.

The Department continues to coordinate all activities by the districts, and it is anticipated that all the districts will be submitting their Notices of Proposed Rule to the Office of Fiscal Accountability and Regulatory Reform and to the Joint Administrative Procedures Committee in the month of November. The time the proposed rules spend in review by those agencies will depend on their schedules and

workload. It is presently estimated that the final rule for adoption will be brought back to the Board in February. Information regarding all CUPCon activities is available on DEP's website (<http://www.dep.state.fl.us/water/waterpolicy/cupcon.htm>).

Recommendation:

Staff recommends that the Governing Board authorize submittal of the Notice of Proposed Rule to the required parties and authorize staff to schedule a public hearing before the Governing Board, if requested, once the Office of Fiscal Accountability and Regulatory Reform and Joint Administrative Procedures Committee reviews are complete.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 PUBLIC HEARING FOR REGULATORY MATTERS
A G E N D A

District Headquarters
 81 Water Management Drive
 Havana, Florida 32333

Thursday
 November 14, 2013
 1:05 p.m., ET

Note: Appeal from any NFWFMD Final Agency Action requires a record of the proceedings. Although Governing Board meetings are normally recorded, affected persons are advised that it may be necessary for them to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based. Persons with disabilities or handicaps who need assistance or reasonable accommodation in order to participate in these meetings should contact the District at least 72 hours in advance of these meetings to make appropriate arrangements.

PART I — CONSENT AGENDA

• WATER USE PERMITS

A. Permit Modification & Renewals

A-1 Applicant: City of Lynn Haven
 App. No.: I07353
 Location: Permit Area B, Bay County
 Use: Public Supply
 Capacity: 5,741 Gallons per Minute
 Purpose: Applicant has applied for renewal and modification of Individual Water Use Permit No. 19920038 with an increase in the average day and maximum month withdrawal amounts and a decrease in the maximum day withdrawal amount.

Facilities: Modification of Current Facility

Withdrawal Amounts Gallons:	Permitted	Recommended
Annual Average Daily	2,810,000	3,290,000
Maximum Daily	4,910,000	4,880,000
Maximum Monthly	128,405,000	134,000,000

Duration Recommended: 5 Years
 Staff Recommendation: Approval
 Public Comment Received: No

A-2 Applicant: Woerner Development, Inc.
 App. No.: I07415
 Location: Permit Area B, Calhoun County
 Use: Agriculture Irrigation, Limited Public Supply, and Other Outside Uses
 Capacity: 5,300 Gallons per Minute
 Purpose: Applicant has applied for renewal of Individual Water Use Permit No. 20080015 with no change in the permitted withdrawal amounts.

Facilities: Same as Current Facility

Withdrawal Amounts Gallons:	Permitted	Recommended
Annual Average Daily	1,360,000	1,360,000
Maximum Daily	3,500,000	3,500,000
Maximum Monthly	100,200,000	100,200,000

Duration Recommended: 20 Years

Staff Recommendation: Approval

Public Comment Received: No

PART II — INFORMATIONAL ITEM(S)

• ERP INFORMATION ITEM

NFWFMD Environmental Resource Permit Program Activity Status for SEPTEMBER 2013		
Activity	Current Month	Fiscal Year to Date Total
Applications Received	20	184
Permits Issued	14	176
Exemption Certifications Issued	2	100
10/2 GP Authorizations	13	174

TAP/tp

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

STAFF REPORT

TO: Governing Board

FROM: Regulatory Division

DATE: October 18, 2013

SUBJECT: Request for Renewal and Modification of Individual Water Use Permit No.19920038
Individual Water Use Permit Application No. I07353

Applicant: City of Lynn Haven

Location: Bay County, Permit Area B
Sections 9 and 16; Township 3 South; Range 14 West

Use: Public Supply

Water Sources: Floridan Aquifer

Facilities: See Appendix I

Capacities: Existing: 3,941Gallons per Minute; 5,675,040 Gallons per Day
Proposed: 5,741Gallons per Minute; 8,267,040 Gallons per Day

Withdrawal Information:

Water Use	Permitted	Use*	Requested	Recommended
Average Day (GPD)	2,810,000	2,033,748	3,294,000	3,290,000
Maximum Day (GPD)	4,910,000	3,924,000	4,875,000	4,880,000
Maximum Month (GAL)	128,405,000	81,543,000	134,264,000	134,000,000

*Year 2012.

Staff Evaluation:

The City of Lynn Haven (Lynn Haven) is requesting renewal and modification of Individual Water Use Permit (IWUP) No. 19920038 to increase the authorized withdrawal amounts and to add two Floridan Aquifer Public Supply wells to the IWUP. Lynn Haven has complied with the provisions of the existing IWUP.

Lynn Haven withdraws water from the Floridan Aquifer and also buys approximately 26 percent of its potable water from Bay County via the Deer Point Lake Reservoir in order to meet the Public Supply demands of approximately 17,000 residents within its service area. It is Lynn Haven's stated plan to obtain all of its potable water through groundwater withdrawals from the Floridan Aquifer, while maintaining established interconnections with Bay County, which currently supplies Lynn Haven with approximately 26 percent of its potable water. The planned shift wholly to groundwater will allow Lynn Haven to fully integrate their water system and cease operating two parallel systems for the differing sources of supply. The recommended average daily rate is based on a 4.04% annual growth of population multiplied by per capita use. The recommended maximum daily rate is based on an acceptable daily

peaking ratio of 1.5 multiplied by the recommended average daily rate. Staff recommends Lynn Haven’s requested maximum monthly rate, which reflects the average daily multiplied by 30 days. Lynn Haven’s water losses (difference between the amount pumped or bought and the amount billed with an adjustment for accounted losses) have averaged approximately 10% during the period 2010 through 2012, which meets the District goal of 10 percent or less. Lynn Haven’s residential per capita water use is estimated to meet the District’s water use efficiency goal of 100 gallons per day or less.

Three-dimensional groundwater modeling was performed by Trinity Analysis and Development Corporation (Trinity) on behalf of Lynn Haven to evaluate impacts to the Floridan Aquifer and transport of chlorides associated with Lynn Haven’s requested withdrawal amounts. The modeling codes used by Trinity were the USGS developed MODFLOW and U.S. Army Corps of Engineers developed MT3DMS, which use the finite difference method to solve the groundwater flow equation and equations for the advection and dispersion of solutes in groundwater, respectively. The groundwater flow model was calibrated to the Floridan aquifer head field using targets derived from District recorded static groundwater levels and the NFWFMD June 2010 Potentionmetric Surface Map. Model predicted heads in the Floridan aquifer were then compared with the NFWFMD produced Pre-Development and 1996 Potentiometric Surfaces, and statistical analysis reveals adequate “goodness of fit” and acceptable levels of error. Therefore, the model is reasonably well calibrated for the purposes and scale of the modeling efforts.

The calibrated steady-state model was used to perform a series of steady-state and transient simulations to predict the drawdown and groundwater velocity field associated with both Lynn Haven’s current pumpage and requested increases in the ADR. For the steady-state scenario using current ADR, drawdowns of 30 feet and 20 feet were simulated at distances of one-half mile and one mile, respectively, from the center of pumping. For the requested 5-year ADR scenario, additional drawdowns of approximately 4 feet and 3 feet were estimated from the simulation at distances of one-half mile and one mile, respectively, from the center of pumping. An assymetric cone of depression resulting in a 5 foot drawdown in the Floridan potentiometric surface will extend in the directions summarized below.

Projected Maximum Extent of Additional Two Foot Drawdown in Floridan Aquifer Associated with Requested Average Daily Rate.	
Direction	Approximate Distance from Center of Pumping
Floridan Aquifer System-W. of well field	2.6 miles
Floridan Aquifer System-S. of well field	8.6 miles
Floridan Aquifer System-E. of well field	16.8 miles
Floridan Aquifer System-N. of well field	6.3 miles

Transient scenarios using the proposed MMR were minor and generally less than a foot one-half and one mile from the center of pumping.

The solute transport model MT3DMS was used to simulate 20 year changes in chloride concentrations in the Floridan Aquifer under steady-state conditions at the requested average daily rate of withdrawal. Chloride concentrations exceeding drinking water standards (250 mg/L) were simulated in the lower open intervals (>550 ft. below sea level) of 6 out of 7 Lynn Haven production wells. Chloride concentrations simulated at shallower intervals (<550 ft. below sea level) in the production wells were up to several orders of magnitude lower than the deeper intervals (<1 to 14 mg/L). These results present the possibility of significant upconing of saline waters from the lower Floridan.

The additional drawdowns and simulated upconing of saline water are not insignificant. However, the current potentiometric levels of the Floridan Aquifer are generally sufficient to sustain Lynn Haven's requested withdrawal amounts, and the areal extent of the simulated saline upconing is small and not within the capture zone of any other known well. Given these assumptions, Lynn Haven's requested withdrawal amounts are not anticipated to harm existing legal users, offsite land uses, or water resources.

To assure that Lynn Haven continues to meet the Conditions of Issuance specified by section 373.201, Florida Statutes, and section 40A-1.201, Florida Administrative Code, for the permit duration, a network of monitoring wells will be required to closely monitor drawdowns and solute concentrations in the vicinity of the Lynn Haven well field, and provide data for validation and/or further calibrations of the groundwater flow and transport model.

Conclusions and Staff Recommendations:

It is the determination of the staff that the water use amounts recommended, as conditioned, are reasonable-beneficial, consistent with the public interest, and will not harm the water resources of the area or interfere with existing legal users. This determination has been made according to provisions of Chapter 373, Florida Statutes, and Chapter 40A-2, Florida Administrative Code.

The staff recommends that the applicant be granted an Individual Water Use Permit for an annual average daily withdrawal of 3,290,000 gallons, a maximum daily withdrawal of 4,870,000 gallons and, a maximum monthly withdrawal of 99,080,000 gallons. Staff also recommends that the permit expire December 1, 2018 and that the permit be conditioned as per the terms and Standard Conditions of the permit document (NFWFMD Form No. A2-E) and the following Specific Conditions:

1. The Permittee shall include the Individual Water Use Permit number and shall reference each well by its Florida Unique Identification Number on all submittals when corresponding with the District.
2. The Permittee shall record the data required on Water Use Summary Reporting Form NFWFMD A2-I for each production well. The Permittee, by January 31 of each year, shall submit the report to the District for the preceding year's water use, even if no water is used. The Permittee, if preferred, may submit the reports electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nfwfmd.state.fl.us. The reports for the year 2013 are due by January 31, 2014.
3. The Permittee, by February 28, 2014, shall submit a plan for District approval, to develop a network of three wells—existing or newly constructed—to continuously monitor water levels and periodically sample water quality in the Floridan aquifer near the facilities permitted herein. The plan shall include, at a minimum, the proposed locations, coordinates, cased and total depths for each monitor well. General locations and specifications are provided below but the Permittee's plan must provide location specifics and any well specification changes proposed to better meet the stated purpose of each well. The Permittee is prohibited from beginning construction of the monitor wells until the plan is approved by the District. The Permittee shall propose final specifications based on discrete interval testing performed during construction to determine the best monitoring intervals for the stated purpose of each well. The Permittee may not finalize construction of any of the monitor wells until its final construction specifications are approved by the District.
 - a. LH MO #1 is intended to monitor water levels and water quality at the base of the Lynn Haven production zone. The Permittee shall site the well in the vicinity of production wells LH #5 (AAA7569) and #6 where upconing of poor quality water was predicted. The Permittee must construct this well at least 2,300 feet from LH #5 (AAA7569) and 1,200 feet from LH #6 in the

northern or eastern portion of the section.. The production portion of this monitor well shall be approximately 25' unless construction testing provides compelling evidence to adjust the interval.

- b. LH MO #2 is to monitor water level in the zone of the Floridan aquifer commensurate to the City's production wells in the general area of operation but away from the immediate zone of influence of any production well. This well can be collocated with LH MO #3.
- c. LH MO #3 is to monitor water level in the zone of the Floridan aquifer commensurate to general domestic well construction in the area. This well can be collocated with LH MO #2.

Deviations from the locations provided below must be approved by the District.

Floridan Aquifer Monitor Well Construction				
Well ID	General Location	Well Characteristics*		
		Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)
LH MO #1	T03S; R14W; Sec 16	4	650	675
LH MO #2	T03S; R14W; Sec 15	4	350	650
LH MO #3	T03S; R14W; Sec 15	4	220	350

The Permittee, by June 30, 2014, shall complete construction of the wells. The Permittee, at the time of construction, shall have a lithologic log created for the borehole of each well. Additionally, the Permittee, at the time of construction of LH MO #1, shall have geophysical logging performed on the borehole including: natural gamma; flow, bulk; and fluid resistivity logs. The Permittee, by August 31, 2014, shall submit to the District the well construction reports, required logs, and surveyed elevations of all monitor wells.

- 4. The Permittee, by July 31, 2014 shall install, per manufacturer standards and specifications, continuous water level recorders on all Floridan monitor wells. The Permittee shall provide for the continuous, uninterrupted measurement of all wells after July 31, 2014.
- 5. The Permittee, prior to July 31, 2014 or installation of the continuous water level recorders shall have static water levels for all Floridan production wells measured on a monthly basis. Water levels shall be taken following a 24-hour non-pumping period, as much as is practicable, and reported as depth-to-water below a pre-defined measuring point. All measurements shall be taken from the same measuring point. If the measuring point is different from land surface elevation, then the Permittee shall provide the measuring point distance above or below land surface. All static water level reports shall include the date and time the well was turned off, date and time the measurement was taken, method and device used, and the water level measurement to 0.01 foot and 1.0 foot precision for steel/electric tape and airline methods, respectively. The Permittee shall submit the results to the District by the last day of the month in which the measurement is made (e.g. measurements made during the first two weeks of January are due by January 31). The Permittee, if utilizing the airline method, shall also report airline length, gauge reading, linear distance of the airline terminus from land surface, and a description of where the airline terminates (e.g. land surface, pump base, pressure gauge, etc.).

The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly and emailing it to compliance@nwfwmnd.state.fl.us.

- 6. The Permittee shall have a Florida registered surveyor survey the elevation of a recoverable, chiseled square on the well house floor and the well's measuring point (i.e. top of the casing, top of the

airline, access port) for all production wells and monitor wells. The Permittee, by July 31, 2014, shall provide the surveyor's report, which specifies the vertical elevation datum used in the survey, to the District.

7. The Permittee, after July 31, 2014, shall submit to the District in a single electronic submittal the following information by January 31, April 30, July 31 and October 31 of each year:
 - a. Static water levels for all Floridan production wells for the previous three months (e.g. measurements for January, February, and March shall be submitted by April 30). Water levels shall be taken following a 24-hour non-pumping period, as much as is practicable, reported as depth-to-water below a pre-defined measuring point. All measurements shall be taken from the same measuring point. If the measuring point is different from land surface elevation, then the Permittee shall provide the measuring point distance above or below land surface. All static water level reports shall include the date and time the well was turned off, date and time the measurement was taken, method and device used, and the water level measurement to 0.01 foot and 1.0 foot precision for steel/electric tape and airline methods, respectively. The Permittee, if utilizing the airline method, shall also report airline length, gauge reading, linear distance of the airline terminus from land surface, and a description of where the airline terminates (e.g. land surface, pump base, pressure gauge, etc).
 - b. Continuous water level readings for all Floridan monitor wells for the previous three months (e.g. measurements for January, February, and March shall be submitted by April 30). At a minimum, the recorder will be programmed to collect measurements at 15 minute intervals. Water level measurements shall be reported to the nearest 0.01 foot precision and reported as depth-to-water below a pre-defined measuring point. If the measuring point elevation is different from land surface, the Permittee shall provide the difference between these two elevations. The Permittee shall maintain and calibrate the recorder according to manufacturer recommendations. The readings shall be submitted electronically in Comma Separated Value (CSV) or ASCII delimited text file format.
 - c. Manual water level measurements for all Floridan monitor wells for the previous three months. The Permittee shall manually measure groundwater levels each month coincident with each recorder download to verify the accuracy of the continuous recorder. The Permittee shall perform the manual water level measurements with a tape, graduated in 0.01-foot increments. The Permittee shall report the reading as depth-to-water below a pre-defined measuring point to 0.01-foot precision. If the measuring point elevation is different from land surface, the Permittee shall provide the difference between these two elevations. The Permittee shall include, at a minimum, the difference in height between the measuring point and land surface, the date and time the measurement was taken, and the water level measurement.
 - d. The Permittee shall compare the manually collected water level measurement to the recorder's water level reading at the time of the manual measurement. If the difference is greater than +/- 0.05 foot, the Permittee shall adjust the instrument offset so that the recorder reading and manual measurement are identical. The Permittee shall provide a statement certifying that the adjustment was performed.

The Permittee may submit the report electronically via digital media or, if preferred, by e-mailing it to compliance@nwfwm.d.state.fl.us.

8. The Permittee shall conduct water quality analysis on monitor well LH MO #1 and each production well twice annually, during the first two weeks of January and July. Results from the January sample are due by February 28 and results from the July sample are due by August 31. Prior to sampling, the

Permittee shall purge more than three well volumes from each well, and shall report with each set of test results, the duration of purging, purge rates, and purge volumes used. All water quality analysis shall be conducted by a laboratory with a FDEP approved Comprehensive Quality Assurance Plan (CompQAP). The water quality analysis shall test for the following chemical concentrations: chloride, sodium, and total dissolved solids. The Permittee shall submit the results by the last day of the following month (e.g., data for samples collected in January are due by February 28). The Permittee, if preferred, may submit the report electronically by e-mailing it to compliance@nwfwd.state.fl.us.

9. The Permittee, prior to the next request for renewal or modification of the Permit, shall prepare and submit to the District modeling to support the application. If the Permittee chooses, this can take the form of a validation of the previous ground water flow modeling, as summarized in “Ground Water Modeling Report for The City of Lynn Haven, 2013” prepared by Trinity Analysis & Development Corp. If the Permittee chooses to validate the existing model, the report shall include:
 - a. validation of the 2013 ground water model or, if updated, its most current version, using the most up-to-date data;
 - b. any necessary recalibration of the 2013 ground water model or, if updated, its most recent version;
 - c. results of predictive simulations of the withdrawals authorized herein as well as any proposed amounts based on actual and anticipated future seasonal pumping schedule(s) using the validated/recalibrated model; and
 - d. revised impact analysis to examine potential impacts to nearby existing, legal users.
10. The Permittee shall maintain a Water Conservation and Efficiency Program to achieve the goals listed below. The Permittee, by March 31 of each year, shall report to the District its performance regarding each element of the Water Conservation and Efficiency Program during the previous calendar year.
 - a. Achieve and maintain total and real water losses of 10 percent or less. The Permittee shall report water loss amounts for the previous calendar year according to the American Water Works Association (AWWA) methodology and the reporting form provided with this permit, or other District-approved methods. The Permittee shall provide an explanation for water losses each year, compare estimated water losses to the above goals, and briefly describe ongoing or planned water loss reduction measures.
 - b. Maintain average residential per capita daily water use of 100 gallons or less, respectively. The residential per capita water use shall be calculated as the amount of water used by residential dwelling units divided by the residential population served. The residential population served can be estimated as the number of residential dwelling units served multiplied by the average persons per household derived from US Census data. Adjustments to account for seasonal or tourist populations can be made, if adequately documented. The Permittee shall report a summary description of status regarding the per capita use goal.
 - c. Implement a public education and information campaign to promote water conservation and efficiency. The campaign shall consist of activities such as informative billing, periodic mailouts to customers, website announcements, newspaper notices, etc. Public education and information efforts shall be implemented at least annually. The Permittee shall provide a description of the public education and information campaign.

11. The Permittee, by March 31 of each year, shall report to the District the following information for the previous calendar year:

a)

Use Type	Average Number of Active Meter Connections	Annual Average Water Use (Gallons per Day)
1. Residential (also complete table below)		
2. Commercial Uses		
3. Industrial Uses		
4. Agricultural Uses		
5. Non-Residential Recreational Uses		
6. Water Sold/Transferred to Other Utilities		
7. Institutional Uses (schools, hospitals, etc.)		
8. Firefighting, Flushing and Other Utility Uses	-----	
9. Other _____ (describe)		
10. Total Water Losses	-----	
TOTAL (Add items 1 through 10)		

b)

Residential Water Service Category	Average Number of Active Metered Connections	Number of Dwelling Units	Estimated Population Served	Annual Average Metered Residential Use (Gallons per Day)
1. Single Family Dwelling Units				
2. Multiple Family Dwelling Units				
TOTAL (Add items 1 and 2) (should match line 1 in Table a above)				

For water purchased, sold or transferred to/from other utilities—provide the name of each utility, the type of transaction and the amount of water transferred for each year.

12. The Permittee, by December 31, 2018, and at the time of permit renewal or modification shall provide a map showing areas where service is actually provided as well as the overall franchise area allocated to the utility by the county, Public Service Commission or other authorizing entity. Definable areas within a service area that are served by domestic potable wells shall be delineated as non-served unless the area will be supplied by the utility within the term of the permit. The Permittee shall submit the map in digital format compatible with ESRI Geographic Information System (ARCGIS), if available.

13. The Permittee, by March 31 of each year, shall submit to the District a copy of its current rate structure. The Permittee shall consider revising its rate structure periodically to further promote water use efficiency and to discourage wasteful, discretionary use (e.g., irrigation, aesthetic use).

14. The Permittee shall mitigate impacts that interfere with existing legal users of Floridan Aquifer groundwater. Mitigation may include modification of the Permittee's pumping schedule (i.e., duration, withdrawal rates, time of day, etc.), the lowering of the affected pump(s) or the replacement of the well(s) including proper plugging and abandonment of the well(s) that is replaced. The Permittee, upon receipt of an allegation of interference, shall retain the services of an appropriate licensed professional to investigate the alleged interference. The Permittee shall ensure their chosen professional investigates any alleged interference within 48 hours of the allegation being made and provides the conclusions of the investigation to the entity alleging the impact within 72 hours of the allegation being made. If it is determined that the use of a well has been impaired as a result of the Permittee's operation, the Permittee shall undertake the required mitigation. The Permittee shall be responsible for the payment of services rendered by the licensed professional. The Permittee, within 30 days of any allegation of interference, shall submit a report to the District including the date of the allegation, the name and contact information of the party making the allegation, the result of the investigation made and any mitigation action undertaken.

PERMIT MAILOUT ENCLOSURES: WATER USE SUMMARY REPORTING FORM NWFWMD A2-I
WATER LOSS REPORTING FORM
CONSERVATION PAMPHETS

Appendix I – Well Facilities

Well ID	FL Unique ID No.	Diameter (inches)	Total Depth (feet)	Cased Depth (feet)	Pump Capacity (gpm)	Aquifer	Status
LH #1	AAA7566	12	394	314	381	Floridan	Existing
LH #3	AAA7567	16	604	330	793	Floridan	Existing
LH #4	AAA7568	16	570	330	787	Floridan	Existing
LH #5	AAA7569	16	671	368	780	Floridan	Existing
LH #6	---	24	677	377	1200	Floridan	Existing
LH #7	---	16	499	274	900	Floridan	Proposed
LH #8	---	16	499	274	900	Floridan	Proposed

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

STAFF REPORT

TO: Governing Board
 FROM: Regulatory Division
 DATE: October 15, 2013
 SUBJECT: Request for Renewal of Individual Water Use Permit No. 20080015
 Individual Water Use Permit Application No. I07415

Applicant: Woerner Development, Inc.

Location: State Road 20, approximately seven miles west of Clarksville
 Calhoun County, Permit Area B
 Sections 11 and 12; Township 1 South; Range 11 West

Use: Agriculture Irrigation, Limited Public Supply, and Other Outside Uses

Water Source: Floridan Aquifer

Facilities:

Facility Number	Florida Unique ID	Diameter (inches)	Total Depth (feet)	Cased Depth (feet)	Pump Capacity (gpm)	Use	Well Status
WD #1	AAL8701	12	700	252	1,000	Irrigation	Existing
WD #2	AAM5908	12	700	250	1,000	Irrigation	Existing
WD #3	AAN5375	12	510	255	1,200	Irrigation	Existing
WD #4	AAN5023	12	680	290	1,000	Irrigation	Existing
WD #5	AAN5332	12	530	244	1,000	Irrigation	Existing
WD #6	AAL1087	8	703	265	100	Potable/Other	Existing
OW #1	AAL1502	4	560	255	0	Monitoring	Existing
OW #2	AAL1501	4	255	235	0	Monitoring	Existing
OW #4	AAL8346	4	135	110	0	Monitoring	Existing

Capacity: 5,300 Gallons per Minute; 7,632,000 Gallons per Day

Withdrawal Information:

Water Use	Permitted	Use*	Requested	Recommended
Average Day (GPD)	1,360,000	952,896	1,360,000	1,360,000
Maximum Day (GPD)	3,500,000	3,466,500	3,500,000	3,500,000
Maximum Month (GAL)	100,200,000	64,986,000	100,200,000	100,200,000

*2012 withdrawals

Staff Evaluation:

Woerner Development, Inc. (Woerner) is requesting renewal of Individual Water Use Permit (IWUP) No. 20080015 for agricultural irrigation and limited public supply uses in southwest Calhoun County. The request involves utilizing five wells for the irrigation of 820 acres of sod and one small-diameter well to provide potable water for farm personnel. The Permittee is requesting no change to their currently authorized amounts. The Permittee has generally complied with the terms and conditions of the permit.

Staff previously utilized the Agricultural Field Scale Irrigation Requirements Simulations (AFSIRS) to determine irrigation demand associated with 820 acres of sod, as identified in the application. Staff recommends the AFSIRS derived amounts in addition to the requested other outside use and potable demands of the farm which are minor and reasonable.

Staff analyzed potential impacts to the Floridan aquifer associated with the currently authorized amounts by evaluating measured drawdown in the monitoring wells on site with respect to pumping that occurred during the period of the previous permit. Approximately 14 feet of drawdown was observed in both Floridan aquifer wells during periods when pumping approached the authorized amounts, which agree with previously modeled estimates of drawdown. Woerner's groundwater withdrawals represent an existing use where the predicted drawdown of the Floridan Aquifer has already occurred. No harm to existing legal users is anticipated to occur from the continued withdrawals and the Permittee will be required to continue monitoring to ensure unanticipated impacts do not occur during the permit duration.

Conclusions and Staff Recommendations:

It is the determination of the staff that the water use amounts recommended, as conditioned, are reasonable-beneficial, consistent with the public's interest, and will not cause significant harm to the water resources of the area or to known and adjacent legal users. This determination has been made according to the provisions of Chapter 373, Florida Statutes, and Chapter 40A-2, Florida Administrative Code.

Staff recommends that the applicant be granted an Individual Water Use Permit for an annual average daily withdrawal of 1,360,000 gallons, a maximum daily withdrawal of 3,500,000 gallons, and a maximum monthly withdrawal of 100,200,000 gallons. Staff also recommends that the permit's expiration date be December 1, 2033, and that the permit be conditioned as per the terms and Standard Conditions of the permit document (NFWFMD Form No. A2-E) and the following Specific Conditions:

1. The Permittee shall include the Individual Water Use Permit number and each well's Florida Unique Identification Number when submitting reports or otherwise corresponding with the District.
2. The Permittee shall maintain, in working order, in-line, totalizing flow meters on each production well. The meters shall be maintained to be at least 95% accurate and any meter determined defective must be replaced within 30 days of its discovery. The Permittee, by July 31, 2020, July 31, 2027, and July 31, 2033, shall submit documentation of the flow meter calibration and accuracy rating to the District.
3. The Permittee shall record the data required on Water Use Summary Reporting Form NFWFMD A2-I for its agriculture irrigation use wells (WD #1-WD #6). The Permittee, by July 31 and January 31 of each year, shall submit the report to the District for the preceding six months water use. The Permittee, if preferred, may submit the report electronically by downloading the correct form from

the District website, filling it out properly and emailing it to compliance@nwfwmnd.state.fl.us. The report for the year 2013 is due by January 31, 2014.

4. The Permittee shall maintain observation wells OW #1, OW #2 and OW #4, in proper condition, for monitoring purposes. If any monitor well should become unsuitable for its intended purpose, the Permittee shall properly plug and abandon the unsuitable well and construct a replacement well within 60 days of being notified by the District.
5. The Permittee, during the first two weeks of each month, shall measure the static water level of wells OW #1, OW #2 and OW #4 and, by the last day of that same month, shall submit results of the measurements to the District. The Permittee shall report depth-to-water at 0.01-ft precision relative to a pre-defined measure point. The Permittee shall report date and time of measurement and depth-to-water below measure point.
6. The Permittee shall utilize and maintain irrigation systems that provide for an irrigation efficiency of 90% or greater. The Permittee, in conjunction with its annual water use summary report, shall certify that the irrigation systems are meeting their respective efficiency requirements. The Permittee shall ensure that any new irrigation system(s) purchased has an efficiency rating of 90% or greater.
7. The Permittee, within the first two weeks of each January, April, July, and October, shall sample well WD #1 (agriculture irrigation well in the northeast corner of the property) for water quality analysis. Each water quality analysis shall test for the following analytes: total sodium, total chloride, and total dissolved solids. The Permittee shall purge at least three Well volumes from the well, and shall report with each set of test results, the duration of purging, purge volume, and purge rates used. The samples shall be analyzed by a laboratory with a FDEP approved Comprehensive Quality Assurance Plan (CompQAP). The Permittee shall submit the water quality analysis results to the District no later than the last day of the month following each month of sampling.
8. The Permittee shall actively pursue acquisition of reuse water. The Permittee, at the time it becomes available, shall maximize the use of reuse water for its irrigation demand and reduce use of the Floridan aquifer by an equivalent amount.
9. The Permittee, by January 31, 2022, shall submit either a letter stating that reclaimed water has been fully implemented at the facility or a report detailing the feasibility of obtaining reclaimed water for its irrigation needs. The Permittee shall base the feasibility report on the Florida Department of Environmental Protection document, *Guidelines for the Preparation of Reuse Feasibility Studies for Consumptive Use Applicants*.
10. The Permittee, per the manufacturer's recommendations, shall periodically evaluate the efficiency of each of its irrigation units and undertake necessary maintenance, repairs and upgrades to provide for the proper efficiency of its equipment. The Permittee shall maintain the irrigation system to prevent wasteful runoff associated with irrigation. The Permittee, in conjunction with its annual water use summary report, shall certify that the irrigation system is being maintained per the manufacturer's recommendations.
11. The Permittee, as required by section 487.064, Florida Statutes, shall equip any well and irrigation system with an anti-siphoning device if chemicals are to be applied through the irrigation system.
12. The Permittee, by January 31 of each year, shall provide a description of best management practices implemented during the previous year.

13. The Permittee shall mitigate impacts that interfere with users of groundwater in the area. Mitigation may include modification of the Permittee's pumping schedule (i.e., duration, withdrawal rates, time of day, etc.), the lowering of the affected pump(s) or the replacement of the well(s). The Permittee, upon receipt of an allegation of interference, shall retain the services of a licensed water well contractor or professional geologist to investigate the alleged interference. The Permittee shall ensure their chosen contractor investigates any alleged interference within 48 hours of the allegation being made. If it is determined that the use of a well has been impaired as a result of the Permittee's operation, the Permittee shall undertake the required mitigation. The Permittee shall be responsible for the payment of services rendered by the licensed water well contractor and/or professional geologist. The Permittee, within 30 days of any allegation of interference, shall submit a report to the District including the date of the allegation, the name and contact information of the party making the allegation, the result of the investigation made and any mitigation action undertaken.

TO: Governing Board
FROM: Division of Resource Regulation
DATE: October 22, 2013
SUBJECT: Quarterly Report for Period Ending September 30, 2013

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Current Year Total FY 2013	Total FY 2012
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Well Construction (40A-3)

Permits Issued	973	1165	1325	1197	4660	5689
Completion Reports Received	1034	1147	1177	1406	4764	5909
Permit Fees Collected (\$)	\$35,050	\$42,055	\$48,945	\$41,655	\$167,705	\$201,520
<i>Enforcement Actions</i>						
Complaints Investigated	10	14	15	17	56	69
Warning Letters Issued	38	51	41	39	169	120
Administrative Complaints/Notices of Violation Issued	21	24	16	24	85	8
Fines Collected (\$)	\$100	\$0	\$915	\$1,600	\$2,615	\$3,750

Consumptive Use (40A-2)

Permits Issued for New/Unpermitted Uses	4	2	4	2	12	33
Permits Issued Modifications/Renewals	15	12	16	11	54	98
Letter Modifications	NA	NA	NA	NA	0	NA
Temporary Permits Issued	0	1	3	3	7	18
Compliance Monitoring	48	341	28	576	993	1149
Compliance Inspections	28	12	1	2	43	183
Public Assistance Contacts	44	47	73	280	444	387
Public Assistance Notices	502	352	45	445	1344	657
Permit Fees Collected (\$)	\$5,700	\$8,300	\$18,200	\$10,300	\$42,500	\$72,950
<i>Enforcement Actions</i>						
Enforcement Notices Issued	27	125	0	0	152	492
Warning Letters	8	6	0	23	37	11
Notices of Violation/Orders Issued	4	0	2	2	8	2
Fines Collected (\$)	\$0	\$1,000	\$0	\$0	\$1,000	\$1,250

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Current Year Total FY 2013	Total FY 2012
<u>Surface Water Management (40A-4)</u>						
Individual Permits Issued	1	0	0	0	1	3
General Permits Issued	0	0	3	1	4	10
Public Assistance Contacts	24	20	28	30	102	145
Compliance Inspections	12	9	30	22	73	245
Permit Fees Collected (\$)	\$0	\$0	\$2,400	\$800	\$3,200	\$12,600
<u>Enforcement Actions</u>						
Enforcement Notices Issued	0	0	0	0	0	1
Warning Letters	0	0	0	0	0	2
Notices of Violation/Orders Issued	0	0	0	0	0	0
Fines Collected (\$)	\$0	\$0	\$0	\$0	\$0	\$0
<u>Agricultural & Forestry Surface Water Management Permits (40A-44)</u>						
Individual Permits Issued	0	0	1	0	1	0
General Permits Issued	1	0	5	1	7	12
Forestry Authorizations Issued-Hard Copy	47	50	43	17	157	169
Forestry Authorizations Issued On-Line	0	0	2	15	17	NA
Forestry Compliance Inspections	2	12	5	2	21	269
Agricultural Compliance Inspections	6	11	7	3	27	225
Public Assistance Contacts	32	21	45	17	115	142
Permit Fees Collected (\$)	\$0	\$150	\$125	\$25	\$300	\$325
<u>Enforcement Actions</u>						
Enforcement Notices Issued	0	2	0	0	2	0
Warning Letters	2	0	0	0	2	2
Notices of Violation/Orders Issued	0	2	0	0	2	0
Fines Collected (\$)	\$0	\$0	\$0	\$0	\$0	\$1,000
<u>Environmental Resource Permitting (62-346)</u>						
Individual Permits Issued	35	42	39	40	156	243
Noticed General Permits Issued	7	14	2	1	24	41
Exemption Certifications Issued	21	62	14	28	125	129
Public Assistance Contacts	721	690	656	629	2696	111
Compliance Inspections	350	237	184	140	911	2092
Permit Fees Collected (\$)	\$10,620	\$24,010	\$23,600	\$24,720	\$82,950	\$133,510
<u>Enforcement Actions</u>						
Enforcement Notices Issued	18	38	68	10	134	26
Warning Letters	0	1	11	0	12	7
Notices of Violation/Orders Issued	0	1	0	1	2	1
Fines Collected (\$)	\$2,000	\$500	\$0	\$0	\$2,500	\$29,200

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: October 29, 2013

Crenshaw, et. al. v. City of DeFuniak Springs, et al., United States District Court for the Northern District of Florida, Case No. 3:13cv50-MCR/EMT. This is a pro se civil rights complaint directed to officials and employees of the City of DeFuniak Springs. The Northwest Florida Water Management District has also been named as a defendant. An amended complaint has been filed. The District has filed a motion to dismiss. Magistrate Judge Elizabeth M. Timothy has recommended dismissal. We are awaiting an order on the motion to dismiss from the District Judge.