

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Administration, Budget and Finance Committee

THROUGH: Brett J. Cyphers, Executive Director  
Guy Gowens, Assistant Executive Director

FROM: Wendy Dugan, Director, Division of Administration

DATE: June 1, 2015

SUBJECT: Consideration of Request for Authorization to Declare and Dispose of  
Surplus Property: Econfina Field Office – Forestry Operations Unit  
Modular Building

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**Recommendation**

Staff recommends that the Governing Board approve to declare the property item as surplus, authorize staff to dispose of the modular building for sale to the highest bidder, and remove the item from the District's property records. If there is no successful bidder, the District will attempt to dispose of by donation followed by the most efficient and cost-effective means as determined by the Executive Director.

**Background**

As District inventory wears out, breaks, becomes obsolete or has no further value to the District, staff determines whether it is fiscally prudent to spend funds to place the items back in service or dispose of them. The modular building listed in the table below is located at the Econfina Field Office complex. It is almost 20 years old; has several roof leaks around the eaves; rotten door jams and is generally in need of repair and will no longer be of use to the District, upon completion of the Econfina Field Office addition. The renovated space is scheduled to be ready for occupancy before the end of this fiscal year. The modular building houses two Lands Division employees and one Resource Management Division employee. Once they relocate to the renovated office space, the modular building will be rendered obsolete serving no useful function to the District.

The 722 square foot modular building was purchased in 1996 for \$19,051. By 1997, the building was made operational (electrical, septic, ramp, etc.) for a total cost of \$35,518. Today's market value of the building is unknown.

<b>Department</b>	<b>Description</b>	<b>Tag ID</b>	<b>Condition</b>	<b>Today's Value</b>	<b>Disposal Method</b>
Lands	Modular Building	2997	Fair	Best Offer	For sale, Invitation to Bid

Approved : \_\_\_\_\_ Date \_\_\_\_\_  
Brett J. Cyphers

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Administration, Budget and Finance Committee

THROUGH: Brett J. Cyphers, Executive Director  
Guy Gowens, Assistant Executive Director

FROM: Wendy Dugan, Director  
Division of Administration

DATE: June 1, 2015

SUBJECT: Consideration of Resolution No. 800 Amending the Fiscal Year  
2014-2015 Budget - Amendment No. 9 - Realignment of Budget

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**Recommendation**

Staff recommends that the Governing Board approve Resolution No. 800 amending the Fiscal Year 2014-2015 Budget and allow staff to realign revenues and reserves to maintain the proper balance in each fund.

**Background**

Amendment No. 9 to the Fiscal Year (FY) 2014-2015 Budget realigns expenditure budget within and across programs, funds, projects, and categories. This amendment does not increase or decrease the total District budget.

A review of year-to-date and projected expenditures indicates this action is required to properly reflect budgetary needs with associated costs for the remainder of this fiscal year. Budget realignments include:

- \$114,510 to align Salaries and Benefits budget across programs, funds, and projects.
  - \$5,683 for Apalachicola-Chattahoochee-Flint River (ACF) basin technical assistance provided by Divisions of Lands Management and Regulatory Services staff to the Division of Resource Management to reflect Divisions' staff time spent on ACF activities.
  - \$3,827 for Florida Department of Transportation mitigation efforts provided by Division of Lands Management Other Personal Services (temporary) staff.

- \$83,000 for Information Technology (IT) to accurately reflect where IT employees are charging their time.
- \$22,000 for the Office of Executive Director and Human Resources to align budget with actual expenditures.
- \$69,000 for the District to provide engineering, planning, and shoreline protection services to the Devil’s Hole and Cotton Landing streambank renovation efforts. Unspent budget is transferred from the almost completed Williford Spring restoration project to these two streambank projects.
- \$53,000 to complete the Econfina Field Office addition. Expenses include installing a concrete floor under an existing pole barn, septic tank work, furniture and equipment, and additional budget for unanticipated needs. Budget is transferred from the headquarter’s renovation budget to the Econfina renovation budget.
- \$31,094 for the Division of Resource Management to realign contractual services budget between Federal Emergency Management Agency projects (\$25,800) and general operations budget between Operating Expense and Other Capital Outlay categories (\$5,294).
- \$18,600 for headquarter renovation and facilities maintenance activities to reflect actual expenditures across Operating Capital Outlay, Fixed Capital Outlay, Contracted Services, and Operating Expenses.
- \$10,000 for road repair to maintain access to a mobility-impaired hunting area in the Econfina Creek Wildlife Management Area in Bay County. Budget is transferred within the water supply development grants activity from the General Fund to Capital Projects Fund.
- \$6,000 for legal counsel services within Program 6, District Management and Administration.

Summary of Fund Impacts:

<u>Fund Source</u>	<u>Increase</u>	<u>Decrease</u>	<u>Impact</u>
General Fund	106,600	(169,600)	(63,000)
Projects Fund	43,683	(29,160)	14,523
Mitigation Fund	19,921	(5,060)	14,861
Lands Management Fund	0	(3,827)	(3,827)
Capital Projects Fund	132,000	(69,000)	63,000
Regulation Fund	0	(25,557)	(25,557)
	<u>292,204</u>	<u>(292,204)</u>	<u>0</u>



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. 800

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AMENDING THE FISCAL YEAR 2014-2015 BUDGET

**WHEREAS**, chapters 200 and 373, Florida Statutes, require the Governing Board of the Northwest Florida Water Management District (District) to adopt a final budget for each fiscal year; and

**WHEREAS**, by Resolution No. 791, after a public hearing on September 25, 2014, the Governing Board of the District adopted a final budget for the District covering its proposed operations and other requirements for the ensuing fiscal year, beginning October 1, 2014 through September 30, 2015; and

**WHEREAS**, in accordance with section 189.016(7), Florida Statutes, the District will post the adopted amendment on its official website within five days after its adoption; and

**WHEREAS**, a budget amendment involves an action that transfers, increases, or decreases to total appropriated Fund amounts in the Budget; and

**WHEREAS**, pursuant to section 120.525, Florida Statutes, the District has provided notice of its intention to amend the Budget in the published notification of the Governing Board meeting at which the amendment will be considered; and

**NOW THEREFORE**, be it resolved by the Governing Board of the District, that:  
The Budget is hereby amended as summarized in the memorandum dated June 1, 2015, requesting Amendment No. 9 to the Fiscal Year 2014-2015 budget. Amendment No. 9 reallocates budget authority across programs, funds, projects, and budget categories to properly reflect activities performed and accurately assign actual costs with no increase to the total District budget.

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

**PASSED AND ADOPTED** this 11<sup>th</sup> day of June, 2015, A.D.

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

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George Roberts, Chair

**ATTEST:**

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John W. Alter, Secretary-Treasurer

**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: May 22, 2015

SUBJECT: Consideration of Approval of the Appraisals for the 2.6-Acre Surplus  
Tract; Econfina Creek WMA

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**Recommendation:**

Staff recommends approval of the appraisal prepared by Carlton Appraisal Company and the review appraisal prepared by Carroll Appraisal Company for the 2.6-acre surplus tract in Bay County, Florida.

**Background:**

Prior to consideration of the Contract for Sale and Purchase, staff is requesting approval of the appraisal as well as the review appraisal on the 2.6-acre surplus tract in Bay County. The appraisal of this tract was prepared by Carlton Appraisal Company, and the review appraisal was prepared by Carroll Appraisal Company. Copies of the appraisals will be available at the Governing Board meeting if any member of the Board would like to review them.

/cb

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Lands Committee

THROUGH: Brett Cyphers, Executive Director  
Guy Gowens, Assistant Executive Director

FROM: William O. Cleckley, Director,  
Division of Land Management and Acquisition

DATE: May 27, 2015

SUBJECT: Consideration of Amendment No. 2 to Agreement No. 11-054 for Williford Spring Sign Design, Construction and Installation Services; Econfina Creek WMA

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**Recommendation**

Staff recommends approval of Amendment No. 2 to Agreement No. 11-054 for Williford Spring sign design, construction and installation services, subject to legal counsel approval of the amendment and the District's proposed FY 15-16 budget. In addition, staff recommends approval of SignPro of North Florida, Inc. Phase II sign design fee of \$28,664 to conduct sign design services and recommends that the Executive Director be authorized to approve future task orders for sign construction and installation services not to exceed \$71,336.

**Background**

On July 13, 2011, staff sent out a Request for Proposals (RFP) 11-002 for resource protection, public safety, recreation and interpretative sign design, construction and installation services for the Econfina Springs Complex – Spring Restoration and Protection Project; Phase I – Pitt/Sylvan Springs and Phase II – Williford Spring. Subsequently, the District entered into Agreement No. 11-054 with SignPro of North Florida, Inc. (SignPro) to design, construct and install resource protection, public safety, public recreation and interpretative signs at Pitt and Sylvan Springs (Phase I). Per the RFP and satisfactory completion of Phase I services, SignPro is also eligible to provide sign design, construction and installation services for Phase II – Williford Spring so both locations would portray a consistent resource protection, public safety, recreation and interpretative message to the public.

To facilitate the above, on April 11, 2013, the District executed Amendment No. 1 to Agreement No. 11-054 which amended the agreement's termination date by three years or from April 15, 2013, to April 15, 2016, in anticipation of approval of Williford Spring construction.



On May 15<sup>th</sup>, SignPro submitted an estimated fee of \$29,248 for Phase II sign design services (Task No. 1). Subsequently, on May 27<sup>th</sup>, staff negotiated a final Phase II sign design fee of \$28,664 (two percent reduction). For reference, SignPro’s design fee for Phase I – Pitt and Sylvan Springs was \$26,000.

Utilizing the same sign design, construction and installation process as initiated under Phase I, staff will issue a series of three separate and negotiated task orders to accomplish sign design, construction and installation services. As referenced above, Task Order No. 1 will be for sign design services. Task Order No. 2 will be for sign construction services and Task Order No. 3 will be for sign installation services.

Based on SignPro’s sign design fee of \$28,664 for Phase II – Williford Spring, staff recommends that the District approve Amendment No. 2 to Agreement No. 11-054 with Sign Pro of North Florida, Inc. SignPro will prepare “draft” sign designs and content language for Phase II signs for evaluation by staff. In addition, the District will require a site map of each sign location, an inventory of all required signs and the number of various sign types required.

After sign designs, content language, location maps and sign inventories are approved (task order deliverables), SignPro will be tasked to construct signs (Task Order No. 2). Once constructed, SignPro will be tasked with sign installation (Task Order No. 3). Staff believes that the estimated cost for all Phase II sign design, construction and installation services will not exceed \$100,000. For reference, the total cost of all sign design, construction and installation services for Phase I – Pitt and Sylvan Springs were as follows:

Sign Design -	\$26,000.00
Sign Construction -	\$41,214.37
Sign Installation -	<u>\$21,785.63</u>
<b>Total:</b>	<b>\$89,000.00</b>

Staff has budgeted adequate contractual funds for sign design services (Task Order No. 1) in the District’s current year budget. Based on the schedule of deliverables, sign construction and installation task orders will be initiated in FY 15-16, subject to approval of the District’s proposed FY 15-16 budget.

If desired, a copy of Amendment No. 2 to Agreement No. 11-054 will be available for review at the June Governing Board meeting

/woc

**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: Tyler Macmillan, Chief, Bureau of Land Management Operations

DATE: May 22, 2015

SUBJECT: Consideration of Escambia River Deadhead Log Retrieval Agreement; Escambia River WMA

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**Recommendation**

Staff recommends approval of the Escambia River Deadhead Log Retrieval Agreement with Milligan Ford Unlimited, subject to final administrative and legal review. Staff also recommends that the Executive Director be authorized to sign the Department of Environmental Protection (DEP) "Landing Authorization" form subject to receipt of the required payment and performance bond and verification that DEP is prepared to issue the required permit and sovereign submerged lands authorization.

**Background**

District staff recently received a request from Milligan Ford Unlimited requesting permission to land deadhead logs on District property at Keyser Landing on the Escambia River Water Management Area (WMA) in Santa Rosa County (see attached map). Deadhead logging involves the removal of sunken cut timber from sovereign submerged lands (Escambia River, in this case). These sunken logs are usually located by divers, winched from the river bottom and transported by boat to the landing site. After removal, they are milled for use in the specialty wood market, and the resulting lumber products are quite valuable.

Milligan Ford Unlimited is currently seeking a permit for deadhead logging from the Florida Department of Environmental Protection (DEP). One requirement for permit issuance is that the applicant provide proof that they have obtained permission from a landowner to utilize a specific log landing location. Keyser Landing is a District-owned recreation site that is situated within the area of Milligan's permit and staff feels that this activity can be conducted in a manner that does not result in damage to District-owned facilities and lands. Any conflict with public access and

recreational use is expected to be minimal and the proposed agreement would limit the activities to weekdays only in an effort to further facilitate public use of this landing on weekends and holidays. Keyser Landing is a remote location that does not typically have heavy boat launching traffic.

The proposed agreement would last no longer than the DEP permits, a maximum of five years. The District does, however, have the right to terminate this agreement if the logger fails to fulfill his obligations or violates any part of the agreement.

The proposed agreement between the District and Milligan Ford Unlimited is attached for your consideration.

/tm

# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## MILLIGAN FORD UNLIMITED ESCAMBIA RIVER DEADHEAD LOG RETRIEVAL AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Northwest Florida Water Management District (hereinafter called the "DISTRICT"), and **Milligan Ford Unlimited** (hereinafter called the "DEADHEAD LOGGER"). The DISTRICT and the DEADHEAD LOGGER agree as set forth below:

### **Preamble**

For and in consideration of the promises and agreements hereinafter contained, DISTRICT agrees to permit DEADHEAD LOGGER to utilize a specifically identified public boat launch or launches located on DISTRICT lands, to extract, load and remove deadhead logs from the Escambia River as set forth in a Consolidated Wetland Resource Permit and Sovereign Submerged Lands Authorization issued by the Florida Department of Environmental Protection, and the DEADHEAD LOGGER agrees to utilize the specifically identified public boat launch to extract, load and remove such deadhead logs as specified in this Agreement, subject to the Agreement provisions contain herein.

### **ARTICLE 1**

#### Contract Documents

The contract documents which make up this Agreement consists of this Agreement document, Exhibit maps, technical specifications, all addenda issued prior to the execution of this Agreement, and all modifications issued subsequent thereto. These documents are part of this Agreement as if attached to this Agreement, whether or not they are actually attached.

### **ARTICLE 2**

#### Description of Work

- A. This project shall be known as the **MILLIGAN FORD UNLIMITED ESCAMBIA RIVER DEADHEAD LOG RETRIEVAL AGREEMENT**.
- B. Deadhead logging operations/activities allowed under this agreement are located at the following public boat launch location(s) on the Escambia River Water Management Area.

<b>Landing #</b>	<b>Landing Name</b>	<b>County</b>	<b>Section/Township /Range</b>	<b>Latitude/Longitude</b>
1	Keyser	Santa Rosa	32/T3N/R30W	87°17.428'W 30°45.588'N

- C. The location(s) of the public boat launch area(s), and any subdivisions thereof, are as shown on the attached public boat launch area map(s) as Exhibit Map I which is made a part hereof.

### **ARTICLE 3**

#### **Insurance**

The DEADHEAD LOGGER shall be insured as follows: General Liability, with limits not less than \$1,000,000 per person; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit not less than \$1,000,000; Workers Compensation and Employers' Liability, with limits not less than: Bodily Injury by Accident \$1,000,000 each accident; Bodily Injury by Disease \$1,000,000 policy limit; Bodily Injury by Disease \$1,000,000 each employee. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning operations, and all such insurance policies shall provide for 10 days' notice to the District of cancellation or any material change in the terms of the insurance policies.

### **ARTICLE 4**

#### **Terms of Agreement**

The terms of this Agreement and the terms for which the parties hereto are bound shall coincide with the issuance and expiration dates of DEP Consolidated Wetland Resource Permit and Sovereign Submerged Lands Authorization (deadhead logging permit), whichever is longer, for the period specified in the permit. No extensions of time will be considered.

### **ARTICLE 5**

#### **Technical Specifications**

- A. DEADHEAD LOGGER hereby agrees to utilize Keyser Landing listed above to extract, load and remove deadhead logs from the Escambia River, as specified in this Agreement and in accordance with the required DEP Consolidated Wetland Resource Permit and Sovereign Submerged Lands Authorization (deadhead logging permit).
- Keyser Landing, (Santa Rosa County) including the boat launch and parking area. Access is by Keyser Landing Road which is not owned by District or maintained by the District (maintained by the county). Ingress, egress and regress to District property is not guaranteed nor insured. The DEADHEAD LOGGER is responsible for obtaining any additional permission that may be required by Santa Rosa County needed to access this boat launch facility.
- B. The DEADHEAD LOGGER hereby agrees to have a conference with the DISTRICT Project Manager, or his representative, before deadhead log removal operations begin. This meeting will be held to discuss plans related to specific deadhead log extraction, loading, roads to be used for hauling, etc.

The DEADHEAD LOGGER shall exercise care to prevent damage or destruction to the boat launch location(s). Deadhead log transport trucks, log loaders and any other heavy equipment used to extract, load and transport deadhead logs that may damage or destroy the concrete boat launch and related structures shall be prohibited.

The DEADHEAD LOGGER shall exercise care to prevent and minimize damage to any and all residual vegetation, shrubs, trees, saplings, and seedlings on DISTRICT lands. No vegetation may be removed, cut or altered without prior consent from the DISTRICT Project Manager or his representative.

The DEADHEAD LOGGER shall exercise care to prevent erosion in and around boat launch facilities. At a minimum, appropriate erosion control measures, i.e. silt screens and hay bales must be utilized to prevent sediments from entering adjacent waterbodies associated with the boat launch facilities.

The DEADHEAD LOGGER shall exercise due care to avoid starting and spreading fires during the extraction, loading and hauling operations by DEADHEAD LOGGER and/or his employees. DEADHEAD LOGGER shall be held liable for all damages caused by such fires.

All utility lines, ditches, culverts and fences located within or adjacent to DISTRICT boat launch facilities used for deadhead log extraction, loading and transport shall be protected from damage or destruction by DEADHEAD LOGGER'S operations; and if damaged, shall be repaired immediately by and at the expense of DEADHEAD LOGGER.

Loading of deadhead log trucks must not restrict, impede or constrain the ability of the general public to access and utilize DISTRICT boat launch facilities for recreational purposes. **No deadhead log extraction, loading or transport is permitted on weekends or holiday periods.**

Any road, trail, or firebreak used by DEADHEAD LOGGER in connection with this deadhead log extraction, loading and transport operation that is damaged beyond ordinary wear and tear, by DEADHEAD LOGGER'S and/or his employees' use, shall be repaired promptly by DEADHEAD LOGGER at his/her expense to its original condition. DISTRICT retains the right to close down deadhead log extraction, loading and transport operations in inclement weather if damage to roads, the boat launch facilities or to the loading area is deemed by the Project Manager or his representative to be too severe.

All deadhead logging operations within the designated extraction, loading and transport areas may be suspended by the Project Manager or his representative after written notice has been served on DEADHEAD LOGGER if the conditions and requirements contained in this Agreement are disregarded. Failure to comply with any of said conditions and requirements shall be sufficient cause for termination of this Agreement and the cancellation of all agreements for other uses of DISTRICT lands.

## **ARTICLE 6**

### Subcontracts

The DEADHEAD LOGGER shall not subcontract, assign, or transfer any work under this Agreement without the written consent of the DISTRICT. Any subcontractors that may be employed by the DEADHEAD LOGGER and approved by the DISTRICT to perform deadhead log extraction, loading and transport operations must also adhere to all provisions of this Agreement.

### ARTICLE 7

#### Other Rights and Responsibilities

- A. The right of ingress, egress, and regress is hereby granted to DEADHEAD LOGGER for the duration of this Agreement. The DISTRICT reserves the right to regulate or prohibit ingress and egress. The DISTRICT does not guarantee the right of ingress, egress and regress to the Keyser Landing facility across property controlled by other agencies, entities, or persons. The DEADHEAD LOGGER must obtain any other permission necessary to access and use this boat launch facility.
- B. The DEADHEAD LOGGER shall be responsible for seeing that the deadhead log extraction, loading and transport areas shall be free from any litter, such as oil cans, drums, paper, and other refuse. It will be the responsibility of said DEADHEAD LOGGER to see that the areas are cleaned up upon completion of all deadhead logging operations.
- C. The DEADHEAD LOGGER, in the exercise of the rights herein granted, shall not in any way interfere with the use by DISTRICT of said land or with the use by other lessees, licensees, contractors or agents of DISTRICT of any portion of said land under rights heretofore or hereafter granted to them by DISTRICT. This Agreement is subject to any such rights and to such easements as may exist over, upon or across the lands described herein.

### ARTICLE 8

#### Termination of Agreement

- A. The DISTRICT or its designated representatives will decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement. The DISTRICT'S decision upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties hereto. This section does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.
- B. If the DEADHEAD LOGGER shall fail to fulfill its obligations in a timely and proper manner its obligations under this Agreement, or if the DEADHEAD LOGGER shall violate any of the covenants, agreements, or stipulations of this Agreement, the DISTRICT shall have the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the DEADHEAD LOGGER of such termination and specifying the effective

date thereof. The DEADHEAD LOGGER shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT because of any breach of the license. Provided, however, that DISTRICT may terminate this Agreement at any time, without cause. Upon termination, the DEADHEAD LOGGER shall immediately cease using the Keyser Landing Boat Ramp for any deadhead logging operations or activities.

## **ARTICLE 9**

### **Indemnification**

The DEADHEAD LOGGER agrees to assume full responsibility and be liable for all damages to persons or property incurred in or resulting from the extraction, loading and transport of deadhead logs; and DEADHEAD LOGGER agrees further, by acceptance of the award of this Agreement, to release, acquit, indemnify, save and hold harmless the DISTRICT, their officers, agents, and representatives from any and all claims, loss, damage, injury and liability, whether for personal injury or otherwise, resulting from, arising out of, or in any way connected with the work to be performed under this Agreement.

## **ARTICLE 10**

### **Payment**

- A. The DEADHEAD LOGGER agrees to extract, load and transport deadhead logs in strict accordance with all conditions and requirements contained herein.
- B. The DEADHEAD LOGGER agrees to furnish the DISTRICT a license fee in the amount of \$500, receipt of which is hereby acknowledged.
- C. The DISTRICT may cancel this license for refusal by the DEADHEAD LOGGER to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes.

## **ARTICLE 11**

### **Penalties**

- A. In the event any trees greater than or equal to 5.0'' @ Diameter at Breast Height (DBH) are damaged or destroyed or otherwise injured by DEADHEAD LOGGER'S operations at the designated boat launch locations, then a minimum \$50 penalty or replacement value assessment shall be imposed by the DISTRICT on the DEADHEAD LOGGER, provided such payment shall not release DEADHEAD LOGGER from liability for any damage accruing to the DISTRICT, other than for value of said trees. The \$50 penalty or replacement value assessment shall be based on the replacement value for local comparable tree nursery sales, as determined by the DISTRICT. The Project Manager or his representative will be the sole authority in determining the extent of trees qualifying as damaged or destroyed or otherwise injured by DEADHEAD LOGGER.



- B. The Project Manager or his representative may, at their discretion, waive accidental damage to any tree greater than or equal to 5.0” @ DBH.
- C. All telephone lines, ditches, fences, trails, firelines, culverts, and other improvements shall be protected from damage by the DEADHEAD LOGGER'S activities. The determination of damage shall be made in the sole discretion of the DISTRICT, and the cost of any repair of such damage shall be at the discretion of the DISTRICT.
- D. The DEADHEAD LOGGER shall notify DISTRICT at least two (2) working days prior to the completion of all deadhead log extraction, loading and transport operations on each designated boat launch location so that a compliance inspection can be made.

## **ARTICLE 12**

### **Inspection and Use**

The DEADHEAD LOGGER certifies that, in signing this Agreement, he or she has diligently inspected the public boat launch extraction, loading and transport locations and facilities which are subject to this Agreement and has informed and satisfied his or herself as to their current and typical condition to which the DISTRICT makes no representation.

## **ARTICLE 13**

### **Environmental Laws and Regulations**

In addition to the requirements of the Consolidated Wetland Resource Permit and Sovereign Submerged Lands Authorization issued by DEP, the DEADHEAD LOGGER must adhere to and comply with all Federal, State, and local environmental laws and regulations required for deadhead logging operations.

## **ARTICLE 14**

### **Discriminatory Vendor List**

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.

## **ARTICLE 15**

### Public Entity Crime

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 on contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## **ARTICLE 16**

### Amendments

This Agreement and the documents referenced herein embody the entire agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. Amendments to this Agreement must be made in writing and executed by both parties.

## **ARTICLE 17**

### Performance Bond

The DEADHEAD LOGGER must submit a performance bond (or surety bond) in the amount of \$2,500 for the Landing Authorization for Deadhead Logging. A cashier's check or money order will also suffice. The bond will be returned to the DEADHEAD LOGGER upon completion of all deadhead logging activities and inspection/confirmation by District staff that Keyser Landing is in satisfactory condition.

## **ARTICLE 18**

### Venue

Any action to enforce the terms, conditions and obligations of this Agreement shall be governed by the law of the State of Florida and venue for such action shall be held in Leon County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

**MILLIGAN FORD UNLIMITED**

**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Brett Cyphers  
Executive Director

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

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

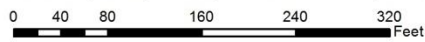
Date: \_\_\_\_\_

# Exhibit Map 1



Keyser Landing  
Boat Ramp

Keyser Landing  
Agreement to Provide Authorization for Deadhead Logging  
Escambia River Water Management Area  
Section 32, T3N, R30W, Santa Rosa Co., Florida



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Lands Committee

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

FROM: David C. Clayton, Environmental Scientist III, Resource Management Division

DATE: May 20, 2015

SUBJECT: Consideration of ITB 15B-011; Shrub Reduction Services

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**Recommendation**

Staff recommends that the Lands Committee approve the bids for ITB 15B-011, Shrub Reduction Services and authorize the Executive Director to contract for shrub reduction services.

**Background**

On May 18, 2015, the District issued Invitation to Bid (ITB) No. 15B-011 for “Shrub Reduction Services” and posted it on the State Vendor Bid System and the District’s web site. Notices were sent to a number of companies that have previously expressed an interest in District shrub reduction projects.

The services involve reducing nuisance wetland shrubs to ground level utilizing low ground pressure equipment with a rotating cutter head. This equipment must have the ability to reduce tall shrubs to a rough mulch and be capable of working in thick wetland vegetation while leaving the wetlands soils undisturbed. Shrub reduction services are needed for several NFWMD wetland mitigation sites managed to provide compensation for Florida Department of Transportation (FDOT) wetland impacts. The shrub reduction services may also be used to develop fire lines in thick wetland vegetation on other District lands. The District anticipates contracting wetland shrub mulching services on approximately 100 to 300 acres (overall average) per year for the next three years.

Shrub reduction is the first step in restoring hydric pine savannah communities that have been converted to shrub swamps in the absence of fire. It is also a significant component of the restoration of hydric pine flatwood communities. Shrub reduction has been included in a number of approved restoration plans and associated permits. Such services have proven very effective in the restoration of over 400 acres of wetland habitats.

On June 5, 2015, at 2:00 p.m. EDT, the District will conduct the bid opening for Shrub Reduction Services, ITB 15B-011. The results of the bid opening will be provided in a supplement for consideration by the Lands Committee at the June 11, 2015, meeting.

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

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

**Thursday  
May 14, 2015**

Governing Board Members Present

George Roberts, Chair  
Gus Andrews  
Jon Costello  
Marc Dunbar  
Nick Patronis  
Bo Spring

Governing Board Members Absent

Jerry Pate, Vice Chair  
John W. Alter, Secretary-Treasurer

1. Call to Order and Roll Call

Chair Roberts called the meeting to order at 1:01 p.m. ET. Mr. Cyphers called the roll and a quorum was declared present.

2. Invocation

Chair Roberts offered the invocation.

3. Pledge of Allegiance to the Flag

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

4. Additions, Deletions or Changes to the Agenda

MOTIONED BY MR. DUNBAR, SECONDED BY MR. COSTELLO, TO REAFFIRM THE SELECTION OF MR. BRETT CYPHERS AS THE EXECUTIVE DIRECTOR UPON THE SAME TERMS AS PREVIOUSLY VOTED AND APPROVED BY THIS GOVERNING BOARD. MOTION CARRIED.

5. Approval of the Minutes for April 9, 2015

MOTIONED BY MR. DUNBAR, SECONDED BY MR. PATRONIS, THAT THE GOVERNING BOARD APPROVE THE APRIL 9, 2015, GOVERNING BOARD MEETING MINUTES. MOTION CARRIED.

6. Approval of the Financial Reports for the Month of March 2015

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

7. A. Administration, Budget and Finance Committee Reports and Recommendations for Board Action

1. Consideration of Resolution No. 798 Amending the Fiscal Year 2014-2015 Budget - Amendment No. 7

MOTIONED BY MR. COSTELLO, SECONDED BY MR. PATRONIS, THAT THE GOVERNING BOARD APPROVE RESOLUTION NO. 798 AMENDING THE FISCAL YEAR 2014-2015 BUDGET AND ALLOW

STAFF TO REALIGN REVENUES AND RESERVES TO MAINTAIN THE PROPER BALANCE IN EACH FUND. MOTION CARRIED.

2. Consideration of Amendment No. 8 to the Fiscal Year 2014-2015 Budget Adjusting Beginning Fund Balance

MOTIONED BY MR. COSTELLO, SECONDED BY MR. PATRONIS, THAT THE GOVERNING BOARD APPROVE AMENDMENT NO. 8 TO THE FISCAL YEAR 2014-2015 BUDGET ADJUSTING FUND BALANCES. MOTION CARRIED.

3. Consideration of Resolution No. 799 Committing Audited Fund Balances for the Fiscal Year Ending September 30, 2014, as Required By GASB Statement No. 54

MOTIONED BY MR. COSTELLO, SECONDED BY MR. DUNBAR, THAT THE GOVERNING BOARD APPROVE RESOLUTION NO. 799 COMMITTING AUDITED FUND BALANCES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2014, AS REQUIRED BY GASB STATEMENT NO. 54. MOTION CARRIED.

4. Consideration of a District Economic Stabilization Fund Policy

MOTIONED BY MR. COSTELLO, SECONDED BY MR. DUNBAR, THAT THE GOVERNING BOARD APPROVE THE PROPOSED ECONOMIC STABILIZATION FUND POLICY, AND AUTHORIZE STAFF TO INCORPORATE THIS POLICY INTO THE DISTRICT'S INTERNAL POLICIES AND PROCEDURES MANUAL. MOTION CARRIED.

7. B. Lands Committee Reports and Recommendations for Board Action

1. Consideration of Lease Agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the Brunson Landing Tract

MOTIONED BY MR. PATRONIS, SECONDED BY COSTELLO, THAT THE GOVERNING BOARD APPROVE THE LEASE AGREEMENT BETWEEN THE DISTRICT AND THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. MOTION CARRIED.

2. Consideration of Florida Fish and Wildlife Conservation Commission Annual Work Plan and Budget for the Sand Hill Lakes Mitigation Bank Cooperative Management Agreement

MOTIONED BY MR. PATRONIS, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD APPROVE THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FISCAL YEAR 2015-2016 WORK PLAN AND BUDGET FOR THE SAND HILL LAKES MITIGATION BANK COOPERATIVE MANAGEMENT AGREEMENT, SUBJECT TO APPROVAL OF THE DISTRICT'S FISCAL YEAR 2015-2016 BUDGET IN SEPTEMBER 2015. MOTION CARRIED.

3. Consideration of ITB 15B-010 for 2015 Sand Pine and Hardwood Tree Eradication Services

MOTIONED BY MR. PATRONIS, SECONDED BY MR. DUNBAR, THAT THE GOVERNING BOARD APPROVE THE BIDS FOR THE 2015 SAND PINE AND HARDWOOD TREE ERADICATION SERVICES PROJECT AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH EXPRESS FORESTRY SERVICE, LLC IN THE AMOUNT OF \$69,136.00 TO FACILITATE THIS WORK. MOTION CARRIED.

4. Consideration of Maintenance Agreement between the Board of County Commissioners of Holmes County and Northwest Florida Water Management District

MOTIONED BY MR. PATRONIS, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD APPROVE THE MAINTENANCE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF HOLMES COUNTY AND THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT. MOTION CARRIED.

8. A. Consideration of Sale of 18,282 Square Feet Along Bluff Springs Road to Department of Transportation; Escambia County

MOTIONED BY MR. PATRONIS, SECONDED BY MR. SPRING, THAT THE GOVERNING BOARD APPROVE THE OFFER AND PURCHASE AGREEMENT IN THE AMOUNT OF \$3,400, SUBJECT TO LEGAL COUNSEL REVIEW, DECLARE THAT THE 18,282 SQUARE FEET IS NOT REQUIRED FOR DISTRICT CONSERVATION PURPOSES BUT INSTEAD IS BEST USED AS RIGHT-OF-WAY FOR BRIDGE REPLACEMENT BY DEPARTMENT OF TRANSPORTATION ON BLUFF SPRINGS ROAD AND SELL THIS ACREAGE TO DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY FOR A BRIDGE REPLACEMENT ON BLUFF SPRINGS ROAD AND CHOOSE NOT TO RESERVE THE INTEREST IN THE PROPERTY’S PHOSPHATE, MINERALS, METALS AND PETROLEUM. MOTION CARRIED.

9. A. Regulatory Database Update

Informational purposes only.

9. B. Local Government Grant Projects; Progress Update

Informational purposes only.

10. Legal Counsel Report

Perez, et al v. Northwest Florida Water Management District

Mr. Breck Brannen reported that the Petitioners voluntarily declined to file an amended petition. He stated that because of their decision the case has been closed.

Mr. Brannen gave a brief update on a former enforcement case against Jan Sebastian. He informed the Board that the dam is back in compliance.

Meeting was adjourned at 1:50 p.m. ET.

\_\_\_\_\_  
Chair

June 11, 2015  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

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



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

Balance Forward - Operating Funds	\$56,895,467.66	
Operating Funds Received in current month:		
Revenue Receipts, Current	\$325,342.43	
Contracts Receivable	5,288,670.01	
Other Deposits/Refunds/Adjustments	9,533.69	
Transfers from Lands Accounts	<u>0.00</u>	
Total Deposits during month	<u>5,623,546.13</u>	
Total Deposits and Balance Forward		\$ 62,519,013.79
Disbursements:		
Employee Salaries	447,144.96	
Employee Benefits	297,252.44	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	259,777.01	
Operating Expenses - Services	98,658.99	
Operating Expenses - Commodities	27,760.24	
Operating Capital Outlay	162,732.98	
Grants and Aids	<u>1,394,704.34</u>	
Total Operating Expenses during month	2,688,030.96	
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	<u>22,121.79</u>	
Total Funds Disbursed by check during month	2,710,152.75	
Bank Debits (Fees, Deposit Slips, etc.)	55.00	
Transfer to Land Acquisition Account	<u>0.00</u>	
Total Funds Disbursed		<u>2,710,207.75</u>
Cash Balance Operating Funds at month end		\$ 59,808,806.04
Operating Depositories:		
Petty Cash Fund	250.25	
General Fund Checking @ 0.2%	636,966.97	
Payroll Account	223,791.43	
Pensacola Account	0.00	
Investment Accounts @ 0.19%		
General Fund	28,710,979.81	
Lands Fee Fund	8,945,393.37	
SWIM Fund	4,558,264.76	
ETDM	3,275.05	
Water Prot. & Sust. TF	5,257.44	
Springs Protection	301,444.23	
Mitigation Fund	16,423,182.73	
Total Operating Depositories at month end	\$ 59,808,806.04	

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

Land Acquisition Funds @ 0.19%	\$ 643,514.62	
Total Land Acquisition Funds		643,514.62
Restricted Land Management Funds:		
Phipps Land Mgmt @ 0.19%	207,260.27	
Total Land Management Funds		207,260.27
Total Land Acquisition and Restricted Land Management Funds		<u>850,774.89</u>
 TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		 <u><u>\$ 60,659,580.93</u></u>

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

Date:     June 11, 2015

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

	<b>Current Budget</b>	<b>Actuals Through 4/30/2015</b>	<b>Variance (under)/Over Budget</b>	<b>Actuals As A % of Budget</b>
<b>Sources</b>				
Ad Valorem Property Taxes	\$ 3,381,733	\$ 3,018,426	\$ (363,307)	89%
Intergovernmental Revenues	27,301,004	6,597,193	(20,703,811)	24%
Interest on Invested Funds	135,330	50,394	(84,936)	37%
License and Permit Fees	360,250	207,780	(152,470)	58%
Other	1,938,302	2,214,104	275,802	114%
Fund Balance	39,026,376		(39,026,376)	0%
<b>Total Sources</b>	<b>\$ 72,142,995</b>	<b>\$ 12,087,896</b>	<b>\$ (60,055,099)</b>	<b>17%</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	\$ 8,740,167	\$ 1,962,134	\$ 219,039	\$ 6,558,994	22%	25%
Acquisition, Restoration and Public Works	34,330,623	4,783,669	160,323	29,386,632	14%	14%
Operation and Maintenance of Lands and Works	3,854,364	1,538,809	188,728	2,126,827	40%	45%
Regulation	4,110,844	1,923,446	139,373	2,048,025	47%	50%
Outreach	164,284	86,572	59	77,653	53%	53%
Management and Administration	2,171,470	1,083,831	88,213	999,427	50%	54%
<b>Total Uses</b>	<b>\$ 53,371,752</b>	<b>\$ 11,378,461</b>	<b>\$ 795,734</b>	<b>\$ 41,197,557</b>	<b>21%</b>	<b>23%</b>
Reserves	18,771,243			18,771,243	0%	0%
<b>Total Uses and Reserves</b>	<b>\$ 72,142,995</b>	<b>\$ 11,378,461</b>	<b>\$ 795,734</b>	<b>\$ 59,968,800</b>	<b>16%</b>	<b>17%</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 April 30, 2015, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

APRIL 2015

CHECKS	4/1/2015	344,043.73
AP EFT CHECKS	4/3/2015	220.00
CHECKS	4/9/2015	152,693.43
AP EFT CHECKS	4/10/2015	1,835.08
CHECKS	4/16/2015	1,355,006.79
AP EFT CHECKS	4/17/2015	188.00
CHECKS	4/23/2015	179,491.25
AP EFT CHECKS	4/24/2015	561.08
CHECK	4/29/2015	179,866.69
AP EFT CHECKS	4/29/2015	2,670.80
RETIREMENT		56,476.89
		\$ <u>2,273,053.74</u>

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Chairman or Executive Director

June 11, 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>
5155	TOWN OF ALTHA	04/01/2015	40,304.24	ALTHA WATER SYSTEM, PHASE 3
4832	ASSURANT EMPLOYEE BENEFITS	04/01/2015	4,472.65	EMPLOYEE REG DENTAL
4832	ASSURANT EMPLOYEE BENEFITS	04/01/2015	200.72	EMPLOYEE PREPAID DENTAL
4834	ASSURANT EMPLOYEE BENEFITS	04/01/2015	835.78	EMPLOYEE ADD
4833	ASSURANT EMPLOYEE BENEFITS	04/01/2015	1,313.59	EMPLOYEE VOL LTD
95	AT&T	04/01/2015	350.70	PHONES-EFO
3586	ATTACK-ONE FIRE MANAGEMENT SVCS	04/01/2015	683.10	PRESCRIBED BURNING SERVICES FO
3586	ATTACK-ONE FIRE MANAGEMENT SVCS	04/01/2015	1,425.60	PRESCRIBED BURNING SERVICES FO
3586	ATTACK-ONE FIRE MANAGEMENT SVCS	04/01/2015	3,950.10	PRESCRIBED BURNING SERVICES FO
2967	BANK OF AMERICA	04/01/2015	599.88	SUBSCRIPTION FOR ADOBE CREATIV
2992	BANK OF AMERICA	04/01/2015	125.73	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	04/01/2015	479.34	PAYMENT PORTAL FOR WELL PERMIT
2992	BANK OF AMERICA	04/01/2015	785.86	ACCOUNT ANALYSIS
4180	BA MERCHANT SERVICES	04/01/2015	195.63	TRANSACTION FEES FOR E-PERMITT
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	04/01/2015	696.72	RETIREE INSURANCE
4845	CALHOUN COUNTY SHERIFF'S OFFICE	04/01/2015	457.08	CALHOUN CO SHERIFF-LAW ENFCMT/
1617	CAPITAL HEALTH PLAN	04/01/2015	75,305.24	EMPLOYEE MEDICAL
3269	CDW GOVERNMENT, INC.	04/01/2015	895.72	SURFACE PRO FOR ANDREW & IPAD
3269	CDW GOVERNMENT, INC.	04/01/2015	79.32	SURFACE PRO FOR ANDREW & IPAD
3538	CITY OF APALACHICOLA	04/01/2015	70,371.87	BATTERY PARK BASIN STORMWATER
5125	CITY OF PARKER	04/01/2015	3,028.95	STORMWATER IMPROVEMENT PROJECT
1948	DELL MARKETING L.P.	04/01/2015	60,165.56	DELL ARRAYS
45	DMS	04/01/2015	1,267.31	PHONES-CARR
45	DMS	04/01/2015	112.55	PHONES-MARIANNA
5236	MICHAEL KLOSS EWEN	04/01/2015	300.00	PHOTOGRAPHS OF GOVERNING BOARD
3746	FL DEPT OF ENVIRONMENTAL PROTECTION	04/01/2015	24,489.53	WELL CONSTRUCTION AND GEOPHYSI
3662	FL DEPT OF ENVIRONMENTAL PROTECTION	04/01/2015	100.00	FDEP ERP PERMIT EXEMPTION FEE
2702	FISH AND WILDLIFE	04/01/2015	3,542.89	LAW ENFORCEMENT/SECURITY SERVI
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	04/01/2015	47.60	LEGAL/FAR AD FOR THE DECEMBER
3337	FORESTECH CONSULTING	04/01/2015	6,975.50	F4 TECH FOR LAND MANAGEMENT DA
839	FORESTRY SUPPLIERS, INC.	04/01/2015	874.62	SUPPLIES
5172	FREDDIE WILBON	04/01/2015	750.00	JANITORIAL SERVICE CRESTVIEW F
4042	GGI, LLC, DBA GENESIS GROUP	04/01/2015	4,682.75	WILLIFORD SPRINGS
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	04/01/2015	35.00	IT BUILDING ALARM MONITORING S

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

3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	04/01/2015	30.00	MONITORING FOR CRESTVIEW
3420	GREASE PRO EXPRESS LUBE	04/01/2015	814.00	REPAIR OF WMD 0932
3420	GREASE PRO EXPRESS LUBE	04/01/2015	672.00	TIRES FOR WMD2089, MARIANNA OF
2708	N. FLORIDA VAULT & SEPTIC TANK MFG.	04/01/2015	600.00	PUMP OUT SEPTIC TANKS AT HQ.
1205	OFFICE DEPOT, INC.	04/01/2015	163.18	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	04/01/2015	43.58	OFFICE SUPPLIES
62	PENSACOLA NEWS-JOURNAL	04/01/2015	158.70	LEGAL AD
71	PETTY CASH	04/01/2015	121.00	PETTY CASH REIMBURSEMENT
4081	POT-O-GOLD RENTALS, LLC	04/01/2015	1,275.00	PORTABLE TOILETS
4136	RICOH AMERICAS CORPORATION	04/01/2015	221.30	RICOH COPIER LEASE FOR REGULAT
5183	ROBERT J YOUNG COMPANY, INC	04/01/2015	105.46	ANNUAL MAINTENANCE AGREEMENTS
3475	SHRUG, INC.	04/01/2015	220.00	REGISTRATION FEE FOR SHRUG GI
3213	SHI INTERNATIONAL CORP	04/01/2015	273.26	VISIO FOR JANNIE WORRELL
4793	SYMANTEC CORPORATION	04/01/2015	995.00	EPERMITTING SSL CERTIFICATE
5140	TOWN OF GREENWOOD	04/01/2015	25,121.93	GREENWOOD/MARIANNA INTERCONNEC
4289	TRI STATE EMPLOYMENT SERVICE, INC.	04/01/2015	539.69	TEMP SERVICES
120	U. S. POST OFFICE - MIDWAY	04/01/2015	9.80	GENERAL POSTAGE
4557	VERIZON WIRELESS	04/01/2015	131.86	CELL PHONES
4651	PANAMA CITY CYCLES, INC	04/01/2015	246.84	REPAIR AND SERVICE BOMBARDIER
3048	YATES CONTRACTING, INC.	04/01/2015	2,400.00	DEVIL'S HOLE PROJECT FILL DIRT
	<b>TOTAL CHECKS</b>		<b><u>344,043.73</u></b>	
4966	DAVID REED CHERRY	04/03/2015	110.00	EMPLOYEE TRAVEL
3080	STEVEN COSTA	04/03/2015	110.00	EMPLOYEE TRAVEL
	<b>TOTAL ACH TRANSFER</b>		<b><u>220.00</u></b>	
	<b>TOTAL AP</b>		<b><u>344,263.73</u></b>	

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

<b>VENDOR</b>	<b>NAME</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>	<b>CHECK DATE</b>
4812	ALL AMERICAN RENTALS, INC.	140.00	PORTABLE TOILETS	04/09/2015
4812	ALL AMERICAN RENTALS, INC.	140.00	PORTABLE TOILETS	04/09/2015
4662	AUTO CLINIC OF MARIANNA, INC	53.51	OPEN PURCHASE ORDER FOR LANDS	04/09/2015
2507	CALHOUN LIBERTY JOURNAL	45.00	LEGAL AD	04/09/2015
1023	CAPITAL HITCH SERVICE	58.69	REPLACE REAR DECK LOCK ON VEHI	04/09/2015
771	CITY OF MARIANNA	44.47	SEWER-MARIANNA	04/09/2015
5117	CONSTANT CONTACT, INC.	126.00	CONSTANT CONTACT FOR MEDIA EMA	04/09/2015
4061	BRIAN WILLIAM TAYLOR	400.00	LAWNCARE-MARIANNA	04/09/2015
5174	CRAIG BISHOP FARMS, INC.	53,148.97	AG COST SHARE AGREEMENT	04/09/2015
97	THE DEFUNIAK HERALD	30.38	LEGAL AD	04/09/2015
45	DMS	26,745.29	LAN PORTS/INTRANET	04/09/2015
4748	EAST MILTON WATER SYSTEM	11.52	WATER-MILTON	04/09/2015
4855	ENVIRON SERVICES INCORPORATED	1,552.00	JANITORIAL SERVICE - HQ	04/09/2015
4855	ENVIRON SERVICES INCORPORATED	275.00	JANITORIAL SERVICE MARIANNA	04/09/2015
3287	FASTENER SERVICE INC.	684.00	FASTENERS	04/09/2015
648	FEDERAL EXPRESS CORPORATION	39.11	SHIPPING	04/09/2015
5216	FL ASSOCIATION OF ENVIRONMENTAL SOIL SCIENTISTS	40.00	REFERENCE MATERIAL	04/09/2015
4607	MAIL FINANCE INC	126.00	LEASE-CRESTVIEW	04/09/2015
3003	HAVANA FORD, INC.	35.65	OPEN PURCHASE ORDER FOR REG	04/09/2015
3942	A & W VENTURES, L.C.	151.34	PORTABLE TOILET FOR PHIPPS PAR	04/09/2015
2268	INNOVATIVE OFFICE SOLUTIONS, INC	918.00	PHONE MAINTENANCE	04/09/2015
4921	JACKSON COUNTY UTILITIES	29.00	WATER-MARIANNA	04/09/2015
2098	JOHNSTONE SUPPLY - TALLAHASSEE	163.32	HVAC FILTERS FOR HQ	04/09/2015
5173	KIMBERLY BISHOP FARMS, INC.	27,106.51	AG COST SHARE AGREEMENT	04/09/2015
3921	KOUNTRY RENTAL, INC.	4,118.00	RENTAL AND SERVICE OF PORTABLE	04/09/2015
76	LEON COUNTY PROPERTY APPRAISER	2,460.94	3RD QTR FY 14-15	04/09/2015
2299	LIBERTY COUNTY SOLID WASTE	28.00	FL RIVER DUMPER SERVICE	04/09/2015
3266	LOWE'S COMPANIES INC.	124.44	GENERAL SUPPLIES	04/09/2015
4951	MARIANNA LIMESTONE, LLC	1,453.80	LIMEROCK ROAD BASE FOR CHRISTO	04/09/2015
5230	MORGAN MARINE SALVAGE & RECOVERY, LLC	7,161.40	SPRING VENT SEDIMENT (SILT/SAN	04/09/2015
1205	OFFICE DEPOT, INC.	11.98	OFFICE SUPPLIES	04/09/2015
64	PANAMA CITY NEWS HERALD	194.72	AD FOR NOTICE OF TEMPORARY CLO	04/09/2015
2663	PATIENTS FIRST APPELYARD, INC	49.00	LABORATORY TESTING	04/09/2015
62	PENSACOLA NEWS-JOURNAL	165.54	LEGAL AD	04/09/2015
4601	PORTLAND LUMBER YARD, INC	1,062.40	PORTO-TOILET DECK MATERIALS ET	04/09/2015

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

4368	PROFESSIONAL HEALTH EXAMINERS	73.00	LABORATORY TESTING	04/09/2015
906	PURVIS, GRAY AND COMPANY, LLP	11,550.00	FINANCIAL AUDIT SERVICES	04/09/2015
5183	ROBERT J YOUNG COMPANY, INC	5.72	ANNUAL MAINTENANCE AGREEMENTS	04/09/2015
5183	ROBERT J YOUNG COMPANY, INC	46.91	COPIER LEASE FOR FACILITIES	04/09/2015
4971	ROBERT "MIKE" SEEDERS PLUMBING, INC.	1,540.80	INSTALL URINAL,HANDICAP TOILET	04/09/2015
4799	STAPLES CONTRACT & COMMERCIAL, INC.	119.34	RMD OFFICE SUPPLIES	04/09/2015
4799	STAPLES CONTRACT & COMMERCIAL, INC.	8.96	RMD OFFICE SUPPLIES	04/09/2015
110	TALQUIN ELECTRIC COOPERATIVE, INC.	119.50	WATER-HQ	04/09/2015
110	TALQUIN ELECTRIC COOPERATIVE, INC.	87.17	SECURITY LIGHTS-HQ	04/09/2015
110	TALQUIN ELECTRIC COOPERATIVE, INC.	4,102.55	ELECTRIC-HQ	04/09/2015
2808	THAT BOOT STORE	255.58	PRESCRIBED BURN BOOTS	04/09/2015
2808	THAT BOOT STORE	200.00	SAFETY BOOTS FOR ERIC TOOLE	04/09/2015
5252	VOLKERT, INC	3,500.00	REFUND FOR A#2783	04/09/2015
75	WALTON COUNTY PROPERTY APPRAISER	1,664.69	3RD QTR FY 14-15	04/09/2015
1305	WASTE MANAGEMENT - LEON COUNTY,INC	55.54	SOLID WASTE-MARIANNA	04/09/2015
3462	WASTE MANAGEMENT OF PANAMA CITY	140.00	DUMPSTER FOR ECONFINA OFFICE A	04/09/2015
4626	WASTE PRO OF FLORIDA, INC	159.69	SOLID WASTE-HQ	04/09/2015
4774	JOHN T WILLIAMSON	170.00	JANITORIAL SERVICES FOR THE WF	04/09/2015
<b>TOTAL CHECKS</b>		<b><u>152,693.43</u></b>		
3405	JOHN B. CROWE	631.80	EMPLOYEE TRAVEL	04/10/2015
5166	JAMES A DANIEL	110.00	EMPLOYEE TRAVEL	04/10/2015
4961	PETER FOLLAND	146.00	EMPLOYEE TRAVEL	04/10/2015
5032	WILLIAM HUNKAPILLER	118.16	EMPLOYEE TRAVEL	04/10/2015
3823	KENNETH ANDREW ROACH	146.00	EMPLOYEE TRAVEL	04/10/2015
2434	JERRICK SAQUIBAL	683.12	EMPLOYEE TRAVEL	04/10/2015
<b>TOTAL ACH TRANSFER</b>		<b><u>1,835.08</u></b>		
<b>TOTAL AP</b>		<b><u><u>154,528.51</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	04/16/2015	61.41	BOARD TRAVEL
5089	ATKINS NORTH AMERICA, INC.	04/16/2015	7,544.96	MINIMUM FLOWS AND LEVELS DEVEL
2967	BANK OF AMERICA	04/16/2015	2,963.74	P-CARD PURCHASES
2967	BANK OF AMERICA	04/16/2015	1,750.00	EMPLOYEE CONTINUING EDUCATION
4450	GREGORY MONROE BARRY	04/16/2015	134.85	RECHARGEABLE DRILL BATTERY REB
325	BAY CO. PROPERTY APPRAISER	04/16/2015	2,316.87	3RD QTR FY 14-15
735	CARLTON APPRAISAL COMPANY	04/16/2015	791.20	APPRAISAL OF 2.6-ACRE SURPLUS
4201	CITY OF CHIPLEY	04/16/2015	9,337.21	HWY 77/I-10 INFRASTRUCTURE IMP
4655	CITY OF GRETNA	04/16/2015	6,125.00	WATER SYSTEM UPGRADES
5095	CITY OF MONTICELLO	04/16/2015	105,738.68	U HWY 19 WATER LINE EXTENSION
4472	CITY OF PANAMA CITY	04/16/2015	931,774.08	STORMWATER RETROFIT PROJECTS
5125	CITY OF PARKER	04/16/2015	1,377.50	WATER SYSTEM IMPROVEMENTS
4991	GARY CLARK	04/16/2015	65.86	BOARD TRAVEL
4032	COMPUQUIP TECHNOLOGIES, LLC	04/16/2015	29,693.00	FIREWALL REPLACEMENT
5105	FLATWOODS FORESTRY, INC.	04/16/2015	18,903.60	PINE FOREST INVENTORY CHOCTAWH
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	04/16/2015	7,564.99	FUEL
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	04/16/2015	1,676.63	WEX TELEMATICS FLEET MANAGEMEN
3710	FLORIDA DEPT OF STATE	04/16/2015	33.88	40A-2 RULE AMENDMENTS
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	04/16/2015	27.02	NOTICE OF PUBLIC MEETING FOR R
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	04/16/2015	33.32	FAR/LEGAL AD FOR 2015 GOVERNIN
349	GADSDEN COUNTY PROPERTY APPRAISER	04/16/2015	432.71	3RD QTR FY 14-15
4381	TOWN OF GRAND RIDGE	04/16/2015	118,563.50	WATER EXTENSION TO THE I 10 IN
916	GULF POWER COMPANY	04/16/2015	553.87	ELECTRIC-MILTON
916	GULF POWER COMPANY	04/16/2015	558.51	ELECTRIC-CRESTVIEW
4988	STEPHEN HANCOCK	04/16/2015	212.88	EMPLOYEE TRAINING
4607	MAIL FINANCE INC	04/16/2015	126.00	MAILING SYSTEM LEASE FOR CARR,
4607	MAIL FINANCE INC	04/16/2015	259.00	MAILING SYSTEM LEASE FOR HQ
2029	HILLER SYSTEMS, INC	04/16/2015	625.32	INSPECTIONS FOR FIRE EXTINGUIS
4724	IDW LLC	04/16/2015	236.91	OFFICE SUPPLIES
4724	IDW LLC	04/16/2015	2,499.00	BADGE PRINTER FOR GRACE
4724	IDW LLC	04/16/2015	(350.00)	TRADE IN CREDIT
3193	INSURANCE INFORMATION EXCHANGE	04/16/2015	24.80	BACKGROUND INVESTIGATIONS
3193	INSURANCE INFORMATION EXCHANGE	04/16/2015	24.00	BACKGROUND INVESTIGATIONS
61	JACKSON COUNTY FLORIDAN	04/16/2015	98.65	LEGAL AD
61	JACKSON COUNTY FLORIDAN	04/16/2015	98.65	LEGAL AD
61	JACKSON COUNTY FLORIDAN	04/16/2015	86.95	2015 GOVERNING BOARD MEETING S

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

5150	TOWN OF JAY	04/16/2015	2,705.90	ASBESTOS WATERMAIN REPLACEMENT
666	JEFFERSON COUNTY PROPERTY APPRAISER	04/16/2015	195.16	3RD QTR FY 14-15
4946	ULYSSES D. JENKINS	04/16/2015	75.00	SECURITY FOR GOVERNING BOARD M
3921	KOUNTRY RENTAL, INC.	04/16/2015	207.50	CLEANING OF BOTH ECONFINA OFFI
277	LIBERTY CO. PROPERTY APPRAISER	04/16/2015	307.60	3RD QTR FY 14-15
5257	GARY MEREDITH	04/16/2015	212.88	EMPLOYEE TRAINING
63	NORTHWEST FLORIDA DAILY NEWS	04/16/2015	151.28	LEGAL AD
5157	NU INFO SYSTEMS, INC	04/16/2015	12,168.00	CONTRACT SERVICES FOR ENABLING
1205	OFFICE DEPOT, INC.	04/16/2015	237.02	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	04/16/2015	47.58	OFFICE SUPPLIES
4854	PANHANDLE STUMP & TREE SERVICE, INC.	04/16/2015	1,850.00	HAZARDOUS TREE REMOVAL AND TRI
4849	NICK PATRONIS	04/16/2015	81.88	BOARD TRAVEL
3813	PENNINGTON, P.A.	04/16/2015	10,885.00	LEGAL COUNSEL
5096	LISA KIMBERLY POOLE	04/16/2015	1,420.00	SHAREPOINT ENHANCEMENTS
5096	LISA KIMBERLY POOLE	04/16/2015	1,760.00	SHAREPOINT SUPPORT
5183	ROBERT J YOUNG COMPANY, INC	04/16/2015	2,641.20	ANNUAL MAINTENANCE AGREEMENTS
3960	GEORGE ROBERTS	04/16/2015	81.88	BOARD TRAVEL
523	SANTA ROSA PRESS GAZETTE	04/16/2015	123.76	LEGAL AD
5258	BARTON SESSIONS	04/16/2015	363.76	EMPLOYEE TRAINING
4720	SOUTHWOOD SHARED RESOURCE CENTER	04/16/2015	846.08	OFF SITE DATA STORAGE
5156	SPERRY & ASSOCIATES, INC.	04/16/2015	59,786.20	ECONFINA SPRINGS COMPLEX-SPRIN
4967	SAMUEL SPRING	04/16/2015	85.44	BOARD TRAVEL
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	04/16/2015	3,680.00	PUBLIC RECREATION SITE CLEAN U
5242	MARSIGLIO & MURPHY DESIGN GROUP, INC.	04/16/2015	2,026.08	ADVANCED WEB APPLICATION PROGR
4557	VERIZON WIRELESS	04/16/2015	1,010.04	JETPACKS
382	WASHINGTON COUNTY NEWS	04/16/2015	93.00	LEGAL AD

**TOTAL CHECKS**

**1,355,006.79**

3452	KRISTOPHER BARRIOS	04/17/2015	188.00	EMPLOYEE TRAINING
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**TOTAL ACH TRANSFER**

**188.00**

**TOTAL AP**

**1,355,194.79**

**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>
2992	BANK OF AMERICA	04/23/2015	128.74	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	04/23/2015	484.20	PAYMENT PORTAL FOR WELL PERMIT
2992	BANK OF AMERICA	04/23/2015	885.61	ACCOUNT ANALYSIS
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	04/23/2015	49,503.42	EMPLOYEE INSURANCE
3269	CDW GOVERNMENT, INC.	04/23/2015	1,230.51	SURFACE PRO FOR ANDREW RUTLEDG
4559	CITY OF CARRABELLE	04/23/2015	900.00	PERMIT FEE REFUND
4676	CITY OF MILTON FLORIDA	04/23/2015	35.50	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	04/23/2015	16.36	SEWER-MILTON
3289	CITY OF TALLAHASSEE	04/23/2015	38.25	LAKESHORE
1709	DIVISION OF ADMINISTRATIVE HEARINGS	04/23/2015	162.80	PEREZ HEARING
45	DMS	04/23/2015	1,262.91	PHONES-CARR
45	DMS	04/23/2015	5.02	LONG DISTANCE
4103	EDDIE ENGLISH COMPANY, INC.	04/23/2015	448.00	TIRES FOR TRI-AXLE TRAILER
1292	FISHER SCIENTIFIC	04/23/2015	325.05	LAB SUPPLIES FOR SWTV, GWTV, &
2701	FLORIDA MUNICIPAL INSURANCE TRUST	04/23/2015	1,436.54	WC DEDUCTIBLE
24	FLORIDA PUBLIC UTILITIES COMPANY	04/23/2015	328.48	ELECTRIC-MARIANNA
839	FORESTRY SUPPLIERS, INC.	04/23/2015	278.25	FIELD SUPPLIES
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	04/23/2015	1,235.09	FIRE AND SECURITY MONITORING-H
2291	GULF COAST ELECTRIC COOPERATIVE, INC	04/23/2015	339.46	ELECTRIC-ECONFINA
3003	HAVANA FORD, INC.	04/23/2015	44.72	OPEN PURCHASE ORDER FOR REG
5120	JOHNSON'S AUTO REPAIR, INC.	04/23/2015	111.56	REPAIR VEHICLE WMD96203-
4986	PATRICIA LUJAN	04/23/2015	7,374.16	CRESTVIEW LEASE
5227	MAC'S AUTO SERVICE	04/23/2015	581.24	REPAIR/REPLACE LEAKING TRANSMI
1205	OFFICE DEPOT, INC.	04/23/2015	7.05	OFFICE SUPPLIES
5201	SIGNAL HOUSE COMMUNICATIONS, LLC	04/23/2015	745.00	WIRELESS MICROPHONE FOR BOARDR
3213	SHI INTERNATIONAL CORP	04/23/2015	578.00	ADOBE PRO FOR CHRISTINA COGER
4799	STAPLES CONTRACT & COMMERCIAL, INC.	04/23/2015	107.73	WIRELESS KEYBOARD, HOLE PUNCH,
4799	STAPLES CONTRACT & COMMERCIAL, INC.	04/23/2015	23.95	WIRELESS KEYBOARD, HOLE PUNCH,
4799	STAPLES CONTRACT & COMMERCIAL, INC.	04/23/2015	175.13	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	04/23/2015	6.12	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	04/23/2015	17.48	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	04/23/2015	29.26	TAPES FOR REG, OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	04/23/2015	164.91	TAPES FOR REG, OFFICE SUPPLIES

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**AP COMPUTER PAID/EFT CHECKS**

4799	STAPLES CONTRACT & COMMERCIAL, INC.	04/23/2015	72.75	WIRELESS KEYBOARD, HOLE PUNCH,
4799	STAPLES CONTRACT & COMMERCIAL, INC.	04/23/2015	(263.90)	CREDIT MEMO
2305	TROY FAIN INSURANCE COMPANY, INC	04/23/2015	103.52	NOTARY RENEWAL
3696	URS CORPORATION	04/23/2015	37,579.95	COASTAL PANHANDLE FIRM
3696	URS CORPORATION	04/23/2015	3,353.45	PANHANDLE RISKMAP CONV
3696	URS CORPORATION	04/23/2015	14,551.47	PANHANDLE RISKMAP CONV
3696	URS CORPORATION	04/23/2015	20,547.70	COASTAL OVERLAND WAVE MODELING
3696	URS CORPORATION	04/23/2015	25,937.40	COASTAL OVERLAND WAVE MODELING
3696	URS CORPORATION	04/23/2015	7,326.08	INITIAL COASTAL STUDY FOR DFIR
5218	WAGeworks, INC.	04/23/2015	125.00	ADMIN FEE FOR FSA
3012	WAKULLA COUNTY PROPERTY APPRAISER	04/23/2015	549.00	2ND QTR PAYMENT
3012	WAKULLA COUNTY PROPERTY APPRAISER	04/23/2015	549.00	3RD QTR PAYMENT
4038	WINDSTREAM COMMUNICATIONS	04/23/2015	49.33	800'S& EFO LONG DISTANCE
	<b>TOTAL CHECKS</b>		<b><u>179,491.25</u></b>	
2497	ROGER A. COUNTRYMAN II	04/24/2015	561.08	EMPLOYEE TRAVEL
	<b>TOTAL ACH TRANSFER</b>		<b><u>561.08</u></b>	
	<b>TOTAL AP</b>		<b><u><u>180,052.33</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>
839	ASSOC OF STATE FLOODPLAIN MANAGERS	04/29/2015	1,460.00	ASFPM 2015
1616	ASSURANT EMPLOYEE BENEFITS	04/29/2015	139.52	PREPAID DENTAL
1617	ASSURANT EMPLOYEE BENEFITS	04/29/2015	4,757.65	EMPLOYEE DENTAL
1717	ASSURANT EMPLOYEE BENEFITS	04/29/2015	1,313.59	VOL-LTD
1859	AT&T	04/29/2015	350.70	PHONES-ECONFINA
1859	B&D CONTRACTORS, INC.	04/29/2015	2,450.00	ECONFINA ADDITION, PARKING LOT
1859	BEN MEADOWS COMPANY, INC.	04/29/2015	79.66	FIELD SUPPLIES
2631	BENSON'S HEATING AND AIR CONDITIONING, INC.	04/29/2015	200.00	CLEAN COIL UNIT #8 & CHECK DUC
2972	BLUE CROSS/BLUE SHIELD OF FLORIDA	04/29/2015	48,341.58	EMPLOYEE HEALTH INSURANCE
2986	CAPITAL HEALTH PLAN	04/29/2015	73,529.24	EMPLOYEE HEALTH INSURANCE
3078	CARLTON APPRAISAL COMPANY	04/29/2015	197.80	APPRAISAL OF 2.6-ACRE SURPLUS
3078	CARROLL APPRAISAL COMPANY, INC.	04/29/2015	475.00	REVIEW APPRAISAL FOR 2.6-ACRE
3078	CDW GOVERNMENT, INC.	04/29/2015	3,600.00	WEBSense RENEWAL
3080	CDW GOVERNMENT, INC.	04/29/2015	(787.19)	CREDIT MEMO
3269	CHARLES GARNER	04/29/2015	484.75	PARTS
3269	CITY OF CRESTVIEW	04/29/2015	40.85	WATER/SEWER
3424	THE DEFUNIAK HERALD	04/29/2015	24.75	LEGAL AD
3424	FL DEPT. OF ENVIRONMENTAL PROTECTION	04/29/2015	612.66	QUARTERLY INTEREST
3524	FL DEPT. OF ENVIRONMENTAL PROTECTION	04/29/2015	1,575.76	QUARTERLY INTEREST
3537	FL DEPT. OF ENVIRONMENTAL PROTECTION	04/29/2015	197.16	QUARTERLY INTEREST
3712	DURRA-QUICK-PRINT INC.	04/29/2015	15.00	BUSINESS CARDS FOR JAMES SUTTO
3823	DURRA-QUICK-PRINT INC.	04/29/2015	15.00	BUSINESS CARDS FOR BRUCE WILSO
4081	EAGLE TIRE & SERVICE CENTER	04/29/2015	956.12	TIRES FOR 2009 FORD PICK-UP
4227	EDWARDS FIRE PROTECTION, INC.	04/29/2015	567.65	ANNUAL MAINTENANCE OF FIRE EXT
4265	FLATWOODS FORESTRY, INC.	04/29/2015	2,500.00	PERFORMANCE BOND RETURN
4265	FL. SECRETARY OF STATE DIV OF ADMIN SERV	04/29/2015	32.34	FAR/LEGAL AD FOR 2015 GOVERNIN
4270	FORESTRY SUPPLIERS, INC.	04/29/2015	68.96	FIELD SUPPLIES
4305	FORESTRY SUPPLIERS, INC.	04/29/2015	298.09	RUBBER BOOTS FOR WEST REGION S
4339	GADSDEN COUNTY TIMES	04/29/2015	42.41	LEGAL AD
4373	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	04/29/2015	30.00	MONITORING FOR CRESTVIEW
4453	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	04/29/2015	35.00	IT BUILDING ALARM MONITORING S
4536	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	04/29/2015	473.83	FIRE-SECURITY ALARM INSPECTION
4557	GOODYEAR TIRE AND RUBBER COMPANY	04/29/2015	942.24	WMD 2425 TIRES
4557	JACKSON COUNTY PROPERTY APPRAISER	04/29/2015	590.29	3RD QTR FY 14-15
4577	WILLIAM JOHNSON, JR.	04/29/2015	50.00	30573-3214-PERMIT FEE REFUND

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

4720	KONICA MINOLTA BUSINESS SOLUTIONS USA	04/29/2015	1,720.91	COPIER LEASE
4778	KONICA MINOLTA BUSINESS SOLUTIONS USA	04/29/2015	458.29	COPIER LEASE FOR ECONFINA OFFI
4832	THOMAS MASON	04/29/2015	50.00	297003232PERMIT FEE REFUND
4832	POT-O-GOLD RENTALS, LLC	04/29/2015	1,275.00	PORTABLE TOILETS
4833	MACK ROWAN	04/29/2015	40.00	296373096 PERMIT FEE REFUND
4961	SOUTHERN TIRE MART, LLC	04/29/2015	139.50	WMD 2410 TIRE
4966	SOUTHWOOD SHARED RESOURCE CENTER	04/29/2015	838.61	OFFSITE DATA STORAGE
5105	VERIZON WIRELESS	04/29/2015	4.03	PHONES
5158	VERIZON WIRELESS	04/29/2015	155.53	CELL PHONES
5243	VIEUX & ASSOCIATES, INC.	04/29/2015	9,600.00	GAUGE ADJUSTED RADAR RAINFALL
5248	VINCENT LEROY MARTIN	04/29/2015	5,000.00	CARTER TRACT ROAD REPAIR MATER
5261	VINCENT LEROY MARTIN	04/29/2015	2,450.00	GUM CREEK ROAD REPAIR MATERIAL
5262	W & L TIRE & WHEEL CO.	04/29/2015	146.41	REPLACEMENT TRAILER TIRES FOR
5263	WASHINGTON COUNTY SHERIFF'S OFFICE	04/29/2015	12,328.00	LAW ENFORCEMENT/SECURITY

**TOTAL CHECKS**

**179,866.69**

13	ERICA BUNDRICK	04/28/2015	143.00	EMPLOYEE TRAVEL
26	DAVID REED CHERRY	04/28/2015	110.00	EMPLOYEE TRAVEL
35	STEVEN COSTA	04/28/2015	110.00	EMPLOYEE TRAVEL
65	PETER FOLLAND	04/28/2015	176.00	EMPLOYEE TRAVEL
95	MICHAEL COLE GRANGER	04/28/2015	394.76	EMPLOYEE TRAVEL
97	DANA PALERMO	04/28/2015	946.28	EMPLOYEE TRAVEL
698	KATHARINE PRICE	04/28/2015	110.00	EMPLOYEE TRAVEL
698	THEODORE REESE	04/28/2015	394.76	EMPLOYEE TRAVEL
735	KENNETH ANDREW ROACH	04/28/2015	176.00	EMPLOYEE TRAVEL
839	CORIE WHITE	04/28/2015	110.00	EMPLOYEE TRAVEL

**TOTAL ACH TRANSFER**

**2,670.80**

**TOTAL AP**

**182,537.49**

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

APRIL 2015

DIRECT DEPOSIT	4/3/2015	205,908.59
CHECKS	4/03/2015	8,796.02
FLEX SPENDING EFT	TF0050	1,453.60
DIRECT DEPOSIT	4/17/2015	205,790.57
CHECKS	4/17/2015	13,696.63
FLEX SPENDING EFT	TF0053	1,453.60
		<u><u>437,099.01</u></u>

APPROVED:

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Chairman or Executive Director

June 11, 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

FROM: Kris Barrios, Chief, Bureau of Hydrology and Engineering

DATE: May 26, 2015

SUBJECT: Consideration of ITB 15B-012; Autonomous Water Quality Sonde Systems

---

**Recommendation**

Staff recommends that the Governing Board approve the bids for ITB 15B-012, Autonomous Water Quality Sonde Systems, and authorize the purchase of the water quality monitoring instruments.

**Background**

The District issued Invitation to Bid (ITB) No. 15B-012 for “Autonomous Water Quality Sonde Systems” and posted it on the State Vendor Bid System, Florida Administrative Review and the District’s web site. A number of vendors that provide hydrologic monitoring equipment were notified of the bid opportunity and provided information on the solicitation.

The “Water Quality Sonde Systems” specified in the ITB are planned for installation at three spring and four sinking stream monitoring locations and will provide important monitoring information for the Wakulla Spring Minimum Flows and Levels (MFL) program. The instruments will gather water quality data to aid in the development of the water budget and to assess areas of nutrient loading for Wakulla Spring.

The cost of the monitoring equipment is fully reimbursable through an agreement with FDEP for enhanced monitoring of Wakulla Spring.

On June 5, 2015, at 3:00 p.m. EDT, the District will conduct the bid opening for the Water Quality Sonde Systems, ITB 15B-012. The results of the bid opening will be provided in a supplement for consideration by the Governing Board at the June 11, 2015, meeting.



# 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

FROM: Kris Barrios, Chief, Bureau of Hydrology and Engineering

DATE: May 26, 2015

SUBJECT: Consideration of FDEP Revenue Contract G0368 Amendment No. 2, Integrated Water Resources Monitoring Program

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### Recommendation

Staff recommends that the Governing Board authorize the Executive Director to execute a revenue contract with FDEP (Contract G0368, Amendment #2) for continuation of the District's participation in the water quality sampling program for the Water Quality Status and Groundwater Temporal Variability Projects. The District will be compensated for a total amount not to exceed \$158,239.80 on a fee schedule/cost reimbursement basis. The contract renewal period will be from July 1, 2015, through June 30, 2016.

### Background

The Florida Department of Environmental Protection (DEP) is continuing monitoring of surface water and groundwater quality within the District by funding the Integrated Water Resources Monitoring Program (IWRM) for an additional year. The District has been a participant in the program in its various forms going back to its inception in the 1980s. Over this time, a large volume of water quality data has been produced that has served as a significant tool in assessing the quality of the District's water resources. This data is available to the public through DEP's water quality database website, <http://storet.dep.state.fl.us/DearSpa/>.

The contract provides for water quality sampling at a network of groundwater and surface water sites across the District and is composed of two sampling projects:

- The Water Quality Status Project consists of the annual collection of 100 random samples spread among six categories across the District: Confined and Unconfined Aquifers, Streams, Rivers, Ponds, and Lakes.
- The Groundwater Quality Temporal Variability Project involves monthly sampling at nine fixed monitoring locations and is designed to track changes over time.

**DEP AGREEMENT NO. G0368  
AMENDMENT NO. 2**

**STATE OF FLORIDA  
GRANT AGREEMENT  
PURSUANT TO  
ENVIRONMENTAL PROTECTION AGENCY GRANT AWARD(S)**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 (hereinafter referred to as the "Department") and the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, whose address is 81 Water Management Drive, Havana, Florida 32333 (hereinafter referred to as "Grantee" or "Recipient"), a local governmental agency, to perform Surface and Ground Water Sampling for the Status and Ground Water Temporal Variability Network.

WHEREAS, the Department has received Clean Water Act Section 106 grant funds (CFDA 66.419) from the U.S. Environmental Protection Agency (EPA) for surface water programs in the State of Florida; and,

WHEREAS, the Department desires to use funds under this Agreement to match the above federal grant to obtain sampling of the surface water status network in the water management district managed by the Grantee; and,

WHEREAS, the Grantee has agreed to provide the services needed for sampling of the surface water temporal variability network in its district; and,

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.
2. This Agreement shall begin July 1, 2015 or the date of execution, whichever date is later, and shall remain in effect until June 30, 2016, by which date all requirements shall have been completed. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2015 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by EPA and/or the Legislature.
3.
  - A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on fee schedule in an amount not to exceed \$158,239.80 toward the total project cost described in **Attachment A-2, Grant Work Plan**.
  - B. The Grantee shall be compensated on a fee schedule basis for all eligible project costs upon receipt and acceptance of an invoice which contains the information requested in the Sample Payment Request Summary Form (provided as **Attachment B-2**). Each payment request must be accompanied by **Attachment C, MBE/WBE Procurement Reporting Form**. Failure to provide Attachment C shall result in a delay in processing the payment until such time as the appropriate information is provided to the Department. A final payment request must be submitted to the Department no later than July 15, 2016, to assure the availability of funds for payment. Travel expenses are included in the fee schedule amount of this Agreement, and no additional travel expenses shall be authorized.
  - C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the

appropriateness of costs to the agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>; allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230), A-21 (2 CFR 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR 215) at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.

- D. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the work identified in **Attachment A-2, Grant Work Plan**.
- E. The parties hereto understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee.
- F. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

<b>Organization Type</b>	<b>Applicable Cost Principles</b>
State, local or Indian tribal government.	OMB Circular A-87 (2 CFR 225)
Private non-profit organization other than (1) an institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122 (2 CFR 230)
Education Institutions	OMB Circular A-21 (2 CFR 220)
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.
Hospital	45 CFR Subtitle A - Appendix E to Part 74-Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals

- G. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. A. Progress Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. Each Progress Report shall be submitted on **Attachment D, Sample Progress Reporting Form**, and shall describe the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee the required reports and deliverables submitted by the Grantee and submit written approval to the Grantee.
- B. The Grantee agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under this Agreement.
  1. The Grantee accepts the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) "fair Share" goals and objectives negotiated with EPA as follows:

Florida Fair Share Goals	
Industry	Goal
Equipment	9% MBE and 3% WBE
Supplies	
Services	
Construction	

2. If the Grantee does not want to rely on the applicable State's MBE/WBE goals, the Grantee agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned business to do work in the relevant market for construction, services, supplies and equipment. "Fair Share" objectives must be submitted to the EPA Grants Management Office, 61 Forsyth Street, Atlanta, GA 30303 within thirty (30) calendar days of award and approved by EPA no later than thirty (30) calendar days thereafter. Copies of all correspondence with EPA shall also be forwarded to the Department's Grant Manager.
3. The Grantee agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.

4. The Grantee agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.
  5. The Grantee agrees to follow the six good faith efforts stated in 40 C.F.R. Part 33, and retain records documenting compliance.
  6. The Grantee agrees to submit a report documenting MBE/WBE utilization under federal grants in conjunction with the required quarterly progress report (see paragraph 5.A).
  7. If race and/or gender neutral efforts prove inadequate to achieve a "fair share" objective, the Grantee agrees to notify the Department and EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.
  8. In accordance with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988, the Grantee agrees to utilize and to encourage any prime contractors under this Agreement to utilize small businesses located in rural areas to the maximum extent possible. The Grantee agrees to follow the six affirmative steps stated in 40 C.F.R. Part 33, in the award of any contracts under this Agreement.
- C. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and/or 40 CFR 30.16, the Grantee agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this Agreement and delivered to the Department. This requirement does not apply to reports which are prepared on forms supplied by EPA. This requirement applies even when the cost of recycled paper is higher than that of virgin paper. Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.
- D. The following language shall be included in all final documents issued as a result of an agreement funded in whole or in part by federal sources to acknowledge the federal government's participation in the project.

"This project and the preparation of this report (or booklet, pamphlet, etc as appropriate) was funded in part by a Water Quality Management Planning grant from the Environmental Protection Agency through an agreement/contract with the Watershed Monitoring and Data Management Section of the Florida Department of Environmental Protection. The total cost of the project was \_\_\_\_\_, of which \$\_\_\_\_\_ or \_\_ percent was provided by the Environmental Protection Agency."

6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
  - C. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
8. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances.
- A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
  - B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
  - C. Wholly or partly suspend or terminate this Agreement.
  - D. Withhold further awards for the project or program.
  - E. Take other remedies that may be legally available.
  - F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply.
    - 1. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable.
    - 2. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.
  - G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Executive Orders 12549 and 12689.
9. A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
  - C. Records for real property and equipment acquired with Federal funds shall be retained for five years following final disposition.

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E-2, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E-2** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E-2**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E-2, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:
- <https://apps.fldfs.com/fsaa>
- The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.
- C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
11. A. The Grantee is hereby authorized to enter into contracts with Florida counties in the performance of services under this Agreement. For purposes of this Agreement, all sample analysis will be performed by the DEP Central Laboratory under separate agreement with the DEP's Ambient Monitoring Section. All samples shall be shipped in accordance with Section 12 Sample Custody and Shipment instructions in the Sampling Manual. Measurement of sample location using differentially-correcting Global Positioning System (DGPS) technology. DGPS units will be provided by the Department if necessary. All DGPS data must meet or exceed Department protocols for accuracy (**Attachment G, Global Positioning System (GPS) Standards**), and be provided in Department-specified format (**Attachment H**). All water quality data collected under this Agreement shall be submitted to the Department in an approved standardized electronic format. An example of the approved format is included as **Attachment H, Required Electronic Format**.
- B. The Grantee shall not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except as authorized above. When applicable, and upon receipt of such consent in writing, the Grantee shall cause the names of the firms responsible for such portions of the work to appear on such work. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The payment terms of the subcontract shall comply with the payment terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the

subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- C. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
  - D. The Grantee agrees to comply with the procurement requirements contained in 40 C.F.R. 31.36 for its selection of subcontractors.
12. A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit **Attachment I, Standard Form-LLL, "Disclosure of Lobbying Activities"** and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. [40 CFR 34]
- B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
  - C. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
  - D. The Grantee's Chief Executive Officer shall certify that no funds provided under this Agreement have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Grantee shall submit **Attachment J, "Lobbying and Litigation Certificate"** to the Department within ninety (90) days following the completion of the Agreement period.
13. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
14. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.



15. The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Thomas L. Seal	
Florida Department of Environmental Protection	
Watershed Monitoring and Data Management Section	
2600 Blair Stone Road, MS 3525	
Tallahassee, Florida 32399-2400	
Telephone No.:	(850) 245-8514
Fax No.:	(850) 245-7571
E-mail Address:	<a href="mailto:thomas.seal@dep.state.fl.us">thomas.seal@dep.state.fl.us</a>

16. The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager) for this Agreement is identified below.

Edward Chelette	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, Florida 32333	
Telephone No.:	(850) 539-5999
Fax No.:	(850) 539-2777
E-mail Address:	<a href="mailto:Edward.Chelette@nfwwater.com">Edward.Chelette@nfwwater.com</a>

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
18. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
19. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
20. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign **Attachment K, Property Reporting Form**, DEP 55-212, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
- A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
  - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
  - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.

21. All reports produced and other data gathered by the Grantee for the purpose of this Agreement shall become the joint property of the DEP and the Grantee without restrictions or limitations upon their use and shall be made available by the Grantee at any time upon request of the DEP.
22. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
23. The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. The Grantee acknowledges that Federal funds may not be used to sponsor a conference, meeting, or training seminar held in a hotel or motel which does not meet the requirements of the Hotel and Motel Safety Act of 1990.
24.
  - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
  - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.
25. In accordance with Executive Order 12549, Debarment and Suspension (**2 CFR 180 and 1532**), the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by EPA to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.
26. The Environmental Protection Agency and Department, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
  - A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.
  - B. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
27. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment L, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment M, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.
28. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

29. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

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

By: \_\_\_\_\_  
Director, Division of Environmental Assessment and Restoration or designee

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

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

\_\_\_\_\_  
Thomas L. Seal, DEP Grant Manager

\_\_\_\_\_  
DEP Contracts Administrator

FEID No.: 59-1531621

Approved as to form and legality:

\_\_\_\_\_  
DEP Attorney

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-2	Grant Work Plan (7 Pages)
Attachment	B-2	Sample Payment Request Summary Form (1 Page)
Attachment	E-2	Special Audit Requirements (5 Pages)

## GRANT WORK PLAN

### ATTACHMENT A-2

*Service Period: July 1, 2015 through June 30, 2016*  
**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

The Department of Environmental Protection (DEP) has requested the assistance of the Northwest Florida Water Management District in collecting and interpreting water quality data from confined and unconfined aquifers, rivers, streams and lakes within the boundaries of the Water Management District (WMD), as part of the statewide Integrated Water Resources Monitoring (IWRM) Network. A description of the work to be performed is outlined below.

#### QUALITY ASSURANCE

The Grantee conducting water quality sampling under this Agreement shall follow procedures and methods specified in the DEP *Status and Temporal Variability Monitoring Networks Sampling Manual* (<http://publicfiles.dep.state.fl.us/dear/watershed%20monitoring/documents/WMS-SamplingManual.pdf>).

The Grantee conducting Habitat Assessments under this Grant shall follow procedures and methods specified in DEP SOPs FT3001, FT3100, and FS7420 found on the DEP website (<http://www.dep.state.fl.us/water/sas/sop/sops.htm>). Requests for variance to the procedures may be submitted to the DEP Watershed Monitoring Section QA Officer in writing, who will scrutinize requests on a case-by-case basis. For purposes of this Agreement, the DEP Central Laboratory will perform all sample analysis under a separate agreement with the DEP's Watershed Monitoring Section. All samples shall be shipped in accordance with instructions in the sampling manual.

The Grantee will submit an updated Quality Assurance Project Plan (QAPP) to the DEP Quality Control Officer within fifteen (15) calendar days of the execution of this Agreement.

#### STORET

All water quality data collected under this Agreement shall be submitted to the DEP in the approved standardized electronic format, included as Attachment H, Required Electronic Format. This format will assist the DEP in the preparation of data, collected under this Agreement, for entry into STORET using a computer conversion program. The DEP will be responsible for assuring that data collected under this Agreement are entered into the STORET system, and for verification of the data before final storage. In addition to the above, a printed copy of the project field data, along with supporting Quality Assurance data, shall be kept and maintained by the Grantee for the duration of this Agreement, and provided to DEP upon request. This includes results from any blanks, duplicates, spikes, blind samples and standards.

#### QUALIFIED SAMPLER

The Grantee shall ensure that at least one (two if possible) *qualified sampler* is present during all sample collection. For the purposes of this Agreement, a *qualified sampler* shall be one who has taken the DEP Sampling Techniques Workshop within the past five (5) years. This workshop is offered by the Quality Assurance Officer of the Monitoring Section once a year.

#### AGREEMENT TASKS

The Grantee shall collect surface and ground water quality samples for the Watershed Monitoring Program within the boundaries of the Northwest Florida Water Management District. This Supplemental Grant Work Plan will cover the sampling period from July 1, 2015 to June 30, 2016. Each activity to be performed has been identified and described as a separate task and must be completed within the designated time frame identified for that task:

**TASK I - SAMPLE COLLECTION**  
**Fee Schedule Task Cost: \$154,239.80**  
(\$701.09 per sample, 220 samples)

The Grantee shall collect an estimated sixty (60) surface water and seventy-six (76) ground water quality samples for the Status Network and Ground Water Temporal Variability (GWTV) Network, as well as an estimated thirty-six (36) Quality Assurance samples, and forward all samples to the DEP Central Laboratory for analysis. The Grantee shall measure field analytes only for approximately forty-eight (48) monthly GWTV Network samples. As part of the water quality sampling program, in rivers and streams, habitat assessment surveys will be performed, while sediment samples will be collected from both large and small lakes. This estimate includes:

STATUS NETWORK

- Approximately fifteen (15) samples from Streams within the boundaries of the Northwest Florida Water Management District within the established Index Period (July 1, 2015 – August 31, 2015) , includes the performance of habitat assessment surveys;
- Approximately fifteen (15) samples from Small Lakes within the boundaries of the Northwest Florida Water Management District within the established Index Period (September 1, 2015 – September 30, 2015), includes the collection of lake bottom sediment samples from each water quality sampling location;
- Approximately twenty (20) samples from wells in Unconfined Aquifers within the boundaries of the Northwest Florida Water Management District within the established Index Period (November 1, 2015 – December 31, 2015);
- Approximately twenty (20) samples from wells in Confined Aquifers within the boundaries of the Northwest Florida Water Management District within the established Index Period (January 1, 2016 – February 28, 2016);
- Approximately fifteen (15) samples from Large Lakes within the boundaries of the Northwest Florida Water Management District within the established Index Period (April 1, 2016 – April 30, 2016), includes the collection of lake bottom sediment samples from each water quality sampling location;
- Approximately fifteen (15) samples from Rivers within the boundaries of the Northwest Florida Water Management District within the established Index Period (May 1, 2016 – May 30, 2016), includes the performance of habitat assessment surveys;
- Approximately twenty (20) Quality Assurance samples (approximately 20% of 100 total samples).

GROUND WATER TEMPORAL VARIABILITY NETWORK

- Approximately twenty-four (24) Unconfined Aquifer samples from wells and springs in the GWTV Network, collected at quarterly intervals from July 1, 2015 – June 30, 2016;
- Approximately twelve (12) Confined Aquifer samples from wells in the GWTV Network, collected at quarterly intervals from July 1, 2015 – June 30, 2016;
- Approximately sixteen (16) Quality Assurance Samples (16 Equipment Blanks)

In addition to the above task requiring collection and shipment of water samples to the DEP Laboratory:

- Measure field analytes only at approximately six (6) monthly Unconfined Aquifer GWTV sites (estimated 48 total site visits) from July 1, 2015 – June 30, 2016 during the eight months not visited for the collection of quarterly laboratory samples.

Ground water sample collection includes:

- Completion of electronic Microlanduse forms (located in Sampling Manual)
- Attachment of well identification tags as needed.

All water sample collection includes:

- On-site analysis for field analytes and field reference samples.

- Measurement of sample location using Global Positioning System (GPS) technology. GPS units will be provided by DEP if necessary. All GPS data must meet DEP protocols for accuracy and be provided in DEP-specified electronic format.
- Recording of physical site data, in electronic format, using DEP-specified software. Required information includes land ownership, digital photographs, and any additional pertinent information that may potentially affect water quality. Information depicting site location and directions can be submitted to clarify location of site. Sketch maps can be submitted on paper or scanned electronically in JPEG format.

Samples shall be collected for all analytes identified in the sampling manual. Analytes for Cycle 10 are contained in the Status Network Analyte List. Samples should be collected during the appropriate Index and Overflow Periods. All samples shall be shipped in accordance with instructions located in the Sampling Manual. Field audits shall be performed in accordance with instructions in the Sampling Manual.

**TASK II - MAINTENANCE OF THE STATUS AND GWTV NETWORKS**  
**Costs included in Task I**

For ground water sites, repair or re-develop an estimated two wells, if necessary.

**TASK III - STATUS NETWORK CHARACTERIZATION**  
**Costs included in Task I**

Reconnoiter proposed IWRM 2015-2016 Status Network ground water and surface water sampling sites within the boundaries of the Northwest Florida Water Management District to determine suitability and access. DEP will provide site selection lists for 2015-2016 sites to the Grantee (via the Oracle Generalized Water Information System (OGWIS) web-based tool) as soon as they become available. Stations for ground and surface waters will be provided annually.

Office recon using OGWIS and other tools should be performed prior to actual field recon or sampling, and should be employed to eliminate sites that are the wrong resource type or otherwise can be properly excluded, following DEP guidelines, from sample collection prior a site visit. Surface water and groundwater sites that are known to be accessible do not need to be field reconned prior to sampling. Other potential sites can be reconned prior to or at the time of sampling, as long as sampling occurs within the prescribed Index Period. Different resources are available to help make determinations of the sample and resource type. The web-based DEP OGWIS website can be used to show features pertaining to the site on both USGS topography maps and aerial photography.

**RESOURCE TYPES TO BE MONITORED**

- 1) Streams
- 2) Rivers
- 3) Large Lakes (greater than 10.0 hectares)
- 4) Small Lakes (from 4.0 to 9.99 hectares)
- 5) Confined Aquifer wells
- 6) Unconfined Aquifer wells

**NUMBER OF SITES**

From July 1, 2015 through June 30, 2016, within the boundaries of the Northwest Florida Water Management District, the optimal number of sites for each resource type is fifteen (15) for surface water and twenty (20) for ground water. If the optimal number of sites are not available due to a lack of wells or absence of resources then available resources should be sampled.

The Watershed Monitoring Section's list frame for ground water sites includes:

- 1) DEP Ambient Monitoring Background Network wells
- 2) DEP Ambient Monitoring VISA Network wells
- 3) Department of Health (former HRS) Private Well Survey wells
- 4) Upgradient background wells at DEP permitted facilities
- 5) Wells constructed under permit from the Northwest Florida Water Management District.

DEP will supply a list of randomly selected candidate wells annually from randomly generated locations within the boundaries of the Northwest Florida Water Management District. Only wells within the existing DEP list frame may be considered as candidate monitoring sites. DEP staff will assist WMDs and contact DEP District staff to obtain permitted facility information.

The list frames for surface water sites comes from the Re-leveled National Hydrographic Dataset (RNHD) at DEP in Tallahassee. Candidate rivers are selected from defined linear features existing in the RNHD.

The stream subset is the balance of remaining RNHD segments minus reaches existing seaward of a head of salt line defined by DEP GIS staff. Additionally, stream segments that represent flow-paths through wetlands and lakes have been removed from the population. Water features contained within water management district restoration sites will be specially coded and removed from the target population for the year when the restoration site is active, by request of the water management district staff.

Regardless of resource, any proposed site rejected during recon or sampling must be documented in OGWIS and reasons for rejection stated. Rejection of a site shall reference one of the exclusionary criteria listed below, or be mutually agreed to by the Grantee, the DEP Grant Manager and the Watershed Monitoring Program Manager.

#### SURFACE WATER SELECTION CRITERIA

Surface water includes all canals, natural lakes, and streams and rivers based on a 1:100,000 RNHD coverage. Rivers are defined as the coverage that includes the state's larger natural watercourses that have a volume and reach that make them regionally significant, while streams are defined as the remainder of all natural watercourse resources, based on the 1:100,000 RNHD coverage.

#### Inclusion

- 1) Site accessible either by foot / boat / vehicle;
- 2) Water present within the water body at the targeted sampling location;
- 3) Water must be at least 10 cm deep at the sample point to collect samples;
- 4) For small and large lakes, the deepest point of the lake must be at least 1 m deep;
- 5) Site is a stream, canal, river, natural lake or historic, named, established impoundment (i.e., Lake Talquin). Stream or river has had water for two consecutive months, or if flooded, has recovered to in bank flow for at least one (1) week.

#### Exclusion

- 1) Small lake or large lake less than one meter deep across the entire water body.
- 2) Dry during index period, includes small lake water < 4 hectares large lake water < 10 hectares
- 3) Stream/river flow pooled and disconnected at random location
- 4) Stream/river/canal random location less than 10 cm deep
- 5) Access denied by property owner
- 6) Unable to obtain permission from owner
- 7) Flood conditions (flow out of banks) at stream/river/canal random location
- 8) Unsafe sampling conditions
- 9) Open water in lake less than 0.1 hectare
- 10) No open water available at lake sampling point
- 11) Unable to reach random location within three hours from access point



- 12) Unable to get equipment to random location (sampler cannot get necessary sampling equipment to site)
- 13) Artificially created lake other than established, named impoundments
- 14) Stormwater treatment areas
- 15) Wetlands
- 16) Roadside borrow pit
- 17) Current or historic mining operation
- 18) Stream/river artificially altered with loss of sinuosity and box cut banks (not a primary canal)
- 19) Artificial lake, lagoon, or pond used for agricultural or aquaculture operations
- 20) Established lake size is < 4 hectares, via best professional judgement, (not “dry”)
- 21) GIS coverage incorrect, waterbody not present at random location
- 22) Waterbody within DEP permitted facility boundary
- 23) Random location lies at outfall of DEP permitted facility (site lies at the outfall point of effluent entering state waters (in mixing zone ok).)
- 24) Random location falls outside reporting zone
- 25) Estuary
- 26) Changing resource type (including restoration areas) (resource type will definitely change prior to scheduled sampling. example: impoundment of a former river to form a lake.)
- 27) Stream segment is not connected to waters of the state
- 28) Drainage/irrigation ditch included in primary canal coverage

#### GROUND WATER SELECTION CRITERIA

Ground water: Although many different aquifers exist in the state, representing different geological situations, two major groups, confined and unconfined aquifers, will be sampled. For purposes of this definition, a semi-confined aquifer is considered as unconfined.

#### Inclusion

- 1) Site accessible either by foot / boat / vehicle.
- 2) Well construction information known: total depth, casing depth, casing material, well owner, screen/open hole interval, (optional) existing recent water quality data.
- 3) Well completed into proper ground water resource type (confined / unconfined). (Include method of determination for well type).
- 4) Well or facility with upgradient background well present in current list frame.
- 5) Well may have pre-sample pressure tank. However, add qualifier to comments that the well and tank have been purged per SOP protocols.

#### Exclusion

- 1) Well dry during index period (well consistently dry, purges dry or does not recover within 6 hours.)
- 2) Access denied by property/well owner
- 3) Unable to obtain permission from property/well owner
- 4) Required physical and/or geological information not available for well
- 5) Well damaged
- 6) Unsafe sampling conditions
- 7) Sampler cannot run in-place plumbing
- 8) Sample withdrawal location after filter or softener
- 9) Well nonfunctional as sampling device (well no longer serves as aquifer sampling device (i.e., destroyed).)
- 10) Cannot locate well (well cannot be found after ground truthing)
- 11) Unable to get equipment to random location
- 12) Sampler unable to get equipment into well
- 13) Well taps wrong resource
- 14) Well in zone of discharge of permitted facility
- 15) Well is not upgradient well at facility
- 16) Well falls outside of reporting unit

## RECON PROCEDURES

- 1) Review sites supplied by DEP using the OGWIS internet application.
- 2) Obtain landowner permission to recon and sample site (if necessary).
- 3) Produce maps, or sketches of site using OGWIS or other methods to accurately locate site.
- 4) If necessary, visit site to determine whether it is the correct resource type, or if there is access to allow sample collection.
- 5) Provide written description of site, and whether site is suitable for sampling (see inclusion/exclusion criteria above).
- 6) Provide items 3) – 5) to DEP Grant Manager in appropriate electronic format (paper sketch map, printout of OGWIS map or scanned JPEG-format file) for all visited sites, along with owner information (name, address, phone number).
- 7) GPS data collected during recon is unofficial and should only be used to relocate the site for sampling during the Index Period. The GPS data submitted to DEP for each sample site shall be collected, using high accuracy GPS equipment, at the time and location that the water quality sample is collected. Suggest using flagged tape or other non-destructive marker where appropriate to identify recon sites for subsequent sampling.
- 8) Large and Small Lakes: Recon fifteen (15) acceptable primary and five (5) acceptable alternate sites – locate accessible boat ramp(s). Lake sites known to be both accessible and sampleable need not be physically visited during recon.
- 9) Streams and Rivers: Recon fifteen (15) acceptable primary and five (5) acceptable alternate sites per resource. River sites known to be both accessible and sampleable need not be physically visited during recon. Stream gauge levels should be monitored, wherever possible, to determine high and/or low water levels for sampling.
- 10) Unconfined/Confined wells: Recon twenty (20) acceptable primary and ten (10) acceptable alternate sites per resource.

DEP will provide 100 plus potential sites for recon, per resource type. Sites must be reconned in the order provided until twenty (20) for surface water (15 primary, 5 alternate) or thirty (30) for ground water (20 primary, 10 alternate) sampleable sites are documented. Should fewer than twenty (20) sampleable sites be located within the 100 plus potential sites provided, contact the DEP Grant Manager to determine whether further recon will be required, and as many suitable sites as possible will subsequently be sampled.

## **TASK IV - NETWORK REFINEMENT** **Costs included in Task I**

Grantee staff will assist DEP in refinement and design of surface and ground water sampling networks. Grantee staff will acquire sampling easements as needed. DEP will procure additional gauging stations as needed. Changes to the network shall be mutually agreed upon in writing prior to implementation.

In order to maintain an up-to-date database on ground water wells that are potential candidates to be added to the DEP database (list frame), the Grantee is encouraged to submit a list of new confined and unconfined wells that have been permitted by the Grantee (or other responsible authority) on an annual basis. Wells should be submitted for the following year's list frame inclusion. Grantee staff will assist DEP staff in detecting and correcting errors or omissions in the well/station databases.

Candidate wells should meet the following minimum requirements:

- 1) Well accessible for sampling;
- 2) Well location known;
- 3) Casing material and casing depth known;
- 4) Total depth known;
- 5) Screened or open-holed interval known;

6) Well taps only one aquifer.

For a well to be included into the list frame database the following minimum information is required: station name, county, agency, USGS hydrologic unit, aquifer name (see list below), water resource (confined, unconfined), latitude, longitude, location method, locational datum, casing diameter, casing material, casing depth, total depth, and all contact information. A statement, describing why the well was selected for inclusion, should be supplied with the electronic data within the comment column for the well(s).

AQUIFER NAMES

SURFICIAL AQUIFER SYSTEM  
SAND AND GRAVEL AQUIFER  
BISCAYNE AQUIFER  
INTERMEDIATE AQUIFER SYSTEM  
FLORIDAN AQUIFER SYSTEM  
FLORIDAN AQUIFER SYSTEM, UPPER  
FLORIDAN AQUIFER SYSTEM, LOWER  
SUB-FLORIDAN CONFINING UNIT

**TASK V - DATA MANAGEMENT AND DATA INTERPRETATION**

**Costs included in Task I**

Grantee staff will use OGWIS to access sites for Status network sampling. Sites that can be sampled should be documented and updated in the OGWIS database at the conclusion of recon and sampling. Data entry and review will follow written standard operating procedures and timetables that will be presented and discussed at DEP sanctioned IWRM meetings. Field data will be submitted to DEP in approved electronic format within thirty (30) days of the end of the sampling event. A sampling project within the STATUS Network is defined as the complete sampling of a resource within one reporting unit or basin. GWTV field data should be submitted with quarterly progress reports. DEP reserves the right to require the use of DEP-supplied field data entry software if data are not submitted in DEP-approved format. The Grantee will edit provisional data supplied by DEP to the Grantee and approve final release and distribution to the public. Grantee staff will also review and edit data interpretations regarding Watershed Monitoring Program data.

**TASK VI - ATTEND PROGRAM MEETINGS AND TRAINING**

**Costs included in Task I**

One or more Grantee staff will participate in Watershed Monitoring Program meetings. Appropriate Grantee staff will participate in conference calls, and attend other meetings scheduled by DEP such as sampling courses, training workshops, or other meetings as required.

**TASK VII – REPORTS**

**Costs included in Task I**

Progress Reports and payment requests are to be submitted every three months by the Grantee to the DEP Grant Manager. Quarterly Quality Assurance Reports and field data sheets should be included with the Quarterly Progress Reports. A Final Comprehensive Report that summarizes all tasks associated with this Agreement, including sampling site updates shall be submitted no later than June 30, 2016. A Quality Assurance Project Plan is on file with the Watershed Monitoring Section, but will be updated annually to reflect changes in staff and equipment.

REPORTING REQUIREMENTS

Each Progress Report shall indicate work performed during the reporting period, number of project samples completed, work scheduled for the next reporting period, include quarterly quality assurance reports, and note problems encountered and planned solutions.

#### PAYMENTS

The Grantee shall submit a Request for Payment every three (3) months, listing the number of samples completed and recon performed, in conjunction with progress reports as required herein. A final request must be submitted no later than July 15, 2016 to assure the availability of funding for final payment.

The Department shall have fourteen (14) calendar days from receipt of a deliverable to determine satisfactory performance. If said deliverable is acceptable to the Department, the Request for payment will be processed.

#### **TASK VIII – PURCHASE EQUIPMENT Cost Reimbursement Task Not to Exceed \$4,000.00**

Itemize proposed equipment purchases under this Agreement costing \$1,000 or more below, and complete **ATTACHMENT K, Property Reporting Form**. The subsequent purchase of non-expendable equipment not listed below, costing \$1,000 or more is not authorized under this Agreement. However, the Department reserves the right to amend this Agreement to provide for equipment purchases in the event it is deemed necessary.

- 1) Two groundwater sampling pumps estimated at \$2,000 each.

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**ATTACHMENT B-2**

**SAMPLE PAYMENT REQUEST SUMMARY FORM**

(Note: This form is not required as long as all information appears on invoice.)

**Grantee:** \_\_\_\_\_

**Grantee's Grant Manager:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Payment Request No.:** \_\_\_\_\_

**DEP Agreement No.:** \_\_\_\_\_

**Date Of Request:** \_\_\_\_\_

**Performance Period:** \_\_\_\_\_

**Amount**

**Percent Matching**

**Requested:\$** \_\_\_\_\_

**Required:** \_\_\_\_\_

GRANT EXPENDITURES SUMMARY SECTION

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

CATEGORY OF EXPENDITURE	Total Contract	Completed This Quarter	AMOUNT OF THIS REQUEST
Sampling (Includes Tasks I - VII) Unit Price Per Sample: \$701.09	\$	#	\$
Equipment purchases (Task VIII)	\$	N/A	\$
<b>TOTAL Cost</b>	\$	N/A	\$
<b>Less Total Cumulative Payments of:</b>	\$	N/A	N/A
<b>Less Total This Request:</b>	\$		
<b>TOTAL REMAINING IN GRANT</b>	\$	#	N/A

**GRANTEE CERTIFICATION**

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

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

## ATTACHMENT E-2

### SPECIAL AUDIT REQUIREMENTS

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

#### MONITORING

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

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

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

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

## **PART II: STATE FUNDED**

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

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

## **PART III: OTHER AUDIT REQUIREMENTS**

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

## **PART IV: REPORT SUBMISSION**

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

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

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

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

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

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

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

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

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

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

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

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

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

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

#### **PART V: RECORD RETENTION**

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

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**EXHIBIT – 1**

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

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

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Environmental Protection Agency	66.605	Performance Partnership Grants	\$158,239.80	100027

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

<b>Total Award</b>					<b>\$158,239.80</b>	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
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  
June 11, 2015  
1:05 p.m., ET

PART I — CONSENT AGENDA

• WATER USE PERMITS

A. Permit Modification & Renewals

A-1 Applicant: Florida Department of Corrections  
App. No.: 6439-4  
Site: Santa Rosa Correctional Institute  
Use: Industrial and Agricultural Use

Authorization Statement: The District authorizes, as limited by the attached conditions, the withdrawal of 1.887 million gallons per day annual average (56.700 million gallons per month maximum) of groundwater from the Sand-and-Gravel Aquifer for industrial use; and the withdrawal of 0.013 million gallons per day annual average (1.100 million gallons per month maximum) of groundwater from the Sand-and-Gravel Aquifer for agricultural use.

Duration Recommended: 20 Years  
Staff Recommendation: Approval  
Public Comment Received: No

TAP/tp

WATER USE TECHNICAL STAFF REPORT  
28-April-2015  
APPLICATION: 6439-4

Owner: Florida Department of Corrections  
501 South Calhoun Street  
Tallahassee, FL 32399-2500  
(850) 717-3926

Applicant: Florida Department of Corrections  
501 South Calhoun Street  
Tallahassee, FL 32399-2500  
(850) 717-3926

Agent: Jeff Raley  
2015 West Unit Drive  
Sneads, FL 32460  
(850) 593-9658

Compliance  
Contact: Andres E. Kraul  
501 South Calhoun Street  
Tallahassee, FL 32399-2500  
(850) 717-3926

Project Name: Santa Rosa Correctional Institute

County: Santa Rosa

Located in WRCA: No

Located in ARC: No

Objectors: No

Authorization Statement:

The District authorizes, as limited by the attached conditions, the withdrawal of 1.887 million gallons per day annual average (56.700 million gallons per month maximum) of groundwater from the Sand-and-Gravel Aquifer for industrial use(s); and the withdrawal of 0.013 million gallons per day annual average (1.100 million gallons per month maximum) of groundwater from the Sand-and-Gravel Aquifer for agricultural use(s).

Recommendation: Approval

Reviewer: Craig Freeman

RECOMMENDED PERMIT DURATION AND COMPLIANCE REPORTING:

Staff recommends the permit expiration date be May 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)	1,900,000	1,900,000	1,900,000
Maximum Month (GAL)	57,800,000	57,800,000	57,800,000

DESCRIPTION:

The Department of Corrections (DOC) is requesting renewal of Individual Water Use Permit (IWUP) No. 6439-4 (formerly 20050001) with no changes to the average daily and maximum monthly withdrawal rates.

DOC withdraws groundwater from the Sand-and-Gravel Aquifer for industrial and agricultural uses at the Santa Rosa Correctional Institute in Santa Rosa County. The industrial use consists of a closed-loop, cooling and heating system which provides air conditioning for the facility. The agricultural use is for the irrigation of spring and fall small vegetables. The requested and recommended withdrawal amounts are considered reasonable and adequate to meet DOC's water use demands for the recommended permit duration.

Staff used the program DRAWDOWN to simulate the potential impacts to the Sand-and-Gravel Aquifer as a result of the recommended agricultural withdrawals. Drawdowns of less than a foot were simulated at distances of one-half mile and one mile from the center of pumping. These drawdowns are not anticipated to harm water resources or interfere with existing legal users. Additionally, withdrawals associated with the heating and cooling system are not anticipated to harm water resources or interfere with existing legal users as nominally 100 percent of the process water is returned to the Sand-and-Gravel Aquifer.

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 reviewed the water use permit application pursuant to the above-described requirements and has determined that the application meets the conditions for issuance of this permit.

#### 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 of water. This determination has been made according to provisions of Chapter 373, Florida Statutes, and Chapter 40A-2, Florida Administrative Code.

Staff recommends that the applicant be granted an Individual Water Use Permit for an annual average daily withdrawal of 1.887 million gallons per day annual average (56.700 million gallons per month maximum) of groundwater from the Sand-and-Gravel Aquifer for industrial use(s); and the withdrawal of 0.013 million gallons per day annual average (1.100 million gallons per month maximum) of groundwater from the Sand-and-Gravel Aquifer for agricultural use(s). Staff also recommends that the expiration date of the permit be May 1, 2035, and that the permit be conditioned as per the "Conditions for Issuance" included in Exhibit A of the permit document.

#### WITHDRAWAL FACILITY INFORMATION:

See Appendix A

#### Conditions:

1. This Permit authorizes the Permittee to make a combined average annual withdrawal of 1.887 million gallons per day annual average (56.700 million gallons per month maximum) of groundwater from the Sand-and-Gravel Aquifer for industrial use(s); and the withdrawal of 0.013 million gallons per day annual average (1.100 million gallons per month maximum) of groundwater from the Sand-and-Gravel Aquifer for agricultural use(s). The individual facilities authorized to make this combined withdrawal are shown in the table below in the following condition. The total combined amounts of water withdrawn by all facilities listed shall not exceed the amounts identified above.
2. Individual Withdrawal Facility Authorization  
  
See Appendix B
3. The Permittee shall include the Individual Water Use Permit number and the well's Florida Unique Well Identification Number (e.g., AAK2691 for SCI #1) when submitting reports or otherwise corresponding with the District.
4. The Permittee shall encourage and provide for the efficient and non-wasteful use of water, and shall implement water conservation measures, including a proactive leak detection program, designed to enhance water use efficiency and reduce water demand and water losses.
5. The Permittee shall maximize the use of reclaimed water if it is available and its use is environmentally, economically and technically feasible.

6. Heat Pump Supply Uses – The Permittee shall return nominally 100% of water withdrawn for Heat Pump Supply to the same portion of the aquifer from which it was withdrawn.
7. The Permittee, by January 31 of each year, shall submit a water use report for the previous calendar year (January – December), even if no water is used. The Permittee shall record the data required for industrial use on **Water Use Summary Reporting Form (Form 172)** and the data required for agricultural use on **Water Use/Pumpage Report Form (Form 166)**. The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to [compliance@nwfwater.com](mailto:compliance@nwfwater.com). The next report is due by January 31, 2016.
8. The Permittee shall maintain in-line, totalizing flow meters on active Sand-and-Gravel production wells (See Appendix A). The meters shall be maintained to be at least 95% accurate and any meter determined defective must be replaced within 30 days of its discovery. The Permittee, within 30 days of well completion or completion of project construction, shall provide documentation to the District that the required flow meters have been installed and report the initial meter readings.
9. The Permittee, by October 31, in year 2020, 2025, 2030, and at the time of requesting a permit modification or renewal, shall submit documentation of the flow meter calibration and accuracy rating to the District using the Flow Meter Accuracy Report Form (Form 170). The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to [compliance@nwfwater.com](mailto:compliance@nwfwater.com).
10. The Permittee, by January 31 of each year, shall submit a status report using Form 168, Annual Crop Summary Report Form. The report shall include: Type and acreage of crop(s) planted and irrigated; Type(s) of irrigation system(s); and the number of livestock being watered.
11. The Permittee shall ensure that any new irrigation system(s) purchased is/are of an efficiency rating of 90% or greater.
12. The Permittee shall mitigate any harm caused by withdrawals or diversions permitted herein on legal water uses, offsite land use, and water resources and associated environmental features which existed at the time of permit application. Mitigation may include modification of the Permittee's pumping schedule (i.e., duration, withdrawal rates, time of day, etc.), the lowering of the affected pump(s) or the replacement of the well(s) including proper plugging and abandonment of the well(s) that is replaced. The Permittee, upon receipt of an allegation of interference, shall retain the services of an appropriate licensed professional to investigate the alleged interference. The Permittee shall ensure their chosen professional investigates any alleged interference within 48 hours of the allegation being made and provides the conclusions of the investigation to the entity alleging the impact within 72 hours of the allegation being made. If it is determined that the use of a well has been impaired as a result of the Permittee's operation, the Permittee shall undertake the required mitigation. The Permittee shall be responsible for the payment of services rendered by the licensed professional. The Permittee, within 30 days of any allegation of interference, shall submit a report to the District including the date of the allegation, the name and contact information of the party making the allegation, the result of the investigation made, and any mitigation action undertaken.

Appendix A

Groundwater Withdrawal Facilities

Well No.	FLUWID	Diameter (in)	Total Depth (ft)	Cased Depth (ft)	Pump Capacity (GPM)	Status
R15	AAD3792	6	200	120	---	Abandoned
R20	AAK0331	6	200	120	---	Abandoned
R18	AAK0347	6	200	120	---	Abandoned
R23	AAK0328	6	200	120	---	Abandoned
S06	AAD3791	6	200	120	250	Active
SCI #1	AAK2691	6	185	155	300	Active
S05	AAN0995	6	200	120	250	Active
S02	AAD3788	6	200	120	250	Active
S01	AAN0993	6	185	140	250	Active
S12	AAN0995	8	190	145	250	Inactive
S08	AAN0991	6	200	120	250	Inactive
S10	AAD3756	6	200	120	250	Inactive
S13	AAD3747	6	200	120	250	Inactive
S03	AAK0394	6	200	120	250	Inactive
S09	AAD3757	6	200	120	250	Inactive
S04	AAK0395	6	200	120	250	Inactive
S11	AAN0994	8	190	145	250	Inactive
R19	AAK0332	6	200	120	---	Return
R21	AAK0330	6	200	120	---	Return
R12	AAD3755	6	185	145	---	Return
R13	AAD3773	6	185	145	---	Return
R24	AAN0996	8	212	160	---	Return
R25	AAN0997	8	212	160	---	Return
R14	AAN0992	6	185	105	---	Return
R22	AAK0329	6	200	120	---	Return



Appendix B

Facility ID #	FLUWID	Location SEC,TWN,RNG
R15	AAD3792	Sec.29,T2N,R27W
R20	AAK0331	Sec.29,T2N,R27W
R18	AAK0347	Sec.29,T2N,R27W
R23	AAK0328	Sec.29,T2N,R27W
S06	AAD3791	Sec.29,T2N,R27W
S05	AAN0995	Sec.29,T2N,R27W
SCI #1	AAK2691	Sec.29,T2N,R27W
S02	AAD3788	Sec.29,T2N,R27W
S01	AAN0993	Sec.29,T2N,R27W
S12	AAN0995	Sec.29,T2N,R27W
S08	AAN0991	Sec.29,T2N,R27W
S10	AAD3756	Sec.29,T2N,R27W
S13	AAD3747	Sec.29,T2N,R27W
S03	AAK0394	Sec.29,T2N,R27W
S09	AAD3757	Sec.29,T2N,R27W
S04	AAK0395	Sec.29,T2N,R27W
S11	AAN0994	Sec.29,T2N,R27W
R19	AAK0332	Sec.29,T2N,R27W
R21	AAK0330	Sec.29,T2N,R27W
R12	AAD3755	Sec.29,T2N,R27W
R13	AAD3773	Sec.29,T2N,R27W
R24	AAN0996	Sec.29,T2N,R27W
R25	AAN0997	Sec.29,T2N,R27W
R14	AAN0992	Sec.29,T2N,R27W
R22	AAK0329	Sec.29,T2N,R27W

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

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: May 22, 2015

SUBJECT: Consideration of Contract for Sale and Purchase of 2.6-Acre Surplus Tract;  
Econfina Creek WMA

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**Recommendation:**

Staff recommends approval of the Contract for Sale and Purchase for the sale of the 2.6-acre surplus tract off Blue Springs Road in Bay County, Florida for \$5,300, subject to the terms and conditions of the Contract. In addition, staff recommends that the Governing Board choose not to reserve the interest in the property's phosphate, minerals, metals and petroleum.

**Background:**

On February 12, 2015, the Governing Board declared the subject property located on the east side of Blue Springs Road to be surplus. Following the Governing Board's decision to surplus this tract, staff ordered the appraisal and review appraisal which have now been received and approved. Newspaper ads as required by Chapter 373.089, Florida Statutes, were published in the Panama City News Herald on May 1, 8 and 15. The information to sell this tract was also posted on the District's web site and letters were sent to all adjacent landowners on May 18, 2015.

Staff received a written offer from Mr. George Gainer for \$5,300. With the attached Contract for Sale and Purchase, staff proposes to sell the 2.6-acre tract to Mr. Gainer. The parcel is an isolated tract located on the east side of Blue Springs Road. Disposition of this tract will eliminate an isolated tract surrounded by private landowners and eliminate a management liability for the District.

**Purchase Price.** The purchase price for the sale of this tract is \$5,300.

Purchase Price Adjustment. Per the attached contract, in the event the Purchaser elects to have a survey prepared of this tract and the acreage depicted by the survey differs from the District's acreage then the Purchaser and the District agree to adjust the Purchase Price by multiplying the Acre Price by the acreage shown on the survey.

Appraisal and Review Appraisal. The District paid for the cost of the appraisal as well as the review appraisal at a combined cost of \$1,464.

Title Insurance. The District will order and pay, not to exceed \$250, for a title exam for this tract to provide to the Purchaser. This commitment will show the District has marketable title. If the Purchaser desires a title policy on this tract, it will be at the Purchaser's expense.

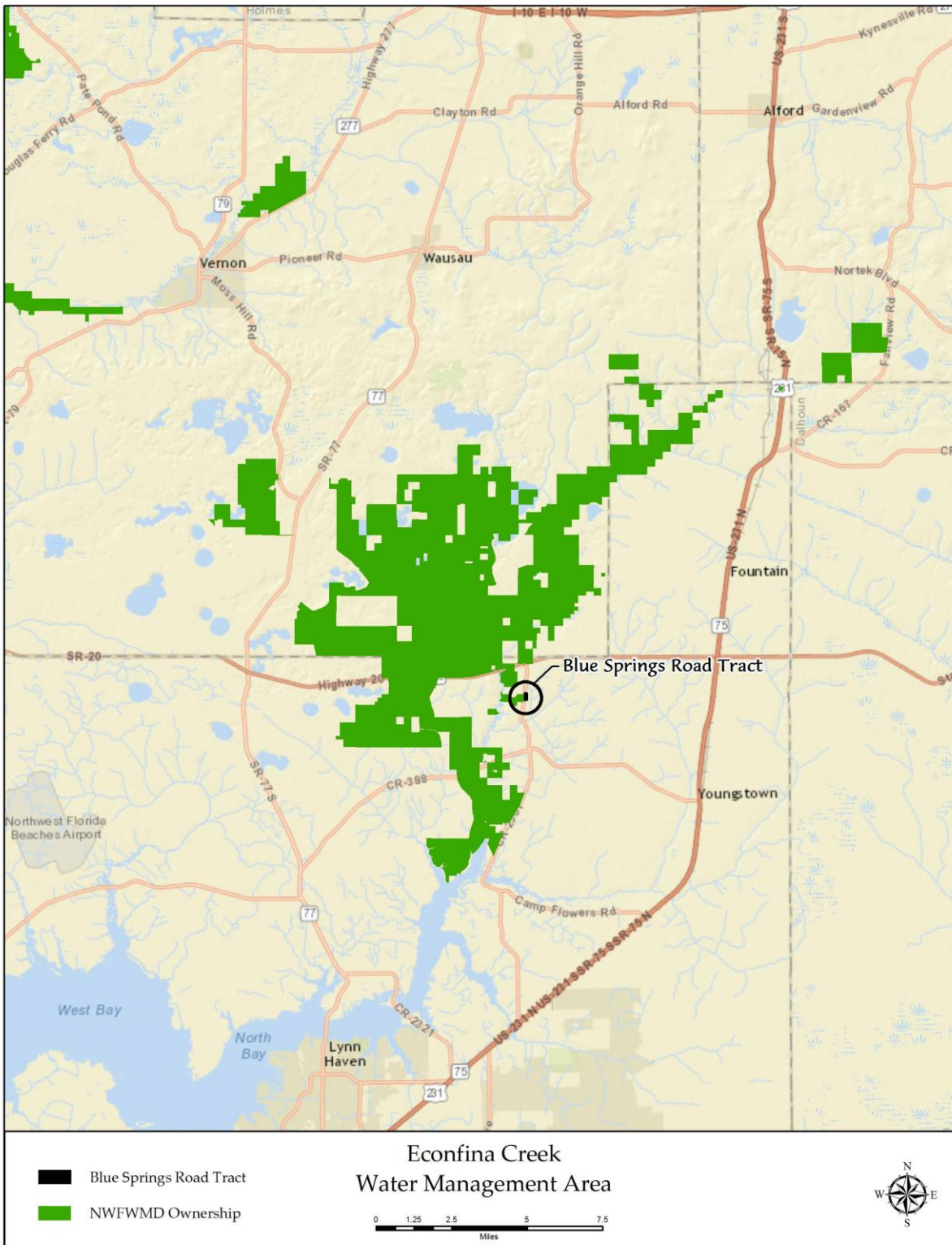
Boundary Map and Acreage Certification. This tract is approximately 2.6 acres. Per the attached contract, the District will not survey this tract prior to its sale; however, the Purchaser has the option to do so at his expense.

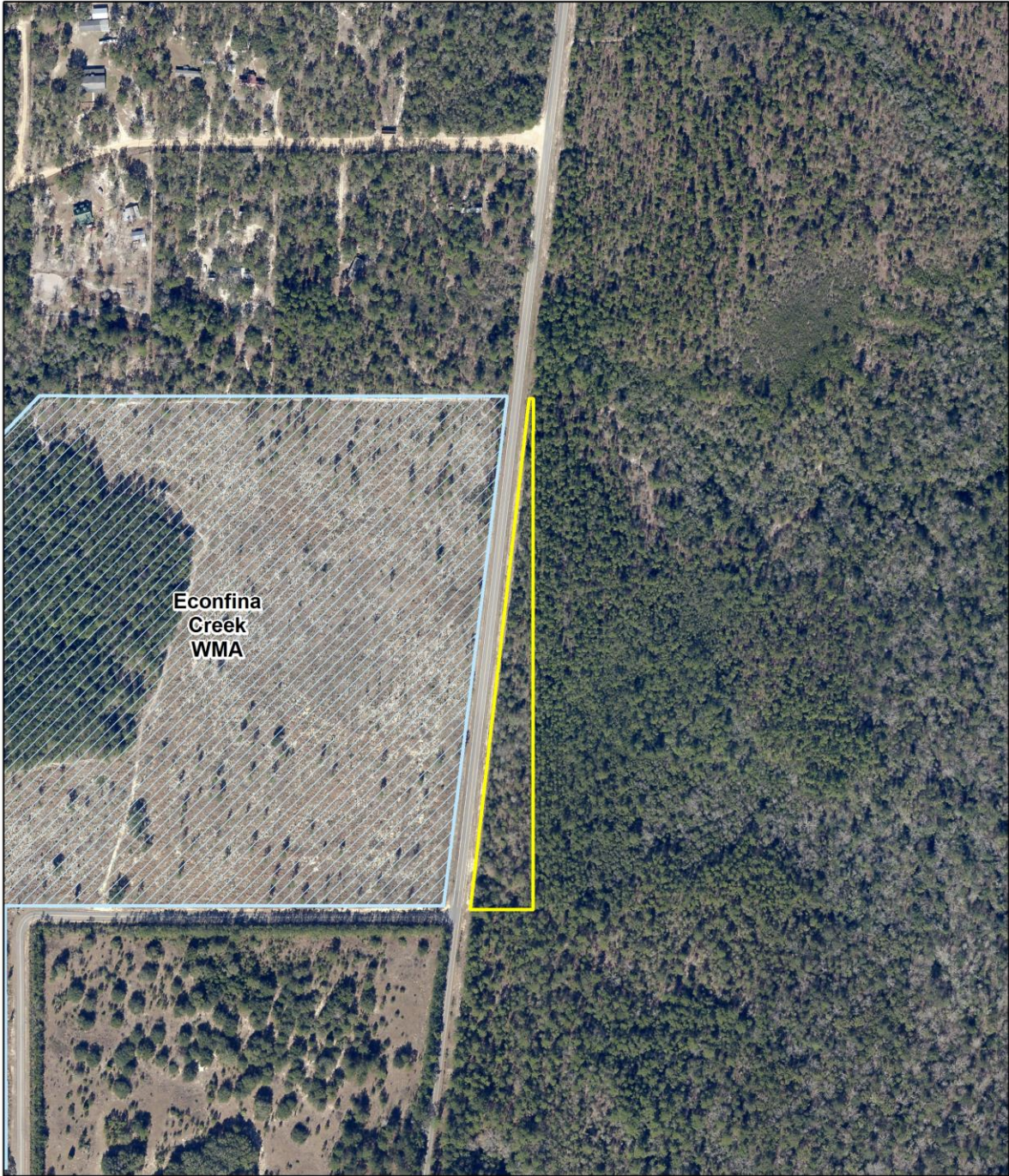
Closing Documents, Expenses, Taxes and Assessments. The closing will take place on or before June 30, 2015. The District will be responsible for submitting a Deed of Conveyance to a Private Entity. The Purchaser will pay documentary stamp taxes associated with the conveyance, the cost to record the deed, all of the Purchaser's cost in obtaining third party financing for the Purchase Price, if any, all ad valorem taxes and assessments as required by the Property Appraiser and Tax Collector for the tract and all subsequent years, and the Purchaser's attorney's fees.

Interest in Certain Minerals. Section 270.11, Florida Statutes, gives the District the option to reserve a partial interest in the property's phosphate, minerals, metals and petroleum. The District has the option to reserve, if any, an undivided three-fourths interest in all the phosphate, minerals and metals and an undivided one-half interest in all the petroleum. With the sale of this 2.6-acre surplus tract, staff is recommending that the Governing Board choose not to reserve the interest in the property's phosphate, minerals, metals and petroleum, if any. Due to the tract's small size, any potential royalties would be minimal.


/cb

Attachment(s)

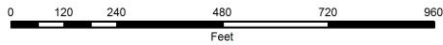




Econfina  
Creek  
WMA

 Subject Parcel:  
(2.6 acres)

Econfina Creek  
Water Management Area  
(Blue Springs Road Parcel)



**CONTRACT FOR SALE AND PURCHASE**  
**(to Private Entity)**

**THIS CONTRACT FOR SALE AND PURCHASE** (“Contract”), is made this \_\_\_\_ day of \_\_\_\_\_, 2015, between **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, Florida 32333, referred to herein as “**District**”, and **GEORGE B. GAINER**, whose address is 720 W. Beach Drive, Panama City, FL 32401, referred to herein as “**Purchaser**”.

1. **Purchase and Sale, The Property.** **District** agrees to sell and **Purchaser** agrees to purchase the real **Property** more particularly described in Exhibit A hereto, in accordance with the terms and provisions of this Contract.

2. **Interest Conveyed.** At the closing of the transaction contemplated by this Contract (the “Closing”), **District** will execute and deliver to **Purchaser** a Deed of Conveyance to a Private Entity, pursuant to Section 373.099, Florida Statutes.

3. **Purchase Price, Binder.** The purchase price for the **Property** (the “Purchase Price”) will be Five Thousand Three Hundred and no/100 Dollars (\$5,300.00). Upon execution of Contract by Purchaser, Purchaser shall remit to the Closing Agent a binder deposit in the amount of 10 percent (10%) of the purchase price (the “Binder”).

4. **Purchase Price Adjustment.** In the event the Purchaser elects to have a survey prepared of the subject **Property** and the acreage depicted by the survey differs from the **District’s** acreage then the Purchaser and **District** hereby agree to adjust the Purchase Price by multiplying the Acre Price by the acreage shown on the survey.

5. **Title Insurance.** **District** will order and pay for a title examination and commitment within fifteen (15) days of contract execution by both parties and provide to **Purchaser**; however, in the event Purchaser elects to purchase a title insurance policy, the title policy will be at the expense of the **Purchaser**. If **Purchaser** notifies **District** of any objections to title, then **District** may cure any such objection(s) on or before the date of Closing. **District** will execute such instruments as will enable the title insurer to delete the standard exceptions from the title insurance commitment referring to (a) ad valorem taxes, (b) unrecorded mechanics liens, (c) unrecorded rights or claims of persons in possession, (d) unrecorded easements or claims of easements, and (e) the matters arising between the effective date of the commitment to insure title and the recording of the **District’s** deed to **Purchaser**.

6. **Survey.** **Purchaser** may, at **Purchaser’s** expense, obtain a survey of the **Property**. **Purchaser** shall have the right to object to any matters reflected on the survey and shall give written notice of such objections to the Closing Agent within fifteen (15) days after receipt of the survey by **Purchaser**. If the **Purchaser** fails to give written notice, then **Purchaser** shall be considered to have forever waived any such objections and agrees to accept the **Property** as shown on the survey. If **Purchaser** provides written objections, the date of closing shall be extended for fifteen (15) days and the **District** shall have such time to attempt to correct the

matters on which the objection was made, but shall not have an obligation to do so. If the **District** is unable or not willing to make such corrections before the extended Closing Date, the **Purchaser** shall have the option to either: 1). Accept the **Property** as delineated on the survey and proceed with closing according to the terms of this Contract by no later than the extended Closing Date or 2). Declare the **District** is in default and seek the remedies allowed for default.

7. Environmental Matters. **Purchaser** may, at **Purchaser's** expense, order an environmental site assessment on the **Property**. **Purchaser** shall have the right to object to any matters reflected in the environmental site assessment, and shall provide written notice of such objections to the Closing Agent as well as provide a complete copy of the environmental site assessment and reference the matter to which the objection is made. If the **Purchaser** fails to have an environmental site assessment prepared on the **Property** or fails to provide written notice of any such objection(s), then **Purchaser** shall be considered to have forever waived any such objection(s) to the environmental condition of the **Property** and agrees to accept the **Property** in its current environmental condition. If **District** notifies **Purchaser** that it elects not to cure any such objection before the Closing Date, then **Purchaser** will have the option either to (a) terminate this Contract and neither party hereto will have any further rights or obligations hereunder, or (b) delete the portion of the **Property** as it may reasonably be determined to be subject to such contamination from the **Property** to be conveyed hereunder and the **Purchase Price** shall be adjusted for such reduction.

8. Closing, Documents. The Closing will take place on or before June 30, 2015, at the offices of Pennington, P.A., 215 South Monroe Street, Tallahassee, Florida 32301 (the "Closing Agent"), at 2:00 p.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Contract have been met, even if earlier than June 30, 2015. The closing date may be extended by notice from **Purchaser** for objections to title, survey, environmental site assessment, or any other documents required to be provided or completed and executed by **District**.

**District** will be responsible for submitting a Deed of Conveyance to a Private Entity. The cost of document preparation shall be borne by **Purchaser**.

9. Expenses, Taxes and Assessments. **Purchaser** will pay documentary revenue stamp taxes associated with the conveyance of the **Property**, the cost to record the deed of conveyance, all of **Purchaser's** cost in obtaining third party financing for the Purchase Price, if any, all ad valorem taxes and assessments as required by the Property Appraiser and Tax Collector for Okaloosa County on the **Property** and all subsequent years, and **Purchaser's** attorney's fees. **District** will pay for its own attorney's fees.

10. Due Diligence of Investigation: The **Purchaser** shall have until no later than fifteen (15) days after contract execution within which to conduct all due diligence investigations that **Purchaser** may deem appropriate to determine that the **Property** is suitable for **Purchaser's** purposes. If the **Purchaser** gives the **District** and the Closing Agent written notice within the above time frame, that in the **Purchaser's** sole judgment the **Property** is not suitable for the **Purchaser's** purposes, for any or no reason, the **Purchaser** shall have the right to cancel and terminate this Contract and be released from any further obligations hereunder. Upon receiving

such timely, written notice, the Closing Agent, shall distribute the Binder by paying the Binder to the **Purchaser**.

11. Inspection, Possession. **District** agrees that after the date of this Contract, **Purchaser** shall have the right, upon reasonable prior notice to **District**, to enter the **Property** for all lawful purposes permitted under this Contract. **Purchaser** shall be responsible for any damage or liability caused by such inspections and investigations and shall hold harmless and indemnify the **District** for the same. This right will end upon termination of this Contract.

12. Remedies for Default. Notwithstanding anything else herein to the contrary, the parties; sole and exclusive remedies for default of any of the terms of this Contract shall be as follows:

a. For a default raised prior to the closing of this transaction:

1. Should the **District** default on any terms of this Contract, then the **Purchaser** shall be entitled to either: a). specific performance (except specific performance is not available as a remedy for failure to cure title, survey problems or environmental matters), or b). cancel this Contract and receive a refund of the Binder, in which event both parties shall be relieved of all further obligations to the other.

2. Should the **Purchaser** default on any terms of this Contract, then the **District** may cancel this Contract and receive the Binder (as liquidated damages because actual damages would be difficult to estimate), in which event both parties will be relieved of all further obligations to the other.

b. For default raised (regardless of when it was discovered or occurred) after the closing of this transaction, the Buyer shall have no remedy against the **District**. The **Purchaser's** remedies shall be limited to those remedies it may have against 1). the title insurance company issuing the title commitment and the resulting title insurance policy, 2). the surveyor who prepared the survey, and 3). the entity who prepared the **Purchaser's** environmental site assessment, if any.

13. Assignment. This Contract may be assigned by **Purchaser** provided that neither the **Purchaser** nor the Binder is thereby released. **Purchaser** may not assign this Contract without prior written consent of the **District**.

14. Successors in Interest, References. Upon **Purchaser's** execution of this Contract, **Purchaser's** legal representatives, heirs, beneficiaries, successors and assigns will be bound by it. Upon approval of this Contract by the Governing Board of the **District**, **District** and its successors and assigns will also be bound by it.

Whenever used in this Contract the singular shall include the plural, and one gender shall include all genders.

15. Time. Time is of the essence with regard to all dates and times set forth in this Contract.



16. Severability. In the event any of the provisions of this Contract are deemed to be unenforceable, the enforceability of the remaining provisions of the Contract shall not be affected.

17. Waiver. Any failure by the **District** to insist upon strict performance of any provision, covenant or condition of the Contract by the other party hereto, or to exercise any right contained in this Contract, will not be construed as a waiver or relinquishment for the future of any such provision, covenant, condition or right; and such provision, covenant, condition or right shall remain in full force and effect.

18. Effective Date. This Contract, and any modification or amendment thereof, will be effective upon execution by the **District's** Governing Board.

19. Addendum, Exhibits. Any addendum attached to this Contract that is signed by all the parties will be deemed to be a part of this Contract. All Exhibits attached to this Contract and referenced in this Contract will be considered part of this Contract.

20. Notices to Parties. Whenever either party desires or is required to give notice to the other party it must be given in writing, and either delivered personally, or by mail, facsimile transmission or overnight courier to the address of that party set forth below, or to such other address as is designated in writing by a party to this Contract:

**DISTRICT:** Northwest Florida Water Management District  
81 Water Management Drive  
Havana, Florida 32333-4712  
Attn: Division of Land Management and Acquisition

**PURCHASER:** George B. Gainer  
720 W. Beach Drive  
Panama City, Florida 32401

**District's** representative in matters relating to this Contract will be the Division of Land Management and Acquisition, a Division of the **District**. The effective date of any notice will be the date delivered personally, the date of mailing, facsimile transmission, or placement with an overnight courier, as the case may be.

21. Further Assurances. The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Contract.

22. Casualty Loss. In the event any portion of the timber or improvements located on the **Property**, if any, are damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to the Closing Date, to an extent greater than One Thousand and No/100 (\$1,000) Dollars in value, then the **Purchaser** shall have the option of either: 1). Accepting the condition of the **Property** and closing this transaction according to the terms of this Contract, or 2). Declaring the **District** in default and seeking the remedies allowed for default hereunder.

23. Personal Property: Neither this Contract nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to the **Property**.

24. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

25. Escrow: The Closing Agent is authorized by the **District** and the **Purchaser** to receive the Binder and deposit the same into its trust account and hold the Binder in such trust account and disburse the Binder (subject to the clearance of funds) from its trust account in accordance with the terms of this Contract or pursuant to written instructions executed by both the **District** and the **Purchaser**. At closing, the Closing Agent shall remit the Binder to the **District** and the **Purchaser** shall receive a credit against the Purchase Price in the amount of the Binder.

In the event that the Closing Agent receives a written claim of default by either party against the other or fails to receive written consent from both the **Purchaser** and the **District** regarding disposition of the Binder, the Closing Agent shall be authorized to file an action in interpleader to determine the party entitled to the Binder and that party not entitled to the Binder, as determined by such proceeding, shall indemnify the other party for all legal fees, cost and expenses associated with such proceeding. All costs and a reasonable attorneys fee incurred by the Closing Agent shall be deducted from the Binder. The Closing Agent may act in reliance upon any facsimile, writing, instrument or signature that in good faith believes to be genuine and may assume that any person purporting to give any writing notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.

26. Non-Merger Clause. The terms of this Contract shall survive the closing.

27. Venue and Jurisdiction of Litigation. The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this Contract and/or any interpleader action concerning the Binder shall be the Circuit Court or the County Court in and for Leon County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Northern District of Florida, Tallahassee Division.

28. Waiver of Jury Trial. The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Contract or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.

29. No Waiver of Sovereign Immunity. Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the **District's** sovereign immunity and/or the protections given the **District** under Section 768.28, Florida Statutes.

30. No Third Party Beneficiaries. The provisions of this Contract are for the sole and exclusive benefit of the **District** and the **Purchaser**. No provision of this Contract will be

deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this Contract.

31. Incorporation of Relevant Provisions of Law. The parties understand that, compliance with the relevant provisions of law governing the **District's** authority to sell real property, including without limitation Sections 373.089 and 373.099, Florida Statutes, is a condition precedent to the **District's** obligations hereunder. Should the **District** fail to comply with all of these legal requirements through inadvertence, oversight or otherwise, the parties agree to extend the Closing Date a reasonable amount of time to allow compliance with the same.

32. Amendment, Revocation or Abandonment of This Contract. This Contract may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this Contract.

33. Interest in Certain Minerals: Notice is given that by the operation of Section 270.11, Florida Statutes, a partial interest in the **Property's** phosphate, minerals, metals and petroleum may be reserved to the **District**. Such statute provides, among other things, that the maximum interest which is reserved by operation of the statute in any one conveyance is an undivided three-fourths interest in all the phosphate, minerals, and metals and an undivided one-half interest in all the petroleum. The **District** has chosen and hereby chooses not to reserve the interest in the **Property's** phosphate, minerals, metals and petroleum which would otherwise be reserved to the **District** by the operation of Section 270.11, Florida Statutes, if any.

34. Contract not to be Construed Against Either Party. This Contract is the product of negotiation between the parties, thus the terms of this Contract shall not be construed against either party as the drafter.

35. Condition of Property. Except for the representations expressly set forth in this Contract, the **District** is selling the **Property** "as is, where is", and the **District** does not make and has not made any representations as to the condition or use of the **Property**. Further the **District** does not and has not authorized anyone else to make any representations as to the condition or use of the **Property**. Specifically, and without limitation by enumeration, no representations have been made concerning:

- a. The condition of title to the **Property**;
- b. The accuracy of the legal description of the **Property** used in the deed of conveyance;
- c. The number of acres contained in the **Property**;
- d. The environmental condition of the **Property**;
- e. The amount and value of the timber on the **Property**, if any;
- f. The fitness of the **Property** for any particular use;

g. Whether the **Purchaser** will be allowed to use the **Property** in any particular way under the applicable laws, rules and regulations;

h. The accuracy or completeness of any reports, studies, assessments, appraisals, timber cruises or other information concerning the **Property**, which the **District** may have provided to the **Purchaser**;

i. **Purchaser** has approved an appraisal review as to such appraisal;

As between the **District** and the **Purchaser**, all risk that any of the above matters may not be as expected by the **Purchaser**, is on the **Purchaser**.

36. Required Statutory Notices. The following notices are given as required by law:

**Coastal Erosion Notice.** The property being purchased may be subject to coastal erosion and to Federal, State or Local Regulations that govern coastal property, including the delineation of the Coastal Construction Control Line, rigid coastal protection Structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the property being purchased.

**Property Tax Disclosure Summary.** Buyer should not rely on the Sellers current property taxes as the amount of property taxes that the Purchaser may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information.

**Radon Gas Notice.** Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

**Lead Based Paint Hazard.** Every Purchaser of any interest in real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Purchaser with information on lead based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead based paint hazards. A risk assessment or inspection for possible lead based paint hazards is recommended prior to purchase.

37. Entire Contract. This Contract contains the entire Contract and understanding between the parties pertaining to its subject matter, and supersedes all prior and contemporaneous Contracts, representations, and understandings of the parties. No supplement, modification or amendment to this Contract will be binding unless executed in writing by the parties.

38. Miscellaneous. This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

39. Contract Contingent on Governing Board Approval. Notwithstanding anything else herein to the contrary, this Contract shall not be binding on any party and shall have no effect unless and until this Contract is fully executed and approved by written resolution of the Governing Board of the **District**.

**The District may terminate this Contract at any time prior to Closing.**

**THIS CONTRACT** is hereby executed and entered into by **Purchaser** and **District**, as of the effective date:

**PURCHASER:**

\_\_\_\_\_  
**George B. Gainer**

**DISTRICT:**

**NORTHWEST FLORIDA  
WATER MANAGEMENT  
DISTRICT**

By: \_\_\_\_\_  
Print Name: George Roberts  
Its: Chairman

**EXHIBIT A**

Legal Description

A parcel of land lying in Section 10, Township 1 South, Range 13 West, Bay County, Florida and being more particularly described as follows:

The SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 10, Township 1 South, Range 13 West, Bay County, Florida, lying east of Blue Springs Road.

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: June 3, 2015

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