

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Lands Committee

THROUGH: Brett J. Cyphers, Executive Director  
Guy Gowens, Assistant Executive Director  
William O. Cleckley, Director, Division of Land Management and Acquisition

FROM: Carol L. Bert, Associate Lands Administrator

DATE: July 15, 2015

SUBJECT: Consideration of Contract Renewal with the Florida Fish and Wildlife Conservation Commission for Law Enforcement/Security Services (Enhanced Patrol) on District Lands

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**Recommendation:**

Staff recommends that the Governing Board authorize the Executive Director to execute an amendment to the existing agreement with the Florida Fish and Wildlife Conservation Commission for Law Enforcement and Security Services (Scheduled Enhanced Patrol and As-Needed Enhanced Patrol) on District Lands during Fiscal Year 2015-2016 with a Maximum Total Compensation amount not to exceed \$89,000, subject to approval of the FY 2015-2015 budget.

**Background:**

Since March 2008, the District has contracted with the Florida Fish and Wildlife Conservation Commission (FWC) to provide an "Enhanced Patrol" program that provides law enforcement for the Perdido River recreation sites, as well as a number of boat landings and camping areas nearby on the Escambia River. This contract provides for Scheduled Enhanced Patrols in the Perdido and Escambia River Water Management Areas (WMAs), but also allows for As-Needed Enhanced Patrols in other WMAs. The Enhanced Patrols are assigned through written Work Orders for specific dates and locations.

Enhanced Patrols are also available to the District to address problems on any of its other landholdings. These patrols are used to address known problem areas where the District does not currently have contract law enforcement and has identified there is a need for enhanced service. The District has a number of public recreation areas where these efforts may be needed to address issues such as excessive vandalism, overcrowding of camping areas, hunter trespass, nighttime parties, vehicle burglary issues, etc. In addition to the known problem areas, Enhanced Patrol work can be assigned to new problems as they arise during the year. The Enhanced Patrols are assigned only through separate written Work Orders for

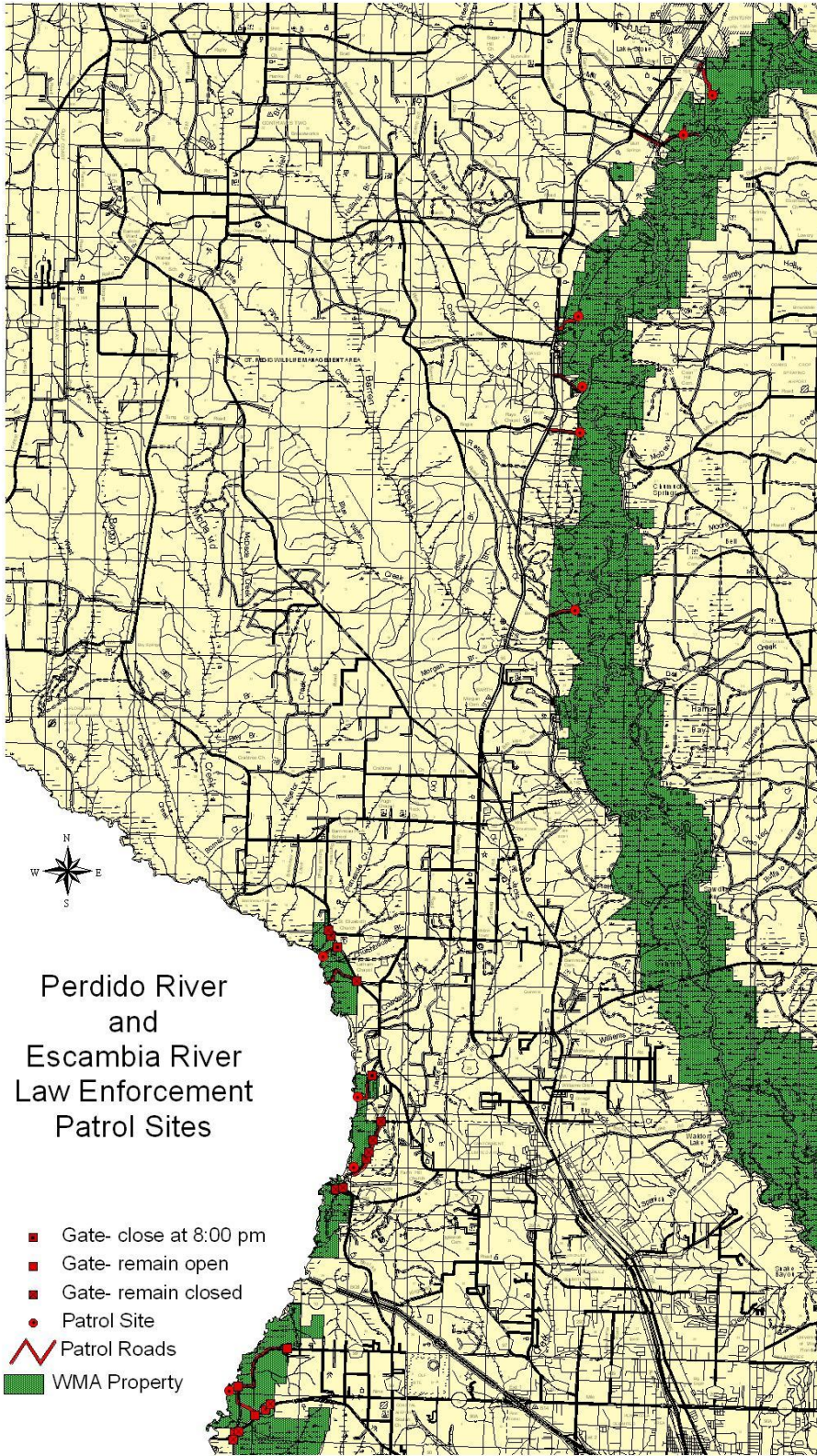
specific dates and locations. No work is authorized outside the scope of a District Work Order.

During Fiscal Year 2014-2015, District staff issued one Enhanced Patrol Work Order. It was during the warm months of calendar year 2015 for the Bay County portion of the Econfina Creek WMA, which includes high-use recreational areas such as Pitt and Sylvan Springs, the canoe launch at Highway 20, Cat Creek and associated areas. FWC also patrols at Williford Spring during the restoration and construction for trespassing, vandalism and theft.

In this year's contract, staff has included \$38,000 for Scheduled Patrol on the Perdido and Escambia WMAs, and \$33,300 for As-Needed Patrol in other problem hotspots on an as-needed basis. The remaining \$17,700 is for administrative, vehicle and equipment expenses. The contract pays FWC officers their individual overtime rate; pays reporting hours for the Reporting Captain or Reporting Lieutenant who coordinates and schedules the work and prepares invoices; and reimburses vehicle mileage at the State of Florida's current vehicle mileage rate. Therefore, the contract amount of \$89,000 for Fiscal Year 2015-2016 is considered to be Maximum Total Compensation which should provide an appropriate amount of funds to cover the scheduled work and the Enhanced Patrols, including the 2016 Bay County, Econfina Creek WMA summer work. The District only pays for actual hours worked and actual mileage.

Due to the length of this contract amendment, staff has not placed a copy of the contract document in the Governing Board folder. Should you desire a copy of the contract amendment, please contact Carol Bert at the District Headquarters office. Copies will also be available at the Governing Board meeting on August 13, 2015.

cb



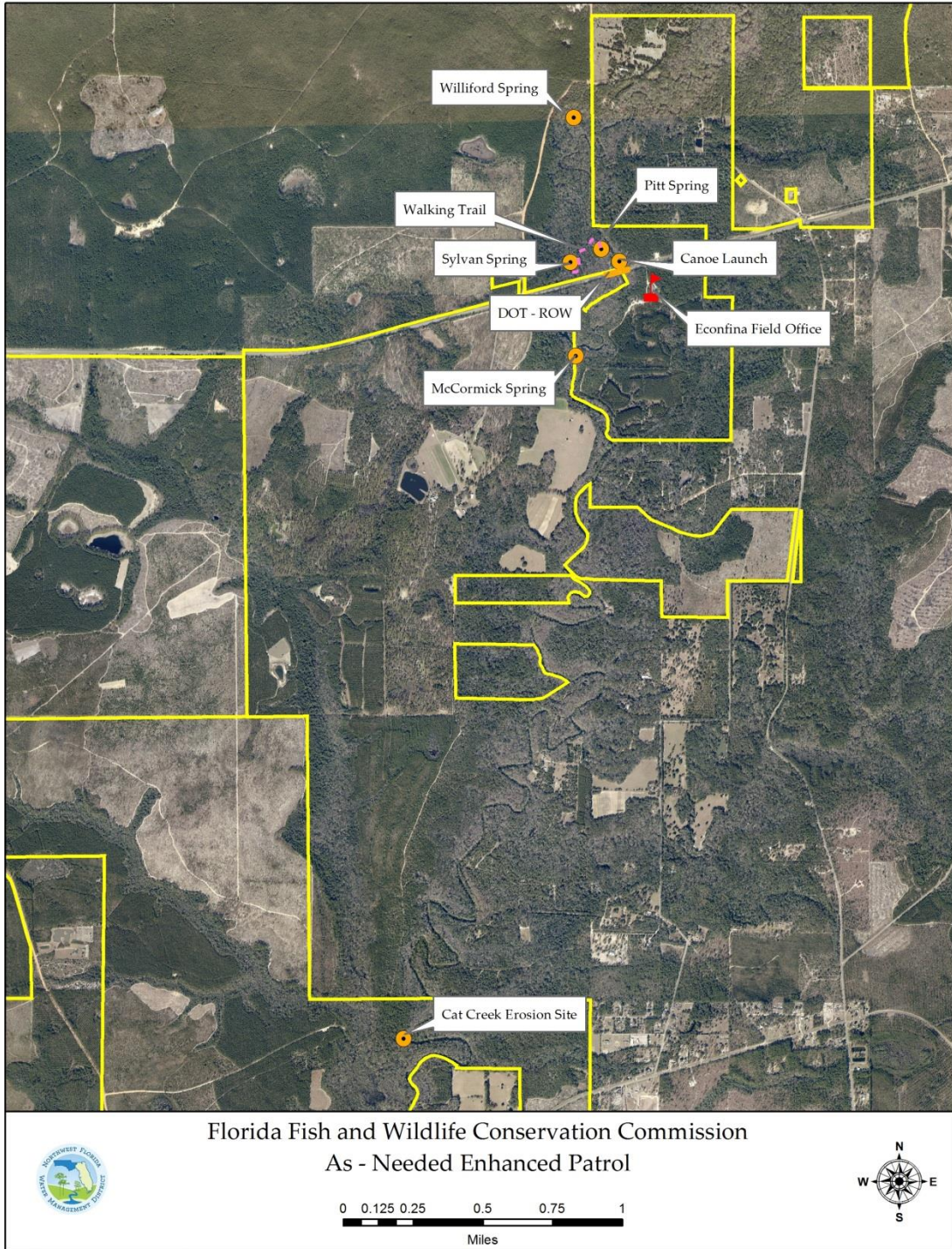


Exhibit A - Econfina Springs Patrols

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Lands Committee

THROUGH: Brett Cyphers, Executive Director  
Guy Gowens, Assistant Executive Director  
William O. Cleckley, Director, Division of Land Management and  
Acquisition

FROM: Carol L. Bert, Associate Lands Administrator

DATE: July 15, 2015

SUBJECT: Consideration of Contract Renewal with Washington County Sheriff's  
Office for Law Enforcement and Security Services; Choctawhatchee  
River and Holmes Creek and Econfina Creek WMAs

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**Recommendation:**

Staff recommends that the Governing Board approve renewal of the agreement with the Washington County Sheriff's Office in the amount of \$145,778.60 to provide law enforcement and security services for District lands located in Bay and Washington counties, and authorize the Executive Director to execute the new agreement, subject to approval of the Fiscal Year 2015 - 2016 budget.

**Background:**

As part of our continuing effort to provide the public with a safe and secure recreational experience on District lands in Bay and Washington counties, staff proposes to renew our 12-month contract with the Washington County Sheriff's Office to provide law enforcement and security services. Through an agreement between the Bay and Washington County Sheriffs, the Washington County deputies employed under this contract also patrol District lands in Bay County.

For Fiscal Year 2015-2016, staff is recommending the same level of service that we contracted in the previous year, and the Sheriff's Office has agreed to this proposed scope of work with no change to the rates that we are currently paying for personnel and vehicle use.

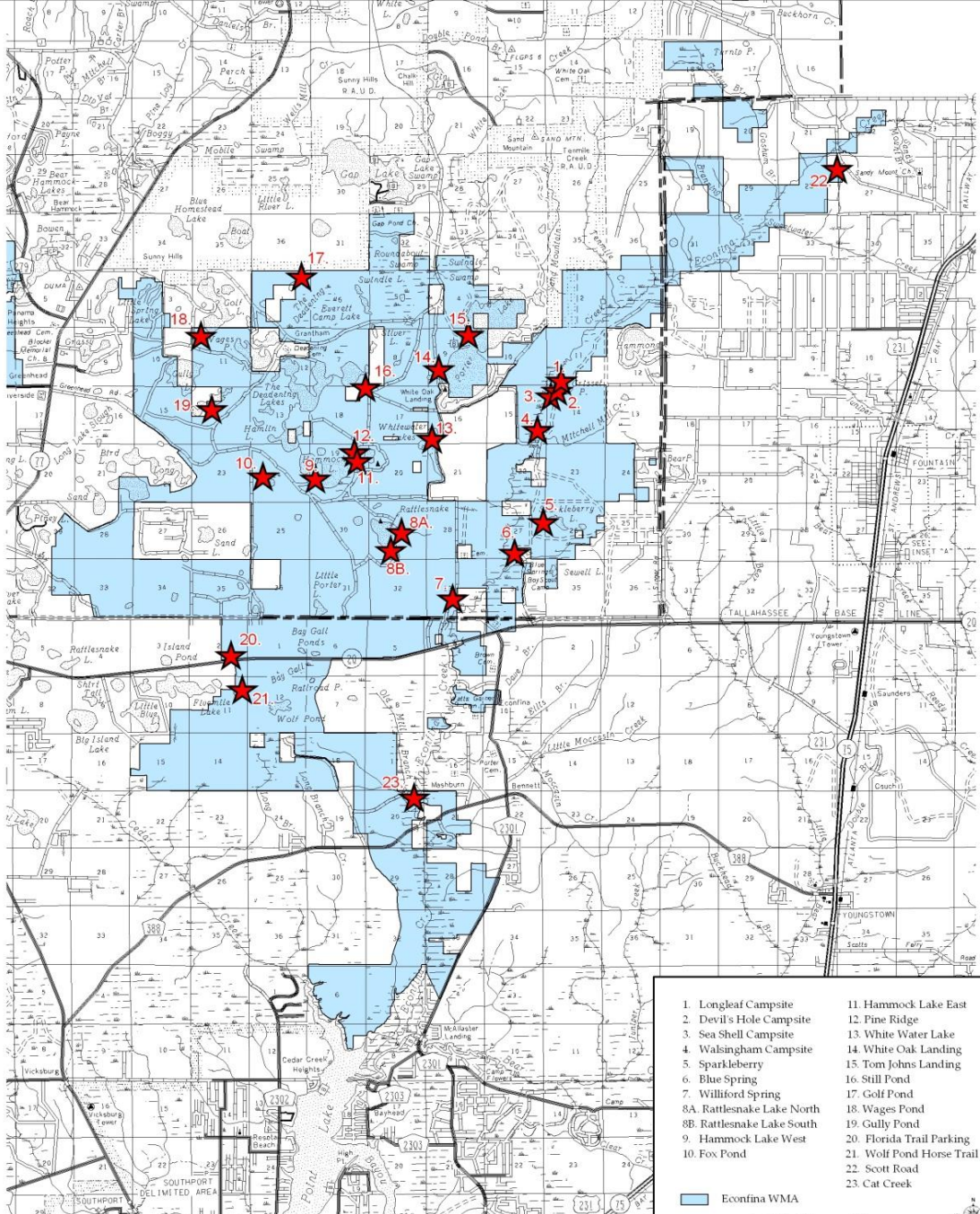
The Sheriff's Office will assign two deputies and two vehicles to patrol District lands (Area I and Area II) for the 12-month contract period. The following table contains the number of personnel hours and vehicle days for Areas I and II.

	<b>Personnel Hours/Rate</b>	<b>Vehicle Days/Rate</b>
<b>Area I</b>	1,888 hours x \$30.40 = \$ 57,395.20	236 days x \$65.00 = \$ 15,340.00
<b>Area II</b>	1,896 hours x \$30.40 = <u>\$ 57,638.40</u>	237 days x \$65.00 = <u>\$ 15,405.00</u>
	\$114,790.40	\$ 30,745.00
<b>GRAND TOTAL (AREAS I &amp; II)</b>		<b><u>\$145,778.60</u></b>

Due to the length of this standard contract, staff has not placed a copy of the contract document in the Governing Board folder. Should you desire a copy of the contract, please contact Carol Bert at the District Headquarters office. We will also have copies available at the Governing Board meeting on August 13, 2015.

cb

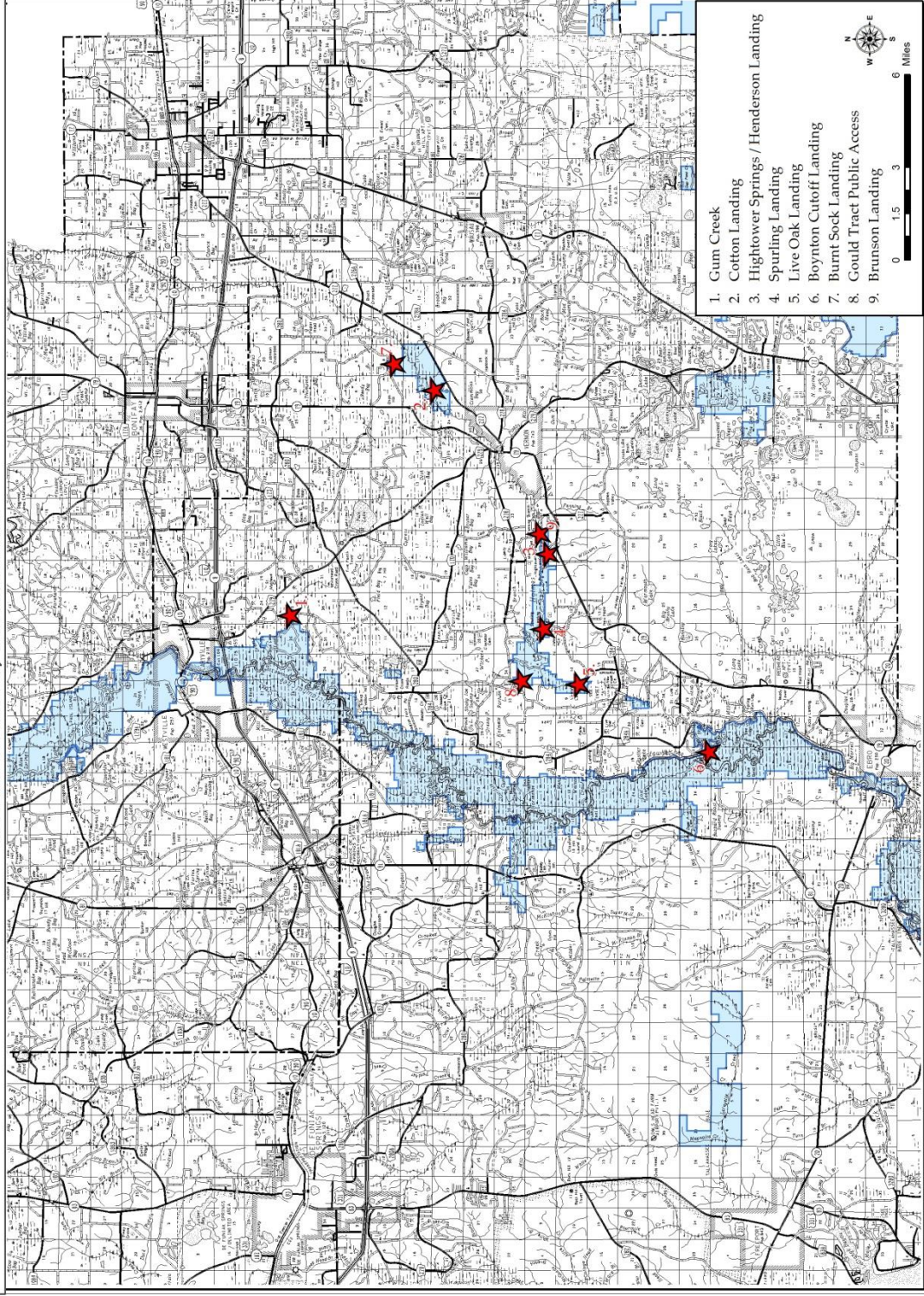
**Exhibit Map A1**  
**Econfinia Creek Water Management Area**  
**Law Enforcement Security Services Patrol Area and Sites**



- |                            |                           |
|----------------------------|---------------------------|
| 1. Longleaf Campsite       | 11. Hammock Lake East     |
| 2. Devil's Hole Campsite   | 12. Pine Ridge            |
| 3. Sea Shell Campsite      | 13. White Water Lake      |
| 4. Walsingham Campsite     | 14. White Oak Landing     |
| 5. Sparkleberry            | 15. Tom Johns Landing     |
| 6. Blue Spring             | 16. Still Pond            |
| 7. Williford Spring        | 17. Golf Pond             |
| 8A. Rattlesnake Lake North | 18. Wages Pond            |
| 8B. Rattlesnake Lake South | 19. Gully Pond            |
| 9. Hammock Lake West       | 20. Florida Trail Parking |
| 10. Fox Pond               | 21. Wolf Pond Horse Trail |
|                            | 22. Scott Road            |
|                            | 23. Cat Creek             |

Econfinia WMA  
 0 0.45 0.9 1.8 Miles

Exhibit Map A2  
Choctawhatchee River Water Management Area  
Law Enforcement Security Services Patrol Sites





**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Lands Committee

THROUGH: Brett J. Cyphers, Executive Director  
Guy Gowens, Assistant Executive Director  
William O. Cleckley, Director, Division of Land Management  
and Acquisition

FROM: Carol L. Bert, Associate Lands Administrator

DATE: July 15, 2015

SUBJECT: Consideration of Resolution No. 801 to Declare Approximately Three  
Acres of District Land for Exchange; Econfina Creek WMA

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**Recommendation:**

Staff recommends approval of Resolution No. 801 for the exchange of approximately three acres in the Econfina Creek WMA. In addition, staff further recommends that the Governing Board make a determination that the parcel is no longer needed for conservation purposes in fee simple but can achieve conservation and protection of this tract through less-than-fee simple.

**Background:**

During the Lands Committee meeting on July 9, 2015, staff provided the Lands Committee with an overview of the District/Nix Exchange. The District would exchange three acres of District land encumbered by a conservation easement to Mr. Nix for 10 acres of property he owns in fee simple.

Resolution No. 801, if approved, will declare approximately three acres in the Econfina Creek WMA for exchange. This tract being exchanged was acquired in 1997. According to 373.089(6)(c), F.S., all lands for which title was vested in the governing board prior to July 1, 1999, shall be deemed to have been acquired for conservation purposes. This resolution requires a two-thirds vote for approval.

cb



Brett J. Cyphers  
Executive Director

# Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712

(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

## RESOLUTION NO. 801 TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR EXCHANGE OF THREE ACRES; ECONFINA CREEK

**WHEREAS**, the Governing Board of the Northwest Florida Water Management District (hereinafter referred to as the "District") has the duty and responsibility under Chapter 373, Florida Statutes, for the management of water and related land resources and for preservation of natural resources, fish and wildlife; and

**WHEREAS**, the District is governed by a governing board (hereinafter called the "Governing Board") as provided in Section 373.073, Florida Statutes; and

**WHEREAS**, the District owns certain real property; and

**WHEREAS**, the District has determined that it is in the best interest of the District to exchange approximately three acres of real property (the "Property") encumbered by a District conservation easement for approximately 10 acres, subject to boundary map/acreage certification, both of which are shown on the attached maps; and

**WHEREAS**, Section 373.089, Florida Statutes, authorizes the District to surplus and exchange real property provided certain requirements are met; and

**WHEREAS**, the legal interest to be exchanged is fee simple title encumbered by a District conservation easement in the three-acre parcel for fee simple interest in a 10-acre parcel; and

**WHEREAS**, such statutory requirements have been met or will be met prior to closing and the Governing Board wishes to enter into a contract and complete the exchange as set out therein; and

**NOW THEREFORE, BE IT RESOLVED** by the Governing Board of Northwest Florida Water Management District as follows:

1. The Property is hereby determined to be surplus and no longer needed by the District for fee simple ownership.
2. Certified appraisal(s) shall show the appraised values of the parcels being exchanged.
3. Washington County has a population less than 100,000.

GEORGE ROBERTS  
Chair  
Panama City

JERRY PATE  
Vice Chair  
Pensacola

JOHN W. ALTER  
Secretary-Treasurer  
Malone

GUS ANDREWS  
DeFuniak Springs

JON COSTELLO  
Tallahassee

MARC DUNBAR  
Tallahassee

NICK PATRONIS  
Panama City Beach

BO SPRING  
Port St. Joe

4. The exchange of the Property will meet the requirements of Section 373.089, Florida Statutes.
5. The Executive Director of the District, the District attorney and all other officers and employees of the District are hereby authorized and directed to do all things necessary to complete the exchange/surplus of this tract.
  - a. Execute, on behalf of the District, all deeds, closing statements, closing affidavits, disclosures and other documents reasonably required for closing.
  - b. Comply with all of the requirements of Section 373.089, Florida Statutes, which have yet to be fulfilled including:
    - i. Causing a notice of intent to exchange the Property to be published in a newspaper published in the county in which the Property is situated once each week for three successive weeks, the first publication of which shall be not less than 30 days nor more than 45 days prior to the closing of the exchange of the Property as set out in the Contract.
    - ii. Closing the exchange of the Properties as set out in the Contract within 120 days after the above referenced certified appraisals were obtained or obtaining an updated or additional certified appraisal.
    - iii. Withholding execution and delivery of the deed of conveyance until the terms and conditions of the exchange are met according to the terms of the Contract.

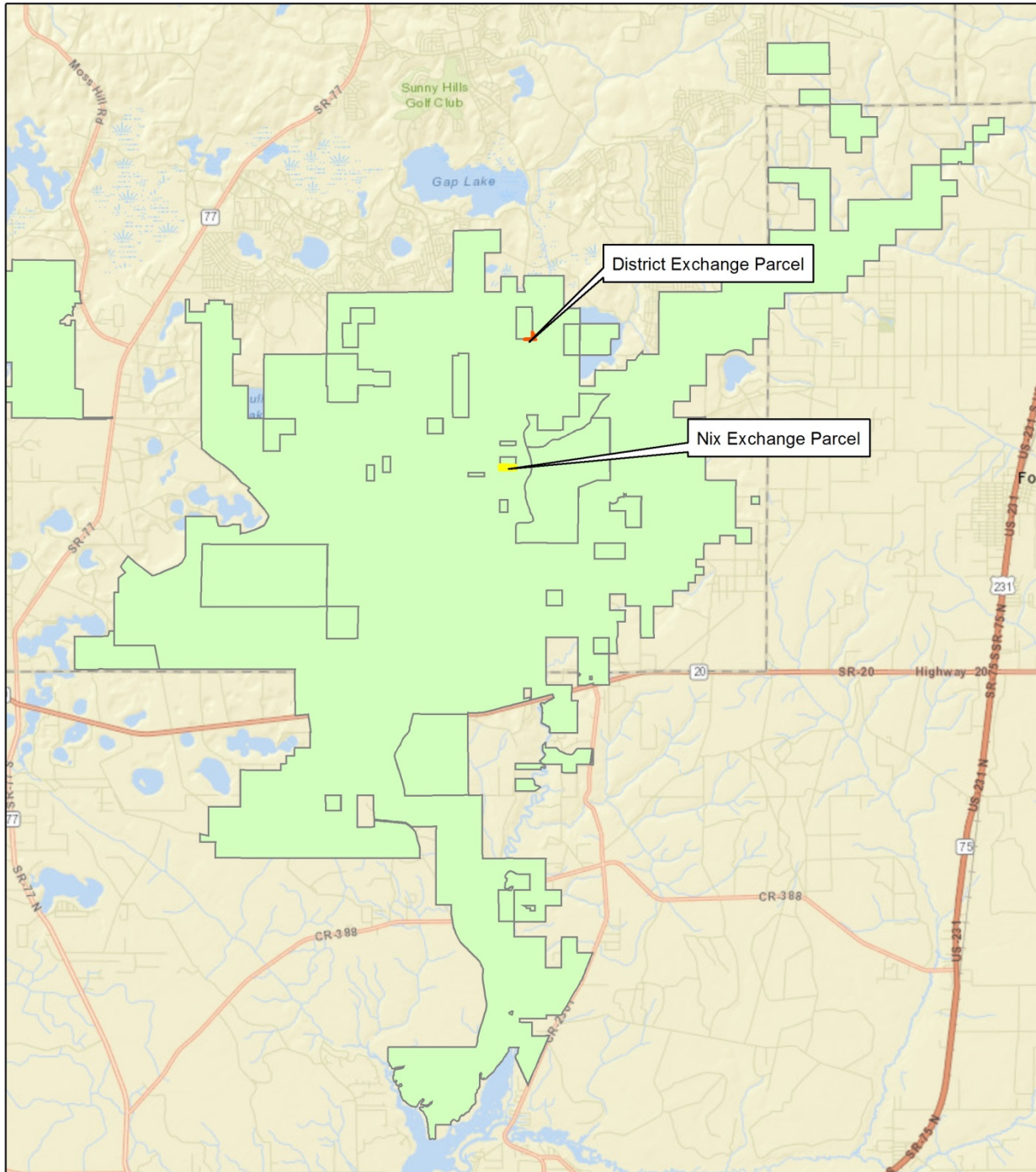
**ADOPTED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_ A.D., 2015.

The Governing Board of the  
**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

\_\_\_\_\_  
George Roberts, Chair

**ATTEST:**

\_\_\_\_\_  
John Alter, Secretary/Treasurer or  
Brett J. Cyphers, Acting Secretary/Treasurer

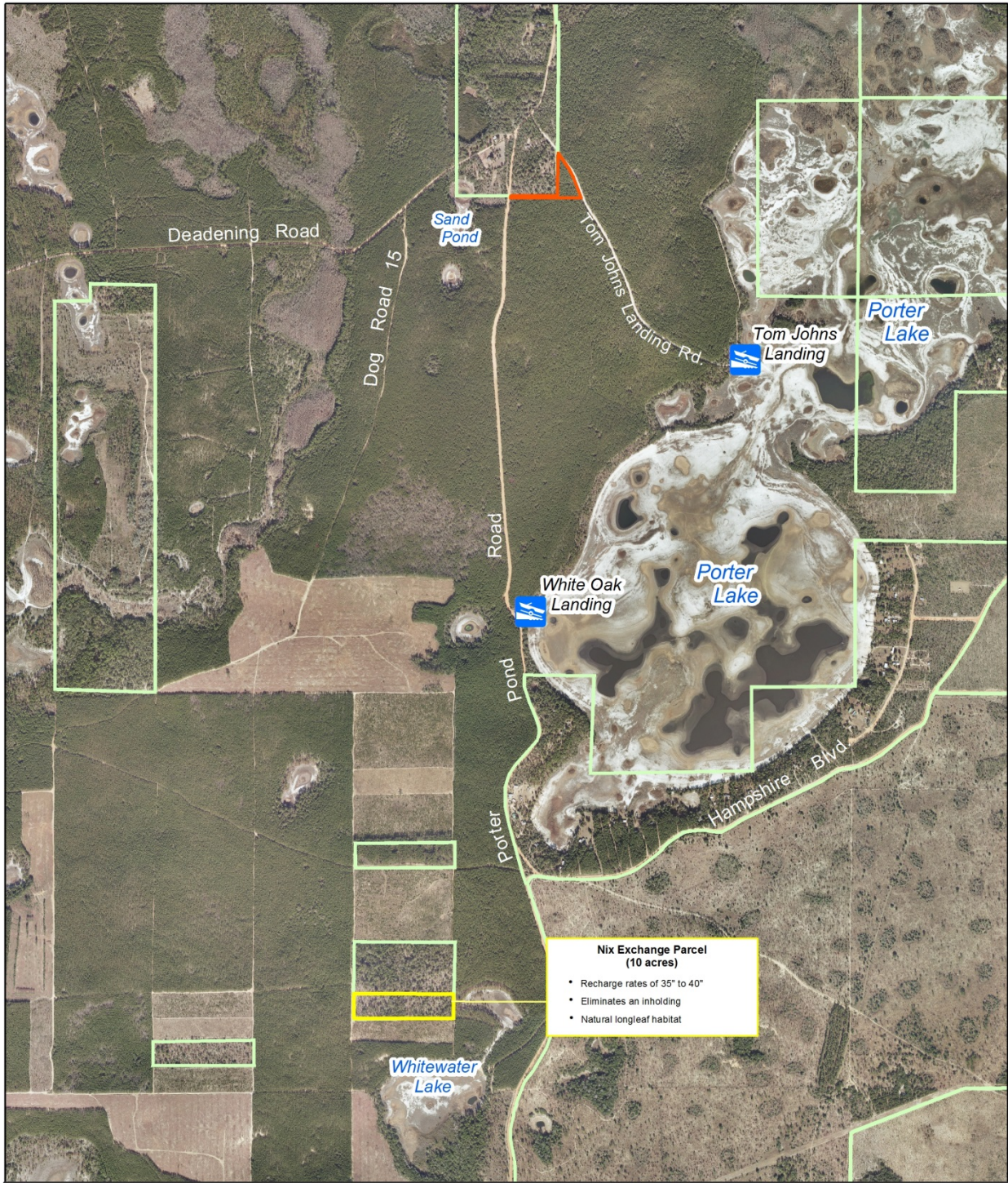


**Nix/District Exchange**  
 Econfina Creek Water Management Area  
 Section 4, T1N, R13W (District Tract)  
 Section 17, T1N, R13W (Nix Tract)  
 Washington County, Florida

- Nix Exchange Parcel
- District Exchange Parcel
- District Lands

0 3,250 6,500 13,000 19,500 26,000

Feet



**Proposed District and Nix Exchange**  
**Econfina Creek Water Management Area**  
**Washington County, Florida**

Nix Exchange Parcel:  
(10 acres)

NWFWMD Exchange  
Parcel: (3 Acres)

0 500 1,000 2,000 3,000 4,000

Feet

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

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

**Thursday  
July 9, 2015**

Governing Board Members  
George Roberts, Chair  
Jerry Pate, Vice Chair  
John W. Alter, Secretary-Treasurer  
Gus Andrews  
Jon Costello  
Nick Patronis  
Bo Spring

Governing Board Members Absent  
Marc Dunbar

1. Opening Ceremonies

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

2. Additions, Deletions or Changes to the Agenda

Ms. White stated that there were no changes to the agenda.

3. Approval of the Minutes for June 11, 2015

MOTIONED BY MR. ALTER, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE THE JUNE 11, 2015, GOVERNING BOARD MEETING MINUTES. MOTION CARRIED.

4. Approval of the Financial Reports for the Month of May 2015

MOTIONED BY MR. COSTELLO, SECONDED BY MR. SPRING, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF MAY 2015. MOTION CARRIED.

5. Committee Reports and Recommendations for Board Action

Lands Committee:

Consideration of Invitation to Bid 15B-013 Choctawhatchee River 2015 Thinning Timber Sale

MOTIONED BY MR. PATRONIS, SECONDED BY VICE CHAIR PATE, THAT THE GOVERNING BOARD APPROVE THE BIDS SUBMITTED IN RESPONSE TO INVITATION TO BID 15B-013, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT FOR THIS TIMBER SALE WITH THE HIGH BIDDER, ROCK TENN C.P., LLC, AT THE BID PRICES OF \$13.58 PER TON FOR PINE PULPWOOD; \$21.00 PER TON FOR PINE CHIP-N-SAW; \$25.00 PER TON FOR PINE SAW TIMBER; AND \$8.38 PER TON FOR HARDWOOD PULPWOOD. MOTION CARRIED.

Committee of the Whole:

Consideration of Fiscal Year 2015-2016 Tentative Budget, Millage Rate and Date, Times, and Locations of Public Hearings on the Budget

MOTIONED BY MR. ALTER, SECONDED BY MR. PATRONIS, THAT THE GOVERNING BOARD SET THE AD VALOREM TAX MILLAGE FOR FISCAL YEAR 2015-2016 AT THE ROLL BACK RATE, WHICH AS OF JULY 9 IS 0.0378. MOTION CARRIED.

MOTIONED BY MR. ALTER, SECONDED BY MR. SPRING, THAT THE GOVERNING BOARD APPROVE THE FISCAL YEAR 2015-2016 TENTATIVE BUDGET AS PRESENTED, ALLOW STAFF TO MAKE RECOMMENDED ADJUSTMENTS AND CORRECTIONS, INCLUDING THE ADDITION OF SPRINGS-RESTORATION AND PROTECTION FUNDING, AND SUBMIT THE STANDARD FORMAT TENTATIVE BUDGET TO THE GOVERNOR'S OFFICE AND LEGISLATURE BY AUGUST 1, 2015. MOTION CARRIED.

MOTIONED BY MR. ALTER, SECONDED BY MR. PATRONIS, THAT THE GOVERNING BOARD SCHEDULE THE PUBLIC HEARINGS ON THE BUDGET FOR THURSDAY, SEPTEMBER 10, 2015, AT 5:05 P.M. EDT, AT THE DISTRICT'S HEADQUARTERS IN MIDWAY AND THURSDAY, SEPTEMBER 24, 2015, AT 5:05 P.M. CDT IN PANAMA CITY. MOTION CARRIED.

6. Consideration of Request for Authorization to Declare and Dispose of Surplus Property: Marianna Field Office

MOTIONED BY MR. ALTER, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD APPROVE TO DECLARE THE PROPERTY ITEMS AS SURPLUS, AUTHORIZE STAFF TO DISPOSE OF THE ITEMS IN ACCORDANCE WITH ESTABLISHED PROCEDURES, AND REMOVE THEM FROM THE DISTRICT'S PROPERTY RECORDS. MOTION CARRIED.

7. Consideration of Consultant Selections and Agreements for Professional Surveying Services

MOTIONED BY MR. COSTELLO, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD APPROVE THE SELECTION COMMITTEE'S RESULTS AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE FOUR HIGHEST RANKED FIRMS TO PROVIDE SURVEYING SERVICES AS NEEDED. MOTION CARRIED.

8. Legal Counsel Report

Mr. Breck Brannen stated that there were no legal matters to discuss.

Meeting was adjourned at 1:15 p.m. ET.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
Financial Report  
Summary Statement of Receipts, Disbursements & Cash Balances  
For Month Ending June 30, 2015

Balance Forward - Operating Funds	\$58,468,125.38	
Operating Funds Received in current month:		
Revenue Receipts, Current	\$332,469.00	
Contracts Receivable	90,035.26	
Other Deposits/Refunds/Adjustments	10,266.19	
Transfers from Lands Accounts	0.00	
Total Deposits during month	432,770.45	
Total Deposits and Balance Forward		\$ 58,900,895.83
Disbursements:		
Employee Salaries	413,705.66	
Employee Benefits	226,538.09	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	166,090.62	
Operating Expenses - Services	129,668.34	
Operating Expenses - Commodities	50,869.13	
Operating Capital Outlay	146,082.81	
Grants and Aids	383,328.75	
Total Operating Expenses during month	1,516,283.40	
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	133,978.99	
Total Funds Disbursed by check during month	1,650,262.39	
Bank Debits (Fees, Deposit Slips, etc.)	133.58	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed		1,650,395.97
Cash Balance Operating Funds at month end		\$ 57,250,499.86
Operating Depositories:		
Petty Cash Fund	250.25	
General Fund Checking @0.2%	185,739.17	
Payroll Account	6,092.97	
Pensacola Account	35.00	
Investment Accounts @ 0.22%		
General Fund	26,810,892.77	
Lands Fee Fund	8,948,550.65	
SWIM Fund	4,559,873.60	
ETDM	3,276.21	
Water Prot. & Sust. TF	5,259.32	
Springs Protection	301,550.62	
Mitigation Fund	16,428,979.30	
Total Operating Depositories at month end	\$ 57,250,499.86	



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
Financial Report  
Summary Statement of Receipts, Disbursements & Cash Balances  
For Month Ending June 30, 2015

Land Acquisition Funds @ 0.22%	\$ 662,750.09	
Total Land Acquisition Funds		662,750.09
Restricted Management Funds:		
Phipps Land Mgmt @ 0.22%	207,333.42	
Total Land Acquisition Funds		207,333.42
Total Land Acquisition, and Restricted Management Funds		<u>870,083.51</u>
 TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		 <u><u>\$ 58,120,583.37</u></u>

Approved: \_\_\_\_\_  
Chairman or Executive Director

Date: August 13, 2015

**Northwest Florida Water Management District**  
**Statement of Sources and Uses of Funds**  
**For the Period ending June 30, 2015**  
**(Unaudited)**

	<b>Current Budget</b>	<b>Actuals Through 6/30/2014</b>	<b>Variance (under)/Over Budget</b>	<b>Actuals As A % of Budget</b>
<b>Sources</b>				
Ad Valorem Property Taxes	\$ 3,381,733	\$ 3,226,881	\$ (154,852)	95%
Intergovernmental Revenues	27,568,279	7,004,606	(20,563,673)	25%
Interest on Invested Funds	135,330	68,076	(67,254)	50%
License and Permit Fees	360,250	270,380	(89,870)	75%
Other	1,923,302	2,904,101	980,799	151%
Fund Balance	39,817,516		(39,817,516)	0%
<b>Total Sources</b>	<b>\$ 73,186,410</b>	<b>\$ 13,474,044</b>	<b>\$ (59,712,366)</b>	<b>18%</b>

	<b>Current Budget</b>	<b>Expenditures</b>	<b>Encumbrances<sup>1</sup></b>	<b>Available Budget</b>	<b>%Expended</b>	<b>%Obligated<sup>2</sup></b>
<b>Uses</b>						
Water Resources Planning and Monitoring	\$ 8,743,800	\$ 2,763,892	\$ 373,392	\$ 5,606,516	32%	36%
Acquisition, Restoration and Public Works	34,583,942	6,337,562	98,818	28,147,562	18%	19%
Operation and Maintenance of Lands and Works	3,860,537	2,186,795	232,697	1,441,045	57%	63%
Regulation	4,085,287	2,541,961	138,784	1,404,542	62%	66%
Outreach	164,284	113,870	59	50,356	69%	69%
Management and Administration	2,171,470	1,396,399	87,148	687,924	64%	68%
<b>Total Uses</b>	<b>\$ 53,609,320</b>	<b>\$ 15,340,479</b>	<b>\$ 930,898</b>	<b>\$ 37,337,943</b>	<b>29%</b>	<b>30%</b>
Reserves	19,577,090			19,577,090	0%	0%
<b>Total Uses and Reserves</b>	<b>\$ 73,186,410</b>	<b>\$ 15,340,479</b>	<b>\$ 930,898</b>	<b>\$ 56,915,033</b>	<b>21%</b>	<b>22%</b>

<sup>1</sup> Encumbrances represent unexpended balances of open purchase orders.

<sup>2</sup> Represents the sum of expenditures and encumbrances as a percentage of the available budget.

This unaudited financial statement is prepared as of June 30, 2015, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

JUNE 2015

CHECKS	6/4/2015	\$	175,326.78
AP EFT CHECKS	6/5/2015		369.10
CHECKS	6/10/2015		55,335.76
AP EFT CHECKS	6/12/2015		329.00
CHECKS	6/18/2015		379,897.80
AP EFT CHECKS	6/19/2015		2,159.30
CHECKS	6/25/2015		517,217.34
AP EFT CHECKS	6/26/2015		330.00
RETIREMENT			83,613.08
		\$	<u>\$1,214,578.16</u>

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Chairman or Executive Director

August 13, 2015  
Date

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AP COMPUTER PAID/EFT CHECKS**

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
5267	AFFORDABLE TREE SERVICE	06/04/2015	16,917.50	BID BOND REFUND
4812	ALL AMERICAN RENTALS, INC.	06/04/2015	280.00	PORTABLE TOILETS
3401	APACHE ASPHALT	06/04/2015	7,420.00	SIDEWALK BETWEEN HQ AND IT
3269	CDW GOVERNMENT, INC.	06/04/2015	4,013.28	VMWARE RENEWAL
4227	CHARLES GARNER	06/04/2015	215.00	REPAIRS ON UTV TRAILER WMD9620
4599	CITY OF CALLAWAY	06/04/2015	26,279.60	STORMWATER IMPROVEMENT PROJECT
4061	BRIAN WILLIAM TAYLOR	06/04/2015	80.00	LAWNCARE-MARIANNA
97	THE DEFUNIAK HERALD	06/04/2015	32.63	LEGAL AD
1948	DELL MARKETING L.P.	06/04/2015	17,474.10	SERVER MEMORY
45	DMS	06/04/2015	2,761.18	PHONES-HQ
2713	FL DEPT OF AG. & CONSUMER SERVICES	06/04/2015	695.50	FLORIDA FOREST SERVICE FIRE SU
2702	FISH AND WILDLIFE	06/04/2015	3,962.36	LAW ENFORCEMENT/SECURITY SERVI
5172	FREDDIE WILBON	06/04/2015	750.00	JANITORIAL SERVICE CRESTVIEW F
4709	GROUND LEVEL INC.	06/04/2015	6,513.00	BID BOND REFUND
4921	JACKSON COUNTY UTILITIES	06/04/2015	29.00	WATER-MFO
5120	JOHNSON'S AUTO REPAIR, INC.	06/04/2015	48.77	OPEN PURCHASE ORDER FOR ERP-CA
3921	KOUNTRY RENTAL, INC.	06/04/2015	4,118.00	RENTAL AND SERVICE OF PORTABLE
5213	LADY DIETRICH	06/04/2015	21,772.66	AG COST SHARE AGREEMENT
4598	LANDMARK SPATIAL SOLUTIONS, LLC	06/04/2015	4,093.88	HANDHELD DATA COLLECTOR
4664	RBM AUTO & TRUCK PARTS, INC	06/04/2015	91.74	AUTO PARTS
5025	NATURAL CAPITAL SOLUTIONS, LLC	06/04/2015	29,975.00	STREAMBANK RESTORATION & EROSI
1205	OFFICE DEPOT, INC.	06/04/2015	33.33	OFFICE SUPPLIES
3813	PENNINGTON, P.A.	06/04/2015	14,171.50	LEGAL COUNSEL
1180	PRIDE ENTERPRISES	06/04/2015	98.85	PRINTING ENVELOPES
4136	RICOH AMERICAS CORPORATION	06/04/2015	304.67	RICOH COPIER LEASE FOR REGULAT
3851	SOUTHEASTERN SURVEYING & MAPPING CORP	06/04/2015	9,000.00	AGREEMENT FOR PROFESSIONAL SER
4194	STREAMLINE TECHNOLOGIES, INC.	06/04/2015	540.00	ANNUAL TECH SUPPORT FOR ICPR L
3695	SUPERIOR SEPTIC & SEWER, INC.	06/04/2015	300.00	PUMP OUT AND CERTIFY SEPTIC TA
3711	US POSTAL SERVICE-HASLER	06/04/2015	3,000.00	REPLENISH HEADQUARTERS POSTAGE
1305	WASTE MANAGEMENT - LEON COUNTY,INC	06/04/2015	55.54	DUMPSTER-MARIANNA
3462	WASTE MANAGEMENT OF PANAMA CITY	06/04/2015	140.00	DUMPSTER FOR ECONFINA OFFICE A
4626	WASTE PRO OF FLORIDA, INC	06/04/2015	159.69	SOLID WASTE-HQ

**TOTAL CHECKS**

**175,326.78**

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AP COMPUTER PAID/EFT CHECKS**

3823	KENNETH ANDREW ROACH	06/05/2015	369.10	EMPLOYEE TRAVEL
	<b>TOTAL ACH TRANSFER</b>		<u><b>369.10</b></u>	
	<b>TOTAL AP</b>		<u><u><b>175,695.88</b></u></u>	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AP COMPUTER PAID/EFT CHECKS**

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
4662	AUTO CLINIC OF MARIANNA, INC	06/10/2015	357.00	REPAIRS FOR UTV TRAILER WMD962
3269	CDW GOVERNMENT, INC.	06/10/2015	54.74	GPS RECEIVER
771	CITY OF MARIANNA	06/10/2015	31.42	SEWER-MARIANNA
1948	DELL MARKETING L.P.	06/10/2015	2,197.90	YEARLY COMPUTER & LAPTOP REPLA
1948	DELL MARKETING L.P.	06/10/2015	9,699.94	VM & SANS SERVERS
1948	DELL MARKETING L.P.	06/10/2015	6,355.04	YEARLY COMPUTER & LAPTOP REPLA
1948	DELL MARKETING L.P.	06/10/2015	9,532.56	YEARLY COMPUTER & LAPTOP REPLA
3464	DEPARTMENT OF HEALTH	06/10/2015	445.00	EFO-MODIFICATION SEPTIC SYSTEM
4748	EAST MILTON WATER SYSTEM	06/10/2015	10.00	WATER-MILTON
4508	CARDNO ENTRIX	06/10/2015	8,692.50	MINIMUM FLOW AND LEVELS DEVELO
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	06/10/2015	24.08	FLORIDA ADMINISTRATIVE REVIEW
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	06/10/2015	23.24	FLORIDA ADMINISTRATIVE REVIEW
916	GULF POWER COMPANY	06/10/2015	751.35	ELECTRIC-CFO
916	GULF POWER COMPANY	06/10/2015	653.81	ELECTRIC-MILTON
4607	MAIL FINANCE INC	06/10/2015	126.00	MAILING SYSTEM LEASE FOR CARR,
3003	HAVANA FORD, INC.	06/10/2015	35.65	OPEN PURCHASE ORDER FOR REG
3942	A & W VENTURES, L.C.	06/10/2015	151.34	PORTABLE TOILET FOR PHIPPS PAR
3942	A & W VENTURES, L.C.	06/10/2015	150.00	PORTA-LETS AT HQ FOR SEWER HOO
2268	INNOVATIVE OFFICE SOLUTIONS, INC	06/10/2015	918.00	PHONE MAINTENANCE
3921	KOUNTRY RENTAL, INC.	06/10/2015	207.50	CLEANING OF BOTH ECONFINA OFFI
2299	LIBERTY COUNTY SOLID WASTE	06/10/2015	28.00	SOLID WASTE-FL RIVER
2758	NORTHERN TOOL & EQUIPMENT COMPANY, INC	06/10/2015	85.72	FUEL NOZZLE
4025	P & B MANAGEMENT OF WALTON CO, INC.	06/10/2015	50.00	REFUND OVERPAYMENT 2006 LAND P
64	PANAMA CITY NEWS HERALD	06/10/2015	156.20	LEGAL AD
2663	PATIENTS FIRST APPELYARD, INC	06/10/2015	59.00	LABORATORY TESTING
62	PENSACOLA NEWS-JOURNAL	06/10/2015	165.54	LEGAL AD
71	PETTY CASH	06/10/2015	66.00	PETTY CASH
4368	PROFESSIONAL HEALTH EXAMINERS	06/10/2015	65.00	LABORATORY TESTING
3482	SANTA ROSA COUNTY LANDFILL	06/10/2015	8.80	SOLID WASTE
4091	THE SHOE BOX	06/10/2015	170.99	SAFETY SUPPLIES
3104	SOUTHERN WATER SERVICES	06/10/2015	250.00	EFO WATER TESTING-QUARTERLY SA
110	TALQUIN ELECTRIC COOPERATIVE, INC.	06/10/2015	87.17	SECURITY LIGHTS-HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	06/10/2015	200.89	WATER/SEWER HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	06/10/2015	4,455.41	ELECTRIC-HQ
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	06/10/2015	3,940.00	PUBLIC RECREATION SITE CLEAN U

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AP COMPUTER PAID/EFT CHECKS**

5245	TOWN OF WESTVILLE	06/10/2015	4,310.00	WATER MAIN REPLACEMENT PROJECT
4557	VERIZON WIRELESS	06/10/2015	(199.48)	CREDIT FOR NEW EQUIPMENT
4557	VERIZON WIRELESS	06/10/2015	849.45	JETPACKS
4774	JOHN T WILLIAMSON	06/10/2015	170.00	JANITORIAL SERVICES FOR THE WF
	<b>TOTAL CHECKS</b>		<b><u>55,335.76</u></b>	
273	W. G. GOWENS	06/12/2015	82.00	EMPLOYEE TRAVEL
5136	KEVIN R. HAYES	06/12/2015	99.00	EMPLOYEE TRAVEL
5032	WILLIAM HUNKAPILLER	06/12/2015	148.00	EMPLOYEE TRAVEL
	<b>TOTAL ACH TRANFER</b>		<b><u>329.00</u></b>	
	<b>TOTAL AP</b>		<b><u><u>55,664.76</u></u></b>	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AP COMPUTER PAID/EFT CHECKS**

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
4923	JOHN ALTER	06/18/2015	61.41	BOARD TRAVEL
5155	TOWN OF ALTHA	06/18/2015	137,964.52	ALTHA WATER SYSTEM, PHASE 3
3293	ANGUS ANDREWS	06/18/2015	107.69	BOARD TRAVEL
5089	ATKINS NORTH AMERICA, INC.	06/18/2015	33,767.75	MINIMUM FLOWS AND LEVELS DEVEL
5089	ATKINS NORTH AMERICA, INC.	06/18/2015	1,204.00	MINIMUM FLOWS AND LEVELS DEVEL
2967	BANK OF AMERICA	06/18/2015	4,618.34	P-CARD PURCHASES
2967	BANK OF AMERICA	06/18/2015	182.75	WETLANDS WEBSITE HOSTING
2967	BANK OF AMERICA	06/18/2015	129.00	WEBINAR REGISTRATION
4180	BA MERCHANT SERVICES	06/18/2015	196.40	TRANSACTION FEES FOR E-PERMITT
3269	CDW GOVERNMENT, INC.	06/18/2015	354.00	NETWORK CARD REPLACEMENT REG P
5125	CITY OF PARKER	06/18/2015	5,953.75	WATER SYSTEM IMPROVEMENTS
5199	DAVIS FARMS	06/18/2015	11,351.25	AG COST SHARE AGREEMENT
1948	DELL MARKETING L.P.	06/18/2015	35,708.61	VM & SANS SERVERS
45	DMS	06/18/2015	2,227.67	E-PERMITTING-SJR
45	DMS	06/18/2015	3.44	AUDIO CONFERENCING
45	DMS	06/18/2015	9.39	AUDIO CONFERENCING
45	DMS	06/18/2015	7,494.50	ETHERNET-ALL
45	DMS	06/18/2015	144.00	LAN PORTS-WEB SERVER
45	DMS	06/18/2015	4.61	LAN PORTS-WEB SERVER
45	DMS	06/18/2015	71.77	PHONES-MILTON
45	DMS	06/18/2015	16,265.17	CARR LEASE
4855	ENVIRON SERVICES INCORPORATED	06/18/2015	275.00	JANITORIAL SERVICE MARIANNA
4855	ENVIRON SERVICES INCORPORATED	06/18/2015	1,552.00	JANITORIAL SERVICE - HQ
20	EXECUTIVE OFFICE FURNITURE, INC	06/18/2015	2,295.46	PODIUM FOR GOVERNING BOARD ROO
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	06/18/2015	8,132.73	FUEL
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	06/18/2015	1,676.63	WEX TELEMATICS FLEET MANAGEMEN
2701	FLORIDA MUNICIPAL INSURANCE TRUST	06/18/2015	27,002.59	4TH INSTALLMENT PAYMENT
1746	FRANKLIN COUNTY TAX COLLECTOR	06/18/2015	1,310.70	2014 TAX ROLL COLLECTION
65	GADSDEN COUNTY TIMES	06/18/2015	43.70	LEGAL AD
4042	GGI, LLC, DBA GENESIS GROUP	06/18/2015	3,700.98	TASK 15
4042	GGI, LLC, DBA GENESIS GROUP	06/18/2015	4,224.51	TASK 15
2282	GULF ICE SYSTEMS, INC	06/18/2015	3,696.18	REPLACEMENT EFO ICE MACHINE
4607	MAIL FINANCE INC	06/18/2015	259.00	MAILING SYSTEM LEASE FOR HQ
4607	MAIL FINANCE INC	06/18/2015	126.00	MAILING SYSTEM LEASE FOR CARR,
1090	HR DIRECT	06/18/2015	419.94	REQUIRED FEDERAL & STATE LABOR
61	JACKSON COUNTY FLORIDAN	06/18/2015	86.95	LEGAL AD
61	JACKSON COUNTY FLORIDAN	06/18/2015	96.70	LEGAL AD



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AP COMPUTER PAID/EFT CHECKS**

5237	JEFFERSON COMMUNITIES WATER SYSTEM, INC	06/18/2015	22,115.25	HAYFIELD SPUR RD EXTENSION LOO
4946	ULYSSES D. JENKINS	06/18/2015	75.00	SECURITY FOR GOVERNING BOARD M
3266	LOWE'S COMPANIES INC.	06/18/2015	795.47	GENERAL SUPPLIES
4986	PATRICIA LUJAN	06/18/2015	7,374.16	CRESTVIEW LEASE
1205	OFFICE DEPOT, INC.	06/18/2015	29.23	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	06/18/2015	7.82	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	06/18/2015	13.19	OFFICE SUPPLIES
4090	JERRY PATE	06/18/2015	162.87	BOARD TRAVEL
2663	PATIENTS FIRST APLEYARD, INC	06/18/2015	49.00	LABORATORY TESTING
4849	NICK PATRONIS	06/18/2015	81.88	BOARD TRAVEL
3341	PITTMAN PEA RIDGE CASH & CARRY	06/18/2015	1,778.79	TREATED WOOD/LUMBER FOR SIGNAG
4601	PORTLAND LUMBER YARD, INC	06/18/2015	1,467.00	PORTO-TOILET DECK MATERIALS ET
4091	THE SHOE BOX	06/18/2015	179.99	SAFETY BOOTS: HAYES & DELGADO
4091	THE SHOE BOX	06/18/2015	152.99	SAFETY BOOTS: HAYES & DELGADO
4720	SOUTHWOOD SHARED RESOURCE CENTER	06/18/2015	838.61	OFFSITE DATA STORAGE
5156	SPERRY & ASSOCIATES, INC.	06/18/2015	30,680.35	ECONFINA SPRINGS COMPLEX-SPRIN
4967	SAMUEL SPRING	06/18/2015	85.44	BOARD TRAVEL
4799	STAPLES CONTRACT & COMMERCIAL, INC.	06/18/2015	877.81	INK ORDER FOR CRESTVIEW MEDIA
4799	STAPLES CONTRACT & COMMERCIAL, INC.	06/18/2015	(164.91)	CREDIT
4799	STAPLES CONTRACT & COMMERCIAL, INC.	06/18/2015	124.23	OFFICE SUPPLIES
105	TALLAHASSEE DEMOCRAT	06/18/2015	115.25	LEGAL AD
2808	THAT BOOT STORE	06/18/2015	186.29	PRESCRIBED BURN BOOTS
5218	WAGeworks, INC.	06/18/2015	153.00	ADMIN FEE FOR FSA
	<b>TOTAL CHECKS</b>		<b><u>379,897.80</u></b>	
3405	JOHN B. CROWE	06/19/2015	950.40	EMPLOYEE TRAVEL
4961	PETER FOLLAND	06/19/2015	90.00	EMPLOYEE TRAVEL
5032	WILLIAM HUNKAPILLER	06/19/2015	107.50	EMPLOYEE TRAVEL
2516	HAINES J. LAYFIELD JR.	06/19/2015	99.00	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	06/19/2015	90.00	EMPLOYEE TRAVEL
2434	JERRICK SAQUIBAL	06/19/2015	822.40	EMPLOYEE TRAVEL
	<b>TOTAL ACH TRANSFER</b>		<b><u>2,159.30</u></b>	
	<b>TOTAL AP</b>		<b><u><u>382,057.10</u></u></b>	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AP COMPUTER PAID/EFT CHECKS**

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	06/25/2015	50,105.41	EMPLOYEE MEDICAL INSUR
5266	BRIAN'S SEPTIC SERVICE, LLC	06/25/2015	11,250.00	INSTALL NEW SEPTIC TANK AND FI
4845	CALHOUN COUNTY SHERIFF'S OFFICE	06/25/2015	1,800.44	CALHOUN CO SHERIFF-LAW ENFCMT/
1617	CAPITAL HEALTH PLAN	06/25/2015	72,319.46	EMPLOYEE MEDICAL INSUR
3880	CITY OF BRISTOL	06/25/2015	22,125.00	WSD CONSTRUCTION OF WATER STOR
3524	CITY OF CRESTVIEW	06/25/2015	40.85	WATER/SEWER CFO
4676	CITY OF MILTON FLORIDA	06/25/2015	35.50	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	06/25/2015	16.36	SEWER
5095	CITY OF MONTICELLO	06/25/2015	115,319.39	U HWY 19 WATER LINE EXTENSION
5125	CITY OF PARKER	06/25/2015	1,916.25	WATER SYSTEM IMPROVEMENTS
5125	CITY OF PARKER	06/25/2015	3,306.58	STORMWATER IMPROVEMENT PROJECT
3289	CITY OF TALLAHASSEE	06/25/2015	37.87	LAKESHORE
2803	COASTAL AIR SERVICE, INC.	06/25/2015	63,459.81	AERIAL HERBICIDE APPLICATION F
4264	DELL SECUREWORKS	06/25/2015	1,799.00	QUALYSGUARD EXPRESS
45	DMS	06/25/2015	112.55	PHONES-MARIANNA
45	DMS	06/25/2015	1,266.93	PHONES-CARR
45	DMS	06/25/2015	2.57	LONG DISTANCE
3424	DURRA-QUICK-PRINT INC.	06/25/2015	45.00	BUSINESS CARDS
2702	FISH AND WILDLIFE	06/25/2015	7,662.11	LAW ENFORCEMENT/SECURITY SERVI
24	FLORIDA PUBLIC UTILITIES COMPANY	06/25/2015	467.44	ELECTRIC-MARIANNA
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	06/25/2015	34.72	FAR/LEGAL AD FOR 2015 GOVERNIN
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	06/25/2015	24.22	NOTICE OF PUBLIC MEETING - IT
839	FORESTRY SUPPLIERS, INC.	06/25/2015	370.08	FIELD SUPPLIES
3420	GREASE PRO EXPRESS LUBE	06/25/2015	1,121.94	REPAIR ON 2009 FORD F150 WMD 2
2291	GULF COAST ELECTRIC COOPERATIVE,INC	06/25/2015	363.91	ELECTRIC-EFO
3003	HAVANA FORD, INC.	06/25/2015	52.98	OPEN PURCHASE ORDER FOR RMD
3003	HAVANA FORD, INC.	06/25/2015	52.98	OPEN PURCHASE ORDER FOR RMD
5120	JOHNSON'S AUTO REPAIR, INC.	06/25/2015	257.51	SERVICE VEHICLE WMD2085
3921	KOUNTRY RENTAL, INC.	06/25/2015	1,500.00	PORTABLE TOILET PLATFORM CLEAN
259	LEON COUNTY TAX COLLECTOR	06/25/2015	87.26	2014 POSTAGE
3266	LOWE'S COMPANIES INC.	06/25/2015	1,047.05	GENERAL SUPPLIES
56	MAC PAPERS INC. - TALLAHASSEE	06/25/2015	751.75	RESTOCK PAPER SUPPLY
5227	MAC'S AUTO SERVICE	06/25/2015	188.36	SERVICE OF OUTBOARD MOTOR ID#3
5227	MAC'S AUTO SERVICE	06/25/2015	882.32	OIL CHANGE AND REPAIR TO WMD 1

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AP COMPUTER PAID/EFT CHECKS**

1205	OFFICE DEPOT, INC.	06/25/2015	42.32	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	06/25/2015	56.78	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	06/25/2015	304.54	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	06/25/2015	4.84	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	06/25/2015	92.00	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	06/25/2015	17.91	OFFICE SUPPLIES
3324	PENSACOLA HARDWARE CO.	06/25/2015	385.00	GEOTEXTILE FILTER FABRIC
71	PETTY CASH	06/25/2015	830.00	JUNE 2015 EDUCATIONAL PADDLE T
2381	PORT SUPPLY	06/25/2015	219.98	DOCK LADDER
3876	TELEDYNE RD INSTRUMENTS	06/25/2015	27,945.00	WATER VELOCITY PROFILE METER
3084	77 HARDWARE & SUPPLY	06/25/2015	815.52	LOCKS
5153	ALZO SLADE	06/25/2015	935.00	REINFORCE IT BUILDING FLOOR
4799	STAPLES CONTRACT & COMMERCIAL, INC.	06/25/2015	35.99	VOICE RECORDER
3982	TOWN OF CENTURY	06/25/2015	10,914.50	CENTURY WATER SYSTEM LEAK SURV
3941	TYLER TECHNOLOGIES, INC.	06/25/2015	1,688.05	MUNIS SIGNATURE SYSTEM
4557	VERIZON WIRELESS	06/25/2015	1.09	MACHINE TO MACHINE
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	06/25/2015	12,944.40	LAW ENFORCEMENT/SECURITY
4145	WHITFIELD TIMBER COMPANY	06/25/2015	99,821.61	PERFORMANCE BOND REFUND
4038	WINDSTREAM COMMUNICATIONS	06/25/2015	46.41	LONG DISTANTCE&800# EFO
4651	PANAMA CITY CYCLES, INC	06/25/2015	292.80	REPAIRS FOR SUZUKI 750 KING QU
<b>TOTAL CHECKS</b>			<b><u>517,217.34</u></b>	
982	WILLIAM O. CLECKLEY	06/26/2015	100.00	EMPLOYEE TRAVEL
4944	BRETT CYPHERS	06/26/2015	110.00	EMPLOYEE TRAVEL
273	W. G. GOWENS	06/26/2015	120.00	EMPLOYEE TRAVEL
<b>TOTAL ACH TRANSFER</b>			<b><u>330.00</u></b>	
<b>TOTAL AP</b>			<b><u><u>517,547.34</u></u></b>	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

JUNE 2015

DIRECT DEPOSIT	6/12/2015	\$	213,780.28
CHECKS	6/12/2015		1,722.08
FLEX SPENDING TRANSFER	TF0068		1,453.60
DIRECT DEPOSIT	6/26/2015		215,215.22
CHECKS	6/26/2015		2,059.45
FLEX SPENDING TRANSFER	TF0072		1,453.60
		\$	<u>435,684.23</u>

APPROVED:

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Chairman or Executive Director

August 13, 2015

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Date

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director  
Guy Gowens, Assistant Executive Director  
Nick Wooten, Director, Division of Resource Management

DATE: July 28, 2015

SUBJECT: Consideration of Grant Agreement with the West Florida Resource Conservation and Development Council for Northwest Florida Mobile Irrigation Lab Services for Fiscal Year 2015-2016

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**Recommendation:**

Staff recommends that the Governing Board authorize the Executive Director to enter into an agreement with the West Florida Resource Conservation & Development Council (WFR CDC) to provide up to \$71,125 in District grant funding for Northwest Florida Mobile Irrigation Lab services for Fiscal Year 2015-2016.

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**Discussion:**

The Northwest Florida Mobile Irrigation Lab (NWF MIL) is to begin its 12th year of providing irrigation efficiency evaluations and related services within the District. This is an ongoing joint effort between the District, the National Resource Conservation Service (NRCS) and the Florida Department of Agriculture and Consumer Services (FDACS). The NWF MIL is a free and voluntary service that helps the agricultural community increase irrigation efficiency, conserve water resources, prevent runoff, and reduce nutrient leaching while reducing operating costs. The NWF MIL is currently providing support for the District's agricultural Best Management Practices cost-share program. Since the program's inception in Northwest Florida, team members have completed 686 evaluations, covering an irrigated area of nearly 52,303 acres. The average total water savings estimated by NWF MIL personnel equal approximately 8.6 million gallons of water per day.

The NWF MIL services are provided through the WFR CDC and are funded through the District (\$71,125), FDACS (\$84,152 through a separate agreement), and the NRCS (\$61,450), who will provide in-kind budget expenses including office space, a vehicle, equipment and supplies. The total annual cost for the NWF MIL services is \$216,727. The District will receive quarterly reports summarizing all evaluations performed along with actual and potential water savings. The WFR CDC will also provide the District detailed documentation of project expenditures sufficient for audit purposes.

Attachment: Proposed Grant Agreement

# **GRANT AGREEMENT**

**BETWEEN**

**THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**THE WEST FLORIDA RESOURCE CONSERVATION & DEVELOPMENT COUNCIL**

**FOR**

**IMPLEMENTATION OF THE NORTHWEST FLORIDA MOBILE IRRIGATION LAB**

**THROUGHOUT FISCAL YEAR 2015-2016**

**NFWWMD CONTRACT NUMBER 16-004**

THIS AGREEMENT, made and entered into by and between the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public entity created by Chapter 373, Florida Statutes, as amended, hereinafter referred to as the "DISTRICT," and the West Florida Resource Conservation & Development Council, a Florida non-profit organization hereinafter referred to as the "GRANTEE."

**WITNESSETH:**

WHEREAS, the DISTRICT and the GRANTEE, participating with the United States Department of Agriculture Natural Resource Conservation Service (NRCS) and the Florida Department of Agriculture and Consumer Services (FDACS), recognize the common objective of helping to bring about conservation, development, and wise use of land, water, and related resources; and

WHEREAS, Mobile Irrigation Labs have been recognized as leaders in effecting and quantifying water conservation efforts in agricultural and urban settings; and

WHEREAS, the participating agencies previously developed a "Working Agreement" which established, in October 2004, a Northwest Florida Mobile Irrigation Lab (NWFML) that has been operating successfully for the past eleven years within the boundary of the DISTRICT; and

WHEREAS, the participating agencies recognize the mutual benefit of having entered into such an agreement and desire to perpetuate this agreement for another year; and

WHEREAS, the DISTRICT has budgeted funding, subject to Governing Board approval, for the purpose of providing assistance to agricultural producers within the DISTRICT; and

WHEREAS, the implementation, operation, and administration of the NWFML is described in the Scope of Work, attached hereto as ATTACHMENT 1 and by this reference incorporated herein.

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

1. The DISTRICT agrees:
  - A. To provide funding not to exceed seventy-one thousand one hundred twenty-five dollars and NO/100 (\$71,125.00) for approved expenses in support of the NWFMI operation, as described in ATTACHMENT 1.
  - B. To provide payment of the funds indicated in Paragraph 1.A. for work satisfactorily completed, within 30 days of the DISTRICT's receipt and approval of invoices from the GRANTEE.
  - C. To provide payment for services provided in accordance with this AGREEMENT through the end date of the contract period. No costs incurred prior to the execution of the AGREEMENT will be approved.
  - D. To provide the GRANTEE copies of maps, documents, and digital geographic information it has available to recognize agricultural land use, Water Resource Caution Area boundaries, and spring recharge basin boundaries, as requested.
  
2. The GRANTEE agrees:
  - A. To fully complete activities described in ATTACHMENT 1.
  - B. To oversee the NWFMI and provide technically trained personnel and any equipment necessary for the NWFMI to carry out its annual work plan within the guidelines of the NRCS/FDACS Mobile Irrigation Lab Handbook - January 2013 (Handbook).
  - C. To provide training, in cooperation with the NRCS, to ensure that NWFMI activities are in accordance with NRCS standards and procedures.
  - D. To provide office facilities, supplies, personal computers, vehicles, and field equipment (to include flow meter), in cooperation with the NRCS.
  - E. To seek cost share funding from the DISTRICT, the NRCS and FDACS to implement BMP tools and measures associated with the recommendations of the NWFMI evaluation.
  - F. To invoice the DISTRICT for work satisfactorily completed in support of the NWFMI operation, as described in 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.
  - G. To provide to the DISTRICT all deliverables specified in ATTACHMENT 1. Deliverables will be provided to DISTRICT staff during project implementation.
  - H. To use funds obtained from the DISTRICT pursuant to this AGREEMENT solely for the purposes of the NWFMI operation, as described in 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 for a period (the “contract period”) of October 1, 2015 through September 30, 2016, unless extended by mutual written consent. Implementation of the project and all deliverables described in ATTACHMENT 1 must be completed on or before the end of the contract period.
  - 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, and the GRANTEE shall and hereby agrees to release, indemnify and hold harmless the DISTRICT against any and all injury, loss, liability, claim, damage and expense whatsoever (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) including reasonable attorney’s fees and expenses, arising out of, based upon or resulting from the GRANTEE’s use of DISTRICT funds, representative, employee, contractor, invitee, permittee, customer or client of the GRANTEE, the negligence of another or any other third party, or the negligence of the DISTRICT.
  - C. This AGREEMENT may be terminated by either of the parties upon at least 30 days prior written notice.
  - D. The DISTRICT may unilaterally cancel this AGREEMENT for refusal by the GRANTEE to allow access to any and all documents, papers, letters, or other material made or received by the GRANTEE in conjunction with this AGREEMENT.
  - E. This AGREEMENT is subject to the availability of budgeted funds anticipated at the time of execution. Should funding be discontinued or reduced, this AGREEMENT will be terminated or amended, as appropriate in the sole discretion of the DISTRICT. In such an event, the GRANTEE shall be compensated for work or services satisfactorily completed prior to termination or amendment of the AGREEMENT.
  - F. In accordance with Section 215.971(1)(c), F.S., ATTACHMENT 1 identifies the level of service and financial consequences for nonperformance. If GRANTEE fails to produce the deliverables as specified within ATTACHMENT 1, the DISTRICT shall apply the financial consequences identified therein.
  - G. 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.

- H. The DISTRICT and the GRANTEE may, by written amendment to this AGREEMENT, agree that additional work shall be undertaken within the general scope of this AGREEMENT.
- I. To the extent required by law, each contractor 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.
- 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. The convicted vendor list is maintained by the Florida Department of Management Services and may be accessed from the agency web site at [www.dms.myflorida.com](http://www.dms.myflorida.com).
- 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. The discriminatory vendor list is maintained by the Florida Department of Management Services and may be accessed from the agency web site at [www.dms.myflorida.com](http://www.dms.myflorida.com).
- 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:

**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

Angela Chelette, PG, Hydrologist IV  
Resource Management Division  
81 Water Management Drive  
Havana, Florida 32333  
(850) 539-5999  
Angela.Chelette@nfwwater.com

**WEST FLORIDA RESOURCE CONSERVATION  
& DEVELOPMENT COUNCIL**

Steve Johnson, President  
  
4155 Hollis Drive  
Marianna, FL 32448  
(850) 482-5888  
wflrcd@gmail.com

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

**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

**WEST FLORIDA RESOURCE  
CONSERVATION & DEVELOPMENT  
COUNCIL**

By: \_\_\_\_\_  
Brett J. Cyphers, Executive Director

By: \_\_\_\_\_  
Steve Johnson, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT 1 – SCOPE OF WORK

GRANT AGREEMENT BETWEEN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AND

THE WEST FLORIDA RESOURCE CONSERVATION & DEVELOPMENT COUNCIL

FOR

IMPLEMENTATION OF THE NORTHWEST FLORIDA MOBILE IRRIGATION LAB

THROUGHOUT FISCAL YEAR 2015-2016

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### **Project Description**

The West Florida Resource Conservation and Development Council oversees the Northwest Florida Mobile Irrigation Lab (NWFMI) that operates within the boundary of the DISTRICT. Fiscal Year 2015-2016 represents the twelfth year that the NWFMI will provide irrigation efficiency evaluations and related services within the District. This is an ongoing joint effort between the District, the National Resource Conservation Service (NRCS) and the Florida Department of Agriculture and Consumer Services (FDACS) to provide assistance to agricultural producers to increase irrigation efficiency, conserve water resources, prevent runoff, and reduce nutrient leaching while reducing operating costs. The NWFMI is a free and voluntary service that helps the agricultural community.

The work of the NWFMI supports the water conservation goals of the DISTRICT, specifically those related to agriculture irrigation. The NWFMI primarily targets agricultural irrigators utilizing piped irrigation systems within delineated spring recharge basins in Jackson County and within the Water Resource Caution Area in Gadsden County. The Floridan aquifer and surface water streams are the main water sources for agriculture irrigation in these areas. Secondary priority will be given to operations that are outside these areas and have submitted a Notice of Intent to FDACS to implement Best Management Practices.

Benefits of NWFMI work to the DISTRICT regarding conservative and efficient water use include: promotion of actual and potential agriculture irrigation water savings that are quantified; public education and outreach regarding conservative and efficient water use; flow rate verification for metered and non-metered systems resulting in improved accuracy of reported use amounts; provision of Irrigation Water Management Plans to irrigators; establishment of an effective, efficient cooperative work agreement with FDACS and NRCS; and support for producers applying to the District's agricultural best management practices cost-share program by verifying eligibility and recommending efficiency improvement measures.

### **Tasks**

1. The NWFMI will assist agricultural irrigators utilizing piped irrigation systems by evaluating individual irrigation systems and providing recommendations for the purpose of water conservation. The NWFMI will give priority to systems within delineated

spring recharge basins in Jackson County and within the Water Resource Caution Area in Gadsden County.

Successful completion of this Task will be measured by performance of at least 20 irrigation system evaluations in each quarter and a total of 100 irrigation system evaluations throughout the DISTRICT during the contract period. In accordance with 287.058(1)(h), F.S., requiring financial consequences for nonperformance, failure to complete this task will result in reduction of payment of the contract by \$250 per evaluation less than the required number of evaluations.

2. The NWFMIIL will also provide Irrigation Water Management Plans to the facilities receiving 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.

Successful completion of this Task will be measured by providing Plans to at least 30 producers.

3. The NWFMIIL shall promote water conservation education and publicize the availability of the NWFMIIL services. 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.

Successful completion of this Task will be measured by NWFMIIL participation in at least five separate activities every six months with a total of 10 activities during the contract period.

### **Anticipated Schedule**

The NWFMIIL provides ongoing services which will continue through the contract period indicated in Paragraph 3A.

### **Anticipated Project Cost and Funding**

The total cost of the NWFMIIL operation is estimated at \$216,727. Grant funding through this AGREEMENT will not exceed \$71,125.00 and is available for costs to complete the project. The DISTRICT, after receipt of an invoice from the GRANTEE, shall provide the GRANTEE one payment each quarter of \$17,781.25. Per Section 3.F of this agreement, failure to complete the grant project as described in this Scope of Work and provide the required deliverables will result in partial reduction of grant funds not yet expended on the project.

Grant funding may not be applied to costs incurred prior to the execution of this contract.

## **Deliverables**

The GRANTEE shall complete the project as described above. The GRANTEE shall complete and provide invoice and status documentation and quarterly progress reports as indicated below. All deliverables must be provided in electronic format.

1. The GRANTEE shall, within 15 working days of the end of each quarter (October-December 2015, January-March 2016, April-June 2016, and July-September 2016), have the NWFMI complete and submit to the DISTRICT:
  - a. Quarterly reports described in Appendix A of the Handbook or equivalent; and
  - b. A brief description of completed public outreach activities; and
  - c. A copy of all individual farm evaluation reports conducted during the quarter; and,
  - d. A spreadsheet which tallies the number of initial and follow-up evaluations and actual and potential water savings, for each quarter since program inception and as a running total. Each individual farm evaluation report will be assigned a numeric identifier that will allow each farm evaluation report to be cross-referenced to the quarterly reports without identifying the farmer.
2. The following shall be provided with each invoice:
  - a. A numbered and dated invoice requesting funds from the DISTRICT; and
  - b. A description of activities completed during the invoice period and to which the invoices apply; and
  - c. Cost backup documentation, in sufficient detail for proper pre-audit and post-audit, such as copies of invoices to other participating funding entities (FDACS), estimates of in-kind contributions by NRCS, etc.
3. Within fourteen (14) days of the end of this contract period, the GRANTEE shall provide to the DISTRICT detailed documentation of project expenditures sufficient for proper pre-audit and post-audit purposes.

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

### MEMORANDUM

TO: Governing Board

FROM: Paul Thorpe, Chief, Bureau of Environmental and Resource Planning

DATE: August 4, 2015

SUBJECT: Consideration of Grant Funding Agreement with the National Fish and Wildlife Foundation and Supporting Consultant Services for Fiscal Year 2015-2016

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#### Recommendation

Staff recommends that the Governing Board authorize the Executive Director to: (1) execute a grant agreement with the National Fish and Wildlife Foundation, providing to the District up to \$695,000 to update the District's Surface Water Improvement and Management plans, and (2) execute supporting task orders with Ecology and Environment, Inc., for consulting services not to exceed \$266,787 for fiscal year (FY) 2015-2016, contingent upon approval of the District's FY 2015-2016 budget and subject to legal counsel review.

#### Discussion

Attached is a draft grant agreement providing up to \$695,000 to the District from the National Fish and Wildlife Foundation (NFWF) through the Gulf Environmental Benefit Fund (GEBF). The GEBF consists of funds received by NFWF stemming from the Deepwater Horizon oil spill. These funds complement future funding expected to be available to mitigate the effects of the spill, including Natural Resource Damage Assessment (NRDA) and RESTORE<sup>1</sup> Act funding.

This grant funding will support updates to Surface Water Improvement and Management (SWIM) plans for each of the District's seven major estuarine watersheds. From the 1980s through the early 2000s, the District developed SWIM plans to guide and support watershed management and restoration across northwest Florida. These plans are an important resource for the District and for local governments and state agencies, describing current conditions, priority issues, and strategies to address water resource issues. The plans are also the foundation for many of the District's priority projects, including retrofitting stormwater management systems to improve water quality, restoring wetland and aquatic habitats, evaluating resource conditions and freshwater needs, and protecting and restoring springs. A defining characteristic of the SWIM program is that implementation is conducted primarily through cooperative projects, prioritized with regional stakeholders.

Activities during the coming year are expected to focus on working with technical advisory committees to evaluate watershed challenges and strategies, public outreach, and developing

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<sup>1</sup>Resources and Ecosystems Sustainability, Tourist Opportunities, and the Revived Economies of the Gulf Coast States

updated assessments of conditions within each watershed. It is expected that the SWIM plan updates will be complete by October 2017.

This proposed grant agreement is one part of a larger effort funded by NFWF, to be implemented in cooperation with the Florida Fish and Wildlife Conservation Commission, the Florida Department of Environmental Protection, and the Suwannee River Water Management District (SRWMD), to develop a comprehensive restoration strategy for the Florida Panhandle and Big Bend regions. In addition to developing SWIM plans for northwest Florida, the strategy supports similar SWIM plan development for the SRWMD, development of detailed plans and metrics to facilitate seagrass recovery, and development of a comprehensive set of projects, categorized by funding priority. The resulting projects will be eligible for funding by the GEBF, RESTORE, and other associated sources, as well as by local governments and state agencies. It is anticipated that most of these projects will be implemented by local governments, improving conditions for communities across the region.

SWIM plan updates will be conducted by District staff with contractual services support. District staff will execute task orders with Ecology and Environment, Inc., to assist with updating watershed assessments and work with regional stakeholders to identify priority projects. Ecology and Environment was one of three top-ranked firms evaluated pursuant to the District's Request for Qualifications 13Q-002. In accordance with the District's tentative budget for fiscal year 2015-2016, spending for consultant services for this effort is not anticipated to exceed \$266,787 for the fiscal year.

**NATIONAL FISH AND WILDLIFE FOUNDATION  
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
PROJECT FUNDING AGREEMENT**

**NFWF Gulf Environmental Benefit Fund  
Restoration Planning for the Florida Panhandle (FL)  
NFWF Project ID #49515**

This Project Funding Agreement (“Agreement”) is made between the Northwest Florida Water Management District (“Recipient”), with an address of 81 Water Management Drive, Havana, Florida 32333, and the National Fish and Wildlife Foundation (“NFWF”), with an address of 1133 15<sup>th</sup> Street, N.W., Suite 1100, Washington D.C. 20005. (Recipient and NFWF each, a “Party,” and together, the “Parties.”)

1. **Source of Funds.** The funds to be disbursed by NFWF to Recipient under this Agreement (the “Funds”) represent a portion of the payments received by NFWF pursuant to plea agreements entered as judgment in the cases captioned as United States v. BP Exploration and Production, Inc., Case No. 2:12-cr-00292-SSV (E.D. La.), and United States v. Transocean Deepwater Inc., Case No. 2:13-cr-00001-JTM (E.D. La.) (together, the “Plea Agreements”).
2. **Purpose of Funds.** With respect to projects to be funded in the State of Florida, the Plea Agreements require NFWF to administer and disburse the Funds as follows:

To remedy harm and eliminate or reduce the risk of future harm to Gulf Coast natural resources, NFWF shall use [the Funds] to conduct or fund projects to remedy harm to resources where there has been injury to, or destruction of, loss of, or loss of use of those resources resulting from the Macondo oil spill. NFWF shall consult with appropriate state resource managers, as well as federal resource managers that have the statutory authority for coordination or cooperation with private entities, to identify projects and to maximize the environmental benefits of such projects.
3. **Project to be Funded.** Under this Agreement, NFWF agrees to disburse Funds to Recipient in accordance with the terms hereof to pay the costs associated with Recipient’s implementation of the project entitled “Restoration Planning for the Florida Panhandle (FL)” (the “Project”). A detailed description of the Project, including but not limited to a Project summary, expected timeline and schedule, purpose, products, outcomes, and deliverables (collectively the “Project Description”), is included as Exhibit A hereto. Recipient hereby agrees to use the Funds disbursed to it under this Agreement exclusively to pay the costs of the services, time, materials, equipment, machinery, tools, and other items (collectively the “Work”) comprising the Project, all in accordance with the Project Description.
4. **Maximum Amount of Funding.** Unless agreed otherwise in writing by NFWF (acting in its sole discretion), the amount of Funds to be made available by NFWF to Recipient under this Agreement for purposes of paying the costs of the Work shall not exceed a maximum of Six Hundred Ninety Five Thousand Dollars (\$695,000) (the “Maximum Amount”).



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5. **Project Budget.** The estimated budget for the entire Project from commencement through completion (the “Total Budget”) is attached hereto as Exhibit B. The Budget further identifies the individual tasks (“Tasks”) comprising the Work, and sets forth a sub-budget for each such Task (“Task Budget”). Task Budgets are further itemized into cost categories (“Cost Categories”) reflecting the types of costs included in each Task Budget.

The Parties expect that the Recipient will conduct all the Work and complete the Project within the Total Budget and, accordingly, for a total amount of Funds equal to or less than the Maximum Amount. If at any time during the term of this Agreement Recipient believes, based on the Work performed to date, that the aggregate costs to complete the Project are likely to exceed the Total Budget, Recipient shall so notify NFWF immediately in writing.

6. **Payment for Project Costs.** Recipient may request payment of Funds hereunder either for Work costs already paid or incurred by Recipient (such requests, “Reimbursement Requests”) or, upon a demonstration of actual and immitigable need, for Work costs to be paid or incurred by Recipient imminently (such requests, “Advance Requests”). Recipient shall make Reimbursement Requests and Advance Requests in accordance with the following procedures and subject to the following terms and conditions.

a. **Reimbursement Requests.** Recipient may make Reimbursement Requests no more frequently than once monthly during the term of this Agreement. To receive payment for a Reimbursement Request, Recipient must submit to NFWF a written request, substantially in the form attached hereto as Exhibit C, containing at a minimum the following information:

- (i) the total dollar amount of Funds being requested;
- (ii) an itemization by Task and Cost Category of the Work costs for which the Funds are being requested;
- (iii) a narrative description of the Work for which the Funds are being requested; and
- (iv) a certification that:
  - (A) the Work for which the Funds are being requested constitutes part of the Project as set forth in the Project Description;
  - (B) as of the date of the applicable Reimbursement Request, each Task has been proceeding on or under its corresponding Task Budget and, to Recipient’s best knowledge, Recipient expects each Task to be fully completed on or under its corresponding Task Budget, and;
  - (C) as of the date of the applicable Reimbursement Request, the Project has been proceeding on or under the Total Budget and, to Recipient’s best knowledge, Recipient expects the Project to be fully completed on or under the Total Budget.

In the event Recipient is unable to make a certification specified in subsections (a)(iv)(B)-(C) immediately above at the time Recipient desires to submit a Reimbursement Request, Recipient shall, at such time, submit to NFWF a written explanation of the basis for Recipient’s belief that a Task has not been, or will not be, completed within its corresponding Task Budget or that the Project has not been, or will not be, fully completed within the Total Budget. After receipt and review of such written explanation, NFWF will determine in its sole discretion whether to disburse the requested Funds and whether additional conditions to

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disbursement are required be satisfied by Recipient. Such conditions may include, but are not necessarily limited to, Recipient's submission for NFWF approval of an amended Total Budget or a request for variance from a Task Budget.

NFWF will pay to Recipient the amount of Funds properly requested and substantiated in a Reimbursement Request within thirty (30) days of NFWF's receipt of such Reimbursement Request and all necessary supporting documentation.

b. Advance Payment Requests. In exceptional circumstances and based upon demonstration of actual need by Recipient, which need cannot be satisfied by Recipient through other means, NFWF (acting in its sole discretion) may disburse Funds to Recipient to pay for the costs of Work in advance of Recipient's payment or incurring of such costs. In the event Recipient desires to make an Advance Request, Recipient must submit to NFWF a detailed written explanation of the justification for the Advance Request. After review and consideration of any such written explanation, NFWF will notify Recipient in writing of its determination whether a disbursement of Funds will be made for such Advance Request and, if so, the terms and conditions that will apply to such disbursement. In all cases of advance disbursement of Funds, and without limitation of other terms and conditions that NFWF may impose, Recipient will be required to submit to NFWF on a periodic basis (as specified by NFWF) a written reconciliation of Funds received, Work expenses incurred, Funds disbursed to sub-recipients, and any Funds remaining "on hand" with Recipient as of the date of reconciliation.

c. Ongoing Compliance. NFWF reserves the right to refuse to pay all or any part of the Funds requested in a Reimbursement Request or Advance Request if at the time the request is submitted Recipient has failed to comply with any term or condition of this Agreement or has otherwise failed to perform the Work to date in accordance with the Project Description, Total Budget, and Task Budget(s).

d. Final Disbursement after Completion of all Work. Notwithstanding any other provision of this Agreement, NFWF shall withhold payment of the final Reimbursement Request submitted by Recipient until such time as Recipient has completed the Work and submitted to NFWF all deliverables associated with the Work and this Agreement (including but not limited to the Final Reports required pursuant to Section 8 below). Within thirty (30) days after NFWF's receipt and acceptance of all such deliverables, NFWF shall disburse to Recipient the amount of Funds properly requested and duly payable under such final Reimbursement Request.

### 7. Progress Reporting.

a. Monthly Progress Consultations. If requested by NFWF, Recipient shall provide NFWF the opportunity to participate in consultations on a monthly basis during the term of this Agreement to provide NFWF with updates on the progress of the Work and Project. Such consultations (which may be in-person, telephonic, or otherwise) shall be scheduled at mutually acceptable dates and times by Recipient in coordination with NFWF.

b. Quarterly Progress Reports. By January 31, April 30, July 31, and October 31 of each calendar year during the term of this Agreement, Recipient shall prepare and upload to NFWF's electronic grants management system a quarterly progress report containing at least the

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information set forth in this paragraph (b). Each quarterly progress report is required to provide such information for the period comprised of the immediately preceding three months. Each quarterly progress report is required to contain, at a minimum:

- i. An update on the status of the Project's implementation and Work performed during the applicable reporting period, including a general description of implementation progress to date and a statement as to whether the Project is proceeding in accordance with the Project Description (including whether the Project is on-Budget and on-schedule);
- ii. An update on the individual Tasks comprising the Project, including for each Task a summary of (A) the Work performed on such Task during the reporting period; (B) progress made toward Task milestone(s) and/or deliverable(s) as measured against the Task schedule; (C) performance of the Task as against the applicable Task Budget; (D) any existing or anticipated problems with implementation of the Task; any defects, deficiencies, or delays in the Task Work (including but not limited to the disclosure of any factors that are likely to impact the Project schedule or any Task schedule); and any remedial action(s) planned or already taken with respect to any defects, deficiencies, or delays affecting the Task;
- iii. Copies of all Project products and deliverables produced during the applicable reporting period, including but not necessarily limited to any reports, publications, maps, brochures, photos, videos, outreach tools, or press releases;
- iv. Any other information reasonably necessary for NFWF's evaluation of the Project's progress as measured against the Project Description, Budget, and Project schedule.

### 8. **Final Reports.**

When Recipient believes that it has fully and completely performed all the Work, Recipient shall prepare and upload to NFWF's electronic grants management system a comprehensive report on the Work and the corresponding results (the "Final Programmatic Report") and a full accounting of the funds disbursed to it hereunder as compared against the Total Budget (the "Final Financial Report"). (The Final Programmatic Report and Final Financial Report are hereinafter referred to collectively as the "Final Reports.") As appropriate, the Final Programmatic Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including without limitation photographs, video footage, and other electronic representations of the Project and Work. The Final Reports shall be provided by Recipient to NFWF as soon as practicable after Recipient reaches a determination that it has fully and completely performed all the Work, and in any event no later than thirty (30) days prior to the end of the Term of this Agreement as set forth in Section 17.

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9. **Contact Information.**

NFWF Primary: Amanda Green  
National Fish and Wildlife Foundation  
Manager, Impact-Directed Environmental Accounts (IDEA)  
1133 15<sup>th</sup> Street NW, Suite 1100  
Washington, DC 20005  
Telephone: 202-857-0166  
Fax: 202-857-0162  
E-mail: [Amanda.Green@nfwf.org](mailto:Amanda.Green@nfwf.org)

NFWF Alternate: Jay Wright  
National Fish and Wildlife Foundation  
Assistant Director, Impact-Directed Environmental Accounts  
(IDEA)  
1133 15<sup>th</sup> Street NW, Suite 1100  
Washington, DC 20005  
Telephone: 202-857-0166  
Fax: 202-857-0162  
E-mail: [Jay.Wright@nfwf.org](mailto:Jay.Wright@nfwf.org)

Recipient: Paul Thorpe  
Northwest Florida Water Management District  
Chief, Bureau of Environmental and Resource Planning  
81 Water Management Drive  
Havana, FL 32333  
Telephone: 850-539-5999 x 205  
Fax:  
Email: [Paul.Thorpe@nfwwater.com](mailto:Paul.Thorpe@nfwwater.com)

Recipient Alternate: Christina Coger  
Northwest Florida Water Management District  
Program Manager, Resource Planning  
81 Water Management Drive  
Havana, FL 32333  
Telephone: 850-539-5999 x 292  
Fax:  
Email: [Christina.Coger@nfwwater.com](mailto:Christina.Coger@nfwwater.com)

Each Party agrees to notify the other Party promptly in writing of any change in named representative, address, telephone, or other contact information.

10. **Incorporation of the Project Proposal and Total Budget.** The Project Description and Total Budget are hereby expressly incorporated into this Agreement by this reference.

11. **Assignment.** Recipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written consent of NFWF.

12. **Independent Contractor; Subaward of Funds by Recipient.** Recipient shall be an independent contractor with respect to the Project, each part thereof, and the Work, and no contractor, subcontractor, or other recipient of Funds from Recipient (each, a “Sub-recipient”), nor any employee of a Sub-recipient, shall be deemed to be an agent, representative, employee, or servant of NFWF in connection with this Agreement. NFWF shall not have the right to control, nor any actual, potential or other control over, the methods and means by which Recipient or any of its agents, representatives, employees, or Sub-recipients conducts its business operations. Recipient shall not, in the performance of the Work, perform any act or make any representation to any person to the effect that Recipient or any of its agents, representatives, employees, or Sub-recipients is the agent, representative, employee, or servant of NFWF.

If Recipient makes or issues any award or subaward of Funds to any Sub-recipient for purposes of performing the Work, then Recipient will be deemed to have represented and warranted to NFWF at each such time, in connection with each such award or subaward, as follows:

- a. in making such award or subaward of Funds, Recipient has complied with all applicable laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by Recipient;
- b. in making such award or subaward of Funds, Recipient has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- c. each Sub-recipient is qualified to perform the applicable Work and is authorized to do business in the State of Florida;
- d. each Sub-recipient is required under its agreement with Recipient to perform the applicable Work within budgeted costs identified for such Work as provided in the Project Budget;
- e. each Sub-recipient has agreed to conduct its activities related to the Work in compliance with all applicable laws, regulations, rules, orders, and other governmental mandates;
- f. each Sub-recipient has agreed to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by such Sub-recipient related to the Work; and
- g. no Sub-recipient has any conflict of interest with respect to NFWF, Recipient, or the Project.

Recipient shall be responsible for supervising and directing the Work performed by all Sub-recipients and shall be responsible for all Sub-recipient engineering, procurement, construction means, methods, techniques, sequences and procedures, as well as for coordinating all Sub-recipients’ Work. As between Recipient and NFWF, Recipient shall bear sole responsibility for any and all liability caused or incurred by any Sub-recipient in performing Work. NFWF shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship

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with, any Sub-recipient, and the Parties agree and acknowledge that as between NFWF and Recipient all Work shall be deemed to be the responsibility of, and performed by, Recipient.

13. **NFWF Right to Inspect Work; Access.** NFWF and its representatives and consultants shall, upon reasonable prior notice to Recipient, have access to inspect all Work hereunder; provided, however, that any inspection of the Work shall be conducted at a reasonable time and in a manner that does not delay or disrupt the Work. Notwithstanding any review or inspection by NFWF, Recipient shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of NFWF's inspection or review of the Work. Recipient shall provide NFWF and its representatives and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to Recipient's performance of the Work and completion of the Project.

14. **Conflict of Interest.** During the term of this Agreement, Recipient will maintain in effect policies governing conflicts of interest and, with respect to its performance of the Work and Project, will adhere to such policies.

15. **Unexpended Funds.** Any Funds provided by NFWF and held by Recipient and not expended or obligated for Work on or before the Agreement's termination date will be returned by Recipient to NFWF within thirty (30) days after such termination date.

16. **Amendments.** Any amendment to this Agreement must be in writing and must be consented to in writing by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Section 5 and 6 hereof such that the dates are commensurate with the extended term of this Agreement. Neither the Project Description, nor the Total Budget, nor any Task Budget may be amended without the prior written consent of NFWF.

17. **Term, Default and Termination.** The term of this Agreement is from September 1, 2015 to October 30, 2017 (the "Term"), unless sooner terminated in accordance with the terms and conditions set forth in this Section 17.

Failure by Recipient to comply (as determined by NFWF in its reasonable discretion) with any material term of this Agreement, including but not limited to any failure by Recipient to perform the Work in accordance with the Total Budget, Task Budget(s), and schedule set forth in the Project Description, shall be deemed to be a default of this Agreement and shall constitute cause for NFWF to issue a written "Notice of Default" to Recipient. Any such Notice of Default shall describe in reasonable detail the basis for NFWF's determination of default and shall provide Recipient with a period of no less than ninety (90) days in which to cure such default (or, if such default is incapable of being cured within ninety (90) days, to commence a cure of such default). If Recipient has not cured or, as the case may be, commenced a cure of, any default within ninety (90) days of its receipt of a Notice of Default, NFWF may thereafter terminate this Agreement by a further written notice delivered to Recipient.

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Recipient may terminate this Agreement by providing no less than thirty (30) days' prior written notice to NFWF.

In the event of termination of this Agreement prior to Recipient's expenditure or obligation of the maximum amount of Funds available hereunder, Recipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to terminate any further expenditure or obligation of Funds, including but not limited to the following:

- a. Stop work on any portion of the Work that is incomplete, and refrain from undertaking any further Work on the Project.
  - b. Place no further Work orders or enter into any further contracts or subcontracts for materials, work, facilities, or other aspects of the Work.
  - c. Terminate all pending Work orders, contracts, and subcontracts for Work that have not yet commenced.
  - d. Promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Work, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Work orders, contracts, and subcontracts related to the Work.
  - e. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, deliverables, and such other information and material as may have been accumulated by Recipient with respect to the Work, whether completed or in progress.
  - f. Return to NFWF any unobligated or unspent portion of the Funds then held by Recipient.
18. **Additional Support.** By entering into this Agreement, NFWF assumes no obligation to provide further funding or financial support to Recipient beyond the terms stated in this Agreement.
19. **Arbitration and Choice of Law.**
- a. All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and Recipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final.
  - b. This Agreement shall be subject to and interpreted by the laws of the State of Florida, without regard to choice of law principles. By entering into this

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Agreement, Recipient agrees to submit to the jurisdiction of the courts of the State of Florida.

- c. The terms of this Section will survive termination of this Agreement.

20. **Compliance with Laws; Insurance; Indemnification.**

- a. In conducting its activities relating to the Work and performing its obligations under this Agreement, Recipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances; and to secure all appropriate and necessary public or private permits and consents.
- b. Recipient agrees to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by Recipient and associated with this Agreement in any way; will have NFWF named as an additional insured on all such policies; and will provide NFWF with appropriate Certificates of Insurance reflecting such additions within sixty (60) days after this Agreement is fully executed.
- c. Recipient shall indemnify and hold harmless NFWF and its officers, directors, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the Work or Recipient's performance under this Agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- d. The terms of this Section will survive termination of this Agreement.

21. **Publicity.** Recipient agrees to give appropriate credit to the "National Fish and Wildlife Foundation" for its financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding this Agreement or any of the deliverables associated with the Project, the Work, and/or this Agreement. The Recipient hereby grants NFWF the right and authority to publicize NFWF's financial support for the Project and the Work in press releases, publications and other public communications.

22. **Disclaimers.** Payments made to Recipient under this Agreement do not by direct reference or implication convey NFWF's endorsement of the Work or any deliverables provided pursuant to the Agreement. All information submitted for publication or other public releases of information regarding this Agreement, the Project, or the Work shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions, views,



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or policies of the National Fish and Wildlife Foundation. Nothing contained herein constitutes an endorsement in any respect by the National Fish and Wildlife Foundation.”

23. **Website Links.** Recipient agrees to permit NFWF to post a link on any or all of NFWF’s websites to descriptions of the Work, the Project, or this Agreement.
24. **Evaluation.** Recipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project and this Agreement for a period of five (5) years after the date on which the Final Reports are provided.
25. **Access to Records.** NFWF and any of its duly authorized representatives shall have access to any books, documents, papers and records of Recipient that are directly pertinent to this Agreement for purposes of making audits, examinations, excerpts, or transcription during the term of this Agreement and for a period of five (5) years after the date of delivery of the Final Reports under this Agreement. By executing this Agreement and accepting disbursements of Funds hereunder, Recipient agrees, without limiting any other obligation under this Agreement, to produce, maintain, and retain such invoices, purchase orders, bills, time records, evidence of payment, and other documents as are necessary to permit NFWF to verify the proper use and expenditure of the Funds disbursed to Recipient hereunder.
26. **Severability.** Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.
27. **Binding Obligation.** This Agreement has been duly executed by a representative of Recipient with full authority to execute this Agreement and bind Recipient to the terms hereof. After execution by the representative of Recipient named on the signature page hereto, this Agreement will represent the legal, valid, and binding obligation of Recipient, enforceable against Recipient in accordance with its terms.

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**IN WITNESS WHEREOF**, both parties have signed this Agreement, intending to be bound legally.

**Northwest Florida Water Management District**

\_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**National Fish and Wildlife Foundation**

\_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**Exhibit A**  
**Project Description**

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## Restoration Planning for the Florida Panhandle (FL)

### 1. Project Description

The Northwest Florida Water Management District (NFWFMD), in cooperation with public and private stakeholders, will update and modernize watershed plans for each of the major estuarine watersheds of northwest Florida. These efforts will build upon past accomplishments under Florida's Surface Water Improvement and Management (SWIM) program, as well as community-based watershed planning processes underway across the region. The watersheds addressed through this initiative include:

- 1) Perdido River and Bay (including Perdido Bay and Big Lagoon);
- 2) Pensacola Bay System (including Pensacola, Escambia, East, and Blackwater bays and western Santa Rosa Sound);
- 3) Choctawhatchee River and Bay (including eastern Santa Rosa Sound, Choctawhatchee Bay, and coastal dune lakes);
- 4) St. Andrew Bay (including St. Andrew, North, West, East, and St. Joseph bays, and Lake Powell);
- 5) Apalachicola River and Bay (including Apalachicola and East bays, St. Vincent Sound, St. George Sound, and Alligator Harbor);
- 6) Ochlockonee River and Bay; and
- 7) St. Marks River and Apalachee Bay.

These watersheds encompass all of northwest Florida's coastal waters with their contributing basins, including the region's major river systems. Each has existing approved or preliminary watershed plans that were completed under the auspices of Florida's SWIM program ([nwfwater.com/water-resources/swim/](http://nwfwater.com/water-resources/swim/)). Each of the SWIM plans need to be updated to better reflect current conditions and resources, to provide updated and improved project guidance, and to better support a regional response to the effects of the Deepwater Horizon oil spill.

The scope of work includes engagement of technical advisory committees for each watershed with representation from governmental and private stakeholders; focused public outreach and engagement; identification of current conditions; establishment of realistic goals and operational objectives; and project identification, description, and prioritization. The completed plans will support long-term efforts to protect and restore water quality, aquatic ecosystems, and wetland and riparian habitats within and along the northern Gulf of Mexico.

Implementation of the project will be accomplished through four tasks:

**Task 1:** Engage technical advisory committees to further identify and articulate current watershed issues, develop watershed planning goals and objectives, identify and prioritize strategies and projects, and assist in development and review of updated plans.

**Task 2:** Conduct focused public outreach and engagement, to include public workshops within each watershed.

**Task 3:** Develop priority project descriptions to achieve goals and objectives established for each watershed.

**Task 4:** Complete updated plans for the region’s major watersheds to include realistic goals, operational objectives, and priority projects for each watershed.

**2. Project Background**

Northwest Florida’s watersheds drain to the Florida Panhandle’s coast on the northern Gulf of Mexico. Coastal waters in the region include Perdido, Pensacola, Choctawhatchee, St. Andrew, St. Joseph, Apalachicola, Ochlockonee, and Apalachee bays and Santa Rosa Sound (Figure 1). These estuarine systems are among the state’s most productive. They embody a zone of habitat diversity and productivity and include seagrass communities, shellfish beds, and salt marshes, among other habitat types. The region also supports coastal dune lakes, which are unique to northwest Florida, and other endemic habitats and species. These resources and their associated watershed functions provide important public benefits and help define the character of the surrounding communities. Among these benefits are high quality water resources, abundant fish and wildlife, flood attenuation, recreational opportunities, and aesthetic values. These are critical to the health of the Gulf of Mexico and integral to the region’s economy and the quality of life of residents and visitors.

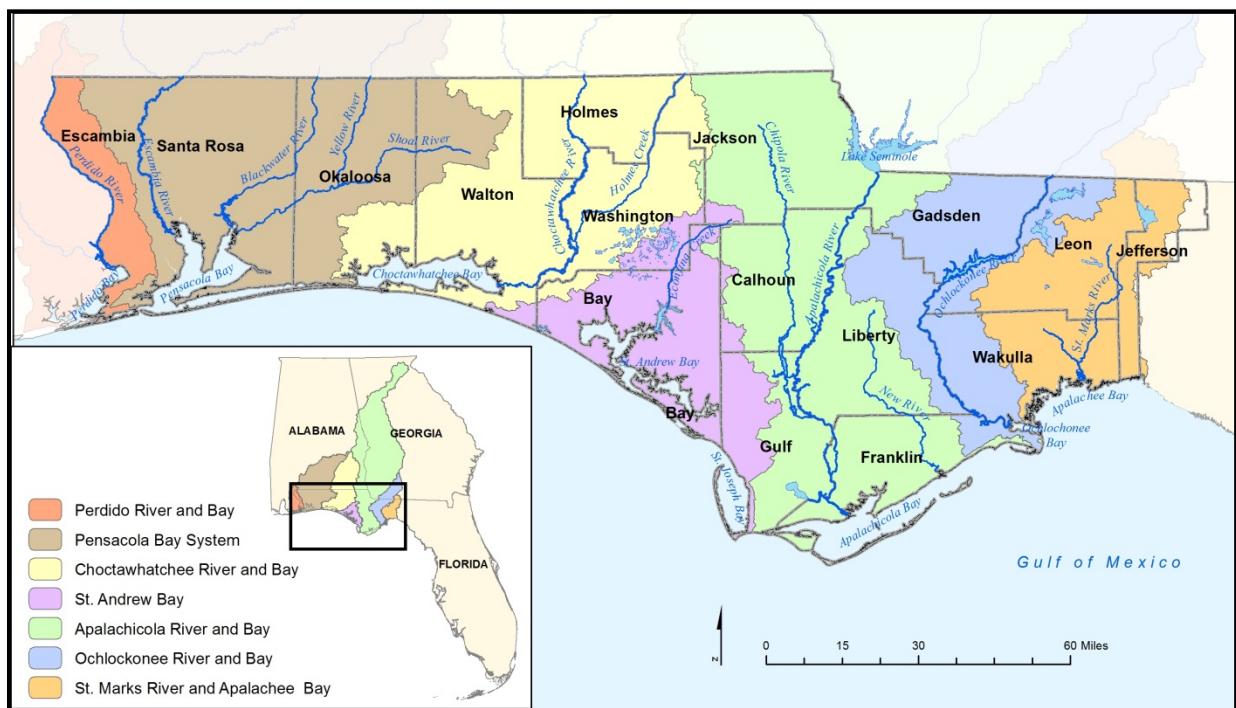


Figure 1. Northwest Florida Watersheds

The character of most of northwest Florida’s estuaries is strongly influenced by riverine inflow. The region has three of Florida’s five largest rivers: the Apalachicola, Choctawhatchee, and Escambia. The largest rivers of northwest Florida drain extensive watershed areas within Alabama and Georgia as well as Florida. They are alluvial, receiving most of their flow from overland runoff and surficial aquifer flow. Several other rivers and streams, including the Wakulla, St. Marks, and Chipola rivers and Holmes and Econfina creeks, are karst streams.

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These receive a major portion of flow from numerous Floridan aquifer springs and tend to have relatively consistent flows. Spring discharges are vital to aquatic habitats and species, and they are valued for public recreation and enjoyment. They also provide important linkages between surface and ground water systems and help define the characteristics of many waterbodies, including riverine tributaries and receiving coastal waters.

The District developed SWIM plans for these watersheds and associated waterbodies beginning in the late 1980s, as follows:

- 1) Deer Point Lake (within the St. Andrew Bay watershed): 1988;
- 2) Lake Jackson (within the Ochlockonee River watershed): 1988, 1990, 1994, 1997;
- 3) Pensacola Bay System: 1988, 1990, 1997;
- 4) Apalachicola River and Bay Watershed: 1992, 1996;
- 5) Choctawhatchee River and Bay Watershed: 1996, 2002;
- 6) St. Marks River and Apalachee Bay Watershed: 1997, 2009;
- 7) St. Andrew Bay Watershed: 2000;
- 8) Perdido River and Bay Watershed: 2011 (draft);
- 9) Ochlockonee River and Bay Watershed: 2012 (draft).

Significant opportunities exist for restoration and enhancement within these watersheds. Historically, the region's watersheds and coastal waters experienced adverse effects from urban stormwater runoff, domestic and industrial wastewater, widespread sedimentation, and habitat loss and alteration. The 2010 Deepwater Horizon oil spill directly impacted the region, which includes all of Florida's eight disproportionately affected counties.

### **3. Scope of Work**

**Task 1 – Engage technical advisory committees** to further identify and articulate current watershed issues, develop watershed planning goals and objectives for each basin, identify and prioritize strategies and projects, and assist in the development and review of updated watershed plans. Participation will be invited and requested from local governments, state and federal resource agencies, public and private watershed and resource initiatives, and other public and private stakeholders. This effort will build upon and continue the intensive community-based watershed planning process initiated in 2013 by The Nature Conservancy in cooperation with state and local governments.

Task deliverables will include meeting notices and summaries, as well as comments and recommendations provided by committee members with respect to watershed issues, strategies, projects, and plans.

**Task 2 – Conduct public outreach**, to include public workshops held locally for each watershed and an internet site that will provide access to watershed details, program information, project contacts, and draft and final planning documents. The workshops and internet site will provide members of the public, as well as local government and resource agency stakeholders, with the opportunity to participate in plan development and project prioritization. Public outreach activities shall be conducted to meet the requirements of section 373.453(3), Florida Statutes, and to ensure that community needs are understood and local knowledge is incorporated. **This is expected to both enhance community support and to ensure effective,**

**outcome-oriented plans** are developed. All public meetings will be appropriately noticed and advertised. Task deliverables will include meeting notices, agendas and other documentation, meeting summaries, and documented public comments.

**Task 3 – Identify and describe priority projects** designed to achieve goals and objectives established for each watershed. Project descriptions will be developed to support implementation by local governments or other cooperators as funding becomes available. Priority projects are expected to include such activities as urban stormwater retrofits; implementation of watershed best management practices; restoration and enhancement of wetland, riparian, and floodplain habitats and functions; public outreach and engagement; and monitoring. Such activities are mutually supportive and complementary; leading to improvement of water quality, aquatic and coastal habitat quality, watershed functions, coastal resiliency, and associated public values and benefits. Project planning is also expected to incorporate results of associated efforts within Florida’s overall Gulf Environmental Benefit Fund Restoration Strategy.

Task deliverables will include descriptions and order of magnitude cost estimates for priority projects designed to achieve the goals and objectives established within the watershed plans. The project descriptions and anticipated costs will be incorporated within the plans developed through Task 4.

**Task 4 – Complete updated watershed plans** for the region’s major watersheds. Each of the NFWFMD watershed plans will be updated and modernized, to include information and priorities developed through associated projects, such as the *Assessment of Submerged Habitat for Restoration*, within Florida’s overall Gulf Environmental Benefit Fund Restoration Strategy. The plans will be developed in a manner consistent with Florida’s SWIM program, to include realistic goals and operational objectives for each watershed. They will be developed in cooperation with and with participation by technical advisory committees and members of the public as described above. Final approval will be accomplished through a public hearing process in accordance with section 373.453, Florida Statutes. Task deliverables will include draft and final watershed plans.

#### Outcomes

Watershed plans will be updated for each of the major watersheds in northwest Florida. In the process, project priorities will be developed to support accomplishment of goals and objectives established for each watershed. This process will also support and complement related initiatives, including Florida’s Total Maximum Daily Load program and potentially the establishment of a National Estuary or related programs. More specifically, this project will provide for:

- Completion of updated watershed management plans for each of the region’s seven major watersheds in accordance with statutory requirements for the SWIM program and supporting the goals and objectives of the Gulf Coast Ecosystem Restoration Council Comprehensive Plan.
- Identification of a current set of realistic goals and operational objectives for each watershed. This will include a program monitoring plan and guidelines for project specific monitoring and success criteria.

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- Identification and description of priority projects designed to achieve the established goals and objectives. Priority project descriptions will be developed so projects can be readily implemented by local governments or other cooperators as funding becomes available. The specific projects to be prioritized will include such activities as urban stormwater retrofits; implementation of watershed best management practices; restoration and enhancement of wetland, riparian, and floodplain habitats and functions; public outreach and engagement; and associated monitoring.

A short-term benefit of this effort includes enhanced coordination of watershed planning across multiple entities and jurisdictions within northwest Florida. This is important given the numerous related but independent planning efforts being conducted at the state and local level, primarily in response to the RESTORE Act. Over the long-term, completion of effective and up-to-date watershed-based restoration plans is expected to result in improved protection and restoration of water quality and associated coastal and estuarine habitats. This initiative is consistent with the purpose of the Gulf Environmental Benefit Fund.

Major uncertainties and risks associated with this initiative primarily center on future implementation funding. Past initiatives have demonstrated the difficulty of predicting long-term implementation of major programs. It is anticipated that completion of updated plans will help address this uncertainty by increasing assurances for federal, state, local, and private funding entities.

Risks associated with long-term management and maintenance of restoration and infrastructure projects are effectively addressed through the approach of engaging local governments for implementation. A defining characteristic of the SWIM program is that implementation is conducted primarily through cooperative projects, prioritized with regional stakeholders. Project implementation, ownership, and long-term maintenance will be accomplished by local governments and other watershed partners. This characteristic helps ensure long-term maintenance and the continuing success of completed projects.

### Key Project Staff

Staff from the Northwest Florida Water Management District will accomplish and coordinate project implementation. By position, these staff include:

- Chief, Environmental and Resource Planning Bureau
- Manager, Resource Planning Program
- Water Resource Planner IV
- OPS Technical Assistant

Additional Resource Management Division staff are anticipated to contribute to the project as needed, with more participation in the second year of the project. Consultant services will also be important toward staffing of this project. In order to achieve the completion of seven watershed plan updates within the timeframe, consultants will provide the additional staffing capacity primarily for plan development and assistance with the Technical Advisory Committee.



#### **4. Schedule**

The goal is to complete this effort within approximately 24 months. A general schedule for planning purposes is as follows:

September-November 2015 – Initial research and data compilation; contractor engagement

December 2015 – Stakeholder notification, establishment of TACs

January 2016 – Updated website in place, supporting plan development

January-February 2016 – Initial TAC meetings

October-December 2016 – Public workshops

February 2017 – Initial draft plans complete, posted online, and available for public review

January-August 2017 – Plan revisions

August 2017 – Public hearing, in accordance with Florida Statutes, for approval of SWIM plans

#### **5. Long-Term Management**

As described, this section is not directly applicable the planning project. However, long-term management and maintenance of the identified priority projects will be addressed within the watershed plans. Such projects, for example, may include habitat restoration and water quality treatment systems, for which long-term maintenance are critical to success.

#### **6. Project Monitoring and Adaptive Management**

As described, this section is not directly applicable to the planning project. However, project staff will continually monitor progress to ensure the project is completed on schedule. Task milestones and deliverables will be established for assigned contractors to ensure timely and accurate implementation.

#### **7. Partnerships**

Through the Technical Advisory Committee and Public Outreach tasks, this planning effort will build upon and strengthen partnerships across agencies and other stakeholders. Among these are municipal and county governments; the Florida departments of Environmental Protection, Agriculture and Consumer Services, and Economic Opportunity; the Florida Fish and Wildlife Conservation Commission; regional planning councils; and the United States Fish and Wildlife Service. Participating regional watershed and resource programs are expected to include the Pensacola Bay Area Resource Council, Choctawhatchee Basin Alliance of Northwest Florida State College, the Friends of St. Andrew Bay, the St. Andrew Bay Resource Management Association, and The Nature Conservancy, among others.

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**Exhibit B**  
**Total Budget**

Restoration Planning for the Florida Panhandle											
Budget by Task											
Task	Subtask Description	Salaries	Fringe	Equipment	Contractual Services	Supplies & Materials	Printing	Travel	Other	Indirect Costs	Task Total Cost
<b>Task 1: Engage Technical Advisory Committees</b>											
1.1	TAC Engagement	\$14,880.00	\$3,120.00	\$0.00	\$42,062.80	\$150.00	\$0.00	\$920.00	\$151.00	\$6,156.00	\$67,439.80
<b>Task 2: Conduct Focused Public Outreach and Engagement</b>											
Task 2.1	Public Outreach	\$16,490.00	\$3,522.50	\$0.00	\$21,031.40	\$100.00	\$0.00	\$920.00	\$2,269.00	\$6,844.28	\$51,177.18
<b>Task 3: Develop Priority Project Descriptions</b>											
3.1	Project Identification, Description, Planning	\$25,594.00	\$5,998.50	\$0.00	\$126,188.40	\$0.00	\$0.00	\$0.00	\$0.00	\$10,804.64	\$168,585.54
<b>Task 4: Complete Updated Watershed Plans</b>											
Task 4.1	Watershed Plan Development	\$43,152.00	\$9,788.00	\$0.00	\$336,502.40	\$250.00	\$0.00	\$0.00	\$0.00	\$18,105.08	\$407,797.48
<b>TOTAL</b>		<b>\$100,116.00</b>	<b>\$22,429.00</b>	<b>\$0.00</b>	<b>\$525,785.00</b>	<b>\$500.00</b>	<b>\$0.00</b>	<b>\$1,840.00</b>	<b>\$2,420.00</b>	<b>\$41,910.00</b>	<b>\$695,000.00</b>

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**Exhibit C**  
**Form of Reimbursement Request**

[Page intentionally left blank. To be attached.]

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  
10 Miles West of Tallahassee  
U.S. Highway 90

Thursday  
August 13, 2015  
1:05 p.m., ET

PART I — CONSENT AGENDA

• WATER USE PERMITS

A. Permit Modification & Renewals

A-1 Applicant: Eglin Air Force Base  
App. No.: 2B-091-3002-3  
Site: Eglin Air Force Base  
Use: Public Supply

Authorization Statement: The District authorizes, as limited by the attached conditions, the withdrawal of 2.20 million gallons per day annual average (105.0 million gallons per month maximum) of groundwater from the Floridan Aquifer for public supply use(s).

Duration Recommended: 20 Years

Staff Recommendation: Approval

Public Comment Received: No

TAP/tp

WATER USE TECHNICAL STAFF REPORT  
19-Jun-2015  
Application No.: 2B-091-3002-3

Owner: Eglin Air Force Base  
96th Civil Engineer Group  
501 DeLeon Street, Suite 100  
Eglin AFB, FL 32542-5133  
850-882-2876

Applicant: Eglin Air Force Base  
96th Civil Engineer Group  
501 DeLeon Street, Suite 100  
Eglin AFB, FL 32542-5133  
850-882-2876

Agent: 96 CEG/EM  
501 DeLeon Street, Suite 101  
Eglin AFB, FL 32542-5133  
850-882-0032

Compliance Contact: Travis Adams  
96th Civil Engineer Group  
501 DeLeon Street, Suite 100  
Eglin AFB, FL 32542-5133  
850-855-2904

Project Name: Eglin Air Force Base  
County: Okaloosa  
Located in WRCA: No  
Located in ARC: No  
Objectors: No

The District authorizes, as limited by the attached conditions, the withdrawal of 2.20 million gallons per day annual average (105.0 million gallons per month maximum) of groundwater from the Floridan Aquifer for public supply use(s).

Recommendation: Approval  
Reviewers: Craig Freeman

## RECOMMENDED PERMIT DURATION AND COMPLIANCE REPORTING:

Staff recommends the permit expiration date be August 1, 2035. The Permittee is required to submit and comply with all information and data pursuant to the conditions set forth in the permit.

## WITHDRAWAL INFORMATION:

Water Use	Permitted	Requested	Recommended
Average Day (GPD)	3,620,000	2,200,000	2,200,000
Maximum Month (GAL)	211,000,000	105,000,000	105,000,000

## DESCRIPTION:

Eglin Air Force Base (EAFB) is in the process of consolidating numerous Individual Water Use Permits (IWUPs) into eight permits delineated by region and use type. The permits issued to date in furtherance of this goal are for the Southwest, Northeast, Southeast regions and the Duke Field/7th Special Forces Group Cantonment, which consolidated a number of individual IWUPs, including a number of unpermitted wells. This application will consolidate IWUPs 3001-4 and 3002-3 for Mainbase Housing public supply into IWUP 3002-3.

EAFB withdraws water from the Floridan Aquifer to meet the potable supply and mission support demands of approximately 7,368 users in the Mainbase Housing region of the base. The requested withdrawal amounts represent a 39% and 50% reduction from the previously permitted average daily and maximum monthly withdrawals, respectively. The reductions in the withdrawal amounts are the result of EAFB's continuing conservation efforts to reduce and eliminate use of the Floridan Aquifer for non-potable applications.

Staff analyzed impacts to the Floridan aquifer from the withdrawal of recommended amounts using the program DRAWDOWN. The simulated drawdowns in the Floridan Aquifer were less than a foot at distances of one-half mile and one mile, respectively, from the center of pumpage. No harm to water resources or existing legal uses is anticipated to occur from the proposed withdrawals.

## PERMIT APPLICATION REVIEW:

Section 373.223, Florida Statutes (F.S.), and section 40A-2.301, Florida Administrative Code (F.A.C.), require an applicant to establish that the proposed use of water:

- (a) Is a reasonable-beneficial use;
- (b) Will not interfere with any presently existing legal use of water; and,
- (c) Is consistent with the public interest.

In addition, the above requirements are detailed further in the District's Water Use Permit Applicant's Handbook. District staff have reviewed the water use permit application pursuant to the above-described requirements and have determined that the application meets the conditions for issuance of this permit. Highlights of the staff review are provided below.

**RECOMMENDATION:**

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 harm the water resources of the area or interfere with existing legal users. This determination has been made according to provisions of Chapter 373, F.S., and Chapter 40A-2, F.A.C.

Staff recommends that the applicant be granted an Individual Water Use Permit for an annual average daily withdrawal of 2.20 million gallons; a maximum monthly withdrawal of 105.0 million gallons. Staff also recommends that the expiration date of the permit remain August 1, 2035, and that the permit be conditioned as per the "Conditions for Issuance" included in Exhibit A of the permit document.

**WELL INFORMATION:**

**Site Name:** Housing

Wells Detail								
District ID	Station Name	Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)	Capacity (GPM)	Source Name	Status	Use Type
16613	HO-07	10	424	627	300	Floridan Aquifer (Undiff)	Active	Public Supply
16614	HO-08	10	425	603	300	Floridan Aquifer (Undiff)	Active	Public Supply
16615	HO-09	18	450	695	800	Floridan Aquifer (Undiff)	Active	Public Supply
16616	HO-10	12	400	896	500	Floridan Aquifer (Undiff)	Active	Public Supply
16617	HO-11	16	441	750	800	Floridan Aquifer (Undiff)	Active	Public Supply
16618	HO-12	16	444	606	400	Floridan Aquifer (Undiff)	Active	Public Supply
16619	HO-13	16	443	629	300	Floridan Aquifer (Undiff)	Active	Public Supply
16620	HO-14	8	444	635	300	Floridan Aquifer (Undiff)	Active	Public Supply
16621	HO-15	10	482	736	525	Floridan Aquifer (Undiff)	Active	Public Supply
16875	HO-16 NEW	12	460	740	1,000	Floridan Aquifer (Undiff)	Active	Public Supply
19165	HO-111	6	435	540	70	Floridan Aquifer (Undiff)	Active	Public Supply
19166	WR-4000	4	Unknown	Unknown	50	Unknown	Inactive	None

**Site Name: Main Base**

Wells Detail								
District ID	Station Name	Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)	Capacity (GPM)	Source Name	Status	Use Type
11520	MB-62	4	300	520	15	Floridan Aquifer (Undiff)	Active	Public Supply
12352	MB-1	10	374	575	300	Floridan Aquifer (Undiff)	Active	Public Supply
12353	MB-2A	16	396	765	1,000	Floridan Aquifer (Undiff)	Active	Public Supply
12354	MB-3	12	364	652	700	Floridan Aquifer (Undiff)	Active	Public Supply
12355	MB-4	12	357	557	1,000	Floridan Aquifer (Undiff)	Active	Public Supply
12356	MB-5	16	360	642	950	Floridan Aquifer (Undiff)	Active	Public Supply
12357	MB-6	12	365	590	400	Floridan Aquifer (Undiff)	Active	Public Supply
12362	MB-61	8	404	702	150	Floridan Aquifer (Undiff)	Active	Public Supply
12497	MB-65	6	413	582	350	Floridan Aquifer (Undiff)	Active	Public Supply
19163	MB-68	4	300	430	5	Floridan Aquifer (Undiff)	Inactive	Public Supply
19164	MB-62	4	430	520	10	Floridan Aquifer (Undiff)	Inactive	Public Supply



MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: July 24, 2015

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There are no matters currently pending in court in which the District is a party.