

AGENDA
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
GOVERNING BOARD INTERMEDIATE MEETING

OPEN TO THE PUBLIC

August 29, 2011
1:00 p.m.

District Headquarters
Live Oak, Florida

1. Roll Call
2. Additions, Deletions, or Changes to the Agenda

Action Items

3. Approval of Agenda
4. Interagency Agreement for Coordination of Consumptive Use Permitting and Regional Water Supply Planning

Informational Items

5. Announcements

Unless otherwise noted, all meetings are at District Headquarters in Live Oak, Florida

September 13, 2011	3:00 p.m.	Board Meeting
	5:30 p.m.	1 st Public Hearing
September 27, 2011	3:00 p.m.	Workshop
	5:30 p.m.	Final Public Hearing
October 11, 2011	9:00 a.m.	Board Meeting
		Workshop

****Board Workshops immediately follow Board Meetings unless otherwise noted.**

6. Adjournment

The entire meeting of the Governing Board is a public hearing and will be governed accordingly. The Governing Board may take action on any item listed on the agenda. The Governing Board may make changes to the

printed agenda only for good cause shown as determined by the Chairman and stated for the record. If any person decides to appeal any decision with respect to any action considered at the above referenced meeting and hearing, such person may need to ensure a verbatim record of the proceeding is made to include testimony and evidence upon which the appeal is made. Public attendance and participation at the District Governing Board Meetings are encouraged.

MEMORANDUM

TO: Governing Board

FROM: Jon Dinges, Department Director

DATE: August 22, 2011

RE: Interagency Agreement for Coordination of Consumptive Use Permitting and Regional Water Supply Planning

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to execute the interagency agreement with St. Johns River Water Management District (SJRWMD) and the Florida Department of Environmental Protection (FDEP) formalizing the coordination of water supply assessment, regional water supply planning, and consumptive use permitting within the geographic areas of mutual concern.

BACKGROUND

The Governing Board authorized the Executive Director to enter into the interagency agreement in May 2011 based on a preliminary outline. Staff has worked with SJRWMD and FDEP staff to develop an agreement with specific terms.

JD/dd

**INTERAGENCY AGREEMENT
BETWEEN
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

THIS INTERAGENCY AGREEMENT (“Agreement”), by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 County Road 49, Live Oak, Florida 32060, hereinafter referred to as “SRWMD”, and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 4049 Reid Street, Palatka, Florida 32177, hereinafter referred to as “SJRWMD”, and FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, hereinafter referred to as the “DEPARTMENT”, is entered into three originals this _____ day of _____, 2011.

NOW THEREFORE, the parties agree to the following:

A) Effective water management in Northeast Florida requires close coordination between the SRWMD and the SJRWMD to ensure resource protection and equitable treatment of water users in the two districts.

B) The purpose of this Agreement is to set forth specific responsibilities of SRWMD, SJRWMD, and FDEP (hereinafter collectively referred to as “PARTIES”) to achieve appropriate coordination with respect to the Districts’ water supply and consumptive use permitting responsibilities in Northeast Florida. While SRWMD and SJRWMD agree that there has been a shift in the Groundwater divide over time, SJRWMD believes that additional data and analysis are necessary to determine the cause of this shift and the impact of the shift on the water resources within both districts.

SRWMD and SJRWMD agree to develop a scope of work to define changes and potential impacts in the Floridan aquifer system, including but not limited to, evaluating the effects and causes of migration of the groundwater divide and regional lowering of the potentiometric surface. Furthermore, SRWMD and SJRWMD agree to engage the National Research Council’s Water Science and Technology Board to review and provide

recommendations to the scope of work. Following review by the Water Science and Technology Board, SRWMD and SJRWMD agree to incorporate the National Research Council's suggestions and jointly execute the scope of work and produce a report for submission to the Water and Science Technology Board for review and recommendations. Following completion of the review and recommendation of the National Research Council study, PARTIES agree to accept the results as the best available information for planning and permitting decisions.

C) Development of a Joint Regional Groundwater Flow Model. In order to develop consistency in planning and permitting decisions, SRWMD and SJRWMD agree to jointly develop regional groundwater and surface water models. Parties agree that one model will enhance efficiency and effectiveness for the process.

D) Data Needs and Analysis Collection. SRWMD and SJRWMD will respect each others' data and continue to share monitoring and technical data, and to communicate regularly concerning water resource issues of concern, including but not limited to: permitting, minimum flows and levels, water resource constraints analyses, regional water supply planning, and district-wide water supply assessments.

SRWMD and SJRWMD will strive to improve their working relationship to include agreement on the most appropriate tools to evaluate water resource concerns based upon the geomorphologic, hydraulic, and geologic / hydrogeologic conditions of an area of concern.

E) Minimum Flows and Levels. When setting minimum flows and levels (MFLs) in the northeast Florida area, SRWMD and SJRWMD shall:

1. Develop one consistent MFL process,
2. Develop one consistent definition of "harm," and,
3. Agree to the environmental constraints developed by each district in the absence of an MFL.

F) Development of Prevention and Recovery Strategy. SRWMD and SJRWMD will develop and implement one MFL prevention and recovery strategy when withdrawals in one district contribute to water resource impacts in the other district. MFL prevention and recovery strategies will be described within the regional water supply plans of SRWMD and SJRWMD. DEPARTMENT will review and comment regarding the strategies by SRWMD and SJRWMD.

G) Joint Planning and Implementation for Recovery. When it is determined that an MFL is in recovery, SRWMD and SJRWMD shall work together to recover the MFL as expeditiously as possible by reducing demand for groundwater through conservation, alternative water supply (AWS) projects, or water resource development projects. SRWMD and SJRWMD

will prioritize water conservation as the preferred means of reducing demand for potable water, reducing groundwater withdrawals, and the need for more AWS projects.

It is understood that self-supplied agricultural water users are limited in their ability to develop AWS projects as described in Fla. Stat. section 373.709(2)(a)2. Therefore, it is understood that groundwater will remain the most feasible water source for agricultural users.

H) Staffing. In order to promote efficiency and clear communication between SRWMD and SJRWMD under this Agreement, SRWMD has agreed to provide office space, including a computer and communications equipment, for a SJRWMD staff member. The staff member will be closely involved with the technical aspects of the Agreement, including but not limited to: analysis of data, planning issues, permitting, MFLs, and recovery and prevention strategies.

I) Department Arbitrator. In the event that the Executive Directors of SRWMD and SJRWMD cannot reach resolution of any of the above issues in this Agreement, then DEPARTMENT shall act as an arbitrator to resolve the issues.

J) The Chairmen and the Executive Directors of SRMWD and SJRWMD agree to meet at least quarterly to discuss progress on the Agreement. The first progress report is due December 1, 2011, and subsequent progress reports shall be due quarterly thereafter.

IN WITNESS WHEREOF, each party, or lawful representative, has executed this Agreement on the date set forth next to their signature below.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____ Date: _____
David Still, Executive Director

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: _____ Date: _____
Kirby B. Green III, Executive
Director

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____ Date: _____
Herschel Vinyard, Secretary