

RESOLUTION NO. 2011-263

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A LICENSE AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND PGA TOUR, INC.; PROVIDING FOR THE INCORPORATION OF RECITALS; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY; AND PROVIDING FOR THE CORRECTION OF ERRORS

RECITALS:

WHEREAS, PGA Tour, Inc. and St. Johns County, Florida (County) desire to enter into a "License Agreement" for use of the PGA Tour Inc. parking lot located at 5450 Palm Valley Road; and

WHEREAS, from time to time PGA Tour, Inc. has allowed St. Johns County to utilize said parking facility to stage household hazardous waste collection events dating back to February 2004; and

WHEREAS, PGA Tour, Inc. and St. Johns County have entered into and executed substantially the same Standard License Agreement for each use of the PGA parking facility since that time (*see* Exhibit A, attached hereto and incorporated herein); and

WHEREAS, the Legal Department of PGA Tour, Inc. has requested minor revisions to the Standard License Agreement regarding clean-up of the area following the event and insurance requirements (*see* Exhibit B, attached hereto and incorporated herein); and

WHEREAS, in light of the scope and rational for the License Agreement, the proposed revisions are reasonable; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the revised License Agreement (Exhibit B), and incorporated herein, as Exhibit "A"; and

WHEREAS, the County has determined that accepting the minor revisions to the Standard License Agreement, and entering into said Agreement will 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. Effect of Recitals.

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

Section 2. Authorization to Execute.

The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the revised License Agreement between St. Johns County, Florida, and PGA Tour, Inc., and authorizes the County Administrator, or designee, to execute the License Agreement on behalf of St. Johns County.

Section 3. Correction of Errors.

To the extent that there are typographical, administrative, and/or scrivener's errors or omissions that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of September, 2011.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

Attest:

Rem Halterman
Deputy Clerk

By:

[Signature]
Chair

RENDITION DATE 9/22/11



Exhibit A

LICENSE AGREEMENT

Agreement made hereby and between PGA Tour, Inc., hereinafter referred to as the **Licensor**, and St. Johns County Solid Waste Management, hereinafter referred to as the **Licensee**.

The parties agree as follows:

1. The **Licensors** hereby grant to the **Licensee** and **Licensee's** franchised solid waste collector/hauler, Seaboard Waste Systems, the right, privilege and permission to enter on the premises of 5450 Palm Valley Road, Ponte Vedra Beach, Florida, 32082, also identified as parcels 069800-0000 and 066200-0000 of the Christina Hill Grant, hereinafter referred to as the "volunteer parking area," or **VPA**, as described in documents marked Exhibit A, attached hereto.
2. The above granted permission is for the purpose of collecting household chemicals ("household hazardous waste") and obsolete household electronics as a benefit to the community and to eliminate the improper disposal of such waste in the environment. The **License** shall be effective May 20, 2011 at 8:00 AM and expire at 3:00 PM, May 21, 2011.
3. The privilege granted by this agreement is without consideration and is merely an accommodation to the **Licensee**. For the purpose of this agreement, **Licensee** agrees to name PGA Tour, Inc., as "additional insured" on **Licensee's** insurance certificate. To the extent permitted by law, **Licensee** shall assume liability for the actions of **Licensee's** franchised solid waste collector/hauler, Seaboard Waste Systems, which is acting as independent contractor to **Licensee** in the provision, placement, and removal of containers for this event. **Licensee** shall provide temporary signage as consistent with County Ordinance, State Statute, or Federal Rule or Regulation to direct citizens to the event.
4. The **Licensee**, in the manner and to the extent provided by Florida Statue 768.28 and other applicable Florida law, shall be liable for claims for damage or loss of property, personal injury or death caused by the act or omissions of the **Licensee** and its employees in the use of the licensed premises and the **License** as given in this license. Nothing herein affects **Licensee's** regulatory, administrative or enforcement ability/capability with respect to **Licensee's** franchised solid waste collector/hauler, Seaboard Waste Systems. Further, nothing herein shall be construed as consent by a state agency or a subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

THIS IS THE FORM WE HAVE
BEEN USING.

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IN WITNESS THEREOF, the undersigned have signed and sealed these presents or caused these presents to be executed by its duly authorized officers and its seal to be affixed hereto this _____ day of _____, 2011.

Witness for Licensor

For PGA Tour, Inc. **Licensor**

Witness for Licensee

For St. Johns County, Florida **Licensee**

Exhibit B

LICENSE AGREEMENT

Agreement made hereby and between PGA TOUR, Inc., hereinafter referred to as the Licensor, and St. Johns County, hereinafter referred to as the Licensee.

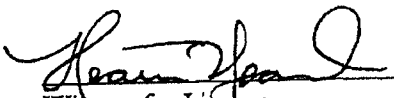
The parties agree as follows:

1. The Licensor hereby grants to the Licensee and Licensee's franchised solid waste collector/hauler, Seaboard Waste Systems, the right, privilege and permission to enter on the premises of 5450 Palm Valley Road, Ponte Vedra Beach, Florida 32082, also identified as parcels 069800-0000 and 066200-0000 of the Christina Hill Grant, hereinafter referred to as the "volunteer parking area," or VPA, as described in documents marked Exhibit A, attached hereto.
2. The above granted permission is for the purpose of collecting household chemicals ("household hazardous waste") and obsolete household electronics as a benefit to the community and to eliminate the improper disposal of such waste in the environment. The License shall be effective November 5, 2010 at 8:00 AM and expire at 3:00 PM, November 6, 2010.
3. At the conclusion of Licensee's use of the VPA under this Agreement, Licensee shall remove all of Licensee's signs, vehicles, collection containers/receptacles, trash and other personal property and shall return the VPA to Licensor in the condition the VPA was in immediately prior to Licensee's occupancy of the VPA, normal wear and tear excepted.
4. The privilege granted by this agreement is without consideration and is merely an accommodation to the Licensee. For the purpose of this agreement, Licensee agrees to name PGA TOUR, Inc. as "additional insured" on Licensee's insurance policy (being a comprehensive general public liability insurance policy with coverages in such amounts as Licensor may reasonably require), as will be reflected on Licensee's insurance certificate. Licensee shall provide Licensor with a copy of the insurance certificate upon request by Licensor. To the extent permitted by law, Licensee shall assume liability for the actions of Licensee's franchised solid waste collector/hauler, Seaboard Waste Systems, which is acting as independent contractor to Licensee in the provision, placement, and removal of containers for this event. Licensee shall provide temporary signage as consistent with County Ordinance, State Statute, or Federal Rule or Regulation to direct citizens to the event.
5. The Licensee, in the manner and to the extent provided by Florida Statute 768.28 and other applicable Florida law, shall be liable for claims for damage or loss of property, personal injury or death caused by the act or omissions of the Licensee and its employees in the use of the licensed premises and the License as given in this license. Nothing herein affects Licensee's regulatory, administrative or enforcement

PGA LAWYERS WANT US TO USE
THIS LANGUAGE.

ability/capability with respect to Licensee's franchised solid waste collector/hauler, Seaboard Waste Systems. Further, nothing herein shall be construed as consent by a state agency or a subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. (In the event of any release of a hazardous substance, as defined in federal or state law, into the environment Licensee will remove, or cause to be removed, such material at its own expense and will indemnify and hold harmless Licensor from and against any and all liabilities, obligations, and/or loss and expense incurred or imposed, including, without limitation, reasonable attorneys' fees and costs, Licensor suffers as a result of the release. Licensee's liability for such indemnification, and for its agreements under Paragraph 3 above, will survive any expiration, cancellation, or termination of this Agreement or transfer of Licensor's interest in the VPA. For purposes of this paragraph, the term "release" means any spilling, leaching, pumping, pouring, emitting, emptying, discharging, injecting, escaping, dumping, or disposal into the environment and the term "environment" means any surface or groundwater, drinking water supply, land, surface or subsurface strata, or the ambient area.)

IN WITNESS THEREOF, the undersigned have signed and sealed these presents or caused these presents to be executed by its duly authorized officers and its seal to be affixed hereto this 25th day of October, 2010.


Witness for Licensor


Licensor
PGA TOUR, Inc.

Witness for Licensee

Licensee
For St. Johns County, Florida