

31**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS***Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting***7/20/2021****BCC MEETING DATE****TO:** Hunter S. Conrad, County Administrator**DATE:** June 28, 2021**FROM:** Gordon Smith, Assistant Director - Engineering**PHONE:** 209-2709**SUBJECT OR TITLE:** TPC Large User Reclaimed Water Agreement**AGENDA TYPE:** Consent Agenda, Contract, Resolution**BACKGROUND INFORMATION:**

The PGA Tour Inc. and Tournament Players Club at Sawgrass Inc. (herein referred to as "User") own and operate the Dye Valley and Stadium Golf Courses in Ponte Vedra Beach located in St. Johns County, Florida, which utilize reclaimed water produced from the County's Water Reclamation Facilities located in Ponte Vedra Beach. St. Johns County Utilities has developed an updated Large User Agreement For the Delivery and Reuse of Reclaimed Water, which defines specific requirements and conditions for Reclaimed Water Service through December 31, 2031. The User has reviewed this agreement and wishes to execute an agreement with the County to retain Reclaimed Water Service.

1. IS FUNDING REQUIRED? No**2. IF YES, INDICATE IF BUDGETED.** No**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:****INDICATE FUNDING SOURCE:****SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2021-_____, approving the terms, provisions, conditions, and requirements of the Large User Reclaimed Water Agreement between St. Johns County, Florida, and Tournament Players Club Inc, and PGA Tour, Inc, and authorizing the County Administrator to execute and record the agreement on behalf of St. Johns County.

For Administration Use Only:**Legal:** RL 6/28/2021**OMB:** LF 6/28/2021**Admin:** Brad Bradley 6/29/2021

RESOLUTION NO. 2021-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A LARGE USER AGREEMENT FOR DELIVERY AND REUSE OF RECLAIMED WATER BETWEEN ST. JOHNS COUNTY, FLORIDA, TOURNAMENT PLAYERS CLUB AT SAWGRASS, INC, AND THE PGA TOUR, INC, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, Tournament Players Club at Sawgrass, Inc. and the PGA Tour, Inc. (Collectively known as the “User”) has historically utilized reclaimed water from the County’s Water Reclamation Facilities in Ponte Vedra for beneficial irrigation of the Dyes Valley and Stadium Golf Courses and surrounding areas; and

WHEREAS, the County and User have drafted a Large User Agreement for Delivery and Reuse of Reclaimed Water (Agreement) to define specific requirements and conditions for reclaimed water service through December 31, 2031; and

WHEREAS, the County has determined that accepting the terms of the Agreement, which is attached hereto, and incorporated herein, will serve the interests of the County.

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

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 approves the terms, provisions, conditions, and requirements of the Large User Agreement for Delivery and Reuse of Reclaimed Water between St. Johns County, Florida, and Tournament Players Club at Sawgrass, Inc. and the PGA Tour, Inc., and authorizes the County Administrator to execute and record the Large User Agreement for Delivery and Reuse of Reclaimed Water on behalf of St. Johns County substantially in the form attached hereto.

Section 3. If there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 4. This resolution shall be effective upon adoption by the Board of County Commissioners.

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

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest: Brandon J. Patty, Clerk
Of the Circuit Court & Comptroller

By: _____
Jeremiah R. Blocker, Chair

Deputy Clerk

ST. JOHNS COUNTY UTILITIES
LARGE USER AGREEMENT FOR DELIVERY AND REUSE OF RECLAIMED WATER

THIS LARGE USER AGREEMENT FOR THE DELIVERY AND REUSE OF RECLAIMED WATER (“**Agreement**”) is made and entered into this ____ day of _____, 2021 by and between Tournament Players Club at Sawgrass, Inc. and PGA Tour, Inc. whose mailing address is 1 PGA Tour Boulevard, Ponte Vedra Beach, Florida 32082 (hereinafter referred to as “**User**”), and St Johns County, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (hereinafter referred to as “**County**”). The County and the User may be collectively referred to as the “**Parties**”. This Agreement will take effect on _____, 2021 (the “**Effective Date**”) and will be effective through the date set forth in Section 7 hereof (the “**Expiration Date**”).

RECITALS

WHEREAS, Reclaimed Water (as defined below in Section 7) offers an environmentally sustainable method for managing wastewater disposal and conserving potable water sources, and Section 403.064, Florida Statutes, encourages local governments to implement water reuse projects and places limitations on deep well injection and other forms of effluent disposal; the County desires to use for itself and make available to the public Reclaimed Water as an alternative water resource to be used for both irrigation and non-irrigation purposes; and

WHEREAS, all wastewater treatment plant permittees that use Reclaimed Water or dispose of effluent upon any property owned by another party must enter into a binding agreement between the involved parties to ensure that construction, operation, maintenance and monitoring of such use meets the requirements of Chapters 62-600, 62-620 and 62-610, Florida Administrative Code; and

WHEREAS, the St Johns County Board of County Commissioners (“**Board**”) has enacted Ordinance No. 2006-4 (the Utility Ordinance), and, pursuant to St. Johns County Resolution 2006-336, has adopted the Manual of Water, Wastewater, and Reuse Design Standards & Specifications (the Standards Manual) to maintain compliance with the County’s Wastewater Reclamation Facility operating permits, applicable laws, rules and regulations, to ensure consistency with the Reclaimed Water Policy and to allow for optimization of the County’s Reclaimed Water system; and

WHEREAS, the Standards Manual may be supplemented and amended from time to time by Resolution of the Board, and is intended to provide beneficial public use of Reclaimed Water by ensuring the optimum utilization of the County’s limited water supplies; and

WHEREAS, the County agrees to deliver Reclaimed Water and the User agrees to receive, accept and beneficially reuse Reclaimed Water upon the lands illustrated in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”) and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **RECITALS.** The recitals above are true and correct and are hereby incorporated into and made a part hereof.
2. **CAPITALIZED TERMS.** Capitalized terms not specifically defined in this agreement shall have meanings ascribed to them in the Utility Ordinance and the Standards Manual. For the purposes of this Agreement, “**Large User**” shall mean customers that: (a) utilize average reclaimed water usage of 150,000 gallons per day or more; and (b) enter into contractual agreements with the County whereby contributions, quantities and methods of delivery are specifically detailed.
3. **USER REPRESENTS AND WARRANTS RECORD OWNERSHIP.** The User represents and warrants to the County that the Parties identified above (or its Affiliate) as the User constitute all current persons or entities that are the record owners of the irrigable property illustrated in **Exhibit “A”** attached hereto and incorporated herein by reference (the Property).
4. **UTILITY ORDINANCE AND STANDARDS MANUAL.** The Utility Ordinance and the Standards Manual are incorporated into this Agreement in their entirety by reference. All references to the Utility Ordinance and the Standards Manual shall mean as may be amended or replaced from time to time.
5. **QUANTITY. Large User- Non-Pressurized Interruptible (Disposal) Customers:** The User agrees to receive Reclaimed Water on an interruptible basis up to the minimum allocated monthly Quantity defined as Disposal Allocation for necessary disposal for the Players Club and/or Sawgrass Water Reclamation Facilities as defined in Section 40 of this Agreement, or as supplies are available by the County (typically during non-peak demand periods) with no guaranteed daily allocation volume. Notwithstanding the foregoing, if the County is not providing Reclaimed Water to the User, the County shall notify the User as defined in Section 26, take reasonable measures to timely restore the supply of Reclaimed Water to the Property, and keep User advised of the Reclaimed Water restoration status. Interruptible Users shall retain an alternate supply for irrigation demands. Interruptible Users are subject to all of the other terms and conditions as set out further in this Agreement.

The County is not obligated to provide any additional Reclaimed Water to the User beyond the Allocation for the term of this Agreement. However, based upon Reclaimed Water availability, the County will use all reasonable efforts pursuant to the terms of this Agreement to provide the User with additional volumes of Reclaimed Water beyond the User’s Allocation to approximate the historic volumes delivered to the User. Delivery of this additional Reclaimed Water at any time does not grant the User an increase to its Allocation under this Agreement. No Allocations will exceed the amount as is determined by the availability of the Reclaimed Water.

If the User wishes to limit the amount of Reclaimed Water received to a specified volume less than or equal to the Allocation amount, the User must file a request in writing to the County. Modifications to this request may only be made once per calendar year.

The County agrees that it will provide the User with its Allocation of Reclaimed Water except for in cases as it may be deemed necessary by the County to do so from time to time in order to protect the Public’s health and safety.

For purposes of this Agreement, each day equals a twenty-four (24) hour period, which begins at 12:00 a.m. Delivery times shall be

coordinated between the County and the User.

6. **TERM.** The User agrees to receive from the County Reclaimed Water for approved uses from the Effective Date through **December 31, 2031** or (b) upon the date the County uniformly discontinues the Disposal Allocation incentive for all Large Users in the Ponte Vedra Service Area as described in **Exhibit "C"** of this Agreement. Not less than one hundred eighty (180) days prior to the expiration of this Agreement, the Parties will meet and discuss the terms and conditions for entering into a new Agreement. If revisions to the then-current standardized Agreement are required, then the User may elect to not enter into a new Agreement with the County, at the User's discretion. If revisions are not required to the then-current standardized Agreement or the Special Provisions, then that Agreement shall renew, if the User agrees for a term equal to the term of the renewed St. Johns River Water Management District Consumptive Use Permit for the Property.
7. **RECLAIMED WATER DEFINITION.** "**Reclaimed Water**" shall mean alternative water resources other than potable water available to the County and shall include: (a) wastewater that has received the treatment established by Rule 62-610.460, Florida Administrative Code, currently defined as wastewater that meets, at a minimum, secondary treatment and high-level disinfection after disinfection and before discharge to holding ponds or the Reclaimed Water System; and (b) supplemental water supplies such as ground or surface water. Reclaimed Water may also be referred to as reuse water or effluent water.
8. **POINT OF DELIVERY (POD).** The County shall deliver Reclaimed Water to the Dye Valley and Stadium Effluent Disposal Lakes (hereinafter referred to as "Effluent Lakes") using two separate reclaimed water effluent mains. The POD to serve the Dye Valley golf course is located at the end of pipe where the County's Reuse Main enters the existing Dye Valley Effluent Disposal Lake. The POD to serve the Stadium golf course is located at a point where the County's Reuse Main enters on to the TPC property located just north of the Players Club Water Reclamation Facility. **Exhibit "A"** attached hereto and incorporated herein by this reference provides a map showing the overall layout of the Effluent Disposal Lakes and the POD locations. The PODs may be relocated in the future if terms are mutually coordinated and agreed upon by the parties in writing.
9. **DELIVERY OF RECLAIMED WATER.** All Reclaimed Water delivered to User will meet applicable state, federal and local requirements at the County's Compliance Points. The County will not provide any additional wastewater treatment to the Reclaimed Water beyond the Compliance Points located at the water reclamation facilities. No warranties or guarantees are made by the County with respect to Reclaimed Water characteristics after its discharge from the water reclamation facilities, as long as the Reclaimed Water meets applicable state, federal and local requirements. The County will not be held liable for any damage or harm to persons, property or vegetation resulting from the application of County Reclaimed Water by the User.
10. **METERS.** All connections to the Reclaimed Water system shall be metered in accordance with the Utility Ordinance.
11. **COUNTY RESPONSIBILITIES UPSTREAM OF THE POINT OF DELIVERY.** Except to the extent, if any, clearly and expressly specified in this Agreement to the contrary, the County shall own and be responsible for all repairs and associated costs of operating the Reclaimed Water system up to the POD.
12. **COUNTY RESPONSIBILITIES DOWNSTREAM OF THE POINT OF DELIVERY.** Except to the extent, if any, clearly and expressly specified in this Agreement to the contrary, the County shall NOT own, operate, or maintain the Effluent Lakes or the Reclaimed Water distribution system and shall not be deemed to be in possession or control of the Reclaimed Water distribution system downstream of the POD.
13. **USER RESPONSIBILITY UPSTREAM OF THE POINT OF DELIVERY.** The User shall NOT own, operate, maintain or change or modify any part of the County's infrastructure. However, the User is responsible for landscape maintenance such as mowing and tree trimming around the County owned infrastructure on the User's Property.
14. **USER RESPONSIBILITIES DOWNSTREAM OF THE POINT OF DELIVERY.** Except to the extent, if any, clearly and expressly specified in this Agreement to the contrary, the User shall take full responsibility for the design, construction, permitting, financing, compliance, operation, maintenance and repair of the Reclaimed Water system downstream of the POD as a condition of this Agreement.

All User-owned pump stations must be equipped to automatically shut down due to low pressure or lack of flow. The County shall not be liable for User equipment failure or any damage due to low pressure or lack of flow.

The User shall post Reclaimed Water advisory signs as described in Rule 62-610.468, Florida Administrative Code, and shall post, maintain and replace signage at the Effluent Lakes, reclaimed water storage facilities, any water features that use reclaimed water, and at the first and the tenth tee of the golf course located on the Property or on score cards, at the User's option.
15. **USER RESPONSIBILITY TO CONVEY EASEMENTS FOR RECLAIMED WATER FACILITIES TO COUNTY.** Upon the request from the County, the User, its successors and/or assigns, shall convey to County any and all utility and/or access easements reasonably necessary for County-owned Reclaimed Water distribution infrastructure on their premises, at no cost to the County. Standard County Utility easement documents shall be utilized to convey easement rights for County owned and maintained infrastructure.
16. **CONSERVATION.** User shall make all reasonable efforts to conserve Reclaimed Water. The User shall ensure that the User's employees, contractors, agents and invitees are informed about the importance of water conservation by implementing an educational program.
17. **INDEMNIFICATION AND HOLD HARMLESS.**
 - (i) Upon a finding through a production of competent evidence that: (a) the County has not placed anything either into or onto the User's Property without the User's written consent, (b) all Reclaimed Water delivered to the User meets applicable state, federal and local requirements, and (c) the User is responsible for injury to persons on, or damages to the property of the County, the User indemnifies and holds the County harmless from and against all liabilities, claims, damages, expenses, or actions, either at law or equity, caused or incurred on the Property as the result of the negligence, omissions or willful acts of the User, its agents, employees, guests or invitees, whose acts or omissions for which the County may be held liable during the County's performance of this Agreement; to specifically include any cross connections made by the User, including, but not limited to: between potable water, Reclaimed Water, surficial water and any other additional or supplemental water sources. User acknowledges that Reclaimed Water, due to its chemical composition, may not be compatible with the User's irrigation of certain susceptible vegetation. User agrees that

County will not be held liable for any damages that may occur to vegetation or for any other damages that may occur due to the use of Reclaimed Water by the User provided that the quality of the Reclaimed Water that is delivered to the User meets all applicable state, federal and local requirements at the County's Compliance Points.

(ii) Upon a finding through the production of competent evidence that: (a) the User has not placed anything either into or onto the County's property or the County's easements for its reuse water delivery system without the County's written consent and the placement caused the alleged damage, and (b)(i) any Reclaimed Water delivered to the User does not meet applicable state, federal, or local requirements or (ii) the County is otherwise responsible for injury to persons on, or damages to the User's Property as the result of the negligence, omissions or willful acts of the County's employees, agents or other entities otherwise engaged by the County to develop, install, operate, manage or maintain the County's reuse water system on the User's Property; the County, expressly without waiving its sovereign immunity, and then only within the limitations of liability set forth in, and to the extent permitted by, Florida law, specifically including Section 768.28, Florida Statutes, hereby indemnifies and holds the User harmless from and against all liabilities, claims, damages, expenses, or actions, either at law or equity, caused or incurred as the result of the negligence, omissions or willful acts of the County, its agents, employees, residents, guests, or invitees, whose acts or omissions for which the User may be held liable during the User's performance of this Agreement. The County will not be held liable for any consequential damages as the result of its lawful activities in providing Reclaimed Water to any Users.

(iii) For the purpose of both provisions (i) and (ii) above, if the Parties cannot resolve any dispute between them with their own representatives, formal mediation with a Florida Certified Mediator shall be held by the Parties with each party bearing one-half (1/2) of the expenses of the Mediator selected by and acceptable to both Parties. If mediation between the Parties is unsuccessful, both Parties may avail themselves of all other available remedies at law and in equity.

18. **CROSS CONNECTIONS PROHIBITED.** On all properties where Reclaimed Water Service is provided, the public water supply shall be protected by an approved backflow protection device as specified in the Utility Ordinance, Cross Connection Control Program ("**CCCP**") (Resolution 2018-151), and the Standards, as may be amended or replaced from time to time.

To determine the presence of any potential hazards to the County's potable or Reclaimed Water Systems, the County shall have the right, but not the duty, to enter upon the User's premises and operate User's system receiving Reclaimed Water for the purpose of performing cross connection inspections. All such inspections shall be scheduled on a date and at a time mutually agreed to by the County and User.

If the User fails to comply with the CCCP, the County will immediately suspend Reclaimed Water service pursuant to the provisions of the CCCP. The County will provide a verbal notification to the User, followed by a detailed written notice as soon as practicable. Reclaimed Water service will be reinstated only upon (a) the removal of the cross connection together with any reasonable terms and conditions that the County determines are necessary to avoid future cross connections; (b) a determination that there is no history of previous cross connections or violations of the other provisions of the CCCP by the User relating to the public health and safety; and (c) the Florida Department of Environmental Protection ("**FDEP**") provides its approval of the reinstatement to the County in a writing. The User will be responsible for all costs incurred by the County and the User resulting from the cross connection. These costs include all potable or Reclaimed Water used, including all potable water used for flushing lines, and follow-up cross connection inspections performed by a licensed professional irrigation contractor or a certified Reclaimed Water field inspector as mandated by the County. Reclaimed Water service will not be restored prior to submittal of a written report summarizing the cross-connection inspections with subsequent written approval by the County and FDEP.

User shall provide results of cross connection inspections performed upon initial connection to the County's Reclaimed Water System and take all reasonable precautions to prevent any cross connections while making repairs or extensions to the User's irrigation system.

User must provide the results of a cross connection inspection performed at each internal service connection prior to each future Renewals of this Agreement. At the end of the term outlined in Section 6, all potable and Reclaimed Water service connections shall have been inspected. The results of the cross-connection inspections must be submitted to the County by the User within thirty (30) days of inspection. At the time of renewal of this Agreement, the User is required to submit reports of cross connection inspections. The connections that require inspections are listed in **Exhibit "B"** attached hereto and incorporated herein by this reference. Additional cross connection inspections may be required as determined by the County when additional service connections are made or cross connections are found.

19. **RATE TO BE CHARGED FOR RECLAIMED WATER.** The County and the User benefit from the County's provision of Reclaimed Water to the Property and the User's use of such Reclaimed Water from the County's Reclaimed Water System. Both Parties' St. Johns River Water Management District consumptive use permits require the use of Reclaimed Water. Application of the defined Disposal Allocation to the User's property provides certain cost avoidance benefits to the County as defined in **Exhibit "C"**. Due to these mutual benefits derived by both Parties from this Agreement, the County shall implement the specific rate schedule for the User for the use of the Reclaimed Water based upon the conditions defined in Section 40.
20. **BILLING.** Subject to terms and conditions of this Agreement, the County shall invoice User for services on a monthly basis in accordance with the Utility Ordinance, as amended, including billing cycle meter readings, calculated charges, and other applicable rates, fees, and charges; provided, however, that if no fees are due for services based on the terms of this Agreement, User shall not be charged any fees related to meter reading or other of the aforementioned administrative fees during the grace period defined in **Exhibit "C"**. Invoices will only be issued on months where fees or charges are due based on the terms of this Agreement and shall be sent to pgatouraccountspayable@pgatourhq.com. Any invoice issued shall include the billing period of service, the amount of Reclaimed Water service flow for each billing cycle, the total dollar and cents amount of the invoice, the amount of any credit applicable to such invoice whether by payment or otherwise, the due date, and contact telephone number for any questions regarding the invoice.
21. **UNPAID FEES.** User acknowledges and agrees that in the event that any fees, rates, or charges for the Reclaimed Water Service provided under this Agreement are not paid and become delinquent, the provisions detailed in Section 23 of the Utility Ordinance shall be enforced.
22. **USER EMERGENCY SITUATIONS.** In the event of an emergency as defined in this Paragraph 22, the User shall notify any of those County representatives set forth herein and request that the supply of Reclaimed Water temporarily cease. Such notice shall be

made in writing where circumstances permit (an electronic writing is acceptable), and in the event of an immediate emergency, such notice may be by telephone with subsequent written confirmation. However, the County shall notify the User prior to discharging to an alternate location and disclose discharge location to User. Emergencies shall include, but not be limited to, the following:

- (a) Climatic conditions such as hurricanes, floods or unseasonably excessive rainfall that makes it impossible for User to accept Reclaimed Water.
- (b) Short-term equipment or material failure, making it impossible for User to store or distribute the Reclaimed Water.
- (c) An act of God that makes it impossible for User to accept, store or distribute the Reclaimed Water.

23. COUNTY EMERGENCY SITUATIONS. The County may temporarily cease Reclaimed Water Delivery in anticipation of a major storm event or other operational emergencies as they arise. In these cases, service and any applicable usage fees shall be prorated accordingly based upon the duration of the service outage.

24. COUNTY NOT LIABLE FOR FAILURE TO DELIVER RECLAIMED WATER. The County shall not be held liable by the User for failure to deliver Reclaimed Water if certain situations preventing delivery exist that are beyond the reasonable control of the County. Such situations include, but are not limited to, the following:

- (a) Unavailability of Reclaimed Water due to a loss or lack of influent to the water reclamation facilities due to a collection system failure or a reduction of wastewater influent flow beyond the anticipated low flow periods.
- (b) Unavailability of Reclaimed Water due to a process failure.
- (c) Non-compliant Reclaimed Water, making it unusable for approved uses.
- (d) Equipment or material failure in the Reclaimed Water delivery system, including storage and pumping.
- (e) Reclaimed Water treatment facility repair or maintenance.
- (f) An act of God that makes delivery of Reclaimed Water by the County not feasible or impossible.
- (g) Unusual climatic conditions such as hurricanes, floods, or unseasonably excessive rainfall that makes it not feasible or impossible for the County to deliver Reclaimed Water.

In the instance of Force Majeure or other situations limiting Reclaimed Water availability, the County has the right to interrupt service per County operating protocols. Users directly impacted by a specific event; such as interruption of all Users downstream of Reclaimed Water main break will be interrupted as needed. In the event of limited Reclaimed Water availability, Bulk Users will be uniformly interrupted by a pro-rata percentage of their Allocation. Notwithstanding the foregoing, the County shall notify User as soon as County is aware that it will not be able to provide Reclaimed Water as defined in this Agreement, and shall endeavor in good faith to provide a reasonable estimate of when such delivery shall resume.

25. NOTICES. Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing sent electronically with a request for confirmation or receipt, or by facsimile with automated confirmation of receipt; or hand delivery by a private service; or by registered or certified United States mail, return receipt requested, postage prepaid; or personal delivery addressed as follows:

If to User:

PGA TOUR, Inc. and Tournament Players Club
at Sawgrass, Inc.
1 PGA Tour Boulevard
Ponte Vedra Beach, Florida 32082
ATTN: Chief Legal Officer

With Copy to User's representative:

Mr. Jeff Plots
PGA TOUR, Inc.
566 Dyes Valley Road
Ponte Vedra Beach, Florida 32082
Phone: (602) 501-9366
Email: jeffplots@pgatourtpc.com

If to County:

St. Johns County Utilities
1205 State Road 16
St. Augustine, Florida 32084-8646
ATTN: Utility Director

The addressees, addresses and numbers for the purpose of this section may be revised by either Party by giving written notice of such change to the other party in any of the manners provided herein. For the purpose of changing such addressees, addresses and numbers only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes. Notice given in accordance with the provisions of this section shall be deemed to be delivered and effective upon receipt of an automated fax confirmation; or on the fifth day after the certified or registered mail has been postmarked; or receipt of personal delivery; or delivery with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal service as not delivered as the case may be, if mailed.

26. NOTIFICATION IN EVENT OF EMERGENCY. The User's representative who shall be notified in the event of an emergency or County's inability to deliver Reclaimed Water are:

User's representative:

Mr. Jeff Plots
PGA TOUR, Inc.
566 Dyes Valley Road

Ponte Vedra Beach, Florida 32082
Phone: (602) 501-9366
Email: jeffplots@pgatourtpc.com

The County shall attempt User notification by telephone or email stating the nature of the emergency and the anticipated duration of the service interruption if the interruption is expected to exceed 72 hours. It is the responsibility of the User to provide written notification to the County of a change in representative. User may change its representative by providing written notice to County to become effective upon acknowledgement by County.

The County representatives who shall be notified in the event of an emergency are:

Reuse Coordinator, (904) 209-2738; and On Call Utility Emergency line, (904) 209-2700

27. **USE OF RECLAIMED WATER.** The User hereby affirms that it has read, understands and will fully comply with the terms, conditions, requirements and obligations of the Utility Ordinance for the receipt of County Reclaimed Water. The User shall accept the Reclaimed Water delivered by the County and use it only for approved uses on the User's Property pursuant to all applicable local, State, and Federal regulations.
28. **CHANGES IN LAW/EXCUSE FROM PERFORMANCE.**
- (i) This Agreement shall be subject to the terms of the St Johns County Utility Ordinance, as may be amended or replaced from time to time.
- (ii) During the term of this Agreement, if there are any amendments, revisions or changes made to any relevant provisions of federal, state or other local laws, rules or regulations that negatively affect either of the Parties' ability to perform its respective duties or obligations, or obtain the reasonably backed financial benefits expected under this Agreement, then within ninety (90) days following the final adoption of such new law, rule or regulation, the Parties will meet and conduct good faith discussions and negotiations with respect to resolving the effected Party's adverse impact to include a mutually agreeable termination of the Agreement.
- (iii) If for any reason during the term of this Agreement, any state or federal governments or agencies shall fail to issue necessary permits, grant necessary approvals, or shall adopt any laws or rules that will require any change in the operation of the treatment, transmission and distribution systems or the application and use of Reclaimed Water, then to the extent that such requirements shall affect the ability of any Party to perform any of the terms of this Agreement, the affected Party shall be excused from the performance thereof and the Parties hereto in conformity with such permits, approvals, or requirements shall negotiate a new Agreement if practicable.
- (iv) However, nothing shall require User or County to accept any new or renewal agreement if it substantially adds to or materially alters the County's or the User's obligations or responsibilities duties, obligations and expenditures hereunder.
29. **RIGHT TO TERMINATE.** In the event of a default under this Agreement, the non-defaulting Party shall provide the defaulting Party with written notice of the default. The defaulting Party shall be given a minimum of thirty (30) days or such other reasonable time period (if the default cannot be cured in thirty (30) days) to cure the default. If the default is not timely cured, the non-defaulting Party may notify the defaulting Party in writing that it has elected to terminate this Agreement. In the event that there is default under this Agreement that could result in immediate harm to the Public's health or safety, the non-defaulting Party may immediately suspend its performance under this Agreement to include the immediate suspension of the delivery of Reclaimed Water if the non-defaulting Party is the County, by providing the defaulting Party with telephonic notice of such suspension followed up by written notice. Any such suspension shall continue until such time as the default is cured or the Agreement has been terminated.
30. **ACCESS.** User consents to the reasonable entry by the County upon the User's Property as provided for by the Utility Ordinance.
31. **NO THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the identified Parties hereto, and their successors in interest, or assigns, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a Party hereto.
32. **SEVERABILITY.** If any court of competent jurisdiction finds that any part of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared severable.
33. **LAND USE APPROVALS.** This Agreement shall not be construed as a basis for granting, assuring, indicating, denying, refusing to grant or preventing any future grant of land use zoning approval, permissions, variances, special exceptions or any other rights with respect to the real property in the approved uses area, so long as those approvals do not render this Agreement null and void, and/or negatively impact the Reclaimed Water use by the User.
34. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, Florida Administrative Code, St Johns County Ordinances, and the St Johns County Utility Department Manual of Water, Wastewater, and Reuse Design Standards and Specifications, as they may be amended or replaced from time to time.
35. **ASSIGNMENT.** Assignment or transfer of the User's rights or obligations under this Agreement is prohibited without prior written consent of the County; provided, however, that the User shall be permitted to assign this Agreement to any successor in interest to or lessee of the Property. Any attempt by User to assign or otherwise transfer this Agreement off the Property shall be deemed to be null and void.

36. **BINDING EFFECT.** This Agreement shall be binding upon the Parties hereto, their successors and assignees.
37. **RECORDATION; AGREEMENT RUNS WITH THE LAND.** This Agreement shall be executed in accordance with Florida Statutes to allow for it to be recorded in the Public Records of St Johns County, Florida, at the County's cost, and shall thereby run with the land. Any easement granted by the User and any successor and/or assigns, or any termination issued hereunder, shall also be recorded in the Public Records of St Johns County, Florida.

The User shall have the right to sell, transfer or encumber the Property, except that written notice of any proposed sale or transfer must be given to the County, as provided for herein, at least thirty (30) days prior to sale or transfer. So long as use of the Property shall substantially continue to be for the purposes intended by this Agreement, any subsequent party shall be obligated under the same terms and conditions of this Agreement unless modified by written agreement between the County and any successor and/or assigns. At the first renewal period after such sale, transfer, or encumbrance, the Agreement must be renewed with the successor and/or assigns, or Reclaimed Water service will be discontinued.

38. **CHOICE OF LAW/VENUE.** This Agreement shall be governed by Florida law. Venue for any cause of action arising under this Agreement shall lie exclusively in St. Johns County, Florida or, for federal actions, in the Middle District of Florida, Jacksonville Division.
39. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter referenced herein. Any amendment hereto shall be in writing duly executed with the same formalities as this Agreement by the Parties hereto, or their successors in interest to the Property. Each amendment shall clearly and specifically refer to this Agreement by title and date.
40. **SPECIAL PROVISIONS.** Exhibit "C" attached hereto and incorporated herein by this reference ("the **Special Provisions**") assign and define site specific provisions, if any are applicable.
41. **EXHIBITS.** The attached exhibits are incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

[SIGNATURES FOLLOW ON NEXT PAGE]

Signed, sealed and delivered
in the presence of:

Tournament Players Club at Sawgrass, Inc., a Florida
Profit Corporation

By: _____
Name Printed: _____
Its Manager

(Print Name)

(Print Name)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Large User Agreement for Delivery and Reuse of Reclaimed Water was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2021, by _____, as _____ of **Tournament Players Club at Sawgrass, Inc., a Florida Profit Corporation**, on behalf of the company.

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____
Commission Number: _____

Signed, sealed and delivered
in the presence of:

PGA Tour, Inc.

By: _____
Name Printed: _____
Its Manager

(Print Name)

(Print Name)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Large User Agreement for Delivery and Reuse of Reclaimed Water was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2021, by _____, as _____ of **Tournament Players Club at Sawgrass, Inc., a Florida Profit Corporation**, on behalf of the company.

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____
Commission Number: _____

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, FLORIDA, a
political subdivision of the State of Florida

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name _____

ATTEST:

BRANDON J.
PATTY Clerk of the
Court

By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2021, by _____, as _____ of **St. Johns County**, a political subdivision of the State of Florida, on behalf of said political subdivision. He/she (*check one*) is personally known to me, or has produced a valid driver's license as identification

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____
Commission Number: _____

Passed and Duly Adopted by the Board
of County Commissioners of St. Johns County,
Florida, this _____ day of _____, 2021:

By: _____
Jeremiah R. Blocker, Chairman

Attested:
Clerk to the Board

Brandon J. Patty, Clerk

LIST OF EXHIBITS

- Exhibit "A" - Map of Area Served and Point of Delivery
- Exhibit "B" - Cross Connection Control Inspection List
- Exhibit "C" - Special Provisions

EXHIBIT "A"

MAP OF AREA SERVED AND POINT OF DELIVERIES



0.25
Miles

**EXHIBIT A - TPC AT SAWGRASS
MAP OF AREA SERVED AND
POINT OF DELIVERIES**



Prepared by:
SJC Utilities Dept.
on 6/25/2021

EXHIBIT "B"

CROSS CONNECTION CONTROL INSPECTION LIST



St. Johns County Reclaimed Water Site Inspection

Work Order No.:	Location (Account) No.:
Location/Subdivision Notes:	Reclaimed Meter No.:
Contact Person/Resident:	Reclaimed Meter Location:
Address:	Potable Meter No.:
Phone:	Potable Meter Location:
Email:	Usage Notes:
Number of Irrigation Zones:	Type of Use: Residential / Other (Specify):

GENERAL INSPECTION

Reclaimed water signage present at site or in subdivision?	Yes	No
Reclaimed water meter box, piping, and sprinkler heads are all purple?	Yes	No
Irrigation system is calibrated and free of leaks/breaks?	Yes	No
Reclaimed water connected to irrigation system ONLY?	Yes	No
Reclaimed water used for approved applications only?	Yes	No

RESIDENTIAL INSPECTION

Hose bibs are connected to potable water ONLY?	Yes	No
Vacuum breakers present on exterior hose bibs?	Yes	No
Backflow device (dual check valve) accessible in potable meter box?	Yes	No
Rain sensor installed and clear of roofline?	Yes	No

NOTE: If "No" is selected for any of the above questions, note correction needed in comments, turn off and lock Reclaimed meter, and notify your direct supervisor and/or Reclaimed Water Coordinator.

COMMENTS

Reclaimed water literature left with customer?	Yes	No
Requires follow up? (list in comments)	Yes	No
Corrections made? (list in comments)	Yes	No
Garden, fruit trees, or alternate water source present? (list in comments)	Yes	No
Additional Comments/Corrections needed:	_____	

RECLAIMED WATER INSPECTION PROCEDURES

Step 1 – Turn OFF the potable water meter and unlock and turn ON Reclaimed water meter. Turn ON and run at least one hose bib on the outside of the residence. No flow should be observed from the hose bib after 10 seconds.

Did this test pass? YES NO

Step 2 – If Step 1 was successful, turn ON and run each zone of the irrigation system.

Did this test pass? YES NO

*If inspections pass, make sure both the potable and reclaimed water meters are turned ON.

*If any inspection fails, turn OFF and lock the reclaimed water meter and contact your supervisor.

RECLAIMED WATER SERVICE APPROVED / DENIED

Inspected by: _____
Date & Time: _____

(Revised 5/22/2020)

EXHIBIT “C”

SPECIAL PROVISIONS

- C.1. **STATEMENT OF MUTUAL BENEFITS:** Reuse service to the User is mutually beneficial to the parties as defined below in this Section.
- C.2. **DISPOSAL ALLOCATION:** In accordance with Section 5 of this Agreement, the User agrees to receive **12.167 million gallons per month (average of 400,000 gallons per day)**, as a Disposal Allocation from the County’s Players Club and/or Sawgrass Water Reclamation Facilities (WRFs). This Disposal Allocation allows the County to achieve required regulatory loading limits to the receiving surface water. Flow provided to the User may be interrupted or halted for undetermined periods as needed by the County, subject to the terms set forth in the Agreement. The User should maintain a backup source for irrigation water to serve during potential interruptions in service from the County.
- C.3. **MODIFIED RATE STRUCTURE AND SCHEDULE:** In consideration of the defined project costs, the substantial estimated cost avoidance value of the Disposal Allocation and the operational flexibility to interrupt flow as necessary, the County shall implement a grace period (the “**Grace Period**”) through the term of this Agreement to provide reuse water to the User based on the conditions defined below. It is the County’s intent to implement a uniform Disposal Allocation incentive policy to all other Large Users in the Ponte Vedra Service Area for as long as there is significant cost avoidance as described in Section E.3.
1. User will accept and utilize the defined Disposal Allocation as available from the County. User’s failure to accept Disposal Allocation over a period of three (3) consecutive months over a rolling annual period during the term of this Agreement shall nullify the Grace Period and will cause the User to be subject to the standard prevailing rates for reclaimed water service. Failure of User to accept the Disposal Allocation in any months as a results of either a User Emergency as defined in Paragraph 22 of the Agreement or a County Emergency as defined in Paragraph 23 shall not be considered as a basis for nullification of the Grace Period.
 2. The Grace Period will expire upon the later of (a) the expiration of the initial term of this Agreement, which is defined in Section 6 hereof, or (b) upon the date the County uniformly discontinues the Disposal Allocation incentive for all Large Users in the Ponte Vedra Service Area. Prevailing reclaimed water service rates shall apply upon the expiration of this Grace Period. The User will not be obligated to maintain a required minimum use of such water upon expiration of the Grace Period or upon discontinuation of the Disposal Allocation incentive.