

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

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

**Thursday  
July 11, 2013  
11:30 a.m., ET**

1. Call to Order
2. Consideration of Request for Authorization to Proceed with Rule Development (*Angela Chelette*)
3. Adjourn

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Regulations Committee

FROM: Division of Resource Regulation

DATE: June 26, 2013

SUBJECT: Changes in Chapter 40A-2 Required by Section 373.250(c) & (d), Florida Statutes

ACTION ITEM: Request for Authorization to Proceed with Rule Development

---

Program:

Consumptive Uses of Water, Chapter 40A-2, Florida Administrative Code, and associated permit application forms.

Issue:

The requirement, in section 373.250, Florida Statutes (F.S.), for the water management districts to adopt rules regarding the reuse feasibility information applicants for non-potable water use are required to submit with their permit application.

History:

During the 2010 legislative session, changes were made to section 373.250, F.S., directing the water management districts to require certain, specific information from water use permit applicants. The language also directed the districts to begin rulemaking no later than July 1, 2011, to implement the requirements.

Since the Northwest Florida Water Management District did not open the rule in the directed timeframe, staff included the required changes in the ongoing statewide CUPCon rulemaking effort. Language to implement the required changes was developed cooperatively by the Department of Environmental Protection and the water management districts. The other districts have adopted and are currently implementing the statutory requirements. When the Northwest District, adopts the proposed changes, all the districts will be consistent in this regard.

Because CUPCon timelines have been repeatedly extended, the District is seeking to expedite the adoption of these statutorily required rules.

Effects on the Regulated Public:

The rules will affect water use permit applicants who are:

- 1) Requesting authorization for non-potable uses; and
- 2) Within an area where reuse is anticipated to be available within five years.

The applicants are required to solicit information from the reuse utility regarding the availability and feasibility of obtaining reuse. If the utility fails to respond to the applicant's request within 30 days, the applicant can submit a copy of their solicitation letter and a statement indicating that the utility was not responsive.

Impact on the District:

The statutes require the District to maintain a map on its website showing areas where reuse will be available within five years. This will require staff to obtain maps from utilities that want to participate and to conduct updates of the map on an annual basis, at least.

The requirement for applicants to solicit information from the utilities and provide 30 days to respond may increase processing times and increase the number of requests from the District for additional information.

Proposed Rule Development Schedule:

- July 11** – Request Board authorization to publish the Notice of Rule Development and post Draft language on District website.
- July 15** – Publish Notice of Rule Development in Florida Administrative Register.
- July 30** – Hold Public Workshop on rule, if requested.
- Aug. 8** – Request Board authorization to submit and publish the Notice of Proposed Rule.
- Aug. 9** – Submit Notice of Proposed Rule to the Office of Fiscal Accountability and Regulatory Reform.
- Aug. 16** – Submit Notice of Proposed Rule to the Joint Administrative Procedures Committee and Florida Administrative Register.
- Sep. 11** – Deadline for Notice of Proposed Rule challenge.
- Oct. 10** – Public Hearing for Rule Adoption by the Governing Board.
- Oct. 11** – File adopted rule certification with the Department of State.
- Nov. 1** – Rule Effective Date.

Recommendation:

Staff recommends that the Board authorize initiation of the rule development as described above.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
COMMITTEE OF THE WHOLE – ADMINISTRATION, BUDGET AND FINANCE  
AGENDA**

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

**Thursday  
July 11, 2013  
12:00 p.m., ET**

1. Call to Order
2. Consideration of Resolution No. 776 Request for Release of Water Management Lands Trust Fund Appropriations (*Jean Whitten*)
3. Consideration of Resolution No. 777 Amending the Fiscal Year 2012-2013 Budget (*Jean Whitten*)
4. Consideration of Fiscal Year 2013-2014 Tentative Budget, Millage Rate and Dates and Locations of Public Hearings on the Budget (*Jean Whitten*) **SUPPLEMENT**
5. Adjourn

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Jon Steverson, Executive Director

FROM: Jean Whitten, Director  
Division of Administration

DATE: June 27, 2013

SUBJECT: Consideration of Resolution No. 776 Request for Release of Water Management  
Lands Trust Fund Appropriations

---

Resolution No. 776 requests the release of funds that were appropriated in the State 2013-2014 General Appropriations Act from the Florida Department of Environmental Protection. These funds include the recurring amounts of \$1,851,231 for Environmental Resource Permitting activities and \$300,000 for Wetlands Protection activities, and a new appropriation of \$3,000,000 for Water Quality Improvement activities for Apalachicola Bay.



Jonathan P. Steverson  
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. 776

### REQUEST FOR MONIES FOR NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT WETLANDS PROTECTION ACTIVITIES, ENVIRONMENTAL RESOURCE PERMITTING ACTIVITIES, AND WATER QUALITY IMPROVEMENT ACTIVITIES

**WHEREAS**, the Legislature recognizes that the District's ad valorem tax millage rate cap of 0.05 mills is insufficient to fund the Environmental Resource Permitting activities, the Wetlands Protection activities, the Water Quality Improvement activities of the District; and

**WHEREAS**, the Legislature provided in the Fiscal Year 2013-2014 General Appropriations Act line items No. 1592, 1595, and 1599 funds necessary to administer the District's Environmental Resource Permitting activities, Wetlands Protection activities, and Water Quality Improvement activities for Apalachicola Bay; and

**WHEREAS**, the total amount of money available to the District from the Department's Water Management Lands Trust Fund in state Fiscal Year 2013-2014 for Environmental Resource Permitting activities is one million eight hundred fifty one thousand two hundred thirty one dollars (\$1,851,231), for the Wetlands Protection activities is three hundred thousand dollars (\$300,000), and for the Water Quality Improvement activities is three million dollars (\$3,000,000); and

**WHEREAS**, the District has budgeted funds using the monies so provided for Environmental Resource Permitting activities, Wetland Protection activities, and Water Quality Improvement activities of the District in Fiscal Year 2013-2014; and

**WHEREAS**, the District realizes that the funds provided are available and will invoice the Department to obtain these funds; and

**NOW THEREFORE**, be it resolved that the Governing Board of the Northwest Florida Water Management District hereby requests that the Secretary of the Department of Environmental Protection release from the Water Management Lands Trust Fund the amount of five million one hundred fifty one thousand two hundred thirty one dollars (\$5,151,231); and

**BE IT FURTHER RESOLVED** that this resolution be transmitted to the Secretary of the Department; and

**BE IT FURTHER RESOLVED** that the Chairman of the Governing Board is authorized to affix his signature to this resolution on behalf of the Board and attested by its Secretary.

GEORGE ROBERTS  
Chair  
Panama City

JERRY PATE  
Vice Chair  
Pensacola

JOHN ALTER  
Malone

GUS ANDREWS  
DeFuniak Springs

STEPHANIE BLOYD  
Panama City Beach

GARY CLARK  
Chipley

JON COSTELLO  
Tallahassee

NICK PATRONIS  
Panama City Beach

BO SPRING  
Port Saint Joe

**PASSED AND ADOPTED** this 11<sup>th</sup> day of July, 2013, A.D.

The Governing Board of the  
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

---

George Roberts, Chair

**ATTEST:**

---

Secretary/Treasurer

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Jon Steverson, Executive Director

FROM: Jean Whitten, Director  
Division of Administration

DATE: July 2, 2013

SUBJECT: Consideration of Resolution No. 777 Amending the Fiscal Year 2012-2013 Budget

---

The District is proposing three amendments to Fiscal Year 2012-2013 Budget, as summarized below:

Amendment No. 7

The Northwest Florida Water Management District acquires real property to enhance management, conservation, protection, and preservation of water resources through land management activities. The amendment requests a \$15,000 increase in spending authority for the purchase of a 10-acre inholding tract of land to facilitate implementation of various land management activities. The purchase will require the use of fund balance from the Capital Improvement and Land Acquisition Fund.

Amendment No. 8

The amendment realigns \$65,124 budget authority from Salary and Benefits for authorized positions to OPS Salary and Benefits to convert three full-time authorized compliance inspection positions to three full-time Other Personal Services (OPS) positions. OPS positions do not receive benefits, including insurance and paid leave. Approval of this request will allow the filling of the positions to meet current Fiscal Year needs and will allow for the reduction of the Fiscal Year 2013-2014 budget.

Amendment No. 9

The amendment realigns operating expenditure budget authority to reflect recent changes in District objectives and priorities, including:

- enhancing and expanding the District's water resource management network, important to achieving the District's water supply development responsibilities;
- developing a meaningful minimum flows and levels program; and
- protecting and restoring our region's springs.



The total amount transferred across categories and activities is \$144,000.

Summary

The net effect of the changes is an increase of \$15,000 to be funded from the Capital Improvement and Land Acquisition Fund.

Recommendation

Staff recommends that the Governing Board approve Resolution No. 777 amending the Fiscal Year 2012-2013 Budget.



Jonathan P. Steverson  
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. 777

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AMENDING THE FISCAL YEAR 2012-2013 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. 761, after a public hearing on September 27, 2012, 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, 2012 through September 30, 2013; and

**WHEREAS**, in accordance with section 189.418(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 increases or decreases total appropriated Fund amounts in the Budget; and

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

**NOW THEREFORE**, be it resolved by the Governing Board of the District, that:

1. The Budget is hereby amended as summarized in the memorandum dated July 2, 2013 requesting Amendment No. 7, Amendment No. 8, and Amendment No. 9 to the Fiscal Year 2012-2013 budget.
2. Budget amendment No. 7 provides an increase in budget authority in the amount of \$15,000 for purchase of a 10-acre inholding land tract.
3. Budget amendment No. 8 converts three (3) authorized positions to other personal services through a budget transfer of \$65,124 with no increase to the total District budget.
4. Budget amendment No. 9 reallocates budget authority across funds and projects to properly reflect activities performed and accurately assign actual costs with no increase to the total District budget.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of July, 2013, A.D.

GEORGE ROBERTS  
Chair  
Panama City

JERRY PATE  
Vice Chair  
Pensacola

JOHN ALTER  
Malone

GUS ANDREWS  
DeFuniak Springs

STEPHANIE BLOYD  
Panama City Beach

GARY CLARK  
Chipley

JON COSTELLO  
Tallahassee

NICK PATRONIS  
Panama City Beach

BO SPRING  
Port Saint Joe

The Governing Board of the  
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

---

George Roberts, Chair

**ATTEST:**

---

Secretary/Treasurer

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

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

**Thursday  
June 13, 2013**

Governing Board Members Present

George Roberts, Chair  
Jerry Pate, Vice Chair  
John Alter  
Stephanie Bloyd  
Gary Clark  
Jon Costello  
Bo Spring

Governing Board Members Absent

Angus Andrews  
Nick Patronis

1. Call to Order and Roll Call

Chair Roberts called the meeting to order at 1:05 p.m., ET. Mr. Steverson called the roll and a quorum was declared present.

2. Invocation

Vice Chair Pate offered the invocation.

3. Pledge of Allegiance to the Flag

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

4. Additions, Deletions or Changes to the Agenda

Ms. White noted that changes were made to the Regulatory Public Hearing Agenda.

5. Approval of Minutes for May 9, 2013

MOTIONED BY MR. CLARK, SECONDED BY MS. BLOYD, THAT THE GOVERNING BOARD APPROVE THE MAY 13, 2013, GOVERNING BOARD MEETING MINUTES. MOTION CARRIED.

6. A. Committee Reports and Recommendations for Board Action

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

6. A. 1. Consideration of Agreement with Red Hills Horse Trials, Inc., and City of Tallahassee for Annual Equestrian Event, Including Construction of Cross-Country Course, at Elinor Klapp-Phipps Park

MOTIONED BY MS. BLOYD, SECONDED BY MR. PATE, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE PROPOSED AGREEMENT WITH RED HILLS HORSE TRIALS, INC., AND THE CITY OF TALLAHASSEE FOR AN ANNUAL EQUESTRIAN EVENT AND CONSTRUCTION OF A CROSS-COUNTRY COURSE AT ELINOR KLAPP-PHIPPS PARK. MOTION CARRIED.

6. A. 2. Consideration of Invitation to Bid 13B-007; Central Region 2013 Sand Pine Timber Sale

MOTIONED BY MS. BLOYD, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE THE BIDS SUBMITTED IN RESPONSE TO INVITATION TO BID 13B-007, 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 \$13.11 PER TON. MOTION CARRIED.

7. A. Public Hearing on Consideration of Regulatory Matters

Chair Roberts called the Public Hearing to order at 1:09 p.m., ET.

Mr. Michael Edgar stated that there were changes to the Consent Agenda; item one had been removed per the applicants request and item four had been added. Mr. Edgar presented the Consent Agenda, which included two permit modification and renewals and one temporary water use permit. Mr. Edgar voiced staff recommendation that the Governing Board approve the Amended Consent Agenda per the recommendations and conditions of the staff reports and per the terms and conditions of the permit documents.

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

8. A. Consent Business Agenda

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

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

8. B. Consideration of Amendment No. 5 to the Fiscal Year 2012-2013 Budget Adjusting Beginning Fund Balance

Ms. Whitten stated that Amendment No. 5 adjusts the beginning budgeted fund balance based on the audited financial statements at September 30, 2012. She explained that each year, after the Board approves the prior year's audited financial statements, the audited balances are brought forward into the current year's budget in the form of an amendment.

Ms. Whitten voiced recommendation that the Governing Board approve Amendment No. 5 to the Fiscal Year 2012-2013 District Budget adjusting fund balances.

MOTIONED BY MR. PATE, SECONDED BY MR. CLARK, THAT THE GOVERNING BOARD APPROVE AMENDMENT NUMBER 5 TO THE FISCAL YEAR 2012-2013 DISTRICT BUDGET ADJUSTING FUND BALANCES. MOTION CARRIED.

8. C. Consideration of Resolution 774 Committing Fund Balance for the Fiscal Year Ending September 30, 2012

Ms. Whitten explained that the Board is required to commit fund balances prior to September 30 each year. She indicated that at the meeting last September the Board adopted Resolution 762, committing a portion of

the General Fund balance and the total ending fund balances in the special revenue funds. She stated that this Resolution is a follow up and sets the actual amount of funds to be committed by the Board based on the audited financial statements adopted last month.

Ms. Whitten voiced staff recommendation that the Governing Board adopt Resolution 774 committing actual fund balances at September 30, 2012.

MOTIONED BY MR. PATE, SECONDED BY MR. SPRING, THAT THE GOVERNING BOARD APPROVE RESOLUTION 774 COMMITTING FUND BALANCE FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012. MOTION CARRIED.

8. D. Consideration of Resolution 775 Amending the Fiscal Year 2012-2013 Budget – Amendment No. 6 Realigning of Salary, Benefit and Information Technology Budget

Ms. Whitten stated the budget amendment realigns salaries, benefits and information technology budget within and across funds to properly reflect activities performed and accurately assign actual costs. She noted that the realignment impacts total budget at the fund level but does not increase or decrease the total District budget. She voiced staff recommendation that the Governing Board approve Amendment No. 6 to the Fiscal Year 2012-2013 District Budget realigning salaries, benefits and information technology budget and allow staff to realign revenues and reserves to maintain the proper balance in each fund.

MOTIONED BY MR. PATE, SECONDED BY MR. CLARK, THAT THE GOVERNING BOARD APPROVE AMENDMENT NUMBER 6 TO THE FISCAL YEAR 2012-2013 DISTRICT BUDGET REALIGNING SALARIES, BENEFITS AND INFORMATION TECHNOLOGY BUDGET AND ALLOW STAFF TO REALIGN REVENUES AND RESERVES TO MAINTAIN THE PROPER BALANCE IN EACH FUND.

8. E. Consideration of Submittal of Rulemaking Regulatory Plan for July 1, 2013 – June 30, 2014

Mr. Edgar reported that the District is required to submit a plan each year to the Office of Fiscal Accountability and Regulatory Reform (OFARR) outlining anticipated rulemaking in the next year. He informed the Board that that the District's list for the next year is short, consisting of a minor revision to the Consumptive Use Rule. He stated that once the current CUPCon rulemaking efforts are completed, the Consumptive Use Rule will be re-opened to add language providing clear guidance for public supply utilities with reuse distribution systems that want to supplement their reclaimed water supply with ground water or surface water.

Mr. Edgar stated that this language was originally planned to be part of CUPCon but the Department of Environmental Protection removed it after workshop comments. He noted that the issues raised in those comments have been addressed and the Department is planning to go forward with placing consistency language in the Water Resource Implementation Rule (62-40, FAC). He further stated that once the Department adopts the amended rule, the districts will open their rules to allow consistency statewide.

Mr. Edgar voiced staff recommendation that the Governing Board approve the District's 2013-2014 Regulatory Plan and authorize staff to submit the plan to the required parties.

MOTIONED BY MS. BLOYD, SECONDED BY MR. PATE, THAT THE GOVERNING BOARD APPROVE THE DISTRICT'S 2013-2014 REGULATORY PLAN AND AUTHORIZE STAFF TO SUBMIT THE PLAN TO THE REQUIRED PARTIES. MOTION CARRIED.

9. Legal Counsel Report

Mr. Kevin Crowley stated that there were no legal matters to discuss.

Meeting was adjourned at 1:19 p.m., ET.

---

Chair

---

July 11, 2013

Date

---

Executive Director

---

Agency Clerk

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
Financial Report  
Summary Statement of Receipts, Disbursements & Cash Balances  
For Period Ending May 31, 2013

Balance Forward - Operating Funds	\$71,694,157.07	
Operating Funds Received in current month:		
Revenue Receipts, Current	\$218,691.75	
Contracts Receivable	706,336.28	
Other Deposits/Refunds/Adjustments	76,075.37	
Transfers from Lands Accounts	<u>0.00</u>	
Total Deposits during month	<u>1,001,103.40</u>	
Total Deposits and Balance Forward		\$ 72,695,260.47
Disbursements:		
Employee Salaries	590,563.77	
Employee Benefits	172,491.91	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	104,584.87	
Operating Expenses - Services	142,973.53	
Operating Expenses - Commodities	21,462.42	
Operating Capital Outlay	140,712.08	
Grants and Aids	<u>5,379.34</u>	
Total Operating Expenses during month	1,178,167.92	
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	<u>11,452.07</u>	
Total Funds Disbursed by check during month	1,189,619.99	
Bank Debits (Fees, Deposit Slips, etc.)	55.15	
Transfer to Land Acquisition Account	<u>0.00</u>	
Total Funds Disbursed		<u>1,189,675.14</u>
Cash Balance Operating Funds at month end		\$ 71,505,585.33
Operating Depositories:		
Petty Cash Fund	250.25	
General Fund Checking @ .2%	130,417.64	
Payroll Account	6,165.45	
Pensacola Account	0.00	
Marianna Account @ 0.15%	47,591.06	
Investment Accounts @ 0.2%		
General Fund	34,258,566.86	
Lands Fee Fund	8,862,222.26	
SWIM Fund	5,808,580.76	
ETDM	1,913.19	
Water Prot. & Sust. TF	5,447,244.71	
Mitigation Fund	16,311,512.88	
Deposits - Frozen	<u>631,120.27</u>	
Total Operating Depositories at month end	\$ 71,505,585.33	



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 Financial Report  
 Summary Statement of Receipts, Disbursements & Cash Balances  
 For Period Ending May 31, 2013

Land Acquisition Funds @ 0.2%	\$	624,312.99	
Deposits - Frozen		<u>36,100.52</u>	
Total Land Acquisition Funds			660,413.51
Restricted Management Funds:			
Phipps Land Mgmt @ 0.2%		267,637.15	
Deposits - Frozen		<u>4,519.16</u>	
Total Land Acquisition Funds			272,156.31
Total Land Acquisition, and Restricted Management Funds			<u>932,569.82</u>
TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END			<u><u>\$ 72,438,155.15</u></u>

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

Date: July 11, 2013

**Northwest Florida Water Management District**  
**Statement of Sources and Uses of Funds**  
**For the Month ending May 31, 2013**  
**(Unaudited)**

	Current Budget	Actuals Through 5/31/2013	Variance (under)/Over Budget	Actuals As A % of Budget
<b>Sources</b>				
Ad Valorem Property Taxes	\$ 3,287,425	\$ 2,990,758	\$ (296,667)	91%
Intergovernmental Revenues	16,149,568	1,798,934	(14,350,634)	11%
Interest on Invested Funds	166,147	96,316	(69,831)	58%
License and Permit Fees	358,500	197,050	(161,450)	55%
Other	2,200,957	1,444,830	(756,127)	66%
Fund Balance	64,846,222		(64,846,222)	0%
<b>Total Sources</b>	<b>\$ 87,008,819</b>	<b>\$ 6,527,888</b>	<b>\$ (80,480,931)</b>	<b>8%</b>

	Current Budget	Expenditures	Encumbrances <sup>1</sup>	Available	
				Budget	%Obligated <sup>2</sup>
<b>Uses</b>					
Water Resources Planning and Monitoring	\$ 4,726,718	\$ 1,308,015	\$ 40,978	\$ 3,377,725	29%
Acquisition, Restoration and Public Works	14,360,871	1,154,804	50,805	13,155,263	8%
Operation and Maintenance of Lands and Works	4,020,869	1,632,835	148,649	2,239,385	44%
Regulation	3,285,410	2,026,353	37,206	1,221,851	63%
Outreach	172,085	94,537	172	77,377	55%
Management and Administration	2,593,315	1,255,802	29,150	1,308,364	50%
<b>Total Uses</b>	<b>\$ 29,159,268</b>	<b>\$ 7,472,346</b>	<b>\$ 306,959</b>	<b>\$ 21,379,963</b>	<b>27%</b>
Reserves	57,849,551			57,849,551	0%
<b>Total Uses and Reserves</b>	<b>\$ 87,008,819</b>	<b>\$ 7,472,346</b>	<b>\$ 306,959</b>	<b>\$ 79,229,514</b>	<b>9%</b>

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

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

This unaudited financial statement is prepared as of May 31, 2013, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

MAY 2013

CHECKS	5/8/2013	209,240.75
AP EFT CHECKS	5/8/2013	1,135.53
CHECKS	5/15/2013	118,650.84
AP EFT CHECKS	5/17/2013	2,918.39
CHECKS	5/22/2013	59,500.87
AP EFT CHECKS	5/24/2013	2,678.03
CHECKS	5/29/2013	138,719.82
AP EFT CHECKS	5/31/2013	1,733.03
RETIREMENT EFT		33,040.25
		\$ <u><u>567,617.51</u></u>

---

Chairman or Executive Director

---

July 11, 2013  
Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4812	ALL AMERICAN RENTALS, INC.	140.00	05/08/2013	PORTABLE TOILETS
4812	ALL AMERICAN RENTALS, INC.	140.00	05/08/2013	PORTABLE TOILETS
4180	BA MERCHANT SERVICES	156.97	05/08/2013	TRANSACTION FEES FOR E-PERMITT
4445	JUSTIN G. MCLEAN	4,464.50	05/08/2013	CLEAN UP AND MAINTENANCE SERVI
3269	CDW GOVERNMENT, INC.	3,600.00	05/08/2013	WEBSense RENEWAL
3269	CDW GOVERNMENT, INC.	3,239.64	05/08/2013	FIELD NOTEBOOK COMPUTERS
3269	CDW GOVERNMENT, INC.	1,030.23	05/08/2013	COMPUTER / PRINTER SUPPLIES
771	CITY OF MARIANNA	37.94	05/08/2013	MFO SEWER AND WATER
3461	DANIELS JANITORIAL SERVICE	750.00	05/08/2013	JANITORIAL SERVICE FOR CRESTVI
45	DMS	69.44	05/08/2013	MILTON PHONE SERVICE
45	DMS	1,159.21	05/08/2013	CRESTVIEW LONG DISTANCE
45	DMS	1,448.95	05/08/2013	HQ LONG DISTANCE
45	DMS	1,235.47	05/08/2013	CARR LONG DISTANCE
4748	EAST MILTON WATER SYSTEM	13.04	05/08/2013	MILTON WATER
20	EXECUTIVE OFFICE FURNITURE, INC	129.90	05/08/2013	OFFICE SUPPLIES
3710	FLORIDA DEPT OF STATE	103.36	05/08/2013	40A-1 RULE AMENDMENTS
3710	FLORIDA DEPT OF STATE	224.39	05/08/2013	40A-2 RULE AMENDMENTS
2702	FISH AND WILDLIFE	3,421.99	05/08/2013	LAW ENFORCEMENT/SECURITY SERVI
1746	FRANKLIN COUNTY TAX COLLECTOR	5.37	05/08/2013	REFUND OF TAXES
1746	FRANKLIN COUNTY TAX COLLECTOR	4.41	05/08/2013	REFUND OF TAXES
916	GULF POWER COMPANY	636.10	05/08/2013	CFO UTILITIES
916	GULF POWER COMPANY	510.40	05/08/2013	MILTON UTILITIES
4607	MAIL FINANCE INC	205.00	05/08/2013	POSTAGE METER LEASE AGREEMENT-
247	HOLMES COUNTY TAX COLLECTOR	2.02	05/08/2013	REFUND OF TAXES
3942	A & W VENTURES, L.C.	151.34	05/08/2013	PORTABLE TOILET
4921	JACKSON COUNTY UTILITIES	29.00	05/08/2013	MFO WATER
4965	JOHN DEERE SHARED SERVICES, INC.	137,472.44	05/08/2013	CRAWLER TRACTOR - JOHN DEERE 6
3921	KOUNTRY RENTAL, INC.	3,923.00	05/08/2013	RENTAL AND SERVICE OF PORTABLE
2299	LIBERTY COUNTY SOLID WASTE	28.00	05/08/2013	SOLID WASTE FL RIVER
3266	LOWE'S COMPANIES INC.	60.70	05/08/2013	PARTS AND SUPPLIES
3406	NEECE TRUCK TIRE CENTER INC.	213.00	05/08/2013	REPLACEMENT TIRE FOR WMD96205
71	PETTY CASH	61.86	05/08/2013	REIMBURSE PETTY CASH
3698	THOMAS W. SHEPARD	150.93	05/08/2013	EMPLOYEE TRAVEL
4980	SILLWORKS PARTS DIRECT	219.85	05/08/2013	DISK DRIVES FOR WEB SERVER
3768	SMITH TRACTOR CO, INC	708.40	05/08/2013	SAFETY GUARDS FOR JOHN DEERE B

**COMPUTER PAID/EFT CHECK REGISTER**

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP**

4577	SOUTHERN TIRE MART, LLC	550.96	05/08/2013	T-100 TRACTOR TIRE REPAIR
3104	SOUTHERN WATER SERVICES	250.00	05/08/2013	WATER TESTING FOR ECONFINA
110	TALQUIN ELECTRIC COOPERATIVE, INC.	107.50	05/08/2013	HQ WATER
110	TALQUIN ELECTRIC COOPERATIVE, INC.	72.00	05/08/2013	SECURITY LIGHTS HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	3,369.60	05/08/2013	ELECTRIC HQ
4616	JERRON THAD WHITE, JR	450.00	05/08/2013	HQ TREE REMOVAL-NEXT TO VISITO
3711	US POSTAL SERVICE-HASLER	3,000.00	05/08/2013	REPLENISH HEADQUARTERS POSTAGE
3696	URS CORPORATION	1,700.00	05/08/2013	07-029 TASK 59
3696	URS CORPORATION	8,179.00	05/08/2013	07-029 TASK 75
3696	URS CORPORATION	2,360.00	05/08/2013	07-029 TASK 81
3696	URS CORPORATION	2,067.00	05/08/2013	07-029 TASK 84
3696	URS CORPORATION	8,260.00	05/08/2013	07-029 TASK 85
3696	URS CORPORATION	1,200.00	05/08/2013	07-029 TASK 90
3696	URS CORPORATION	6,840.00	05/08/2013	07-029 TASK 103
3454	USDA, APHIS, WILDLIFE SERVICES	2,955.72	05/08/2013	COOPERATIVE SERVICE AGREEMENT
4626	WASTE PRO OF FLORIDA, INC	148.79	05/08/2013	SOLID WASTE HQ
4774	JOHN T WILLIAMSON	165.00	05/08/2013	JANITORIAL SERVICE FOR MILTON
4774	JOHN T WILLIAMSON	348.33	05/08/2013	GENERAL LABOR
3048	YATES CONTRACTING, INC.	1,470.00	05/08/2013	# 4 DOLOMITE FOR ROAD REPAIRS

**TOTAL CHECKS** 209,240.75

3506	THOMAS E. BROWN	156.94	05/08/2013	EMPLOYEE TRAVEL
4961	PETER FOLLAND	140.00	05/08/2013	EMPLOYEE TRAVEL
1310	F. GRAHAM LEWIS	346.00	05/08/2013	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	314.32	05/08/2013	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	140.00	05/08/2013	EMPLOYEE TRAVEL
4934	JON STEVERSON	38.27	05/08/2013	GAS REIMBURSEMENT

**TOTAL ACH TRANSFER** 1,135.53

**TOTAL AP** 210,376.28

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
3293	ANGUS ANDREWS	96.12	05/15/2013	BOARD TRAVEL
4881	SUNSHINE CAR CARE, LLC	33.59	05/15/2013	OPEN PURCHASE ORDER-ERP
3164	STEPHANIE BLOYD	104.13	05/15/2013	BOARD TRAVEL
4845	CALHOUN COUNTY SHERIFF'S OFFICE	939.56	05/15/2013	CALHOUN CO SHERIFF-LAW ENFCMT/
767	CALHOUN COUNTY TAX COLLECTOR	5,331.86	05/15/2013	PILT
3269	CDW GOVERNMENT, INC.	24.63	05/15/2013	COMPUTER / PRINTER SUPPLIES
3269	CDW GOVERNMENT, INC.	98.52	05/15/2013	COMPUTER / PRINTER SUPPLIES
4654	CERIDIAN BENEFITS SERVICES, INC	142.80	05/15/2013	ADMIN FEES FOR FSA
4991	GARY CLARK	65.86	05/15/2013	BOARD TRAVEL
3157	COAST MACHINERY, INC.	161.50	05/15/2013	MARSH MASTER PARTS
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	30.00	05/15/2013	MONITORING FOR CRESTVIEW
4607	MAIL FINANCE INC	126.00	05/15/2013	POSTAGE METER LEASE AGREEMENT-
247	HOLMES COUNTY TAX COLLECTOR	1,997.13	05/15/2013	PILT
374	HOLMES COUNTY TIMES - ADVERTISER	168.00	05/15/2013	LEGAL AD
2268	INNOVATIVE OFFICE SOLUTIONS, INC	918.00	05/15/2013	CONTRACT 07-037 MAINTENANCE
3179	JACKSON COUNTY TAX COLLECTOR	9,285.10	05/15/2013	PILT
1695	JAMES MOORE & COMPANY	20,000.00	05/15/2013	AUDIT SERVICES
4946	ULYSSES D. JENKINS	75.00	05/15/2013	SECURITY FOR GOVERNING BOARD M
387	LIBERTY CO. TAX COLLECTOR	7,535.50	05/15/2013	PILT
3266	LOWE'S COMPANIES INC.	361.00	05/15/2013	SUPPLIES
4873	MAIN STREET AUTOMOTIVE, INC.	56.66	05/15/2013	OPEN PURCHASE ORDER FOR ERP-CR
2758	NORTHERN TOOL & EQUIPMENT COMPANY, INC	15.47	05/15/2013	TOOLS AND SUPPLIES
63	NORTHWEST FLORIDA DAILY NEWS	129.02	05/15/2013	LEGAL AD
1205	OFFICE DEPOT, INC.	23.85	05/15/2013	OFFICE SUPPLIES
64	PANAMA CITY NEWS HERALD	71.78	05/15/2013	PANAMA CITY NEWS HERALD AD FOR
3630	VEOLIA ES SOLID WASTE SOUTHEAST, INC.	124.00	05/15/2013	DUMPSTERS FOR ECONFINA & CANOE
4090	JERRY PATE	162.87	05/15/2013	BOARD TRAVEL
4849	NICK PATRONIS	81.88	05/15/2013	BOARD TRAVEL
62	PENSACOLA NEWS-JOURNAL	89.16	05/15/2013	PENSACOLA NEWS JOURNAL LEGAL A
62	PENSACOLA NEWS-JOURNAL	107.40	05/15/2013	PENSACOLA NEWS JOURNAL FOR RFQ
2381	PORT SUPPLY	9.11	05/15/2013	FIELD SUPPLIES
3960	GEORGE ROBERTS	81.88	05/15/2013	BOARD TRAVEL
523	SANTA ROSA PRESS GAZETTE	100.31	05/15/2013	LEGAL AD
4967	SAMUEL SPRING	85.44	05/15/2013	BOARD TRAVEL
3800	SPRINGFIELD NURSERY, INC	999.00	05/15/2013	PITTS SPRING LANDSCAPE TREES A
342	THE STAR	68.75	05/15/2013	LEGAL AD
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	3,850.00	05/15/2013	PUBLIC RECREATION SITE CLEAN U
4989	ULTIMATE FENCE AND DECK, LLC	2,850.00	05/15/2013	LAKE JACKSON FACILITY FENCING
4557	VERIZON WIRELESS	312.70	05/15/2013	CELL PHONES
4557	VERIZON WIRELESS	875.52	05/15/2013	BB & AIRCARDS

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP		COMPUTER PAID/EFT CHECK REGISTER		
424	WALTON COUNTY TAX COLLECTOR	19,382.21	05/15/2013	PILT
3180	WASHINGTON COUNTY TAX COLLECTOR	41,215.86	05/15/2013	PILT
1305	WASTE MANAGEMENT - LEON COUNTY, INC	53.87	05/15/2013	SOLID WASTE MFO
4774	JOHN T WILLIAMSON	409.80	05/15/2013	GENERAL LABOR
<b>TOTAL CHECKS</b>		<b><u>118,650.84</u></b>		
3228	AMANDA BEDENBAUGH	985.13	05/17/2013	EMPLOYEE TRAVEL
3305	MARIA JORDAN	32.40	05/17/2013	GAS REIMBURSEMENT
882	J. MICHAEL SNOWDEN	986.94	05/17/2013	EMPLOYEE TRAVEL
4925	NANCY J. WHITTEN	913.92	05/17/2013	EMPLOYEE TRAVEL
<b>TOTAL ACH TRANSFER</b>		<b><u>2,918.39</u></b>		
<b>TOTAL AP</b>		<b><u><u>121,569.23</u></u></b>		

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4037	APALACHICOLA RIVERKEEPER	05/22/2013	5,379.34	RESTORATION WORK IN EASTPOINT
2992	BANK OF AMERICA	05/22/2013	126.08	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	05/22/2013	479.52	PAYMENT PORTAL FOR WELL PERMIT
2992	BANK OF AMERICA	05/22/2013	781.95	ACCOUNT ANALYSIS
4742	BRECK BRANNEN	05/22/2013	169.99	LEGAL TRAVEL
3269	CDW GOVERNMENT, INC.	05/22/2013	2,046.40	COMPUTER / PRINTER SUPPLIES
3524	CITY OF CRESTVIEW	05/22/2013	47.70	H2O & SEWER CFO
4676	CITY OF MILTON FLORIDA	05/22/2013	35.50	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	05/22/2013	13.36	SEWER MILTON
3289	CITY OF TALLAHASSEE	05/22/2013	33.47	LAKESHORE & I10
1035	COLE-PARMER INSTRUMENT COMPANY	05/22/2013	119.02	FIELD SUPPLIES
3904	DADE PAPER & BAG COMPANY	05/22/2013	124.00	PAPER TOWELS
45	DMS	05/22/2013	40.45	WEB SERVER
45	DMS	05/22/2013	144.00	WEB SERVER
4855	ENVIRON SERVICES INCORPORATED	05/22/2013	1,552.00	ENVIRON SERVICES-HQ JANITORIAL
4855	ENVIRON SERVICES INCORPORATED	05/22/2013	275.00	JANITORIAL SERVICES FOR MARIAN
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	05/22/2013	11,787.04	FUEL EXPENSES
2713	FL DEPT OF AG. & CONSUMER SERVICES	05/22/2013	3,347.50	FLORIDA FOREST SERVICE FIRE SU
2702	FISH AND WILDLIFE	05/22/2013	2,918.76	LAW ENFORCEMENT/SECURITY SERVI
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	05/22/2013	41.42	LEGAL AD GB MEETING MAY 2013
839	FORESTRY SUPPLIERS, INC.	05/22/2013	1,165.36	RX FIRE WILDFIRE SAFETY EQUIPM
65	GADSDEN COUNTY TIMES	05/22/2013	78.08	LEGAL AD - PERSONNEL
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	05/22/2013	630.00	PANIC BUTTONS
3282	W.W. GRAINGER, INC.	05/22/2013	14.12	FIELD SUPPLIES
2291	GULF COAST ELECTRIC COOPERATIVE, INC	05/22/2013	370.56	ELEC. EFO
3993	HD SUPPLY WATERWORKS, LTD.	05/22/2013	275.00	ENVIROGRID
61	JACKSON COUNTY FLORIDAN	05/22/2013	85.00	LEGAL AD
863	LANCE LAIRD	05/22/2013	254.00	EMPLOYEE TRAVEL
4598	LANDMARK SPATIAL SOLUTIONS, LLC	05/22/2013	107.00	OTHER FIELD & TECH SUPPLIES
4986	PATRICIA LUJAN	05/22/2013	7,374.16	JUNE RENT CFO
4873	MAIN STREET AUTOMOTIVE, INC.	05/22/2013	26.96	OPEN PURCHASE ORDER FOR ERP-CR
1205	OFFICE DEPOT, INC.	05/22/2013	90.21	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	05/22/2013	5.04	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	05/22/2013	23.98	OFFICE SUPPLIES
71	PETTY CASH	05/22/2013	99.43	PETTY CASH



**COMPUTER PAID/EFT CHECK REGISTER**

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP**

2381	PORT SUPPLY	05/22/2013	204.96	TRAILER PARTS
4081	TSWS, INC.	05/22/2013	1,435.00	PORTABLE TOILETS
4136	RICOH AMERICAS CORPORATION	05/22/2013	73.00	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	05/22/2013	157.40	MAINTENANCE AGREEMENTS
105	TALLAHASSEE DEMOCRAT	05/22/2013	101.20	TALLAHASSEE DEMOCRAT AD FOR RF
105	TALLAHASSEE DEMOCRAT	05/22/2013	104.05	TALLAHASSEE DEMOCRAT AD FOR TR
105	TALLAHASSEE DEMOCRAT	05/22/2013	92.65	TALLAHASSEE DEMOCRAT LEGAL AD
3696	URS CORPORATION	05/22/2013	2,676.76	07-029 TASK 79
3696	URS CORPORATION	05/22/2013	2,220.00	07-029 TASK 94
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	05/22/2013	11,711.60	LAW ENFORCEMENT/SECURITY ON DI
4038	WINDSTREAM COMMUNICATIONS	05/22/2013	51.62	EFO PHONE AND DISTRICT 800#
4997	CLETA WOLVERTON	05/22/2013	201.14	EMPLOYEE TRAVEL
4651	PANAMA CITY CYCLES, INC	05/22/2013	410.09	SERVICE/ REPAIRS 2006 OUTLANDE

**TOTAL CHECKS** 59,500.87

1892	STEVE L. BROWN	05/24/2013	19.14	REIMBURSEMENT FOR SUPPLIES
3405	JOHN B. CROWE	05/24/2013	1,759.80	TUITION REIMBURSEMENT
4944	BRETT CYPHERS	05/24/2013	414.09	EMPLOYEE TRAVEL
4961	PETER FOLLAND	05/24/2013	140.00	EMPLOYEE TRAVEL
273	W. G. GOWENS	05/24/2013	205.00	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	05/24/2013	140.00	EMPLOYEE TRAVEL

**TOTAL ACH TRANSFER** 2,678.03

**TOTAL AP** 62,178.90

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
2905	ALPHA FARMERS COOPERATIVE	05/29/2013	191.67	HERBICIDE
4832	ASSURANT EMPLOYEE BENEFITS	05/29/2013	376.86	PRE-PAID DENTAL
4832	ASSURANT EMPLOYEE BENEFITS	05/29/2013	4,202.47	EMP DENTAL
4834	ASSURANT EMPLOYEE BENEFITS	05/29/2013	681.50	EMP LIFE INSURANCE
4833	ASSURANT EMPLOYEE BENEFITS	05/29/2013	3,909.30	APR MAY JUN VOL LTD
95	AT&T	05/29/2013	280.26	EFO PHONE SERVICE
3586	ATTACK-ONE FIRE MANAGEMENT SVCS	05/29/2013	2,030.30	ATTACK ONE FIRE MGT-PRESCRIBED
3586	ATTACK-ONE FIRE MANAGEMENT SVCS	05/29/2013	2,030.30	ATTACK ONE FIRE MGT-PRESCRIBED
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	05/29/2013	38,461.24	EMP HEALTH INSURANCE
4742	BRECK BRANNEN	05/29/2013	60.52	LEGAL TRAVEL
1617	CAPITAL HEALTH PLAN	05/29/2013	71,777.09	EMP HEALTH INSURANCE
3269	CDW GOVERNMENT, INC.	05/29/2013	499.00	PRTG RENEWAL
4227	CHARLES GARNER	05/29/2013	350.00	WMD 0004 FLATBED WELDING
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	05/29/2013	1,362.45	LABORATORY ANALYSIS
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	05/29/2013	235.60	LABORATORY SERVICES
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	05/29/2013	1,913.10	LABORATORY ANALYSIS - GROUND W
45	DMS	05/29/2013	7,304.50	ETHERNET
24	FLORIDA PUBLIC UTILITIES COMPANY	05/29/2013	451.17	ELECTIRC - MFO
4984	HAMMOND DESIGN GROUP, LLC	05/29/2013	910.00	CARR BLDG IMPROVEMENTS
4835	NORTHSIDE NEW HOLLAND, INC.	05/29/2013	4.07	TS 100 HEW HOLLAND FUEL PLUG
1205	OFFICE DEPOT, INC.	05/29/2013	35.60	GOVERNING BOARD SUPPLIES
1205	OFFICE DEPOT, INC.	05/29/2013	91.80	GOVERNING BOARD SUPPLIES
4960	PARKWAY CAR CARE CENTER, INC.	05/29/2013	146.45	TRITON 40HP MERCURY SERVICE
1180	PRIDE ENTERPRISES	05/29/2013	227.91	WELL PERMIT APPLICATION FORM
1180	PRIDE ENTERPRISES	05/29/2013	227.91	WELL COMPLETION REPORT FORM
1180	PRIDE ENTERPRISES	05/29/2013	133.75	PRINTING ENVELOPES
4091	THE SHOE BOX	05/29/2013	75.00	SAFETY SUPPLIES
4995	CAROLYN STAPLES	05/29/2013	750.00	SILVICULTURAL ACCESS

**138,719.82**

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

4966	DAVID REED CHERRY	05/31/2013	219.86	EMPLOYEE TRAVEL
3080	STEVEN COSTA	05/31/2013	219.89	EMPLOYEE TRAVEL
4972	LAUREN ENGEL	05/31/2013	186.00	EMPLOYEE TRAVEL
273	W. G. GOWENS	05/31/2013	370.26	EMPLOYEE TRAVEL
2434	JERRICK SAQUIBAL	05/31/2013	364.76	EMPLOYEE TRAVEL
1042	NICHOLAS D. R. WOOTEN	05/31/2013	372.26	EMPLOYEE TRAVEL

**1,733.03**

**140,452.85**

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

MAY 2013

DIRECT DEPOSIT	05/03/2013	194,538.85
CHECKS	05/03/2013	8,357.22
FLEX SPENDING TRANSFER	TF110	1,637.99
DIRECT DEPOSIT	05/17/2013	190,061.39
CHECKS	05/17/2013	11,609.61
FLEX SPENDING TRANSFER	TF113	1,637.99
DIRECT DEPOSIT	05/31/2013	206,402.20
CHECKS	05/31/2013	7,334.36
		\$ <u>621,579.61</u>

APPROVED:

---

Chairman or Executive Director

July 11, 2013

---

Date

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Jon Steverson, Executive Director  
Brett Cyphers, Assistant Executive Director

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

DATE: June 24, 2013

SUBJECT: Consideration of Approval of the Appraisals for the Sartor Tract;  
Econfina Creek

---

Prior to consideration of the Purchase and Sale Agreement, staff is requesting approval of the appraisals on the Sartor tract in Washington County. The appraisal of the Sartor tract was prepared by Real Property Analysts, and the review appraisal was prepared by Southeast Appraisal Group. Copies of the appraisals will be available at the Governing Board meeting if any member of the Board would like to review them.

Staff recommends approval of the appraisal prepared by Real Property Analysts and the review appraisal prepared by Southeast Appraisal Group of the Sartor tract in Washington County, Florida.

WOC/cb

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

### MEMORANDUM

TO: Governing Board

THROUGH: Guy Gowens, Director — Division of Resource Management

FROM: Kris Barrios, Director — Field Services Section

DATE: June 21, 2013

SUBJECT: Consideration of FDEP Contract G0368, Integrated Water Resources Monitoring Program

---

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

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

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

For the period through June 30, 2014, the District will be compensated on a fee schedule/cost reimbursement basis for a total amount not to exceed \$165,773.40.

Staff recommends approval of the revenue agreement amendment with FDEP.

**DEP AGREEMENT NO. G00368**

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

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

WHEREAS, the Department has received Clean Water Section 106 grant funds, in a federal grant provided under Performance Partnership Grant funds (CFDA 66.605) from the U.S. Environmental Protection Agency (EPA) for surface water programs in the State of Florida; and,

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

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

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

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

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.
2. This Agreement shall begin upon execution by both parties and shall remain in effect until June 30, 2014, by which date all requirements shall have been completed. The Grantee shall be eligible for payment for sampling that occurred on or after July 1, 2013 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by EPA and/or the Legislature.
3.
  - A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a combination fee schedule/cost reimbursement basis in an amount not to exceed \$165,773.40 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 June 30, 2014, to assure the availability of funds for payment. For cost reimbursement activities, in addition to the summary form, the Grantee must

provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. 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.

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

- G. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for



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

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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

EPA Grant Number	CFDA	Program Title	Funding Amount
BG-95490513-0	66.605	Performance Partnership Grants	\$165,773.40
<b>Total Funding</b>			\$165,773.40

- 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](http://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, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee the required reports and deliverables submitted by the Grantee and submit written approval to the Grantee.

B. The Grantee agrees to comply with the requirements of EPA’s Program for Utilization of Small, Minority, and Women’s Business Enterprises in procurement under this Agreement.

1. The Grantee accepts the Minority Business Enterprise/Women’s Business Enterprise (MBE/WBE) “fair Share” goals and objectives negotiated with EPA as follows:

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

2. If the Grantee does not want to rely on the applicable State’s MBE/WBE goals, the Grantee agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned business to do work in the relevant market for construction, services, supplies and equipment. “Fair Share” objectives must be submitted to the EPA Grants Management Office, 61 Forsyth Street, Atlanta, GA 30303 within thirty (30) calendar days of award and approved by EPA no later than thirty (30) calendar days thereafter. Copies of all correspondence with EPA shall also be forwarded to the Department’s Grant Manager.

3. The Grantee agrees to ensure, to the fullest extent possible, that at least the applicable “fair share” objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.

4. The Grantee agrees to include in its bid documents the applicable “fair share” objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated “fair share” percentages.

5. The Grantee agrees to follow the six good faith efforts stated in 40 C.F.R. Part 33, and retain records documenting compliance.

6. The Grantee agrees to submit a report documenting MBE/WBE utilization under federal grants in conjunction with the required 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) were funded in part by a Water Quality Management Planning grant from the Environmental Protection Agency through an agreement/contract with the Watershed Monitoring 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 unsatisfactory deliverables. 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, as appropriate for the circumstances.
  - A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
  - B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
  - C. Wholly or partly suspend or terminate this Agreement.
  - D. Withhold further awards for the project or program.
  - E. Take other remedies that may be legally available.
  - F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply.
    - 1. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable.
    - 2. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.
  - G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Executive Orders 12549 and 12689.
- 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 years following Agreement completion. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.
  - B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

- C. Records for real property and equipment acquired with Federal funds shall be retained for five years following final disposition.
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.

- C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
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 G, 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 H, Required Electronic Format**.
- B. The Grantee shall not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except as authorized above. When applicable, and upon receipt of such consent in writing, the Grantee shall cause the names of the firms responsible for such portions of the work to appear on such work. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The payment terms of the subcontract shall comply with the payment terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all

work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- C. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
  - D. The Grantee agrees to comply with the procurement requirements contained in 40 C.F.R. 31.36 for its selection of subcontractors.
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 I, Standard Form-LLL, "Disclosure of Lobbying Activities"** and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. [40 CFR 34]
- B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
  - C. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
  - D. The Grantee's Chief Executive Officer shall certify that no funds provided under this Agreement have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Grantee shall submit **Attachment J, "Lobbying and Litigation Certificate"** to the Department within ninety (90) days following the completion of the Agreement period.
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 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:	<a href="mailto:Thomas.Seal@dep.state.fl.us">Thomas.Seal@dep.state.fl.us</a>

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

Kristopher Barrios	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, Florida 32333	
Telephone No.:	(850) 539-5999
Fax No.:	(850) 539-2777
E-mail Address:	<a href="mailto:kristopher.barrios@nwfwmd.state.fl.us">kristopher.barrios@nwfwmd.state.fl.us</a>

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 the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
19. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
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 K, Property Reporting Form**, DEP 55-212, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
- A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
  - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
  - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.

22. All reports produced and other data gathered by the Grantee for the purpose of this Agreement shall become the joint property of the DEP and the Grantee without restrictions or limitations upon their use and shall be made available by the Grantee at any time upon request of the DEP.
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 intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.
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 L, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment M, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.
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 Environmental Assessment and Restoration or designee

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

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

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

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

FEID No.: 59-1531621

Approved as to form and legality:

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

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (7 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Sample Payment Request Summary Form (1 Page)</u>
<u>Attachment</u>	<u>C</u>	<u>MBE/WBE Procurement Reporting Form and Instructions (3 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Sample Progress Reporting Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Certification of Applicability to Single Audit Act Reporting (3 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Global Positioning System (GPS) Standards (4 Pages)</u>
<u>Attachment</u>	<u>H</u>	<u>Required Electronic Format (3 Pages)</u>
<u>Attachment</u>	<u>I</u>	<u>Disclosure of Lobbying Activities (2 Pages)</u>
<u>Attachment</u>	<u>J</u>	<u>Lobbying and Litigation Certificate (1 Page)</u>
<u>Attachment</u>	<u>K</u>	<u>Property Reporting Form (1 Page)</u>
<u>Attachment</u>	<u>L</u>	<u>Contract Provisions (4 Pages)</u>
<u>Attachment</u>	<u>M</u>	<u>Regulations (1 Page)</u>

**ATTACHMENT A  
GRANT WORK PLAN**

*Service Period: July 1, 2013 through June 30, 2014  
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT*

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

**QUALITY ASSURANCE**

The Grantee conducting water quality sampling under this Agreement shall follow procedures and methods specified in the DEP *Status and Temporal Variability Monitoring Networks Sampling Manual* (<http://publicfiles.dep.state.fl.us/dear/watershed%20monitoring/documents/WMS-SamplingManual.pdf>). The Grantee conducting Habitat Assessments under this Grant shall follow procedures and methods specified in DEP SOPs FT3001, FT3100, and FS7420 found on the DEP website (<http://www.dep.state.fl.us/water/sas/sop/sops.htm>). Requests for variance to the procedures may be submitted to the DEP Watershed Monitoring Section QA Officer in writing, who will scrutinize requests on a case-by-case basis. For purposes of this Agreement, the DEP Central Laboratory will perform all sample analysis under a separate agreement with the DEP's Watershed Monitoring Section. All samples shall be shipped in accordance with instructions in the sampling manual.

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

**STORET**

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

**QUALIFIED SAMPLER**

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

**AGREEMENT TASKS**

The Grantee shall collect surface and ground water quality samples for the Watershed Monitoring Program within the boundaries of the Northwest Florida Water Management District. This Supplemental Grant Work Plan will cover the sampling period from July 1, 2013 to June 30, 2014. Each activity to be performed has been identified and described as a separate task and must be completed within the designated time frame identified for that task:

**TASK I - SAMPLE COLLECTION**  
**Fee Schedule Task Cost: \$161,473.40**  
(\$733.97 per sample, 220 samples)

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

### STATUS NETWORK

- Approximately fifteen (15) samples from Streams within the boundaries of the Northwest Florida Water Management District within the established Index Period (July 1, 2013 – August 31, 2013) , includes the performance of habitat assessment surveys;
- Approximately fifteen (15) samples from Small Lakes within the boundaries of the Northwest Florida Water Management District within the established Index Period (September 1, 2013 – September 30, 2013), includes the collection of lake bottom sediment samples from each water quality sampling location;
- Approximately twenty (20) samples from wells in Unconfined Aquifers within the boundaries of the Northwest Florida Water Management District within the established Index Period (November 1, 2013 – December 31, 2013);
- Approximately twenty (20) samples from wells in Confined Aquifers within the boundaries of the Northwest Florida Water Management District within the established Index Period (January 1, 2014 – February 28, 2014);
- Approximately fifteen (15) samples from Large Lakes within the boundaries of the Northwest Florida Water Management District within the established Index Period (April 1, 2014 – April 30, 2014), includes the collection of lake bottom sediment samples from each water quality sampling location;
- Approximately fifteen (15) samples from Rivers within the boundaries of the Northwest Florida Water Management District within the established Index Period (May 1, 2014 – May 30, 2014), includes the performance of habitat assessment surveys;
- Approximately twenty (20) Quality Assurance samples (approximately 20% of 100 total samples).

### GROUND WATER TEMPORAL VARIABILITY NETWORK

- Approximately twenty-four (24) Unconfined Aquifer samples from wells and springs in the GWTV Network, collected at quarterly intervals from July 1, 2013 – June 30, 2014;
- Approximately twelve (12) Confined Aquifer samples from wells in the GWTV Network, collected at quarterly intervals from July 1, 2013 – June 30, 2014;
- Approximately sixteen (16) Quality Assurance Samples (16 Equipment Blanks)

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

- Measure field analytes only at approximately six (6) monthly Unconfined Aquifer GWTV sites (estimated 48 total site visits) from July 1, 2013 – June 30, 2014 during the eight months not visited for the collection of quarterly laboratory samples.

Ground water sample collection includes:

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

All water sample collection includes:

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

Samples shall be collected for all analytes identified in the sampling manual. Analytes for Cycle 7 are contained in the Status Network Analyte List. Samples should be collected during the appropriate Index and Overflow Periods. All samples shall be shipped in accordance with instructions located in the Sampling Manual. Field audits shall be performed in accordance with instructions in the Sampling Manual.

### **TASK II - MAINTENANCE OF THE STATUS AND GWTV NETWORKS**

#### **Costs included in Task I**

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

### **TASK III - STATUS NETWORK CHARACTERIZATION**

#### **Costs included in Task I**

Reconnoiter proposed IWRM 2013-2014 Status Network ground water and surface water sampling sites within the boundaries of the Northwest Florida Water Management District to determine suitability and access. DEP will provide site selection lists for 2013-2014 sites to the Grantee (via the Oracle Generalized Water Information System (OGWIS) web-based tool) as soon as they become available. Stations for ground and surface waters will be provided annually.

Office recon using OGWIS and other tools should be performed prior to actual field recon or sampling, and should be employed to eliminate sites that are the wrong resource type or otherwise cannot be sampled. Lakes and rivers with boat access, as well as well sites with known access need not be field reconned prior to sampling. Other potential sites can be reconned prior to or at the time of sampling, as long as sampling occurs within the prescribed Index Period. Different resources are available to help make determinations of the sample and resource type. The web-based DEP OGWIS website can be used to show features pertaining to the site on both USGS topography maps and aerial photography.

#### RESOURCE TYPES TO BE MONITORED

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

#### NUMBER OF SITES

From July 1, 2013 through June 30, 2014, within the boundaries of the Northwest Florida Water Management District, the optimal number of sites for each resource type is fifteen (15) for surface water and twenty (20) for ground water. If the optimal number of sites are not available due to a lack of wells or absence of resources then available resources should be sampled.

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

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

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

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

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

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

#### SURFACE WATER SELECTION CRITERIA

Surface water includes all natural lakes, and streams and rivers based on a 1:100,000 RNHD coverage. Rivers are defined as the coverage that includes the state's larger rivers and canals, while streams are defined as the remainder of all stream resources, based on the 1:100,000 RNHD coverage.

### Inclusion

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

### Exclusion

- 1) Small lake or large lake less than one meter deep
- 2) Dry during index period, includes small lake water < 4 hectares large lake water < 10 hectares
- 3) Stream/river flow pooled and disconnected at random location
- 4) Stream/river/canal random location less than 10 cm deep
- 5) Access denied by property owner
- 6) Unable to obtain permission from owner
- 7) Flood conditions (flow out of banks) at stream/river/canal random location
- 8) Unsafe sampling conditions
- 9) Open water in lake less than 0.1 hectare
- 10) No open water available at lake sampling point
- 11) Unable to reach random location within three hours from access point
- 12) Unable to get equipment to random location (sampler cannot get necessary sampling equipment to site)
- 13) Artificially created lake other than established impoundments
- 14) Stormwater treatment areas
- 15) Wetlands
- 16) Roadside borrow pit
- 17) Current or historic mining operation
- 18) Stream/river artificially altered with loss of sinuosity and box cut banks (not a primary canal)
- 19) Artificial lake, lagoon, or pond used for agricultural or aquaculture operations
- 20) Established lake size is < 4 hectares, via best professional judgement, (not "dry")
- 21) GIS coverage incorrect, waterbody not present at random location
- 22) Waterbody within fdep permitted facility boundary
- 23) Random location lies at outfall of fdep permitted facility (site lies at the outfall point of effluent entering state waters (in mixing zone ok).)
- 24) Random location falls outside reporting zone
- 25) Estuary
- 26) Changing resource type (including restoration areas) (resource type will definitely change prior to scheduled sampling. example: impoundment of a former river to form a lake.)
- 27) Stream segment is not connected to waters of the state
- 28) Drainage/irrigation ditch included in primary canal coverage

### GROUND WATER SELECTION CRITERIA

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

### Inclusion

- 1) Site accessible either by foot / boat / vehicle.
- 2) Well construction information known: total depth, casing depth, casing material, well owner, screen/open hole interval, (optional) existing recent water quality data.
- 3) Well completed into proper ground water resource type (confined / unconfined). (Include method of determination for well type).
- 4) Well or facility with upgradient background well present in current list frame.
- 5) Well may have pre-sample pressure tank. However, add qualifier to comments that the well and tank have been purged 15 minutes as per SOP protocols.

### Exclusion

- 1) Well dry during index period (well consistently dry, purges dry or does not recover within 6 hours.)

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

#### RECON PROCEDURES

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

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

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

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

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

Candidate wells should meet the following minimum requirements:

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

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

AQUIFER NAMES

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

**TASK V - DATA MANAGEMENT AND DATA INTERPRETATION**  
**Costs included in Task I**

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

**TASK VI - ATTEND PROGRAM MEETINGS AND TRAINING**  
**Costs included in Task I**

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

**TASK VII – REPORTS**  
**Costs included in Task I**

Progress Reports and payment requests are to be submitted every three months by the Grantee to the DEP Grant Manager. Quarterly Quality Assurance Reports and field data sheets should be included with the Quarterly Progress Reports. A Final Comprehensive Report that summarizes all tasks associated with this Agreement, including sampling site updates shall be submitted no later than June 30, 2014. A Quality Assurance Project Plan is on file with the Watershed Monitoring Section, but will be updated annually to reflect changes in staff and equipment.

REPORTING REQUIREMENTS

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



PAYMENTS

The Grantee shall submit a Request for Payment every three (3) months, listing the number of samples completed and recon performed, in conjunction with progress reports as required herein. A final request must be submitted no later than July 15, 2014 to assure the availability of funding for final payment.

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

**TASK VIII – PURCHASE EQUIPMENT**  
**Cost Reimbursement Task Not to Exceed \$4,300.00**

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

- 1) Ground water sampling pump estimated at \$2,800.
- 2) Water quality datasonde (partial) estimated at \$1,500.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**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**

**Percent Matching**

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

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

GRANT EXPENDITURES SUMMARY SECTION

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

CATEGORY OF EXPENDITURE	Total Contract	Completed This Quarter	AMOUNT OF THIS REQUEST
Sampling (Includes Tasks I - VII) Unit Price Per Sample: \$733.97	\$	#	\$
Equipment purchases (Task VIII)	\$	N/A	\$
<b>TOTAL Cost</b>	\$	N/A	\$
<b>Less Total Cumulative Payments of:</b>	\$	N/A	N/A
<b>Less Total This Request:</b>	\$		
<b>TOTAL REMAINING IN GRANT</b>	\$	#	N/A

**GRANTEE CERTIFICATION**

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

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



## 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.

For assistance with the completion of this form, please contact Jennifer Peddicord, Finance and Accounting Director, at (850) 245-2456.



## ATTACHMENT E

### 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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT – 1**

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

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

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

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

Total Award					\$165,773.40
-------------	--	--	--	--	--------------

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**

**CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING**

Grantee's Name:

Grantee Fiscal Year Period: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ \_\_\_\_\_

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ \_\_\_\_\_

**CERTIFICATION STATEMENT:**

I hereby certify that the above information is correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Position Title

**INSTRUCTIONS FOR COMPLETING THE ATTACHMENT**

Grantee Fiscal Year Period: FROM: Month/Year TO: Month/Year

**NOTE: THIS SHOULD BE THE GRANTEE’S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).**

Total State Financial Assistance Expended during Grantee’s most recently completed Fiscal Year:

**NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.**

\$ \_\_\_\_\_

Total Federal Financial Assistance Expended during Grantee’s most recently completed Fiscal Year:

**NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.**

\$ \_\_\_\_\_

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

## CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

### FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

**Answer:** No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

**Answer:** Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

**Answer:** You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

**Answer:** No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

**Answer:** No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

**Answer:** Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2<sup>nd</sup> notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

**Answer:** Yes, you can submit them by Email to [Debbie.skelton@dep.state.fl.us](mailto:Debbie.skelton@dep.state.fl.us)

## ATTACHMENT G

### 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.<sup>1</sup>
- 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

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



when used correctly, but can often miss their target. By their nature, these instruments require a very good aim.

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 H, 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>MEASUREMENT</u> <sup>1</sup>	<u>UNITS</u>	<u>STORET CODE</u>
Water Temperature, field	°C	00010
pH, field	Std. units	00406
Specific Conductance @ 25 C, field <sup>2</sup>	µmhos/cm @ 25°C	00094
Salinity <sup>2</sup>	parts/thousand	00480
Dissolved Oxygen, field	milligrams/L	00299
Secchi Depth (transparency) <sup>3</sup>	Meters	00078
Total Depth @ Sampling Site <sup>4</sup>	Meters	82903
Stream Stage <sup>5</sup>	Feet	00065
Sample Depth	Meters	90068

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

<sup>2</sup> = Specific Conductance will be reported for fresh waters and salinity will be reported for saline waters.

<sup>3</sup> = 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.

<sup>4</sup> = If sampling done from a fixed point.

<sup>5</sup> = Surface water temporal variability sites only, where available.

#### Required Field Measurements - Ground Water

<u>MEASUREMENT</u> <sup>1</sup>	<u>UNITS</u>	<u>STORET CODE</u>
pH, field	Std. units	00406
Specific Conductance @ 25 C, field	µmhos/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	82514
Microlanduse <sup>6</sup>	NA	84147

<sup>6</sup> = 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

<b>DBF Format:</b>				
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	

<b>MS Excel © Format:</b>				
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 <sup>7</sup>	Tot_depth
Well Case Depth <sup>7</sup>	Case_depth
Well Case Material <sup>7</sup>	Case_Material
Well Case Diameter <sup>7</sup>	Case_dia
Confined/Unconfined Aquifer <sup>7</sup>	Confined
Measuring point elevation <sup>8</sup>	Meas_point
Land surface elevation <sup>8</sup>	Land_surf
All Contact Information:	Contact
	Cont_name
	Cont_addr
	Cont_city
	Cont_state
	Cont_zip
	Cont_tele
Letter	Letter

<sup>7</sup> = Required for wells only.

<sup>8</sup> = 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



## 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.



LOBBYING AND LITIGATION CERTIFICATE\*

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.

_____	Assistance Agreement Number(s)**
Chief Executive Officer	_____
_____	_____
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.



**PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. G0368  
(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 31<sup>st</sup>, 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:
---------------------	---	-------

<b>BELOW FOR DEP USE ONLY</b>	
<b>DEP CONTRACT MANAGER:</b>	<b>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.</b>
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.

**ATTACHMENT L**  
**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](http://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](http://www.ccr.gov)) 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](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**ATTACHMENT M  
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.	
<b>Subchapter A - General</b>	
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
<b>Subchapter B – Grants and Other Federal Assistance</b>	
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
<b>Other Federal Regulations</b>	
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
<b>Office of Management and Budget Circulars</b>	
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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Resource Management Division  
Paul Thorpe, Resource Planning Section Director

DATE: June 25, 2013

SUBJECT: Consideration of Grant Funding Initiative for Local Water Supply Development Projects

---

Recommendation

Subject to legal counsel review and final adoption of the Fiscal Year 2013-2014 budget, it is recommended that the Governing Board authorize staff to solicit competitive proposals for water supply development grants and that the Board approve the proposed ranking criteria and general guidelines stated below.

Discussion

For many years, the Northwest Florida Water Management District has helped communities across northwest Florida address important water supply development challenges. This has been accomplished through both technical and financial assistance. District financial assistance has been focused on supporting priority projects identified in regional water supply plans (RWSPs), promoting the reuse of reclaimed water, and helping financially disadvantaged communities address acute water supply development needs.

Water supply development assistance is supported by a number of statutory provisions. Section 373.705, Florida Statutes (F.S.), authorizes water management districts to assist local governments and both government-owned and privately owned utilities with water supply development, and it defines some basic criteria for funding priorities. Section 373.707, F.S., establishes additional guidelines and criteria applicable to alternative water supply development projects.

In developing the tentative budget for Fiscal Year 2013-2014, staff proposes that a portion of the District's reserve funds be distributed through a competitive grant program for water supply development assistance. The overall objective of this initiative would be to help communities across the District meet local water supply challenges while also addressing regional priorities for water resource protection and management. District financial assistance distributed in this manner would also help leverage additional local, state and federal funding, thus increasing the pool of resources available to meet public needs in northwest Florida. Proposed guidelines and review criteria are described below.

### General Program Guidelines

It is anticipated that the grant cycle would open in July 2013, with a deadline for receipt of proposals in late October. General guidelines are proposed as follows:

- 1) Grant funding is limited to water supply development projects.
- 2) Eligible applicants include local governments and publicly or privately owned utilities.
- 3) No more than two applications may be considered from any entity.
- 4) Grant funding is not available for land acquisition.
- 5) Projects should be feasible to complete within 24 months of grant agreement execution.
- 6) Emphasis is placed on supporting projects that further accomplish the District's mission, as well as projects proposed to serve financially disadvantaged communities.
- 7) Grant funding provided normally may not exceed 50 percent of the overall project cost. Exceptions may be made, at the Governing Board's discretion, for projects serving financially disadvantaged communities.
- 8) Grant funds will normally be provided on a reimbursement basis upon project completion. Reimbursement for partial task completion, leading to accomplishment of the overall project, may be made available for financially disadvantaged communities. Up-front grant payment may also be considered at the discretion of the Governing Board for projects serving financially disadvantaged communities.

### Financially Disadvantaged Communities

For the purposes of this program, a financially disadvantaged community is defined as meeting at least one of the following conditions:

- 1) A municipality with a population of 10,000 or less according to the latest decennial census and a per capita annual income below the state per capita annual income as determined by the United States Department of Commerce (reference: section 403.1838, F.S.).
- 2) A community within a Rural Area of Critical Economic Concern (section 288.0656, F.S.). In northwest Florida, this includes the counties of Calhoun, Franklin, Gadsden, Gulf, Jackson, Holmes, Liberty, Wakulla and Washington, and the area within the city limits of Freeport.
- 3) A rural community that is experiencing economic distress (section 288.0656, F.S.). A rural community is one within a county with a population of 75,000 or less, or with a population of 125,000 or less and contiguous to a county with a population that does not exceed 75,000. Indicators of economic distress include low per capita income, low per capita taxable values, high unemployment, high underemployment, low weekly earned wages compared to the state average, low housing values compared to the state average, high percentages of the population receiving public assistance, high poverty levels compared to the state average, and a lack of year-round stable employment opportunities.



Schedule

The anticipated schedule for program implementation is as follows:

- July 2013 – Grant cycle opens
- August 2013 – One or more workshops held for the benefit of potential applicants
- October 2013 – Applications due October 31
- December 2013 – Recommendations presented to the Governing Board
- February 2014 – Anticipated date by when approved projects should be under contract

Grant Review Criteria

The proposed criteria are provided in Table 1. These criteria are designed to prioritize projects that are feasible to implement in the near future, that address significant local needs and challenges, and that help meet priorities established by the District. Projects proposed to serve financially disadvantaged communities will be given significant weight. Final recommendations to the Governing Board will also take into account an evaluation of cost and comparative cost-effectiveness.

**Table 1. Proposed Grant Criteria – FY 2013-2014**

<b>Criterion</b>	<b>Explanation and Guidelines</b>
Support of the District’s Core Missions	Consider whether the project (1) implements approved District plans (e.g., RWSP, SWIM, MFLs, Restoration), (2) effectively addresses issues documented for WRCAs, RWSPs, SWIM, and MFL priorities, (3) addresses other water resource challenges or related public health or safety problems, and/or supports establishment of a dependable, sustainable supply of water, or (4) otherwise addresses District areas of responsibility.
Addresses Statutory Water Supply Priorities	Consider whether the project implements statutory priorities, such as alternative water supply, reuse, storage, recharge, or conservation of water, in a manner that contributes to the sustainability of regional water sources.
Environmental Benefits	Consider whether the project provides substantial environmental benefits by preventing or limiting adverse water resource impacts.
Readiness for Implementation	Consider the status of planning, engineering, permitting, and funding development.
Financial Need	Assess the need for funding assistance.
Ability to Operate and Maintain	Assess the ability to operate and maintain completed projects.
Clearly Identified Outcome	Consider (1) the quality of the project plan/description, (2) identification of objectives and outcomes, and (3) how clearly the will project achieve the outcomes needed.
Administrative Evaluation	(1) Consider any outstanding regulatory issues and degree of responsiveness; (2) consider whether utility or local government has appropriate conservation or other resource sustainability measures in place.

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

### MEMORANDUM

TO: Governing Board

FROM: Resource Management Division  
Graham Lewis, Senior Environmental Scientist

DATE: July 11, 2013

SUBJECT: Consideration of Bids and Agreement for Construction Services in the  
Whiskey George Basin for Tate's Hell Swamp Hydrologic Restoration

---

#### Recommendation

Staff recommends the Governing Board accept the bid of \$73,800 from Panhandle Contracting, Inc., for hydrologic restoration activities in the Whiskey George Basin of Tate's Hell State Forest, and authorize the Executive Director to enter into a contract with Panhandle Contracting, Inc., for these services.

#### Background

On May 21, 2013, the District issued an Invitation to Bid (ITB) 13B-009 for construction services for the Whiskey George Creek Basin Hydrologic Restoration Project located in Tate's Hell State Forest. The project is designed to reconnect hydrologic flow pathways in Tate's Hell Swamp that have been severed by roadways and ditches associated with past and ongoing forestry operations. The current project includes the construction of six low water crossings, 15 ditch plugs and four culvert improvements. The construction services under this ITB are part of the larger Tate's Hell State Forest Hydrologic Restoration Plan, which was developed in cooperation with the Florida Forest Service and previously approved by the District's Governing Board.

This hydrologic restoration project will improve water quality discharged from Whiskey George Creek into East Bay, an important estuarine system that serves as the primary nursery area for fish and other marine organisms in Apalachicola Bay. In addition, this restoration project will enhance wetland function, restore historic wet savannas, and improve fish and wildlife habitat within Tate's Hell State Forest.

Construction activities will be funded in part with a grant from The National Oceanic and Atmospheric Administration (NOAA) and the Gulf of Mexico Hydrologic Restoration Partnership, with matching District funds through the Florida Forever Capital Improvement Program.

Bids submitted for ITB 13B-009 were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
Panhandle Contracting, Inc.	\$73,800.00
SNARR Enterprises, LLC	\$78,450.00
Coastline Clearing & Development, LLC	\$91,365.00

Attachment: Draft Contract

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

District Headquarters  
81 Water Management Drive  
Havana, Florida 32333  
10 Miles West of Tallahassee  
U.S. Highway 90

Thursday  
July 11, 2013  
1:05 p.m., ET

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

PART I — CONSENT AGENDA

• WATER USE PERMITS

Permit Modification & Renewals

1. Applicant: Pace Water System, Inc.  
App. No.: I07384  
Location: Permit Areas B & C, Santa Rosa County  
Use: Public Supply  
Capacity: 12,140 Gallons per Minute  
Purpose: Applicant has applied for renewal of Individual Water Use Permit 19830046 with no change in the permitted withdrawal amounts.  
Facilities: Same as Current Permit

Withdrawal Amounts Gallons:	Permitted	Recommended
Annual Average Daily	6,100,000	6,100,000
Maximum Daily	13,500,000	13,500,000
Maximum Monthly	250,000,000	250,000,000

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

PART II — INFORMATIONAL ITEM

• ERP INFORMATION ITEM

NFWFMD Environmental Resource Permit Program Activity Status for April 2013		
Activity	Current Month	Fiscal Year to Date Total
Applications Received	12	119
Permits Issued	9	119
Exemption Certifications Issued	2	90
10/2 GP Authorizations	13	105

TAP/tp

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

STAFF REPORT

TO: Governing Board

FROM: Regulatory Division

DATE: June 6, 2013

SUBJECT: Request for Renewal of Individual Water Use Permit No. 19830046  
Individual Water Use Permit Application No. I07384

---

Applicant: Pace Water System, Inc.

Location: Pace, Santa Rosa County, Permit Areas B & C  
Section 18; Township 1 North; Range 28 West  
Sections 2, 4, 10, 12, 16, 18, and 28; Township 1 North; Range 29 West  
Sections 28 and 29; Township 2 North; Range 29 West  
Section 25; Township 2 North; Range 30 West

Use: Public Supply

Water Source: Sand-and-Gravel Aquifer

Ground Water Facilities:

Well Number	Florida Unique Well ID	Diameter (inches)	Total Depth (feet)	Cased Depth (feet)	Pump Capacity (gpm)	Well Status
PWS #1	AAA5287	20	290	195	780	Existing
PWS #2	AAA5288	16	297	205	690	Existing
PWS #3	AAA5289	16	341	280	970	Existing
PWS #4	AAA5290	12	285	230	465	Existing
PWS #5	AAA5291	16	345	245	1,135	Existing
PWS #6	AAA5292	24	335	210	1,150	Existing
PWS #7	AAA5293	20	370	210	1,140	Existing
PWS #8	AAA5294	24	328	238	1,280	Existing
PWS #9	AAA8392	24	328	270	1,380	Existing
PWS #10	AAG3695	24	340	240	1,800	Existing
PWS #11	---	24	380	250	1,350	Existing

Capacity: 12,140 Gallons per Minute; 17,481,600 Gallons per Day

Withdrawal Information:

Water Use Totals	Permitted	Requested	Use*	Recommended
Average Day (GPD)	6,100,000	6,100,000	3,878,640	6,100,000
Maximum Day (GPD)	13,500,000	13,500,000	7,611,333	13,500,000
Maximum Month (GAL)	250,000,000	250,000,000	149,897,333	250,000,000

\* Average withdrawal for the period 2010-2012

Staff Evaluation:

Pace Water System, Inc. (Pace) is requesting renewal of Individual Water Use Permit (IWUP) No. 19830046 with no modifications. Pace has generally complied with the conditions of the existing IWUP.

Pace withdraws water from the Sand-and-Gravel Aquifer to serve its retail public supply customers. The recommended average daily rate is unchanged from the previously authorized amount and is consistent with the Bureau of Economic and Business Research projected 2.6% annual population growth rate in Santa Rosa County for the requested 20 year permit duration. The recommended maximum daily and monthly rates are based on historical daily and monthly peaking ratios for the distribution system. Pace's residential per capita water use of 71 gallons per day meets the District's water use efficiency goal of 100 gallons per day or less. Pace's water losses were approximately 12% in year 2012, which slightly exceeds the District's goal of 10 percent or less. To further reduce water losses, Pace is implementing a meter replacement program beginning in year 2013.

Staff used the software program DRAWDOWN to simulate potential impacts to the Sand-and-Gravel Aquifer associated with the long-term withdrawal of the average daily rate. The simulated drawdown is approximately 5.2 feet at a distance of one-half mile and 4.5 feet at a distance of one mile, respectively, from the center of pumpage. Pace's groundwater withdrawals represent an existing, long-term use of the Sand-and-Gravel Aquifer and some portion of the predicted drawdowns have already occurred. To date, no declining trends in aquifer water levels have been observed in the area surrounding the Pace production wells. No harm to existing legal users or water resources is anticipated to occur from the proposed withdrawals.

Conclusions and Staff Recommendations:

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

The staff recommends that the applicant be granted an Individual Water Use Permit for an annual average daily withdrawal of 6,100,000 gallons, a maximum daily withdrawal of 13,500,000 gallons, and a maximum monthly withdrawal of 250,000,000 gallons. Staff also recommends that the permit expire August 1, 2033 and that the permit be conditioned as per the terms and Standard Conditions of the permit document (NFWFMD Form No. A2-E) and the following Specific Conditions:

1. The Permittee shall include the IWUP number and shall reference each well by its Florida Unique Identification Number on all submittals when corresponding with the District.
2. The Permittee shall record the data required on Water Use Summary Reporting Form NFWFMD A2-I for each production well and shall submit copies by January 31 of each year, even if no water is used. The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly and emailing it to [compliance@nfwfmd.state.fl.us](mailto:compliance@nfwfmd.state.fl.us). The report for the year 2013 is due by January 31, 2014.
3. The Permittee shall maintain, in working order, in-line, totalizing flow meters on each production well. The meters shall be maintained to be at least 95% accurate and any meter determined defective must be replaced within 30 days of its discovery. The Permittee, by July 31, 2020, July 31, 2027, and at the time of requesting a permit modification or renewal, shall submit documentation of the flow meter calibration and accuracy rating to the District.

4. The Permittee, shall have static water levels in well MW #11 (FLUWID AAL8252) measured within the first two weeks of each month. Water levels shall be referenced to the ground surface elevation and mean sea level (MSL). All measurements shall be taken from the same measuring point. If the measuring point is different from land surface elevation, then the Permittee shall provide the measuring point distance above or below land surface. All static water level reports shall include the date and time the measurement was taken, and the water level measurement to 0.01 foot precision. The Permittee shall submit the results to the District by the last day of the month in which the measurement is made (e.g. the measurement made during the first two weeks of January is due to the District by January 31). The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly and emailing it to [compliance@nwfwmd.state.fl.us](mailto:compliance@nwfwmd.state.fl.us)
5. The Permittee shall continue to expand and enhance its reuse system, with the goal of continuing to provide for 100 percent beneficial reuse of available wastewater flows. The Permittee, by March 31, 2018, March 31, 2023, and March 31, 2028, shall provide the District with a progress report regarding the reuse utilization goal. Each progress report shall include a description of the number and type of reuse customers, plans for reuse system improvements or expansion, and the annual average daily reuse amount and the amount of available reclaimed water.
6. The Permittee shall maintain a Water Conservation and Efficiency Program to achieve the goals listed below. The Permittee, by March 31 of each year, shall report to the District its performance regarding each element of the Water Conservation and Efficiency Program during the previous calendar year.
  - a. Achieve and maintain total and real water losses of 10 percent or less. The Permittee shall report water loss amounts for the previous calendar year according to the American Water Works Association (AWWA) methodology and the reporting form provided with this permit, or other District-approved methods. The Permittee shall provide an explanation for water losses each year, compare estimated water losses to the above goals, and briefly describe ongoing or planned water loss reduction measures.
  - b. Maintain average residential per capita daily water use of 100 gallons or less, respectively. The residential per capita water use shall be calculated as the amount of water used by residential dwelling units divided by the residential population served. The residential population served can be estimated as the number of residential dwelling units served multiplied by the average persons per household derived from US Census data. Adjustments to account for seasonal or tourist populations can be made, if adequately documented. The Permittee shall report a summary description of status regarding the per capita use goal.
  - c. Implement a public education and information campaign to promote water conservation and efficiency. The campaign shall consist of activities such as informative billing, periodic mailouts to customers, website announcements, newspaper notices, etc. Public education and information efforts shall be implemented at least annually. The Permittee shall provide a description of the public education and information campaign.
7. The Permittee, by March 31 of each year, shall report to the District the following information for the previous calendar year:

a)

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

b)

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

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

8. The Permittee, by December 31, 2018, and at the time of permit renewal or modification shall provide a map showing areas where service is actually provided as well as the overall franchise area allocated to the utility by the county, Public Service Commission or other authorizing entity. Definable areas within a service area that are served by domestic potable wells shall be delineated as non-served unless the area will be supplied by the utility within the term of the permit. The Permittee shall submit the map in digital format compatible with ESRI Geographic Information System (ARCGIS), if available.
9. The Permittee, by March 31 of each year, shall submit to the District a copy of its current rate structure. The Permittee shall consider revising its rate structure periodically to further promote water use efficiency and to discourage wasteful, discretionary use (e.g., irrigation, aesthetic use).

PERMIT MAILOUT ENCLOSURES: WATER USE SUMMARY REPORTING FORM NFWFMD A2-I  
 WATER LOSS REPORTING FORM  
 CONSERVATION PAMPHLETS



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
PUBLIC HEARING ON CONSIDERATION OF LAND ACQUISITION MATTERS  
AGENDA**

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

**Thursday  
July 11, 2013  
1:10 p.m., ET**

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

PUBLIC COMMENT: Public comment will be taken before any Governing Board action(s) except for Board hearings that involve the issuance of final orders based on recommended orders received from the Florida Division of Administrative Hearings. If you wish to address the Board concerning any item listed on the agenda, please fill out a public comment card and give it to the recording secretary. Your card will be provided to the Chair, who will call on you at the appropriate time during the meeting. When addressing the Board, please step to the podium, adjust the microphone for your comfort and state your name for the record. Please note that comments may be limited to three minutes depending on the number of speakers.

1. Call to Order
2. Consideration of Purchase and Sale Agreement for the Sartor Tract; Econfina Creek (*Bill Cleckley*)
  - Presentation of Proposed Acquisition
  - Introduction of Exhibits into the Record
  - Opportunity for Audience to Comment on Proposed Acquisition
  - Consideration of Approval by the Governing Board
3. Adjourn

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Jon Steverson, Executive Director  
Brett Cyphers, Assistant Executive Director

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

DATE: June 24, 2013

SUBJECT: Consideration of Purchase and Sale Agreement for the Sartor Tract;  
Econfina Creek

---

With the attached Purchase and Sale Agreement, staff proposes acquisition of approximately 10 acres in Washington County from Ray M. Sartor. The tract is xeric sandhill uplands and wiregrass habitat. The parcel is an inholding within the District's ownership. Acquisition of this tract will enhance the management of adjacent District lands when land management activities, such as prescribed burning, are conducted as well as eliminate an inholding within District ownership.

Purchase Price. The purchase price negotiated by staff for the property is \$15,000 or approximately \$1,500 per acre.

Appraisal/Review Appraisal. The District paid for the cost of the appraisal and review appraisal at a combined cost of \$1,367.50.

Boundary Map and Acreage Certification. The boundary map and acreage certification will be borne by Purchaser and the cost will not exceed \$1,100.

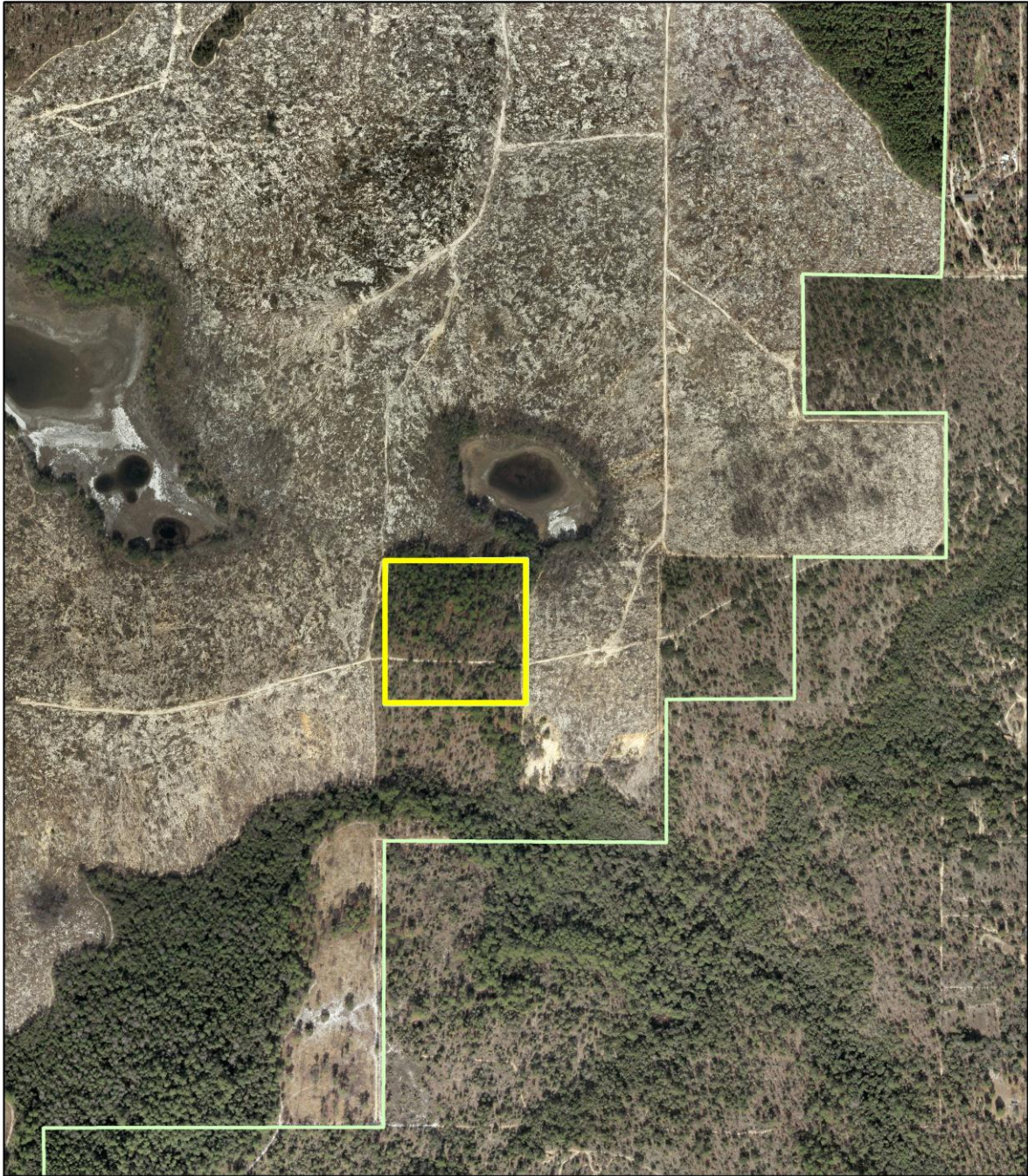
Environmental Site Observation. The environmental site observation will be borne by Purchaser and shall not exceed \$650.


Title Insurance. The District will order the title examination and a commitment to insure title in the amount of the purchase price. The cost of the examination and premium shall be paid by the Purchaser and shall not exceed \$250. The cost of document preparation and recording fees shall be paid by the Purchaser and shall not exceed \$368.50. The Seller will pay for documentary stamps, cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.


Staff Recommendation:

Approval of the Purchase and Sale Agreement for the acquisition of the Sartor tract for \$15,000, subject to the terms and conditions of the Agreement.

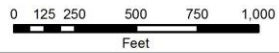




 Sartor Parcel:  
(10 acres)

 District Ownership

Sartor Parcel  
10 Acres  
Econfina Creek Water Management Area  
Section 9 T1N, R13W, Washington Co., Florida



## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (“Agreement”), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between **RAY M. SARTOR**, whose address is P.O. Box 79, Ripley, MS 38663, referred to herein as “**Sellers**”, and the **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, Florida 32333, referred to herein as “**Purchaser**”.

1. Purchase and Sale/The Property. **Seller** agrees to sell and **Purchaser** agrees to purchase the real property more particularly described in Exhibit A hereto, together with all improvements, easements and appurtenances (collectively, the “**Property**”) in accordance with the terms and provisions of this Agreement.

2. Interest Conveyed. At the closing of the transaction contemplated by this Agreement (the “Closing”), **Seller** will execute and deliver to **Purchaser** a general warranty deed conveying title to the **Property** in fee simple, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances. The conveyance will include all **Sellers’** mineral rights, riparian rights, governmental approvals, fixtures, easements, rights-of-way, licenses, privileges, and all other appurtenances to the **Property**.

3. Purchase Price. The purchase price for the **Property** (the “Purchase Price”) will be Fifteen Thousand and no/100 Dollars (\$15,000.00).

4. Title Insurance. **Purchaser** will order a title examination and a commitment to insure title in the amount of the purchase price; the cost of the examination and cost of the premium shall be borne by **Purchaser**. If **Purchaser** notifies **Seller** of any objections to title, then **Seller** may cure all such objections on or before the date of Closing. To the extent such an objection consists of a lien or mortgage securing a monetary obligation which was created or suffered by **Seller** or any party claiming by, through or under **Seller**, **Seller** will be required to use the cash portion of the **Purchase Price** to cure any such objection. If such objections are not so cured, then **Seller** or **Purchaser** may terminate this Agreement without further liability whatsoever. **Sellers** will execute such instruments as will enable the title insurer to delete the standard exceptions from the title insurance commitment referring to (a) ad valorem taxes, (b) unrecorded mechanics liens, (c) unrecorded rights or claims of persons in possession, (d) survey matters, (e) unrecorded easements or claims of easements, and (f) the matters arising between the effective date of the commitment to insure title and the recording of the **Seller’s** deed to **Purchaser**.

5. Boundary Map and Acreage Certification. **Purchaser** shall obtain a current boundary map and acreage certification of the **Property**. **Purchaser** shall have the right to object to any matters reflected on the boundary map and acreage certification, and such objections shall be treated in the same manner as an objection to title. The cost of the boundary map and acreage certification shall be borne by **Purchaser**.

6. Environmental Matters. **Purchaser** will order an environmental site assessment to be certified to **Purchaser**, covering the **Property**. **Purchaser** shall have the right to object to any matters reflected on the environmental site assessment, and such objections shall be treated in the same manner as an objection to title. If **Seller** notifies **Purchaser** that it elects not to cure any such objection on the basis of excessive clean up costs as herein defined, or if **Seller** fails to complete all necessary clean-up, removal or remediation within sixty (60) days after receipt of written notice of such objection, **Purchaser** will have the option either to (a) terminate this Agreement and neither party hereto will have any further rights or obligations hereunder, or (b) delete the portion of the **Property** as it may reasonably be determined to be subject to such contamination from the **Property** to be conveyed hereunder and the **Purchase Price** shall be adjusted for such reduction. The cost of the environmental site assessment shall be borne by **Purchaser**.

For the purposes of this Agreement “hazardous materials” will mean any hazardous or toxic substance, material or waste of any kind or other substance which is regulated by any Environmental Laws. “Environmental Laws” will mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and other governmental restrictions, relating to environmental hazardous materials including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373,

376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the Northwest Florida Water Management District, now or at any time hereafter in effect.

**Seller** warrants and represents to **Purchaser** that to the best of **Seller's** knowledge and belief:

- a. No petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the **Property**.
- b. No toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any similar state or local agency) or hazardous materials have been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the **Property**.
- c. The **Property** is not now, and will not be in the future as a result of its condition at or prior to Closing, subject to any reclamation, remediation or reporting requirements of any federal, state, local or other governmental body or agency having jurisdiction over the **Property**.
- d. There are no underground storage tanks on or about the **Property** and **Sellers** have no knowledge of the presence of radon gas on the **Property**.
- e. There has not been, in respect to the **Property** (i) any emission (other than steam or water vapor) into the atmosphere, or (ii) any discharge, direct or indirect, of any pollutants into the waters of the state in which the **Property** is located or the United States of America.
- f. There is no condition or circumstance on or relating to the **Property** which requires or may in the future require clean-up, removal or other action under the Environmental Laws, or would subject the owner of the **Property** to penalties, damages, or injunctive relief.
- g. **Seller** is not presently subject to any judgment, decree or citation relating to or arising out of the Environmental Laws and has not been named or listed as a potentially responsible party by any government agency in any matter relating to the Environmental Laws.

7. Closing, Documents. The Closing will take place on or before September 30, 2013, at the offices of Pennington, P.A., 215 South Monroe Street, Tallahassee, Florida 32301, at 2:00 p.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than September 30, 2013. The closing date may be extended by notice from **Purchaser** for objections to title, boundary map acreage certification, survey, environmental audit, or any other documents required to be provided or completed and executed by **Seller**. Closing is expressly contingent upon the availability to the **Purchaser** of appropriations in the fiscal year of Closing.

**Seller** will be responsible for submitting, in a form substantially similar to that attached hereto as Exhibit "B", a Title Possession and Lien Affidavit, and its general warranty deed and a certificate reaffirming **Seller's** warranties and representations, including the representations contained in paragraphs 5 and 9. The cost of document preparation shall be borne by **Purchaser**.

8. Expenses, Taxes and Assessments. **Seller** will pay documentary revenue stamp taxes associated with the conveyance of the **Property** to **Purchaser**. The cost of recording the deed shall be borne by **Purchaser**. The cost of recording any corrective documents shall be borne by **Seller**.

The real estate taxes and assessments allocable to **Seller's** period of ownership of the **Property** during the tax year in which the Closing occurs will be satisfied of record by **Seller** at the Closing. In the event **Purchaser** acquires fee title to the **Property** between January 1 and November 1, **Seller** shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer based upon the current assessment and millage rates on the **Property**. In the event **Purchaser** acquires fee title to the **Property** on or after November 1, **Seller** shall pay to the County Tax Assessor an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector.

9. Risk of Loss. Except for reasonable cutting designed to control forest infestation, during the term of this Agreement, **Seller** shall neither cut or remove nor permit the cutting or removal of any timber or trees which are included as part of the **Property**. If at any time prior to the Closing, the **Property** or any part thereof (including, but not limited to, any timber or trees which are included as part of the **Property**) is destroyed or damaged by fire or other casualty, then **Purchaser**, at its sole option, may elect either (a) to cancel this Agreement, whereupon neither party hereto shall have any further rights or obligations hereunder, or (b) to purchase the **Property** without a

reduction in the Purchase Price and receive an assignment of any insurance proceeds received by **Seller** with respect to such casualty. Nothing contained herein shall prevent the parties from proceeding to close the purchase and sale of the **Property** hereunder with a reduction in the Purchase Price to take into account such damage or destruction if the parties are able to mutually agree upon the amount of such reduction in the Purchase Price.

**Seller** agrees to clean-up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the **Property** to the reasonable satisfaction of **Purchaser** prior to the Closing.

10. Seller's Representations, Warranties, Covenants and Agreements. **Seller** represents, with the intent to induce **Purchaser** to enter into this Agreement and to purchase the **Property**, and with the understanding that **Purchaser** is relying upon the accuracy of such representations and that this Agreement is contingent upon and subject to the truth and accuracy of such representations and the full and complete satisfaction of such covenants and agreements, failing which **Purchaser** shall have the option of terminating this Agreement, that:

a. As of the Closing, **Seller** shall have good and marketable title in fee simple to the **Property**, free and clear of all restrictions, liens, leases, encumbrances, rights-of-way, easements, encroachments, exceptions and other matters affecting title.

b. No person, firm or entity, other than **Purchaser**, has any rights in, or right or option to acquire, the **Property** or any part thereof, and as long as this Agreement remains in force, **Seller** will not, without **Purchaser's** prior written consent, lease, transfer, mortgage, pledge or convey its interest in the **Property** or any portion thereof nor any right therein, nor shall **Seller** enter into or negotiate for the purpose of entering into, any agreement or amendment to agreement granting to any person or entity any such rights with respect to the **Property** or any part thereof.

c. There are no parties in possession of any portion of the **Property** as lessees, tenants at sufferance, trespassers or otherwise and there are no liens, leases, subleases, surface or subsurface use agreements, or items or encumbrances affecting the **Property** that will not be removed prior to Closing.

d. There has been no material or labor furnished for the **Property** for which payment has not been made and there are no mechanic's or materialman's liens or claims filed against the **Property**, and **Seller** has received no notices of any claims of non payment or claims of liens by any contractors, subcontractors, suppliers, mechanics, materialmen or artisans with respect to any work performed on or materials furnished to the **Property**. **Seller** shall indemnify and hold **Purchaser** and the title insurer and agent harmless from and against the claims of all contractors, subcontractors, suppliers, mechanics, materialmen and artisans relating to the **Property** which claims relate to periods of time prior to the Closing.

e. There are no paving liens or assessments presently on or affecting the **Property** nor to the best of **Seller's** knowledge and belief are any such liens or assessments contemplated after Closing, and **Seller** shall be responsible for and hold **Purchaser** harmless from all such currently existing obligations and all such contemplated obligations of which **Seller** is aware.

f. There are no oil and gas exploration operations affecting the **Property** and there are no other matters which might have a material adverse affect on the ownership, operation or value of the **Property** or any part thereof, nor to the best knowledge and belief of **Seller** are any such operations or other matters contemplated by any person or entity whatsoever.

g. There are no pending or threatened condemnation or similar proceedings or assessments affecting the **Property** or any part thereof, nor to the best knowledge and belief of **Seller**, are any such assessments or proceedings contemplated by any governmental authority.

h. There are no taxes, assessments or levies of any type whatsoever that can be imposed upon and collected from the **Property** arising out of or in connection with the ownership and operation of the **Property**, or any public improvements in the general vicinity of the **Property** or ad valorem taxes on the **Property** for the calendar year in which the Closing occurs.

i. There are no actual, pending, or threatened actions, suits, claims, litigation or proceedings by any entity, individual or governmental agency affecting **Seller** or the **Property** which would in any way constitute a lien, claim or obligation of any kind against the **Property**, and there are not such actions, suits, claims, litigation or proceedings contemplated. **Seller** agrees to indemnify and hold **Purchaser** harmless from and against any and all debts, expenses, claims, demands, judgments and/or settlements arising therefrom and to prevent the filing of any liens, lis pendens, or other encumbrances against the **Property** as a result thereof. In the event such liens or encumbrances are so filed, **Seller** shall cause the same to be canceled or discharged of record by bond or otherwise within five (5) days after written notice from **Purchaser**.

j. No commitments have been made to any governmental authority, utility company, school board, church or other religious body, or any homeowners or homeowners' association, or any other organization, group or individual, relating to the **Property** which would impose an obligation upon **Purchaser** or its successors or assigns to make any contribution or dedications of money or land or to construct, install or maintain any improvements of an public or private nature on or off the **Property**. No governmental authority has imposed any requirements that any developer or owner of the **Property** pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the **Property** or any part thereof. The provisions of the Section shall not apply to any regular or nondiscriminatory local real estate or school taxes assessed against the **Property**.

k. **Seller** shall take all actions reasonably required by the title insurer in order to consummate the transaction herein described.

l. The **Property** is in the same condition as it existed on **January 18, 2013**. Since **January 18, 2013**, there has been no destruction or damage to the **Property** or any part thereof or any improvements, timber or trees thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the **Property** from beetles and other insects.

m. All harvesting and timbering agreements affecting the **Property** have been effectively terminated by **Seller** and no party other than **Seller** has any right to conduct timbering operations on the **Property** or any right, title or interest in and to any timber located on the **Property**.

n. From the Effective Date through the Closing, **Seller** shall promptly notify **Purchaser** of any material change, of which **Seller** has knowledge, with respect to the **Property** or any information heretofore or hereafter furnished to **Purchaser** with respect to the **Property**, including specifically, but without limitation, any such change which would make any portion of this Agreement, including, without limitation, the representations, warranties, covenants and agreements contained in this Section untrue or materially misleading; and

o. **Seller** is not a "foreign person" as that term is defined in Section 1445-F of the Internal Revenue Code.

11. Inspection, Possession. **Seller** agrees that after the date of this Agreement, employees and agents of **Purchaser**, including but not limited to the Surveyor and the Consultant, shall have the right, upon reasonable prior notice to **Seller**, to enter the **Property** for all lawful purposes permitted under this Agreement. This right will end upon Closing or upon termination of this Agreement. On or before fifteen (15) days from the effective date hereof, **Seller** shall deliver to **Purchaser** all materials relating to the Property in the possession of **Seller** or its agent or attorneys or which are reasonably accessible to any of such parties, including without limitation all aerial photographs, maps, charts, existing surveys, timber cruises, previous deeds, leases, reports, timber type maps, timber inventories, soil maps, growth and yield information, harvest schedules, timber bid customer lists and other papers relating to the **Property**.

12. Assignment. This Agreement may not be assigned by **Seller** without prior written consent of the **Purchaser**. This Agreement is assignable by **Purchaser**.

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

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

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

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

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



17. Effective Date. This Agreement, and any modification or amendment thereof, will be effective upon execution by the **Purchaser's** Governing Board.

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

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

**SELLER:**                         **Ray M. Sartor**  
  **P.O. Box 79**  
  **Ripley, MS 38663**

**PURCHASER:**                 **Northwest Florida Water Management District**  
  **81 Water Management Drive**  
  **Havana, Florida 32333-9700**  
  **ATTN: Mr. William O. Cleckley, Director, Division of Land**  
  **Management and Acquisition**

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

20. Survival. All of the warranties, representations, indemnities, and obligations of **Seller** and **Purchaser** set forth in this Agreement as well as any rights and benefits of the parties contained herein will survive the Closing and delivery of the deed and other documents called for in this Agreement, and shall not be merged therein.

21. Conditions. **Purchaser's** obligation to perform this Agreement by consummating the purchase herein provided for (regardless of when Closing occurs) is expressly made contingent and conditioned upon the following:

a. No condemnation proceedings or any other matters which might have an adverse effect on the value of the **Property** shall be pending or threatened against the **Property** at the Closing;

b. **Purchaser** shall have received and approved the Boundary Map Acreage Certification, Survey, Title Commitment and Environmental Site Assessment provided for herein;

c. All of the representations and warranties contained in Sections 5 and 9 hereof shall be true and accurate as of the Closing and all covenants contained in said Sections 5 and 9 shall have been performed as of the Closing;

d. There shall be no litigation pending or threatened, seeking to recover title to the **Property**, or any part thereof or any interest therein, or seeking to enjoin the violation of any law, rules, regulation, restrictive covenant or zoning ordinance that may be applicable to the **Property** as of the Closing;

e. The **Property**, or any portion thereof, shall not have been and shall not be threatened to be adversely affected in any way as a result of explosion, earthquake, disaster, accident, any action by the United States government or any other governmental authority, flood, embargo, riot, civil disturbance, uprising, activity of armed forces, or act of God or public enemy;

- f. Any and all currently existing liens and/or security interests affecting the **Property** or any portion thereof shall be fully paid and released at or prior to the Closing;
- g. This Agreement is approved by the Governing Board of **Purchaser**;
- h. **Purchaser** has confirmed that the Purchase Price is not in excess of the **Purchaser**-approved appraised value of the **Property**;
- i. **Purchaser** has approved an appraisal review as to such appraisal;
- j. Funds for purchase are available under the provisions of Florida law and Closing is hereby expressly made contingent upon the availability to **Purchaser** of appropriations in the fiscal year of Closing;
- k. The Florida Department of Environmental Protection has released funding for the acquisition;
- l. If applicable, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida has committed not to assert a claim as to any sovereign lands or potentially sovereign lands associated with the **Property**; and
- m. The **Purchaser** may terminate this Agreement at any time prior to Closing.

In the event that any one of the foregoing is outstanding or unsatisfied as of the Closing, then **Purchaser** shall have the right to terminate this Agreement, and neither party shall have any further obligations or liabilities hereunder; or **Purchaser** may waive any of such requirements and complete the purchase as herein provided.

22. Timber Inventory, Appraisal Reports. A timber inventory may be contracted for and initiated by **Purchaser**. **Purchaser** shall have the right to object to any matters reflected in the timber inventory, and such objection shall be treated in the same manner as an objection to title.

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

24. Invitation to Offer. This Agreement is being transmitted by **Purchaser** to **Seller** as an invitation to offer, and if executed by **Seller**, it shall constitute a firm offer until accepted by **Purchaser** or until **July 12, 2013**, whichever first occurs.

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

**SELLER:**

\_\_\_\_\_

**Ray M. Sartor**

**PURCHASER:**

**NORTHWEST FLORIDA  
WATER MANAGEMENT  
DISTRICT**

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

**EXHIBIT A**

Legal Description

The following described land, situate, lying and being in Washington County, Florida, to-wit:

Northwest Quarter of the Northwest Quarter of the Southeast Quarter (NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ), Section 26, Township 1 North, Range 13 West, according to map or plat thereof on file and of record in the Public Records of Washington County, in the Office of the Clerk of the Circuit Court in and for Washington County, Florida, the same being ten (10) acres more or less.

**EXHIBIT B**

**TITLE POSSESSION AND LIEN AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

**BEFORE ME**, the undersigned authority, personally appeared RAY M. SARTOR (the "Affiant"), who, being first duly sworn, depose and say that:

1. The Affiant is the owner of the following described property:

See attached Exhibit A.

and that said property (hereinafter called the "Property") is now in the possession of the Affiant; and there is no other person in possession of the property or with a claim of possession to the property.

2. The Property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature, and description whatsoever, except for real property taxes for the year 2013 and subsequent years and those matters listed on the title commitment incident to this sale.

3. There has been no labor performed on or materials furnished to the Property within the past ninety days for which there are unpaid bills; there are no claims whatsoever of any kind or description against the Property for which liens could be filed according to the statutes in such cases made and provided; and no informal notice of claim has been received by the undersigned.

4. The undersigned hereby warrants that the undersigned has received no notice of any public hearing regarding assessments for improvements by any government within the past ninety days and there are no unpaid assessments or liens against the Property for improvements thereto by any government, whether or not said assessments appear of record.

5. The undersigned knows of no violations of municipal or county ordinances, nor any easements or claims of easements not shown by the public records, pertaining to the Property.

6. The undersigned has, in the operation of the Property, where applicable, complied in all respects with the Sales Tax Law of the State of Florida, and shall submit in a timely fashion all filings not currently due.

7. The undersigned warrants that there are no estate tax, inheritance tax, or income tax liens, under federal or state laws, against the Property, or against the undersigned, which would have any effect on the Property.

8. The undersigned hereby warrants that the property is not within nor subject to any assessments of any special taxing district, community development district or utility district, other than homeowner's assessments.

9. There is no outstanding unrecorded contract of sale, deed, agreement for deed, conveyance, mortgage, or lease affecting the title to the Property, other than those items listed on the title commitment.

10. The owner of the Property is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations), and the Federal Tax Identification numbers of said owner is:

Ray M. Sartor: \_\_\_\_\_

11. The undersigned makes and delivers this Affidavit fully realizing that Pennington, P.A., is relying hereon in order to close the sale, and that Pennington, P.A. and First American Title Insurance Company are relying hereon in order to issue a title insurance policy. This Affidavit is made with full understanding of all laws

appertaining to affidavits, and full faith and credit may be given hereto. The undersigned further certify that they have read or have heard read to them the complete text of this Affidavit and fully understand its contents.

12. All statements made herein, to the best of the knowledge and belief of the undersigned, are true and correct as of this date. There are no matters pending against the undersigned that could give rise to a lien that would attach to the Property between the date hereof and such delivery and recordation. The undersigned have not and will not commit, between the date hereof and the date and time of such delivery and recordation of the deed, any act that would cause the statements made herein to change or to become invalid, nor will the undersigned execute any instrument that would adversely affect the title to the Property.

AFFIANT:

\_\_\_\_\_  
Ray M. Sartor

The foregoing instrument was acknowledged before me by Ray M. Sartor, who is personally known to me or who produced \_\_\_\_\_ as identification and who did take an oath.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public, State and County aforesaid

My Commission Expires:

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: Kevin X. Crowley, General Counsel

RE: Legal Counsel Report

DATE: June 25, 2013

---

Crenshaw, et. al. v. City of DeFuniak Springs, et al., United States District Court for the Northern District of Florida, Case No. 3:13cv50-MCR/EMT. This is a pro se civil rights complaint directed to officials and employees of the City of DeFuniak Springs. The Northwest Florida Water Management District is a named defendant although the complaint contains no allegations against the District. The case is being monitored.