

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
Guy Gowens, Assistant Executive Director
Wendy Dugan, Division of Administration Director

FROM: Bill Hunkapiller, Chief, Information Technology Bureau

DATE: August 20, 2015

SUBJECT: Consideration of Fiscal Year 2015-2016 Tyler Technologies Support Agreement

Recommendation

Staff recommends that the Governing Board approve the sole source purchase of annual support and licensing for Tyler Technologies Munis support: Invoice 045-141455 in the amount of \$50,309.48; Invoice 045-141454 in the amount of \$2,700.00; and Invoice 045-141723 in the amount of \$12,125.70 for a grand total of \$65,135.18

Background

The District utilizes a system called Munis from Tyler Technologies for accounting, budget, general ledger, accounts payable, accounts receivable, employee self-service, project accounting, purchase orders, requisitions, administrative reporting, and other core business functions. This support also includes disaster recovery and business continuity of the Munis system through Tyler Technologies.

Munis system was created and is owned by Tyler Technologies there are no other organizations than can provide annual support and licensing for this solution. Tyler Technologies is the sole source vendor for this purchase.

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, Division of Administration Director

DATE: August 26, 2015

SUBJECT: Consideration of Resolution No. 802 Amending the Fiscal Year
2014-2015 Budget - Amendment No. 10 - Realignment of Budget

Recommendation

Staff recommends that the Governing Board adopt Resolution No. 802 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. 10 to the Fiscal Year (FY) 2014-2015 Budget realigns 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:

- \$308,187 in personnel budget transfers across programs and projects to accurately reflect where staff time is being charged:
 - \$174,238 for Division of Resource Management
 - \$130,949 for Division of Lands Management
 - \$3,000 for Division of Regulatory Services.

- \$75,000 in contractual service and operating expense transfers within the Division of Regulatory Services to provide:
 - \$71,400 for legal review of Consumptive Use Permitting rule changes related to the statewide effort to increase regulatory consistency among all districts, and legal costs relating to the District’s ongoing effort to increase compliance and continue enforcement of District rules.
 - \$3,600 for Crestview Field Office’s janitorial service expenses.
- \$51,256 in contractual service transfers within the Information Systems Bureau to cover costs related to data integration, specifically geospatial data and advanced reporting between the District and St. Johns Water Management District.
- \$17,000 for legal counsel services in District Management and Administration, of which \$2,000 is a transfer from within this program and the remainder is from the facility renovation budget.
- \$5,470 for District-provided clothing/uniform expenses, redistributing the original lump sum budget from the Division of Administration to Divisions.
- \$1,200 in legal counsel services transfers across Water Resources Planning and Monitoring activities.
- \$1,000 for monthly security services via a transfer from operating expenses to contractual services within the Facilities budget.
- \$153,534 in overhead transfers to comply with the Federal Office of Management and Budget’s indirect cost requirements, whereby the District’s Outreach Program must be excluded from the District’s indirect costs.

Summary of Fund Impact:

<u>Fund Source</u>	<u>Increase</u>	<u>Decrease</u>	<u>Impact</u>
General Fund	32,170	(74,568)	(42,398)
Projects Fund	176,898	(142,735)	34,163
Mitigation Fund	0	(32,861)	(32,861)
Lands Management Fund	136,218	0	136,218
Regulation Fund	113,827	(208,949)	(95,122)
	<u>459,113</u>	<u>(459,113)</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. 802

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 Northwest Florida Water Management District, that:

The Budget is hereby amended as summarized in the memorandum dated August 26, 2015, requesting Amendment No. 10 to the Fiscal Year 2014-2015 budget. Amendment No. 10 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.

PASSED AND ADOPTED this 10th day of September, 2015, A.D.

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

George Roberts, Chair

ATTEST:

John W. Alter, Secretary-Treasurer

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

TED EVERETT
Chipley

NICK PATRONIS
Panama City Beach

BO SPRING
Port St. Joe

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Wendy Dugan, Division of Administration Director

DATE: August 26, 2015

SUBJECT: Consideration of Resolution No. 803 Committing Fiscal Year 2014-2015 Fund Balances as Required By GASB Statement No. 54

Recommendation

Staff recommends the Governing Board adopt Resolution No. 803 to commit fund balances for Fiscal Year 2014-2015 as follows:

- Commit \$15,564,765 of the General Fund Balance for Water Supply Development Assistance Grants;
- Commit \$3,380,172 of the General Fund Balance for an Economic Stabilization Fund;
- Commit the total ending fund balance in the Lands Management Fund for land management of District-owned lands; and
- Commit the total ending fund balance in the Capital Improvement & Land Acquisition Fund for land acquisition and capital construction and improvement on District-owned lands.

Background

Beginning with the Fiscal Year 2010-2011 financial statements, the District adopted the Governmental Accounting Standards Board (GASB) Statement No. 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*. GASB 54 establishes classifications to which government entities report their fund balances.

Under GASB 54, the Board is required to commit fund balances prior to September 30 each year.

Fund balances are reported under a hierarchy of five classifications:

- Non-spendable – Represents assets that are nonliquid (such as inventory) or legally or contractually required to be maintained intact (such as the principal amount of an endowment).
- Restricted – When constraints are placed on the use of resources for a specific purpose by enabling legislation (legally enforceable), external parties or constitutional provisions.
- Committed – When constraints are created by the governing body on how it will spend its resources. These are enacted via legislation or resolution by the Board and are in place as of the end of the fiscal period. The restraints remain binding until rescinded or changed by the same method the constraints were created.
- Assigned – Designation of amounts by either the governing body or staff (if authorized) to be used for a specific purpose narrower than the purpose of the fund. Only used for General Fund reserves.
- Unassigned – The excess of total ending fund balance not otherwise restricted. Only the General Fund has an unassigned category since money remaining in any other fund is automatically designated or assigned to the purpose of the fund.

The District accounts for all financial resources through a General Fund, the District's primary operating fund, and four Special Revenue Funds and a Capital Projects Fund used to account for revenue sources that are limited to expenditures for specific purposes. Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specific purposes other than debt service or capital projects. If the balance of a Special Revenue Fund is not formally restricted or committed by fiscal year end, then it must be reported as part of the General Fund for year-end audited financial statement purposes. A Capital Projects Fund is used to account for and report financial resources that are restricted, committed, or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Special Revenue Funds include these four funds:

- Regulation Fund - Provides for all regulatory permitting, licensing and enforcement activities including the Environmental Resource Permitting Program, which is statutorily required to be funded by the State. (Fund balance is restricted.)
- Special Projects Fund –
 - Accounts for all resource management projects and activities funded through dedicated revenue sources from grants and contracts with state, federal or local government entities or water utility authorities. Revenues are provided from the Florida Department of Transportation (DOT), Florida Department of Environmental Protection (DEP), Federal Emergency Management Agency (FEMA), Land Acquisition Trust Fund and local government sources.
 - Accounts for revenue and expenditure of state and local funds legally restricted for restoration and preservation of surface waters under the Surface Water Improvement and Management (SWIM) Act. Revenues are primarily provided by State appropriation from the Ecosystem Management Trust Fund and Land Acquisition Trust Fund.

- Lands Management Fund - Accounts for activities associated with the management, improvement and maintenance of District-owned lands. State appropriations from the Water Management Lands Trust Fund (terminated in FY 2015-2016) have historically provided the primary funding source for the District's land management activities. Current funding is from timber sales and use of fund balance.
- Mitigation Fund - Accounts for all District mitigation projects and activities funded primarily through the DOT. As part of their surface water management programs, the districts administer the DOT stormwater management program. Expenditures include land acquisitions, restorations, monitoring and other water resource related activities. (Fund balance is restricted.)

Capital Projects Funds include this one fund:

Capital Improvement & Land Acquisition Fund - Accounts for the acquisition of fixed assets and construction of major capital projects. The District uses the Capital Improvement & Land Acquisition Fund for all land acquisitions and capital construction and improvements.



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. 803

COMMITTING FUND BALANCE RESERVES FOR FISCAL YEAR 2014-2015 AS REQUIRED BY GASB Statement No. 54

WHEREAS, the 2014-2015 fiscal year of the Northwest Florida Water Management District extends from October 1, 2014, through September 30, 2015; and

WHEREAS, the Governmental Accounting Standards Board (GASB) has adopted Statement No. 54 (GASB 54), a standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010; and

WHEREAS, the Northwest Florida Water Management District implemented GASB 54 requirements, to apply to its financial statements beginning with the October 1, 2010, through September 30, 2011 fiscal year and prior to the end of each fiscal year thereafter; and

WHEREAS, the Northwest Florida Water Management District implemented a fund balance policy beginning in Fiscal Year 2010-2011, amended in Fiscal Year 2011-2012, which follows:

Fund balance measures the net financial resources available to finance expenditures of future periods.

The District's General Fund Balance will be Committed and Assigned to provide the District with sufficient working capital and a margin of safety to address unanticipated needs and emergencies without borrowing. The General Fund Balance may only be appropriated, by the Governing Board, by Resolution adopting a budget or amendment to the Adopted Budget.

Fund Balances of the District may be committed for a specific source by Resolution of the Governing Board. Amendments or modifications of the committed fund balance must also be approved by the Governing Board by rescinding the Resolution or adopting a new Resolution.

When it is appropriate for fund balances to be assigned, the Board will assign funds or delegate authority to the Executive Director.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

NOW THEREFORE BE IT RESOLVED, by the Governing Board of the Northwest Florida Water Management District that fund balances will be committed for Fiscal Year 2014-2015 as follows:

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

TED EVERETT
Chipley

NICK PATRONIS
Panama City Beach

BO SPRING
Port St. Joe

Commit \$15,564,765 of the General Fund Balance for Water Supply Development Assistance Grants.

Commit \$3,380,172 of the General Fund Balance for an Economic Stabilization Fund.

Commit the total ending fund balance in the Lands Management Fund for land management of District-owned lands.

Commit the total ending fund balance in the Capital Improvement & Land Acquisition Fund for land acquisition and capital construction and improvement on District-owned lands.

PASSED AND ADOPTED this 10th day of September, 2015, A.D.

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

George Roberts, Chair

ATTEST:

John W. Alter, Secretary-Treasurer

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Wendy Dugan, Division of Administration Director

DATE: August 26, 2015

SUBJECT: Consideration of Resolution No. 804 Adopting a District Employee Bonus Plan Policy

Recommendation

Staff recommends the Governing Board adopt Resolution No. 804 to approve the provision of an annual bonus plan for employees and direct and delegate authority to the Executive Director to incorporate into the District's internal policies and procedures manual the scheme by which an annual bonus will be implemented, pursuant to the provisions of s. 215.425, F.S.

Staff further recommends that, due to contingency of funding, changes in law, and necessary operational adjustments as identified by the Executive Director which may warrant a change to the manual's evaluation and bonus processes, the Governing Board should authorize the Executive Director to make exceptions to the manual and implement changes in accordance with Florida statutes.

Background

Although the District implemented a bonus plan in Fiscal Years 2013-2014 and 2014-2015, the timing of notifying employees of the bonus did not comply with s. 215.425(3)(c), F.S. In addition, the District's internal policies and procedures manual in place during these two fiscal years stated, "the Governing Board may, by Board Resolution, provide for an extra compensation program, including a lump-sum payment program, to reward outstanding employees..." however, no Board Resolution was in place.

RESOLUTION NO. 804

EMPLOYEE BONUS PLAN POLICY

WHEREAS, the Governing Board supports recognizing and rewarding performance of District employees; and

WHEREAS, Section 215.425, Florida Statutes, allows for a bonus plan through a resolution or policy that: (1) is based on work performance, (2) includes a performance standards and evaluation process by which a bonus will be awarded, (3) provides employee notification of the plan prior to the evaluation period on which a bonus will be based, and (4) considers all employees; and

NOW THEREFORE BE IT RESOLVED, that the Governing Board of the Northwest Florida Water Management District hereby approves the provision of an annual bonus plan for employees and direct and delegate authority to the Executive Director to incorporate into the District's internal policies and procedures the scheme by which an annual bonus will be implemented, pursuant to the provisions of s. 215.425, F.S.

BE IT FURTHER RESOLVED that due to contingency of funding, changes in law, and operational adjustments as identified by the Executive Director which may warrant a change to the manual's evaluation and bonus processes, the Governing Board authorizes the Executive Director to make exceptions to the manual and implement changes in accordance with Florida statutes.

PASSED AND ADOPTED this 10th day of September, 2015, A.D.

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

George Roberts, Chair

ATTEST:

John W. Alter, Secretary-Treasurer

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director
Nick Wooten, Director - Resource Management Division
Wendy Dugan, Director – Administration Division

FROM: Kathleen Coates, Chief – Bureau of Water Resource Evaluation

DATE: August 21, 2015

SUBJECT: Consideration of Fiscal Year 2015-2016 Contractual Services to Support Minimum Flows and Levels

Recommendation

Staff recommends that the Governing Board authorize the Executive Director to spend up to \$1,213,200 for contractual services for data collection, modeling, analysis, and other activities to support the development of minimum flows and levels in FY 2015-2016.

Background

Section 373.042(1), Florida Statutes, requires each water management district to develop minimum flows and levels (MFLs) for specific waterbodies within their jurisdiction. The minimum flow or level for a given waterbody is the limit at which further withdrawals will be significantly harmful to the water resources or ecology of the area. The Districts annually submit to FDEP an MFL Priority List that identifies the waterbodies for which MFLs will be set and a schedule for their establishment. The multi-year process required to establish MFLs involves data collection, technical assessments, peer review, public involvement, and rule-making activities.

FY 2014-2015 Accomplishments

District staff is working concurrently on five MFL waterbodies: St. Marks River Rise, Wakulla Spring, Sally Ward Spring, Jackson Blue Spring, and the coastal Floridan Aquifer in Planning Region II (Okaloosa, Santa Rosa, and Walton counties). During FY 2014-2015, the construction of 14 monitor wells was completed to provide enhanced data collection in the Wakulla Spring and St. Marks River Rise groundwater contribution zones. Data loggers were installed in the wells and water level monitoring is ongoing. The District contracted with the U.S. Geological Survey (USGS) to monitor aquifer water levels in the Georgia portion of the groundwater contribution zones. A conceptual groundwater flow model is being developed.

The USGS is also monitoring surface water flows and levels at five new sites in the vicinity of Wakulla Spring, including swallets that provide direct recharge to the aquifer system.

Specialized water quality data instruments known as “sondes” were purchased and installed at seven sites to gain a better understanding of the factors contributing to water clarity and nutrient loading at Wakulla Spring. Field work was recently initiated to collect data on in-stream habitats, floodplain elevations, soils, and vegetation communities along the St. Marks and Wakulla rivers. The technical assessments for the St. Marks River Rise MFL are on schedule to be completed in 2018, with the technical assessments for Wakulla Spring and Sally Ward Spring completed in 2020.

The Jackson Blue Spring MFL was initiated in 2014, two years earlier than initially scheduled. A Work Plan that outlines a detailed scope of work and schedule for the technical assessment was completed in June 2015. Additional surface water monitoring of upstream and downstream stage in Merritt’s Mill Pond was also initiated. Sites for new monitor wells have been selected and staff is requesting site access from property owners.

In FY 2014-2015, a Work Plan was completed for the coastal Floridan aquifer in Planning Region II. The District has contracted with a consultant team to update and recalibrate a regional groundwater flow model that encompasses the study area. Bid specifications are nearly complete for six deep coastal Floridan aquifer monitor wells and associated aquifer performance test monitor wells. Thirteen existing wells are being assessed to determine their suitability for enhanced water quality monitoring.

Activities Planned for FY 2015-2016

During FY 2015-2016, ecological modeling of in-stream habitats will be performed for the St. Marks River Rise and Wakulla Spring. Work will begin on the development of a regional groundwater flow model. Work will also be initiated to develop surface water models of the St. Marks and Wakulla rivers. Data collection activities by District staff, the USGS, and others will continue to provide information needed to calibrate the hydrologic models. Additional planned data collection includes water quality data for the estuarine portion of the St. Marks River and temperature data for the Wakulla River.

Near Jackson Blue Spring, a 450-ft deep core will be completed to gain a better understanding of the hydrogeologic and aquifer properties near the spring vent. Following the coring, up to ten new surficial and Floridan aquifer monitor wells will be constructed in the vicinity of the spring groundwater contribution zone. Water level data subsequently collected from the wells will be used to calibrate a groundwater flow model. Ecological and floodplain transect data will also be collected along Merritt’s Mill Pond and Spring Creek to support the future development of surface water and ecological models.

To support development of MFLs for the coastal Floridan aquifer in Planning Region II, up to six new monitor wells will be constructed, tested, and instrumented to monitor water quality. Enhanced water quality monitoring will also be initiated at up to 20 additional existing wells. The regional groundwater flow model is anticipated to be completed in spring of 2016. Analysis of long-term trends in coastal water quality will also be performed.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director
Nick Wooten, Director - Resource Management Division
Wendy Dugan, Director – Administration Division

FROM: Kathleen Coates, Chief – Bureau of Water Resource Evaluation

DATE: August 21, 2015

SUBJECT: Consideration of Request for Proposal 15-003 for Water Resource Evaluation Services

Recommendation

Staff recommends the Governing Board approve the selection committees’ results provided in Table 1 and authorize the Executive Director to execute agreements with the highest ranked firms to provide as-needed water resources evaluation services in each of the following categories: (1) hydrologic and water quality data collection; (2) ecologic assessment; (3) modeling and analysis of freshwater and estuarine systems, (4) groundwater flow and transport modeling, and (5) hydrogeologic services.

Background

On July 28, 2015, the District received proposals from 26 firms in response to the District’s Request for Proposals (RFP 15-003) for “Water Resource Evaluation Services.” This RFP was issued to provide technical services in five categories to support the development of Minimum Flows and Levels (MFLs), data collection, and other water resource program areas. Several firms submitted proposals for more than one category, with a total of 54 proposals received among the five categories.

The proposals for each category were evaluated by a selection committee using predefined criteria. The five committees’ scores are provided below in Table 1. Several firms were among the highest ranked in more than one category resulting in a total of 13 firms recommended for contracts across the five categories. The contract template has been reviewed by the Division of Administration and legal counsel. Work under each contract will be assigned on a task order basis.

**Table 1 - Consultant Selection Scores- RFP 15-003
(*Highest Ranked Firms)**

Hydrologic and Water Quality Data Collection

Firm	Total Score	Highest Ranked
*Amec Foster Wheeler	302	1
*Cardno	302	2
*Vanassie Hangen Brustlin Inc.	290	3
*Jim Stidham & Associates, Inc.	279	4
Environmental Consulting & Technology, Inc.	264	-
NorthStar Contracting Group, Inc.	234	-
Florida Environmental & Land Services, Inc.	233	-
The Phoenix Environmental Group, Inc.	211	-

Ecological Assessment

Firm	Total Score	Highest Ranked
*Cardno	320	1
*Research Planning, Inc.	315	2
*Ecological Resource Consultants, Inc.	311	3
Frydenborg EcoLogic LLC	297	-
Amec Foster Wheeler	296	-
Environmental Consulting & Technology, Inc.	294	-
Florida Environmental & Land Services, Inc.	290	-
HSW Engineering, Inc.	288	-
Scheda Ecological Associates, Inc.	287	-
Atkins North America, Inc.	282	-
Janicki Environmental, Inc.	282	-
Vanassie Hangen Brustlin, Inc.	275	-
The Phoenix Environmental Group, Inc.	271	-
Tetra Tech, Inc.	260	-
NorthStar Contracting Group, Inc.	257	-
Normandeau Associates, Inc.	251	-

Modeling and Analysis of Freshwater and Estuarine Systems

Firm	Total Score	Highest Ranked
*Janicki Environmental, Inc.	312	1
*HSW Engineering, Inc.	306	2
*Applied Technology & Management, Inc.	302	3
*INTERA Incorporated	301	4
Amec Foster Wheeler	297	-
Atkins North America, Inc.	277	-
Interflow Engineering, Inc.	277	-
Environmental Consulting & Technology, Inc.	266	-
Tetra Tech, Inc.	265	-
Cardno	264	-
Taylor Engineering, Inc.	240	-
GeoSyntec Consultants	235	-
GIT Consulting LLC	201	-

Groundwater Flow and Transport Modeling

Firm	Total Score	Highest Ranked
*Tetra Tech, Inc.	302	1
*INTERA Incorporated	301	2
*Cardno	280	3
*Interflow Engineering LLC	279	4
Geosyntec Consultants	269	-
Leggette, Brashers & Graham, Inc.	249	-
Earthfx, Inc.	220	-
NorthStar Contracting Group, Inc.	192	-
GIT Consulting LLC	183	-

Hydrogeologic Services

Firm	Total Score	Highest Ranked
*Cardno	327	1
*Atkins North America, Inc.	298	2
*Tetra Tech, Inc.	283	3
*Jim Stidham & Associates, Inc.	282	4
Geosyntec Consultants	273	-
HSW Engineering, Inc.	256	-
NorthStar Contracting Group, Inc.	256	-
Leggette, Brashears & Graham, Inc.	250	-
The Phoenix Environmental Group, Inc.	205	-
D2 Hydrogeologic LLC	190	-

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

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

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

DATE: August 25, 2015

SUBJECT: Consideration of Fiscal Year 2015-2016 Ecological Services Support for Regional Wetland Mitigation

Recommendation

Staff recommends the Governing Board authorize the Executive Director to spend up to \$110,000 for contractual ecological services for Fiscal Year 2015-2016, contingent upon approval of the District's FY 2015-2016 budget.

Discussion

The District contracts with private companies to work with staff to ensure timely and effective management of the District's regional wetland mitigation program. Pursuant to section 373.4137, Florida Statutes (F.S.), the District implements a regional wetland mitigation program to support the Florida Department of Transportation (FDOT). The District provides mitigation options to FDOT for meeting federal and state permit requirements when private wetland mitigation banks are not available to provide mitigation to offset impacts caused by new transportation projects. Approximately two-thirds of the District's jurisdiction is presently outside the service area of any private mitigation bank. The District's program includes the Sand Hill Lakes Mitigation Bank, seven other major mitigation project sites, and other mitigation projects tied to past FDOT projects and/or minor permits.

Each of the District's mitigation projects are designed to meet specific permit requirements for wetland restoration and enhancement, as well as for annual monitoring to ensure and document success. Ecological services over the next year will include biological data collection, invasive plant control and eradication, and other habitat management services as needed to support wetland restoration projects and approved mitigation plans. During the coming year, it is expected that such activities will be particularly focused on the Dutex and Yellow River Ranch mitigation sites within Escambia and Santa Rosa counties, as well as within the Sand Hill Lakes Mitigation Bank in Washington County. For FY 2015-2016, expenditures for ecological services, as described above, are not anticipated to exceed \$110,000.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director
Nick Wooten, Director - Resource Management Division

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

DATE: August 26, 2015

SUBJECT: Consideration of Joint Funding Agreement with the U.S. Geological Survey for Surface Water Monitoring

Recommendation:

Staff recommends approval of the joint funding agreement (JFA) for \$148,180 with the USGS for continuation of stage and discharge monitoring at Telogia Creek, Apalachicola River at Sumatra, Apalachicola River at Chattahoochee, Yellow River at SR87, and Spring Creek. The agreement also funds the continuation of stage and discharge data collection at five new sites in support of the District's MFL programs at Wakulla Spring and St. Marks River Rise.

Discussion:

The District has participated in a cooperative water resource investigation program with the U.S. Geological Survey (USGS) for the past 39 years. All five Water Management Districts contract with the USGS for data collection services. The program provides valuable water resource information and enables the District to maintain cooperating agency status with the USGS, which provides the District access to maps, records, reports and computer databases maintained by the USGS.

This joint funding agreement provides funding for the operation of continuous discharge and stage at ten stations. The stations are operated by the USGS with data updated in real-time at the USGS website. The Telogia Creek station provides valuable data for resource management and consumptive use regulation. Two stations on the Apalachicola River and one Yellow River site provide data for flood warning and resource management. The Spring Creek, Fisher Creek, Black Creek, St. Marks River Sink and two Lost Creek stations provide valuable information for resource management and the Wakulla Spring and St. Marks Rise Minimum Flows and Levels program.

In addition to the USGS and the District, the cost for operating the Spring Creek gauge, is shared with the Department of Environmental Protection (FDEP), and the City of Tallahassee. The agreement includes \$148,180 in District funding for Fiscal Year 2015-2016. The USGS is providing matching funds in the amount of \$106,910 to cover the total operational cost of the network and FDEP is providing \$14,020 for the Spring Creek station. The City's share for Spring Creek (\$14,020) is paid through a District/City monitoring agreement and is included in the \$148,180 funding from the District. The total cost for this monitoring network is \$269,110.

**U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY**

Customer #: 6000001073
Agreement #: 16ESFL000017
Project#:
TIN #: 59-1530621
FixedCost
Agreement YES

JOINT FUNDING AGREEMENT

FOR

CARIBBEAN-FLORIDA WATER SCIENCE CENTER

THIS AGREEMENT is entered into as of the 1st day of October, 2015, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the collection of hydrologic data, as exhibited in attachment , "Proposed 2015 Water Year Cooperative Streamflow Program, USGS and NFWFMD," herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00

(a) by the party of the first part during the period

Amount	Date	to	Date
\$82,910.00	October 1, 2015		September 30, 2016

(b) by the party of the second part during the period

Amount	Date	to	Date
\$148,180.00	October 1, 2015		September 30, 2016

USGS DUNS #137783937

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey
United States
Department of the Interior**

**Northwest Florida Water
Management District**

USGS Point of Contact

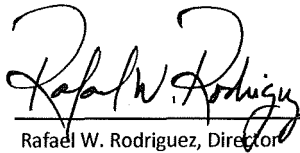
Customer Point of Contact

Name: Ronald Knapp
 Address: 239 North Monroe Street, Suite A-200
 Tallahassee, Florida 32303
 Telephone: (850)553-3675
 Email: rgknapp@usgs.gov

Name: Kristopher Barrios
 Address: 81 Water Management Drive
 Havana, Florida 32333
 Telephone: (850) 539-5999, Ext. 223
 Email: kristopher.barrios@nwfwdm.state.fl.us

Signatures and Date

Signature:

 7/29/18

Date:

Signature:

Date:

Name:

Rafael W. Rodriguez, Director

Name:

Title:

USGS Caribbean-Florida Water Science Center

Title:

Proposed 2015 Water Year Cooperative Streamflow Program,
 USGS and NWFV MD Period of Performance: October 1, 2015 to
 September 30, 2016

Northwest Florida Water
 Management District

STATION NUMBER	STATION NAME	SW	QW	TOTAL	USGS Cost	NWFWMMD Cost
02326993	Fisher Creek nr Spring Hill, discharge	15500		15500	5000	10500
02326993	Fisher Creek nr Spring Hill, K&T		7650	7650	2400	5250
02326993	Fisher Creek nr Spring Hill, FDOM	0	8800	8800	2800	6000
02327031	Spring Creek near Spring Creek, FL*	19540	0	19540	7410	12130
02327031	Spring Creek (Rain Gage)*	1000	0	1000		1000
02327031	Spring Creek (Wind Speed and Direction)*	2400	0	2400		2400
02327031	Spring Creek (Specific Conductant and Temp)*	0	5100	5100		5100
02327033	Lost Creek at Arran. discharge	15500		15500	5000	10500
02327033	Lost Creek at Arran. K&T		7650	7650	2400	5250
02327033	Lost Creek at Arran. FDOM	0	8800	8800	2800	6000
02327038	Lost Creek near Crawfordville	15500	0	15500	5000	10500
02326995	Black Creek near Hilliardville, discharge	15500		15500	5000	10500
02326995	Black Creek near Hilliardville, K& T		7650	7650	2400	5250
02326995	Black Creek near Hilliardville FDOM	0	8800	8800	2800	6000
02326885	St. Marks River Swallet, near Woodville	23100	0	23100	8400	14700
02330100	Telogia Creek near Bristol, FL	15500	0	15500	5000	10500
02358000	Apalachicola River at Chattahoochee, FL	15500	0	15500	5000	10500
02358000	Apalachicola River at Chattahoochee, FL (tbrg)	1500	0	1500		1500
02359170	Apalachicola River near Sumatra, FL (index-velocity)	29300	0	29300	10750	18550
02369600	Yellow River near Milton, FL	29300	0	29300	10750	18550
02369600	Yellow River near Milton, FL (tbrg)	1500	0	1500		1500
	*FDEP cost shares 1/3	200640	54450	255090	82910	172180
		Surface Water	Water Quality	Total	82910	
				2016	2016	
	Totals	200,640	54,450	255,090		
	Northwest Florida WY.ID	140,740	31,440	148,180		
	Credit from 2015		24,000			
	FDEP 1/3 of Spring Creek	11,470	2,550	14,020		
	USGS COOP Support	59,900	23,010	82,910		
	Unmatched	80,840	8,430	89,270		

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

THROUGH: Brett J. Cyphers, Executive Director
Guy Gowens, Assistant Executive Director
Nick Wooten, Director, Division of Resource Management
Kris Barrios, Chief, Bureau of Hydrology and Engineering

FROM: Edward Chelette, Program Manager, Hydrologic Data Services Section

DATE: August 26, 2015

SUBJECT: Consideration for Approval of Continued Participation in the FDEP Surface Water Temporal Variance Network

Recommendation

Staff recommends that the Governing Board authorize the Executive Director to execute a contract with the FDEP for the District's continued participation in the water quality sampling program for the Surface Water Temporal Variability Network (SWTV). The District will be reimbursed for an amount not to exceed \$115,000.00 on a fee schedule/cost basis. The contract period will be from October 1, 2015, through September 30, 2016.

Background

The District has participated in an ambient surface water quality assessment program for the past 23 years with FDEP. The purpose of the program is to provide surface water quality data for assessment of long-term water quality trends on major streams and rivers in the District. The data is used by DEP and the District to develop management strategies that will improve surface water quality and minimize negative impacts on surface water resources. The funds for the program are provided by a grant from the U.S. Environmental Protection Agency to DEP for the purpose of monitoring and improving surface water quality throughout the State of Florida.

The revenue for this program for Fiscal Year 2015-2016 is based on a fee/reimbursement schedule not to exceed \$115,000.00. Water quality samples will be collected monthly from 26 stream and river sites. Stream Condition Index biological habitat samples will be collected biannually from 24 stream and river sites. All laboratory analytical costs will be paid for by FDEP.

DEP AGREEMENT NO. G####

**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"), a local governmental entity, to provide funding for sampling for the Surface Water Temporal Variability Network.

WHEREAS, the Department has received Clean Water Act Section 604(b) grant funds (CFDA 66.454) from the U.S. Environmental Protection Agency (EPA) for surface water programs in the State of Florida; 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 "Grantee" and "Recipient" are used interchangeably.
2. This Agreement shall begin upon execution by both parties and shall remain in effect until September 30, 2016, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after October 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 the EPA 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 a fee schedule/cost reimbursement basis in an amount not to exceed \$115,000.00 toward the total project cost described in Attachment A, Grant Work Plan.
 - B. The Grantee shall be compensated on a fee schedule/cost reimbursement 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). 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 October 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, 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.

Organization Type	Applicable Cost Principles
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.

H. The table below identifies the funding supporting this Agreement and EPA Grants providing the funds:

EPA Award Number	CFDA	Program Title	Funding Amount
TBD	66.454	Water Quality Management Planning	\$115,000.00
Total Funding			\$115,000.00

- I. The federal funds awarded under this Agreement must comply with The Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.
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 during the reporting period, 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 fourteen (14) 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 payment request form (see paragraph 3.B).
 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 (check with GM for correct title of 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. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
 - A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
 - B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
 - C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

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

9. 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.
 - 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.
10.
 - 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 (5) 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 (5) years following final disposition.

11. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment E, Special Audit Requirements, attached hereto and made a part hereof. Exhibit 1 to Attachment E summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment E. 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, 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.

12. 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 F, Global Positioning System (GPS) Standards), and be provided in Department-specified format. 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 G, Required Electronic Format.
- B. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. 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.
- 13.
- 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 H, 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 I, "Lobbying and Litigation Certificate" to the Department within ninety (90) days following the completion of the Agreement period.
14. 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, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
15. 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.

16. 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 Section	
2600 Blair Stone Road, MS# 3525	
Tallahassee, Florida 32399-2400	
Telephone No.:	(850) 245-8514
Fax No.:	(850) 245-7571
E-mail Address:	Thomas.seal@dep.state.fl.us

17. 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 District	
Havana, Florida 32333	
Telephone No.:	(850) 539-5999
Fax No.:	(850) 539-2777
E-mail Address:	Edward.Chelette@nfwwater.com

18. 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 its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

19. A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$100,000 each occurrence and \$300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.

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

\$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Liability Coverage

- C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.
(NOTE: Certificates of Insurance showing coverage of Worker's Compensation, Commercial, General Liability and Auto Limits must be submitted PRIOR to execution of Agreement)
20. 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.
21. 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 J, 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.
22. All reports produced and other data gathered by the Grantee for the purpose of this Agreement shall become the joint property of the Department 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 Department.
23. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
24. 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.
25. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.
26. 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.
27. 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.
28. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in Attachment K, Contract Provisions, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in Attachment L, Regulations, attached hereto and made a part hereof, shall apply to this Agreement.
29. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
30. 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.

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 Water Resource
Management or designee

Date: _____

Date: _____

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 Agreement:

Specify Letter/ Type	Number	Description (include number of pages)
Attachment	<u>A</u>	<u>Grant Work Plan (5 Pages)</u>
Attachment	<u>B</u>	<u>Sample Payment Request Summary Form (1 Page)</u>
Attachment	<u>C</u>	<u>MBE/WBE Procurement Reporting Form and Instructions (3 Pages)</u>
Attachment	<u>D</u>	<u>Sample Progress Reporting Form (1 Page)</u>
Attachment	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
Attachment	<u>F</u>	<u>Global Positioning System (GPS) Standards (4 Pages)</u>
Attachment	<u>G</u>	<u>Required Electronic Format (3 Pages)</u>
Attachment	<u>H</u>	<u>Disclosure of Lobbying Activities (2 Pages)</u>
Attachment	<u>I</u>	<u>Lobbying and Litigation Certificate (1 Page)</u>
Attachment	<u>J</u>	<u>Property Reporting Form (1 Page)</u>
Attachment	<u>K</u>	<u>Contract Provisions (4 Pages)</u>
Attachment	<u>L</u>	<u>Regulations (1 Page)</u>
Attachment	<u>M</u>	<u>Instructions for Sample Shipmnet (1 Page)</u>

ATTACHMENT A

GRANT WORK PLAN SERVICE PERIOD (10/1/15 TO 9/30/16)

The Department of Environmental Protection (DEP) has requested the assistance of the Northwest Florida Water Management District (NFWFMD) in collecting and interpreting surface water quality data from rivers, streams and lakes within the boundaries of the NFWFMD, 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 and approved subcontracting agencies and entities who will be conducting water quality sampling under this agreement shall follow procedures and methods specified in the DEP “*Status and Temporal Variability Monitoring Networks Sampling Manual*” and for Stream Condition Index sampling and Habitat Assessments they shall follow the procedures and methods specified in the Department SOPs FT3001, FT3100, and FS7420 found on the Department website (<http://www.dep.state.fl.us/labs/qa/sops.htm>). The sampling manual can be found at <http://www.dep.state.fl.us/water/monitoring/docs/SamplingManual.pdf>. For purposes of this Agreement, all sample analysis will be performed by the DEP Central Laboratory under separate agreement with the Department’s Watershed Monitoring Section. Data from DEP Central Laboratory will be sent to the Grantee within the reasonable timeframe. The Grantee’s database manager will perform QA/QC on both lab and field data, and send an approval to DEP for data loading into STORET and other databases.

STORET

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 G. This format will assist the Department in the preparation of data, collected under this Agreement, for entry into STORET using a computer conversion program. The Department will be responsible for assuring that data collected under this agreement is entered into the STORET system, and verification of the 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 (1) [two (2) 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 USGS sampling course or the DEP Sampling Techniques Workshop within the past five (5) years.

AGREEMENT TASKS

The Grantee shall collect surface water quality samples for the Watershed Monitoring Program within the boundaries of the NFWFMD. This Grant Work Plan will cover the sampling period from October 1,

2015 to September 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 – SWTV SAMPLE COLLECTION
October 1, 2015 to September 30, 2016
Fee Schedule Task Cost: \$110,500.00
(\$260.00 per sample not to exceed \$110,500.00)

Grantee staff will collect an estimated 425 surface water quality samples from the Surface Water Temporal Variability (SWTV) Network, and forward to DEP designated lab(s) for analysis. This estimate includes:

- Approximately 314 SWTV samples (26 sites sampled monthly, one site biannually) from designated river and stream sites within the water management district. **EXHIBIT 1** contains the SWTV sampling station list.
- Approximately 63 QA samples.
- 48 Stream Condition Index Benthic Macroinvertebrate samples.
- Completion of 48 Habitat Assessment, Rapid Periphyton and Linear Vegetation Surveys

Sample collection includes:

- On-site analysis for field analytes and field reference samples;
- Measurement of sample location using differentially-correcting Global Positioning System (DGPS) technology. DGPS units will be provided by DEP if necessary. All DGPS data must meet or exceed DEP protocols for accuracy (Attachment F), and be provided in DEP-specified electronic format (see Attachment G);
- For SWTV sites, locate a reference station at each sampling location with DGPS. The reference station should be a permanent landmark located as close to the actual sampling point as possible. All present and future sampling locations should be reported relative (distance/azimuth) to this reference station.
- Physical site data, in electronic format using DEP-specified software. This includes land ownership, depiction of actual sample location relative to GPS measurement point (if offset required), digital photographs, and any additional pertinent information which may potentially affect water quality. Provide sketch maps depicting site location and directions (sketch maps can be submitted on paper or scanned electronically in JPEG format).
- Stage height at time of sampling. Measurements of surface water elevation can be obtained from staff gages, continuous recording gages, wire weight gages, or tape down measurements or any existing USGS gaging stations located in close proximity (within 5 river miles) to the sampling sites.

Samples shall be collected for all indicators identified in EXHIBIT 2. Samples should be collected monthly at 25 – 35 day intervals. All samples shall be shipped in accordance with Attachment M, *Instructions for Sample Shipments*.

Field audits shall be performed in accordance with the *Status and Temporal Variability Monitoring Networks Sampling Manual*.

TASK II - DATA MANAGEMENT AND DATA INTERPRETATION

October 1, 2015 to September 30, 2016

Task Cost: Included in unit cost for Task I

Grantee staff will edit data supplied to the Grantee and approve distribution to the public via GWIS (Generalized Water Information System) updates via <http://gwis.dep.state.fl.us/>. Data review will follow written standard operating procedures located at <http://water.dep.state.fl.us/status>, and timetables in the *Sampling Manual*. Data review will occur for water and biological samples collected from October 1, 2015 to September 30, 2016. Field data will be submitted to DEP in approved electronic format (**Attachment G**) within 15-30 days of the end of the sampling event. DEP reserves the right to require the use of DEP-supplied field data entry software if data is not submitted in DEP-approved format. Grantee staff will also review and edit data interpretations regarding Watershed Monitoring Program data. Updates to station information will be provided to DEP as necessary.

TASK III - ATTEND PROGRAM MEETINGS

October 1, 2015 to September 30, 2016

Task Cost: Included in unit cost for Task I

One (1) or more Grantee staff will attend up to two (2) Watershed Monitoring Program meetings. Each of these meetings will last approximately three (3) days. Appropriate Grantee staff will attend up to two (2) other meetings scheduled by DEP such as sampling courses, training workshops, or other meetings as required.

TASK IV - PURCHASE EQUIPMENT

October 1, 2015 to September 30, 2016

Cost Reimbursement Task Cost Not to Exceed: \$3,000

Grantee staff will itemize proposed equipment purchases under this Agreement costing \$1,000 or more below, and complete Attachment J. 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) Van Dorn type sample bottle(s) estimated \$1,500
- 2) YSI Multi-Meter Sonde (partial) estimated \$3,000

TASK V - REPORTS

October 1, 2015 to September 30, 2016

Task Cost: Included in unit cost for Task I

Progress Reports and Payment Requests are to be submitted every three (3) months by the Grantee to DEP. 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 September 30, 2014. Results from quality assurance activities (ATTACHMENT I) are to be included in the above reports as specified. 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, and include quarterly quality assurance reports, problems encountered and planned solutions.

PAYMENTS

The Grantee shall submit a Payment Request every three (3) months, listing the number of samples completed, in conjunction with progress reports as required herein. A final Payment Request must be submitted no later than October 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 Payment Request shall be processed for payment with the processing time beginning on the date the Department approved the deliverables submitted by the Grantee.

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EXHIBIT 1: SURFACE WATER TEMPORAL VARIABILITY (TV) FIXED SITES*Northwest Florida Water Management District area:*

USGS ID NO	SITE DESCRIPTION	COUNTY	LAT	LONG	CONTINUOUS GAGE? AND PERIOD OF RECORD
<u>MONTHLY STATE LINE SITES:</u>					
02376293	BRUSHY CREEK AT NOKOMIS ROAD	ESCAMBIA	305845	873142	USGS (1938-P)
02375500	ESCAMBIA RIVER NEAR CENTURY	ESCAMBIA	305754	871403	USGS (1935-P)
02367900	YELLOW RIVER AT SR 2 EAST OF OAK GROVE	OKALOOSA	305530	863335	USGS (1998-P)
02365200	CHOCTAWHATCHEE RIVER NEAR PITTMAN	HOLMES	305659	855035	USGS (1976-81;1997-P)
NW12	COWARTS CREEK AT SR 2	JACKSON	305652	851530	<i>no</i>
02358000	APALACHICOLA RIVER AT U.S. 90	JACKSON	304203	845133	USGS (1928-P)
02328522	OCHLOCKONEE RIVER AT SR 12	LEON	304009	841819	USGS (1998-P)
<u>MONTHLY LOWER BASIN SITES:</u>					
02376500	PERDIDO RIVER AT BARRINEAU PARK	ESCAMBIA	304125	872625	USGS (1941-P)
02376033	ESCAMBIA RIVER AT SR 184	ESCAMBIA	304012	871600	USGS (1960-94;1997-P)
NW29	EAST BAY RIVER AT SR 87	SANTA ROSA	302627	865200	<i>no</i>
02369600	YELLOW RIVER AT SR 87	SANTA ROSA	303415	865535	USGS (2001-P)
NW31	ALAQUA CREEK AT NELSON ROAD	WALTON	304010	861113	<i>no</i>
02366500	CHOCTAWHATCHEE RIVER NEAR BRUCE	WALTON	302703	855354	USGS (1931-P)
02359500	ECONFINA CREEK AT SR 388	BAY	302304	853324	USGS (1936-P)
02359000	CHIPOLA RIVER AT SR 71	CALHOUN	301712	850844	NWFWMD (2013-P)
02359170	APALACHICOLA RIVER NEAR SUMATRA	LIBERTY	295657	850056	USGS (1977-P)
02330400	NEW RIVER AT OWENS BRIDGE	LIBERTY	300211	845027	USGS (1997-P)
02330150	OCHLOCKONEE RIVER AT SMITH CREEK	WAKULLA	301035	844006	USGS (1997-P)
02326900	ST. MARKS RIVER AT NEWPORT	WAKULLA	301600	840900	USGS (1956-90;1997-P)
02370000	BLACKWATER RIVER AT SR 4 NEAR BAKER	OKALOOSA	305000	864402	USGS (1950-92;1997-P)
02365470	WRIGHTS CREEK	HOLMES	305100	854550	USGS (1998-P)
02370500	BIG COLDWATER CREEK	SANTA ROSA	304200	865500	USGS (1938-P)
02330100	TELOGIA CREEK AT SR 20	LIBERTY	302535	845540	USGS (1950-P)
02376115	ELEVENMILE CREEK NEAR WEST PENSACOLA	ESCAMBIA	302953	872009	USGS (1988-P)
02327022	WAKULLA RIVER NEAR CRAWFORDVILLE, FL	WAKULLA	301249	841542	USGS (2004-P)
NW556	WAKULLA RIVER AT WAKULLA SPRING	WAKULLA	301409	841805	NWFWMD (1997-P)
<u>BIANNUAL LOWER BASIN SITES:</u>					
NW98	WAKULLA RIVER AT FPS BOAT TRAM	WAKULLA	301402	841740	NWFWMD (1987-P)

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EXHIBIT 2:

FY 2013-2014 DEP SURFACE WATER TEMPORAL VARIABILITY NETWORK ANALYTE LIST

INDICATOR	ANALYSIS METHOD
Calcium	T
Magnesium	T
Sodium	T
Potassium	T
Chloride	T
Sulfate	T
Fluoride	T
Alkalinity	T
Nitrate + Nitrite	T
Ammonia	T
Kjeldahl Nitrogen	T
Phosphorous	T
Ortho-Phosphate	D
Specific Conductance (Lab)	D
Total Organic Carbon	T
Total Dissolved Solids	T
Total Suspended Solids	T
Turbidity	T
Color	T
Fecal Coliform	T
<i>E. coli</i>	T
Enterococci	T
Chlorophyll-A	T
Water Temperature	X
pH	X
Specific Conductance/Salinity	X
Dissolved Oxygen	X
Secchi Depth	X
Total Depth	X
Sample Depth	X
Biological Community (SCI) 2/yr/site	X
Habitat Assessment Survey 2/yr/site	X
Rapid Periphyton Survey 2/yr/site	X
Linear Vegetation Survey 2/yr/site	X
T = Total sample, D = dissolved sample X = other sample or measurement 2015-2016 SWTV Analytes	

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ATTACHMENT B

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 Requested: \$ _____

Percent Matching 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, II, III & V) Unit Price Per Sample: <u>\$260.00</u>	\$	#	\$
Equipment purchases (Task IV)	\$	N/A	\$
TOTAL Cost	\$	N/A	\$
Less Total Cumulative Payments of:	\$	N/A	N/A
Less Total This Request:	\$		
TOTAL REMAINING IN GRANT	\$	#	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 C
MBE/WBE PROCUREMENT REPORTING FORM**

Grantee's Name: _____

1. EPA Financial Assistance Agreement Number: _____

2. Reporting (Performance) Period: _____

3. Business Enterprise		4. \$ Value of Procurement	5. Date of Award MM/DD/YY	6. Type of Product or Services (Enter Code)	7. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Minority (MBE)	Women (WBE)				

Type of product or service codes:

1 = Construction

2 = Supplies

3 = Services

4 = Equipment

Instructions:

A. General Instructions:

MBE/WBE utilization is based on Executive Orders 11625, 12138, 12432, P.L. 102-389 and EPA Regulations Part 30 and 31. EPA Form 5700-52A must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

B. Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A *contract* is a written agreement between Grantee and any lower tier agreement (also considered “subcontracts”) for equipment, services, supplies, or construction necessary to complete the project. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A *minority business enterprise* (MBE) is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A *woman business enterprise* (WBE) is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

The following affirmative steps for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Include of MBEs/WBEs on solicitation lists.
2. Assure that MBEs/WBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum MBE/WBE participation, where feasible.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.

5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.
6. Require that each party to a subgrant, subagreement, or contract award take the affirmative steps outlined here.

A separate report must be submitted for each funding source under this Agreement.

For each MBE/WBE procurement made under this Agreement during the reporting period, provide the following information:

1. Enter the Grantee agency name.
2. The EPA Financial Assistance Agreement Number is located in this Agreement.
3. The Reporting (Performance) Period should be the same Performance Period shown on the Payment Request Summary Form that is being submitted with this Report.
4. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The Grantee may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**
5. Dollar value of procurement.
6. Date of award, shown as month, day, and year. Date of award is defined as the last date of execution, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of execution. **(Where direct purchasing is the procurement method, the date of execution is the date the purchase was made)**
7. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc).
8. Name, address, and telephone number of MBE/WBE firm.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30 and 31); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

ATTACHMENT D

SAMPLE PROGRESS REPORTING FORM

(Note: This Form is not required as long as all information appears in Progress Report.)

DEP Agreement No.:	G###		
Grantee Name:	Northwest Florida Water Management District		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Quarterly Reporting Period:			
DEP Project Number and Title:			
Grantee Project No:			
Report #:			
<p>By TASK provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period, any anticipated delays, explanation of cost overruns or high unit costs. If goals were not met, provide reasons why.) List and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links, etc.)</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. G0373 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager

Date

ATTACHMENTE

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

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

Audit Director

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

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

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

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

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

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

Audit Director

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

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

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

Audit Director

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

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

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

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

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

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

PART V: RECORD RETENTION

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

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EXHIBIT – 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Environmental Protection Agency	66.454	Water Quality Management Planning	\$115,000.00	140076

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

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

Total Award				\$115,000.00	
-------------	--	--	--	--------------	--

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

ATTACHMENT F

GLOBAL POSITIONING SYSTEM (GPS) STANDARDS*

Introduction

In 1995, the DEP Division of Water Facilities purchased 22 Trimble GPS units at a cost of over \$11,000 each. These units are capable of collecting data in several different ways that produce different levels of accuracy. GPS locational data has also been collected using other brands and models of GPS units. Simply stating that locational data was collected with a GPS unit does not give the user enough information to use the data to its fullest potential. It has become apparent that consistency is needed and it would be desirable to develop some standards for the use of GPS equipment to maintain the utility of any data collected. As the technology progresses, highly accurate data is becoming easier to achieve. As more local governments obtain parcel maps, the need for our data to be accurate increases. There is a wide variety of GPS activities in the Department, therefore according to the Department GPS Standards, each program is required to adopt specific operational procedures.

The following operational procedures have been adopted by the DEP Division of Water Facilities. These procedures were developed by a committee, composed of representatives from each of the Bureaus, which included a wide variety of users of both GPS data and the GPS equipment.

This document refers to GPS locational data only.

Definition of terms:

Resultant Accuracy-the accuracy of a position, line or area feature that includes a combination of error caused by GPS data collection, human error, and error introduced by datum conversion (X percentage of time the position is within Y meters of truth).

PDOP- Position Dilution of Precision, refers to a measure of the geometry of the satellites in the sky. A low PDOP means that the satellites are oriented in such a way to give you a good (accurate) position.

* Condensed from the DEP Division of Water Facilities' *Global Positioning System Standards* document

GPS- Global Positioning System, refers to method of obtaining accurate latitude and longitude information using Department of Defense Satellites.

GPS Locational Data- Data that was collected using a GPS unit, specified with a minimum accuracy of 12.2 meters for the purposes of this document (5.0 meters for data collected for the Ambient Monitoring Program).

GIS- Geographic Information Systems; refers to a variety of software and hardware that have the ability to display, store, analyze and output geographically referenced spatial data.

Point feature- Anything that can be represented as a point on a map, e.g., well, valve, manhole covers.

Line feature- Anything that can be represented as a line on a map, e.g., roads, pipes, boundaries.

Area feature- Anything that can be represented as a polygon with area on a map, e.g., wetlands, ponds, buildings.

Requirements:

Accuracy Standards

The accuracy standard for GPS data collection for the Ambient Monitoring Program shall be 5 meters.

Methodology/Equipment

Recognizing that these accuracy standards can be met using different equipment, there is no standard make or model of GPS equipment that must be used. However, several requirements for equipment must be followed:

- 1) Real-time collection method, being more cost and time effective, shall be used whenever possible. Post processing of GPS data is acceptable when signal deficiencies prohibit real time differential correction. As technology improves, other methods may be assessed and added to this document.¹
- 2) The GPS receiver used shall have a minimum of eight channels.
- 3) The Division reserves the authority to test the validity of accuracy of all GPS equipment used to collect GPS locational data for the Division.
- 4) Every effort shall be made to use the GPS equipment to its fullest capability where feasible.
- 5) All equipment shall have: a signal to noise ratio filter, PDOP filter, Elevation mask filter, and shall be able to average the required minimum number of positions to create a point feature.

Collecting point features

There are three different ways to collect the data necessary to describe a point feature:

- 1) Data collected at the location;
- 2) Data collected off of the location, adjusted for offset;
- 3) Data collected off of the location, not adjusted for offset (not to exceed program specified limits).

Offsets in Point features:

Offsets should only be considered when collecting data that is further than 5 meters from the actual feature. Offsets shall be made using a tape measure and compass, keeping in mind that compass accuracy is dependent on large metal objects and power lines. A maximum distance of 25 meters should not be exceeded without the use of additional equipment such as an inclinometer, laser or optical range finder. Vertical distance measurements and or inclination may be estimated when offset is under 25 meters. All horizontal distances shall be measured.

All offset measurements with electronic devices must be made twice. This only takes seconds and provides an acceptable basis of comparison or error check. Laser or optical range finders are fast and very accurate when used correctly, but can often miss their target. By their nature, these instruments require a very good aim.

¹ If selective availability is eliminated, accuracy of non-differentially corrected data will need to be reassessed.

The list above is the order in which data collection is preferred. For example, collecting data at the location is the most desirable. If this is not possible, use an offset feature of the equipment and make the correction. The third option is the last choice and is not desirable, but it is understood that it may be the only option in some cases. All of these scenarios must have the resultant accuracy of the data within 5 meters.

Operational Procedures:

Training

Proper training and maintenance of equipment is vital to the quality of the data. Annual training is necessary to keep GPS skills current. A training and certification program should be established to insure all users of GPS are competently trained. In support of this, the Division of Water Facilities has a GPS Coordinator to oversee that the above requirements can and will be met.

Navigation

If it is desirable to navigate back to a point feature, it is recommended that height above ellipsoid (HAE) be recorded for each point. This field is intrinsic in most files created when the original GPS data is collected by the unit.

Minimum Settings

All GPS units used to collect data for the DEP Division of Water Facilities should be configured with the following minimum settings:

- PDOP <6.0
- Signal-To-Noise Ratio >6.0
- Elevation mask 15°
- Minimum positions ≥25
- Minimum of 4 satellites
- 1 second Logging interval of point features
- Coordinate system must be latitude/longitude

Maintenance of raw data

The following fields should be maintained in raw data files. These areas should be addressed in storing and the retrieval of GPS data:

- Accuracy
- Latitude/Longitude
- Datum (recommend WGS 84*)
- Height Above Ellipsoid (Necessary for accurate navigation)

The only way to assure the effective storage of this data is to archive the raw data files. Archival copies of the original GPS data collected from the unit shall be maintained, and provided to DEP Ambient Monitoring Section along with other field data collected for the Program.

The standard datum for GPS locational data shall be WGS 84. Conversions shall not be made to the archival copies because they will introduce error.

Quality Assurance and Quality Control

Quality control can be accomplished by periodic point feature collection of high accuracy survey marks. Six month intervals and no more than 5 meters deviation from such survey point are recommended.

Quality control can be accomplished by the collection of duplicate point features of a given high accuracy survey mark. The deviation between points shall be no more than 2.5 meters.

Additional Comments:

Trimble GPS units will be available on temporary loan to Contractors who do not have access to appropriate GPS hardware. Training in the use of these units will be provided by DEP for Ambient Program contract staff.

Technical support / questions regarding the above requirements, equipment loans and training for the Ambient Monitoring Program should be directed to:

Primary contact: **Zach Bowden, (850) 245-8650; zach.bowden@dep.state.fl.us**

Secondary contact: **Tom Biernacki, (850) 245-8515; thomas.biernacki@dep.state.fl.us**

Attachment G,

Required Electronic Format

Department of Environmental Protection Status and Trend Monitoring Networks—From Field Sample Database Data Dictionary Version 2.1

Required Field Measurements - Surface Water

<u>MEASUREMENT¹</u>	<u>UNITS</u>	<u>STORET CODE</u>
Water Temperature, field	°C	00010
pH, field	Std. units	00406
Specific Conductance @ 25 C, field ²	µmho/cm @ 25°C	00094
Salinity ²	parts/thousand	00480
Dissolved Oxygen, field	milligrams/L	00299
Secchi Depth (transparency) ³	Meters	00078
Total Depth @ Sampling Site ⁴	Meters	82903
Stream Stage ⁵	Feet	00065
Sample Depth	Meters	90068

¹ = Measurements which are not taken, but required, should be listed as null values with the 'O' value qualifier.

² = Specific Conductance will be reported for fresh waters and salinity will be reported for saline waters.

³ = If disc is visible on bottom of water body the value reported should be the value of the total depth with the 'L' value qualifier.

⁴ = If sampling done from a fixed point.

⁵ = Surface water temporal variability sites only, where available.

Required Field Measurements - Ground Water

<u>MEASUREMENT¹</u>	<u>UNITS</u>	<u>STORET CODE</u>
pH, field	Std. units	00406
Specific Conductance @ 25 C, field	UMHOS/CM @ 25°C	00094
Water Temperature, field	°C	00010
Dissolved Oxygen, field	milligrams/L	00299
Depth to Water from Measuring Pt.	Feet	72109
Elevation of Measuring Pt.	Feet above or below NGVD	82514
Microlanduse ⁶	NA	84147

⁶ = Once per year at temporal variability sites, and at each Status Network site.

All Temporal Variability Network field sample data will be transferred to the Department by the Contractor via the field data entry internet site found at <http://tlhdwf2/ambient/field/>, or if this can be shown to create a hardship for the Contractor, in one of the structures below. All Status Network field sample data will be transferred to the Department by the Contractor via Trimble SSF files, or through a Microsoft Access database supplied by the Department on a Hammerhead field computer.

Acceptable File Transfer Formats

DBF Format:				
NAME	TYPE	TOTAL CHARACTERS OR DIGITS	DECIMAL DIGITS	
STATION	CHARACTER	25	N/A	
PARAM_CODE	NUMERIC	5	0	
PARAM_NAME	CHARACTER	40	N/A	
TEXT_VALUE	CHARACTER	11	N/A	
VAL_QUAL	CHARACTER	5	N/A	
SAMP_DATE	CHARACTER	8	N/A	
SAMP_TIME	CHARACTER	4	N/A	
SAMP_SEQ	CHARACTER	2	N/A	
SAMP_TYPE	CHARACTER	1	N/A	
PROJECT	CHARACTER	30	N/A	
COMMENT	CHARACTER	80	N/A	

MS Excel Δ Format:				
NAME	TYPE	TOTAL CHARACTERS OR DIGITS	DECIMAL DIGITS	
STATION	TEXT*	25	N/A	
PARAM_CODE	NUMERIC	5	0	
PARAM_NAME	TEXT	40	N/A	
TEXT_VALUE	TEXT	11	N/A	
VAL_QUAL	TEXT	5	N/A	
SAMP_DATE	TEXT	8	N/A	
SAMP_TIME	TEXT	4	N/A	
SAMP_SEQ	TEXT	2	N/A	
PROJECT	TEXT	30	N/A	
COMMENT	TEXT	80	N/A	

* = All text columns will be left justified

Please refer to the Watershed Monitoring Section's (WMS) Field Sample Database Data Dictionary Version 2.3 for data element definitions.

FORMAT FOR WMS **STATION DATA** (which now can be entered via the DEP OGWIS website by contractors):

<u>Common name</u>	<u>dBASE/EXCEL name</u>
Station name	Station
County	County_name
Agency	Agency_code
USGS Hydrological Unit	USGS_Hydro
Waterbody Type	Wb_type
Waterbody	Waterbody
Latitude	Latitude
Longitude	Longitude
Locational Method	Loc_method
Locational Datum	Loc_datum
Well Total Depth ⁷	Tot_depth
Well Case Depth ⁷	Case_depth
Well Case Material ⁷	Case_Material
Well Case Diameter ⁷	Case_dia
Confined/Unconfined Aquifer ⁷	Confined
Measuring point elevation ⁸	Meas_point
Land surface elevation ⁸	Land_surf
All Contact Information:	Contact
	Cont_name
	Cont_addr
	Cont_city
	Cont_state
	Cont_zip
	Cont_tele
Letter	Letter

⁷ = Required for wells only.

⁸ = For wells only, and required only if immediately available.

ACCEPTABLE DATA EXCHANGE METHODOLOGIES:

1. E-mail attachment.
2. File Transfer Protocol (FTP) to Department's FTP site.
3. Floppy diskettes:
MS DOS format
1.44 megabyte 3 1/2 inch
4. CD-ROM disks

Please refer to the [Watershed Monitoring Section's \(WMS\) Stations Database Data Dictionary Version 1.2](#) for data element definitions

ATTACHMENT H

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <p align="right"><i>(attach Continuation Sheet(s))</i></p>	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <p align="right"><i>SF-LLLA, if necessary)</i></p>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev 7 - 97)

Form DEP 55-221 (01/01)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT I

Form Approved OMB NO: 2030-0020 Approval Expires 12/31/02

LOBBYING AND LITIGATION CERTIFICATE*

&EPA

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Chief Executive Officer

Assistance Agreement Number(s)**

Date

*Complete this form pursuant to the 2001 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Acts, Public Law 106-277, Section 424 and 2000 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Acts, Public Law 106-74, Section 426 and any other subsequent Appropriation Act requirements.

**If certifying for more than one grant number and more space is needed, please list additional numbers in the space provided below:

Please mail this form to your Grant Specialist. DO NOT send this information to the Office of Management & Budget.

Burden Statement- The annual public reporting and record keeping burden for this collection of information is estimated to average 5 minutes per respondent. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control numbers for EPA's regulations are listed in 40 CFR Part 9 and 48 CFR Chapter 15.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Information Division, U.S. Environmental Protection Agency (2137), 401 M. St., S.W. Washington, D.C. 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, 725 17th Street, NW, Washington, DC 20503, Attention: Desk Officer for EPA. Include the EPA ICR number and OMB control number in any correspondence.

EPA Form 5700-53 (Rev. 2-02)

ATTACHMENT J
PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. G####
(For Property With Grantee/Contractor Assigned Property Control Numbers)

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

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

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

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

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

DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

ATTACHMENTK
Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**.
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
21. **Compliance with Geospatial Data Standards** must be met by the Grantee under this Agreement. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards can be found at www.fgdc.gov.

22. **Compliance with Nutrient Management Plans for Animal Feeding Operations** is required under this Grant and must have and implement a nutrient management plan that: 1) provides and maintains buffers or equivalent practices; 2) diverts clean water; 3) prevents direct contact of confined animals with waters of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; and 9) addresses rate and timing of land application of manure and wastewater.
23. **Trafficking Victim Protection Act of 2000**, the following Prohibition Statement must be included in any award of these funds to a private entity. “You as the recipient, your employees, subrecipients under this Agreement, and subrecipient’s employees may not engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time that this Agreement is in effect; or use forced labor in the performance of this Agreement or subawards under this Agreement.
24. **Registrations and Identification Information**, the Grantee agrees to maintain current registration in the Central Contractor Registration (www.ccr.gov) System for Award Management (SAM) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

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**ATTACHMENT L
REGULATIONS**

Formal regulations concerning administrative procedures for EPA grants appear in Title 40 of the Code of Federal Regulations. Grant program administrative regulations appear in Subchapter B; other regulations of general applicability appear in Subchapter A. Other EPA regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
Subchapter A - General	
40 C.F.R. 4	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
40 C.F.R. 12	Nondiscrimination on the basis of handicap in programs or activities conducted by EPA
40 C.F.R. 29	Intergovernmental review of EPA programs and activities
40 C.F.R. 30	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
Subchapter B – Grants and Other Federal Assistance	
40 C.F.R. 31	Uniform administrative requirements for grants and cooperative agreements to state and local governments
40 C.F.R. 34	New restrictions on lobbying
40 C.F.R. 35	State and local assistance
40 CFR 36	Drug-Free Workplace Act
Other Federal Regulations	
48 C.F.R. 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
2 CFR 1532	Nonprocurement Suspension and Debarment Regulations
Office of Management and Budget Circulars	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

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ATTACHMENT M

INSTRUCTIONS FOR SAMPLE SHIPMENT

1. Sample analysis for the Department of Environmental Protection's (DEP) Watershed Monitoring Subsection (WMS), formerly known as the Ground Water Quality Monitoring Program (GWQMP), is currently being done by the DEP Central Laboratory in Tallahassee, so all sample containers will be returned to this lab.
2. A copy of the **custody sheet** must be included **in each cooler**. At the end of the day, tape the custody sheets in zip lock bags to the inner top of the coolers. It is best to line the inside of the cooler with a large garbage bag prior to loading it up with ice. Also, if the cooler has a spigot, place duct tape over it to prevent it from opening during transit and spilling ice water.
3. Samples should be shipped every day. If samples are held overnight, it is imperative they remain at a temperature of 4° Celsius. Samples should not be shipped on Friday.
4. Sampling equipment will be shipped from the DEP Central Laboratory to the sampling agency no later than one week prior to the project begin date.
5. Each DEP shipment will contain sample containers appropriate for the scheduled analyses and sufficient coolers for return shipment.
6. Field custody sheets, field log sheets, barcode labels, and container inventories will be provided by DEP Watershed Monitoring Subsection staff.
7. Preservatives will be provided by the DEP Watershed Monitoring Subsection in advance of sampling.
8. The DEP Central Laboratory and/or WMS staff will provide appropriate state vendor air bills to sampling agencies for use in returning water quality samples to the DEP Central Laboratory. These air bills will be pre-printed with DEP's account number, so that all shipping costs are directed back to DEP.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Lands Committee
Governing Board

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

FROM: Tyler L. Macmillan, Chief, Bureau of Land Management Operations

DATE: August 18, 2015

SUBJECT: Consideration of Invitation to Bid 15B-014; Econfina Creek 2015 Power Line Sand Pine Timber Sale

Recommendation:

Staff recommends that the Governing Board approve the bids submitted in response to Invitation to Bid 15B-014, and authorize the Executive Director to enter into an agreement for this timber sale with the high bidder, DeerPoint Timber Products, Inc., at the bid price of \$20.70 per ton.

Background:

On June 23, 2015, the District posted Invitation to Bid No. 15B-014 for the Econfina Creek 2015 Power Line Sand Pine Timber Sale on the State's Vendor Bid System and the District's website. Notices were also sent to companies that previously expressed an interest in District timber sales.

This timber sale will result in the harvest of an estimated 22,040 tons of sand pine pulpwood from 518 acres in Washington County, as described below and delineated on the attached Exhibit Map A.

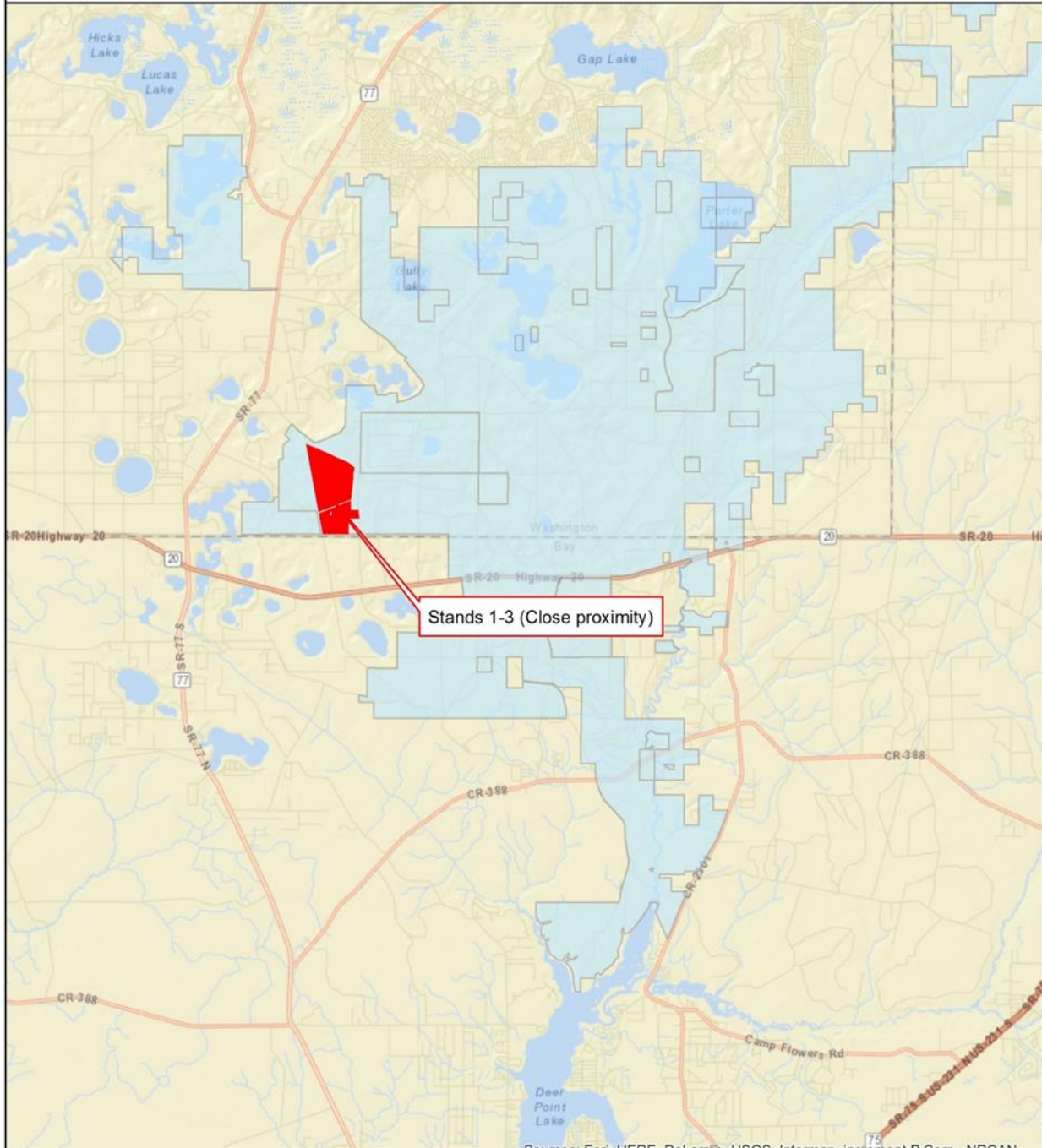
On July 23, 2015, at 2:30 p.m. EDT, the District opened four sealed bids for the purchase of the sand pine pulpwood. The bids received are listed below.

Company	Per Ton Bid Amount Sand Pine - Pulpwood
Canal Wood, LLC	\$ 17.06
Nature Coast Timber, LLC	\$ 17.30
Whitfield Timber Company, Inc.	\$ 18.52
DeerPoint Timber Products, Inc.	\$ 20.70

DeerPoint Timber Products, Inc. submitted the highest per-ton bid. At this price, the sale is anticipated to generate approximately \$456,000.

/tlm

EM-A Locator



2015 Power Line Timber Sale
Econfina Creek WMA
Washington County, FL
518 Acres

-  Stands 1-3
-  District Lands



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: August 24, 2015

SUBJECT: Consideration of Invitation to Bid 15B-016 for Rental and Service of Portable
Toilets and Maintenance and Servicing of Composting Toilets in Bay, Walton
and Washington Counties

Background:

The District currently has 29 portable toilets (19 handicapped and 10 regular units) and two composting toilets installed at 22 sites on District lands in Bay, Walton and Washington counties. These toilets are all serviced and maintained by a single company and are located at remote outdoor recreation sites where other standard waste management methods are not feasible.

On August 6, 2015, the District issued Invitation to Bid (ITB) No. 15B-016. This bid includes the rental and service of up to 21 ADA compliant handicap portable toilet units and 11 regular portable toilet units. In addition, the maintenance and servicing of four composting toilets is included in this bid (Pitt Spring and Williford Spring). A listing containing the site name, county and unit type is provided with this memo.

On September 3, 2015, at 2:00 p.m. EDT, the District will conduct the bid opening for ITB 15B-016. The results of the bid opening will be provided in a supplement for the Governing Board at the September 10, 2015, meeting.

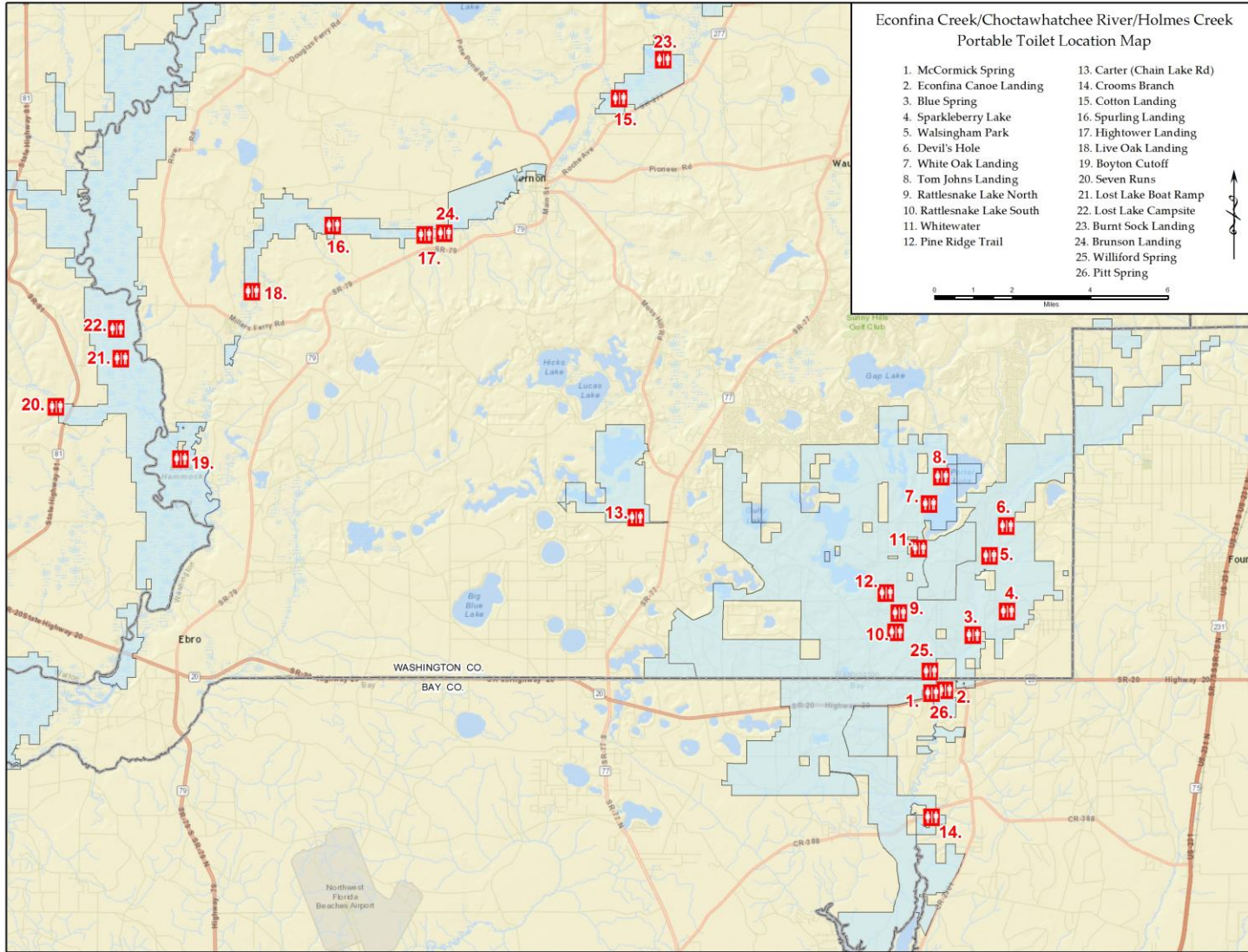
cb

Site No./ Name	County	Number Of Units	Type(s) of Unit(s) Per Site
1. McCormick Spring	Bay	1	handicap
2. Econfina Canoe Launch	Bay	1	regular
3. Blue Spring	Washington	1	handicap
		1	regular
4. Sparkleberry Lake	Washington	1	handicap
		1	regular
5. Walsingham Park	Washington	1	handicap
6. Devils Hole	Washington	1	handicap
		1	regular
7. White Oak Landing	Washington	1	handicap
		1	regular
8. Tom Johns Landing	Washington	1	handicap
		1	regular
9. Rattlesnake Lake North	Washington	2	handicap
		1	regular
10. Rattlesnake Lake South	Washington	1	handicap
		1	regular
11. Whitewater	Washington	1	handicap
12. Pine Ridge Trail	Washington	1	handicap
13. Williford Spring	Washington	2	composting
14. Carter (Chain Lake Road)	Washington	1	regular
15. Crooms Branch**	Bay	1	handicap
16. Cotton Landing***	Washington	1	handicap
17. Spurling Landing	Washington	1	handicap
18. Hightower Spring	Washington	1	handicap
19. Live Oak Landing	Washington	1	handicap
20. Boynton Cutoff	Washington	1	handicap
21. Seven Runs Creek	Walton	1	handicap
22. Lost Lake Boat Ramp	Walton	1	regular
23. Lost Lake Campsite	Walton	1	regular
24. Burnt Sock Landing	Washington	1	handicap
25. Brunson Landing	Washington	1	handicap
26. Pitt Spring	Bay	2	composting
Total Units		36	(21 Handicap; 11 Regular, 4 composting)

* The service and cleaning of the composting toilets at Williford is anticipated to begin May 1, 2016.

** The Crooms Branch unit will be installed on November 1st of each year and relocated to White Oak Landing on May 1 of each year to supplement the other toilets at that location, then returned to Crooms Branch on Nov. 1.

*** Site may be closed for construction April 1, 2016 through September 30, 2016.



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: August 24, 2015

SUBJECT: Consideration of Contract Renewal with Terry's Home and Lawn Maintenance, Inc. for Recreation Site Clean Up and Maintenance Services; West Region

Recommendation

Staff recommends that the Governing Board approve the contract renewal with Terry's Home and Lawn Maintenance, Inc. for recreation site clean up and maintenance services for the West Region for a maximum annual compensation of \$47,163.60 or \$141,490.80 for a three-year renewal, subject to approval of the FY 2015-2016 budget.

Background

The District currently has 20 recreation sites and the West Region Field Office which require clean up and maintenance services. Terry's Home and Lawn Maintenance, Inc. provides these services on a weekly basis. Specifically, these services are provided at the Escambia, Yellow, Perdido and Blackwater River WMAs and Garcon Point located in Escambia and Santa Rosa counties. The services provided include emptying garbage cans, trimming and mowing, clean up of trash, limbs and debris, the cleaning of grills and firecircles and cleaning picnic tables and pavilions and occasionally sections of roads going to the sites and parking lots.

In July 2012, the District issued Invitation to Bid (ITB) No. 12B-005 and received four sealed bids for cleaning and maintenance services for 18 recreation sites and the West Region Field Office. Terry's Home and Lawn Maintenance, Inc., as the lowest bidder, was awarded the contract for \$46,200 for one-year or \$138,600 for the three-year term. The contract was subsequently amended to a cost of \$47,640 annually to compensate for an increase in the number of sites being serviced.

The District now has the opportunity to renew the contract for an additional three-year period. Mr. Terry is presently servicing 20 recreation sites and the West Region Field Office for \$47,640 annually. District staff have negotiated with Mr. Terry a one percent reduction in the contract price for an annual cost of \$47,163.60 or \$141,490.80 for the three-year term.

cb



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Lands Committee

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

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

DATE: August 27, 2015

SUBJECT: Overview of the Blue Spring Plantation, Inc. and David Strong Tracts; Jackson County

In the 2015 Legislative Session, almost \$45M in funding was allocated for land acquisition to protect springs and for capital projects that protect the quality and quantity of water that flow from springs. In the tentative FY 2015-2016 budget, the District has received a funding allocation of over \$21.5M for spring protection and staff has been actively exploring and pursuing potential land acquisition projects, especially in the Jackson Blue Spring and Wakulla Spring springsheds.

Recently, staff contacted Mr. Ed Thomas (President) of Blue Spring Plantation, Inc., about trying to acquire approximately 393.54 acres of his property (see attached map). Mr. Thomas started acquiring property in Jackson County in the vicinity of Blue Spring in 2006 for development purposes. At one time he had 45 lots for sale and one reserved lot for access and stormwater purposes. All of these lots occurred on four distinct parcels, primarily lying to the north, northeast and east of Blue Spring. The parcel located directly northeast of Blue Spring, consisting of 106.28 acres, contains nine (9) lots and the reserved lot. The western one-half of this parcel lies directly over the underground limestone conduits that provide the water for Blue Spring (see attached map).

To date, Mr. Thomas has sold eight (8) lots. One lot is located off of Popular Springs Road to the north and the remaining seven (7) lots are along the east and west sides of State Road 64A. The 393.54 acres of remaining unsold property consist generally of 37 rural residential lots and one reserved 10-acre lot for a total of 38 lots. These lots range in size from 13.14 acres to 10 acres.

In addition to Mr. Thomas's property, staff has recently learned that the 40-acre trapezoidal parcel consisting of four, 10-acre lots lying northeast of Blue Spring is owned by Mr. David Strong, a former partner of Mr. Thomas. Per Mr. Thomas, Mr. Strong has also expressed a willingness to sell his property to the District and staff would like to pursue the acquisition of the parcel as well.

The total acreage to be appraised for both properties totals 433.54 acres.

Detailed below is a brief description of both properties water resource protection significance, habitat, public access and recreation opportunities and land management implications; followed by a discussion of the sellers' asking price, estimated appraisal costs and acquisition funding:

Water Resource Protection Significance

Acquisition of these two properties, consisting of 41 lots, totaling 433.54 acres would directly assist in the protection of the water quality of Blue Spring, a first magnitude spring located at the head of Merritt's Mill Pond and within the Apalachicola River basin. This acquisition project would complement the District's significant, long-term, systematic water resource protection efforts for the Jackson Blue Spring springshed.

Habitat

Staff inspected the parcels and observed the following habitat:

Popular Springs Road Parcel (9 Lots = 96.13 acres) - The northernmost parcel along Popular Springs Road consists of a loblolly pine plantation where a third-row select thinning harvest had taken place approximately five years ago. Staff estimates approximately \$750 per acre in timber value on the parcel. The plantation needs a prescribed burn.

Blue Springs Road Parcel (9 Lots + 1 Reserved Lot = 106.28 acres) - A real estate harvest has been conducted on this parcel. Approximately 25 trees per acre were left on each lot. Several small wetland habitat areas occur throughout the parcel. The parcel needs a herbicide treatment and a prescribed burn.

Reddoch Road Parcel (18 Lots = 201.69 acres) - A real estate harvest has been conducted on this parcel as well. Approximately 25 trees per acre were left on each lot. The property located west of Reddoch Road has some open field and a small depression area of mixed hardwood forest is located in the southwest corner.

Sylvania Plantation Road Parcel (David Strong Property, 4 Lots = 40 acres) - The property consists of pine plantation habitat that has been thinned and a small area of old field located in the southwest corner. Staff estimates approximately \$500 per acre in timber value on the parcel. The plantation needs a prescribed burn.

Public Access and Recreation Opportunities

Public Access - Due to their rural residential development nature, all of the parcels have public access along paved or graded roads and at least two parcels have an interior access road ending in a cul-de-sac.

Public Recreation Opportunities - If acquired, given the properties proximity to Blue Springs and Jackson County's ongoing development of ecotourism opportunities, as well as the County's cultural and historical trail network and other recreational programs, staff recommends that the District explore cooperative partnerships with the County to provide resource-based recreation activities on these parcels. Examples might include: 1) Hiking trail connections to and from the County's Blue Spring property; 2) The development of primitive tent and RV camping areas to serve out-of-County and out-of-State visitors; 3) Limited "Special Opportunity" hunts, e.g. archery only for large game and shotgun only for small game, while being cognizant of adjacent landowners and transportation corridors; and 4) Nature appreciation.

Land Management Implications

Potential land management activities and operations may include, but are not limited to the following: 1) herbicide treatment, prescribed burning and longleaf pine habitat restoration of the real estate harvested parcels; 2) continued timber management to an old growth, uneven-aged condition on the loblolly pine plantation stands on the Popular Springs Road parcel and the Strong parcel, especially prescribed burning; 3) fencing (where appropriate); boundary posting and marking; and minimal exotics management. If acquired, the pine forest resources of each parcel and stands within each parcel will also be inventoried and included into the District's land management database.

Sellers Asking Price

The asking price for Mr. Thomas's property, consisting of 393.54 acres is \$2,471,178 or \$5,700 per acre.

The asking price for Mr. Strong's 40-acre parcel is \$228,000 or \$5,700 per acre.

Estimated Appraisal Costs

Thomas Property (393.54 Acres)

Staff estimates appraisal costs to be \$6,000 for two appraisals and approximately \$2,000 for a review appraisal (field). In total, appraisal costs are estimated at \$8,000.

Strong Property (40 Acres)

Staff estimates appraisal cost to be \$2,000 for one appraisal and approximately \$1,200 for a review appraisal (desk). In total, appraisal costs are estimated at \$3,200.

Summary

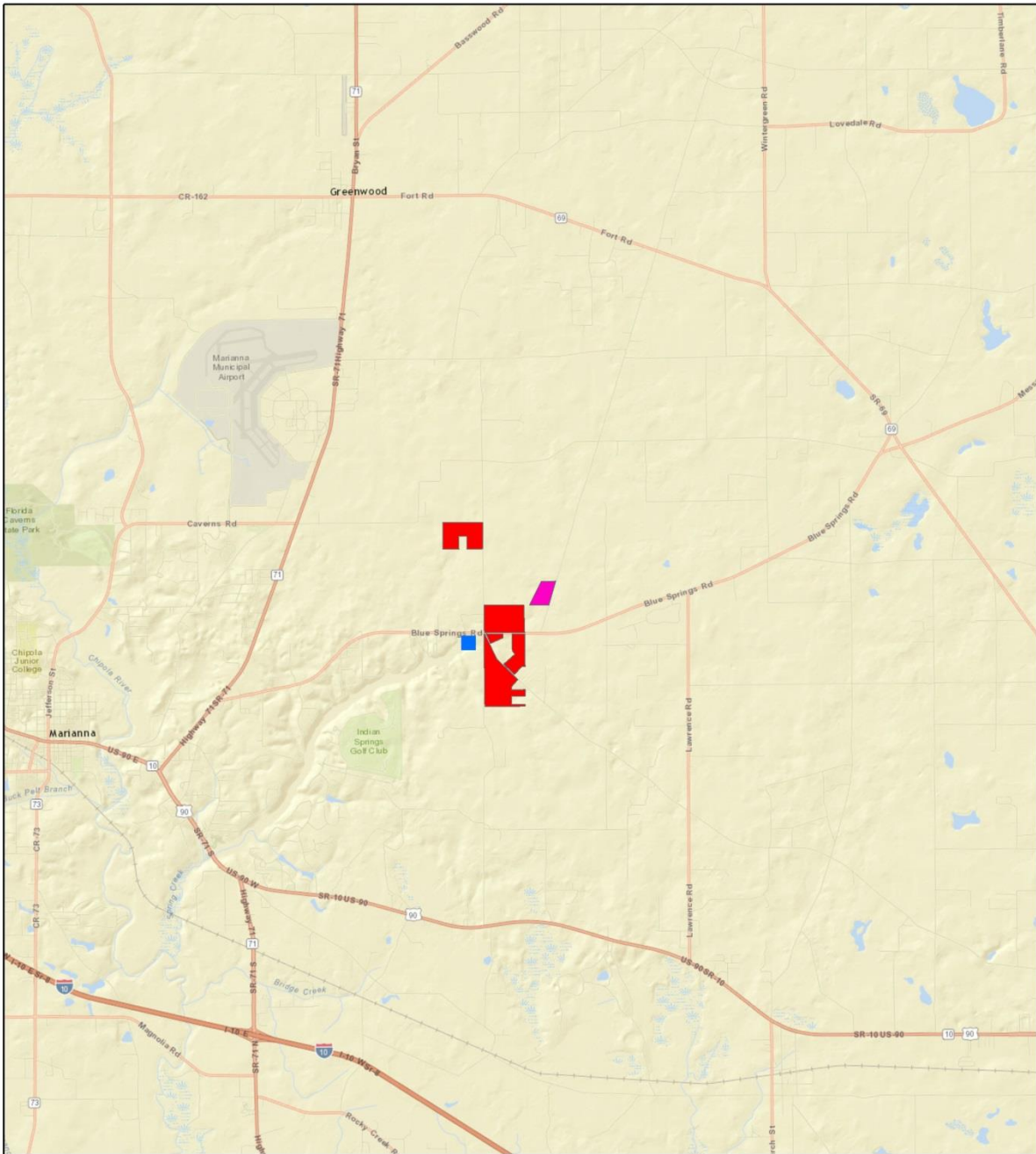
Total costs for both properties are estimated at \$8,000 for three appraisals and \$3,200 for two review appraisals for a total cost of \$11,200.

In the interest of caution, staff is erring on the high side of estimated appraisal costs and anticipates a modest cost savings as one fee appraiser will be tasked with two appraisals.

Acquisition Funding

As stated at the beginning of this memorandum, in the tentative FY 2015-2016 budget, the District has received a funding allocation of over \$21.5M for land acquisition and other related water quality and quantity projects to protect springs.

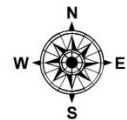
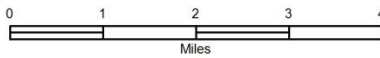
Based on similar asking prices, staff estimates total acquisition costs for both properties at approximately \$2.7M.

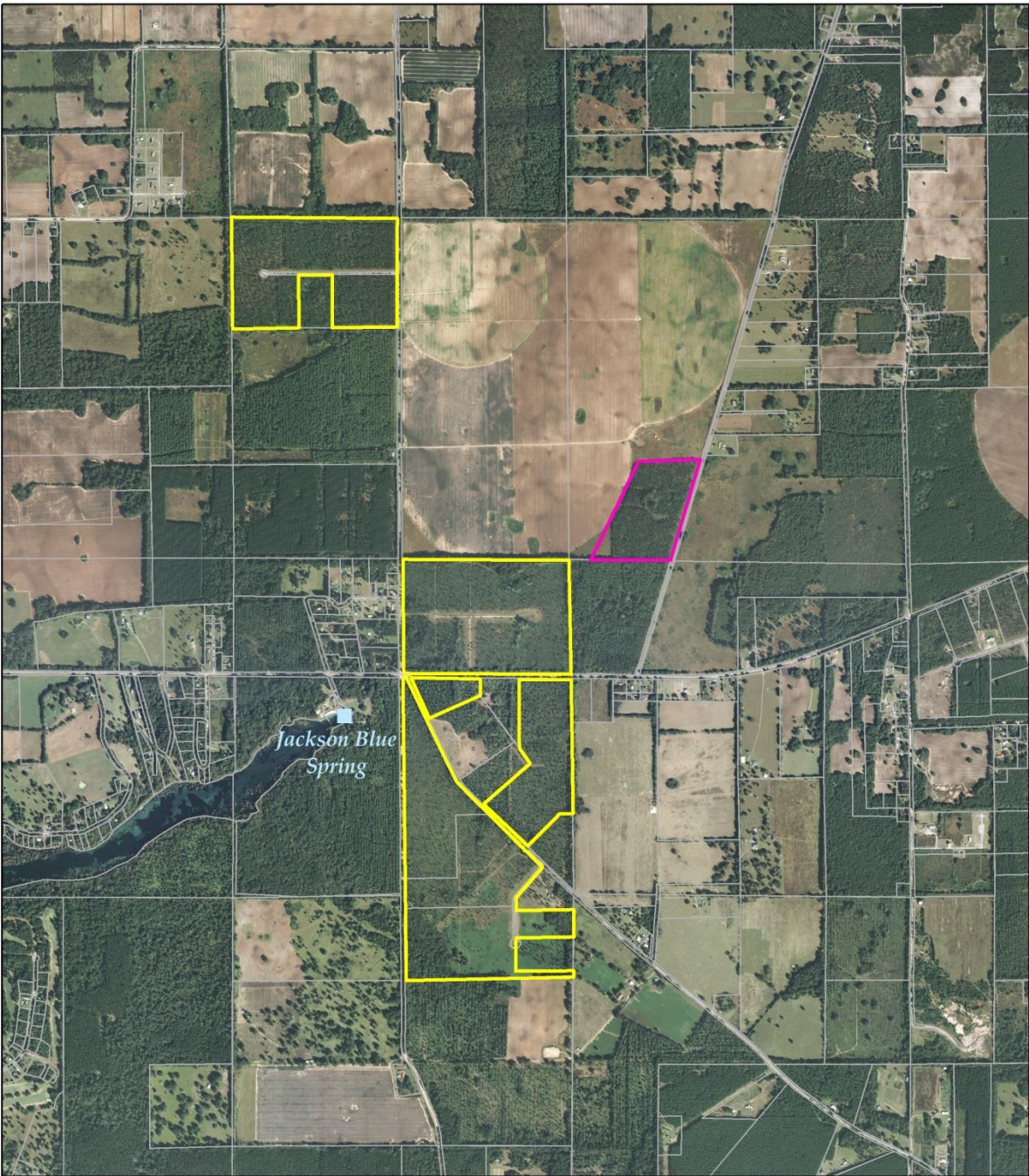


Blue Springs Plantation (393.54 Acres) & Strong Parcel (40 Acres)

Basin: Chipola River Water Management Area
 Sections 27,28,33, T5N, R9W & Section 4, T4N, R9W
 Jackson Co., Florida

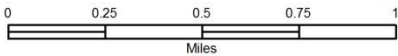
- Blue Springs Plantation
- Strong Parcel
- Jackson Blue Spring





Blue Springs Plantation (393.4 Acres) & Strong Parcel (40 Acres)
 Basin: Chipola River Water Management Area
 Sections 27,28,33, T5N, R9W &
 Section 4, T4N, R9W, Jackson Co., Florida

- Blue Springs Plantation
- Strong Parcel



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: August 26, 2015

SUBJECT: Request by Gary Haddock to Amend District Conservation Easement
for Communications Tower Facility

Background

Mr. Gary Haddock owns 331.90 acres in Washington County along Holmes Creek (see attached map) that is encumbered by a District Conservation Easement. The District purchased this easement in 2006 with Florida Forever funds for \$298,500.

Mr. Haddock has requested that the District consider amending the conservation easement encumbering his property to allow him to lease an 80' by 80' or 6,400 square foot site for a free standing communications tower facility (cell phone tower). In addition, the conservation easement would also need to be amended to grant the communications tower company legal access to the proposed tower site for construction and maintenance.

According to the terms of Mr. Haddock's conservation easement, he does not possess the right to lease any of the property for a communications tower facility; however, he does possess the following rights.

- Sale of Transfer of Interest. With prior written notification to Grantee, the right to transfer interest in the property which includes a mortgage so long as mortgage is to a regularly established lending institution.
- Hunting. To observe, maintain, photograph, hunt (with or without dogs), remove and harvest wildlife.
- Hunting Lease. Lease all or part of the property for hunting.
- Forestry Operations/Silviculture. Forestry management in the pine plantation areas.
- Road, Ditches, and Improvements. Replace, repair and/or maintain and expand roads, bridges, culverts, fences, road signs and drainage structures or other structures so long as the character of improvements is not substantially changed.
- Access. The right to control access. The right to construct one access road to each residential site.

- Subdivide. Subdivide the property once into two parcels. One parcel shall lie north of Highway 276A and one parcel shall lie south of Highway 276A.
- Residential Use. Two residential sites, one-acre each in size (one on the north side and one on the south side of Highway 276A), with supporting buildings and amenities.
- Food Plots. Right to plant, cultivate and maintain wildlife food plots on a combined total not to exceed six acres of food plots in the upland areas.
- Excavation. Right to excavate soil in the pine plantation upland portions of the property, not to exceed a total of two acres of excavation for the entire property.

To date, the District has not been asked by a landowner to amend a conservation easement to allow a lease for a communications tower facility. Staff has discussed this matter with the Executive Director and District legal counsel and concluded that this matter should be presented to the Lands Committee so that staff may seek direction from the Committee on how to respond to Mr. Haddock's request.

Listed below are options for the Lands Committee to consider in how to respond to Mr. Haddock's request:

Option 1. Approve Mr. Haddock's request for the amendment but require the following in exchange for the grant of the amendment.

- a. Mr. Haddock gives up the right to subdivide the parcel once into two tracts as allowed in paragraph 1.A.
- b. Mr. Haddock gives up both the residential sites as allowed in paragraph 2.G.
- c. The District is compensated an amount, to be determined by an appraisal and negotiations with Mr. Haddock, either as a one-time payment or a monthly payment.

Option 2. Remove the cell tower footprint or a small portion (one-quarter acre or less) from the easement and sell the interest currently retained by the District in that small portion back to Mr. Haddock. The purchase price for that interest would be determined by an appraisal. The appraisal would also consider the access easement required for the cell tower site if it crosses any of the remaining encumbered land. Ideally, the footprint or small parcel should be on a property boundary or as close to a property boundary as possible. Per Mr. Haddock, the interior site chosen on the attached map is a high elevation site that does not flood during extreme events, whereas locations near his property boundaries are lower.

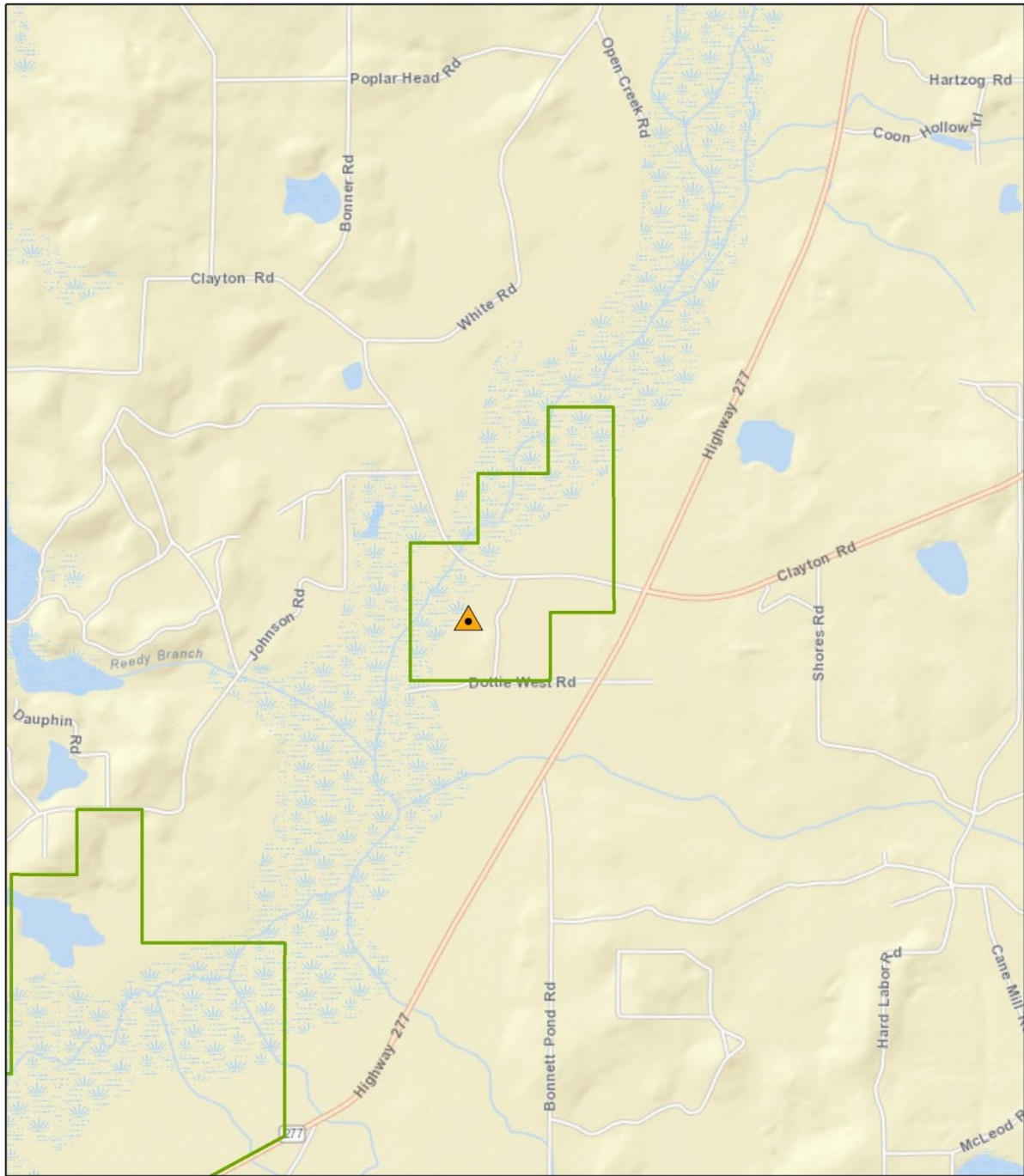
Mr. Haddock prefers Option 2.



Option 3. Deny the requests to amend the conservation easement for the cell phone tower site.

In discussions thus far with Mr. Haddock, he has been advised by staff that all costs incurred to prepare and complete this proposed amendment, including appraisal and legal fees, will be paid for by him. Only staff time will be paid by the District.

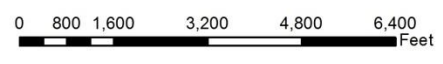
Staff is also contacting the other four water management districts to determine if similar requests have been made elsewhere and, if granted, how the requests were handled.

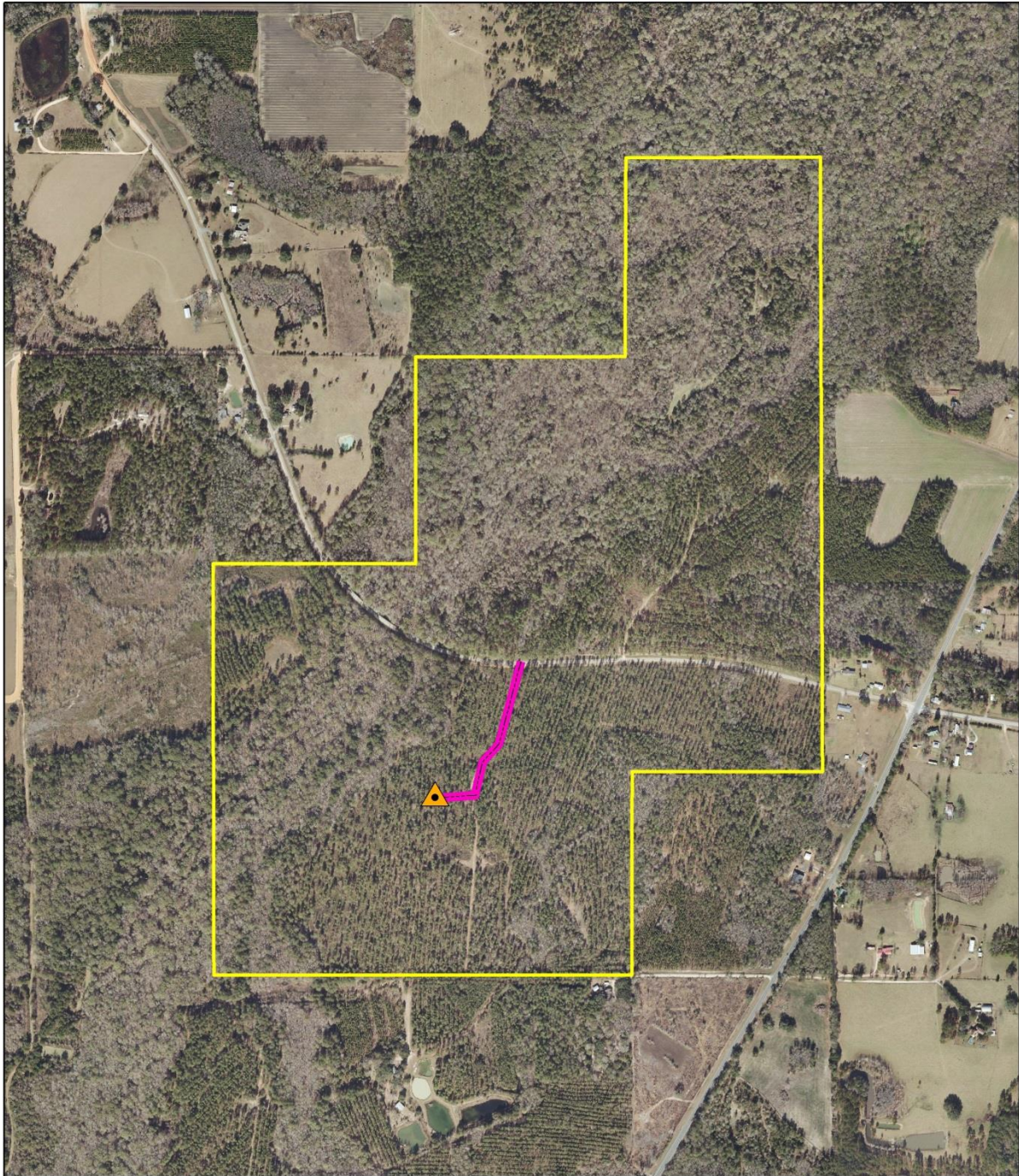
During the Committee meeting, staff will present the identified options for discussion.




-  Proposed Location
-  District Lands

Proposed Communications Tower Facility Site
 Choctawhatchee River WMA
 Washington County, FL





 Proposed Location

 25' Access Road

 District Lands

Proposed Communications Tower Facility Site
Choctawhatchee River WMA
Washington County, FL

0 270 540 1,080 1,620 2,160
Feet



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

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

**Thursday
August 13, 2015**

Governing Board Members

George Roberts, Chair
Jerry Pate, Vice Chair
John W. Alter, Secretary-Treasurer
Gus Andrews
Jon Costello
Marc Dunbar
Bo Spring

Governing Board Members Absent

Nick Patronis

1. Opening Ceremonies

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. Additions, Deletions or Changes to the Agenda

Ms. White stated that item 9. B. was added to the agenda.

3. Approval of the Minutes for July 9, 2015

MOTIONED BY MR. ALTER, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE THE JULY 9, 2015, GOVERNING BOARD MEETING MINUTES. MOTION CARRIED.

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

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

5. Committee Reports and Recommendations for Board Action

Lands Committee:

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

MOTIONED BY VICE CHAIR PATE, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO THE EXISTING AGREEMENT WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FOR LAW ENFORCEMENT AND SECURITY SERVICES (SCHEDULED ENHANCED PATROL AND AS-NEEDED ENHANCED PATROL) ON DISTRICT LANDS DURING FISCAL YEAR 2015-2016 WITH A MAXIMUM TOTAL COMPENSATION AMOUNT NOT TO

EXCEED \$89,000, SUBJECT TO APPROVAL OF THE FY 2015-2015 BUDGET. MOTION CARRIED.

Consideration of Contract Renewal with Washington County Sherriff's Office for Law Enforcement and Security Services; Choctawhatchee River and Holmes Creek and Econfina Creek WMA

MOTIONED BY VICE CHAIR PATE, SECONDED BY MR. SPRING, THAT THE GOVERNING BOARD APPROVE RENEWAL OF THE AGREEMENT WITH THE WASHINGTON COUNTY SHERIFF'S OFFICE IN THE AMOUNT OF \$145,778.60 TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR DISTRICT LANDS LOCATED IN BAY AND WASHINGTON COUNTIES, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE NEW AGREEMENT, SUBJECT TO APPROVAL OF THE FISCAL YEAR 2015 - 2016 BUDGET. MOTION CARRIED.

Consideration of Resolution No. 801 Declare Approximately Three Acres of District Lands for Exchange; Econfina Creek WMA

MOTIONED BY VICE CHAIR PATE, SECONDED BY MR. ALTER, THAT THE GOVERNING BOARD APPROVE RESOLUTION NO. 801 FOR THE EXCHANGE OF APPROXIMATELY THREE ACRES IN THE ECONFINA CREEK WMA AND DECLARE THAT THE PARCEL IS NO LONGER NEEDED FOR CONSERVATION PURPOSES IN FEE SIMPLE BUT CAN ACHIEVE CONSERVATION AND PROTECTION OF THIS TRACT THROUGH LESS-THAN-FEE SIMPLE. MOTION CARRIED.

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

MOTIONED BY MR. ALTER, SECONDED BY VICE CHAIR PATE, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE WEST FLORIDA RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL TO PROVIDE UP TO \$71,125 IN DISTRICT GRANT FUNDING FOR NORTHWEST FLORIDA MOBILE IRRIGATION LAB SERVICES FOR FISCAL YEAR 2015-2016. MOTION CARRIED.

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

MOTIONED BY VICE CHAIR PATE, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A GRANT AGREEMENT WITH THE NATIONAL FISH AND WILDLIFE FOUNDATION, PROVIDING TO THE DISTRICT UP TO \$695,000 TO UPDATE THE DISTRICT'S SURFACE WATER IMPROVEMENT AND MANAGEMENT PLANS AND EXECUTE SUPPORTING TASK ORDERS WITH ECOLOGY AND ENVIRONMENT, INC., FOR CONSULTING SERVICES NOT TO EXCEED \$266,787 FOR FISCAL YEAR 2015-2016, CONTINGENT UPON APPROVAL OF THE DISTRICT'S FISCAL YEAR 2015-2016 BUDGET AND SUBJECT TO LEGAL COUNSEL REVIEW. MOTION CARRIED.

8. Public Hearing on Consideration of Regulatory Matters

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

9. A. Fiscal Year 2015-2016 Budget Briefing Update

Informational purposes only.

9. B. State Auditor General Preliminary and Tentative Findings and Recommendations

Informational purposes only.

10. Government Affairs Update

Informational purposes only.

11. Legal Counsel Report

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

Meeting was adjourned at 1:40 p.m. ET.

Chair

September 10, 2015
Date

Executive Director

Agency Clerk

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending July 31, 2015

Balance Forward - Operating Funds	\$57,250,499.86	
Operating Funds Received in current month:		
Revenue Receipts, Current	\$234,620.47	
Contracts Receivable	124,199.12	
Other Deposits/Refunds/Adjustments	35,951.31	
Transfers from Lands Accounts	0.00	
Total Deposits during month	394,770.90	
Total Deposits and Balance Forward		\$ 57,645,270.76
Disbursements:		
Employee Salaries	423,151.25	
Employee Benefits	190,407.22	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	370,672.62	
Operating Expenses - Services	97,925.13	
Operating Expenses - Commodities	59,673.74	
Operating Capital Outlay	112,462.09	
Grants and Aids	380,497.88	
Total Operating Expenses during month	1,634,789.93	
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	44,446.97	
Total Funds Disbursed by check during month	1,679,236.90	
Bank Debits (Fees, Deposit Slips, etc.)	(11.54)	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed		1,679,225.36
Cash Balance Operating Funds at month end		\$ 55,966,045.40
Operating Depositories:		
Petty Cash Fund	250.25	
General Fund Checking @ 0.2%	183,059.13	
Payroll Account	6,092.97	
Pensacola Account	0.00	
Investment Accounts @ 0.23%		
General Fund	26,643,468.09	
Lands Fee Fund	8,961,553.28	
SWIM Fund	3,549,441.61	
ETDM	3,563.35	
Water Prot. & Sust. TF	10,036.87	
Springs Protection	157,547.41	
Mitigation Fund	16,451,032.44	
Deposits - Frozen	0.00	
Total Operating Depositories at month end	\$ 55,966,045.40	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 Financial Report
 Summary Statement of Receipts, Disbursements & Cash Balances
 For Month Ending July 31, 2015

Land Acquisition Funds @ 0.23%	\$	668,797.89	
Deposits - Frozen		<u>0.00</u>	
Total Land Acquisition Funds			668,797.89
Restricted Management Funds:			
Phipps Land Mgmt @ 0.23%		208,114.39	
Deposits - Frozen		<u>0.00</u>	
Total Land Acquisition Funds			208,114.39
Total Land Acquisition, and Restricted Management Funds			<u>876,912.28</u>
TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END			<u><u>\$ 56,842,957.68</u></u>

Approved: _____
 Chairman or Executive Director

Date: _____ September 10, 2015 _____

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending July 31, 2015
(Unaudited)

	Current Budget	Actuals Through 7/31/2015	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 3,381,733	\$ 3,256,026	\$ (125,707)	96%
Intergovernmental Revenues	27,568,279	8,193,385	(19,374,894)	30%
Interest on Invested Funds	135,330	188,997	53,667	140%
License and Permit Fees	360,250	320,760	(39,490)	89%
Other	1,923,302	2,917,184	993,882	152%
Fund Balance	39,817,516		(39,817,516)	0%
Total Sources	\$ 73,186,410	\$ 14,876,352	\$ (58,310,058)	20%

	Current Budget	Expenditures	Encumbrances¹	Available Budget	%Expended	%Obligated²
Uses						
Water Resources Planning and Monitoring	\$ 8,743,800	\$ 3,063,533	\$ 305,109	\$ 5,375,158	35%	39%
Acquisition, Restoration and Public Works	34,583,942	6,888,226	42,250	27,653,466	20%	20%
Operation and Maintenance of Lands and Works	3,860,537	2,476,239	188,261	1,196,037	64%	69%
Regulation	4,085,287	2,802,855	90,143	1,192,289	69%	71%
Outreach	164,284	125,238	59	38,987	76%	76%
Management and Administration	2,171,470	1,532,986	63,676	574,808	71%	74%
Total Uses	\$ 53,609,320	\$ 16,889,077	\$ 689,498	\$ 36,030,745	32%	33%
Reserves	19,577,090			19,577,090	0%	0%
Total Uses and Reserves	\$ 73,186,410	\$ 16,889,077	\$ 689,498	\$ 55,607,835	23%	24%

¹ Encumbrances represent unexpended balances of open purchase orders.

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

This unaudited financial statement is prepared as of July 31, 2015, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

JULY 2015

CHECKS	7/1/2015	89,169.78
AP EFT CHECKS	7/2/2015	440.00
CHECKS	7/9/2015	183,202.66
AP EFT CHECKS	7/10/2015	900.66
CHECKS	7/15/2015	198,130.85
AP EFT CHECKS	7/17/2015	347.50
CHECKS	7/22/2015	269,054.61
AP EFT CHECKS	7/24/2015	400.00
CHECKS	7/30/2015	449,889.03
AP EFT CHECKS	7/31/2015	925.87
RETIREMENT EFT	7/31/2015	54,947.67
VOIDED CHECK	7/31/2015	(62.00)
		<u>1,247,346.63</u>

Chairman or Executive Director

September 10, 2015

Date

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4832	ASSURANT EMPLOYEE BENEFITS	07/01/2015	4,736.58	EMPLOYEE DENTAL
4832	ASSURANT EMPLOYEE BENEFITS	07/01/2015	170.12	PREPAID DENTAL
4834	ASSURANT EMPLOYEE BENEFITS	07/01/2015	847.28	EMPLOYEE ADD
4833	ASSURANT EMPLOYEE BENEFITS	07/01/2015	1,299.68	EMPLOYEE LTD
95	AT&T	07/01/2015	350.90	PHONES-ECONFINA
5089	ATKINS NORTH AMERICA, INC.	07/01/2015	19,766.75	MINIMUM FLOWS AND LEVELS DEVEL
5089	ATKINS NORTH AMERICA, INC.	07/01/2015	2,742.75	MINIMUM FLOWS AND LEVELS DEVEL
5089	ATKINS NORTH AMERICA, INC.	07/01/2015	1,232.25	MINIMUM FLOWS AND LEVELS DEVEL
2992	BANK OF AMERICA	07/01/2015	251.90	PAYMENT PORTAL FOR WELL PERMIT
2992	BANK OF AMERICA	07/01/2015	167.08	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	07/01/2015	1,495.93	ACCOUNT ANALYSIS
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	07/01/2015	410.64	MEDICARE-RETIREE INSUR
5177	CAPITAL CITY AUTOMOTIVE, LLC	07/01/2015	695.02	REPAIR WMD 0970
735	CARLTON APPRAISAL COMPANY	07/01/2015	319.80	APPRAISAL OF SYFERTT ETAL TRAC
3269	CDW GOVERNMENT, INC.	07/01/2015	102.96	MEMORY FOR SERVERS
3269	CDW GOVERNMENT, INC.	07/01/2015	217.50	FUSER KIT FOR ACCT PRINTER
3902	CITRIX SYSTEMS, INC.	07/01/2015	1,868.29	CITRIX RENEWAL
4655	CITY OF GRETNA	07/01/2015	3,062.50	WATER SYSTEM UPGRADES
4655	CITY OF GRETNA	07/01/2015	6,125.00	WATER SYSTEM UPGRADES
3904	DADE PAPER & BAG COMPANY	07/01/2015	124.00	PAPER TOWELS FOR CRESTVIEW
4937	DIGITAL NOW INC.	07/01/2015	842.00	PLOTTER SERVICE AGREEMENT
5172	FREDDIE WILBON	07/01/2015	750.00	JANITORIAL SERVICE CRESTVIEW F
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	07/01/2015	30.00	MONITORING FOR CRESTVIEW
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	07/01/2015	35.00	IT BUILDING ALARM MONITORING S
3388	HALL CONTRACTING & CONSTRUCTION, INC	07/01/2015	17,328.60	ECONFINA FIELD OFFICE ADDITION
3266	LOWE'S COMPANIES INC.	07/01/2015	166.13	BOLT CUTTERS AND GATORADE
3030	MARIANNA GLASS, INC.	07/01/2015	293.14	REPLACE WINDSHEILD ON WMD-0015
5230	MORGAN MARINE SALVAGE & RECOVERY, LLC	07/01/2015	4,290.00	EMERGENCY SEDIMENT REMOVAL - P
1205	OFFICE DEPOT, INC.	07/01/2015	127.32	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	07/01/2015	87.95	TONER AND OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	07/01/2015	623.00	TONER AND OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	07/01/2015	27.66	BANKERS BOXES
4766	PHOTO SCIENCE, INC.	07/01/2015	6,510.00	STANDARDIZED PARCEL DATA ACQUI
4081	POT-O-GOLD RENTALS, LLC	07/01/2015	1,275.00	PORTABLE TOILETS
5183	ROBERT J YOUNG COMPANY, INC	07/01/2015	57.89	ANNUAL MAINTENANCE AGREEMENTS

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

4091	THE SHOE BOX	07/01/2015	200.00	PO FOR BOOTS
3213	SHI INTERNATIONAL CORP	07/01/2015	289.00	ADOBE PRO FOR ELAINE MCKINNON
4799	STAPLES CONTRACT & COMMERCIAL, INC.	07/01/2015	230.76	RMD JUNE 2015 OFFICE SUPPLIES
5100	TECHNISOURCE, INC	07/01/2015	450.00	SUPPORT FOR MIGRATION OF ORACL
5140	TOWN OF GREENWOOD	07/01/2015	9,394.68	GREENWOOD/MARIANNA INTERCONNEC
4557	VERIZON WIRELESS	07/01/2015	174.72	CELL PHONES

TOTAL CHECKS			<u>89,169.78</u>	
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3080	STEVEN COSTA	07/02/2015	110.00	EMPLOYEE TRAVEL
4961	PETER FOLLAND	07/02/2015	110.00	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	07/02/2015	110.00	EMPLOYEE TRAVEL
5158	CORIE WHITE	07/02/2015	110.00	EMPLOYEE TRAVEL

TOTAL ACH TRANSFER			<u>440.00</u>	
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TOTAL AP			<u><u>89,609.78</u></u>	
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**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5101	JAMES F AKERS	07/09/2015	2,700.00	NWFWMD WEB SITE MAINTENANCE
4812	ALL AMERICAN RENTALS, INC.	07/09/2015	280.00	PORTABLE TOILETS
4180	BA MERCHANT SERVICES	07/09/2015	135.71	TRANSACTION FEES FOR E-PERMITT
112	BAY COUNTY TAX COLLECTOR	07/09/2015	10,823.59	COMMISSIONS
4201	CITY OF CHIPLEY	07/09/2015	8,424.00	HWY 77/I-10 INFRASTRUCTURE IMP
771	CITY OF MARIANNA	07/09/2015	34.93	SEWER-MARIANNA
4085	DARRELL CLARK	07/09/2015	50.00	WELL PERMITTING FEE REFUND
2820	CONTINENTAL MILANO IMAGING PRODUCTS	07/09/2015	490.00	PLOTTER PAPER
4061	BRIAN WILLIAM TAYLOR	07/09/2015	80.00	LAWNCARE-MARIANNA
45	DMS	07/09/2015	11,215.43	LAN PORTS/INTRANET
4748	EAST MILTON WATER SYSTEM	07/09/2015	11.09	WATER-MILTON
4508	CARDNO ENTRIX	07/09/2015	26,556.25	MINIMUM FLOW AND LEVELS DEVELO
422	ESCAMBIA CO. TAX COLLECTOR	07/09/2015	185.00	POSTAGE
422	ESCAMBIA CO. TAX COLLECTOR	07/09/2015	11,532.77	COMMISSIONS
2453	ESCAMBIA COUNTY PROPERTY APPRAISER	07/09/2015	3,345.12	4TH QTRY FY 14-15
2679	EXPRESS FORESTRY SERVICE, LLC	07/09/2015	3,456.80	PERFORMANCE BOND
2679	EXPRESS FORESTRY SERVICE, LLC	07/09/2015	69,136.00	2015 SAND PINE AND HARDWOOD TR
3942	A & W VENTURES, L.C.	07/09/2015	151.34	PORTABLE TOILET FOR PHIPPS PAR
2268	INNOVATIVE OFFICE SOLUTIONS, INC	07/09/2015	918.00	PHONE MAINTENANCE
3193	INSURANCE INFORMATION EXCHANGE	07/09/2015	90.10	BACKGROUND INVESTIGATIONS
4921	JACKSON COUNTY UTILITIES	07/09/2015	29.00	WATER/SEWER-MARIANNA
5263	WILLIAM JOHNSON, JR.	07/09/2015	50.00	WELL PERMITTING FEE REFUND
5143	KETCHAM REALTY GROUP, INC.	07/09/2015	1,200.00	APPRAISAL REVIEW OF THE SYFRET
3921	KOUNTRY RENTAL, INC.	07/09/2015	4,118.00	RENTAL AND SERVICE OF PORTABLE
76	LEON COUNTY PROPERTY APPRAISER	07/09/2015	2,460.94	4TH QTR FY 14-15
277	LIBERTY CO. PROPERTY APPRAISER	07/09/2015	307.61	4TH QTR FY 14-15
2299	LIBERTY COUNTY SOLID WASTE	07/09/2015	28.00	SOLID WASTE-FL RIVER
4873	MAIN STREET AUTOMOTIVE, INC.	07/09/2015	32.36	OPEN PURCHASE ORDER FOR ERP-CR
5146	MICHAEL CORRIE MANNION	07/09/2015	2,464.00	GIS DATA INTEGRATION SUPPORT
3406	NEECE TRUCK TIRE CENTER INC.	07/09/2015	673.88	TIRES FOR WMD-2423, REG
288	OKALOOSA CO. PROPERTY APPRAISER	07/09/2015	2,306.08	4TH QTR FY 14-15
64	PANAMA CITY NEWS HERALD	07/09/2015	124.70	LEGAL AD
2663	PATIENTS FIRST APPELYARD, INC	07/09/2015	49.00	LABORATORY TESTING
62	PENSACOLA NEWS-JOURNAL	07/09/2015	158.70	LEGAL AD

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

5272	SHANNON MARTIN	07/09/2015	30.00	WELL PERMITTING FEE REFUND
4136	RICOH AMERICAS CORPORATION	07/09/2015	254.22	RICOH COPIER LEASE FOR REGULAT
4059	SNARR ENTERPRISES	07/09/2015	2,450.00	LABOR- SIGN FRAME INSTALLATION
4799	STAPLES CONTRACT & COMMERCIAL, INC.	07/09/2015	36.40	ERGONOMICALLY ALTERNATIVE CHAI
342	THE STAR	07/09/2015	74.70	LEGAL AD
110	TALQUIN ELECTRIC COOPERATIVE, INC.	07/09/2015	320.73	WATER/SEWER
110	TALQUIN ELECTRIC COOPERATIVE, INC.	07/09/2015	87.17	SECURITY LIGHTS
110	TALQUIN ELECTRIC COOPERATIVE, INC.	07/09/2015	4,266.09	ELECTRIC-HQ
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	07/09/2015	3,940.00	PUBLIC RECREATION SITE CLEAN U
5242	MARSIGLIO & MURPHY DESIGN GROUP, INC.	07/09/2015	5,951.61	ADVANCED WEB APPLICATION PROGR
5004	VICTOR WALLACE	07/09/2015	50.00	WELL PERMITTING FEE REFUND
75	WALTON COUNTY PROPERTY APPRAISER	07/09/2015	1,664.69	4TH QTR FY 14-15
382	WASHINGTON COUNTY NEWS	07/09/2015	96.00	LEGAL AD
1305	WASTE MANAGEMENT - LEON COUNTY, INC	07/09/2015	52.65	SOLID WASTE-MARIANNA
3462	WASTE MANAGEMENT OF PANAMA CITY	07/09/2015	140.00	DUMPSTER FOR ECONFINA OFFICE A
4774	JOHN T WILLIAMSON	07/09/2015	170.00	JANITORIAL SERVICES FOR THE WF

TOTAL CHECKS

183,202.66

4369	JOHN M. BATEMAN	07/10/2015	264.98	EMPLOYEE TRAVEL
4961	PETER FOLLAND	07/10/2015	140.00	EMPLOYEE TRAVEL
1095	TYLER MACMILLAN	07/10/2015	90.00	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	07/10/2015	140.00	EMPLOYEE TRAVEL
4534	JANET STRUTZEL	07/10/2015	265.68	EMPLOYEE TRAVEL

TOTAL ACH TRANSFER

900.66

TOTAL AP

184,103.32

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
3293	ANGUS ANDREWS	07/15/2015	107.69	BOARD TRAVEL
5028	AQUATIC INFORMATICS INC	07/15/2015	5,000.00	SMA RENEWAL FOR AQUARIUS WEBPO
4453	B&D CONTRACTORS, INC.	07/15/2015	10,018.86	GUM CREEK CULVERTS
2967	BANK OF AMERICA	07/15/2015	3,122.51	P-CARD PURCHASES
2967	BANK OF AMERICA	07/15/2015	45.00	E BAY FEES FOR SELLING PECKY C
2967	BANK OF AMERICA	07/15/2015	421.85	COPIER RETURN
2967	BANK OF AMERICA	07/15/2015	7,046.06	SAMPLE PUMPS
2967	BANK OF AMERICA	07/15/2015	35.00	MEMBERSHIP DUES
5128	CITY OF BONIFAY	07/15/2015	8,080.00	WATERLINE REPLACEMENT PROJECT
5128	CITY OF BONIFAY	07/15/2015	3,842.50	PLANNING FOR REUSE OF RECLAME
4655	CITY OF GRETNA	07/15/2015	6,125.00	WATER SYSTEM UPGRADES
97	THE DEFUNIAK HERALD	07/15/2015	30.38	LEGAL AD
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	07/15/2015	656.16	QUARTERLY INTEREST
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	07/15/2015	169.20	QUARTERLY INTEREST
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	07/15/2015	1,695.51	QUARTERLY INTEREST
45	DMS	07/15/2015	5.75	DEDICATED LONG DISTANCE
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	07/15/2015	10,042.57	FUEL
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	07/15/2015	1,676.63	WEX TELEMATICS FLEET MANAGEMEN
2702	FISH AND WILDLIFE	07/15/2015	6,250.10	LAW ENFORCEMENT/SECURITY SERVI
2702	FISH AND WILDLIFE	07/15/2015	4,705.79	LAW ENFORCEMENT/SECURITY SERVI
349	GADSDEN COUNTY PROPERTY APPRAISER	07/15/2015	432.71	4TH QTR FY 14-15
4042	GGI, LLC, DBA GENESIS GROUP	07/15/2015	2,400.00	TASK 15&16
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	07/15/2015	1,235.09	MONITORING-MAINTENANCE HQ & MA
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	07/15/2015	480.00	POLYETHYLEN TUBING FOR GROUND
916	GULF POWER COMPANY	07/15/2015	601.46	ELECTRIC-MILTON
916	GULF POWER COMPANY	07/15/2015	775.62	ELECTRIC-CRESTVIEW
4607	MAIL FINANCE INC	07/15/2015	126.00	MAILING SYSTEM LEASE FOR CARR,
4607	MAIL FINANCE INC	07/15/2015	126.00	CRESTVIEW LEASE
3003	HAVANA FORD, INC.	07/15/2015	52.98	OPEN PURCHASE ORDER FOR RMD
3003	HAVANA FORD, INC.	07/15/2015	35.65	OPEN PURCHASE ORDER FOR REG
3003	HAVANA FORD, INC.	07/15/2015	77.94	OPEN PURCHASE ORDER FOR RMD
3003	HAVANA FORD, INC.	07/15/2015	76.92	OPEN PURCHASE ORDER FOR RMD
3003	HAVANA FORD, INC.	07/15/2015	154.47	OPEN PURCHASE ORDER FOR RMD
666	JEFFERSON COUNTY PROPERTY APPRAISER	07/15/2015	195.16	4TH QTR FY 14-15
5270	MATTHEW LAND	07/15/2015	24,750.00	AGRICULTURAL BMP COST SHARE AG
4873	MAIN STREET AUTOMOTIVE, INC.	07/15/2015	29.66	OPEN PURCHASE ORDER FOR ERP-CR
5175	MCARTHUR FARMS	07/15/2015	12,705.09	AG COST SHARE AGREEMENT

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

5188	JIMMY RAY MCARTHUR	07/15/2015	45,890.47	AG COST SHARE AGREEMENT
3198	MILTON AUTO PARTS, INC.	07/15/2015	201.34	TRACTOR BATTERY AND SUPPLIES
5264	NORTHWEST FLORIDA HOG CONTROL, LLC	07/15/2015	500.00	HOG REMOVAL
1205	OFFICE DEPOT, INC.	07/15/2015	181.28	OFFICE SUPPLIES
3023	PANAMERICAN CONSULTANTS, INC.	07/15/2015	2,470.00	ARCHAEOLOGICAL SURVEY AND REPO
4090	JERRY PATE	07/15/2015	162.87	BOARD TRAVEL
4849	NICK PATRONIS	07/15/2015	81.88	BOARD TRAVEL
3813	PENNINGTON, P.A.	07/15/2015	11,130.00	LEGAL COUNSEL
71	PETTY CASH	07/15/2015	79.35	PETTY CASH
5251	RANDSTAD NORTH AMERICA, INC.	07/15/2015	3,806.25	STAFF AUG SERVICES
5183	ROBERT J YOUNG COMPANY, INC	07/15/2015	1,374.46	COPIER LEASE FOR FACILITIES
3960	GEORGE ROBERTS	07/15/2015	81.88	BOARD TRAVEL
4228	SOWELL TRACTOR CO., INC.	07/15/2015	573.27	FIELD SUPPLIES AND PARTS
4967	SAMUEL SPRING	07/15/2015	85.44	BOARD TRAVEL
4799	STAPLES CONTRACT & COMMERCIAL, INC.	07/15/2015	161.21	OFFICE SUPPLIES
4557	VERIZON WIRELESS	07/15/2015	864.90	JETPACKS
5218	WAGEWORKS, INC.	07/15/2015	153.00	ADMIN FEE FOR FSA
5239	COLBY BARTON WILLOUGHBY	07/15/2015	17,001.94	AG COST SHARE AGREEMENT
	TOTAL CHECKS		<u>198,130.85</u>	
4944	BRETT CYPHERS	07/17/2015	170.00	EMPLOYEE TRAVEL
273	W. G. GOWENS	07/17/2015	177.50	EMPLOYEE TRAVEL
	TOTAL ACH TRANSFER		<u>347.50</u>	
	TOTAL AP		<u><u>198,478.35</u></u>	

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

VENDOR	NAME	INVOICE NET	INVOICE DESCRIPTION	CHECK DATE
2992	BANK OF AMERICA	161.49	ONLINE ACCESS TO BANK ACCOUNT	07/22/2015
2992	BANK OF AMERICA	256.40	PAYMENT PORTAL FOR WELL PERMIT	07/22/2015
2992	BANK OF AMERICA	1,698.64	ACCOUNT ANALYSIS	07/22/2015
5177	CAPITAL CITY AUTOMOTIVE, LLC	90.00	VEHICLE REPAIR WMD2435--CARR	07/22/2015
3269	CDW GOVERNMENT, INC.	2,127.24	UPS'	07/22/2015
3524	CITY OF CRESTVIEW	40.85	WATER/SEWER CFO	07/22/2015
4676	CITY OF MILTON FLORIDA	35.50	DUMPSTER SERVICE	07/22/2015
4676	CITY OF MILTON FLORIDA	16.36	SEWER-MILTON	07/22/2015
3289	CITY OF TALLAHASSEE	37.67	LAKESHORE	07/22/2015
1948	DELL MARKETING L.P.	4,499.92	HARD DRIVES TO STORE ARCGIS MA	07/22/2015
2241	DEPT. OF THE INTERIOR - USGS	2,000.00	POTENTIAL, REFERENCE AND ACTUA	07/22/2015
45	DMS	144.00	ANNUAL PARKING SERVICES FY 15-	07/22/2015
45	DMS	1,263.08	PHONES-CARR	07/22/2015
45	DMS	1,349.46	PHONES-CRESTVIEW	07/22/2015
4855	ENVIRON SERVICES INCORPORATED	275.00	JANITORIAL SERVICE MARIANNA	07/22/2015
4855	ENVIRON SERVICES INCORPORATED	1,552.00	JANITORIAL SERVICE - HQ	07/22/2015
2526	ENVIRONMENTAL SIMULATIONS, INC.	2,040.00	AQUIFER WIN32 & GROUNDWATER VI	07/22/2015
2171	ESRI, INCORPORATED	17,500.00	ESRI SOFTWARE	07/22/2015
2171	ESRI, INCORPORATED	10,000.00	ESRI SOFTWARE	07/22/2015
3282	W.W. GRAINGER, INC.	27.84	FIELD SUPPLIES	07/22/2015
3282	W.W. GRAINGER, INC.	145.64	FIELD SUPPLIES	07/22/2015
4381	TOWN OF GRAND RIDGE	112,307.05	WATER EXTENSION TO THE I 10 IN	07/22/2015
2291	GULF COAST ELECTRIC COOPERATIVE,INC	432.34	ELECTRIC-ECONFINA	07/22/2015
4607	MAIL FINANCE INC	259.00	MAILING SYSTEM LEASE FOR CARR,	07/22/2015
247	HOLMES COUNTY TAX COLLECTOR	11.18	2014 POSTAGE	07/22/2015
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1,388.37	COPIER LEASE	07/22/2015
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	518.99	COPIER LEASE FOR ECONFINA OFFI	07/22/2015
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	59.02	NEW COPIER FOR REG	07/22/2015
3921	KOUNTRY RENTAL, INC.	207.50	CLEANING OF BOTH ECONFINA OFFI	07/22/2015
3266	LOWE'S COMPANIES INC.	263.04	SUPPLIES	07/22/2015
3266	LOWE'S COMPANIES INC.	732.26	FIELD SUPPLIES	07/22/2015
4986	PATRICIA LUJAN	7,374.16	CRESTVIEW LEASE	07/22/2015
5278	EDWARD JAMES MCWHITE	75.00	ARMED SECURITY DETAIL FOR GOVE	07/22/2015
4382	J. MILLER CONSTRUCTION, INC.	12,524.00	LOW-WATER-CROSSING	07/22/2015

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

4876	NORTH AMERICAN FARMS, INC.	42,237.75	AG COST SHARE AGREEMENT	07/22/2015
1205	OFFICE DEPOT, INC.	46.23	OFFICE SUPPLIES	07/22/2015
1205	OFFICE DEPOT, INC.	23.24	OFFICE SUPPLIES	07/22/2015
1205	OFFICE DEPOT, INC.	8.98	OFFICE SUPPLIES	07/22/2015
71	PETTY CASH	210.00	KAYAK AND CANOE RENTALS TOUR O	07/22/2015
4081	POT-O-GOLD RENTALS, LLC	1,275.00	PORTABLE TOILETS	07/22/2015
4345	PRIDE ENTERPRISES FORESTRY	4,459.38	RECREATION SITE SUPPLIES	07/22/2015
5183	ROBERT J YOUNG COMPANY, INC	302.87	ANNUAL MAINTENANCE AGREEMENTS	07/22/2015
5183	ROBERT J YOUNG COMPANY, INC	1.21	ANNUAL MAINTENANCE AGREEMENTS	07/22/2015
4091	THE SHOE BOX	134.99	SAFETY BOOTS - FREEMAN	07/22/2015
4091	THE SHOE BOX	170.99	SAFETY BOOTS-COLE GRANGER	07/22/2015
4091	THE SHOE BOX	116.99	SAFETY BOOTS-SELINA POTTER	07/22/2015
5242	MARSIGLIO & MURPHY DESIGN GROUP, INC.	17,250.00	WEBSITE MIGRATION	07/22/2015
5245	TOWN OF WESTVILLE	9,290.00	WATER MAIN REPLACEMENT PROJECT	07/22/2015
4819	DANIEL S. MILLER	350.00	PLANTS	07/22/2015
4557	VERIZON WIRELESS	2.48	MACHINE TO MACHINE	07/22/2015
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	11,711.60	LAW ENFORCEMENT/SECURITY	07/22/2015
4038	WINDSTREAM COMMUNICATIONS	49.90	800#'S LONG DISTANCE EFO	07/22/2015
	TOTAL CHECKS	<u>269,054.61</u>		
4961	PETER FOLLAND	200.00	EMPLOYEE TRAVEL	07/24/2015
3823	KENNETH ANDREW ROACH	200.00	EMPLOYEE TRAVEL	07/24/2015
	TOTAL ACH TRANSFER	<u>400.00</u>		
	TOTAL AP	<u><u>269,454.61</u></u>		

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4522	AECOM TECHNICAL SERVICES, INC	07/30/2015	28,857.50	FEMA MAP MODERNIZATION - TECHN
4522	AECOM TECHNICAL SERVICES, INC	07/30/2015	54,716.98	FEMA MAP MODERNIZATION - TECHN
4832	ASSURANT EMPLOYEE BENEFITS	07/30/2015	4,500.38	REGULAR DENTAL
4832	ASSURANT EMPLOYEE BENEFITS	07/30/2015	170.12	PREPAID DENTAL
4834	ASSURANT EMPLOYEE BENEFITS	07/30/2015	821.78	EMPLOYEE LIFE & AD&D
4833	ASSURANT EMPLOYEE BENEFITS	07/30/2015	1,299.68	VOLUNTARY LTD
95	AT&T	07/30/2015	350.94	PHONES-EFO
2417	BEARD EQUIPMENT COMPANY, INC.	07/30/2015	1,973.16	TS 100 SERVICE/ REPAIRS
2417	BEARD EQUIPMENT COMPANY, INC.	07/30/2015	459.54	REPAIR AND MAINTENANCE ON JOHN
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	07/30/2015	410.64	RETIREE MEDICARE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	07/30/2015	48,994.85	EMPLOYEE HEALTH INSUR
4845	CALHOUN COUNTY SHERIFF'S OFFICE	07/30/2015	1,455.12	CALHOUN CO SHERIFF-LAW ENFCMT/
5177	CAPITAL CITY AUTOMOTIVE, LLC	07/30/2015	52.90	OPEN PURCHASE ORDER FOR POOL V
1617	CAPITAL HEALTH PLAN	07/30/2015	72,319.46	EMPLOYEE HEALTH INSUR
3269	CDW GOVERNMENT, INC.	07/30/2015	1,085.54	SERVER MEMORY AND HARD DRIVE A
5095	CITY OF MONTICELLO	07/30/2015	26,288.50	U HWY 19 WATER LINE EXTENSION
3722	CITY OF SPRINGFIELD	07/30/2015	39,923.40	WATER SYSTEM IMPROVEMENTS
3904	DADE PAPER & BAG COMPANY	07/30/2015	715.54	BUILDING AND GROUNDS SUPPLIES
97	THE DEFUNIAK HERALD	07/30/2015	49.50	LEGAL AD
45	DMS	07/30/2015	5.11	AUDIO CONFERENCING
45	DMS	07/30/2015	7,505.14	ETHER/INTERNET-ALL
45	DMS	07/30/2015	1.95	AUDIO CONFERENCING
45	DMS	07/30/2015	144.00	LAN PORTS
45	DMS	07/30/2015	4.14	LAN PORTS
45	DMS	07/30/2015	1,909.36	ST JOHNS INTERNET
1292	FISHER SCIENTIFIC	07/30/2015	169.88	PH BUFFERS FOR METER CALIBRATI
3710	FLORIDA DEPT OF STATE	07/30/2015	31.64	FAR AD FOR RFP 15-003
2702	FISH AND WILDLIFE	07/30/2015	27,391.19	COOPERATIVE MANAGEMENT SAND HI
2701	FLORIDA MUNICIPAL INSURANCE TRUST	07/30/2015	2,376.27	WC DEDUCTIBLE
24	FLORIDA PUBLIC UTILITIES COMPANY	07/30/2015	589.61	ELECTRIC-MARIANNA
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	07/30/2015	24.08	FAR Ad
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	07/30/2015	34.02	FAR/LEGAL AD FOR 2015 GOVERNIN
5180	GK HOLDINGS, INC	07/30/2015	6,045.00	VMWARE VSHPERE FAST TRACK V5.
410	GULF COUNTY TAX COLLECTOR	07/30/2015	1,118.42	2014 COMMISSIONS

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

2941	HACH COMPANY	07/30/2015	4,688.95	INTEGRATED WATER LEVEL LOGGERS
3388	HALL CONTRACTING & CONSTRUCTION, INC	07/30/2015	34,974.90	ECONFINA FIELD OFFICE ADDITION
4873	MAIN STREET AUTOMOTIVE, INC.	07/30/2015	29.66	OPEN PURCHASE ORDER FOR ERP-CR
63	NORTHWEST FLORIDA DAILY NEWS	07/30/2015	141.74	LEGAL AD
63	NORTHWEST FLORIDA DAILY NEWS	07/30/2015	165.59	LEGAL AD
63	NORTHWEST FLORIDA DAILY NEWS	07/30/2015	151.28	LEGAL AD
1463	ORACLE CORPORATION	07/30/2015	2,336.00	ANNUAL SUPPORT FOR ORACLE PROD
4720	SOUTHWOOD SHARED RESOURCE CENTER	07/30/2015	891.12	OFFSITE DATA STORAGE
5156	SPERRY & ASSOCIATES, INC.	07/30/2015	44,834.38	ECONFINA SPRINGS COMPLEX-SPRIN
4799	STAPLES CONTRACT & COMMERCIAL, INC.	07/30/2015	119.96	PATCH CABLES AND CABLE PROBE
4799	STAPLES CONTRACT & COMMERCIAL, INC.	07/30/2015	18.86	PATCH CABLES AND CABLE PROBE
107	TALLAHASSEE STAMP CO.	07/30/2015	24.05	SIGNATURE STAMP
4804	TOWN OF WAUSAU	07/30/2015	5,050.00	BOOSTER PUMP INSTALLATION
4289	TRI STATE EMPLOYMENT SERVICE, INC.	07/30/2015	62.00	TEMP SERVICES
3696	URS CORPORATION	07/30/2015	1,975.87	118 RISK MAP PROJECT CHIPOLA W
3696	URS CORPORATION	07/30/2015	21,623.49	111 COASTAL PANHANDLE FIRM
4557	VERIZON WIRELESS	07/30/2015	134.76	CELL PHONES
4626	WASTE PRO OF FLORIDA, INC	07/30/2015	159.69	SOLID WASTE-HQ
4626	WASTE PRO OF FLORIDA, INC	07/30/2015	159.69	SOLID WASTE-HQ
5279	ROGER L. WEST	07/30/2015	551.70	TRAVEL REIMBURSEMENT

TOTAL CHECKS

449,889.03

4966	DAVID REED CHERRY	07/31/2015	110.00	EMPLOYEE TRAVEL
982	WILLIAM O. CLECKLEY	07/31/2015	182.00	EMPLOYEE TRAVEL
982	WILLIAM O. CLECKLEY	07/31/2015	73.87	EMPLOYEE TRAVEL
3080	STEVEN COSTA	07/31/2015	110.00	EMPLOYEE TRAVEL
4961	PETER FOLLAND	07/31/2015	115.00	EMPLOYEE TRAVEL
4339	KATHARINE PRICE	07/31/2015	110.00	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	07/31/2015	115.00	EMPLOYEE TRAVEL
5158	CORIE WHITE	07/31/2015	110.00	EMPLOYEE TRAVEL

TOTAL ACH TRANSFER

925.87

TOTAL AP

450,814.90

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

JULY 2015

DIRECT DEPOSIT	7/10/2015	213,123.37
CHECKS	7/10/2015	1,853.18
FLEX SPENDING TRANSFER	TF0079	1,453.60
DIRECT DEPOSIT	7/24/2015	212,286.32
CHECKS	7/24/2015	1,720.20
FLEX SPENDING TRANSFER	TF0083	1,453.60
		<u><u>431,890.27</u></u>

APPROVED:

Chairman or Executive Director

September 10, 2015

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Wendy Dugan, Division of Administration Director

DATE: August 26, 2015

SUBJECT: Consideration of Surplus, Disposal, and Donation Agreement Relating to
Marianna Field Office

Recommendation

Staff recommends the Governing Board approve the declaration of the Marianna Field Office as surplus, authorize staff to dispose of the building by donation to the Jackson County Board of County Commissioners, and approve the donation agreement.

Staff also notes a correction in the minutes that included an incorrect tag number which was referenced in the surplus and disposal of the Econfina Trailer at the June Board meeting. The wrong tag referenced was #2997 and is to be changed to #2996. (Tag #2997 is the pole barn which is still in use.)

Background

The building listed in the table on the next page has served as the District's Marianna Field Office (FO) since 1981. Over the last three years, the District has initiated a number of cost-saving and efficiency evaluations, including the use and staffing of field offices. In 2014, staff determined that the consolidation of the Marianna FO with the Econfina FO would be in the best interest of the taxpayers and the efficiency of the District's Lands Division. The Governing Board was provided an overview of the consolidation of the two field offices in March, 2015.

The Fiscal Year 2014-2015 adopted budget provided funds for the scheduled modification of the Econfina FO to accommodate the additional staff, equipment, and vehicles from the Marianna FO, as well as to address several existing on-site needs. The renovations to the Econfina FO are scheduled to be completed in September with an occupancy date expected before the end of the fiscal year.

The land on which the Marianna FO was constructed is owned by the Jackson County Board of County Commissioners. The District's legal counsel, in collaboration with Jackson County, has drafted an agreement whereby the District terminates the land lease and donates the District's

leasehold interest in the premises to Jackson County, while Jackson County agrees to assign rights to the District to use three parking spaces, outside space to store trailerable equipment, and an office inside the building at no cost to the District.

Once the three staff at the Marianna FO can be relocated to the Econfina FO, the District will be ready to finalize the donation and transfer of the Marianna FO.

The Marianna FO is a 5,045 square foot modular metal building with an attached 1,986 square foot canopy. The building was constructed in 1981 with a booked value of \$98,089.75. While the market value is unknown, replacement costs of \$295,000 were last assessed in 2006.

Department	Description	Tag ID	Condition	Replacement Cost	Disposal Method
Lands	Marianna Field Office	2995	Good	\$295,000	Donation to Jackson County Board of County Commissioners

Approved : _____ Date _____
 Brett J. Cyphers

AGREEMENT OF DONATION

This Agreement is made this 12th day of May, 2015, by and between the Northwest Florida Water Management District, a special taxing district of the State of Florida, whose address is 81 Water Management Drive, Havana, Florida 32333 (the "District") and the Jackson County Board of County Commission (the "Board"), whose address is 2684 Madison Street, Marianna, Florida 32448.

WHEREAS, the District is the Lessee of that certain premises located at 4765 Pelt Street (the "Premises") pursuant to that certain Lease dated 11/5/1980 by and between the District and the Board as Lessor (a copy of the Lease is attached hereto as Exhibit A and incorporated herein by reference);

WHEREAS, the District is desirous of donating its leasehold interest in the Premises to the Board and terminating the Lease; and

WHEREAS, the Board is desirous of accepting the District's leasehold interest in the Premises and terminated the Lease.

NOW THEREFORE the parties agree as follows:

1. Recitals. The above recitals are true and correct.
2. Donation; Termination. The District agrees to donate its leasehold interest in the Premises to the Board, and the District and the Board agree to terminate the Lease.
3. Documents, Costs and Closing. Conveyance shall be by assignment in the form attached hereto as Exhibit B and termination of the Lease shall be by termination agreement in the form attached hereto as Exhibit C. Closing shall occur on or before the 31st day of October, 2015 (the "Closing Date"), via U.S. Mail; provided, however, that the Closing Date may be extended in the District's sole discretion in the event that construction of the District's Econfina Field Office addition is not completed by October 31, 2015. Each party will be responsible for its own costs for legal representation. The Premises shall be conveyed in the same condition as it exists on the effective date of this Agreement, ordinary wear and tear accepted.
4. Inspection. The District agrees that after the date of this Agreement, the Board and its agents and employees shall have the right upon reasonable notice to enter the Premises for all lawful purposes permitted under this Agreement.

5. Attorneys/Brokers. Each party shall be responsible for its own attorney fees in connection with any actions arising out of this Agreement. Each party warrants to the other that no person or entity is entitled to any real estate commission, finders, referral or any other fee as a result of this Agreement or the subsequent closing.
6. Conditions. The District's obligation to perform this Agreement is expressly made contingent and conditioned upon the following:
 - (a) The Board shall, at closing, donate to the District the exclusive and continuing right to occupy and use one (1) office currently existing in the Premises, for so long as the Board owns the Premises, or until such time as the Premises ceases to be functional for the Board's purposes. Determination as to the functionality of the Premises shall be made solely by the Board. Conveyance shall be by assignment in the form attached hereto as Exhibit D, which shall identify and describe the office with particularity.
 - (b) The Board shall, at closing, donate to the District the exclusive and continuing right to occupy and use three (3) contiguous parking spaces currently existing in the Premises and sufficient non-designated space to temporarily store trailer-able equipment, for the same time periods identified in paragraph 6(a). The Board shall ensure that said office shall at all times be equipped and furnished with electricity and internet access to the same and equivalent extent as the rest of the building located on the Premises. Conveyance shall be by assignment in the form attached hereto as Exhibit D, which shall identify and describe the parking spaces with particularity.
 - (c) This Agreement is approved by the Governing Board of the District.
 - (d) All signatories have good and lawful authority to execute this Agreement.
7. Miscellaneous. This Agreement may not be assigned without the written consent of the parties. The legal successor of any party will be bound by this Agreement as fully as that party is bound. This Agreement is the entire agreement of the parties and supersedes all prior and contemporaneous agreements or understandings. In the event of any legal or equitable action, including any appeals, which may arise hereunder between or among the

parties hereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees and any and all costs incurred.

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
George Roberts, Chair

WITNESSES:

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by George Roberts who is personally known to me.

NOTARY PUBLIC
My Commission expires:

**JACKSON COUNTY BOARD
OF COUNTY COMMISSION**

By: *Kenneth Stephens*
Print Name: Kenneth Stephens
Its: Chairman

WITNESSES:

[Signature]
Signature

Joshua Hall
Print Name

Pamela G. Pichard
Signature

Pamela G. Pichard
Print Name

STATE OF FLORIDA
COUNTY OF Jackson

The foregoing instrument was acknowledged before me this 12th day of May, 2015, by Kenneth Stephens as Chairman of Jackson County Board of County Commission, who is personally known to me or who has produced _____ as identification.

Jennifer N. Patrick
NOTARY PUBLIC
My Commission expires:



EXHIBIT A

[Copy of Lease]

EXHIBIT B
ASSIGNMENT

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is hereby acknowledged, the undersigned, Northwest Florida Water Management District, a special taxing district of the State of Florida, whose address is 81 Water Management Drive, Havana, Florida 32333 (the "District"), does, by execution hereof, transfer and assign all of its rights and obligations under that certain Lease (hereinafter referred to as the **ALease@**) executed on November 5th, 1980 by and between the District (as Lessee) and the Jackson County Board of County Commission (the "Board") (as Lessor) to the Board and the Board, by its authorized representative's signature below, does hereby accept the assignment and does hereby agree to be bound by the obligations of the Lessee contained therein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 12th day of May, 2015.


Northwest Florida Water Management District

Name: _____

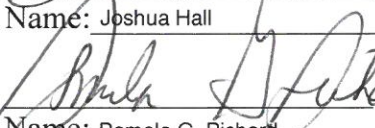
By: _____
George Roberts, Chair
Date: _____

Name: _____

Jackson County Board of County Commissioners


Name: Joshua Hall

By: 
Print Name: Kenneth Stephens


Name: Pamela G. Pichard

Its: Chairman
Date: May 12th, 2015

EXHIBIT C
TERMINATION OF LEASE

This TERMINATION OF LEASE (“Termination”) is entered into this 12th day of May, 2015 (“Effective Date”), by and between the Northwest Florida Water Management District, a special taxing district of the State of Florida, whose address is 81 Water Management Drive, Havana, Florida 32333 (the “District”) and the Jackson County Board of County Commission (the “Board”), whose address is 2684 Madison Street, Marianna, Florida 32448.

WHEREAS, the Board, as Lessor, and the District, as Lessee, entered into that certain Lease Agreement dated November 5, 1980 (“Lease”), with respect to that certain real property located at 4765 Pelt Street, Marianna, Jackson County, Florida (“Leased Premises”); and

WHEREAS, Lessor and Lessee agree to terminate the Lease on the Effective Date of the Termination.

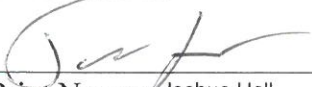
NOW, THEREFORE, in consideration of Ten Dollars and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:


1. Termination. The parties hereby terminate the Lease, which shall be null and void and of no further force and effect.
2. Release. Lessee hereby releases, discharges and waives any claims known or unknown against Lessor, its successors and assigns, arising out of or in any way connected with the Lease.
3. Binding Effect. This Termination shall be for the benefit of and be binding upon the parties hereto and their respective successors and assigns.
4. Final Agreement. This Termination shall constitute the final agreement and understanding of the parties pertaining to this subject matter. No modifications to this Termination shall be binding unless executed in writing by the parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Termination on the date and year first above written.


WITNESSES:


Print Name: Joshua Hall


Print Name: Pamela G. Pichard

LESSOR:

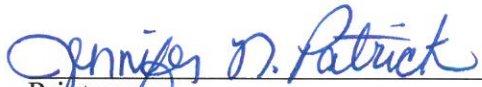
Jackson County Board of County Commissioners

By: 
Print Name: Kenneth Stephens
Its: Chairman

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this 12th day of May, 2015, by Kenneth Stephens as Chairman of the Jackson County Board of County Commissioners, who is personally known to me or has produced _____ as identification.


Print name: _____
NOTARY PUBLIC
State and County aforesaid
My commission expires: _____
My commission number: _____



WITNESSES:

Print Name: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by George Roberts as Chair of the Governing Board of the Northwest Florida Water Management District, who is personally known to me or has produced _____ as identification.

LESSEE:

Northwest Florida Water
Management District

By: _____
George Roberts, Chair

Print name: _____
NOTARY PUBLIC
State and County aforesaid
My commission expires: _____
My commission number: _____

EXHIBIT D

**ASSIGNMENT OF INTEREST IN PARKING SPACES,
EQUIPMENT SPACE AND OFFICE**

THIS ASSIGNMENT OF INTEREST IN PARKING SPACES, EQUIPMENT SPACE AND OFFICE (“Assignment”) is made this 12th day of May, 2015, by the JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter “Assignor”), whose address is 2684 Madison Street, Marianna, Florida 32448 to the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (hereinafter “Assignee”), whose address is 81 Water Management Drive, Havana, Florida 32333.

RECITALS:

WHEREAS, Assignor is the owner of that certain real property (the “Premises”), located at 4765 Pelt Street Marianna, Florida, more particularly described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, there are 8 parking spaces located on the Premises (the “Parking Spaces”).

WHEREAS, there is a building (the “Building”) located on the Premises containing 5 offices (the “Offices”); and

WHEREAS, pursuant to that certain Agreement of Donation between Assignor and Assignee, of even date herewith, Assignor has agreed to assign to Assignee all of its rights to certain Parking Spaces and Office described below.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and form a material part of this Assignment.

2. Assignment of Parking Spaces and Office. Assignor hereby grants, bargains, sells, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to:

(a) Three (3) contiguous Parking Spaces located in the southwest corner of the Premises (the "Parking Spaces"),

(b) Sufficient space, but in any event not less than 500 square feet, in the southwest corner of the Premises to temporarily store trailerable equipment (the "Equipment space").

(c) One (1) office in the Building on the Premises, said office located in the northwest corner of the Building.

Assignor is conveying all its right, title and interest to the above-described Parking Spaces, Equipment Space and Office, which includes an exclusive right to use the Parking Spaces, Equipment Space and Office.

3. Exceptions. This Assignment is made subject to, and Assignor and Assignee shall be bound by the terms, conditions and regulations contained in the Agreement of Donation.

4. Use of Parking Spaces, Equipment Space and Office. Assignee agrees that only reasonable and customary use will be made of the Parking Spaces, Equipment Space and Office, covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted therein or thereon or on/in adjacent facilities or premises. Assignee will dispose of all rubbish and garbage in appropriate containers. Assignee shall be responsible for the conduct and actions of its guests.

5. Miscellaneous.

(a) Execution by Parties. This Assignment shall not become effective until it has been executed by all of the parties hereto, but shall be dated for purposes hereof as of the date and year first above written.

(b) Applicable Law. This Assignment shall be construed under the laws of the State of Florida.

(c) Time of the Essence. Time is of the essence.

(d) Binding Effect upon Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of, respectively, the parties, their successors, legal representatives, grantees and assigns, as applicable and appropriate.

(e) Severability. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Assignment shall in no way be affected thereby.

(f) Counterparts. This Assignment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument.

(g) Attorneys' Fees. If it becomes necessary for either party herein, their successors or assigns, to seek legal means to enforce the terms of this Assignment, the prevailing party will be liable for all reasonable attorneys' fees, collection costs, travel expenses, deposition costs, expert witness expenses and fees, and any other cost of whatever nature reasonably and necessarily incurred by the prevailing party as a necessary incident to the prosecution or defense of such action plus court costs in all proceedings, trials and appeals.

(h) Waiver. No waiver of any breach of this Assignment shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Assignment shall be taken and construed as cumulative; this is, in addition to every other remedy provided therein or by law. The failure of either party to enforce at any time any of the provisions of this Assignment, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, nor in any way to affect the validity of this Assignment or any part thereof, or the right of either party to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach.

(i) Total Agreement. Except as otherwise expressly stated herein, this Assignment contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations or warranties not set forth herein.

IN WITNESS WHEREOF, this Assignment has been executed on the day and year first above written.

ASSIGNOR:

JACKSON COUNTY BOARD OF COUNTY
COMMISSIONERS

By: *Kenneth Stephens*
Print Name: Kenneth Stephens
Title: Chairman

ASSIGNEE:

NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: _____
George Roberts, Chair

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

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

DATE: August 24, 2015

SUBJECT: Consideration of Additions and Modifications to Florida Forever 2015 Five-Year Work Plan for Land Acquisition

Recommendation:

Staff recommends that the Governing Board approve the additions and modifications to the Florida Forever 2015 Five-Year Work Plan for Land Acquisition.

Background:

In accordance with s. 373.139(3), F.S., staff is requesting approval to amend the Florida Forever 2015 Five-Year Work Plan for Land Acquisition. As required by statute, this action must occur during a public hearing. The proposed changes will provide the District with the flexibility to pursue land acquisition opportunities for water resource protection, should they arise in the Jackson Blue Spring, Wakulla Spring and St. Marks River watersheds. The modifications to the plan do not obligate the District to pursue or purchase any specific property or properties.

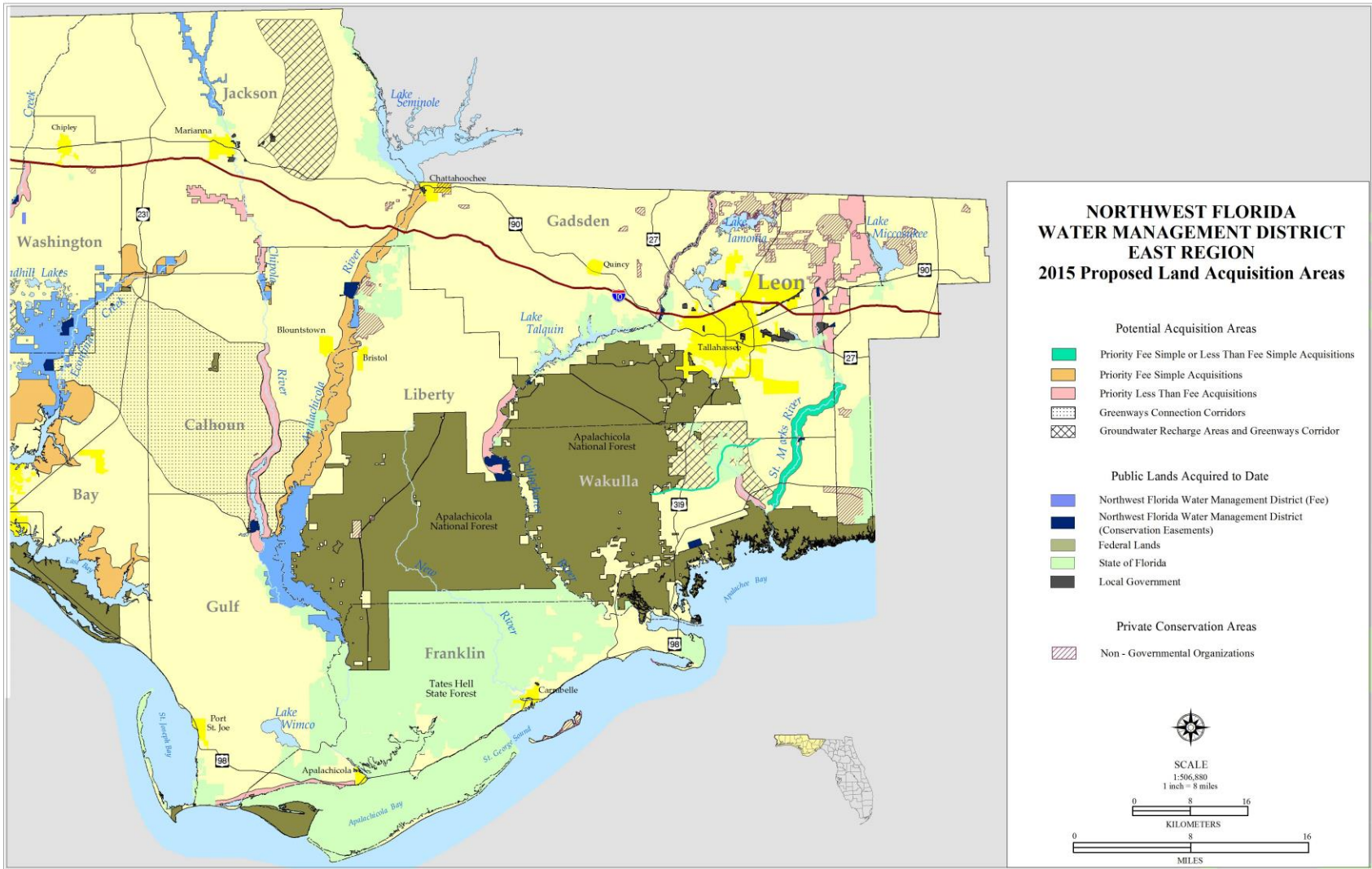
Staff is proposing the following additions and modifications to the Work Plan.

Jackson Blue Spring Groundwater Contribution Area – add 72,341 acres to allow for potential fee simple or less than fee simple acquisitions in the groundwater contribution (or recharge) area. The new area is east of Marianna and shown in a cross-hatched pattern.

Wakulla Springs Groundwater Contribution Area – add 16,583 acres to include potential fee simple or less than fee simple acquisitions in the groundwater contribution (or recharge) area. The new area is located east of the Apalachicola National Forest and shown in a cross-hatched pattern, north of the turquoise line.

St. Marks River – modify the St. Marks River from priority less than fee to priority fee simple or less than fee simple acquisitions.

WOC/cb



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Brett J. Cyphers, Executive Director

THROUGH: J. Breck Brannen, Legal Counsel

FROM: Michael H. Edgar, Director, Regulatory Services

DATE: August 26, 2015

SUBJECT: Annual Regulatory Plan

Background

House Bill 7023 amended the reporting requirements outlined in Chapter 120.74, F.S., for the Annual Regulatory Plan (ARP). Prior to this amendment, the District's regulatory plan included any planned rulemaking in the upcoming year starting July 1 and was submitted to the Speaker of the House, President of the Senate, Joint Administrative Procedures Committee (JAPC), and the Office of Fiscal Accountability and Regulatory Reform (OFARR).

Chapter 120.74, F.S., now requires a list of planned rulemaking to be implemented prior to July 1, a list of new statutes that were amended or created over the previous twelve (12) months that modify the District's duties or authority, whether these statutes require rulemaking, and a certification on behalf of the agency from the agency head and legal counsel that they have reviewed the plan and confirm that the agency's rules were reviewed to determine if the agency's rules remain consistent with the agency's rulemaking authority and laws implemented. Chapter 120.74, F.S., also requires the ARP be submitted electronically to JAPC, maintained at an active website for ten (10) years after the date of initial publication on the agency's website or another state website, and post a notice of the ARP's publication date in the Florida Administrative Register (FAR).

As required by Chapter 120.74, F.S., the District has reviewed its rules to insure compliance with statutory requirements. The attached ARP lists the laws which were enacted or amended during the previous twelve (12) months which create or modify the duties or authority of the agency. These laws do not require the agency to adopt new or amend current administrative rules for proper implementation. Once certified, the ARP will be posted on the District website and maintained for ten (10) years, and a notice will be posted in the FAR identifying the date of publication of the ARP on the agency's website.

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: August 26, 2015

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

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Wendy Dugan, Division of Administration Director

DATE: August 26, 2015

SUBJECT: Consideration of Adoption of the Proposed Millage Rate and Tentative Budget for Fiscal Year 2015-2016

Recommendation

Staff recommends that the Governing Board adopt the proposed millage rate of .0378 of a mill for Fiscal Year 2015-2016 and authorize staff to present it for final adoption at the public hearing on the budget to be held on September 24, 2015, at the Gulf Coast State College in Panama City.

Staff recommends that the Governing Board adopt the District's Tentative Budget for Fiscal Year 2015-2016 and authorize staff to present it for final adoption at the public hearing on the budget to be held on September 24, 2015, at the Gulf Coast State College in Panama City.

Background

The District is authorized by the Constitution of the State of Florida and Chapter 373, Florida Statutes, to assess ad valorem tax revenues to support water management district operations. The District proposes to levy a millage rate of .0378 of a mill for Fiscal Year 2015-2016. The revenues that the .0378 millage levy will generate are necessary to fund District operations as identified in the Tentative Budget for Fiscal Year 2015-2016.

The proposed millage rate is the rolled-back rate of .0378, which is less than the .0390 assessed in Fiscal Year 2014-2015 and 24.4 percent below the legally authorized rate of .0500. Levying .0378 of a mill will increase the estimated tax revenues of the District by 1.5 percent or \$52,052.

Staff has considered all known fiscal activity for the 2015-2016 fiscal year and has completed the preparation of the District's Tentative Budget. The Tentative Budget has been provided to the Executive Office of the Governor and the Florida Legislature in the report format required by law and by the required August 1, 2015, deadline.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

**TENTATIVE BUDGET SUMMARY
OCTOBER 1, 2015 - SEPTEMBER 30, 2016**

Proposed Ad Valorem Millage Rate	.0378 of a mill
24.4% below the legally approved rate of .05 of a mill	
.0012 of a mill less than the rate in the current year	
Provides 1.5% or \$52,052 more than in the current year	
Rolled-back rate is .0378	
Total Expenditure Budget	\$59,533,660
11.1% higher than the Current Year Revised Budget Provides	
\$27,047,540 for Interagency Expenditures/Grants	
Provides for 101.0 authorized positions & 9.0 OPS positions	
Total Revenue Received/Earned	\$44,054,788
\$38.2 million in new revenue	
\$5.8 million in carryover from prior years	
Estimated Use of Cash Carryover/Reserves	\$15,478,872

Budget By Program Area

1.0 Water Resources Planning and Monitoring	\$ 7,087,834	11.9%
2.0 Acquisition, Restoration and Public Works	\$42,445,795	71.3%
3.0 Operation and Maintenance of Lands and Works	\$ 3,920,442	6.6%
4.0 Regulation	\$ 3,864,872	6.5%
5.0 Outreach	\$ 180,324	0.3%
6.0 District Management and Administration	\$ 2,034,393	3.4%
	\$59,533,660	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FY 2015-2016 TENTATIVE BUDGET BY FUND**

DESCRIPTION	General Fund	Capital Improv & Lands Acq	Lands Management	Special Projects	Regulation	Mitigation	TOTAL
Cash Balances Brought Forward	26,573,185	476,252	6,088,814		1,160,461	1,437,555	35,736,267
<u>ESTIMATED REVENUES:</u>							
Ad Valorem Taxes .0378	858,990		565,705	46,383	1,962,707		3,433,785
State Water Management Lands TF				250,000			250,000
Land Acquisition Trust Fund		11,350,568	825,000	11,700,000			23,875,568
State Florida Forever Trust Fund		372,480					372,480
State Water Protection and Sustainability TF							0
State Ecosystem Trust Fund				1,859,213			1,859,213
Permitting and Licensing					332,500		332,500
Federal Grants				2,761,594	36,444		2,798,038
Other State Funds	106,981	300,000		4,623,365	2,263,460	1,391,956	8,685,762
Local Government Units-Monitoring				149,269			149,269
Timber Sales			1,500,000				1,500,000
Miscellaneous Revenues		75,000	323,923	350,000	19,250	30,000	798,173
Current Year Revenue	965,971	12,098,048	3,214,628	21,739,824	4,614,361	1,421,956	44,054,788
Interfund Transfers	1,948,350	195,942		356,803			2,501,095
Total Estimated Revenues, and Balances	29,487,506	12,770,242	9,303,442	22,096,627	5,774,822	2,859,511	82,292,150
<u>ESTIMATED EXPENDITURES:</u>							
Salaries & Benefits	1,841,708	25,945	1,217,055	2,255,781	2,658,441	370,658	8,369,588
Other Personal Services	12,807		35,565	42,200	264,477	5,448	360,497
Contractual Services	197,755	49,750	914,142	5,652,520	188,129	851,246	7,853,542
Operating Expenses	736,228	3,600	1,015,552	408,545	680,364	92,660	2,936,949
Capital Outlay	160,720	12,065,568	301,230	359,059	73,461	5,506	12,965,544
Grants and Aids (Gen Fund is from reserves)	13,877,793	372,480	8,000	12,789,267			27,047,540
Total Operating Expenditures	16,827,011	12,517,343	3,491,544	21,507,372	3,864,872	1,325,518	59,533,660
Administrative Overhead Allocation	185,103	6,647	321,418	589,255	749,489	96,438	1,948,350
Interfund Transfers	356,803		195,942				552,745
Current Year Expenditures & Transfers	17,368,917	12,523,990	4,008,904	22,096,627	4,614,361	1,421,956	62,034,755
Reserves	12,118,589	246,252	5,294,538		1,160,461	1,437,555	20,257,395
Total Operating Expenditures, Transfers and Reserves	29,487,506	12,770,242	9,303,442	22,096,627	5,774,822	2,859,511	82,292,150

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FY 2015-2016 TENTATIVE BUDGET COMPARISON
REVENUE CATEGORIES**

	FY 2013-14 Actual Revenue	FY 2014-15 Revised Budget	FY 2015-16 Tentative	Revised Budget vs. Tentative	Percent Change
Ad Valorem Tax	3,245,091	3,381,733	3,433,785	52,052	1.5%
Federal	1,709,466	4,080,773	2,798,038	(1,282,735)	-31.4%
State	8,780,781	21,134,475	33,651,067	12,516,592	59.2%
Mitigation	584,820	2,190,872	1,391,956	(798,916)	-36.5%
Local Revenues	220,700	162,159	149,269	(12,890)	-7.9%
Permit Fees	323,815	360,250	332,500	(27,750)	-7.7%
Timber Sales	1,339,142	1,500,000	1,500,000	0	0.0%
Miscellaneous	126,349	558,632	798,173	239,541	42.9%
w/o Fund Balance	16,330,164	33,368,894	44,054,788	10,685,894	32.0%
Fund Balance	5,427,356	20,240,426	15,478,872	(4,761,554)	-23.5%
w/Fund Balance	21,757,520	53,609,320	59,533,660	5,924,340	11.1%

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FY 2015-2016 TENTATIVE BUDGET COMPARISON
EXPENDITURE CATEGORIES**

	FY 2013-14 Actual Expense	FY 2014-15 Revised Budget	FY 2015-16 Tentative	Revised Budget vs. Tentative	Percent Change
Salaries & Benefits	7,613,195	8,123,975	8,369,588	245,613	3.0%
Other Personal Services	248,762	365,324	360,497	(4,827)	-1.3%
Contracted Services	3,473,909	9,710,742	7,853,542	(1,857,200)	-19.1%
Operating Expense	2,104,692	3,324,801	2,936,949	(387,852)	-11.7%
Operating Capital Outlay	506,169	1,110,370	719,976	(390,394)	-35.2%
Operating Categories	13,946,727	22,635,212	20,240,552	(2,394,660)	-10.6%
Fixed Capital Outlay	937,153	2,056,287	12,245,568	10,189,281	495.5%
Grants	6,942,769	28,917,821	27,047,540	(1,870,281)	-6.5%
Non-operating Categories	7,879,922	30,974,108	39,293,108	8,319,000	26.9%
	21,826,649	53,609,320	59,533,660	5,924,340	11.1%

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FY 2015-2016 TENTATIVE BUDGET COMPARISON
PROGRAM LEVEL**

Program	FY 2013-14 Actual Expense	FY 2014-15 Revised Budget	FY 2015-16 Tentative	Revised Budget vs. Tentative	Percent Change
1 Water Resource Plan/Monitoring	3,733,756	8,743,800	7,087,834	(1,655,966)	-18.9%
2 Acq/Restoration/Public Works	9,440,282	34,583,942	42,445,795	7,861,853	22.7%
3 Operations & Maint Land & Works	2,862,776	3,860,537	3,920,442	59,905	1.6%
4 Regulation	3,244,518	4,085,287	3,864,872	(220,415)	-5.4%
5 Outreach	135,950	164,284	180,324	16,040	9.8%
6 District Management & Admin	2,409,366	2,171,470	2,034,393	(137,077)	-6.3%
	<u>21,826,649</u>	<u>53,609,320</u>	<u>59,533,660</u>	<u>5,924,340</u>	<u>11.1%</u>
					2,214,717
					3.7%
					Administration as a Percent of Total Budget*

* The Legislative Budget Commission may reject expenditures in these two programs that exceed 15% of the total budget.