

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

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

**Thursday
May 8, 2014**

Governing Board Members Present

George Roberts, Chair
Jerry Pate, Vice Chair
John Alter
Gus Andrews
Gary Clark
Jon Costello
Bo Spring

Governing Board Members Absent

Stephanie Bloyd
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 stated that item 10. A. had been added to the agenda.

5. Approval of Minutes for April 10, 2014

MOTIONED BY MR. CLARK, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE THE APRIL 10, 2014, GOVERNING BOARD MEETING MINUTES. MOTION CARRIED.

6. A. Committee Reports and Recommendations for Board Action

Mr. Alter stated that the District Lands Committee met and had the following recommendations:

6. A. 1. Consideration of Agreement with the Florida Fish and Wildlife Conservation Commission for Cooperative Management of the Sand Hill Lakes Mitigation Bank

MOTIONED BY MR. ALTER, SECONDED BY MR. PATE, THAT THE GOVERNING BOARD APPROVE THE PROPOSED AGREEMENT WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, INCLUDING THE FISCAL YEAR 2014-2015 WORK PLAN AND BUDGET, SUBJECT TO APPROVAL OF THE DISTRICT'S FISCAL YEAR 2014-2015 BUDGET IN SEPTEMBER 2014. MOTION CARRIED.

6. A. 2. Consideration of Invitation to Bid 14B-006; Econfina Creek 2014 Sand Pine Timber Sale

MOTIONED BY MR. ALTER, SECONDED BY MR. PATE, THAT THE GOVERNING BOARD APPROVE THE BIDS SUBMITTED IN RESPONSE TO INVITATION TO BID 14B-006, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT FOR THIS TIMBER SALE WITH THE HIGH BIDDER, WHITFIELD TIMBER COMPANY, INC., AT THE BID PRICE OF \$24.15 PER TON. MOTION CARRIED.

6. A. 3. Consideration of Amendment No. 2 to Agreement No. 13-021 for Purchase of Longleaf Pine Tubeling

MOTIONED BY MR. ALTER, SECONDED BY MR. PATE, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO AGREEMENT NO. 13-021 WITH BLANTON'S LONGLEAF CONTAINER NURSERY FOR THE PURCHASE OF 960,300 LONGLEAF PINE TUBELINGS, AT A COST OF \$144,045, SUBJECT TO APPROVAL OF FUNDS FOR THE LONGLEAF TUBELINGS IN THE DISTRICT'S FISCAL YEAR 2014-2015 BUDGET IN SEPTEMBER. 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.

MOTIONED BY MR. CLARK, SECONDED BY MR. COSTELLO, 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.

7. B. Public Hearing on Consideration of Land Acquisition Matters

Chair Roberts called the Public Hearing to order at 1:10 p.m., ET.

MOTIONED BY MR. PATE, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD DETERMINE THAT THE 1.416 ACRES REQUIRED FOR THE INTAKE SITE ARE NOT REQUIRED FOR DISTRICT CONSERVATION PURPOSES BUT INSTEAD ARE BEST USED FOR DISTRICT WATER SUPPLY AND UTILIZATION PURPOSES AND DONATE THE ACREAGE TO BAY COUNTY FOR AN ALTERNATE WATER SUPPLY SITE PURSUANT TO CHAPTER 373.056, FLORIDA STATUTES, AND CHOOSE NOT TO RESERVE THE INTEREST IN THE PROPERTY'S PHOSPHATE, MINERALS, METALS AND PETROLEUM. MOTION CARRIED.

MOTIONED BY MR. PATE, SECONDED BY MR. ALTER, THAT THE GOVERNING BOARD DETERMINE THAT THE UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AREAS ARE NOT REQUIRED FOR DISTRICT CONSERVATION PURPOSES BUT INSTEAD ARE BEST USED, IN CONJUNCTION WITH THE 1.416 ACRES REFERENCED IN RECOMMENDATION 1 ABOVE, FOR DISTRICT WATER SUPPLY AND UTILIZATION PURPOSES AND GRANT THE UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO BAY COUNTY. MOTION CARRIED.

8. A. Consent Business Agenda

MOTIONED BY MR. CLARK, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORT AND SCHEDULE OF DISBURSEMENTS FOR THE MONTH OF MARCH 2014. MOTION CARRIED.

8. B. Consideration of Resolution No. 786 Amending the Fiscal Year 2013-2014 Budget (Amendments No. 3, 4, 5, and 6)

MOTIONED BY MR. CLARK, SECONDED BY MR. PATE, THAT THE GOVERNING BOARD APPROVE RESOLUTION NO. 786, AMENDING THE FISCAL YEAR 2013-2014 BUDGET AND ALLOWING STAFF TO REALIGN REVENUES AND RESERVES TO MAINTAIN THE PROPER BALANCE IN EACH FUND. MOTION CARRIED.

8. C. Consideration of Grant Agreement with the City of Mexico Beach for Stormwater Retrofit Projects in St. Andrew Bay Watershed

MOTIONED BY MR. ALTER, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF MEXICO BEACH TO PROVIDE UP TO \$427,815 IN DISTRICT GRANT FUNDING FOR STORMWATER RETROFIT PROJECTS TO IMPROVE WATER QUALITY IN THE ST. ANDREW BAY WATERSHED. MOTION CARRIED.

8. D. Consideration of Grant Agreement with the City of Carrabelle for the Marine Street Stormwater Retrofit Project

MOTIONED BY MR. ALTER, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF CARRABELLE TO PROVIDE UP TO \$462,000 IN GRANT FUNDING FOR IMPLEMENTATION OF THE MARINE STREET STORMWATER RETROFIT PROJECT. MOTION CARRIED.

8. E. Consideration of a Requisition for the Florida Geological Survey to Perform Well Construction and Geophysical Logging to Support Minimum Flows and Levels Development

MOTIONED BY MR. COSTELLO, SECONDED BY MR. SPRING, THAT THE GOVERNING BOARD APPROVE A REQUISITION IN THE AMOUNT OF \$71,160.36 FOR THE FLORIDA GEOLOGICAL SURVEY (FGS) TO PERFORM WELL CONSTRUCTION AND GEOPHYSICAL LOGGING SERVICES TO SUPPORT MINIMUM FLOWS AND LEVELS (MFLS) DEVELOPMENT FOR THE ST. MARKS RIVER RISE, SALLY WARD SPRING AND WAKULLA SPRINGS. MOTION CARRIED.

8. F. Consideration of Requisition for Additional Tasks in the Development of the Apalachicola Bay Hydrodynamic Model

MOTIONED BY MR. ALTER, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER 5 WITH INTERA, INC., IN THE AMOUNT OF \$76,670, FOR THE NEXT PHASE OF TASKS ASSOCIATED WITH THE DEVELOPMENT OF THE NEW HYDRODYNAMIC MODEL OF APALACHICOLA BAY. MOTION CARRIED.

9. Legal Counsel Report

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

10. A. Legislative Update

Ms. Katie Kelly presented the legislative update and informed the Board that the material had been provided for informational purposes only.

Meeting was adjourned at 2:05 p.m., ET.

Chair

June 12, 2014

Date

Executive Director

Agency Clerk

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

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

Thursday
June 12, 2014
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

A. Permit Modification & Renewals

A-1- Applicant: Destin Water Users, Inc.
App. No.: I07463
Location: Permit Area A; Okaloosa County; Water Resource Caution Area
Use: Landscape Irrigation, Aquifer Storage and Recovery
Capacity: 1,660 gallons per minute
Purpose: Applicant has applied for renewal of Individual Water Use
Permit No. 20000068 with no change in the permitted
withdrawal amounts.

Facilities: Modification of Current Facility

Withdrawal Amounts Gallons:	Permitted	Recommended
Annual Average Daily	1,120,000	1,060,000
Maximum Daily	2,450,000	2,390,000
Maximum Monthly	75,900,000	74,100,000

Duration Recommended: 5 Years

B. Temporary Permits

Temporary Permits Granted By Executive Director Awaiting Final Agency Action on Consumptive Use Permit Application

B-1 Applicant: VanLandingham Farms, Inc.
App. No.: I07456
Location: Permit Area A, Gadsden County
Use: Agricultural Irrigation
Facilities: Same as Previous Permit
Source: Tallahassee Creek

Withdrawal Amounts Gallons:	Authorized
Annual Average Daily	67,000
Maximum Daily	256,000
Maximum Monthly	6,270,000

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

STAFF REPORT

TO: Governing Board

FROM: Division of Regulatory Services

DATE: May 15, 2014

SUBJECT: Request for Modification and Renewal of Individual Water Use Permit No. 20000068
Individual Water Use Permit Application No. I07463

Applicant: Destin Water Users, Inc.

Location: George W. French Waste Water Treatment Facility
14 Industrial Park Lane, Destin
Okaloosa County; Permit Area A; Water Resource Caution Area
Sections 19, 20, 29 and 30; Township 2 South; Range 22 West

Use: Landscape Irrigation and Aquifer Storage and Recovery

Water Source: Sand-and-Gravel aquifer (Reclaimed Water Aquifer Storage and Recovery)

Facilities: See Attachment I

Withdrawal Capacity: 1,660 gallons per minute; 2,390,400 gallons per day

Groundwater Withdrawal Information:

Water Use Totals	Permitted	Requested	Use*	Recommended
Average Day (gpd)	1,120,000	1,120,000	9,624	1,060,000
Maximum Day (gpd)	2,450,000	2,450,000	200,407	2,390,000
Maximum Month (gal)	75,900,000	75,900,000	1,702,590	74,100,000

* 2011 reported withdrawal rates

Staff Evaluation:

Destin Water Users, Inc. (DWU) is requesting modification and renewal of Individual Water Use Permit (IWUP) No. 20000068 for continued authorization of groundwater withdrawals from the Sand-and-Gravel aquifer for landscape irrigation on site and the use of reclaimed water for Aquifer Storage and Recovery (ASR). The permit modification consists of the construction of two additional monitor wells. DWU provides public access reclaimed water to customers for the use of landscape and golf course irrigation. DWU's ASR system injects reclaimed water into the main producing zone of the Sand-and-Gravel aquifer when there is a surplus and withdraws water when demand is greater than production from the treatment plant. The Permittee has consistently submitted pumpage reports, water level and water quality data after the due date.

DWU's ASR permit granted by the Florida Department of Environmental Protection (FDEP) authorizes an annual average daily flow of 2.125 million gallons and requires that withdrawal amounts not exceed injection amounts during a given storage/recovery cycle. Staff estimated average daily rate of withdrawal based on a water balance which assumed that the amount of injection and withdrawal would be equal in any given year. Recommended average daily rate was determined by dividing the FDEP permitted annual

average daily flow in half. The recommended maximum daily and maximum monthly rates of withdrawal are equal to the system capacity for one day and 31 days, respectively.

Staff used the program DRAWDOWN to estimate potential impacts to the Sand-and-Gravel aquifer from the staff recommended withdrawals at the average daily and maximum daily rates. Simulated drawdowns associated with 5 years of pumping at the recommended average daily rate are approximately 20 feet and 17 feet at distances of one-half and one mile, respectively, from the center of pumping. Simulated drawdowns associated with 31 days of pumping at the recommended maximum daily rate are approximately 25 feet and 18 feet at distances of one-half and one mile, respectively, from the center of pumping.

The drawdowns in the Sand-and-Gravel aquifer, as simulated by DRAWDOWN, will be mitigated by the artificial recharge of the aquifer from the injection of reclaimed water from the ASR wells. Since the ASR permit for DWU issued by FDEP does not allow for withdrawals to exceed injections, it is not anticipated that drawdowns associated with the long-term operation of DWU's ASR system will occur.

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.

Staff recommends that the applicant be granted an Individual Water Use Permit for an annual average daily withdrawal of 1,060,000 gallons, a maximum daily withdrawal of 2,390,000 gallons, and a maximum monthly withdrawal of 74,100,000 gallons. Staff also recommends that the permit's expiration date be June 1, 2019, and that the permit be conditioned as per the terms and Standard Conditions of the permit document and the following Specific Conditions:

1. The Permittee shall include the Individual Water Use Permit number and shall reference each well by its Florida Unique Identification Number (e.g AAM6231 for ASR #1) on all submittals when corresponding with the District.
2. The Permittee shall properly maintain an in-line totaling flow meter at each of the following well heads: ASR #1; ASR #2; ASR #3; ASR #4; ASR #5; ASR #6; and ASR #7. The Permittee shall ensure that the meters are configured to allow reporting of injection and withdrawal amounts discretely.
3. The Permittee, for Storage Injection, shall properly record the data required on the Water Use Summary Reporting Form NFWFMD A2-I for each injection/production well and shall submit copies to the District 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 e-mailing it to compliance@nwfwmd.state.fl.us.

The Permittee, for Recovery Withdrawal, shall properly record the data required on the Water Use Summary Reporting Form NFWFMD A2-I for each injection/production well and shall submit copies to the District 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 e-mailing it to compliance@nwfwmd.state.fl.us.

4. The Permittee, at no time, shall withdraw more water than is injected within any 18 month period.

5. The Permittee, by April 30, July 31, October 31, and January 31, shall submit to the District:
 - a) Static water levels taken from each monitor well within the first two weeks of each month, during the previous three months.
 - b) Water quality analysis taken from each production well within the first two weeks of each month, during the previous three months.

The Permittee, for their convenience, is authorized to submit to the District copies of all reporting required by the Florida Department of Environmental Protection (FDEP) Domestic Wastewater Facility Permit FLA010194 and Underground Injection Control Facility Permit 0221642-006-UC upon the dates specified in the FDEP permits. These submittals will be accepted in lieu of the above water level and water quality data as long as the sampling and reporting frequencies of the FDEP permit are more stringent than those included in this condition.

6. The Permittee shall maintain rain sensing devices that will override any automatic irrigation system when adequate rainfall occurs or soil moisture is adequate.
7. The Permittee shall routinely evaluate the efficiency of each of its irrigation units and undertake necessary maintenance, repairs and upgrades to provide for the proper efficiency of its equipment. The Permittee shall operate its irrigation system to prevent wasteful runoff from the property associated with irrigation activity.
8. The Permittee shall equip all wells and irrigation systems with anti-siphoning devices if chemicals are to be applied through the irrigation system.
9. The Permittee shall use Florida Friendly landscape techniques, such as utilizing drought-tolerant vegetation, when designing or modifying the landscape.
10. The Permittee shall mitigate impacts that interfere with existing legal users of Sand-and-Gravel groundwater. Mitigation may include modification of the Permittee's pumping schedule (i.e., duration, withdrawal rates, time of day, etc.), the lowering of the affected pump(s) or the replacement of the well(s) including proper plugging and abandonment of the well(s) that is replaced. The Permittee, upon receipt of an allegation of interference, shall retain the services of an appropriate licensed professional to investigate the alleged interference. The Permittee shall ensure their chosen professional investigates any alleged interference within 48 hours of the allegation being made and provides the conclusions of the investigation to the entity alleging the impact within 72 hours of the allegation being made. If it is determined that the use of a well has been impaired as a result of the Permittee's operation, the Permittee shall undertake the required mitigation. The Permittee shall be responsible for the payment of services rendered by the licensed professional. The Permittee, within 30 days of any allegation of interference, shall submit a report to the District including the date of the allegation, the name and contact information of the party making the allegation, the result of the investigation made and any mitigation action undertaken.

Attachment I – Facilities

Well	FLUWID	Diameter (inches)	Total Depth (feet)	Cased Depth (feet)	Capacity (gpm)	Use	Well Status
ASR #1	AAM6231	8	166	116	120	Aquifer Storage and Recovery	Existing
ASR #2	AAN5645	16	168	108	250	Aquifer Storage and Recovery	Existing
ASR #3	AAN5646	16	158	108	250	Aquifer Storage and Recovery	Existing
ASR #4	AAN5647	16	160	110	250	Aquifer Storage and Recovery	Existing
ASR #5	AAN5648	16	160	110	250	Aquifer Storage and Recovery	Existing
ASR #6	AAN5649	16	160	110	250	Aquifer Storage and Recovery	Existing
ASR #7	AAN5650	16	160	110	250	Aquifer Storage and Recovery	Existing
SMW #1	AAM6267	4	35	25	---	Monitor	Existing
SMW #2	---	4	35	25	---	Monitor	Existing
SZMW #1	AAM6275	4	150	110	---	Monitor	Existing
SZMW #2	AAB2479	6	140	110	---	Monitor	Existing
SZMW #3	---	4	160	110	---	Monitor	Existing
SZMW #4	---	4	160	110	---	Monitor	Existing
SZMW #5	---	4	160	110	---	Monitor	Proposed
SZMW #6	---	4	160	110	---	Monitor	Proposed
LA #1	AAP1537	4	40	20	20	Irrigation	Existing
LA #2	AAP1538	4	40	20	20	Irrigation	Existing

PERMIT MAILOUT ENCLOSURES: WATER USE SUMMARY REPORTING FORM, NFWMD Form A2-I
 FLORIDA FRIENDLY LANDSCAPE BROCHURE
 CONSERVATION PAMPHLETS



Jonathan P. Steverson
Executive Director

Northwest Florida Water Management District

152 Water Management Drive, Havana, Florida 32333-4712

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

(850) 539-5999 • (Fax) 539-2693

TEMPORARY WATER USE PERMIT

1. Pursuant to Section 40A-2.441, Florida Administrative Code, this Temporary Water Use Permit is granted to facilitate activities listed herein while an application for an Individual Water Use Permit is pending.
2. This Temporary Water Use Permit is valid through the date of the next Governing Board meeting and may be extended by the Governing Board at that time.
3. The issuance of this Temporary Water Use Permit shall not in any way be construed as a commitment to issue a water use permit.
4. The issuance of this Temporary Water Use Permit does not disclaim or discharge any rights or responsibilities of the Northwest Florida Water Management District as they relate to the completeness review of the application, requests for additional information, the review of the consumptive use application and the approval, conditional approval, or denial of the proposed water use(s) identified in the application as authorized by sections 40A-2.041, 40A-2.301, or any other provision of Chapter 40A-2, Florida Administrative Code.

Applicant: VanLandingham Farms, Inc.
2618 Bristol Highway
Quincy, Florida 32351


Water Use Category(ies).....Agricultural Irrigation
Water Use Location.....Tallahassee Creek
Permit AreaA
Average Daily Withdrawal.....67,000 Gallons per Day
Maximum Daily Withdrawal.....256,000 Gallons per Day
Maximum Monthly Withdrawal...6,270,000 Gallons per Month

Temporary Permit No.: 1511

CUP Application No.: 107456

Pending WUP No.: 19910005

Intake No.	Florida Unique ID	Diameter (inches)	Pump Horsepower	Pump Capacity (gpm)	Status
HVL #1	AAD8571	6	40	500	Existing


Jonathan P. Steverson,
Executive Director

04/08/2014
Date

Specific Conditions: See Attachment

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

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending April 30, 2014

Balance Forward - Operating Funds		\$70,725,993.06	
Operating Funds Received in current month:			
Revenue Receipts, Current	\$358,110.39		
Contracts Receivable	65,727.38		
Other Deposits/Refunds/Adjustments	10,559.33		
Transfers from Lands Accounts	0.00		
Total Deposits during month		<u>434,397.10</u>	
Total Deposits and Balance Forward			\$ 71,160,390.16
Disbursements:			
Employee Salaries	406,516.67		
Employee Benefits	83,147.84		
Employee Flexible Spending Account	0.00		
Contractual Services (Professional)	112,577.35		
Operating Expenses - Services	110,977.55		
Operating Expenses - Commodities	15,898.89		
Operating Capital Outlay	20,913.72		
Grants and Aids	56,500.00		
Total Operating Expenses during month		<u>806,532.02</u>	
Payables, Prior Year	0.00		
Other Disbursements or (Credits)	253.38		
Total Funds Disbursed by check during month		<u>806,785.40</u>	
Bank Debits (Fees, Deposit Slips, etc.)	123.70		
Transfer to Land Acquisition Account	0.00		
Total Funds Disbursed			<u>806,909.10</u>
Cash Balance Operating Funds at month end			\$ 70,353,481.06
Operating Depositories:			
Petty Cash Fund	250.25		
General Fund Checking @ 0.2%	800,389.05		
Payroll Account	6,906.83		
Pensacola Account	320.00		
Investment Accounts @ 0.16%			
General Fund	31,657,727.54		
Lands Fee Fund	8,903,426.20		
SWIM Fund	5,480,000.23		
ETDM	2,599.28		
Water Prot. & Sust. TF	5,459,616.42		
Mitigation Fund	17,729,492.01		
Deposits - Fund B	312,753.25		
Total Operating Depositories at month end			\$ 70,353,481.06

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending April 30, 2014

Land Acquisition Funds @ 0.16%	\$ 643,514.62	
Deposits - Fund B	<u>17,889.67</u>	
Total Land Acquisition Funds		661,404.29
Restricted Land Management Funds:		
Phipps Land Mgmt @ 0.16%	204,672.24	
Deposits - Fund B	<u>2,239.50</u>	
Total Land Management Funds		206,911.74
Total Land Acquisition and Restricted Land Management Funds		<u>868,316.03</u>
TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		<u><u>\$ 71,221,797.09</u></u>

Approved: _____
Chairman or Executive Director

Date: June 12, 2014

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending April 30, 2014
(Unaudited)

	Current Budget	Actuals Through 4/30/2014	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 3,329,001	\$ 2,917,140	\$ (411,861)	88%
Intergovernmental Revenues	25,095,326	1,544,047	(23,551,279)	6%
Interest on Invested Funds	130,830	58,392	(72,438)	45%
License and Permit Fees	350,250	180,800	(169,450)	52%
Other	2,323,050	840,126	(1,482,924)	36%
Fund Balance	44,814,099		(44,814,099)	0%
Total Sources	\$ 76,042,556	\$ 5,540,505	\$ (70,502,051)	7%

	Current Budget	Expenditures	Encumbrances¹	Available Budget	%Expended	%Obligated²
Uses						
Water Resources Planning and Monitoring	\$ 5,944,129	\$ 1,610,228	\$ 57,431	\$ 4,276,471	27%	28%
Acquisition, Restoration and Public Works	31,405,465	1,031,188	152,536	30,221,740	3%	4%
Operation and Maintenance of Lands and Works	3,607,836	1,384,373	193,659	2,029,805	38%	44%
Regulation	3,965,332	1,841,874	56,544	2,066,915	46%	48%
Outreach	168,044	77,611	193	90,240	46%	46%
Management and Administration	2,845,211	1,329,556	50,107	1,465,548	47%	48%
Total Uses	\$ 47,936,017	\$ 7,274,829	\$ 510,470	\$ 40,150,718	15%	16%
Reserves	28,106,539			28,106,539	0%	0%
Total Uses and Reserves	\$ 76,042,556	\$ 7,274,829	\$ 510,470	\$ 68,257,257	10%	10%

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 April 30, 2014, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

APRIL 2014

CHECKS	4/3/2014	97,835.42
AP EFT CHECKS	4/4/2014	734.29
CHECKS	4/9/2014	89,132.56
AP EFT CHECKS	4/11/2014	107.69
CHECKS	4/17/2014	108,029.69
CHECKS	4/24/2014	20,041.78
AP EFT CHECKS	4/25/2014	1,239.46
RETIREMENT		51,255.99
		\$ <u><u>368,376.88</u></u>

Chairman or Executive Director

June 12, 2014
Date

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
5101	JAMES F AKERS	8,100.00	04/03/2014	NWFWMD WEB SITE
4812	ALL AMERICAN RENTALS, INC.	140.00	04/03/2014	PORTABLE TOILETS
4812	ALL AMERICAN RENTALS, INC.	140.00	04/03/2014	PORTABLE TOILETS
5109	RODNEY BARRIOS PAINTING LLC	3,000.00	04/03/2014	PAINT HEADQUATERS BUILDING
3269	CDW GOVERNMENT, INC.	2,476.00	04/03/2014	LTO TAPES
3269	CDW GOVERNMENT, INC.	(132.86)	04/03/2014	CREDIT FOR RETURNED ADAPTER
3269	CDW GOVERNMENT, INC.	(87.30)	04/03/2014	CREDIT FOR RETURN OF ADAPTERS
3269	CDW GOVERNMENT, INC.	132.86	04/03/2014	WIRELESS ADAPTERS FOR TV's IN
3269	CDW GOVERNMENT, INC.	1,441.40	04/03/2014	WIRELESS ADAPTERS FOR TV's IN
3269	CDW GOVERNMENT, INC.	446.00	04/03/2014	GARMIN GPS FOR GIS/ UPS FOR IT
3269	CDW GOVERNMENT, INC.	53.96	04/03/2014	VIDEO CARDS & HDMI CABLES FOR
3538	CITY OF APALACHICOLA	27,000.00	04/03/2014	BATTERY PARK BASIN STORMWATER
5095	CITY OF MONTICELLO	29,500.00	04/03/2014	U HWY 19 WATER LINE EXTENSION
3904	DADE PAPER & BAG COMPANY	116.70	04/03/2014	RECREATION SITE AND OFFICE SUP
3461	DANIELS JANITORIAL SERVICE	750.00	04/03/2014	JANITORIAL SERVICES FOR CRESTV
4264	DELL SECUREWORKS	1,798.88	04/03/2014	NETWORK PENETRATION TESTING
4264	DELL SECUREWORKS	3,978.00	04/03/2014	NETWORK PENETRATION TESTING
45	DMS	144.00	04/03/2014	WEB SERVER
45	DMS	28.18	04/03/2014	WEB SERVER
45	DMS	112.55	04/03/2014	MFO PHONE
1546	THE FLORIDA LEGISLATURE	30.00	04/03/2014	LOBBYIST REGISTRATION K KELLY
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	30.00	04/03/2014	MONITORING FOR CRESTVIEW
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	735.90	04/03/2014	POLYETHYLENE TUBING
3282	W.W. GRAINGER, INC.	55.07	04/03/2014	STATION INSTALLATION SUPPLIES
3282	W.W. GRAINGER, INC.	24.80	04/03/2014	TOOLS FOR EQUIPMENT MAINT.
3282	W.W. GRAINGER, INC.	508.95	04/03/2014	PROTECTIVE GLOVES
1919	GREENSOUTH EQUIPMENT, INC.	1,619.13	04/03/2014	DIAGNOSTIC FEE FOR REPAIRS ON
4921	JACKSON COUNTY UTILITIES	29.00	04/03/2014	MFO WATER
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	210.79	04/03/2014	ADMIN COPIER LEASE
5096	LISA KIMBERLY POOLE	8,100.00	04/03/2014	MICROSOFT SHAREPOINT IMPLEMENT
4081	TSWS, INC.	1,382.50	04/03/2014	PORTABLE TOILETS
4793	SYMANTEC CORPORATION	995.00	04/03/2014	EPERMITTING SSL CERTIFICATE
5102	TEKSYSTEMS	1,391.25	04/03/2014	TEKSYSTEMS HELP DESK STAFFING

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

2808	THAT BOOT STORE	150.00	04/03/2014	SAFETY BOOTS FOR PRESCRIBED BU
3711	US POSTAL SERVICE-HASLER	3,000.00	04/03/2014	REPLENISH HEADQUARTERS POSTAGE
4557	VERIZON WIRELESS	282.50	04/03/2014	EMPLOYEE CELL PHONES
424	WALTON COUNTY TAX COLLECTOR	2.32	04/03/2014	REFUND OF TAXES
4626	WASTE PRO OF FLORIDA, INC	149.84	04/03/2014	SOLID WASTE HQ
TOTAL CHECKS		<u>97,835.42</u>		
4961	PETER FOLLAND	200.00	04/04/2014	EMPLOYEE TRAVEL
1095	TYLER MACMILLAN	110.00	04/04/2014	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	264.29	04/04/2014	EMPLOYEE TRAVEL
4642	COAKLEY TAYLOR	160.00	04/04/2014	EMPLOYEE TRAVEL
TOTAL ACH TRANSFER		<u>734.29</u>		
TOTAL AP		<u><u>98,569.71</u></u>		

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
5132	MAP HOLDINGS, INC.	675.00	04/09/2014	RADIATOR FOR INTERNATIONAL ROL
4450	GREGORY MONROE BARRY	127.10	04/09/2014	BATTERY FOR PRESCRIBED BURN FU
3269	CDW GOVERNMENT, INC.	192.02	04/09/2014	VIDEO CARDS & HDMI CABLES FOR
771	CITY OF MARIANNA	34.43	04/09/2014	MFO WATER & SEWER
4061	BRIAN WILLIAM TAYLOR	80.00	04/09/2014	LAWNCARE-MARIANNA
1948	DELL MARKETING L.P.	2,605.17	04/09/2014	SERVER REPLACEMENT FOR ECONFIN
45	DMS	1,249.24	04/09/2014	PHONE - CARR
45	DMS	1,310.50	04/09/2014	CFO PHONE
45	DMS	16,265.17	04/09/2014	3RD QTR RENT - CARR
45	DMS	16,265.17	04/09/2014	4TH QTR RENT - CARR
4748	EAST MILTON WATER SYSTEM	11.30	04/09/2014	MILTON WATER
20	EXECUTIVE OFFICE FURNITURE, INC	80.00	04/09/2014	FILE RODS TO GO INSIDE FILING
2702	FISH AND WILDLIFE	2,837.13	04/09/2014	LAW ENFORCEMENT/SECURITY SERVI
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	71.63	04/09/2014	FAR NOTICE FINAL ORDER 14-002
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	46.36	04/09/2014	LEGAL/FAR AD FOR APRIL 2014
839	FORESTRY SUPPLIERS, INC.	464.70	04/09/2014	STAFF GAUGES AND WELL PLUGS
349	GADSDEN COUNTY PROPERTY APPRAISER	428.80	04/09/2014	2ND QTR PYMNT 13-14
349	GADSDEN COUNTY PROPERTY APPRAISER	428.80	04/09/2014	3RD QTR PTMNT 13-14
916	GULF POWER COMPANY	627.62	04/09/2014	ELEC. CFO
916	GULF POWER COMPANY	495.02	04/09/2014	MILTON ELEC
5023	GUTTERHAWK, INC	1,000.00	04/09/2014	GUTTERS FOR HEADQUARTERS
4607	MAIL FINANCE INC	93.61	04/09/2014	POSTAGE METER LEASE AGREEMENT-
5136	KEVIN R. HAYES	104.75	04/09/2014	EMPLOYEE TRAVEL
3942	A & W VENTURES, L.C.	151.34	04/09/2014	PORTABLE TOILET FOR PHIPPS PAR
4660	HUB CITY FORD	190.00	04/09/2014	REPAIR TO WMD 2432, FORD FUSIO
2268	INNOVATIVE OFFICE SOLUTIONS, INC	918.00	04/09/2014	CNT 07-037 MAINTENANCE
3193	INSURANCE INFORMATION EXCHANGE	37.45	04/09/2014	BACKGROUND INVESTIGATIONS
3921	KOUNTRY RENTAL, INC.	207.50	04/09/2014	CLEAN BOTH ECONFINA OFFICES
3921	KOUNTRY RENTAL, INC.	4,163.00	04/09/2014	RENTAL AND SERVICE OF PORTABLE
76	LEON COUNTY PROPERTY APPRAISER	2,289.20	04/09/2014	3RD QTR PYMNT 13-14
2299	LIBERTY COUNTY SOLID WASTE	28.00	04/09/2014	SOLID WASTE FL RIVER
3266	LOWE'S COMPANIES INC.	938.82	04/09/2014	GENERAL SUPPLIES
3266	LOWE'S COMPANIES INC.	382.78	04/09/2014	RENOVATION TO SM. MEETING ROOM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

3266	LOWE'S COMPANIES INC.	39.84	04/09/2014	AMDRO ANT POISON FOR PHIPPS PA
5135	LUTHERAN SERVICES FLORIDA, INC.	240.00	04/09/2014	FUNDED WELL ABANDONMENT
1205	OFFICE DEPOT, INC.	70.70	04/09/2014	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	2.49	04/09/2014	OFFICE SUPPLIES
288	OKALOOSA CO. PROPERTY APPRAISER	2,221.13	04/09/2014	3RD QTR PYMNT 13-14
3813	PENNINGTON, P.A.	14,700.00	04/09/2014	LEGAL FEES
3813	PENNINGTON, P.A.	125.00	04/09/2014	TITLE SEARCH/EXAM IN THE FORM
3813	PENNINGTON, P.A.	150.00	04/09/2014	TITLE EXAM FOR 0.4-ACRE SURPLU
71	PETTY CASH	97.78	04/09/2014	PETTY CASH
4074	PREBLE-RISH, INC.	250.00	04/09/2014	REFUND FOR ERP APPLICATION #23
1180	PRIDE ENTERPRISES	569.78	04/09/2014	LOAD TICKETS
4136	RICOH AMERICAS CORPORATION	295.38	04/09/2014	RICOH COPIER
4136	RICOH AMERICAS CORPORATION	59.78	04/09/2014	MAINTENANCE AGREEMENTS
3768	SMITH TRACTOR CO, INC	256.03	04/09/2014	PARTS FOR JOHN DEERE GATOR AT
4799	STAPLES CONTRACT & COMMERCIAL, INC.	193.51	04/09/2014	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	508.80	04/09/2014	TABLES FOR NEW CONFERENCE ROOM
110	TALQUIN ELECTRIC COOPERATIVE, INC.	3,618.86	04/09/2014	HQ UTILITIES
110	TALQUIN ELECTRIC COOPERATIVE, INC.	117.45	04/09/2014	WATER HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	82.00	04/09/2014	SECURITY LIGHTS HQ
5102	TEKSYSTEMS	1,400.00	04/09/2014	TEKSYSTEMS HELP DESK STAFFING
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	3,930.00	04/09/2014	PUBLIC RECREATION SITE CLEAN U
4289	TRI STATE EMPLOYMENT SERVICE, INC.	147.81	04/09/2014	TEMP SERVICES
4289	TRI STATE EMPLOYMENT SERVICE, INC.	182.19	04/09/2014	TEMP SERVICES
4289	TRI STATE EMPLOYMENT SERVICE, INC.	326.56	04/09/2014	TEMP SERVICES
4557	VERIZON WIRELESS	715.40	04/09/2014	AIRCARDS/BLACKBERRY'S
75	WALTON COUNTY PROPERTY APPRAISER	1,614.40	04/09/2014	3RD QTR PYMNT 13-14
4968	WANTMAN GROUP, INC.	1,940.00	04/09/2014	SURVEY
1305	WASTE MANAGEMENT - LEON COUNTY, INC	140.00	04/09/2014	SOLID WASTE EFO
1305	WASTE MANAGEMENT - LEON COUNTY, INC	54.31	04/09/2014	SOLID WASTE MFO
5015	WESTON TRAWICK, INC.	118.75	04/09/2014	REPAIR OUTLET AT FRONT DESK
4774	JOHN T WILLIAMSON	165.00	04/09/2014	JANITORIAL SERVICES FOR THE WF

TOTAL CHECKS**89,132.56**

4934	JON STEVERSON	107.69	04/11/2014	GAS REIMBURSEMENT
	TOTAL ACH TRANSFER	<u>107.69</u>		
	TOTAL AP	<u><u>89,240.25</u></u>		

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
5101	JAMES F AKERS	5,325.00	04/17/2014	NWFWMD WEB SITE
4923	JOHN ALTER	61.41	04/17/2014	BOARD TRAVEL
2967	BANK OF AMERICA	772.43	04/17/2014	P CARD PURCHASES
5109	RODNEY BARRIOS PAINTING LLC	2,400.00	04/17/2014	PAINT HEADQUARTERS BUILDING
3164	STEPHANIE BLOYD	104.13	04/17/2014	BOARD TRAVEL
3269	CDW GOVERNMENT, INC.	3,600.00	04/17/2014	WEBSense RENEWAL
3269	CDW GOVERNMENT, INC.	14.69	04/17/2014	MEDIA CARD
3269	CDW GOVERNMENT, INC.	26.88	04/17/2014	AUDIO CABLES, AUDIO ADAPTER FO
4654	CERIDIAN BENEFITS SERVICES, INC	125.00	04/17/2014	ADMIN FEES FOR FSA
4991	GARY CLARK	65.86	04/17/2014	BOARD TRAVEL
5137	CODAGENX, LLC	270.00	04/17/2014	NEW NETWORKING SWITCHOVER
1948	DELL MARKETING L.P.	3,721.24	04/17/2014	DELL EQUALLOGIC SERVICE RENEWA
1948	DELL MARKETING L.P.	11,312.88	04/17/2014	SUPPORT RENEWAL FOR DELL NETWO
3424	DURRA-QUICK-PRINT INC.	60.00	04/17/2014	BUSINESS CARDS
3424	DURRA-QUICK-PRINT INC.	15.00	04/17/2014	BUSINESS CARDS
4855	ENVIRON SERVICES INCORPORATED	1,552.00	04/17/2014	ENVIRON SERVICES-HQ JANITORIAL
2702	FISH AND WILDLIFE	23,832.45	04/17/2014	COOP MGMT-SAND HILL LAKES MITI
4479	FONDRIEST ENVIRONMENTAL	656.60	04/17/2014	HYDROLOGIC DATALOGGER RENTAL
4479	FONDRIEST ENVIRONMENTAL	84.47	04/17/2014	WADING ROD PARTS
839	FORESTRY SUPPLIERS, INC.	126.25	04/17/2014	FIELD SUPPLIES
65	GADSDEN COUNTY TIMES	41.12	04/17/2014	LEGAL AD
4042	GGI, LLC, DBA GENESIS GROUP	15,744.57	04/17/2014	CNT 06-068 TASK #15
410	GULF COUNTY TAX COLLECTOR	0.57	04/17/2014	REFUND OF TAXES
4607	MAIL FINANCE INC	126.00	04/17/2014	MAILING SYSTEM LEASE FOR CARR,
3003	HAVANA FORD, INC.	50.98	04/17/2014	FLEET SERVICES
3003	HAVANA FORD, INC.	33.65	04/17/2014	FLEET SERVICES
2969	INTEROCEAN SYSTEMS, INC.	7,246.00	04/17/2014	INTEROCEAN S4 METER REPAIR - S
2969	INTEROCEAN SYSTEMS, INC.	750.00	04/17/2014	INTEROCEAN S4 METER MAINTENANC
5129	J&L EQUIPMENT REPAIR INC	2,536.45	04/17/2014	DIAGNOSIS OF TRANSMISSION/SHIF
61	JACKSON COUNTY FLORIDAN	85.00	04/17/2014	LEGAL AD
4946	ULYSSES D. JENKINS	75.00	04/17/2014	SECURITY FOR GOVERNING BOARD M
4952	LAW, REDD, CRONA & MUNROE, P.A.	1,742.50	04/17/2014	INTERNAL AUDIT SERVICES CNT 13-009
3266	LOWE'S COMPANIES INC.	159.57	04/17/2014	EXIT DOOR FOR IT BUILDING

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

3266	LOWE'S COMPANIES INC.	727.36	04/17/2014	MATERIALS,TOOLS AND SUPPLYS FO
3266	LOWE'S COMPANIES INC.	177.63	04/17/2014	AIR COMPRESSOR FOR SHOP USE
3266	LOWE'S COMPANIES INC.	12.32	04/17/2014	AA BATTERIES
3266	LOWE'S COMPANIES INC.	83.44	04/17/2014	DISPOSABLE SHOP TOWELS
3266	LOWE'S COMPANIES INC.	210.83	04/17/2014	TOOLS FOR SHOP
3266	LOWE'S COMPANIES INC.	540.55	04/17/2014	TABLE SAW FOR SHOP-HQ
4928	NORTH FLORIDA SOD, INC.	575.00	04/17/2014	PITT SPRING COMPLEX SOD FOR ER
64	PANAMA CITY NEWS HERALD	278.80	04/17/2014	LEGAL AD TO RUN ONE TIME ONLY
64	PANAMA CITY NEWS HERALD	255.92	04/17/2014	LEGAL AD FOR ITB-14B-005
64	PANAMA CITY NEWS HERALD	127.22	04/17/2014	LEGAL AD
64	PANAMA CITY NEWS HERALD	102.02	04/17/2014	LEGAL AD
3023	PANAMERICAN CONSULTANTS, INC.	5,914.00	04/17/2014	ARCHAEOLOGICAL SURVEY OF ECONF
3407	PAPPADAKIS CHRYSLER DODGE JEEP RAM	259.70	04/17/2014	REPAIR TO VEHICLE WMD 0020
4849	NICK PATRONIS	81.88	04/17/2014	BOARD LUNCH
3211	PROVINE HELICOPTER SERVICE, INC.	3,720.00	04/17/2014	HELICOPTER SERVICES FOR AERIAL
906	PURVIS, GRAY AND COMPANY	7,500.00	04/17/2014	FINANCIAL AUDIT SERVICES
3960	GEORGE ROBERTS	81.88	04/17/2014	BOARD TRAVEL
4967	SAMUEL SPRING	85.44	04/17/2014	BOARD TRAVEL
5102	TEKSYSTEMS	1,400.00	04/17/2014	TEKSYSTEMS HELP DESK STAFFING
4289	TRI STATE EMPLOYMENT SERVICE, INC.	330.00	04/17/2014	TEMP SERVICES
3012	WAKULLA COUNTY PROPERTY APPRAISER	438.00	04/17/2014	3RD QTR PYMNT FY 13-14
3048	YATES CONTRACTING, INC.	660.00	04/17/2014	TOP SOIL FOR EROSION CONTROL B
3048	YATES CONTRACTING, INC.	800.00	04/17/2014	4 LOADS OF CLAY DELIVERED TO L
3048	YATES CONTRACTING, INC.	950.00	04/17/2014	PITT SPRING COMPLEX ROCK

TOTAL AP**108,029.69**

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4180	BA MERCHANT SERVICES	168.74	04/24/2014	TRANSACTION FEES FOR E-PERMITT
3524	CITY OF CRESTVIEW	40.85	04/24/2014	WATER&SEWER CFO
4676	CITY OF MILTON FLORIDA	14.86	04/24/2014	WATER MILTON
4676	CITY OF MILTON FLORIDA	35.50	04/24/2014	DUMPSTER SERVICE
3289	CITY OF TALLAHASSEE	33.97	04/24/2014	I10&LAKESHORE DATA COLLECTION SITE
45	DMS	71.19	04/24/2014	MILTON PHONE
1292	FISHER SCIENTIFIC	251.20	04/24/2014	PH SENSOR CALIBRATION STANDARD
3710	FLORIDA DEPT OF STATE	193.61	04/24/2014	40A-2 RULE AMENDMENTS
24	FLORIDA PUBLIC UTILITIES COMPANY	489.07	04/24/2014	MFO ELEC
5122	FOREMOST MEDICAL EQUIPMENT, LLC	2,532.00	04/24/2014	ZOLL AED'S FOR HQ AND CFO
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	768.53	04/24/2014	ALARM MONITORING/MAINTENANCE
2291	GULF COAST ELECTRIC COOPERATIVE, INC	278.96	04/24/2014	EFO UTILITIES
410	GULF COUNTY TAX COLLECTOR	0.49	04/24/2014	REFUND OF TAXES
4822	KING AIR SYSTEMS	241.86	04/24/2014	ANNUAL HVAC SYSTEM SERVICE - M
3921	KOUNTRY RENTAL, INC.	207.50	04/24/2014	CLEAN BOTH ECONFINA OFFICES
277	LIBERTY CO. PROPERTY APPRAISER	313.95	04/24/2014	3RD QTR PYMNT FY 13-14
4986	PATRICIA LUJAN	7,374.16	04/24/2014	MAY RENT CFO
5134	XPRESSMYSELF.COM LLC	269.85	04/24/2014	ASSET BARCODE TAGS
3198	MILTON AUTO PARTS, INC.	219.43	04/24/2014	REPAIR PARTS FOR RX BURN EQUIP
5097	NETWORK CABLING SERVICES, INC	2,000.00	04/24/2014	CABLING FOR DATA CENTER
1205	OFFICE DEPOT, INC.	80.61	04/24/2014	TONER FOR FACILITIES
3407	PAPPADAKIS CHRYSLER DODGE JEEP RAM	171.92	04/24/2014	REPAIR TO 2006 JEEP # 0010
4136	RICOH AMERICAS CORPORATION	197.73	04/24/2014	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	202.97	04/24/2014	RMD COPIER MAINTENANCE AGREEME
4136	RICOH AMERICAS CORPORATION	9.97	04/24/2014	MAINTENANCE AGREEMENT ECONFINA
4136	RICOH AMERICAS CORPORATION	448.34	04/24/2014	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	113.22	04/24/2014	ADMIN MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	18.45	04/24/2014	HR COPIER MAINTENANCE AGREEMEN
4136	RICOH AMERICAS CORPORATION	48.25	04/24/2014	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	643.91	04/24/2014	ADMIN MAINTENANCE AGREEMENTS
4799	STAPLES CONTRACT & COMMERCIAL, INC.	253.06	04/24/2014	MISC SUPPLIES
5102	TEKSYSTEMS	927.50	04/24/2014	TEKSYSTEMS HELP DESK STAFFING
5102	TEKSYSTEMS	980.00	04/24/2014	TEKSYSTEMS HELP DESK STAFFING

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

4289	TRI STATE EMPLOYMENT SERVICE, INC.	385.00	04/24/2014	TEMP SERVICES
120	U. S. POST OFFICE - MIDWAY	9.80	04/24/2014	GENERAL POSTAGE
4038	WINDSTREAM COMMUNICATIONS	45.33	04/24/2014	EFO PHONE AND 800#'S
TOTAL CHECKS		<u>20,041.78</u>		
3618	GRACE ADAMS	172.46	04/25/2014	EMPLOYEE TRAVEL
3228	AMANDA BEDENBAUGH	597.00	04/25/2014	EMPLOYEE TRAVEL
4961	PETER FOLLAND	140.00	04/25/2014	EMPLOYEE TRAVEL
1310	F. GRAHAM LEWIS	190.00	04/25/2014	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	140.00	04/25/2014	EMPLOYEE TRAVEL
TOTAL EFT TRANSFER		<u>1,239.46</u>		
TOTAL AP		<u><u>21,281.24</u></u>		

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

APRIL 2014

DIRECT DEPOSIT	4/4/2014	213,833.17
CHECKS	4/4/2014	8,849.65
FLEX SPENDING EFT	TF092	1,717.17
DIRECT DEPOSIT	4/18/2014	203,441.71
CHECKS	4/18/2014	8,849.65
FLEX SPENDING EFT	TF095	1,717.17

438,408.52

APPROVED:

Chairman or Executive Director

June 12, 2014

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Jon Steverson, Executive Director

FROM: Cleta Wolverton, Budget and Fiscal Analyst
Division of Administration

DATE: May 27, 2014

SUBJECT: Consideration of Resolution No. 787 Amending the Fiscal Year 2013-2014 Budget (Amendment No. 7)

The Northwest Florida Water Management District is proposing Amendment No. 7 to the Fiscal Year 2013-2014 Budget, as summarized below:

The amendment realigns salary and benefit budget authority across funds and projects to provide an adequate budget based on the current year's work activities.

Summary of Fund Impacts

<u>Fund</u>	<u>Increase</u>	<u>Decrease</u>	<u>Impact</u>
Land Management Fund	\$111,716	0	111,716
Mitigation Fund	0	111,716	(111,716)
Total	<u>\$111,716</u>	<u>111,716</u>	<u>0</u>

Summary

There is no increase or decrease to the total operating expenditure budget as a result of this amendment.

Recommendation

Staff recommends that the Governing Board approve Resolution No. 787, amending the Fiscal Year 2013-2014 Budget and allowing staff to realign revenues and reserves to maintain the proper balance in each fund.

RESOLUTION NO. 787

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AMENDING THE FISCAL YEAR 2013-2014 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. 781, after a public hearing on September 26, 2013, 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, 2013, through September 30, 2014; 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:
The Budget is hereby amended as summarized in the memorandum dated May 27, 2014, requesting Amendment No. 7 to the Fiscal Year 2013-2014 budget. Budget amendment No. 7 reallocates salary and benefit budget authority across funds and projects to properly reflect activities performed and accurately assign costs with no increase to the total District budget.

PASSED AND ADOPTED this 12th day of June, 2014, 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
FROM: Division of Regulatory Services
DATE: June 12, 2014
SUBJECT: Submittal of the “Interagency Agreement between the Suwannee River Water Management District and the Northwest Florida Water Management District for the Designation of Regulatory Responsibility of the Simpson Nursery Project for Consumptive Use Permitting” for Board review

Program:

Consumptive Use Permitting (CUP) Program, Rule 40A-2, Florida Administrative Code, Regulation of Consumptive Uses of Water.

Issue:

Designation of the Suwannee River Water Management District (SRWMD) as the agency with all regulatory responsibilities under Part II of Chapter 373, Florida Statutes (F.S.), for the withdrawal and use of water for the Simpson Nursery Project. The project is located within the jurisdictional boundaries of both the Northwest Florida Water Management District (NFWMD) and the SRWMD.

Discussion:

The Simpson Nursery Project is seeking to modify their Water Use Permit 2-92-00087.003 issued by the SRWMD. The majority of the water use for the project is located within the jurisdictional boundaries of the SRWMD. The proposed interagency agreement will provide the NFWMD with the opportunity to provide comments and information requests regarding the project. Additionally, the proposed agreement will ensure efficient communications between the SRWMD and the NFWMD regarding all aspects of the Simpson Nursery Project.

Recommendation:

Staff recommends that the Governing Board approve and enter into the above-referenced Interagency Agreement with the SRWMD.

INTERAGENCY AGREEMENT BETWEEN THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT AND THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT FOR THE DESIGNATION OF REGULATORY RESPONSIBILITY OF THE SIMPSON NURSERY PROJECT FOR CONSUMPTIVE USE PERMITTING

THIS INTERAGENCY AGREEMENT is made and entered into by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT (hereinafter "SRWMD") and the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (hereinafter "NFWWMD").

WITNESSETH:

WHEREAS, the geographic area of the Simpson Nursery Project withdrawals are located within the jurisdictional boundaries of SRWMD and NFWWMD; and

WHEREAS, the Simpson Nursery Project is seeking to modify their Water Use Permit 2-92-00087.003, issued by SRWMD pursuant to Part II, Chapter 373, Florida Statutes (F.S.), for withdrawals and use within the project area; and

WHEREAS, the majority of the Simpson Nursery Project's water use is located within the jurisdictional boundaries of SRWMD; and

WHEREAS, subsection 373.046(6), F.S., authorizes a water management district to designate. Via an interagency agreement, regulatory responsibility to another water management district over a project that crosses the jurisdictional boundaries of both water management districts; and

WHEREAS, the designation of the SRWMD as the water management district with Part II, Chapter 373, F.S., regulatory responsibility for the Simpson Nursery Project would allow for more efficient processing of permit applications under that part; and

WHEREAS, the SRWMD and the NFWWMD desire to designate the SRWMD as the water management district with Part II, Chapter 373, F.S., regulatory responsibility for the Simpson Nursery Project's Water Use Permit pursuant to Part II, Chapter 373, F.S.;

NOW THEREFORE, the NFWWMD and the SRWMD, under the authority of subsection 373.046(6), F.S., hereby agree as follows:

1. The SRWMD is designated as the water management district that will have all the regulatory responsibilities under Part II of Chapter 373, F.S., for the withdrawal and use of water for the Simpson Nursery Project's water supply facility located within NFWWMD. Such regulatory responsibilities shall include receiving, processing, and taking final action on all water use permit applications, modifications or renewals thereof, and taking any compliance and enforcement action with regard to those permits.
2. NFWWMD and SRWMD agree to share all communications including pre-application and post-application meetings, emails, and written correspondence.
3. SRWMD agrees to incorporate NFWWMD comments and information requests in any 120.60, F.S., information request to the Simpson Nursery Project.

4. SRWMD agrees to incorporate proposed special conditions requested by NFWFMD into proposed permits as proposed agency action and to include all proposed special permit conditions into the permit that become final agency action.
5. NFWFMD and SRWMD agree to work together during the permitting process to resolve potential for harm to water resources, including established minimum flows and levels, in both districts.
6. This agreement will commence upon execution by all parties and will remain in effect until either party terminates such agreement for its convenience upon ninety (90) days written notice to the other party.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:_____

Chairman or Designee

Date:_____

Attest:_____

Secretary

(Seal)

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By:_____

Chairman or Designee

Date:_____

Attest:_____

Secretary

(Seal)

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Memorandum

TO: Governing Board
FROM: Division of Regulatory Services
DATE: June 12, 2014
SUBJECT: Submittal of Rulemaking Regulatory Plan for July 1, 2014 – June 30, 2015

Program:

General and Procedural, Chapter 40A-1, Florida Administrative Code (F.A.C.); Regulation of Consumptive Uses of Water, Chapter 40A-2, F.A.C.; and Regulation of Wells, Chapter 40A-3, F.A.C.

Issue:

Pursuant to section 120.74(3), Florida Statutes, “[b]eginning in 2012 and no later than July 1 of each year, [the District] shall file with the President of the Senate, the Speaker of the House of Representatives, and the [Joint Administrative Procedures Committee] a regulatory plan identifying and describing each rule the agency proposes to adopt for the 12-month period beginning on the July 1 reporting date and ending on the subsequent June 30, excluding emergency rules.”

Discussion:

Several of the District’s rules are undergoing rulemaking, including Chapters 40A-1, 40A-2, and 40A-3, F.A.C. References within Chapter 40A-1, F.A.C. will be corrected. Chapter 40A-2, F.A.C., Regulation of Consumptive Uses of Water, will be reopened to incorporate additional language in Chapter 62-40, F.A.C. Chapter 40A-3, F.A.C., Regulation of Wells, will be undergoing rulemaking to update the rule to better reflect current Florida Department of Environmental Protection statewide well regulations. Staff has developed the District’s 2014-2015 Regulatory Plan to be submitted to the Office of Fiscal Accountability and Regulatory Reform (Attachment I). The Plan is comprised of a letter and a summary of the rules proposed for revision.

Recommendation:

Staff recommends that the Governing Board approve the District’s 2014-2015 Regulatory Plan and authorize staff to submit the plan to the required parties.

June 30, 2014

Mr. Kenneth J. Plante
Coordinator
Joint Administrative Procedures Committee
680 Pepper Building
111W. Madison Street
Tallahassee, FL 32399-1400

RE: NFWFMD Regulatory Plan for July 1, 2014 – June 30, 2015

Dear Mr. Plante:

Attached, pursuant to section 120.74(3), Florida Statutes, is the Northwest Florida Water Management District's Regulatory Plan for July 1, 2014, to June 30, 2015. Chapters 40A-1, 40A-2, and 40A-3, Florida Administrative Code, will be undergoing rulemaking during the next year. If the District determines other rulemaking efforts will be necessary in the coming year, we will request authorization before proceeding.

Sincerely,

Amanda Bedenbaugh
Accountability and Regulatory Affairs Officer

Attachment

Cc: The Honorable Don Gaetz, President of the Senate
The Honorable Will Weatherford, Speaker of the House of Representatives
Ms. Patricia Nelson, Deputy Director, Office of Fiscal Accountability and Regulatory Reform

Ms. Patricia Nelson
Deputy Director
Office of Fiscal Accountability
and Regulatory Reform
1702H The Capitol
Tallahassee, FL 32399-0001

The Honorable Will Weatherford, Speaker
Florida House of Representatives
420 The Capitol
402 South Monroe Street
Tallahassee, FL 32399-1300

The Honorable Don Gaetz, President
409 The Capitol
404 South Monroe Street
Tallahassee, FL 32399-1100

To: Patricia Nelson, Deputy Director

Submitted By: Amanda Bedenbaugh, Accountability and Regulatory Affairs Officer
Northwest Florida Water Management District
(850) 539-5999

Recurring Rulemaking 2014-2015

Please list all rulemaking activity from the 2013-2014 Annual Regulatory Plan that is recurring in the 2014-2015 Annual Regulatory Plan. Please give a detailed explanation or summary as to why the rulemaking activity will be continued in 2014-2015. These can be grouped by chapter for convenience.

Rule Chapter or Number	Rule Title	Detailed Explanation
None		

Rule Number	Rule Title	Rulemaking Action	Reason for Rulemaking	Additional Details on Reason for Rulemaking	Description of Current Rule or Statute to be Implemented	Description of Changes to be Made in Rulemaking	Economic Impact	Highly Technical or Complicated
40A-1.203(3)	Permit Application Procedure	Rule Amendment	Update Rule (Explain)	Referenced subsections changed during rulemaking when sections 40A-1.203(3) through (12) were renumbered as 40A-1.203(4) through (13)	Procedures to request Notice of Proposed Agency Action by interested parties.	...pursuant to subsection (2) (3)- shall constitute...	None	No
40A-1.203(5)	Permit Application Procedure	Rule Amendment	Update Rule (Explain)	Referenced subsections changed during rulemaking when sections 40A-1.203(3) through (12) were renumbered as 40A-1.203(4) through (13)	Application considered amended due to RAI response resulting in material changes.	...for completeness under subsection (4) (5) above.	None	No
40A-1.203(6)	Permit Application Procedure	Rule Amendment	Update Rule (Explain)	Referenced subsections changed during rulemaking when sections 40A-1.203(3) through (12) were renumbered as 40A-1.203(4) through (13)	Notification of Application complete Notice of Proposed Agency Action requirements.	...written requests pursuant to subsection (2) (4). The Notice shall...	None	No
40A-1.203(11)	Permit Application Procedure	Rule Amendment	Update Rule (Explain)	Referenced subsections changed during rulemaking when sections 40A-1.203(3) through (12) were renumbered as 40A-1.203(4) through (13)	Notice of Final Agency Action resulting from changes by the Board which differs from Notice of Proposed Agency Action.	...Part V of these rules in accordance with subsection (7) (8).	None	No
40A-2.061(1)(b)	General Water Use Permits by Rule	Rule Amendment	Update Rule (Explain)	Minor language change to be consistent with rest of the rule.	Identifies criteria for granting a General Water Use Permit, including limitations and conditions. and is hereby incorporated by reference.....	None	No
40A-2.021(11)	Definitions	Rule Amendment	Update Rule (Explain)	No cooperative agreement between NWFWM and FDOH	Defines disapproved facility.	...District, or Department, or Florida Department of Health.	None	No
40A-2.061(2)(a)	General Water Use Permit by Rule	Rule Amendment	Other (Explain)	Contradictory to lake drawdown for construction or repair as outlined in the section. Lakes have freshwater wetlands.	Describes criteria for General Water Use Permits by Rule for Short-Term Projects.	8. Will not occur within 1,000 feet of a freshwater wetland.	None	No
40A-2.101	Content of Application	Rule Amendment	Update Rule (Explain)	To reflect current DEP statewide regulations.	Outlines requirements for application content.	<u>(6) Applicants proposing using water for supplementation must provide substantiating materials to show that what they are proposing meets the criteria of subsection 62-40.416(9), F.A.C., effective May 3, 2014 (http://www.flrules.org/Gateway/reference.asp?No=Ref-04144) which is hereby incorporated by reference and can be obtained from the District's website (nwfwater.com) or from District offices upon request.</u>	None	No

Rule Number	Rule Title	Rulemaking Action	Reason for Rulemaking	Additional Details on Reason for Rulemaking	Description of Current Rule or Statute to be Implemented	Description of Changes to be Made in Rulemaking	Economic Impact	Highly Technical or Complicated
40A-2.331(3)(b)9	Modification of Permits	Rule Amendment	Update Rule (Explain)	Subsection 40A-2.321(4), F.A.C., does not exist in rule.	Describes qualifications for a letter modification.	... subsection 40A-2.321(4), F.A.C....	None	No
40A-2.331(3)(b)10	Modification of Permits	Rule Amendment	Other (Explain)	Amend rule to provide for use of letter modifications for well replacements in the same area.	Describes well replacement criteria for qualification of letter modification.	... be located within 2,640 300 feet of the original well, be located at least 1,000 feet from wetlands, lakes, and springs, and have a pumping capacity less than or equal to the original well.	None	No
40A-2.361(1)	Renewal of Permits	Rule Amendment	Update Rule (Explain)	Delete unnecessary wording.	Describes criteria for permit renewals.	... is timely only if actually received by the District...	None	No
40A-2.901(1)(k)	Forms	Rule Amendment	Update Rule (Explain)	Delete unnecessary zeros.	Periodic Water Use Reporting Form	Delete unnecessary zeros.	None	No
40A-2.901(2)	Forms	Rule Amendment	Update Rule (Explain)	Subsection 40A-2.019(12), F.A.C., does not exist in rule.	Identifies form locations.	... from the District offices listed in subsection 40A-2.049(12) 021 (13), F.A.C.	None	No
40A-2.902	Areal Boundary Maps for Water Use Permitting	Rule Amendment	Update Rule (Explain)	To remove erroneous, duplicative text.	Describes areal boundaries for Water Use Permitting.	Resource Areas and Areas of Resource Concern are established for the implementation of water use permitting pursuant to this Chapter and are indicated in Figure 2-1. These boundaries are depicted in specific detail for each county on general county highway maps. These maps are hereby incorporated by reference, and can be obtained from the District's website (nwfwater.com) or from District offices.	None	No
40A-2.904	Areal Boundary Maps for Water Resource Caution Areas	Rule Amendment	Update Rule (Explain)	Mislabeled title of map.	Describes areal boundaries for Water Resource Caution Areas.	Delete "Within Region II" in Title of GIS Map.	None	No
Applicant's Handbook	Applicant's Handbook	Rule Amendment	Update/Add Incorporated Material	To reflect current DEP statewide regulations and update sections to reflect other changes to the rule as outlined in this document.	Supplemental material to the rule.	To reflect current DEP statewide regulations and update sections to reflect other changes to the rule as outlined in this document.	None	No
40A-3.011	Policy and Purpose	Rule Amendment	Update Rule (Explain)	Simplifies and clarifies rule language	Aids public by stating purpose of the Chapter and the program areas addressed under Chapter.	Eliminates repetitive language addressed in Table of Contents.	None	No
40A-3.021	Definitions	Rule Amendment	Update Rule (Explain)	Alphabetizes and clarifies existing definitions and adds new definitions to make rule consistent with current industry and current DEP statewide well regulations.	Provides definitions of terms necessary to understand and apply rules of this Chapter.	Alphabetizes and clarifies existing definitions and adds new definitions to make rule consistent with current industry standards and current DEP statewide well regulations.	None	No
40A-3.033	Governing Board Delegations	New Rule	Other (Explain)	Codifies delegations enacted by the District's Governing Board.	New	Codifies Governing Board Delegations to aid public understanding of permitting process.	None	No
40A-3.035	Rules and Publications Incorporated by Reference	New Rule	Other (Explain)	Assists public by listing all rules and publications incorporated into rules of this Chapter.	New	Lists out all rules and publications incorporated through the Chapter to assist public with identifying necessary documents.	None	No
40A-3.037	Water Well Contractor Licensing	Rule Amendment	Update Rule (Explain)	Rule update addressing changes in DEP's statewide licensing regulations, adds language addressing unlicensed persons.	Adopts DEP Water Well Contractor Licensing rule	Adopts new state-wide permit application form, updates Rule's adoption of State-wide licensing; addresses issue with continuing education credits.	None	No
40A-3.041	Permits Required	Rule Amendment	Update Rule (Explain)	Adopts DEP's statewide rule, clarify language and make provision for a general permit by rule.	Enumerates circumstances in which a permit is required.	Adopts State-wide rule; clarifies permitting of test wells; and provides for general permit by rule.	None	No
40A-3.042	Multiple Wells under a Single Permit	New Rule	Other (Explain)	Provides for the issuance of a single permit for multiple wells in specific situations; and consistent regulation of earth-coupled geothermal wells.	New	New language allowing permitting of multiple wells under a single permit within specified constraints.	None	No

Rule Number	Rule Title	Rulemaking Action	Reason for Rulemaking	Additional Details on Reason for Rulemaking	Description of Current Rule or Statute to be Implemented	Description of Changes to be Made in Rulemaking	Economic Impact	Highly Technical or Complicated
40A-3.051	Exemptions	Rule Amendment	Update Rule (Explain)	Adds language clarifying when a well contractor is not required to construct a well.	Identifies statutorily exempted wells and provides hardship clause for Chapter rules	Addresses inconsistencies with Statute, clarifies when a permit is required to repair a well.	None	No
40A-3.055	Well Construction Prohibitions	New Rule	Other (Explain)	Codifies geographic area where the District prohibits certain types of well construction due to ground water contamination issues in order to protect the resource and the public health.	New	Codifies geographic areas with well construction prohibitions due to threat to health and groundwater resource due to contamination.	None	No
40A-3.201	Permit Application Fees	Rule Amendment	Update Rule (Explain)	Revises rule to include fees for certain geothermal wells, reduced fees for multi-well permitting	Establishes processing fees for well permits	Addresses permit fees for closed loop geothermal wells and multi-well permits.	None	No
40A-3.301	Conditions for Issuance of Permits	Rule Amendment	Update Rule (Explain)	Updates language to be more consistent with current DEP statewide well regulations.	Sets forth requirements for application review and permit issuance.	Updates and clarifies rule language.	None	No
40A-3.310	Conditions for Transfer of Permit	New Rule	Other (Explain)	Codifies and clarifies how and when well permits can be transferred to: other well owners, other contractors, other locations.	New	Provides language addressing when and how permits may be transferred geographically, from one owner to another, and from one contractor to another.	None	No
40A-3.321	Duration of Permits	Rule Amendment	Update Rule (Explain)	Clarification and expansion of methods to extend.	Specifies duration of well permits.	Clarifies language on duration of permits, how to extend permits, and expiration of permits.	None	No
40A-3.341	Disapproval of Wells	Rule Amendment	Update Rule (Explain)	Clarifies language	Identifies situations for which wells can be disapproved.	Clarification of language in Rule.	None	No
40A-3.342	Permit Denial	Rule Amendment	Update Rule (Explain)	Clarifies language	Sets steps required to deny an application for permit	Update and clarify language in Rule.	None	No

Rule Number	Rule Title	Rulemaking Action	Reason for Rulemaking	Additional Details on Reason for Rulemaking	Description of Current Rule or Statute to be Implemented	Description of Changes to be Made in Rulemaking	Economic Impact	Highly Technical or Complicated
40A-3.411	Completion Reports	Rule Amendment	Update Rule (Explain)	Updates to reflect current DEP statewide well regulations.	Sets requirements for completion report submittal.	Adopts new state-wide completion report form.	None	No
40A-3.451	Emergency Authorization	Rule Amendment	Update Rule (Explain)	Clarifies when an emergency permit is required and how to submit required documents.	Identifies when and how to obtain an emergency permit.	Updates and clarifies language and addresses emergency wells requiring an individual water use permit.	None	No
40A-3.461	Inspections	Rule Amendment	Update Rule (Explain)	Revises notification process and updates language for consistency with the statute.	Codifies statutory authorization to inspect wells as it applies to Chapter 40A-3 rule.	Updates language to address procedures for notifying the district for grout and start of work inspections, and updates language for consistency with 373, Part III, F.S.	None	No
40A-3.492	Violations of Permits	Rule Repeal	Other (Explain)	Repeals rule due to redundancy with Florida Statutes and Florida Administrative Code.	Describes specific permit violations.	Repeals rule and adopts DEP Rule and Statutory language.	None	No
40A-3.502	Construction Methods	Rule Amendment	Update Rule (Explain)	Updates to reflect current DEP statewide well regulations.	Sets forth methods for construction, repair, and abandonment of wells	Updates language for consistency with DEP's state-wide rule.	None	No
40A-3.504	Location	Rule Amendment	Update Rule (Explain)	Updates to reflect current DEP statewide well regulations.	Detailed description of well setbacks applicable in the District.	Adopt less stringent state-wide setback distances, clarify language as to setback hazards.	None	No
40A-3.507	Casing and Liner Pipe Standards	Rule Amendment	Update Rule (Explain)	Updates to reflect current DEP statewide well regulations.	Specifies types of casing and pipe that can be used in well construction.	Adopt DEP standards; address issues with the use of PVC casing.	None	No
40A-3.512	Standard Well Construction Methods	Rule Amendment	Update Rule (Explain)	Updates to reflect current DEP statewide well regulations.	Specifies minimum well construction standards of the District.	Modify rule to be more consistent with DEP rule, provide for specific instances of below grade completion exemption by rule.	None	No
40A-3.517	Grouting and Sealing	Rule Amendment	Update Rule (Explain)	Updates rule to be more consistent with DEP statewide well regulations.	Specifies grouting requirements for well construction.	Modify rule to be more consistent with the DEP grouting rule.	SERC	No
40A-3.521	Well Seals	Rule Amendment	Update Rule (Explain)	Updates to reflect current DEP statewide well regulations.	Describes temporary and permanent well seals.	Adopt DEP Rule.	None	No
40A-3.525	Explosives	Rule Amendment	Update Rule (Explain)	Updates to reflect current DEP statewide well regulations.	Disallows use of explosives in well construction.	Adopt DEP Rule	None	No
40A-3.529	Flowing Wells	Rule Amendment	Update Rule (Explain)	Updates to reflect current DEP statewide well regulations.	Establishes responsibility for maintaining flowing wells.	Adopt DEP Rule	None	No
40A-3.531	Abandoned Well Plugging	Rule Amendment	Update Rule (Explain)	Updates to reflect current DEP statewide well regulations.	Establishes responsibility for and the manner in which wells are plugged and abandoned.	Provide for use of alternate materials to ease cost of well abandonment.	None	No
40A-3.550	Violations of Construction Standards	Rule Repeal	Other (Explain)	Repeals rule due to redundancy with Florida Statutes and Florida Administrative Code.	Lists violations of construction Standards	Adopt DEP Rule and Statute	None	No
40A-3.901	Forms and Instructions	Rule Amendment	Update Rule (Explain)	Updates to reflect current DEP statewide well regulations.	Lists forms used with this rule.	Update to provide a comprehensive listing of forms used by this rule and to adopt DEP Permit Application and DEP Completion Report forms.	None	No
40A-3.951	Introduction [Suspension and Revocation of Water Well Licenses]	Rule Repeal	Other (Explain)	Repeals rule due to redundancy with Florida Statutes and Florida Administrative Code.	Cites delegation of authority to suspend or revoke licenses.	Adopt DEP Rule and Statute.	None	No
40A-3.952	Violations	Rule Repeal	Other (Explain)	Repeals rule due to redundancy with Florida Statutes and Florida Administrative Code.	Defines violations for license holders.	Adopt DEP Rule and Statute.	None	No
40A-3.980	Enforcement and Penalties	Rule Amendment	Update Rule (Explain)	Repeals rule to reflect current DEP statewide well regulations.	Cites authority to enforce rules.	Adopt DEP Rule and Statute.	None	No
Appendix I	Grout Line	Rule Repeal	Other (Explain)	Repeals rule to reflect current DEP statewide well regulations.	Describes line across district differentiating grouting zones.	Repeal to provide for state-wide consistency.	None	No
Appendix II	Application to Construct, Repair, Modify, or Abandon a Well Form	Rule Repeal	Other (Explain)	Repeals rule to provide for statewide consistency.	Permit Application form.	Repeal and adopt DEP form.	None	No
Appendix III	Well Completion Report Form	Rule Repeal	Other (Explain)	Repeals rule to provide for statewide consistency.	Completion Report form.	Repeal and adopt DEP form.	None	No

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Division of Resource Management

DATE: May 23, 2014

SUBJECT: Consideration of FDEP Contract G0368 Amendment #1, Integrated Water Resources Monitoring Program

Discussion

The Florida Department of Environmental Protection (DEP) 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 DEP's water quality database website, <http://storet.dep.state.fl.us/DearSpa/>.

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

Recommendation

Staff recommends that the Governing Board authorize the Executive Director to execute FDEP Contract G0368, Amendment #1 for continuation of the District's participation in the water quality sampling program for the Water Quality Status and Groundwater Temporal Variability Projects. For the period through June 30, 2015, the District will be compensated on a fee schedule/cost reimbursement basis for a total amount not to exceed \$154,590.80.

**DEP AGREEMENT NO. G0368
AMENDMENT NO. 1**

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

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

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

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

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

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

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

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.
2. This Agreement shall begin July 1, 2014 or the date of execution, whichever date is later, and shall remain in effect until June 30, 2015, by which date all requirements shall have been completed. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2014 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by EPA and/or the Legislature.
3.
 - A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on fee schedule in an amount not to exceed \$154,590.80 toward the total project cost described in **Attachment A-1, Grant Work Plan**.
 - B. The Grantee shall be compensated on a fee schedule basis for all eligible project costs upon receipt and acceptance of an invoice which contains the information requested in the Sample Payment Request Summary Form (provided as **Attachment B-1**). Each payment request must be accompanied by **Attachment C, MBE/WBE Procurement Reporting Form**. Failure to provide Attachment C shall result in a delay in processing the payment until such time as the appropriate information is provided to the Department. A final payment request must be submitted to the Department no later than July 15, 2015, to assure the availability of funds for payment. Travel expenses are included in the fee schedule amount of this Agreement, and no additional travel expenses shall be authorized.
 - C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the

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

- D. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the work identified in **Attachment A-1, Grant Work Plan**.
- E. The parties hereto understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee.
- F. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

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

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

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

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

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

4. The Grantee agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.
 5. The Grantee agrees to follow the six good faith efforts stated in 40 C.F.R. Part 33, and retain records documenting compliance.
 6. The Grantee agrees to submit a report documenting MBE/WBE utilization under federal grants in conjunction with the required quarterly progress report (see paragraph 5.A).
 7. If race and/or gender neutral efforts prove inadequate to achieve a "fair share" objective, the Grantee agrees to notify the Department and EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.
 8. In accordance with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988, the Grantee agrees to utilize and to encourage any prime contractors under this Agreement to utilize small businesses located in rural areas to the maximum extent possible. The Grantee agrees to follow the six affirmative steps stated in 40 C.F.R. Part 33, in the award of any contracts under this Agreement.
- C. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and/or 40 CFR 30.16, the Grantee agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this Agreement and delivered to the Department. This requirement does not apply to reports which are prepared on forms supplied by EPA. This requirement applies even when the cost of recycled paper is higher than that of virgin paper. Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.
- D. The following language shall be included in all final documents issued as a result of an agreement funded in whole or in part by federal sources to acknowledge the federal government's participation in the project.
- "This project and the preparation of this report (or booklet, pamphlet, etc as appropriate) was funded in part by a Water Quality Management Planning grant from the Environmental Protection Agency through an agreement/contract with the Watershed Monitoring and Data Management Section of the Florida Department of Environmental Protection. The total cost of the project was _____, of which \$_____ or ____ percent was provided by the Environmental Protection Agency."
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
 7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

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

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

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

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

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

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

16. 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:	kristopher.barrios@nwfwmd.state.fl.us

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

NORTHWEST FLORIDA WATER MANAGEMENT
DISTRICT

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Title:

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

Date: _____

Date: _____

Thomas L. Seal, DEP Grant Manager

DEP Contracts Administrator

FEID No.: 59-1531621

Approved as to form and legality:

DEP Attorney

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

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

GRANT WORK PLAN

ATTACHMENT A-1

Service Period: July 1, 2014 through June 30, 2015
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, 2014 to June 30, 2015. 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: \$150,290.80

(\$683.14 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, 2014 – August 31, 2014) , 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, 2014 – September 30, 2014), 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, 2014 – December 31, 2014);
- 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, 2015 – February 28, 2015);
- Approximately fifteen (15) samples from Large Lakes within the boundaries of the Northwest Florida Water Management District within the established Index Period (April 1, 2015 – April 30, 2015), 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, 2015 – May 30, 2015), 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, 2014 – June 30, 2015;
- Approximately twelve (12) Confined Aquifer samples from wells in the GWTV Network, collected at quarterly intervals from July 1, 2014 – June 30, 2015;
- 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, 2014 – June 30, 2015 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, 2014 through June 30, 2015, 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, 2015. 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.

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ATTACHMENT B-1

SAMPLE PAYMENT REQUEST SUMMARY FORM

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

Grantee: _____

Mailing Address: _____

DEP Agreement No.: _____

Date Of Request: _____

Amount

Requested:\$ _____

Grantee's Grant Manager: _____

Payment Request No.: _____

Performance

Period: _____

Percent Matching

Required: _____

GRANT EXPENDITURES SUMMARY SECTION

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

CATEGORY OF EXPENDITURE	Total Contract	Completed This Quarter	AMOUNT OF THIS REQUEST
Sampling (Includes Tasks I - VII) Unit Price Per Sample: \$683.14	\$	#	\$
Equipment purchases (Task VIII)	\$	N/A	\$
TOTAL Cost	\$	N/A	\$
Less Total Cumulative Payments of:	\$	N/A	N/A
Less Total This Request:	\$		
TOTAL REMAINING IN GRANT	\$	#	N/A

GRANTEE CERTIFICATION

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

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

ATTACHMENT E-1

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

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

Audit Director

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

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

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

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

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

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

Audit Director

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

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

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

Audit Director

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

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

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

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

Audit Director

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

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

PART V: RECORD RETENTION

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

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EXHIBIT – 1

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Environmental Protection Agency	66.605	Performance Partnership Grants	\$154,590.80	100027

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

Total Award					\$154,590.80	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT FORM
INFORMATION FOR A
SUBAWARD TO A RECIPIENT

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Department of Environmental Protection (“DEP” or “Department”) must use to capture and report subaward and executive compensation data regarding first-tier subawards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

[Note: This reporting requirement is not applicable for the procurement of property and services obtained by the DEP through a Vendor relationship. Refer to 2 CFR Ch. 1 Part 170 Appendix A, Section I.c.3 for the definition of “subaward”.]

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the DEP prior to the DEP’s issuance of a subaward (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Department as requested. If you have any questions, please contact the DEP’s Procurement Administrator at 850/245-2361 for assistance.

DUNS# *: 025777178

DUNS+4#: _____

* If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the webform (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: Northwest Florida Water Management District

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 81 Water Management Drive

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY: Havana

STATE: FL

ZIP CODE+4**: 32333-4712

PARENT COMPANY DUNS# (IF APPLICABLE): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (UP TO 4000 CHARACTERS):

This program provides for water quality sampling at a network of ground and surface water sites across the District and is composed of two sampling projects. The Ground and Surface 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 Ground Water Quality Temporal Variability Project involves monthly sampling at nine fixed monitoring locations.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY: _____

STATE: _____

ZIP CODE+4**: _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE: _____

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; **and**, (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act? Yes ☐ No ☒

If the answer to Question 1 is “Yes,” continue to Question 2. If the answer to Question 1 is “No”, move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986? Yes ☐ No ☐

If the answer to Question 2 is “Yes,” move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion (mm/dd/yyyy)): _____

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED AS (enter position title) Director of the Field Services Section OF (enter Business Name) the Northwest Florida Water Management District CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

Signature

Kristopher F. Barrios
Manager - Field Services Section
Name and Title

June 5, 2014
Date

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: May 30, 2014

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