

RESOLUTION NO. 2016-49

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND PGA TOUR, INC., AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY, AND RECOGNIZING & APPROPRIATING A PGA TOUR PAYMENT WITHIN THE FISCAL YEAR 2016 TRANSPORTATION TRUST FUND.

RECITALS

WHEREAS, the PGA TOUR is the organization of professional tournament golfers of worldwide stature that, among other things, sanctions owns and operates THE PLAYERS Championship; and

WHEREAS, THE PLAYERS Championship is one of the most anticipated tournaments on the PGA TOUR, and is held at the TPC Sawgrass, a top Florida golf resort located in St. Johns County, which is recognized nationally as a tourist destination; and

WHEREAS, THE PLAYERS Championship provides significant benefits to the County through national promotion, positive economic impact, attracting a large number of spectators to the area, and generating significant charitable proceeds to benefit the community; and

WHEREAS, the County and the PGA TOUR agree that there is a need to identify the existing transportation systems and evaluate and deploy future transit strategies to alleviate or mitigate traffic issues during THE PLAYERS Championship and related events; and

WHEREAS, the parties seek to enter into a Memorandum of Understanding to set forth their respective responsibilities in completing a comprehensive traffic study in the area proximate to the TPC Sawgrass and other areas impacted by THE PLAYERS Championship; and

WHEREAS, the County has determined that entering into the attached MOU serves a public purpose; and

WHEREAS, the PGA Tour agrees to shall provide to the County thirty-five thousand dollars (\$35,000) for the purpose of completing the evaluation; and,

WHEREAS, the PGA Tour payment was not anticipated during the Fiscal Year 2016 budget process and necessitates recognition and appropriation within the Fiscal Year 2016 Transportation Trust Fund.

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

Section 1. The above recitals are 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 Agreement and authorizes the County Administrator, or his designee, to execute an agreement in substantially the same form as the attached agreement on behalf of the County. In addition, the PGA Tour payment in the amount of \$35,000 necessitates recognition and appropriation within the Fiscal Year 2016 Transportation Trust Fund.

Section 3. To the extent that there are typographical or administrative errors 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 16 day of February, 2016.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

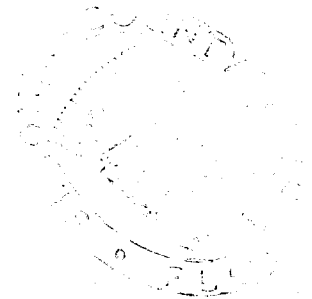
Attest:

Pam Halterman
Deputy Clerk

By:

Jeb S. Smith
Jeb S. Smith, Chair

RENDITION DATE 2/18/16



MEMORANDUM OF UNDERSTANDING
(SJC/PGA Traffic Study)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into as of this ___ day of _____, 2016, by and between St. Johns County (County), a political subdivision of the State of Florida, located at 500 San Sebastian View, St. Augustine, Florida 32084, and PGA TOUR, Inc. (PGA TOUR), a Maryland not-for-profit corporation, located at 100 PGA TOUR Boulevard, Ponte Vedra Beach, Florida 32082.

WHEREAS, the PGA TOUR is the organization of professional tournament golfers of worldwide stature that, among other things, sanctions owns and operates THE PLAYERS Championship; and

WHEREAS, THE PLAYERS Championship is one of the most anticipated tournaments on the PGA TOUR, and is held at the TPC Sawgrass, a top Florida golf resort recognized nationally as a tourist destination; and

WHEREAS, THE PLAYERS Championship provides significant benefits to the County through national promotion, positive economic impact and attracting a large number of spectators to the area; and

WHEREAS, the County and the PGA TOUR agree that there is a need to identify the existing transportation systems and evaluate transit strategies during THE PLAYERS Championship and related events; and

WHEREAS, the parties seek to enter into this MOU to set forth their respective responsibilities in completing a comprehensive traffic study in the area proximate to the TPC Sawgrass and other areas impacted by THE PLAYERS Championship, as more particularly described herein.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this MOU, the County and the PGA TOUR agree as follows:

1. Incorporation of Recitals. The recitals above are hereby incorporated into the body of this MOU, and are hereby adopted as findings of fact.

2. Scope of Services. The County will provide traffic operations expertise to evaluate THE PLAYERS Championship event conditions related to traffic flow and parking. The County will complete the evaluation by collecting data from the area proximate to the TPC Sawgrass and other areas affected by THE PLAYERS Championship, including some roadways located in Duval County, Florida. The County will coordinate with local agencies as necessary to complete the evaluation. The evaluation will be completed three months following THE PLAYERS Championship 2016. The County will conduct an evaluation as provided in the Scope of Services attached as Exhibit A to this MOU. Following the conclusion of the evaluation activities, the County shall meet with the PGA TOUR to discuss the information gathered.

3. Funding. The PGA TOUR shall pay the County up to thirty five thousand dollars (\$35,000) for the purpose of completing the evaluation. Payment shall be made within thirty (30) days of PGA TOUR's receipt of the final invoice upon completion of the Scope of Services set forth in Exhibit A.

4. Effective Date. This MOU will become effective upon full execution by the parties and will remain in force and effect for one year after the effective date, unless otherwise amended in writing by the parties.

5. Relationship of the Parties. This MOU shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association, or joint venture between the County, and the PGA TOUR.

6. No Third Party Beneficiaries. Both the County and the PGA TOUR explicitly agree that nothing in this MOU shall be construed to create any third party beneficiary status to any person or entity.

7. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this MOU shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

8. Notices. All notices to the County shall be delivered either by hand (receipt of delivery required), or by certified mail to:

Andrew J. Ames, P.E.
County Traffic Engineer
2740 Industry Center Road
St. Augustine, FL 32084

All notices to the PGA TOUR shall be delivered either by hand (receipt of delivery required), or by certified mail to:

PGA TOUR, Inc.
100 PGA TOUR Blvd.
Ponte Vedra Beach, Florida 32082
ATTN: Chief Legal Officer

All other correspondence, not classified as notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including, faxing, e-mailing, or text messaging.

9. Amendments. No amendments or modifications to this MOU shall be effective unless made in writing and signed by each of the parties.

10. Assignment. Neither the County nor the PGA TOUR shall assign the duties and responsibilities outlined in this MOU without the written consent of the other.

11. Effect of Failure to Insist on Strict Compliance with Conditions. The failure of either party to insist upon strict performance of any term, condition, provision, or requirement of this MOU, shall not be construed as a waiver of such term, condition, provision, or requirement on any subsequent occasion.

12. Governing Law and Venue. This MOU shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this MOU shall be in St. Johns County, Florida.

13. Compliance with Local, State, and Federal Rules, Regulations, and Laws. Each of the parties will abide by and comply with all applicable local, state and federal laws, rules, regulations, orders, and policies in performance of this MOU.

14. Severability. If any word, phrase, sentence, part, subsection, section, or other portion of this MOU, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this MOU, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

15. Authority to Execute. Each party to this MOU covenants to the other party that it has the lawful authority to enter into this MOU and that it has authorized the execution of this MOU by the representative noted below.

IN WITNESS WHEREOF, the parties hereto have executed this MOU.

ST. JOHNS COUNTY:

Print name:

Title: _____

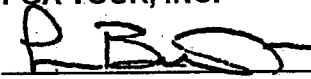
Legally Sufficient:

Senior Assistant County Attorney

Attest: Hunter S. Conrad, Clerk

By: _____
Deputy Clerk

PGA TOUR, INC.

 2-12-16

Print name:

Title: _____
Leonard D. Brown, Jr.
Executive Vice President &
Chief Legal Officer

APPROVED
Chief Financial Officer 
Chief Legal Officer 

The Players Championship Operational Assessment

SCOPE OF SERVICES

1. PURPOSE

RS&H, Inc. (RS&H) will provide St. Johns County (SJC) with engineering services to evaluate the traffic operational conditions for The Players Championship (TPC). The evaluation will include the collection of data from the area including some roadways in Duval County, coordination with the surrounding agencies, and recommended suggestions for the Tournament on traffic operations. This task work order will be the first phase of a multi-phase effort and will focus on the 2016 TPC.

2. TASK ELEMENTS

2.1 Parking Lot Availability (2016 TPC)

RS&H will assist in identifying potential parking lots (off-site) that may be used during TPC in which motorist would park and take a shuttle bus to the tournament. Aerial photography and GIS parcel data will be used to review existing large parcels or existing lots. Once potential parking lots are identified, RS&H will provide the locations and parcel owner information to SJC. It is understood that the desired number of additional parking spaces is 3,000 vehicles for one site or 1,500 vehicles at two sites.

2.2. High Level Assessment of Short-Term Improvements (2016 TPC)

RS&H will work with SJC to identify short-term, low cost improvements that can be implemented for the 2016 TPC. An example include potential rerouting of shuttle buses. This analysis will be based on discussions with SJC and PGA on potential options that can facilitate traffic operations. This task will also review the viability of utilizing SR A1A with a contraflow lane to allow for shuttle bus lanes from the north.

2.3. Traffic Volume Counts and Capacity Analysis (2017 TPC)

RS&H will work with SJC to identify traffic count locations to analyze the traffic patterns before and during the 2016 TPC. Turning movement counts and tube counts will be performed along core roadway impacted by TPC. RS&H will analyze the data to identify travel patterns during TPC. The volume data will assist in performing capacity analysis at key locations, such as along SR A1A and intersections accessing TPC at Sawgrass.

3.0 DELIVERABLES

Several deliverables will be provided as part of this task work order, which include the following:

- Provide documentation and figures identifying potential parking sites for the 2016 TPC.
- Provide documentation of potential short-term improvements related to traffic circulation for 2016 TPC.
- Process traffic volume data to determine travel patterns and severity of congestion at key signalized intersections, which will be illustrated using figures and charts.

4. SCHEDULE

Upon the notice to proceed, RS&H will start working on the three tasks. All of the tasks will be completed by August 2016.

5. FEE

RS&H estimates a fee not to exceed \$35,000.