

SEP 12 2011

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

ORIGINAL TO FILE _____
COPIES TO _____

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 13 day of September, 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 the DEPARTMENT (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 Floridian 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.

DEPARTMENT will review and comment regarding proposed MFLs, MFL process, definition of "harm" and environmental constraints.

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 generally 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, in most cases, is 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 the DEPARTMENT shall act as an arbitrator to resolve the issues.

J) The Chairmen and the Executive Directors of SRWMD and SJRWMD agree to meet at least quarterly to discuss progress under 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: David Still Date: 13 Sept 2011
David Still
Executive Director

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: Kirby B. Green III Date: 13 Sept '11
Kirby B. Green III
Executive Director

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Herschel T. Vinyard Jr. Date: 9/7/11
Herschel T. Vinyard Jr.
Secretary

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

THIS FIRST AMENDMENT ("AMENDMENT"), 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 in three originals this 28 day of February, 2012.

PREMISES

The PARTIES entered into an Interagency Agreement on September 13, 2011, a copy of which is attached hereto as Exhibit A ("AGREEMENT").

The PARTIES desire to amend the AGREEMENT as specifically set forth herein.

NOW THEREFORE, the PARTIES hereby amend the AGREEMENT as follows:

1. The following is inserted as Paragraph G:
 - G. Joint Regional Water Supply Planning. SRWMD and SJRWMD agree to prepare a joint regional water supply plan encompassing, at a minimum, the northern nine counties within the SJRWMD and any Water Resource Caution Areas designated by the SRWMD that are contiguous with the boundary between the Districts. SRWMD, SJRWMD, and the DEPARTMENT will jointly establish and coordinate an open public process, cooperative with all water user groups and other affected and interested parties, consistent with Chapter 62-40.531, Florida Administrative Code, and section 373.709, Florida Statutes.

2. Former Paragraph G is revised to be Paragraph H and the title is changed from Joint Planning and Implementation for Recovery to Implementation for Recovery.

3. Paragraphs H, I, and J of the AGREEMENT are respectively revised to be paragraphs I, J and K.

4. All other terms of the AGREEMENT are hereby ratified and continue in full force and effect.

5. This AMENDMENT shall become effective upon execution by all of the PARTIES. Upon execution by the last of the PARTIES, the date of execution shall be inserted above.

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

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: David Still Date: 2-27-12
David Still
Executive Director

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: Hans G. Tanzler III Date: 2-23-12
Hans G. Tanzler III
Executive Director

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Herschel T. Vinyard Jr. Date: 2/28/12
Herschel T. Vinyard Jr.
Secretary

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

THIS SECOND AMENDMENT ("AMENDMENT"), 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 in three originals this 25th day of January, 201~~2~~³.

PREMISES

The PARTIES entered into an Interagency Agreement on September 13, 2011, and amended on February 28, 2012, a copy of which is attached hereto as Exhibit A ("AGREEMENT").

The PARTIES desire to amend the AGREEMENT as specifically set forth herein.

NOW, THEREFORE, the PARTIES hereby amend the AGREEMENT as follows:

1. The following replaces Paragraph B.
 - B) The purpose of this AGREEMENT is to set forth specific responsibilities of SRWMD, SJRWMD, and the DEPARTMENT (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. The SRWMD and SJRWMD agree that there have been changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in northeast Florida and southeast Georgia (Study Area). Both districts are united in the determination that additional data and analysis are necessary to better understand the factors that have caused

these changes and the potential impact to the water resources within both districts. Both districts agree to evaluate the changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer.

SRWMD and SJRWMD have developed a scope of work to evaluate changes and potential impacts to the Upper Floridan aquifer and connected water resources, including:

1. Assessing the factors that drive changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.
2. To the extent possible, investigating the proportional effect of each factor driving changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.
3. Studying the trends in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.
4. To the extent possible, evaluating which hydrologic features are most susceptible to changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.
5. Assessing to what extent hydrologic features may be affected by changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.

Existing scientific literature and data will provide the basis for successful completion of the scope of work. At their discretion, the Florida Geological Survey will participate in the technical document review and evaluation. The deliverable for the scope of work will be a co-authored report of findings that will supplement the districts' planning and permitting decisions, as well as the other elements of this AGREEMENT.

Upon 30 days written notice by the SRWMD or SJRWMD, the SRWMD and the SJRWMD agree to engage the National Research Council's Water Science and Technology Board (WSTB) to review the co-authored report of findings and provide recommendations regarding data collection and modification of scope of work, if necessary. If data collection and modification of scope of work are deemed necessary by the WSTB, and agreed to either by SRWMD or SJRWMD, then upon completion of said recommendation of data collection and scope of work, the SRWMD and the SJRWMD will resubmit an amended report of findings to the WSTB for review as outlined below. The SRWMD and SJRWMD shall share equally in the cost of WSTB activities and additional research efforts that result from WSTB recommendations. If no further modifications to scope of work or data collection are necessary, then WSTB will evaluate the co-authored report of findings and either submit a report certifying the co-authored report of findings

as being the best available information for planning and permitting decisions, or submit a report documenting the WSTB method of review, findings and conclusions of fact that differ from the those of the co-authored report submitted by the SRWMD and the SJRWMD. The PARTIES agree to accept the results as the best available information for planning and permitting decisions.

2. All other terms of the AGREEMENT are hereby ratified and continue in full force and effect.

3. This AMENDMENT shall become effective upon execution by all of the PARTIES. Upon execution by the last of the PARTIES, the date of execution shall be inserted above.

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

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By:  Date: 1/9/13
Ann B. Shortelle, Ph.D.
Executive Director

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By:  Date: 1/9/13
Hans G. Tanzler, III
Executive Director

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:  Date: 1/25/13
Herschel T. Vinyard, Jr.
Secretary