

**ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND
THE FELLSMERE WATER CONTROL DISTRICT**

This Addendum (“Addendum”) is by and between the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (“SJRWMD”) and the FELLSMERE WATER CONTROL DISTRICT (“FWCD”), collectively referred to as the “Parties” and individually as a “Party.”

WITNESSETH THAT:

WHEREAS, the Parties entered into an Intergovernmental Agreement (the “Agreement”) on November 10, 1999, regarding property formerly owned by the Carson Platt Estate (the “Property”);

WHEREAS, Section 1(A) of that Agreement states:

On or before a period of Six (6) years from the date of Closing under the Purchase Agreement, Buyer shall prepare and deliver to Seller, for Seller’s review and approval, a plan for managing surficial waters on the Property (the “Water Management Plan”) for the Property. The Water Management Plan shall set forth in detail Buyer’s proposed use of the Property, and the method of minimizing impacts to remaining lands and drainage systems within the Fellsmere Water Control District jurisdiction from surface water run-off from the Property. The Seller shall have the opportunity to review and provide input regarding issues addressed within the Water Management Plan. The goal of the Water Management Plan, which shall contain a project construction schedule, shall be to achieve at least a ten percent (10%) reduction in peak discharge off the Property as a result of a 25-year 24-hour storm event and, to the greatest extent reasonably practicable, minimize the coincidence of peak discharges from the property with peak discharges from other properties within the Fellsmere Water Control District jurisdiction. The basis for approval by Seller of the Water Management Plan shall be limited to consideration of the extent to which such Plan achieves the goal stated above. The parties agree to negotiate responsibly and in good faith, regarding the elements of said Water Management Plan to accomplish the dual needs of both parties, and Seller’s approval of such Water Management Plan shall not unreasonably be withheld.”;

WHEREAS, a dispute has arisen between the Parties regarding interpretation of Section 1 of the Agreement;

WHEREAS, FWCD adopted a preliminary budget for its 2025-26 fiscal year at its May 22, 2025 meeting, whereby the Property was to be assessed;

WHEREAS, SJRWMD has filed a lawsuit regarding the FWCD assessment and interpretation of the Agreement;

WHEREAS, the Parties do not waive any argument regarding their individual interpretations of the Agreement or FWCD's adopted assessment;

WHEREAS, SJRWMD is actively conducting updated and additional data collection, review, and analysis, including stormwater modeling, to potentially be used in the development of a conceptual project to address discharge from the Property, if necessary; and

WHEREAS, SJRWMD plans to present the study findings to FWCD for its consideration.

NOW THEREFORE, for and in consideration of the foregoing premises and mutual understandings of the Parties, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated by reference.
2. **PURPOSE OF THE ADDENDUM.** The Parties are entering into this Addendum to supplement the existing terms and conditions in the Agreement. This Addendum does not modify existing terms and conditions within the Agreement. Neither Party waives any argument regarding interpretation of the Agreement.
3. **EFFECTIVE DATE.** This Addendum shall become effective the date upon which the last Party to this Addendum has dated and executed the same.
4. **AUTHORITY TO EXECUTE AGREEMENT:**
 - A. SJRWMD enters into this Addendum under the authority of section 373.083, Fla. Stat., which authorizes water management districts to enter into agreements with other public agencies to accomplish the directives and goals of Chapter 373, Fla. Stat.
 - B. FWCD enters into this Addendum under the authority of sections 298.22(1) and (3), Fla. Stat., which authorizes the water control district board of supervisors to contract with others for the supervision, construction, maintenance, and operation of works and improvements described in the water control plan, and authorizes the water control district board of supervisors to acquire, construct, operate, maintain, use, purchase, sell, lease, convey, or transfer real or personal property.
5. **DELIVERABLES:**
 - A. SJRWMD shall:
 - I. Pay to FWCD a lump sum of \$10,300.00 no later than November 15, 2025; and
 - II. Present preliminary study findings to FWCD on or before May 15, 2026.

B. FWCD shall:

- I. Not assess the Property or SJRWMD for the FWCD 2025-26 fiscal year; and
- II. Engage in discussions with SJRWMD regarding the preliminary study findings and a potential conceptual project, if necessary, including whether an FWCD permit will be required for any potential conceptual project.

6. DISCLAIMER OF THIRD-PARTY BENEFICIARIES:

This Addendum is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of any third party not a party hereto. Nothing in this Addendum, express or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties, any right, remedy, or claim under or by reason of this Addendum or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions contained herein shall inure to the sole benefit of and shall be binding upon the Parties.

7. NON-WAIVER OF REGULATORY POWERS:

Nothing herein shall be construed as a waiver of, or contract with respect to, the regulatory and permitting authority of either Party as it now or hereafter exists under applicable laws, rules, and regulations.

8. NON-WAIVER OF SOVEREIGN IMMUNITY:

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability, including but not limited to sovereign immunity of the State of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended.

9. COUNTERPARTS:

This Addendum may be executed in separate counterparts, which shall not affect its validity.

10. ENTIRE AGREEMENT:

Upon execution, this Addendum constitutes the entire agreement of the Parties pertaining to the subject matter addressed herein, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Addendum cannot be changed by any means other than in a writing referencing this Addendum and signed by all parties.

11. SEVERABILITY:

In the event that any provision of this Addendum (or any portion thereof) is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this Addendum shall not in any way be affected or impaired hereby.

12. GOVERNING LAW, VENUE, ATTORNEYS' FEES, AND WAIVER OF RIGHT TO JURY TRIAL:

This Addendum shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Addendum: (1) venue for any state legal proceedings shall be in Indian River County and venue for federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; and (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to a jury trial.

IN WITNESS THEREOF, the Parties are signing this Agreement on the dates below each signature, the last of which is the Effective Date.

FELLSMERE WATER CONTROL
DISTRICT

By: _____
[placeholder for signatory name/title]

Date: _____

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: _____
Michael A. Register, P.E., Executive
Director

Date: _____