

RESOLUTION NO. 2021- 216

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING STAFF TO CONTINUE NEGOTIATIONS WITH THE ST JOHNS RIVER WATER MANAGEMENT DISTRICT TO PARTICIPATE IN THE BLACK CREEK WATER RESOURCE DEVELOPMENT PROJECT, AND AUTHORIZING STAFF TO PARTICIPATE IN A NORTH FLORIDA UTILITY COORDINATING GROUP PETITION OF THE LAKE BROOKLYN AND LAKE GENEVA MFL RECOVERY STRATEGY IN THE EVENT THAT BLACK CREEK PROJECT PARTICIPATION NEGOTIATIONS FAIL.

WHEREAS, the St. Johns River Water Management District (SJRWMD) and the Suwannee River Water Management District (SRWMD) are undertaking and continuing water supply planning processes using growth projections, groundwater and resource impact models, and other technical tools that will affect local governments and utilities throughout the region and specifically developing MFL Prevention and Recovery Plans that local governments and utilities may be a participant; and

WHEREAS, the City of Atlantic Beach, Clay County Utility Authority, City of Gainesville, City of Jacksonville Beach, JEA, City of Neptune Beach, Town of Orange Park, and St. Johns County (hereinafter each individually referred to as a "Party" and collectively as the "Parties."), have executed a Memorandum of Agreement to jointly and collaboratively pursue their shared objectives of assuring that water resources in the region are protected, and that sufficient water supplies exist to meet existing and future water demands in the region; and

WHEREAS, the Parties are public water suppliers providing water utility service to customers in Northeast Florida; and

WHEREAS, the Parties have operated collaboratively under the Memorandum of Agreement as the North Florida Utility Coordinating Group ("NFUCG"); and

WHEREAS, the St Johns River Water Management District ("SJRWMD") has approved the Recovery Strategy on April 13, 2021 for the proposed minimum flows and levels ("MFLs") for the Lake Brooklyn and Lake Geneva (the "MFLs") pursuant to Section 373.0421, Florida Statutes; and

WHEREAS, the Black Creek Water Resource Development Project ("Project") is a key focus of the approved MFL Recovery Strategy; and

WHEREAS, the SJRWMD has a funding shortfall for the Project and is seeking Project participation from Consumptive Use Permit (CUP) holders to address the funding

shortfall, however, significant details regarding Project Participation have yet to be confirmed; and

WHEREAS, County Staff and the NFUCG have begun preliminary negotiations with SJRWMD staff to discuss and confirm details related to Project Participation; and

WHEREAS, the NFUCG have identified concerns related to the approved Recovery Strategy, which are particularly significant if Participation in the Project is not successfully accomplished; and

WHEREAS, the NFUCG filed Petitions challenging aspects of the MFLs and Recovery Strategy on the May 4th, 2021 deadline to retain rights to jointly oppose the MFLs and approved Recovery Strategy as currently proposed if necessary, in the event that common or individual member negotiations to participate in the Project fail; and

WHEREAS, the NFUCG sent notice to the SJRWMD on May 6th, 2021 requisition to defer the referral of the petitions to the Division of Administrative Hearings until June 11th in order to allow Project participation negotiations to continue; and

WHEREAS, the Parties desire to share information in furtherance of their common interest and to maintain the confidentiality of all information exchanged in furtherance of their common interest, and intend on using the information exchanged only for the common interest of the Parties; and

WHEREAS, the Parties drafted a Common Interest Agreement (the "Agreement") for the purpose of setting forth the terms and conditions which will govern their mutual obligations in furtherance of the foregoing Recitals in the event the petition is forwarded for challenging the Recovery Strategy; and

WHEREAS, the County's participation in the NFUCG Petition, will allow the County to retain rights to challenge aspects of the MFLs and Recovery Strategy, if deemed necessary; to protect the stability of the County's water supply resources and plan capital expenditures appropriately; and

WHEREAS, the County has determined that continuing Project Participation negotiations with the goal of addressing concerns related to the Recovery Strategy and the NFUCG Petition serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

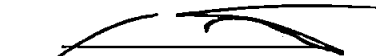
Section 2. The Board of County Commissioners hereby authorizes Staff to continue Project Participation negotiations with the SJRWMD with the goal of addressing concerns related to MFL impacts and the corresponding Recovery Strategy.

Section 3. The Board of County Commissioners hereby authorizes the execution of the Common Interest Agreement by the County Administrator to support the NFUCG Petitions to challenge the MFLs and Recovery Strategy with the intent to preserve rights which are in the best interest of the County as Project Participation negotiations continue, and require Staff to provide relevant updates regarding the outcome of negotiations.

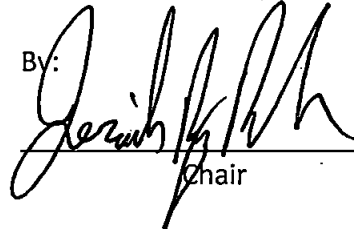
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18 day of May, 2021.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

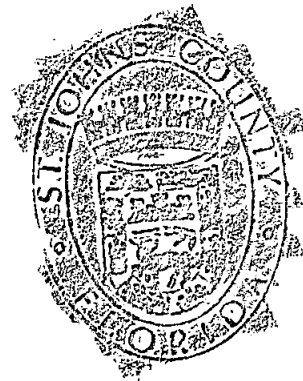
Attest:


Deputy Clerk

By:


Chair

RENDITION DATE 5/20/21





ST. JOHNS COUNTY
UTILITY DEPARTMENT
1205 State Road 16
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Brad Bradley, Assistant County Administrator; Rebecca Lavie, County Attorney's Office

FROM: Larry Miller, Chief Engineer - Development

SUBJECT: St Johns River Water Management District (SJRWMD) Recovery Strategy for Lake Brooklyn and Geneva Minimum Flows and Levels (MFL) Regulation Update

DATE: Updated May 7, 2021

Summary

The SJRWMD Governing Board approved the Recovery Strategy for Lakes Brooklyn and Geneva on April 13, 2021. The MFL and Recovery Strategy include elements that require Consumptive Use Permit (CUP) holders to address their calculated impacts to the lakes. The approved Recovery Strategy centers on the SJRWMD's Black Creek Water Resource Development Project (Black Creek Project). St Johns County Utility Department (SJCUD) Staff are in the process of discussing details for potential Black Creek Participation with SJRWMD staff, but may need to explore alternate options to address impacts to Lakes Brooklyn and Geneva. Below are the County's current potential options.

1. Negotiate participation in the funding for the Black Creek Project.
2. Present Alternative Water Supply projects in St. Johns County that will offset impacts from existing and future customers.
3. Pursue legal remedies to protect the County's interests in regards to the MFL Recovery Strategy and the Black Creek Project.

Staff Recommendations and Requested Guidance

Staff recommends continuing engagement with the SJRWMD to negotiate a solution to participate in the Black Creek Project within justifiable costs along with reasonable terms and conditions as the preferred course of action. Staff is hopeful that regional benefits from the project will help secure water supply allocation for the next twenty years for St Johns County in addition to meeting the requirements of the MFL.

The SJRWMD approval of the MFL recovery strategy on April 13, 2021 begins a twenty-one day window (ending May 4th) for potential petition of the recovery strategy (which is discussed in more detail in the background and evaluation sections below). The timing and content of this recovery strategy presents concerns and could complicate the negotiations to participate in the Black Creek Project, and could potentially place SJCUD into a regulatory compliance situation that jeopardizes current consumptive use permit allocations.

SJCUD is a member of the North Florida Utility Coordinating Group (NFUCG), which includes seven other utilities (City of Atlantic Beach, Clay County Utility Authority (CCUA), City of Gainesville (GRU), City of Jacksonville Beach, JEA, City of Neptune Beach, and the Town of Orange Park). The NFUCG collaborates on regional water

supply regulatory issues, including this MFL effort. Certain members of the NFUCG are impacted more severely by this MFL, and have elected to challenge aspects of the MFL and recovery strategy individually. On the May 4th deadline, the NFUCG filed a petition from the group challenging aspects of the existing and proposed MFL, and the approved Recovery Strategy for the proposed MFL. On May 6th, the NFUCG sent a request to the SJRWMD requesting to defer the referral of these petitions to the Division of Administrative Hearings to June 11th, 2021 to allow negotiations for potential Black Creek Participation to continue. **SJCUD Staff requests approval to have the County Administrator execute the Common Interest Agreement to support and participate in activities related to the NFUCG petitions submitted on May 4th, 2021 in the event that negotiations with SJRWMD are not successful in protecting our customer's rights and interests.** SJCUD Staff remains hopeful that negotiations will prove successful and that participation with this petition will hopefully not be necessary, but the timing of the deadline and the pace of negotiations have been challenging. **The deadline for the County to individually petition this MFL and recovery strategy has passed, and SJCUD Staff have maintained the recommendation to not pursue an individual filing on this issue.**

The remaining sections of this memo provide detailed information regarding the background and staff evaluations leading to the above recommendations, includes supporting exhibits for reference.

Background

The SJRWMD engaged stakeholders on how to address Lakes Brooklyn and Geneva in recent years. Although the original MFLs for these lakes were enacted in 1996, SJRWMD never developed a recovery or prevention strategy. Instead, early on, SJRWMD staff realized the MFLs were not properly set and needed to be re-evaluated. The re-evaluation formally started in 2012, when these two lakes appeared on SJRWMD's MFL priority list. The re-evaluation was not completed until September 2020. This report found once the new MFLs were adopted, the lakes would be in recovery and a recovery strategy would be required.

On December 3, 2020, SJRWMD released the first draft Recovery Strategy. The SJRWMD also held a virtual workshop on December 10, 2020, to hear comments on the draft Recovery Strategy. The NFUCG reviewed the draft Recovery Strategy and provided comments through CUA on December 29, 2020. The SJRWMD presented a second draft Recovery Strategy on March 30, 2021. The SJRWMD published a third draft Recovery Strategy on April 6, 2021. The SJRWMD Governing Board approved the latest Recovery Strategy on April 13, 2021.

In addition to the written documents and correspondence noted above, NFUCG members attended the SJRWMD Governing Board meetings on December 11, 2020, and January 12, 2021, to provide verbal comments regarding the MFL, Recovery Strategy, and the Black Creek Project. NFUCG spoke in support the SJRWMD's Black Creek Project while raising concerns with the MFL and Recovery Strategy.

Representatives of the SJRWMD met with SJCUD Administration and Staff to present the option of St Johns County's funding participation in the SJRWMD's Black Creek Project on March 23, 2021. The SJRWMD requested funding participation in the range between \$1 million to \$1.75 million. The SJRWMD representatives suggested the funding participation would provide water supply allocation to SJCUD through 2035. Along with the funding participation option, the SJRWMD representative provided SJCUD a draft agreement to participate in the Black Creek Project.

Evaluation

SJCUD Staff has been evaluating the proposal received from the SJRWMD representatives on March 23, 2021. Staff cannot replicate or justify the funding participation level presented by the SJRWMD representatives. We used SJRWMD data for calculations and the results indicate the proposal means SJCUD customers would be paying for somewhere between two to three times their actual impact to the lakes. In addition, the proposed draft agreement does not provide any consideration back to SJCUD as well as presenting considerable risks. SJRWMD representatives have verbally indicated the proposal on March 23, 2021, was an initial offer and they were willing to negotiate.

SJCUD staff remains engaged with the other public water supply utilities of the NFUCG. The members of this group have entered a Memorandum of Understanding agreeing to share costs for items like this MFL evaluation and potential challenge. The NFUCG has retained the firm of Liquid Solutions to provide technical analysis to confirm impacts and evaluate strategies that could be successful. The NFUCG has also retained the firm of de la Parte and Gilbert to represent the group on legal issues. SJCUD Staff recommends the continued engagement with NFUCG and these firms to continue collaborative efforts to engage the SJRWMD on this issue, and if needed, proceed with filing a petition to challenge the recovery strategy on behalf of the NFUCG. Please note that at this time, **SJCUD Staff does not recommend filing an individual petition to challenge this recovery strategy.** As noted previously in this report several other members who have greater impacts may elect to challenge this recovery strategy individually.

By the SJRWMD Governing Board approving the Recovery Strategy on April 13, 2021, regulated stakeholders have a limited timeframe to pursue legal remedies to protect their rights and interests. Staff recognizes the SJRWMD Governing Board attempted to extend the window to pursue legal remedies to May 11, 2021, by their action. However, staff understands the jurisdictional time limit of twenty-one days stands and would be susceptible to third party intervention if petitions were filed outside of the twenty-one days. **On the May 4th deadline, the NFUCG filed a petition to challenge aspects of the existing and proposed MFLs, and the proposed MFL recovery strategy. On May 6th, the NFUCG sent a letter to the SJRWMD requesting to defer the referral of the petitions to the Division of Administrative Hearings until June 11th to allow negotiations related to participation in the Black Creek Project to continue (attached as Exhibit A).**

The NFUCG held meetings with SJRWMD on April 22, 2021 and April 28, 2021 to discuss common general conditions that should apply to all participation agreements for the Black Creek Project. The meeting planned for Wednesday May 5th was cancelled following the submittal of the May 4th petitions. The NFUCG is requesting to continue negotiations with SJRWMD staff on the common general conditions for the participation in the Black Creek Project. Shortly after the common general conditions are negotiated by the NFUCG, SJCUD will negotiate specific terms for the County's potential participation.

As previously stated above, SJCUD staff recommends continuing engagement with the SJRWMD to negotiate a solution to participate in the Black Creek Project as the preferred course of action. **SJCUD Staff requests approval to have the County Administrator execute the Common Interest Agreement to support and participate in activities related to the NFUCG petitions submitted on May 4th, 2021 in the event that negotiations with SJRWMD are not successful in protecting our customer's rights and interests.**

The following attachments are summarized below and attached for reference:

Exhibit A: NFUCG Letter requesting deferral of the petitions and continued project participation negotiations, dated May 6th, 2021.

Exhibit B: Common Interest Agreement (draft dated 5/6/21)

The following information can be provided upon request for additional backup information.

- SJRWMD Governing Board meeting agenda package with the Recovery Strategy presented on April 13, 2021.
- SJRWMD initial draft agreement to participate in the Black Creek Project.

cc: File

Exhibit A:

David M. Caldevilla
Edward P. de la Parte, Jr.
Richard A. Gilbert

■ ■ ■
de la Parte & Gilbert, PA.
ATTORNEYS AT LAW

Donald C. Grelwe
Patrick J. McNamara
Nicolas Q. Porter

Louis A. de la Parte, Jr.
Founder (1929-2008)

May 6, 2021

VIA EMAIL ONLY:
mwinkler@sjrwmd.com

Mary Ellen Winkler, Esq.
General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177

**Re: Petition for Administrative Hearing Regarding Recovery Strategy for Im-
plementation of Lakes Brooklyn and Geneva Minimum Levels**

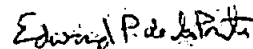
Dear Mary Ellen,

As you know, on May 4, 2021, the North Florida Utility Coordinating Group (NFUCG), Clay County Utility Authority, JEA and Gainesville Regional Utilities filed a petition with the St. Johns River Water Management District requesting an administrative hearing regarding the above-referenced Recovery Strategy adopted by the District Governing Board. As you and I previously discussed, the Petitioners are hereby waiving the 15 days deadline under Section 120.569(2)(a), Florida Statutes for referring the matter to the Division of Administrative Hearings to June 11, which is the Friday following the District Governing Board's June 8 meeting. The Petitioners are taking this action so that they can continue their dialog with the District regarding participation in the Black Creek Water Resource Development Project without the distraction of active litigation.

If you have any questions, please do not hesitate to contact me. We look forward to our next meeting with District staff regarding this important issue.

Sincerely yours,

de la Parte & Gilbert, P. A.



Edward P. de la Parte, Jr.

cc: **NFUCG**
Eric Olsen, Esq., Counsel for GRU

101 East Kennedy Blvd., Suite 2000 | Tampa, Florida 33602
Mailing Address: Post Office Box 2350 | Tampa, Florida 33601-2350
T: (813) 229-7775 F: (813) 229-2712 | www.dgflm.com

Exhibit B:

COMMON INTEREST AGREEMENT

THIS COMMON INTEREST AGREEMENT (the “Agreement”) is entered into, by and among the entities whose signature appear at the end of this Agreement, (collectively referred to herein as “the Parties”), each of whom is a regulated entity substantially affected by the St. Johns River Water Management District’s (the “District”) existing minimum levels for Lakes Brooklyn and Geneva as reflected in Rule 40C-8.031(4)(m) and (mm), F.A.C. (“Existing MFLs”), and proposed minimum levels for Lakes Brooklyn and Geneva as reflected in the Notice of Proposed Rule regarding Rules 40C-8.021 and 40C-8.031, F.A.C., which was published by the District in the Florida Administrative Register on April 14, 2021 (“Proposed MFLs”), and existing or proposed prevention or recovery strategies associated with the Existing MFLs or the Proposed MFLs. The Parties share an interest in the claims or potential claims concerning the validity of the Existing MFLs and Proposed MFLs and any associated prevention or recovery strategies, including the proposed rule language reflected in the District’s Notice of Proposed Rule published in the Florida Administrative Register on April 14, 2021 and any proposed or future changes thereto, and any associated future litigation or claims. Because the undersigned wish to continue to pursue their separate but common interests and to avoid any suggestion of waiver of the confidentiality of privileged communications or documents, they hereby agree as follows:

1. Definitions:

Party – For purposes of this Agreement, the term “Party” means any entity that has signed this Agreement, or that has caused the Agreement to be signed on its behalf.

Counsel - For purposes of this Agreement, the term “Counsel” means and includes both outside and in-house Counsel for any Party.

Keystone MFLs – For the purposes of this Agreement, the term “Keystone MFLs” means the Existing MFLs, the Proposed MFLs, any prevention or recovery strategy associated with the Existing or Proposed MFLs, and any future modifications or amendments to the Existing MFLs, the Proposed MFLs, and any associated prevention or recovery strategies.

The Litigation - For the purposes of this Agreement, the term “the Litigation” means any existing or future legal challenges relating the Keystone MFLs, including but not limited to administrative proceedings challenging the validity of the Existing MFLs, the Proposed MFLs and any associated prevention or recovery strategy, including but not limited to proceedings before the District, the Division of Administrative Hearings or the Florida Land and Water Adjudicatory Commission, civil litigation relating to the Keystone MFLs, and any and all appeals from rulings made therein.

The Claims – For the purposes of this Agreement, the term “the Claims” means any and all issues of fact or law, claims and counterclaims that have been or could be raised with regard to the Keystone MFLs or in the Litigation.

2. Case Materials - The Parties and their counsel have concluded that it is in each of their individual and mutual best interests in arguing the Claims to share certain information related to those claims with some or all of counsel and/or the Parties in writing and/or orally. These communications may include but are not limited to electronic and written communications, the disclosure of documents, factual and legal analyses, summaries, and memoranda, opinions, legal strategies, interview reports and reports of experts, consultants or investigators, joint meetings between counsel, the parties, their representatives and employees, and any meetings with prospective witnesses or consulting experts or litigation support service providers in connection with the Claims or Litigation in person, by telephone or in any other form, and records or reports of such communications, all of which are included within the term “Case Materials” used herein. However, nothing in this Agreement shall be construed to affect the separate and independent representation of each Party by its Counsel or to require any Party or its Counsel to share any particular Case Material or other information with any other Party or its Counsel.

3. Common Interest - The Parties and their Counsel agree that all sharing and pooling of information pursuant to this Agreement will be done within the context of and in furtherance of the Parties’ common goal and effort in arguing the Claims.

4. Privileged Communications - Some or all of the Case Materials may be protected from disclosure to adverse or other parties as a result of the attorney-client privilege, the work product doctrine, or other applicable privileges, protections or immunities. It is the desire, intention, and mutual understanding of the Parties hereto (a) that the sharing of Case Materials among one another is not intended to, and shall not, waive or diminish in any way the confidentiality of such materials or their continued protection under the attorney-client privilege, the work product doctrine or other applicable privileges, protections or immunities; and (b) that all Case Materials provided by a Party pursuant to this Agreement that are entitled to protection under the attorney-client privilege, the work product doctrine or other applicable privileges, protections or immunities, shall remain entitled to such protection under the common interest doctrine, and may not be disclosed to persons other than those described in Paragraph 5 without the consent of the providing Party. The Parties also intend and understand that any disclosure of Case Materials pursuant to this Agreement will not constitute a waiver of any available privilege, protection or immunity.

5. Disclosure of Case Materials - Each Party agrees that it will not disclose any exchanged Case Materials received by it from another Party to this Agreement or Counsel for another Party to this Agreement to anyone except (a) in-house counsel, outside private attorneys currently providing contract legal services to a Party, employees or officers of each Party who are responsible for presenting the Claims on behalf of their employer; (b) outside Counsel of record for any Party to this Agreement; and (c) paralegals, support staff, or experts who are directly employed by or retained by and assisting outside Counsel in the Claims. All persons permitted access to Case Materials (collectively, “Authorized Persons”) shall be specifically advised that the Case Materials are privileged and subject to the terms of this Agreement.

However, each Party acknowledges and agrees that some or all of the Parties are public entities subject to the Public Records Act, Chapter 119, Florida Statutes. Each Party acknowledges and agrees that disclosure of written materials otherwise fitting the definition of Case Materials, where such disclosure is required by the Public Records Act, is a permitted disclosure under this Agreement. Each Party agrees that, in the event a Party receives a Public Records Request for documents fitting within the definition of Case Materials in this Agreement, the Party who has received the Public Records Request will inform the other Parties of the Request in writing within ten days of its receipt, as a courtesy. Each Party acknowledges, however, that the Public Records Act does not allow for a delay in the response to a Public Records Request in order to inform third parties of the request; accordingly, the Party who has received the Public Records Request will respond to the Public Records Request in accordance with the requirements of Chapter 119, unless ordered not to by a court of competent jurisdiction.

6. Limited Use of Case Materials - Any shared Case Materials, and the information contained therein, are to be used by each person or Party receiving them solely in connection with the Claims. Neither the Case Materials nor the information contained therein may be used by any person or Party receiving them for any other purpose whatsoever.

7. Joint Expert Witnesses - The Parties may agree from time to time that they wish to share expert witnesses, as well as any costs and fees associated with expert witnesses. Expert witnesses covered by this section may include, but are not limited to, experts working on behalf of the North Florida Utility Coordinating Group and current or former employees of the Parties. All communications with and about an Expert Witness, whether that Expert is declared a Joint Expert Witness or is an Expert Witness for only one Party, and whether such communication is written, electronic, or verbal, are covered by the protections of this Agreement.

8. Previously Exchanged Case Materials - All Case Materials exchanged between and among any of the undersigned counsel pursuant to prior oral agreements or any previous common interest agreement are now subject to this Agreement. This Agreement specifically preserves the protections afforded to those materials shared between the parties from the time that the commonality of interest came into being until execution of this Agreement under the same terms as contained in this Agreement.

9. Privilege Not Waived - The privileges and protections for the Case Materials to which this Agreement is applicable may not be waived by any Party to this Agreement without the prior written consent of the Party that provided the Case Materials. Any inadvertent or purposeful disclosure of Case Materials exchanged pursuant to this Agreement that is made by a Party contrary to the terms of this Agreement shall not constitute a waiver of any privilege or protection.

10. Withdrawal - In the event that a Party determines that it no longer has a commonality of interest in the Claims, such Party shall withdraw from this Agreement. Each undersigned Counsel has a duty to withdraw from the Agreement when, in good faith, he or she reasonably believes that a commonality of interest no longer exists and to give prompt written notice of such withdrawal to each of the undersigned. Notwithstanding a Party's

withdrawal, this Agreement shall remain operative as to: (a) all other remaining Parties to this Agreement; and (b) all previously furnished Case Materials. Any Party may withdraw from this Agreement on written notice to all of the undersigned Counsel. Any such withdrawal will be solely on a prospective basis and any Case Materials provided pursuant to this Agreement prior to such withdrawal shall continue to be governed by the terms of this Agreement.

The Parties agree that, in the event of a withdrawal, all previously identified Joint Expert Witnesses may be used by the Party or Parties that continue to participate in the Agreement. In the event that a Joint Expert Witness is a current or former employee of the withdrawing Party, the Party agrees that it will refrain from limiting access to the current/former employee who has been named as a Joint Expert Witness for the other Party(ies) and will not seek to quash any subpoenas for expert testimony propounded to the current/former employee that has been named as a Joint Expert Witness for the other Party(ies).

11. Settlement or Dismissal - A party who dismisses or settles all pending claims will be deemed to have withdrawn from the Agreement in accordance with terms of paragraph 10 as of the date of the dismissal or settlement.

12. Modification - The provisions of this Agreement may be modified only by written agreement of all affected Parties, and it shall be binding upon all successors and assigns of the Parties.

13. Additional Parties - The parties recognize that other counsel and their clients may be permitted to join this Agreement at a future time by signing a copy of this Agreement. Any such additions shall be made only with the permission of all then-current signatories to this Agreement.

14. No Endorsement or Authorization - While the Parties believe they are well served by the sharing of information under this Agreement, they also understand that participation in this Agreement represents neither an endorsement of, nor an authorization to control, the strategy or decisions of other participating Parties.

15. Protective Order Obligations - Nothing in this Agreement shall relieve the Parties or their counsel from any obligation or obligations pursuant to the terms of any protective order or similar order entered by any court regarding the disclosure of dissemination of information pertaining to any Claims.

16. Independent Work Product - Nothing in this Agreement shall limit the right of any Party to use or disclose any documents or information or work product that have been independently obtained or generated by such Party (i.e. they were not obtained or generated as part of the common efforts made pursuant to this Agreement), whether or not such documents, information or work product have been provided to any other Party pursuant to this Agreement.

17. Effect on Other Agreements - Nothing in this Agreement shall prevent the Parties from entering into common interest agreements with other parties or among themselves, and this

Agreement shall not be deemed to supersede or nullify, in whole or in part, any common interest agreement any Party has entered into prior to the date of its execution of this Agreement.

18. Scope of Protection - This Agreement shall be interpreted to afford the broadest and greatest protection possible of Case Materials from disclosure to third parties.

19. No Attorney-Client Relationship - Nothing in this Agreement is intended to create any attorney-client relationship for the purposes of conflicts or otherwise. Counsel for each Party understands that it is his or her sole responsibility to represent his/her/their respective client and that none of the other signatories to this Agreement have in any way assumed any such responsibility. Moreover, the participation in, execution or receipt of any information pursuant to this Agreement shall not disqualify any representative of a signatory (including a law firm) from accepting any other future engagement, to the extent that such engagement can be undertaken consistent with the Florida Rules of Professional Conduct.

20. No Admission of Liability - Nothing in this Agreement is intended as, nor shall be construed or deemed to be, an admission of liability by any Party, or of the existence of facts upon which liability could be based.

21. Continuing Obligation - This Agreement shall continue in full force and effect notwithstanding any conclusion or resolution as to any Party of the Claims. However, the Parties expressly acknowledge that certain exemptions to the Public Records Law, including but not limited to the work product privilege exemption, may terminate at the conclusion of the Litigation and the Parties agree that mandatory disclosures under the Public Records Law after the Litigation has terminated are permitted disclosures within the terms of this Agreement.

22. Counterparts - This Agreement may be signed in counterparts. All executed counterparts shall comprise the entire Agreement. This Agreement may be executed by counsel for a Party. Each counsel signing this Agreement represents that he or she has been authorized by his or her client to execute this Agreement on behalf of the client.

23. Effective Date - This Agreement is effective as to each Party as of the date the Party's signature, except that certain provisions are retroactive as provided expressly herein.

IN WITNESS WHEREOF, the Parties have executed this Common Interest Agreement on the dates indicated below.

GAINESVILLE REGIONAL UTILITIES

By: _____

Title

Date

CLAY COUNTY UTILITY AUTHORITY

By: _____

Title

Date

JEA

By: _____

Title

Date

ST. JOHNS COUNTY

By: _____

Title

Date

CITY OF ATLANTIC BEACH

By: _____

Title

Date

CITY OF JACKSONVILLE BEACH

By: _____

Title

Date

CITY OF NEPTUNEACH

By: _____

Title

Date

TOWN OF ORANGE PARK

By: _____

Title

Date