

RESOLUTION NO. 2023 72

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF AN AGREEMENT FOR FIRE RESCUE AND EMERGENCY MEDICAL SERVICES BETWEEN PGA TOUR, INC. AND ST. JOHNS COUNTY; AUTHORIZING COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, PGA Tour, Inc. (“Tour”) will host the 2023 THE PLAYERS Championship (“Tournament”) at TPC Sawgrass in Ponte Vedra Beach, Florida, from March 6 -12, 2023, including any such succeeding day or days that may be required for a play-off or postponement of the Championship; and

**WHEREAS**, Tour, acting by its duly elected and qualified officers, is desirous of providing the attendees of the Tournament with emergency medical services and medical transportation services (hereinafter collectively referred to as “Services”), and also desires to secure such Services for the protection of persons in threat of injury or harm located within the Tournament; and

**WHEREAS**, St. Johns County (“County”), through St. Johns County Fire Rescue, provides such Services within the State of Florida, and is duly licensed by the Florida Department of Health to provide such Services; and

**WHEREAS**, the County desires to provide such Services to the attendees of the Tournament during the agreed upon times beginning March 6, 2023 through March 12, 2023, subject to the terms, conditions, provisions, and requirements of the Agreement for Fire Rescue and Emergency Medical Services attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, the County determines that entering into the Agreement for Fire Rescue and Emergency Medical Services serves a public purpose and is in the interest of the County and the public.

**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 adopted as legislative findings of fact and incorporated herein.

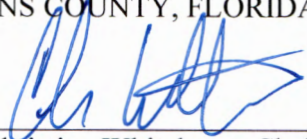
**Section 2.** The Board of County Commissioners of St. Johns County, Florida hereby approves the terms, conditions, provisions, and requirements of the Agreement for Fire Rescue and Emergency Medical Services with PGA Tour, Inc.; and authorizes the County Administrator, or designee, to execute the agreement on behalf of St. Johns County in substantially the same form and format as attached hereto.

**Section 3.** To the extent there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or concept of this resolution, this Resolution may be revised without subsequent approval by the Board of County Commissioners of St. Johns County, Florida.

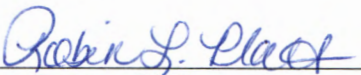
**Section 4.** This Resolution shall be effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida this 21<sup>st</sup> day of February, 2023.

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

By:   
Christian Whitehurst, Chair

ATTEST: Brandon J. Patty,  
Clerk of the Circuit Court & Comptroller

By:   
Deputy Clerk

Rendition Date FEB 21 2023



**AGREEMENT FOR FIRE RESCUE AND EMERGENCY MEDICAL SERVICES**

**THIS AGREEMENT FOR FIRE RESCUE AND EMERGENCY MEDICAL SERVICES** (the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “**Effective Date**”), by and between **PGA TOUR, Inc.**, a Maryland corporation, having its principal office at 1 PGA TOUR Boulevard, Ponte Vedra Beach, Florida 32082 (hereinafter referred to as “**TOUR**”) and **St. Johns County**, a political subdivision of the State of Florida, located at 3657 Gaines Road, St. Augustine, Florida 32084 (hereinafter referred to as “**SJFR**”).

**WITNESSETH:**

**WHEREAS**, TOUR will host the 2023 THE PLAYERS Championship (the “**Tournament**”) at TPC Sawgrass in Ponte Vedra Beach, Florida, from March 6 -12, 2023, including any such succeeding day or days that may be required for a play-off or postponement of the Championship.

**WHEREAS**, TOUR, acting by its duly elected and qualified officers, is desirous of providing the attendees of the Tournament with emergency medical services and medical transportation services (hereinafter collectively referred to as “**Services**”), and also desires to secure such Services for the protection of persons in threat of injury or harm located within the Tournament;

**WHEREAS**, SJFR provides such Services within the State of Florida, and is duly licensed by the Florida Department of Health to provide such Services;

**WHEREAS**, SJFR desires to provide such Services to the attendees of the Tournament at the TPC Sawgrass located at 110 Championship Way, Ponte Vedra Beach, Florida 32082, during the agreed upon times beginning March 6, 2023 through March 12, 2023.

**NOW, THEREFORE**, in consideration of the parties’ mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Term.** This Agreement shall commence on March 6, 2023 and shall continue through March 12, 2023, unless otherwise terminated in accordance with the terms set forth herein (“**Term**”); provided, however, that such Term shall be automatically extended to include an additional day, or days, resulting from any play-off or postponement of the Tournament due to a Force Majeure event as set forth below.
2. **Force Majeure.** If at any time before or during the Term, the Tournament is cancelled, delayed, shortened, or rescheduled by reason of a governmental regulation or order, strike, lock-out, war, fire, earthquake, hurricane, or act of God, or by any other cause of a similar or dissimilar nature beyond the control of TOUR (“**Force Majeure**”), then this Agreement shall be suspended during all or any part of the continuation of any Force Majeure and shall resume at such time as the Tournament resumes play. TOUR may, at its option, terminate this Agreement by reason of such Force Majeure..
3. **Payment.** In consideration for SJFR providing the Services under this Agreement, TOUR shall pay SJFR in accordance with the estimated Services on Exhibit A. Any change to the Services must be pre-approved by TOUR. Upon completion of the Services after the conclusion of the Tournament, SJFR shall invoice TOUR for the actual and verified total hours of Services provided. TOUR shall pay SJFR within thirty (30) days of receipt of SJFR’s invoice.
4. **Duties of SJFR.** SJFR shall:
  - (a) Provide fire and rescue as well as ambulatory services in connection with the Tournament in accordance with the proposed schedule attached hereto as Exhibit A. Any adjustment to the

services set forth on Exhibit A must be set forth in writing and shall require TOUR's prior written approval.

- (b) Provide the Services in accordance with the terms of this Agreement and in accordance with all federal, state, and local laws and regulations.
- (c) At all times remain licensed, certified or enrolled in good standing with all applicable state and federal authorities, with all state and federal health care programs, and all required state or national accrediting organizations.
- (d) Coordinate its call responses with TOUR's representative during the times of operation and will report to TOUR's representative in keeping with the provisions of this Agreement.
- (e) Maintain general liability insurance with a limit not less than \$1,000,000 each occurrence and \$3,000,000 aggregate, automobile liability insurance not less than \$1,000,000 per occurrence, SJFR will provide TOUR with current certificates of all such insurance. TOUR shall be named as an additional insured on the general liability insurance and SJFR shall provide current endorsement to such policy demonstrating such coverage.

5. **Duties of TOUR.** TOUR shall:

- (a) Provide nine (9) golf carts daily during the Term for SJFR's use for emergency response on-site. Golf carts will be used in accordance with TOUR's Vendor and Contractor Golf Cart Safety Training Acknowledgment, attached hereto as Exhibit B.
- (b) Provide SJFR staff parking for up to two (2) vehicles daily during the Term.
- (c) Provide five (5) on-site hand held radio for communications with TOUR staff during the Term.
- (d) Maintain general liability insurance with a limit not less than \$1,000,000 each occurrence and \$3,000,000 aggregate, automobile liability insurance not less than \$1,000,000 per occurrence, TOUR will provide SJCFR with current certificates of all such insurance. SJCFR shall be named as an additional insured on the general liability insurance and TOUR shall provide current endorsement to such policy demonstrating such coverage.

6. **Medical and Related Records/Confidentiality.** SJFR agrees to utilize the TOUR's Incident Report form to document incident information, and SJFR shall return all completed incident reports to TOUR staff at the completion of each day of the Event. SJFR shall redact any protected health information from the Incident Report form unless authorized by the patient to release such information to the TOUR. A copy of the TOUR Incident Report form is attached hereto as Exhibit C. SJFR shall maintain adequate records on a reasonably current basis regarding the Services provided pursuant to this Agreement. Any medical records relating to the provision of the Services shall remain the property of SJFR. Such records shall be treated confidentially and maintenance and access to them shall comply with all federal, state and local laws and regulations. TOUR may request documentation of all calls on which SJFR is dispatched within the geographical limits of the Event. Notwithstanding the foregoing, in no event shall SJFR provide TOUR with any protected health information, legally protected patient information, or other information deemed to be confidential under state or federal law unless such disclosure is permissible pursuant to applicable law.

7. **Notices.** All notices and other communications sent hereunder shall be in writing and shall be deemed given if delivered personally, by overnight delivery service or mailed by registered or certified mail, return receipt requested, to the parties at following addresses or such other addresses as the parties may later designate in writing.

**SJFR:**

**St. Johns County Fire Rescue**

3657 Gaines Road

St. Augustine, FL 32084

Attn: \_\_\_\_\_

**TOUR:**

**PGA TOUR, Inc.**

1 PGA TOUR Boulevard

Ponte Vedra Beach, FL 32082

Attn: Leonard D. Brown Jr., EVP & Chief Legal Officer

8. **Miscellaneous.** This Agreement (i) is governed by and shall be construed in accordance with the laws of the State of Florida; (ii) contains the entire understanding and agreement of the parties with respect to its subject matter; (iii) supersedes all prior and contemporaneous oral or written statements, proposals, representations or warranties by either party regarding this Agreement or its subject matter; (iv) cannot be altered or amended except in a writing signed by the parties; (v) shall not be construed as establishing any type of partnership, joint venture, express or implied agency, employer-employee or special fiduciary relationship between the parties; (vi) may not be transferred or assigned in whole or in part without the prior written permission of the other party (except by TOUR, solely for tax planning purposes); (vii) is binding upon the parties, their lawful successors and permitted assigns, and (viii) may be executed in counterparts which, taken together, shall constitute one binding agreement. Venue for any cause of action arising out of this Agreement shall lie exclusively in St. Johns County, Florida. The failure of either party to insist on strict performance of any term of this Agreement shall not be construed as a waiver of such term on any subsequent occasion. All waivers must be in a writing signed by the waiving party. Nothing in this Agreement shall be construed as a waiver on the part of SJFR of its sovereign immunity or of the limitations of liability set forth in Section 768.28, Florida Statutes. Each provision of this Agreement is severable and the invalidity of any part or paragraph shall not affect the enforceability of the remainder. Paragraphs 5 and 7 shall survive the termination or expiration of this Agreement. Signatures provided by facsimile or similar electronic means shall be binding as if originals. By signing below, the parties represent and warrant that they have the authority to bind their respective organizations to the terms of this Agreement, and that their respective organizations intend to be legally bound to the terms of this Agreement.

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties have executed this Agreement on the Effective Date.

**ST. JOHNS COUNTY**

**PGA TOUR, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Leonard D. Brown Jr.

Chief Legal Officer

**EXHIBIT A**  
**Services**

**(Monday) (8a-5p)**

IC	75	10	\$750.00
Ops	65	10	\$650.00
IMT	65	8	\$520.00
Bike Unit	110	9	\$990.00
Mobile Unit	110	9	\$990.00
HM/Suppression	110	9	\$990.00
Comm Supervisor	65	9	\$585.00
Logistics	65	6	\$390.00
Logistics	65	0	\$0.00
Inspector	65	0	\$0.00
Inspector	65	0	\$0.00
<b>TOTAL</b>			<b>\$5,865.00</b>

**(Tuesday) (8a-7p)**

IC	75	11	\$825.00
Ops	65	11	\$715.00
IMT	65	8	\$520.00
Bike Unit	110	10	\$1,100.00
Bike Unit	110	10	\$1,100.00
Bike Unit	110	10	\$1,100.00
Mobile Unit	110	10	\$1,100.00
HM/Suppression	110	10	\$1,100.00
Inspector	65	0	\$0.00
Inspector	65	0	\$0.00
Comm Supervisor	65	10	\$650.00
Comm Operator	65	10	\$650.00
Logistics	65	0	\$0.00
<b>TOTAL</b>			<b>\$8,860.00</b>

**(Wednesday) (8a-6p)**

IC	75	11	\$825.00
Ops	65	11	\$715.00
IMT	65	8	\$520.00
Bike Unit	110	9	\$990.00
Bike Unit	110	9	\$990.00
Bike Unit	110	10	\$1,100.00
Mobile Unit	110	10	\$1,100.00

HM/Suppression	110	10	\$1,100.00
Inspector	65	2	\$130.00
Inspector	65	2	\$130.00
Comm Supervisor	65	10	\$650.00
Comm Operator	65	10	\$650.00
Logistics	65	2	\$130.00
<b>TOTAL</b>			<b>\$9,030.00</b>

**(Thursday) (8a-7p)**

IC	75	12	\$900.00
Ops	65	12	\$780.00
IMT	65	8	\$520.00
Bike Unit	110	11	\$1,210.00
Bike Unit	110	11	\$1,210.00
Bike Unit	110	11	\$1,210.00
Mobile Unit	110	11	\$1,210.00
HM/Suppression	110	11	\$1,210.00
Inspector	65	14	\$910.00
Inspector	65	14	\$910.00
Comm Supervisor	65	11	\$715.00
Comm Operator	65	11	\$715.00
Logistics	65	14	\$910.00
<b>TOTAL</b>			<b>\$12,410.00</b>

**(Friday) (8a-7p)**

IC	75	12	\$900.00
Ops	65	12	\$780.00
IMT	65	8	\$520.00
Bike Unit	110	11	\$1,210.00
Bike Unit	110	11	\$1,210.00
Bike Unit	110	11	\$1,210.00
Mobile Unit	110	11	\$1,210.00
HM/Suppression	110	11	\$1,210.00
Inspector	65	14	\$910.00
Inspector	65	14	\$910.00
Comm Supervisor	65	11	\$715.00
Comm Operator	65	11	\$715.00
Logistics	65	14	\$910.00
<b>TOTAL</b>			<b>\$12,410.00</b>

**(Saturday) (8a-7p)**

IC	75	12	\$900.00
Ops	65	12	\$780.00
IMT	65	8	\$520.00
Bike Unit	110	11	\$1,210.00
Bike Unit	110	11	\$1,210.00
Bike Unit	110	11	\$1,210.00
Mobile Unit	110	11	\$1,210.00
HM/Suppression	110	11	\$1,210.00
Inspector	65	14	\$910.00
Inspector	65	14	\$910.00
Comm Supervisor	65	11	\$715.00
Comm Operator	65	11	\$715.00
Logistics	65	14	\$910.00
<b>TOTAL</b>			<b>\$12,410.00</b>

**(Sunday) (8a-8p)**

IC	75	13	\$975.00
Ops	65	13	\$845.00
IMT	65	8	\$520.00
Bike Unit	110	12	\$1,320.00
Bike Unit	110	12	\$1,320.00
Bike Unit	110	12	\$1,320.00
Mobile Unit	110	12	\$1,320.00
HM/Suppression	110	12	\$1,320.00
Inspector	65	14	\$910.00
Inspector	65	14	\$910.00
Comm Supervisor	65	12	\$780.00
Comm Operator	65	12	\$780.00
Logistics	65	14	\$910.00
Logistics	65	14	\$910.00
<b>TOTAL</b>			<b>\$14,140.00</b>

<b>TOTAL</b>	<b>\$75,125.00</b>
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**EXHIBIT B**  
**VENDOR AND CONTRACTOR**  
**GOLF CART SAFETY TRAINING**  
**ACKNOWLEDGMENT & LIABILITY RELEASE**

Golf carts are specifically used for the transportation of persons but are used for utility purposes as well. They are of significant value to our tournaments for efficiency and economic transportation. Recognizing that golf carts are moving vehicles, the TOUR has established safety rules and procedures for the safe operation of these vehicles.

**Procedures for Safe Operation of Golf Carts:**

**1. Safe Speed**

- Golf carts should be operated at a moderate speed, equivalent to a well-paced walk in congested areas.
- Reduce speed to compensate for inclines, pedestrians, and weather conditions.
- Slow down and drive with extra caution when the grass is wet.

**2. Backing up**

- Operators should be conscious of their surroundings and should never back up without making sure there is no person or obstruction behind the cart.
- Prior to driving the cart, check to see if it is set to go forward or backward and make adjustments as necessary.

**3. Turns and Operation**

- Never make a sharp turn, even on a straight-away.
- Approach all turns with caution and reduced speed. Rounding curves at excessive speeds can result in someone being thrown from the cart.
- Always drive straight up and down a hill. Driving up or down a hill at an angle can cause the cart to tip over.
- Watch for obstacles and people. Pedestrians always have the right-of-way.

**4. Designated Paths**

- All golf carts should only drive on designated paths; refer to the cart routing plan.
- If the path is congested, do not take any alternate routes by going under ropes.
- Use the carts as they are intended to be used. Do not take carts to places on the golf course where they are not intended to go.

**5. Parking**

- Park golf carts out of the way of pedestrians and other carts and make sure the golf cart is not in any camera sight line.
- Set the parking brake before leaving the cart.
- Do not park the cart on an incline.
- Never leave the keys in the golf cart when it is unattended.

**6. Operator and Passenger Use**

- No golf cart is to be operated with more passengers than seating allows.
- No riding on the back of golf carts, or overloading the cart with equipment.
- Do not transport passengers unrelated to the role of vendor's services.
- Do not drive the golf cart until all occupants are seated. Never stand up in a moving golf cart.
- All occupants in the golf cart shall keep hands, arms, legs and feet within the confines of the cart at all times when the cart is in motion, and it is the responsibility of the driver to convey this requirement to the passengers.
- Only authorized personnel who have a valid driver's license issued by the jurisdiction of the Contractor's residency and have signed the Golf Cart Safety Acknowledgement below may drive a golf cart provided by the TOUR.

- No golf cart will be operated by an intoxicated person.
- Each golf cart is assigned to a specific person or vendor. Do not take the nearest golf cart you can find.
- Do not remove or exchange the sign that is on each golf cart.

**7. Maintenance and Cart Return**

- Any mechanical issues with golf carts should be reported to the golf cart committee as soon as possible in order to expedite repair.
- Upon conclusion of the Tournament, all golf carts must be returned to the cart staging area. Do not leave carts on the course or parking lots. All carts must be accounted for upon completion of the Tournament.

**GOLF CART SAFETY ACKNOWLEDGMENT**

Each individual or vendor utilizing golf carts assigned by the TOUR during the Tournament is expected to operate them in a safe and courteous manner. Any golf cart operators found in violation of these safety procedures or misusing golf cart equipment may be prohibited from operating a cart.

Vendor hereby acknowledges, understands, and agrees to the safety rules and procedures provided by TOUR regarding the standard operating procedures for driving golf carts and will ensure that all employees or independent contractors hired in connection with any services being provided to PGA TOUR, Inc. have a valid driver's license issued by the jurisdiction of their residency. Vendor shall provide instruction to all drivers on the proper use of golf carts and will require each individual driver to sign and acknowledge same.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

**EXHIBIT C**  
**PGA TOUR Tournament Liability Insurance Program**  
**Incident Report**



(Check One)




Date: \_\_\_\_\_

Time: \_\_\_\_\_

Tournament: \_\_\_\_\_ Location Code: \_\_\_\_\_

Course: \_\_\_\_\_

**CLAIMANT INFORMATION:**

Spectator     Volunteer/Staff     Vendor     Player     Other \_\_\_\_\_

Claimant Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

**INCIDENT INFORMATION:**

**Description of Incident/Injury:** \_\_\_\_\_

**Cause of Incident:**

Slip/Trip/Fall

Vehicle

Struck By/Against

Sun/Heat

Food/Beverage

Insect Bite/Sting

Golf Cart: # \_\_\_\_\_

Struck By Ball

Cart Driver Name \_\_\_\_\_

Was a player involved? Y or N

Company Name \_\_\_\_\_

Player Name: \_\_\_\_\_

**Location of Incident:**

Hole # \_\_\_\_\_

Clubhouse

Hospitality

Tee

Restroom

Other (Describe): \_\_\_\_\_

Fairway

Concession Area

Green

Parking Lot

Photos Taken? Y or N (Please attach)

Other Information: \_\_\_\_\_

Witness Name, Address and Phone: \_\_\_\_\_

**MEDICAL INFORMATION:**

First aid given? Y or N

Body Part Injured: \_\_\_\_\_

Treatment Rendered: \_\_\_\_\_

Disposition:  Dismissed

Referred to Physician

Sent to Hospital

Via:  Personal Car

Rescue Unit

Signature of Tournament Staff/Risk Advocate: \_\_\_\_\_

Report Completed By: \_\_\_\_\_

Print Name

I approve of St. Johns Fire & Rescue forwarding a copy of this report to the PGA TOUR, Inc.

Signature of Patient: \_\_\_\_\_