

**STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS**

NORTH FLORIDA UTILITY  
COORDINATING GROUP, CLAY  
COUNTY UTILITY AUTHORITY,  
JEA AND GAINESVILLE REGIONAL  
UTILITIES,

Petitioners,

vs.

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT,  
Respondent.

Case Nos.	21-1470RX
	21-1576
	21-1731RP
	21-1739RU
	21-1842

AND

SAVE OUR LAKES ORGANIZATION, INC.,  
CITY OF KEYSTONE HEIGHTS, AND LAKE  
REGION DEVELOPMENT CORPORATION,  
INC.,

Intervenors.

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**SETTLEMENT STIPULATION**

JEA, Clay County Utility Authority (CCUA), Gainesville Regional Utilities (GRU), and the North Florida Utility Coordinating Group (NFUCG) (collectively Petitioners), and Respondent, St. Johns River Water Management District (District), stipulate to the settlement of these consolidated cases as follows:

1. In these consolidated cases, Petitioners have challenged, individually and/or as members of NFUCG, among other things, proposed Rules 40C-8.021 and 40C-8.031, Florida Administrative Code, as identified in the Notice of Proposed Rule published on April 14, 2021,

in the Florida Administrative Register (Vol. 47, No. 72), and adopted by the District's Governing Board on May 11, 2021 ("Proposed Rules"), the Amendments to the Recovery Strategy for the Implementation of Lakes Brooklyn and Geneva Minimum Levels (Recovery Strategy) approved by the District's Governing Board on May 11, 2021, and the First Addendum to the North Florida Regional Water Supply Plan (NFRWSP) approved by the District's Governing Board on May 11, 2021.

2. To avoid costly and time-consuming litigation, the Parties agree that upon the Petitioners' and District's approval of each of the Participation Agreements regarding the Black Creek Water Resource Development Project set forth below, each Petitioner will voluntarily withdraw or dismiss its respective petitions in these consolidated cases. NFUCG will voluntarily withdraw or dismiss its respective petitions in these consolidated cases once the agreements in a through c below are executed by the Parties.

a. The Participation Agreement between GRU and the District in the form attached as Exhibit A-1.

b. The Participation Agreement between JEA and the District in the form attached as Exhibit B-1.

c. The Participation Agreement between CCUA and the District in the form attached as Exhibit C-1.

3. Each Party shall be responsible for their own costs and attorney's fees and waives any right that they may have against any other Party for costs and attorney's fees associated with these consolidated actions.

4. The Parties acknowledge that this Agreement has been freely and voluntarily executed, after being apprised of all relevant information concerning the Agreement, that they have had the

opportunity to consult with and having received the advice of counsel in entering into this Agreement. In executing this Agreement, the Parties acknowledge that they do not rely on any inducements, promises, or representations other than those contained herein. In this regard, the Parties acknowledge that this Agreement is the product of mutual negotiation and no doubtful or ambiguous provision that may exist in this Agreement is to be construed against any of the Parties based upon a claim that one of the Parties drafted the Agreement, or that the language of the Agreement was intended to favor one of the Parties.

5. This Agreement shall be deemed to have been made and to be performed in Putnam County Florida, and shall be interpreted, construed, and enforced, in accordance with the laws of the State of Florida in any court of competent jurisdiction therein by any Party to this Agreement. Any Party to this Agreement shall be able to seek specific performance of its terms by suit in the Circuit Court of competent jurisdiction and venue.

6. The Parties acknowledge that in deciding to execute this Agreement and then in executing this Agreement, they have not relied upon any agreement, statement, or representation that is not specifically set forth herein, that this Agreement contains the entire agreement between the Parties hereto regarding the resolution of their disputes, and that the terms of the Agreement are contractual and not mere recitals.

7. This Agreement cannot be amended, modified, or amplified except by agreement and written document, which is signed by all Parties hereto. No oral or written statement made by any person shall operate to supplement or modify this Agreement in any manner or otherwise affect its terms and provisions.

8. In the event that any term or provision of this Agreement is deemed unenforceable or unlawful for any reason, the remainder of the Agreement shall be deemed enforceable and in effect.

9. This Agreement is effective upon the date it is executed on behalf of all of the Parties hereto.

10. The failure of any Party to enforce at any time any of the provisions of this Agreement shall not constitute a waiver of any such provisions.

11. The signatories hereto each warrant and represent that they have the requisite authority to enter into this Agreement on behalf of the respective Party.

12. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, and all such counterparts shall comprise but one Agreement. Further, this Agreement may be executed by facsimile and/or by electronic mail transmission. Execution by facsimile and/or electronic mail transmission shall be deemed to be execution in the original in accordance with Florida law.

THEREFORE, the disputed issues having been resolved.

**[Signatures on Following Pages]**

**JEA**

BY: \_\_\_\_\_  
Jay Stowe, Managing Director and CEO

Date of Execution: \_\_\_\_\_

Approved as to form and content:

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Assistant County Attorney  
Office of General Counsel

**CLAY COUNTY UTILITY  
AUTHORITY**

By: \_\_\_\_\_  
Jeremy D. Johnston, PE, MBA  
Executive Director

Date of Execution: \_\_\_\_\_

Approved as to form and content:

By: \_\_\_\_\_  
Grady H. Williams, Jr., Esq.  
CCUA General Counsel

Attest:

\_\_\_\_\_  
Omichele D. Gainey, City Clerk

**CITY OF GAINESVILLE**

BY: \_\_\_\_\_

Mayor Lauren Poe

Date of Execution: \_\_\_\_\_

Approved as to form and legality:

By: \_\_\_\_\_

Name: \_\_\_\_\_

City Attorney

**NORTH FLORIDA REGIONAL  
UTILITY COORDINATING GROUP**

By:\_\_\_\_\_

Title:\_\_\_\_\_

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



ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Ann B. Shortelle, Ph.D.  
Executive Director

Approved as to Legal Form and Content:

\_\_\_\_\_  
Mary Ellen Winkler, General Counsel