<u>MEMORANDUM</u>

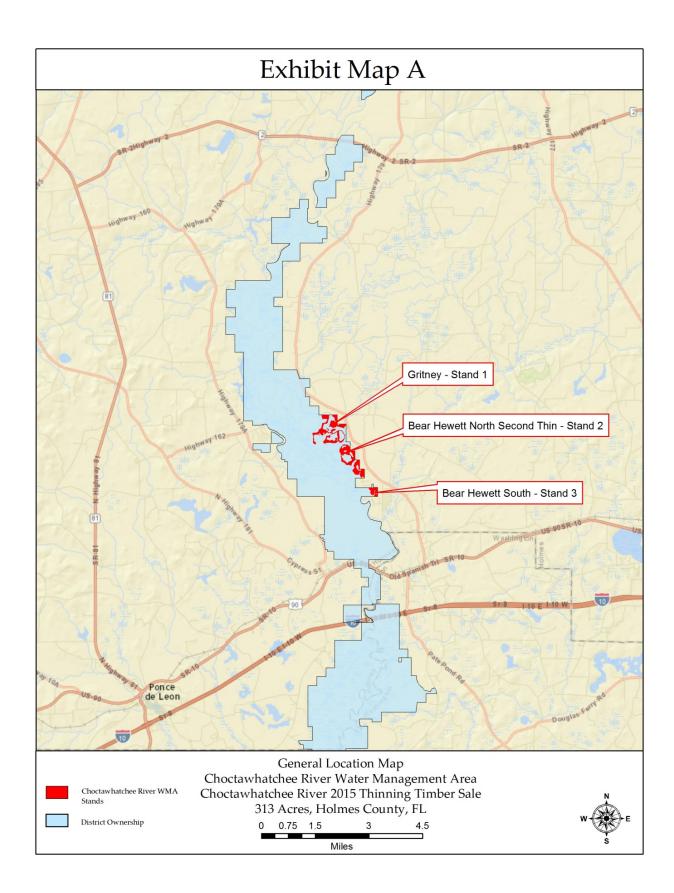
TO:	Governing Board
THROUGH:	Brett Cyphers, Executive Director Guy Gowens, Assistant Executive Director William O. Cleckley, Director, Division of Land Management and Acquisition
FROM:	Tyler L. Macmillan, Chief, Bureau of Land Management Operations
DATE:	June 24, 2015
SUBJECT:	Consideration of Invitation to Bid 15B-013; Choctawhatchee River 2015 Thinning Timber Sale

On June 9, 2015, the District posted Invitation to Bid No. 15B-013 for the Choctawhatchee River 2015 Thinning Timber Sale on the State's Vendor Bid System and the District's website. Notices were also sent to a number of companies that have previously expressed an interest in District timber sales.

This timber sale will result in the harvest of an estimated 18,353 tons of pine and hardwood timber products from 313 acres in Holmes County, as described below. These stands are also delineated on the attached Exhibit Map A.

Stand No.	Stand Name	County	Acres	Section	Township	Range
1	Gritney	Holmes	156	16, 20 & 21	5 North	16 West
2	Bear Hewett North	Holmes	130	21, 27 & 28	5 North	16 West
3	Bear Hewett South	Holmes	27	27	5 North	16 West
		TOTAL	313			

On July 6, 2014, at 2:30 p.m. EDT, the District will conduct the bid opening for the Choctawhatchee River 2015 Thinning Timber Sale. The results of the bid opening will be provided in a supplement for the Governing Board at the July 9, 2015, meeting.



<u>MEMORANDUM</u>

TO:	Lands Committee
THROUGH:	Brett Cyphers, Executive Director Guy Gowens, Assistant Executive Director William O. Cleckley, Director, Division of Land Management and Acquisition
FROM:	Carol L. Bert, Associate Lands Administrator
DATE:	June 22, 2015
SUBJECT:	Overview of the James Tract, Lenas Tract and Nix/District Exchange; Econfina Creek WMA

Background

Discussed below are three potential acquisition projects in the Econfina Creek Water Management Area (WMA) in Bay and Washington counties which have been offered for sale or exchange to the District. Estimated appraisal costs for all three tracts (batch appraisal) will be discussed at the end of the three property descriptions.

James Tract

The James tract consists of approximately three acres and is located on the southwest corner of the junction of Highway 20 and Econfina Creek directly south of Pitt Spring in Bay County, Florida.

Water Resource Protection

The tract has over 1,000 linear feet of frontage along Econfina Creek immediately south of Highway 20 and is adjacent to District property to the east and Gainer Springs property to the west (see attached maps for James Tract). Although privately owned and posted, the tract experiences significant trespass from recreational users. Portions of the tract's creek shoreline has experienced considerable erosion and is in need of restoration and protection efforts, as well as floodplain habitat restoration, especially in open areas that were used by a previous owner for canoe livery parking. Acquisition of the tract would provide enhanced protection of the water resources for Econfina Creek.

<u>Habitat</u>

The tract consists primarily of riparian and floodplain habitat associated with Econfina Creek.

Public Access and Recreational Opportunities

Initially, the tract would be closed to the public to allow the District time to restore and protect the creek shoreline as well as restore the adjacent floodplain habitat. Once restored, the property will be managed for public access as are the District's other properties.

Land Management

If acquired, the District's primary land management function would be to restore and protect the creek shoreline as well as the floodplain habitat. If acquired, staff will pursue DEP springs and springs-related funding for restoration activities on the tract.

Asking Price

In 2009, the District was unsuccessful acquiring this tract through an exchange. Recently, the landowner's realtor inquired if the District would be interested in acquiring the tract for \$17,333 per acre or \$52,000. Ms. James has also indicated she will reimburse the District for 50 percent of the appraisal cost if a purchase is completed.

Lenas Tract

The Lenas tract is a 10-acre "piano-key" tract located west of Porter Pond Road and north of Greenhead Road in Washington County, Florida (see attached maps for Lenas Tract). The tract is an inholding in the District's Econfina Creek WMA.

Water Resource Protection

The parcel provides recharge to the Floridan Aquifer of 35 to 40 inches annually (approximately 10,000,000 million gallons) based on a District water resources report completed in 1997.

<u>Habitat</u>

The tract consists of high quality natural sandhill habitat (longleaf pine and wiregrass).

Public Access and Recreational Opportunities

Currently, the 10-acre tract does not have legal access, but if acquired by the District the tract would offer the public recreational opportunities including hunting, hiking and nature appreciation.

Land Management

Acquisition of this tract would eliminate an inholding within the Econfina Creek WMA as well as improve the management of adjacent District lands when activities such as prescribed burning are conducted. The property may also serve as a future wiregrass donor site.

Asking Price

The asking price for the Lenas tract is \$2,000 per acre or \$20,000. In 2013, the District purchased a similar 10-acre tract for \$1,500 per acre or \$15,000, therefore staff is anticipating a lower appraised value.

Nix/District Exchange

Robert Nix acquired a 10-acre inholding in January 2014 within the Econfina Creek WMA and also owns a four-acre tract where he resides off Porter Pond Road. Mr. Nix, to improve access to his Porter Pond property, would like to exchange the 10-acre parcel north of Whitewater Lake ultimately surrounded by WMD land for District land which adjoins his residence off Porter Pond Road. Both properties are illustrated on the attached Nix/District exchange maps.

Water Resource Protection

The 10-acre tract provides recharge to the Floridan Aquifer of 35 to 40 inches per year (approximately 10 million gallons) based on a District water resources report completed in 1997.

Habitat

The property consists of high quality natural sandhill habitat (longleaf pine and wiregrass).

Public Access and Recreational Opportunities

Currently, the 10-acre tract does not have legal access, but if acquired by the District the tract would offer recreational opportunities including hunting, hiking and nature appreciation.

Land Management (10-Acre Tract) and Exchange Scenario (3-Acre Tract)

Acquisition of this tract would eliminate an inholding as well as improve the management of adjacent District lands when activities such as prescribed burning are conducted. The property may also serve as a future wiregrass donor site.

The three-acre District tract that fronts Tom Johns Landing Road consists primarily of disturbed sandhill habitat containing merchantable sand pine timber. Through the proposed terms and conditions of the exchange, this three-acre tract would be encumbered by a District conservation easement. The conservation easement would only allow an access driveway and silviculture activities (restoration to longleaf habitat only). The District would retain the sand pine timber resources on the tract and receive the timber revenue when the timber is harvested; however, the harvest date is not known at this time. The District would not restore the habitat after clearcutting the sand pine and the conservation easement would prohibit any development, land use conversion and the construction of any buildings on the parcel.

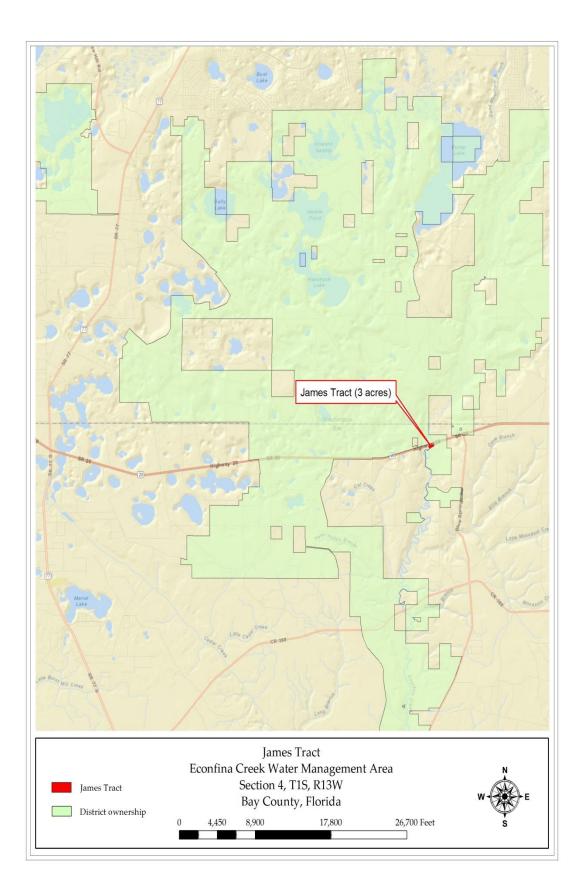
It should also be noted that if this exchange is approved, it would eliminate an access license for the District as Mr. Nix has agreed to provide permanent access to his neighbor to the north, subject to the exchange of properties. Language to that effect will be included in the conveyance.

Overall, this exchange provides a net positive water resource benefit for the District. The District would acquire a 10-acre inholding which provides enhanced recharge protection to the Floridan Aquifer and would also continue to protect the natural resources on the three-acre tract exchanged to Mr. Nix through a conservation easement by prohibiting any buildings on the tract and limiting land use conversion to an access driveway and silviculture (sandhill habitat only).

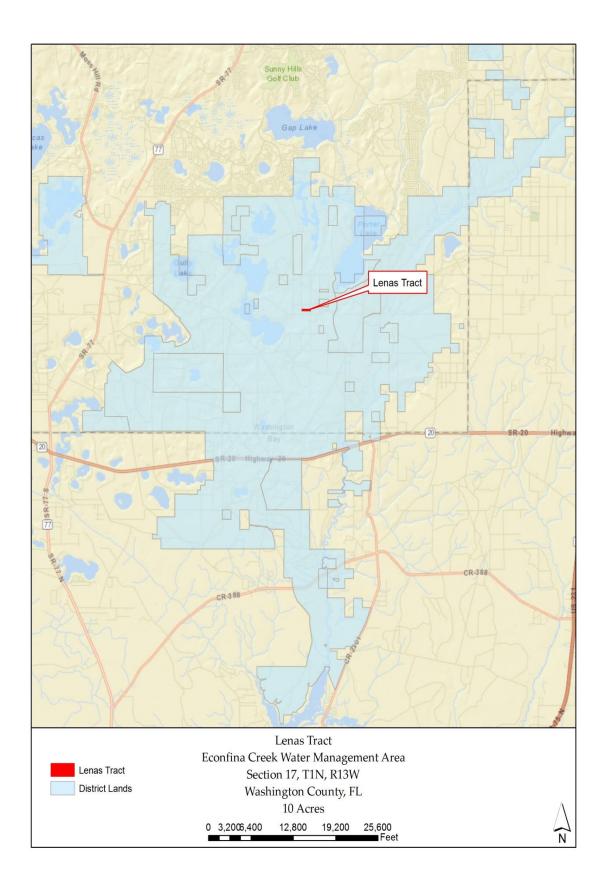
Mr. Nix has agreed to pay all costs (with the exception of staff time) for this proposed exchange project.

Estimated Appraisal Costs (All Three Tracts)

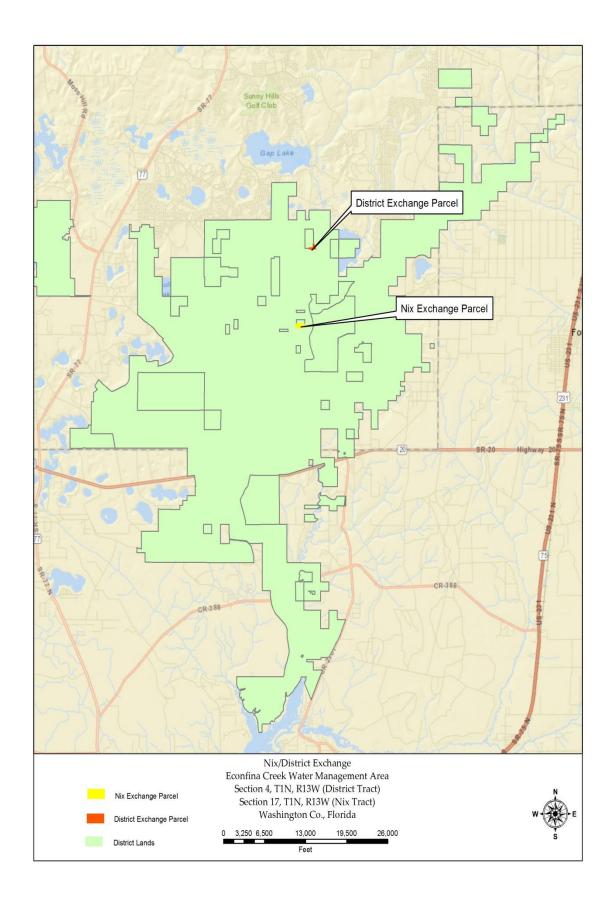
Staff estimates appraisal cost to approximate \$5,000 for one appraisal per tract and review appraisal (desk) cost to approximate \$1,500 for all three projects.













NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT GOVERNING BOARD MEETING MINUTES

District Headquarters 81 Water Management Drive Havana, FL 32333

<u>Governing Board Members</u> Jerry Pate, Vice Chair John W. Alter, Secretary-Treasurer Gus Andrews Marc Dunbar Nick Patronis Bo Spring Thursday June 11, 2015

<u>Governing Board Members Absent</u> George Roberts, Chair Jon Costello

1. Opening Ceremonies

Vice Chair Pate called the meeting to order at 1:06 p.m. ET. Mr. Cyphers called the roll and a quorum was declared present.

2. Additions, Deletions or Changes to the Agenda

Ms. White stated that the legislative update was removed from the agenda.

3. Approval of the Minutes for May 14, 2015

MOTIONED BY MR. PATRONIS, SECONDED BY MR. SPRING, THAT THE GOVERNING BOARD APPROVE THE MAY 14, 2015, GOVERNING BOARD MEETING MINUTES. MOTION CARRIED.

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

MOTIONED BY MR. ALTER, SECONDED BY MR. PATRONIS, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF APRIL 2015. MOTION CARRIED.

5. Committee Reports and Recommendations for Board Action

Administration, Budget and Finance Committee:

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

MOTIONED BY MR. ALTER, SECONDED BY MR. PATRONIS, THAT THE GOVERNING BOARD DECLARE THE PROPERTY ITEM AS SURPLUS, AUTHORIZE STAFF TO DISPOSE OF THE MODULAR BUILDING FOR SALE TO THE HIGHEST BIDDER, AND REMOVE THE ITEM FROM THE DISTRICT'S PROPERTY RECORDS AND IF THERE IS NO SUCCESSFUL BIDDER, THE DISTRICT WILL ATTEMPT TO DISPOSE OF BY DONATION FOLLOWED BY THE MOST EFFICIENT AND COST-EFFECTIVE MEANS AS DETERMINED BY THE EXECUTIVE DIRECTOR. MOTION CARRIED.

<u>Consideration of Resolution No. 800 Amending the Fiscal Year 2014-2015 Budget – Amendment No. 9 –</u> <u>Realignment of Budget</u> MOTIONED BY MR. ALTER, SECONDED BY MR. PATRONIS, THAT THE GOVERNING BOARD APPROVE RESOLUTION NO. 800 AMENDING THE FISCAL YEAR 2014-2015 BUDGET AND ALLOW STAFF TO REALIGN REVENUES AND RESERVES TO MAINTAIN THE PROPER BALANCE IN EACH FUND. MOTION CARRIED.

Lands Committee:

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

MOTIONED BY MR. PATRONIS, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD APPROVE OF THE APPRAISALS PREPARED BY CARLTON APPRAISAL COMPANY AND THE REVIEW APPRAISAL PREPARED BY CARROLL APPRAISAL COMPANY FOR THE 2.6-ACRE SURPLUS TRACT IN BAY COUNTY, FLORIDA. MOTION CARRIED.

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

MOTIONED BY MR. PATRONIS, SECONDED BY MR. ALTER, THAT THE GOVERNING BOARD APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 11-054 FOR WILLIFORD SPRING SIGN DESIGN, CONSTRUCTION AND INSTALLATION SERVICES, SUBJECT TO LEGAL COUNSEL APPROVAL AND THE DISTRICT'S PROPOSED FISCAL YEAR 2015-2016 BUDGET AND APPROVE SIGNPRO OF NORTH FLORIDA, INC. PHASE II SIGN DESIGN FEE OF \$28,664 TO CONDUCT SIGN DESIGN SERVICES AND AUTHORIZE THE EXECUTIVE DIRECTOR TO APPROVE FUTURE TASK ORDERS FOR SIGN CONSTRUCTION AND INSTALLATION SERVICES NOT TO EXCEED \$71,336. MOTION CARRIED.

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

MOTIONED BY MR. PATRONIS, SECONDED BY MR. ALTER, THAT THE GOVERNING BOARD APPROVE OF THE ESCAMBIA RIVER DEADHEAD LOG RETRIEVAL AGREEMENT WITH MILLIGAN FORD UNLIMITED, SUBJECT TO FINAL ADMINISTRATIVE AND LEGAL REVIEW AND AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN THE DEPARTMENT OF ENVIRONMENTAL PROTECTION "LANDING AUTHORIZATION" FORM SUBJECT TO RECEIPT OF THE REQUIRED PAYMENT AND PERFORMANCE BOND AND VERIFICATION THAT DEP IS PREPARED TO ISSUE THE REQUIRED PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION.

MOTION AMENDED BY MR. DUNBAR TO DIRECT THAT A PROVISION BE ADDED TO THE AGREEMENT TO REQUIRE THAT, IN THE EVENT IT BECOMES NECESSARY FOR THE DISTRICT TO EMPLOY AN ATTORNEY FOR THE ENFORCEMENT OF THE AGREEMENT OR INCURS ANY OTHER EXPENSES IN CONNECTION WITH THE ENFORCEMENT OF THE AGREEMENT, THE DEADHEAD LOGGER SHALL REIMBURSE THE DISTRICT FOR ALL ATTORNEY'S FEES AND OTHER EXPENSES INCURRED. AMENDED MOTION CARRIED.

Consideration of ITB 15B-011 Shrub Reduction Services

MOTIONED BY, SECONDED BY, THAT THE GOVERNING BOARD APPROVE THE BIDS FOR THE SHRUB REDUCTION SERVICES PROJECT AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH PARAMOUNT INDUSTRIES, INC., TO CONDUCT SHRUB REDUCTION SERVICES ON DISTRICT LANDS AT A COST NOT TO EXCEED \$200,000, SUBJECT TO BUDGET AUTHORITY AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENT WITH THE SECOND LOWEST BIDDER ONLY IN THE EVENT THE LOWEST BIDDER IS UNABLE TO COMPLETE THE WORK TASKED. MOTION CARRIED.

6. Consideration of ITB 15B-012; Autonomous Water Quality Sonde System

MOTIONED BY MR. DUNBAR, SECONDED BY MR. ALTER, THAT THE GOVERNING BOARD APPROVE THE BIDS FOR ITB 15B-012, AUTONOMOUS WATER QUALITY SONDE SYSTEMS, AND AUTHORIZE THE PURCHASE OF THE WATER QUALITY MONITORING INSTRUMENTS. MOTION CARRIED.

7. <u>Consideration of FDEP Revenue Contract No. G0368 Amendment No. 2</u>, Integrated Water Resources <u>Monitoring Program</u>

MOTIONED BY MR. PATRONIS, SECONDED BY MR. ALTER, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A REVENUE CONTRACT WITH FDEP, CONTRACT G0368, AMENDMENT NO. 2, FOR CONTINUATION OF THE DISTRICT'S PARTICIPATION IN THE WATER QUALITY SAMPLING PROGRAM FOR THE WATER QUALITY STATUS AND GROUNDWATER TEMPORAL VARIABILITY PROJECTS. MOTION CARRIED.

8. Public Hearing on Consideration of Regulatory Matters

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

9. Public Hearing on Consideration of Land Acquisition Matters

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

MOTIONED BY MR. PATRONIS, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD APPROVE OF THE CONTRACT FOR SALE AND PURCHASE FOR THE SALE OF THE 2.6-ACRE SURPLUS TRACT OFF BLUE SPRINGS ROAD IN BAY COUNTY, FLORIDA FOR \$5,300, SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT AND CHOOSE NOT TO RESERVE THE INTEREST IN THE PROPERTY'S PHOSPHATE, MINERALS, METALS AND PETROLEUM. MOTION CARRIED.

10. Legislative Update

The legislative update was removed from the agenda.

11. Legal Counsel Report

Mr. Gene Adams stated that there were no legal matters to discuss.

Meeting was adjourned at 1:29 p.m. ET.

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

Balance Forward - Operating Funds		\$59,808,806.04	
Operating Funds Received in current month:			
Revenue Receipts, Current Contracts Receivable Other Deposits/Refunds/Adjustments Transfers from Lands Accounts Total Deposits during month	\$580,653.50 415,574.23 35,033.27 0.00	1,031,261.00	
Total Deposits and Balance Forward			\$ 60,840,067.04
Disbursements: Employee Salaries Employee Benefits Employee Flexible Spending Account Contractual Services (Professional) Operating Expenses - Services Operating Expenses - Commodities Operating Capital Outlay Grants and Aids		631,548.19 208,662.79 0.00 374,803.28 186,154.00 89,282.54 366,310.44 504,385.00	
Total Operating Expenses during month		2,361,146.24	
Payables, Prior Year Other Disbursements or (Credits)		0.00 10,740.96	
Total Funds Disbursed by check during month		2,371,887.20	
Bank Debits (Fees, Deposit Slips, etc.) Transfer to Land Acquisition Account		54.46 0.00	
Total Funds Disbursed			2,371,941.66
Cash Balance Operating Funds at month end			\$ 58,468,125.38
Operating Depositories:			
Petty Cash Fund General Fund Checking @ .2% Payroll Account Pensacola Account Investment Accounts @ 0.2% General Fund Lands Fee Fund SWIM Fund ETDM Water Prot. & Sust. TF Springs Protection Mitigation Fund		$\begin{array}{c} 250.25\\ 203,883.20\\ 6,092.97\\ 0.00\\ \hline \\ 28,015,889.91\\ 8,946,929.24\\ 4,559,047.38\\ 3,275.62\\ 5,258.36\\ 301,495.97\\ 16,426,002.48\\ \end{array}$	
Total Operating Depositories at month end		\$ 58,468,125.38	

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

Land Acquisition Funds @ 0.2% Total Land Acquisition Funds	\$ 662,630.00	662,630.00
Restricted Management Funds: Phipps Land Mgmt @ 0.2% Total Land Acquisition Funds	207,295.85	207,295.85
Total Land Acquisition, and Restricted Management Funds		869,925.85
TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		\$ 59,338,051.23

Approved: _

Chairman or Executive Director

Date: _____ July 9, 2015_____

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

	Current Budget	!	Actuals Through 5/31/2015	(1	Variance under)/Over Budget	Actuals As A % of Budget
Sources						
Ad Valorem Property Taxes	\$ 3,381,733	\$	3,088,536	\$	(293,197)	91%
Intergovernmental Revenues	27,538,572		6,855,660		(20,682,912)	25%
Interest on Invested Funds	135,330		50,394		(84,936)	37%
License and Permit Fees	360,250		232,670		(127,580)	65%
Other	1,938,302		2,768,018		829,716	143%
Fund Balance	 39,817,516				(39,817,516)	0%
Total Sources	\$ 73,171,703	\$	12,995,278	\$	(60,176,425)	18%

	Current					Available		
	Budget	E	xpenditures	E	ncumbrances ¹	Budget	%Expended	%Obligated ²
Uses								
Water Resources Planning and Monitoring	\$ 8,740,167	\$	2,485,244	\$	233,458	\$ 6,021,465	28%	31%
Acquisition, Restoration and Public Works	34,568,191		5,801,791		109,676	28,656,724	17%	17%
Operation and Maintenance of Lands and Works	3,854,364		1,867,805		256,859	1,729,700	48%	55%
Regulation	4,110,844		2,261,283		160,398	1,689,163	55%	59%
Outreach	164,284		102,492		59	61,733	62%	62%
Management and Administration	 2,171,470		1,251,502		101,424	818,544	58%	62%
Total Uses	\$ 53,609,320	\$	13,770,117	\$	861,874	\$ 38,977,329	26%	27%
Reserves	 19,562,383					19,562,383	0%	0%
Total Uses and Reserves	\$ 73,171,703	\$	13,770,117	\$	861,874	\$ 58,539,712	19%	20%

¹ Encumbrances represent unexpended balances of open purchase orders.

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

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

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

<u>MAY 2015</u>

CHECKS	5/7/2015	\$ 203,569.09
CHECKS	5/14/2015	212,226.59
AP EFT CHECKS	5/14/2015	341.27
CHECKS	5/21/2015	616,008.99
AP EFT CHECKS	5/21/2015	1,321.07
CHECKS	5/28/2015	618.961.15
AP EFT CHECKS	5/29/2015	513.50
RETIREMENT EFT		55,298.90

\$ 1,708,240.56

Chairman or Executive Director

<u>July 9, 2015</u> Date

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4812	ALL AMERICAN RENTALS, INC.	05/07/2015	140.00	PORTABLE TOILETS
4812	ALL AMERICAN RENTALS, INC.	05/07/2015	140.00	PORTABLE TOILETS
4834	ASSURANT EMPLOYEE BENEFITS	05/07/2015	847.28	EMPLOYEE LIFE INS
5089	ATKINS NORTH AMERICA, INC.	05/07/2015	11,218.75	MINIMUM FLOWS AND LEVELS DEVEL
4180	BA MERCHANT SERVICES	05/07/2015	179.18	TRANSACTION FEES FOR E-PERMITT
3113	RAY GLASS' BATTERIES, INC.	05/07/2015	509.55	BATTERIES TO POWER MONITORING
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	05/07/2015	124.56	BRIGHT-MEDICARE
4845	CALHOUN COUNTY SHERIFF'S OFFICE	05/07/2015	1,144.66	CALHOUN CO SHERIFF-LAW ENFCMT/
1023	CAPITAL HITCH SERVICE	05/07/2015	687.00	TRAILER FOR G3 JON BOAT
4061	BRIAN WILLIAM TAYLOR	05/07/2015	80.00	LAWNCARE-MARIANNA
2526	ENVIRONMENTAL SIMULATIONS, INC.	05/07/2015	1,900.00	REGISTRATION FEE - GW MODELING
5172	FREDDIE WILBON	05/07/2015	750.00	JANITORIAL SERVICE CRESTVIEW F
3737	GULF COAST UTILITY CONTRACTORS, LLC	05/07/2015	9,457.00	ECONFINA CREEK WMA ROAD REPAIR
4959	RICE ENTERPRISES, INC.	05/07/2015	70.45	REPLACEMENT BATTERY FOR WMD242
4921	JACKSON COUNTY UTILITIES	05/07/2015	29.00	WATER-MARIANNA
5173	KIMBERLY BISHOP FARMS, INC.	05/07/2015	21,498.34	AG COST SHARE AGREEMENT
3921	KOUNTRY RENTAL, INC.	05/07/2015	4,118.00	RENTAL AND SERVICE OF PORTABLE
2299	LIBERTY COUNTY SOLID WASTE	05/07/2015	28.00	SOLID WASTE-FL RIVER
1205	OFFICE DEPOT, INC.	05/07/2015	13.68	OFFICE SUPPLIES
5255	AINE MARIE RYAN	05/07/2015	100.00	SOIL TEST FOR SEPTIC TANK
3813	PENNINGTON, P.A.	05/07/2015	13,055.00	LEGAL COUNSEL
4114	CITY OF PORT ST. JOE	05/07/2015	15,070.00	CHIPOLA RIVER PUMP NUMBER TWO
4114	CITY OF PORT ST. JOE	05/07/2015	37,125.00	CHIPOLA RIVER PUMP NUMBER TWO
4114	CITY OF PORT ST. JOE	05/07/2015	15,000.00	CHIPOLA RIVER PUMP NUMBER TWO
906	PURVIS, GRAY AND COMPANY, LLP	05/07/2015	7,700.00	FINANCIAL AUDIT SERVICES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	05/07/2015	66.72	STAPLER, BATTERIES, WIRELESS KEY
110	TALQUIN ELECTRIC COOPERATIVE, INC.	05/07/2015	87.17	SECURITY LIGHTS-HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	05/07/2015	3,651.57	ELECTRIC-HQ
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	05/07/2015	3,940.00	PUBLIC RECREATION SITE CLEAN U
3982	TOWN OF CENTURY	05/07/2015	33,585.50	CENTURY WATER SYSTEM LEAK SURV
3696	URS CORPORATION	05/07/2015	1,986.00	BAY COUNTY DFIRM UPDATE
3696	URS CORPORATION	05/07/2015	18,741.45	COASTAL PANHANDLE FIRM
1305	WASTE MANAGEMENT - LEON COUNTY, INC	05/07/2015	55.54	SOLID WASTE-MARIANNA
3462	WASTE MANAGEMENT OF PANAMA CITY	05/07/2015	140.00	DUMPSTER FOR ECONFINA OFFICE A
4626	WASTE PRO OF FLORIDA, INC	05/07/2015	159.69	SOLID WASTE-HQ
4774	JOHN T WILLIAMSON	05/07/2015	170.00	JANITORIAL SERVICES FOR THE WF

TOTAL CHECKS/AP

203,569.09

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5101	JAMES F AKERS	05/14/2015	2,700.00	NWFWMD WEB SITE MAINTENANCE
5089	ATKINS NORTH AMERICA, INC.	05/14/2015	7,211.50	MINIMUM FLOWS AND LEVELS DEVEL
2967	BANK OF AMERICA	05/14/2015	2,775.25	P-CARD PURCHASES
3977	CALHOUN COUNTY BOCC	05/14/2015	36,549.00	PINE ISLAND WATER SYSTEM
771	CITY OF MARIANNA	05/14/2015	30.40	SEWER-MARIANNA
1948	DELL MARKETING L.P.	05/14/2015	2,456.38	SAN SUPPORT RENEWAL
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	05/14/2015	1,446.45	LABORATORY ANALYSIS - ECONFINA
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	05/14/2015	5,466.00	LABORATORY SERVICES
2241	DEPT. OF THE INTERIOR - USGS	05/14/2015	42,725.00	STREAM AND RIVER GAUGING
45	DMS	05/14/2015	71.32	MILTON PHONES
45	DMS	05/14/2015	29.93	CONFERENCE CALLS
45	DMS	05/14/2015	7,272.98	INTERNET-ALL
45	DMS	05/14/2015	5.21	LAN PORTS
45	DMS	05/14/2015	144.00	LAN PORTS/INTERNET
45	DMS	05/14/2015	112.55	PHONES-MARIANNA
45	DMS	05/14/2015	1,318.09	PHONE-CRESTVIEW
4748	EAST MILTON WATER SYSTEM	05/14/2015	10.22	WATER-MILTON
4508	CARDNO ENTRIX	05/14/2015	18,556.25	MINIMUM FLOW AND LEVELS DEVELO
4855	ENVIRON SERVICES INCORPORATED	05/14/2015	1,552.00	JANITORIAL SERVICE - HQ
4855	ENVIRON SERVICES INCORPORATED	05/14/2015	275.00	JANITORIAL SERVICE MARIANNA
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	05/14/2015	8,181.20	FUEL PURCHASES
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	05/14/2015	1,676.63	WEX TELEMATICS FLEET MANAGEMEN
1746	FRANKLIN COUNTY TAX COLLECTOR	05/14/2015	11.24	PROPERTY TAX CORRECTION
391	GADSDEN COUNTY TAX COLLECTOR	05/14/2015	55.25	BOAT REGISTRATIONS-2015
35	GOODYEAR TIRE AND RUBBER COMPANY	05/14/2015	236.06	WMD 0043 REPLACEMENT TIRE
3420	GREASE PRO EXPRESS LUBE	05/14/2015	290.00	WMD 0043 TRUCK REPAIRS
916	GULF POWER COMPANY	05/14/2015	579.79	ELECTRIC-MILTON
916	GULF POWER COMPANY	05/14/2015	649.93	ELECTRIC-CFO
4607	MAIL FINANCE INC	05/14/2015	126.00	MAILING SYSTEM LEASE FOR CRV
374	HOLMES COUNTY TIMES - ADVERTISER	05/14/2015	82.00	LEGAL AD
3942	A & W VENTURES, L.C.	05/14/2015	151.34	PORTABLE TOILET FOR PHIPPS PAR
2268	INNOVATIVE OFFICE SOLUTIONS, INC	05/14/2015	918.00	PHONE MAINTENANCE
3921	KOUNTRY RENTAL, INC.	05/14/2015	207.50	CLEANING OF BOTH ECONFINA OFFI
4952	LAW, REDD, CRONA & MUNROE, P.A.	05/14/2015	944.00	INSPECTOR GENERAL SERVICES ENG
3266	LOWE'S COMPANIES INC.	05/14/2015	601.70	SUPPLIES FOR BLUFF SPRINGS REC

4557	VERIZON WIRELESS	05/14/2015	768.69	JETPACK/AIRCARDS
110 110	TALQUIN ELECTRIC COOPERATIVE, INC. TALQUIN ELECTRIC COOPERATIVE, INC.	05/14/2015 05/14/2015	114.96 47,300.00	WATER-HQ SEWER CONNECTION FOR HQ.
105		05/14/2015	102.38	LEGAL AD
5183	ROBERT J YOUNG COMPANY, INC	05/14/2015	42.65	COPIER LEASE FOR FACILITIES
4136	RICOH AMERICAS CORPORATION	05/14/2015	233.11	RICOH COPIER LEASE FOR REGULAT
5251	RANDSTAD NORTH AMERICA, INC.	05/14/2015	3,106.25	STAFF AUG SERVICES
4601	PORTLAND LUMBER YARD, INC	05/14/2015	1,955.20	BOARDWALK AND SIGN MATERIALS
71	PETTY CASH	05/14/2015	99.33	PETTY CASH REIMBURSEMENT
5157	NU INFO SYSTEMS, INC	05/14/2015	12,492.00	CONTRACT SERVICES FOR ENABLING
5259	MOBILE TOOL REPAIR, INC	05/14/2015	45.00	18 VOLT DEWALT DRILL REPAIR
3266	LOWE'S COMPANIES INC.	05/14/2015	272.97	MATERIALS FOR SHOP ROOF REPAIR
3266	LOWE'S COMPANIES INC.	05/14/2015	275.88	OPERATING SUPPLIES

TOTAL AP

212,567.86

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5256	ALL PRO WATERCRAFT & ATV SERVICE, INC.	05/21/2015	477.57	SCANDY WHITE BOAT MOTOR SERVIC
3293	ANGUS ANDREWS	05/21/2015	107.69	BOARD TRAVEL
3586	ATTACK-ONE FIRE MANAGEMENT SVCS	05/21/2015	5,518.28	PRESCRIBED BURNING SERVICES FO
4662	AUTO CLINIC OF MARIANNA, INC	05/21/2015	651.13	SERVICE TO VEHICLE WMD0015, MA
2967	BANK OF AMERICA	05/21/2015	985.00	KAREN KEBART CONFERENCE REGIST
4450	GREGORY MONROE BARRY	05/21/2015	395.32	BATTERIES
4778	BENSON'S HEATING AND AIR CONDITIONING, INC.	05/21/2015	500.00	LERBERT 6 MONTH SERVICE FOR HQ
735	CARLTON APPRAISAL COMPANY	05/21/2015	1,279.20	APPRAISAL OF SYFERTT ETAL TRAC
3524	CITY OF CRESTVIEW	05/21/2015	40.85	WATER/SEWER-CFO
4676	CITY OF MILTON FLORIDA	05/21/2015	35.50	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	05/21/2015	16.36	SEWER-MILTON
5095	CITY OF MONTICELLO	05/21/2015	180,935.81	U HWY 19 WATER LINE EXTENSION
3289	CITY OF TALLAHASSEE	05/21/2015	37.77	LAKESHORE
4032	COMPUQUIP TECHNOLOGIES, LLC	05/21/2015	4,500.00	FIREWALL REPLACEMENT
45	DMS	05/21/2015	1,440.13	PHONES-HQ
45	DMS	05/21/2015	1,257.04	PHONES-CARR
2702	FISH AND WILDLIFE	05/21/2015	3,840.85	LAW ENFORCEMENT/SECURITY SERVI
2702	FISH AND WILDLIFE	05/21/2015	26,036.58	COOPERATIVE MANAGEMENT SAND HI
3337	FORESTECH CONSULTING	05/21/2015	7,947.00	F4 TECH FOR LAND MANAGEMENT DA
1746	FRANKLIN COUNTY TAX COLLECTOR	05/21/2015	1.91	TAX CERTIFICATE CORRECTIONS
1746	FRANKLIN COUNTY TAX COLLECTOR	05/21/2015	1.32	TAX CERTIFICATE CORRECTIONS
4042	GGI, LLC, DBA GENESIS GROUP	05/21/2015	3,306.92	TASK 15
3282	W.W. GRAINGER, INC.	05/21/2015	601.22	FIELD SUPPLIES
2291	GULF COAST ELECTRIC COOPERATIVE, INC	05/21/2015	335.98	ELECTRIC-EFO
2282	GULF ICE SYSTEMS, INC	05/21/2015	200.11	SERVICE/REPAIR OF ICE MACHINE
4607	MAIL FINANCE INC	05/21/2015	126.00	MAILING SYSTEM LEASE FOR CARR,
4607	MAIL FINANCE INC	05/21/2015	259.00	MAILING SYSTEM LEASE HQ
247	HOLMES COUNTY TAX COLLECTOR	05/21/2015	8.12	TAX CERTIFICATE CORRECTIONS
61	JACKSON COUNTY FLORIDAN	05/21/2015	125.95	LEGAL AD
4946	ULYSSES D. JENKINS	05/21/2015	75.00	SECURITY FOR GOVERNING BOARD M
5120	JOHNSON'S AUTO REPAIR, INC.	05/21/2015	57.49	OPEN PURCHASE ORDER FOR POOL V
3449	LOCHER ENVIRONMENTAL TECHNOLOGY,LLC	05/21/2015	6,743.32	INTEGRATED WATER LEVEL LOGGERS
3266	LOWE'S COMPANIES INC.	05/21/2015	37.94	AMDRO ANT POISON FOR PHIPPS PA
4986	PATRICIA LUJAN	05/21/2015	7,374.16	CRESTVIEW LEASE
4873	MAIN STREET AUTOMOTIVE, INC.	05/21/2015	26.96	OPEN PURCHASE ORDER FOR ERP-CR

	TOTAL ACH TRANSFER		1,321.07	
5099	DANIEL WESLEY	05/19/2015	240.00	TRAVEL REIMBURSEMENT
3823	KENNETH ANDREW ROACH	05/19/2015	146.00	EMPLOYEE TRAVEL
5124	CHRISTOPHER MICHAEL KENT	05/19/2015	240.00	TRAVEL REIMBURSEMENT
3340	KAREN KEBART	05/19/2015	217.00	TRAVEL REIMBURSEMENT
4961	PETER FOLLAND	05/19/2015	146.00	EMPLOYEE TRAVEL
3228	AMANDA BEDENBAUGH	05/19/2015	332.07	TRAVEL REIMBURSEMENT
	TOTAL CHECKS		616,008.99	
4038	WINDSTREAM COMMUNICATIONS	05/21/2015	49.66	800'S & EFO PHONES
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	05/21/2015	11,711.60	LAW ENFORCEMENT/SECURITY
4557	VERIZON WIRELESS	05/21/2015	1.11	MACHINE TO MACHINE
3454	USDA, APHIS, WILDLIFE SERVICES	05/21/2015	1,092.08	COOPERATIVE SERVICE AGREEMENT
3941	TYLER TECHNOLOGIES, INC.	05/21/2015	11,978.45	DISASTER RECOVERY SERVICE
3783	SUTRON CORPORATION	05/21/2015	25,401.60	ANNUAL IRIDIUM TELEMETRY SERVI
4799	STAPLES CONTRACT & COMMERCIAL, INC.	05/21/2015	19.99	STAPLER, BATTERIES, WIRELESS KEY
4967	SAMUEL SPRING	05/21/2015	85.44	BOARD TRAVEL
5156	SPERRY & ASSOCIATES, INC.	05/21/2015	302,720.52	ECONFINA SPRINGS COMPLEX-SPRIN
4091	THE SHOE BOX	05/21/2015	161.96	SAFETY SUPPLIES
3960	GEORGE ROBERTS	05/21/2015	81.88	BOARD TRAVEL
5183	ROBERT J YOUNG COMPANY, INC	05/21/2015	297.43	ANNUAL MAINTENANCE AGREEMENTS
4068	RING POWER CORPORATION	05/21/2015	442.45	REPLACE COOLANT LINES ON FORK
1180	PRIDE ENTERPRISES	05/21/2015	569.78	LOAD TICKETS
4081	POT-O-GOLD RENTALS, LLC	05/21/2015	1,275.00	PORTABLE TOILETS
4849	NICK PATRONIS	05/21/2015	81.88	BOARD TRAVEL
288	OKALOOSA CO. PROPERTY APPRAISER	05/21/2015	2,306.07	3RD QTR FY 14-15
1205	OFFICE DEPOT, INC.	05/21/2015	202.14	OFFICE SUPPLIES
4382	J. MILLER CONSTRUCTION, INC.	05/21/2015	1,950.00	GABION ROCK FOR LOW WATER CROS
3030	MARIANNA GLASS, INC.	05/21/2015	296.47	REPLACE WINDSHIELD ON VEH. WMD

TOTAL AP

<u>617,330.06</u>

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5094	SMITH REFRIGERATION, INC	05/28/2015	95.00	ICE MACHINE REPAIRS
5028	AQUATIC INFORMATICS INC	05/28/2015	55,000.00	AQUARIUS LICENSE
4832	ASSURANT EMPLOYEE BENEFITS	05/28/2015	170.12	PREPAID DENTAL
4832	ASSURANT EMPLOYEE BENEFITS	05/28/2015	4,020.58	EMPLOYEE DENTAL
4834	ASSURANT EMPLOYEE BENEFITS	05/28/2015	804.78	EMPLOYEE LIFE INS
4833	ASSURANT EMPLOYEE BENEFITS	05/28/2015	1,271.86	VOLUNTARY LTD
95	AT&T	05/28/2015	351.18	PHONES-ECONFINA
2992	BANK OF AMERICA	05/28/2015	1,865.63	ACCOUNT ANALYSIS
2992	BANK OF AMERICA	05/28/2015	257.90	PAYMENT PORTAL FOR WELL PERMIT
2992	BANK OF AMERICA	05/28/2015	197.21	ONLINE ACCESS TO BANK ACCOUNT
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	05/28/2015	410.64	MEDICARE-BRIGHT
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	05/28/2015	48,341.58	EMPLOYEE HEALTH INSUR
5265	BOWLES ROOFING COMPANY	05/28/2015	650.00	ROOF REPAIR TO IT BUILDING-HQ
4845	CALHOUN COUNTY SHERIFF'S OFFICE	05/28/2015	825.56	CALHOUN CO SHERIFF-LAW ENFCMT/
767	CALHOUN COUNTY TAX COLLECTOR	05/28/2015	5,828.71	PAYMENTS IN LIEU OF TAXES
5177	CAPITAL CITY AUTOMOTIVE, LLC	05/28/2015	321.00	REPAIR WHEEL BEARING ON WMD242
5177	CAPITAL CITY AUTOMOTIVE, LLC	05/28/2015	27.90	OIL/FILTER SERVICE, VEHICLE WM
1617	CAPITAL HEALTH PLAN	05/28/2015	74,126.78	EMPLOYEE HEALTH INSUR
3771	CHOCTAWHATCHEE BASIN ALLIANCE	05/28/2015	10,153.90	MONITORING PROGRAM
4559	CITY OF CARRABELLE	05/28/2015	29,255.00	MARINE ST STORMWATER RETROFIT
672	DAVIS TROPHIES	05/28/2015	71.45	EMPLOYEE RECOGNITION
97	THE DEFUNIAK HERALD	05/28/2015	30.38	LEGAL AD
1709	DIVISION OF ADMINISTRATIVE HEARINGS	05/28/2015	192.40	PEREZ HEARING
45	DMS	05/28/2015	8.64	LONG DISTANCE-ALL
24	FLORIDA PUBLIC UTILITIES COMPANY	05/28/2015	375.00	ELECTRIC-MARIANNA
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	05/28/2015	38.78	FAR/LEGAL AD FOR 2015 GOVERNIN
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	05/28/2015	47.46	FAR Ad
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	05/28/2015	30.00	MONITORING FOR CRESTVIEW
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	05/28/2015	35.00	IT BUILDING ALARM MONITORING S
5189	DEXTER GILBERT	05/28/2015	9,000.00	AG COST SHARE AGREEMENT
4381	TOWN OF GRAND RIDGE	05/28/2015	116,212.45	WATER EXTENSION TO THE I 10 IN
247	HOLMES COUNTY TAX COLLECTOR	05/28/2015	1,997.13	PAYMENTS IN LIEU OF TAXES
3942	A & W VENTURES, L.C.	05/28/2015	150.00	PORTA-LET AT HQ, WATER METER
3179	JACKSON COUNTY TAX COLLECTOR	05/28/2015	9,281.89	PAYMENTS IN LIEU OF TAXES

		-		
5120	JOHNSON'S AUTO REPAIR, INC.	05/28/2015	57.49	OPEN PURCHASE ORDER FOR POOL V
387	LIBERTY CO. TAX COLLECTOR	05/28/2015	7,533.05	PAYMENTS IN LIEU OF TAXES
3266	LOWE'S COMPANIES INC.	05/28/2015	548.73	STORAGE SHED - MILTON OFFICE &
3406	NEECE TRUCK TIRE CENTER INC.	05/28/2015	121.94	REPLACE TIRE ON WMD2421 TRUCK
5157	NU INFO SYSTEMS, INC	05/28/2015	2,304.00	CONTRACT SERVICES FOR ENABLING
1205	OFFICE DEPOT, INC.	05/28/2015	125.55	OFFICE SUPPLIES
1463	ORACLE CORPORATION	05/28/2015	1,059.04	ANNUAL SUPPORT FOR ORACLE PROD
5255	AINE MARIE RYAN	05/28/2015	535.00	PERMIT FOR NEW SEPTIC SYSTEM -
4068	RING POWER CORPORATION	05/28/2015	119.50	DIAGNOSTICS ON FORKTRUCK
4971	ROBERT "MIKE" SEEDERS PLUMBING, INC.	05/28/2015	12,983.00	SEWER CONNECTION FOR HQ TO TAL
4091	THE SHOE BOX	05/28/2015	152.99	SAFETY BOOTS-BRUCE WILSON
3213	SHI INTERNATIONAL CORP	05/28/2015	325.00	ADOBE PRO FROM KEN FRIEDMAN
3104	SOUTHERN WATER SERVICES	05/28/2015	300.00	WATER TESTING AT THE CARTER CH
4720	SOUTHWOOD SHARED RESOURCE CENTER	05/28/2015	821.96	OFFSITE DATA STORAGE
3783	SUTRON CORPORATION	05/28/2015	175.00	REPAIR COSTS FOR 2 SUTRON 9210
3783	SUTRON CORPORATION	05/28/2015	385.00	REPAIR COSTS FOR 2 SUTRON 9210
4793	SYMANTEC CORPORATION	05/28/2015	995.00	SSL CERTIFICATES FOR REMOTE AN
4793	SYMANTEC CORPORATION	05/28/2015	995.00	SSL CERTIFICATES FOR REMOTE AN
1999	TURNER SUPPLY COMPANY	05/28/2015	498.00	MASTERLOCK KEY ALIKE LOCKS
3696	URS CORPORATION	05/28/2015	15,650.80	COASTAL PANHANDLE FIRM
3696	URS CORPORATION	05/28/2015	7,751.85	PANHANDLE RISKMAP CONV
3696	URS CORPORATION	05/28/2015	13,910.40	COASTAL OVERLAND WAVE MODELING
3696	URS CORPORATION	05/28/2015	2,270.16	ESCAMBIA COUNTY DFIRM UPDATE
3696	URS CORPORATION	05/28/2015	9,639.00	GULF CO DFIRM UPDATE
3696	URS CORPORATION	05/28/2015	49,926.30	RISK MAP PROJECT FOR APALACHIC
3696	URS CORPORATION	05/28/2015	24,613.08	RISK MAP PROJECT CHIPOLA WATER
3696	URS CORPORATION	05/28/2015	15,934.70	FLOOD INFORMATION PORTAL AND L
3696	URS CORPORATION	05/28/2015	16,420.92	ENHANCED COASTAL FLOOD RISK DA
4557	VERIZON WIRELESS	05/28/2015	160.29	CELL PHONES
5218	WAGEWORKS, INC.	05/28/2015	153.00	ADMIN FEE FOR FSA
424	WALTON COUNTY TAX COLLECTOR	05/28/2015	19,346.24	PAYMENTS IN LIEU OF TAXES
3180	WASHINGTON COUNTY TAX COLLECTOR	05/28/2015	41,703.25	PAYMENTS IN LIEU OF TAXES

TOTAL CHECKS

618,961.15

	TOTAL AP	<u> 619,474.65</u>	
	TOTAL ACH TRANSER	513.50	
1095	TYLER MACMILLAN	05/29/2015 93.50	EMPLOYEE TRAVEL
4961	PETER FOLLAND	05/29/2015 200.00	EMPLOYEE TRAVEL
3080	STEVEN COSTA	05/29/2015 110.00	EMPLOYEE TRAVEL
4966	DAVID REED CHERRY	05/29/2015 110.00	EMPLOYEE TRAVEL

SCHEDULE OF DISBURSEMENTS

<u>PAYROLL</u>

<u>MAY 2015</u>

DIRECT DEPOSIT	5/01/2015	\$ 206,418.76
CHECKS	5/01/2015	9,826.10
FLEX SPENDING TRANSFER	TF0060	1,453.60
DIRECT DEPOSIT	5/15/2015	207,477.23
CHECKS	5/15/2015	9,826.10
FLEX SPENDING TRANSFER	TF0062	1,453.60
DIRECT DEPOSIT	5/29/2015	218,805.06
CHECKS	5/29/2015	8,386.19

\$ 663,646.64

APPROVED:

Chairman or Executive Director

<u>July 9, 2015</u> Date

<u>MEMORANDUM</u>

Governing Board
Brett J. Cyphers, Executive Director Guy Gowens, Assistant Executive Director
Wendy Dugan, Director, Division of Administration
June 24, 2015
Consideration of Request for Authorization to Declare and Dispose of Surplus Property: Marianna Field Office

Recommendation

Staff recommends that the Governing Board approve to declare the property items as surplus, authorize staff to dispose of the items in accordance with established procedures, and remove them from the District's property records.

Background

As District inventory wears out, breaks, becomes obsolete or has no further value to the District, staff determines whether it is fiscally prudent to spend funds to place the items back in service or dispose of them. Items listed in the table are either in good, fair, or poor condition, or in disrepair, and are no longer useful to the District.

The 174 items in this table are located at the Marianna Field Office, have been determined to be surplus to the needs of the District, and can be disposed of in accordance with established policies and procedures.

#	Depart- ment	Description	Tag #	Serial #	Condi- tion	Value	Disposal Method
	ment		π	π	uon		Wiethou
1	Lands	Desk w/return	1881		Good	\$0.00	Jackson Co.
		w/2 drawer					
		lateral file –					
		MFO Office					

#	Depart-	Description	Tag	Serial	Condi-	Value	Disposal
	ment		#	#	tion		Method
2	Lands	4 drawer hutch	1882		Good	\$0.00	Jackson Co.
		on top of desk					
		– MFO Office					
3	Lands	Three drawer	1884		Good	\$0.00	Jackson Co.
		file on wheels –					
		MFO Office					
4	Lands	Planix Tamaya	1935		Good	\$0.00	Jackson Co.
		Digital					
		Planimeter					
5	Lands	Trimble	1936		Good	\$0.00	Jackson Co.
		GeoExplorer 3					
		GPS					
6	Lands	Trimble	1937		Good	\$0.00	Jackson Co.
Ŭ	Lunus	GeoXT	1757		0000	\$0.00	vacabon cor
7	Lands	Trimble	1938		Good	\$0.00	Jackson Co.
,	Lands	GeoXT	1750		0000	ψ0.00	Jackson Co.
8	Lands	Pentax Roll	1942		Fair	\$0.00	Jackson Co.
0	Lanus	Film Camera	1942		ган	\$0.00	Jackson Co.
0	Lands		1		Cood	\$0.00	Lashaan Ca
9	Lands	Florida Statutes	1		Good	\$0.00	Jackson Co.
10	x 1	1985			<u> </u>	\$0.00	
10	Lands	Florida Statutes	2		Good	\$0.00	Jackson Co.
		1986					
11	Lands	Florida Statutes	3		Good	\$0.00	Jackson Co.
		1987					
12	Lands	Florida Statutes	4		Good	\$0.00	Jackson Co.
		1988					
13	Lands	Florida Statutes	5		Good	\$0.00	Jackson Co.
		1997					
14	Lands	Florida Statutes	6		Good	\$0.00	Jackson Co.
		1998					
15	Lands	Florida Statutes	7		Good	\$0.00	Jackson Co.
		2004					
16	Lands	Calculator	8		Fair	\$0.00	Jackson Co.
17	Lands	Telephone	9		Fair	\$0.00	Jackson Co.
18	Lands	Scale	10		Fair	\$0.00	Jackson Co.
19	Lands	Paper Holder	11		Fair	\$0.00	Jackson Co.
		- T - Holdel		1		+ 0.00	

#	Depart-	Description	Tag	Serial	Condi-	Value	Disposal
	ment		#	#	tion		Method
20	Lands	Paper Punch	12		Poor	\$0.00	Jackson Co.
21	Lands	Tape Dispenser	13		Fair	\$0.00	Jackson Co.
22	Lands	Tape Dispenser	14		Poor	\$0.00	Jackson Co.
23	Lands	Paper Holder	15		Good	\$0.00	Jackson Co.
24	Lands	Address Filer	16		Good	\$0.00	Jackson Co.
25	Lands	Scale	17		Poor	\$0.00	Jackson Co.
26	Lands	File Holders	18		Fair	\$0.00	Jackson Co.
27	Lands	Telephone Holder	19		Good	\$0.00	Jackson Co.
28	Lands	Paper Holders	20		Fair	\$0.00	Jackson Co.
29	Lands	Brown Chair	21		Fair	\$0.00	Jackson Co.
30	Lands	Brown Chair	22		Fair	\$0.00	Jackson Co.
31	Lands	Brown Chair	23		Fair	\$0.00	Jackson Co.
32	Lands	Brown Chair	24		Fair	\$0.00	Jackson Co.
33	Lands	Brown Chair	25		Fair	\$0.00	Jackson Co.
34	Lands	Brown Chair	26		Fair	\$0.00	Jackson Co.
35	Lands	Brown Chair	27		Fair	\$0.00	Jackson Co.
36	Lands	Brown Chair	28		Fair	\$0.00	Jackson Co.
37	Lands	Brown Chair	29		Fair	\$0.00	Jackson Co.
38	Lands	Brown Chair	30		Fair	\$0.00	Jackson Co.
39	Lands	Brown Chair	31		Fair	\$0.00	Jackson Co.
40	Lands	Brown Chair	32		Fair	\$0.00	Jackson Co.
41	Lands	Light Black Chair	33		Fair	\$0.00	Florida Forest Service
42	Lands	Filing Cabinet	34		Fair	\$0.00	Jackson Co.
43	Lands	Brochure	35		Good	\$0.00	Jackson Co.
ч.5	Lands	Holder	55		0000	φ0.00	Jackson Co.
44	Lands	Small Table	36		Good	\$0.00	Jackson Co.
45	Lands	Conference	37		Fair	\$0.00	Jackson Co.
46	Lands	Table Telephone	38		Fair	\$0.00	Jackson Co.
		-					
47	Lands	Cabinet	39		Good	\$0.00	Jackson Co.
48	Lands	Cabinet	40		Good	\$0.00	Jackson Co.
49	Lands	Cabinet	41		Fair	\$0.00	Jackson Co.
50	Lands	Small Table	42		Fair	\$0.00	Jackson Co.
51	Lands	Chalkboard	43		Fair	\$0.00	Jackson Co.

#	Depart-	Description	Tag	Serial	Condi-	Value	Disposal
	ment		#	#	tion		Method
52	Lands	HP Design Jet	44		Not	\$0.00	Jackson Co.
		5000 PS Plotter			Working		
53	Lands	Filing Cabinet	45		Poor	\$0.00	Jackson Co.
54	Lands	Telephone	46		Fair	\$0.00	Jackson Co.
55	Lands	Desk	47		Poor	\$0.00	Jackson Co.
56	Lands	Small Table	48		Fair	\$0.00	Jackson Co.
57	Lands	Folding Chair	50		Poor	\$0.00	Jackson Co.
58	Lands	Folding Chair	51		Poor	\$0.00	Jackson Co.
59	Lands	Folding Chair	52		Poor	\$0.00	Jackson Co.
60	Lands	Folding Chair	53		Poor	\$0.00	Jackson Co.
61	Lands	Folding Chair	54		Poor	\$0.00	Jackson Co.
62	Lands	Folding Chair	55		Poor	\$0.00	Jackson Co.
63	Lands	Folding Chair	56		Poor	\$0.00	Jackson Co.
64	Lands	Folding Chair	57		Poor	\$0.00	Jackson Co.
65	Lands	Brown Chair	58		Poor	\$0.00	Jackson Co.
66	Lands	Brown Chair	59		Poor	\$0.00	Jackson Co.
67	Lands	Brown Chair	60		Poor	\$0.00	Jackson Co.
68	Lands	Brown Chair	61		Poor	\$0.00	Jackson Co.
69	Lands	Brown Chair	62		Poor	\$0.00	Jackson Co.
70	Lands	Brown Chair	63		Poor	\$0.00	Jackson Co.
71	Lands	Brown Chair	64		Poor	\$0.00	Jackson Co.
72	Lands	Brown Chair	65		Poor	\$0.00	Jackson Co.
73	Lands	Brown Chair	66		Poor	\$0.00	Jackson Co.
74	Lands	Brown Chair	67		Poor	\$0.00	Jackson Co.
75	Lands	White Chair	68		Fair	\$0.00	Jackson Co.
76	Lands	White Chair	69		Fair	\$0.00	Jackson Co.
77	Lands	White Chair	70		Fair	\$0.00	Jackson Co.
78	Lands	White Chair	71		Fair	\$0.00	Jackson Co.
79	Lands	White Chair	72		Fair	\$0.00	Jackson Co.
80	Lands	White Chair	73		Fair	\$0.00	Jackson Co.
81	Lands	White Chair	74		Fair	\$0.00	Jackson Co.
82	Lands	White Chair	75		Fair	\$0.00	Jackson Co.
83	Lands	White Chair	76		Fair	\$0.00	Jackson Co.
84	Lands	White Chair	77		Fair	\$0.00	Jackson Co.
I	I	I I			I	1	

	ment		#	#	tion		Method
85	Lands	White Chair	78		Fair	\$0.00	Jackson Co.
86	Lands	White Chair	79		Fair	\$0.00	Jackson Co.
87	Lands	White Chair	80		Fair	\$0.00	Jackson Co.
88	Lands	White Chair	81		Fair	\$0.00	Jackson Co.
89	Lands	Tan Chair	82		Good	\$0.00	Florida Forest
							Service
90	Lands	Orange Chair	83		Fair	\$0.00	Jackson Co.
91	Lands	Orange Chair	84		Fair	\$0.00	Jackson Co.
92	Lands	Brown Chair	90		Poor	\$0.00	Jackson Co.
93	Lands	Orange Chair	85		Fair	\$0.00	Jackson Co.
94	Lands	Tan Chair	91		Poor	\$0.00	Jackson Co.
95	Lands	Orange Chair	86		Fair	\$0.00	Jackson Co.
96	Lands	Blue Chair	92		Poor	\$0.00	Jackson Co.
97	Lands	Orange Chair	87		Fair	\$0.00	Jackson Co.
98	Lands	Brown Chair	93		Poor	\$0.00	Jackson Co.
99	Lands	Orange Chair	88		Fair	\$0.00	Jackson Co.
100	Lands	Brown Chair	94		Poor	\$0.00	Jackson Co.
101	Lands	Orange Chair	89		Fair	\$0.00	Jackson Co.
102	Lands	Brown Chair	95		Poor	\$0.00	Jackson Co.
103	Lands	Tan Chair	98		Poor	\$0.00	Jackson Co.
104	Lands	Telephone Holder	99		Good	\$0.00	Jackson Co.
105	Lands	Paper Holder	100		Good	\$0.00	Jackson Co.
106	Lands	Paper Holder	101		Poor	\$0.00	Jackson Co.
107	Lands	Soil Scale	102		Poor	\$0.00	Jackson Co.
108	Lands	Soil Scale	103		Poor	\$0.00	Jackson Co.
109	Lands	Lantern	104		Poor	\$0.00	Jackson Co.
110	Lands	Small Table	105		Poor	\$0.00	Jackson Co.
111	Lands	Large Book Self	106		Good	\$0.00	Jackson Co.
112	Lands	Brown Chair	107		Fair	\$0.00	Jackson Co.
113	Lands	Small Table	108		Fair	\$0.00	Jackson Co.
114	Lands	Small Table	109		Fair	\$0.00	Jackson Co.
115	Lands	Filing Cabinet	110		Poor	\$0.00	Jackson Co.
116	Lands	Desk	111		Fair	\$0.00	Jackson Co.
117	Lands	Desk	112		Poor	\$0.00	Jackson Co.
118	Lands	Map Rack	113		Good	\$0.00	Jackson Co.
#	Depart-	Description	Tag	Serial	Condi-	Value	Disposal
	ment		#	#	tion		Method

119	Lands	Cabinet	114	Fair	\$0.00	Jackson Co.
120	Lands	Cabinet	115	Poor	\$0.00	Jackson Co.
120	Lands	Paper Holder	116	Good	\$0.00	Jackson Co.
122	Lands	Phone Holder	117	Good	\$0.00	Jackson Co.
123	Lands	Table	118	Poor	\$0.00	Jackson Co.
124	Lands	Map Holders	119	Good	\$0.00	Jackson Co.
125	Lands	Map Holders	120	Good	\$0.00	Jackson Co.
126	Lands	Locker	121	Poor	\$0.00	Jackson Co.
127	Lands	Locker	122	Poor	\$0.00	Jackson Co.
128	Lands	Cabinet	123	Good	\$0.00	Jackson Co.
129	Lands	Refrigerator	124	Poor	\$0.00	Jackson Co.
130	Lands	Locker	125	Fair	\$0.00	Jackson Co.
131	Lands	Filing Cabinet	126	Good	\$0.00	Jackson Co.
132	Lands	Table	127	Poor	\$0.00	Jackson Co.
133	Lands	Filing Cabinet	128	Poor	\$0.00	Jackson Co.
134	Lands	Light Table	129	Fair	\$0.00	Jackson Co.
135	Lands	Filing Cabinet	130	Poor	\$0.00	Jackson Co.
136	Lands	Desk	131	Poor	\$0.00	Jackson Co.
137	Lands	Table	132	Fair	\$0.00	Jackson Co.
138	Lands	Book Shelf	134	Poor	\$0.00	Jackson Co.
		Frame				
139	Lands	Folding Table	135	Poor	\$0.00	Jackson Co.
140	Lands	Desk Top	136	Fair	\$0.00	Jackson Co.
141	Lands	Table	137	Poor	\$0.00	Jackson Co.
142	Lands	Desk	138	Fair	\$0.00	Jackson Co.
143	Lands	Desk Top	139	Fair	\$0.00	Jackson Co.
144	Lands	Drafting Table	140	Fair	\$0.00	Jackson Co.
145	Lands	Table	141	Poor	\$0.00	Jackson Co.
146	Lands	Desk Top	142	Fair	\$0.00	Jackson Co.
147	Lands	Tool Holder	162	Fair	\$0.00	Jackson Co.
148	Lands	Hy-Lo-Jack	164	Poor	\$0.00	Jackson Co.
149	Lands	Fencing	165	Good	\$0.00	Jackson Co.
150	Lands	Husqvarna	166	Not	\$0.00	Jackson Co.
		Lawn Mower		Working		
151	Lands	Poulan	167	Not	\$0.00	Jackson Co.
		Weedeater		Working		
152	Lands	Stihl	168	Not	\$0.00	Jackson Co.
		Weedeater		Working		

i	#	Depart-	Description	Tag	Serial	Condi-	Value	Disposal
		ment		#	#	tion		Method

153	Lands	Poulan	169	Not \$0.00 Jackson Co.
		Weedeater		Working
154	Lands	Poulan	170	Not \$0.00 Jackson Co.
		Weedeater		Working
155	Lands	Stihl	171	Not \$0.00 Jackson Co.
		Weedeater		Working
156	Lands	Stihl	172	Not \$0.00 Jackson Co.
		Weedeater		Working
157	Lands	Soil Tester	178	Poor \$0.00 Jackson Co.
158	Lands	Window	179	Fair\$0.00Jackson Co.
159	Lands	Window	180	Fair \$0.00 Jackson Co.
160	Lands	Stand	181	Fair \$0.00 Jackson Co.
161	Lands	Stand	182	Fair\$0.00Jackson Co.
162	Lands	Stand	183	Fair \$0.00 Jackson Co.
163	Lands	Stand	184	Fair \$0.00 Jackson Co.
164	Lands	Tow Frame	185	Poor \$0.00 Jackson Co.
165	Lands	Paper Punch	187	Good \$0.00 Jackson Co.
166	Lands	Pump	188	Poor \$0.00 Jackson Co.
167	Lands	Folding Chair	189	Poor \$0.00 Jackson Co.
168	Lands	Mail Box	190	Fair \$0.00 Jackson Co.
169	Lands	Gas Can	228	Poor \$0.00 Jackson Co.
170	Lands	Surface Tester	229	Poor \$0.00 Jackson Co.
171	Lands	Battery	230	Poor \$0.00 Jackson Co.
172	Lands	Tire	231	Poor \$0.00 Jackson Co.
173	Lands	Tire	232	Poor \$0.00 Jackson Co.
174	Lands	Tire	233	Poor \$0.00 Jackson Co.

Approved : _____ Date _____

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT <u>MEMORANDUM</u>

TO:	Governing Board
THROUGH:	Brett Cyphers, Executive Director Guy Gowens, Assistant Executive Director Nick Wooten, Director - Resource Management Division Wendy Dugan, Director – Administration Division
FROM:	Kris Barrios, Chief – Bureau of Hydrology & Engineering
DATE:	June 23, 2015
SUBJECT:	Consideration of Consultant Selections and Agreements for Professional Surveying Services

Recommendation

Staff recommends the Governing Board approve the selection committee's results provided in Table 1 and authorize the Executive Director to execute agreements with the four highest ranked firms to provide surveying services as needed.

Background

On June 11, 2015 the District received 13 responses to the District's Request for Proposals (RFP 15-002) for "Professional Surveying Services". This RFP was issued to provide surveying services for the Minimum Flows and Levels (MFL) program and other program areas. Services will include floodplain transects, river and stream surveys, bathymetric profiles and elevation surveys. Contract task orders will be issued for these services.

All 13 consultants were evaluated by the selection committee using seven predefined selection criteria. The committee's selection scores are provided below in Table 1. The four top ranked firms are 1) Southeastern Surveying & Mapping Corporation, 2) Wantman Group, Inc., 3) Preble-Rish, Inc., 4) DRMP, Inc.

Firm	Total Score	Avg. Score
Southeast Surveying and Mapping Corp.	191	64
Wantman Group, Inc.	190	63
Preble-Rish, Inc.	185	62
DRMP, Inc.	177	59
Nobles Consulting Group, Inc.	172	57
Gustin, Cothern & Tucker, Inc.	168	56
HSA Consulting Group, Inc.	159	53
Morgan & Eklund, Inc.	157	52
Pickett & Associates, Inc.	153	51
Whidden Surveying & Mapping	148	49
Fabre Engineering & Surveying	147	49
Poole Engineering & Surveying, Inc.	130	43
Jehle-Halstead, Inc.	125	42

Table 1 - Consultant Selection Scores- RFP 15-002

DRAFT Agreement for Contractual Services Agreement for Professional Surveying Services

Between

Northwest Florida Water Management District

and

CONTRACTOR NAME

(NWFWMD Contract Number 15-xxx)

This agreement is by and between the Northwest Florida Water Management District, a public entity created by Chapter 373, Florida Statutes (hereinafter referred to as the DISTRICT) and <u>CONTRACTOR</u> <u>name and address</u> (hereinafter, the CONTRACTOR). The DISTRICT and the CONTRACTOR hereby agree as follows:

SECTION 1 – SCOPE OF SERVICES

- A. <u>The CONTRACTOR shall perform and render all services as an independent CONTRACTOR of the DISTRICT and not as an agent, representative or employee of the DISTRICT. Services shall be provided in accordance with the CONTRACTOR's proposal submitted under RFP 15-002 entitled "Professional Surveying Services" incorporated herein by reference, and Task Orders when issued to the CONTRACTOR, at the discretion of the DISTRICT.</u>
- B. New Task Orders issued by the DISTRICT will include a new Task Order number and a statement of work of the services to be performed. Within fourteen (14) days of receipt of any Task Order Request (TOR), issued by the DISTRICT, the CONTRACTOR may be requested to submit a detailed Scope of Work (SOW), detailed fee proposal and schedule to the DISTRICT based on the project description specified by the DISTRICT or its authorized representative as the "Scope of Work" for the TOR. All work by the CONTRACTOR associated with preparation of SOWs, detailed fee proposals and, schedules shall be solely at the expense of the CONTRACTOR.
- C. Within seven (7) days of delivery of a SOW, schedule, and detailed fee proposal for any TOR issued by the DISTRICT, the CONTRACTOR shall meet with DISTRICT representatives to negotiate the final SOW and fee for the Task Order. At the discretion of the DISTRICT, negotiations concerning the SOW and fees may be conducted by teleconference at a date and time specified by the DISTRICT.
- D. As part of this Agreement, the CONTRACTOR may be called upon to provide expert testimony by legal counsel representing the State of Florida and/or the DISTRICT. Such requests would also be through a Task Order negotiated at a fair price for goods and services.
- E. Prior to the CONTRACTOR's commencement of work, the DISTRICT shall provide and transmit to the CONTRACTOR an approved Task Order and Notice to Proceed.
- F. The DISTRICT shall compensate the SURVEYOR for services rendered under this Agreement in accordance with Exhibit "A," Schedule of Costs, attached hereto and by reference made a part hereof.

SECTION 2 – RESPONSIBILITIES OF CONTRACTOR

- A. The CONTRACTOR is responsible for the timely completion and professional quality and technical accuracy of all work and services provided to the DISTRICT under the terms of this contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies identified by the DISTRICT in reports, drawings, and in conjunction with all other services provided for under this contract.
- B. The DISTRICT's approval of survey work, field activities, reports, drawings, other services, and incidental work or materials furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical adequacy of his work. For the purposes of this Agreement, technical adequacy shall refer to the performance of all work in accordance with the Quality Assurance requirements set forth in the CONTRACTOR's proposal with said work performed in accordance with the generally accepted standards and professional practices. The DISTRICT's review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause for action arising out of the performance of this Agreement.
- C. The surveying services by the CONTRACTOR shall be conducted by or under the responsible charge of a Registered Florida Professional Land Surveyor holding a valid Florida Certificate of Registration, and said Surveyor shall provide professional and technical services in accordance with acceptable surveying practices and ethical standards, those standards and specifications required under this Agreement, and in accordance with the Minimum Technical Standards for Land Surveying in the State of Florida, Chapter 61G17-6, F.A.C.
- D. The CONTRACTOR shall be, and shall remain, liable in accordance with applicable law for all damages to the DISTRICT caused by the CONTRACTOR's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the DISTRICT.
- E. The CONTRACTOR's obligations under this section are in addition to the CONTRACTOR's other expressed or implied assurances under this Agreement or state law and in no way diminish any other rights that the DISTRICT may have against the CONTRACTOR for deficiencies in work.
- F. The CONTRACTOR agrees to indemnify, defend, save, and hold harmless the DISTRICT from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida Law.
- G. The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.
- H. The CONTRACTOR shall submit to the DISTRICT's designated representative all original sketches, tracings, drawings, computation details, design calculations, field books and all other documents and plans that are products of CONTRACTOR's services described in this Agreement. The CONTRACTOR

may retain copies of all work products created pursuant to this Agreement. Surveying products submitted by the CONTRACTOR shall become the sole property of the DISTRICT.

- I. All notes and work products associated with the services performed herein shall be open for review by the designated representative of the DISTRICT during normal working hours of the CONTRACTOR and at all times during field survey and processing period.
- J. The CONTRACTOR agrees that (name of registered surveyor), PLS, shall be responsible for actively supervising all surveys and other services provided to the DISTRICT under the terms of this Agreement. The DISTRICT, in its sole discretion, must approve or disapprove in writing any request by the CONTRACTOR that a different employee be responsible for supervising such surveys or other services. In the event (name of registered surveyor) is not available to supervise the survey work, the DISTRICT may, but shall not be required to, approve a substitute if in its sole discretion, the DISTRICT declines to approve the substitute, then this Agreement may be terminated by the DISTRICT.
- K. For each task order, the CONTRACTOR shall provide to the DISTRICT'S designated representative a verbal weekly progress report and a written monthly report detailing the following:
 - 1. Progress level, i.e. whether the survey is on schedule;
 - 2. Work accomplished since last report;
 - 3. Anticipated delays, if any;
 - 4. Anticipated work schedule to complete work; and
 - 5. Notify if CONTRACTOR needs support or assistance from the District to complete the task.

SECTION 3 – TRUTH-IN-NEGOTIATIONS

The CONTRACTOR certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one year following the end of the contract.

SECTION 4 – COMPENSATION

- A. Maximum compensation shall be determined by the Task Orders issued under the terms of and during the inclusive dates of this Agreement and shall not exceed the availability of funds and current budget authorizations as approved by the District Governing Board. Each Task Order shall stand apart from all other Task Orders and shall not extend a SOW or funding to or from another Task Order.
- B. The CONTRACTOR shall submit invoices monthly based upon a percentage of completion or interim milestone for each task as defined in a Task Order. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. A final invoice must be submitted within thirty (30) days after the expiration date of the Task Order to assure the availability of funding for final payment.

- C. Unless otherwise specified within a Task Order, the compensation amount will be determined on the basis of the unit prices as set forth in Attachment A, attached hereto and made a part hereof; or on the basis of a negotiated fixed fee. Compensation for all Task Orders and if required sub tasks of each Task Order will be pre-approved by the DISTRICT and subject to negotiations as outlined in SECTION 1. Any direct expenses required for completion of a Task Order will be billed at actual cost without mark-up and must be identified and pre-approved by the DISTRICT in the Task Order. The basis of compensation shall be pre-determined for each task as outlined in Attachments A. All travel shall be in accordance with S.112.061, Florida Statutes and must be pre-approved by the District.
- D. Two copies of each invoice, including appropriate backup documentation, shall be submitted to:

Chief, Bureau of Finance and Accounting Northwest Florida Water Management District 81 Water Management Drive Havana, FL 32333

SECTION 5 – TIME OF PERFORMANCE

- A. This Agreement is effective on the date of execution and shall remain in effect for 3 years (36 months) from the effective date of the contract subject to the availability of appropriated funds in each fiscal year.
- B. By formal amendment in writing and agreed upon by both parties, the DISTRICT may renew the contract for a time period not exceeding the original contract period, subject to availability of appropriated funds in each fiscal year.

SECTION 6 – APPROVALS AND NOTICES

- A. The DISTRICT's project manager is Linda Chaisson, telephone number (850) 539-5999, unless otherwise assigned in an individual Task Order. The CONTRACTOR'S project manager is ______, telephone number 850-xxx-xxxx. All matters should be coordinated with or directed to the appropriate person for proper disposition.
- B. Any notice or other written communications between the CONTRACTOR and the DISTRICT shall be considered delivered when posted by certified mail or delivered in person to the respective project manager.
- C. No amendment to this agreement shall be effective unless reduced to writing and executed by the parties hereto.
- D. The DISTRICT and the CONTRACTOR may, by written order designated to be a Task Change Order, agree that additional work shall be undertaken for Task Orders issued within the general scope of this agreement.
- E. All work shall progress as stipulated and provided in approved Task Orders as described in Section 1 Scope of Services.

- F. The DISTRICT shall, at its sole discretion, determine whether the project tasks have been satisfactorily completed.
- G. The CONTRACTOR agrees to assume responsibility for all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law.
- H. The DISTRICT may unilaterally cancel this Agreement for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with the Agreement.

SECTION 7 – INSURANCE

The CONTRACTOR agrees to maintain adequate insurance coverage as described below. In the event the CONTRACTOR is a self-insured organization, different insurance requirements may apply. The CONTRACTOR shall obtain all coverage as may be required by Florida law, including Workers Compensation. Further, the CONTRACTOR shall be insured for vehicle liability and public liability, with limits not less than \$300,000 per person, \$500,000 per occurrence for personal injury, and \$300,000 for property damage coverage. Evidence of all such insurance satisfactory to the DISTRICT shall be furnished prior to beginning operations, and all such insurance policies shall provide for thirty (30) days' notice to the DISTRICT of cancellation or any material change in the terms of the insurance policies.

SECTION 8 – SUBCONTRACTS

- A. The CONTRACTOR shall not subcontract, assign or transfer any work under this Agreement without the written consent of the DISTRICT. Any subcontractors who may be employed by the CONTRACTOR and approved by the DISTRICT must also adhere to all provisions of this Agreement. Subcontractors included in the CONTRACTOR's proposal for this contract are pre-approved for use under any Task Order or Purchase Order.
- B. When applicable the CONTRACTOR shall include the names of subcontractor firms responsible for portions of the work to appear on such work.
- C. The CONTRACTOR agrees to notify the DISTRICT of all subcontracts no less than ten (10) days prior to the effective date of the subcontracts for the purpose of approval by the DISTRICT. The CONTRACTOR agrees to provide the DISTRICT with an executed copy of all subcontracts within ten days after the effective date of the agreement.
- D. The CONTRACTOR agrees to be responsible for the fulfillment of all work elements or arrangements as included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and hold the DISTRICT harmless from any liability or damages arising under or from any subcontract hereunder.

SECTION 9 – TERMINATION OF AGREEMENT

- A. The DISTRICT or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The District's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto. This section does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.
- B. If the CONTRACTOR shall fail to fulfill its obligations in a timely and proper manner under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the DISTRICT shall have the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the CONTRACTOR of such termination and specifying the reason and effective date thereof. The CONTRACTOR shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT because of any breach of the contract, without prejudice to any other rights the DISTRICT may have as a result of such breach.
- C. The DISTRICT or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The DISTRICTS's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto. This section does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.
- D. If the CONTRACTOR shall fail to fulfill its obligations in a timely and proper manner under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the DISTRICT shall have the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the CONTRACTOR of such termination and specifying the reason and effective date thereof. Upon notice of intent to terminate the contract by the DISTRICT, the CONTRACTOR will have a contract resolution period not to exceed 30 days to resolve deficiencies, disputes or other contract issues to the DISTRICT's satisfaction before the contract termination is final. During this resolution period the CONTRACTOR will not initiate any new tasks requiring additional compensation without written approval by the DISTRICT.
- E. The DISTRICT may at any time and for any reason terminate this Agreement at the DISTRICT's convenience. Upon receipt of such notice, the CONRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and procurement for all materials and services in connection with the performance of this Agreement.
- F. The CONTRACTOR shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT because of any breach of the contract including but not limited to the right to consequential or incidental damages.
- G. In the event the DISTRICT terminates this Contract, the CONTRACTOR shall be compensated for work completed as of the date of termination and for any irrevocable commitments for procurement for materials or services made by the CONTRACTOR as of the date of termination. The CONTRACTOR agrees that it will make no such commitments prior to receiving written approval from the DISTRICT.

SECTION 10 – REPORTS REQUIRED

- A. The CONTRACTOR will provide the DISTRICT with any and all survey reports, maps, or other documents resulting from Task Orders and associated detailed SOW and schedule. Unless otherwise specified, all written materials, documents, plans, model results and maps submitted to the DISTRICT in a hard copy format by the CONTRACTOR shall also be provided in an electronic format as specified by the DISTRICT. Surveys, data, diagrams, and other documents shall be submitted in photo-reproducible form, prepared by the CONTRACTOR so as to require a minimum of modification prior to inclusion in a final report.
- B. The CONTRACTOR shall be responsible for the validation of all field analytical data collected by the CONTRACTOR and shall be responsible for the accuracy of all surveys and reports submitted to the DISTRICT.
- C. Survey information and reports submitted by the CONTRACTOR shall be submitted in accordance with the CONTRACTOR's Quality Assurance Plan and review procedures as outlined in the CONTRACTOR's proposal incorporated herein by reference.

SECTION 11 – OWNERSHIP OF DOCUMENTS

All surveys and reports produced and other data gathered by the CONTRACTOR for the purpose of this Agreement shall become the property of the DISTRICT without restriction or limitation upon their use and shall be made available by the CONTRACTOR at any time upon request of the DISTRICT.

SECTION 12 – RELEASE OF INFORMATION

The CONTRACTOR agrees not to divulge any information obtained in connection with the performance of services under this contract to anyone other than the DISTRICT unless authorized in writing by the DISTRICT. All survey information, drawings, specifications, diagrams, reports, documents, etc., furnished by the CONTRACTOR pursuant to this Agreement shall become the sole property of the DISTRICT, and may be subject to disclosure by the DISTRICT under Chapter 119, Florida Statutes. However, the CONTRACTOR shall maintain the confidentiality of the project and all related information unless such confidentiality is waived by the DISTRICT in writing.

SECTION 13 – CHOICE OF LAW/FORUM

- A. The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such actions shall be brought in Leon County, Florida.
- B. Failure to file a protest within the time prescribed in section <u>120.57</u>(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes

SECTION 14 – PUBLIC ENTITY CRIME/DISCRIMINATORY VENDOR LIST

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION 15 – ACCESS TO RECORDS FOR THE PURPOSE OF AUDITS

The CONTRACTOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with consistently applied generally accepted accounting principles. The DISTRICT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three (3) years following completion.

SECTION 16 – PAYMENTS

Payment will be made upon inspection and approval of all deliverables and within 30 days of receipt of an invoice, submitted in sufficient detail for a pre-audit and post-audit review.

SECTION 17 – FINANCIAL CONSEQUENCES

If the CONTRACTOR fails to provide the survey services at the locations and on the dates specified in the Task Order, the District shall have the right to cancel the Task Order, or deduct the portion of unsatisfactory survey services where the work was unsatisfactory. The CONTRACTOR may at the District's discretion, complete the unsatisfactory survey services to the District's satisfaction and receive full payment for the Task Order.

SECTION 18 – AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This agreement, including Attachment A, CONTRACTOR's proposal, DISTRICT's Request for Proposals, and subsequent individual Task Orders and supporting documents, hereby incorporated by reference, makes up the entire Agreement of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation or agreements, either verbal or written between the parties hereto.

IN WITNESS THEREOF, the DISTRICT and the CONTRACTOR have executed this agreement.

Northwest Florida Water Management District Havana, Florida		
Ву:	Ву:	
Brett J. Cyphers Executive Director		
Date:	Date:	

Attachment A

Schedule of Costs

- A. The basis of compensation for each Task Order shall be negotiated and approved by the DISTRICT before work commences. Work completed on a cost reimbursement basis will be compensated using the Schedule of Costs in Attachment A. Task Orders may also be compensated on the basis of a negotiated fixed fee. The reimbursement to the CONTRACTOR for any direct expenses (ODCs) required for completion of a Task Order will be billed at actual cost without mark-up and must be identified and pre-approved by the DISTRICT in the Task Order. All travel expenses shall be in accordance with S.112.061, Florida Statutes and must be pre-approved by the District.
- B. The CONTRACTOR shall be compensated by the District for cost reimbursement tasks as follows:
- 1. Boundary Map and Acreage Certification Projects

	Cost For One Aerial	Cost For Two Aerial
Fiscal Year	Map with Quadrangle	Maps with Quadrangle(s)
2012/13	<u>\$ xxxx.xx</u>	<u>\$ xxxx.xx</u>
2013/14	<u>\$ xxxx.xx</u>	<u>\$ xxxx.xx</u>
2014/15	<u>\$ xxxx.xx</u>	<u>\$ xxxx.xx</u>
2015/16	<u>\$ xxxx.xx</u>	<u>\$ xxxx.xx</u>

Boundary Map/Acreage Certification Requirements:

- a. Contractor will verify and approve the legal description for the subject property. Occasionally the surveyor may be required to write a legal description for a tract. For example, the District purchases only half of the tract as it is described in the latest deed.
- b. Plot all boundaries on digital ortho-quadrangles. The District will require on paper copy of this work at a nominal scale for review, and a single certified paper copy (at a nominal scale, preferably one inch equals 200 feet) and the digital boundary and photographic information as final products.
- c. Provide a defendable estimate of acreage for the parcel relative to the legal description.
- d. Provide an accurate boundary map of the parcel. Suggest using a reproducible U.S. Geological Survey Topographic Map but will consider alternatives with a similar scale.
- e. Plot all easements disclosed in the title work on the digital ortho-quadrangle.

2. Hourly Rate Schedule:

Senior Professional Surveyor	\$xx.xx per hour
Professional Surveyor	\$xx.xx per hour
Survey Party (2 Person)	\$xx.xx per hour
Survey Party (3 Person)	\$xx.xx per hour
Survey Party (4 Person)	\$xx.xx per hour
CADD Operator/Technician	\$xx.xx per hour
Survey Technician	\$xx.xx per hour
Drafter	\$xx.xx per hour
Other personnel	\$xx.xx per hour

Expert Witness Rates: Court Appearance and Depositions Research and Court Preparation

 $\frac{xxxx.xx}{xxx.xx} \text{ per day}$ $\frac{xxx.xx}{xx} \text{ per hour}$

Each of the aforesaid hourly rates shall be multiplied times the respective number of hours required for the assignment as set forth in the specific proposal, for the total fee as set forth in the Task Order for the particular Project. For conferences or appearances in court, the Project SURVEYOR shall be paid the sum of \$1,600 maximum per day, plus travel expenses as provided for in S.112.061, Florida Statutes and specifically authorized by the DISTRICT.



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MEMORANDUM

- TO: Northwest Florida Water Management District Governing Board
- FROM: J. Breck Brannen, General Counsel
- RE: Legal Counsel Report
- DATE: June 26, 2015

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