

RESOLUTION NO. 2024-102

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 FOR THE 2024 THE PLAYERS CHAMPIONSHIP; AUTHORIZING THE ST. JOHNS COUNTY FIRE RESCUE CHIEF, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, PGA Tour, Inc. (“Tour”) will host the 2024 THE PLAYERS Championship (“Tournament”) at TPC Sawgrass in Ponte Vedra Beach, Florida, from March 12-17, 2024, including any such succeeding day or days that may be required for a play-off or postponement of the Tournament; 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 12, 2024 through March 17, 2024, 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 St. Johns County Fire

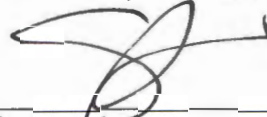
Rescue Chief, or designee, to execute the agreement on behalf of St. Johns County in substantially the same form and format as attached here.

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 5th day of March, 2024.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA



Rendition Date: MAR 08 2024

By: _____
Sarah Arnold, Chair

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

By: Crystal Smith
Deputy Clerk



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 _____, 2024 (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**") who desires to provide services during THE PLAYERS Championship taking place at TPC Sawgrass in Ponte Vedra Beach, Florida on March 12 - 17, 2024 (the "**Tournament**").

1. **Term.** This Agreement shall commence on March 11, 2024 and shall continue through March 17, 2024, unless otherwise terminated in accordance with the terms set forth herein; 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 ("**Term**").

2. **Termination.**

(a) Either party may terminate this Agreement upon written notice to the other party if the other party fails to comply with any material term of this Agreement and fails to correct such default within two (2) days of written notice of such default, or, if such default cannot be corrected in such time, fails to diligently take steps to correct such default. Notwithstanding the above, TOUR may terminate this Agreement at any time, without cause, upon ten (10) days' written notice to SFRD.

(b) In the event either party gives such notice, this Agreement and all rights, duties and obligations of TOUR and SFRD hereunder, except any which expressly survive termination, shall terminate on the termination date.

3. **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.

4. **SJFR Services.** TOUR hereby engages SJFR to provide the attendees of the Tournament with emergency medical services, medical transportation services and protection in threat of injury or harm located within the Tournament (the "**Services**"). Any adjustment to increase or decrease the hours of work and/or the Fee must be set forth in writing through work orders (individually, a "**Work Order**"). Each Work Order shall be governed pursuant to the terms and conditions herein and shall be signed by both parties. In the event of any conflict between the terms and conditions of any Work Order and this Agreement, the terms and conditions set forth in this Agreement shall control.

5. **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, via email to pgatouraccountspayable@pgatourhq.com for the actual, verified and undisputed total hours of Services provided. TOUR shall pay SJFR within thirty (30) days receipt of SJFR's invoice.

6. **Duties of SJFR.** SJFR shall:

(a) Provide fire and rescue as well as ambulatory services in connection with the Tournament and 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.

7. **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.

8. **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.

9. **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.
Chief Legal Officer & EVP/Licensing

10. **COVID-19 MITIGATION MEASURES AND ASSUMPTION OF RISK.** SJFR agrees that any employees, agents or contractors performing services for TOUR that must be physically present in TOUR offices and/or in physical contact with TOUR employees, agents or contractors in the United States will follow any guidelines intended to reduce the transmission of COVID-19 or other communicable diseases to the extent required by TOUR in accordance with applicable health guidelines. SJFR understands that elimination of risk of exposure and infection to any illness including COVID-19 is not currently possible. Accordingly, SJFR assumes all risk and liability for any exposure to COVID-19 or other communicable diseases and any related loss, liability, or injury incurred in performance of the services for TOUR at all times.

11. **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: _____
Date of Signature: _____

By: _____
Name: _____
Title: _____
Date of Signature: _____

EXHIBIT A
Services

(Monday) (8a-5p)	Cost/hr	Hours	Sub-total
IC	\$75.00	10	\$750.00
Ops	\$65.00	10	\$650.00
IMT	\$65.00	8	\$520.00
IMT/UAS	\$65.00	8	\$520.00
Bike Unit	\$110.00	9	\$990.00
Mobile Unit	\$110.00	9	\$990.00
HM/Suppression	\$110.00	9	\$990.00
Comm Supervisor	\$65.00	9	\$585.00
Logistics	\$65.00	6	\$390.00
Logistics	\$65.00	0	\$0.00
Inspector	\$65.00	0	\$0.00
Inspector	\$65.00	0	\$0.00
Daily Sub-Total			\$6,385.00

(Tuesday) (8a-7p)			
IC	\$75.00	11	\$825.00
Ops	\$65.00	11	\$715.00
IMT	\$65.00	8	\$520.00
IMT/UAS	\$65.00	8	\$520.00
Bike Unit	\$110.00	10	\$1,100.00
Bike Unit	\$110.00	10	\$1,100.00
Bike Unit	\$110.00	10	\$1,100.00
Mobile Unit	\$110.00	10	\$1,100.00
Mobile Unit	\$110.00	10	\$1,100.00
HM/Suppression	\$110.00	10	\$1,100.00
Inspector	\$65.00	0	\$0.00
Inspector	\$65.00	0	\$0.00
Comm Supervisor	\$65.00	10	\$650.00
Comm Operator	\$65.00	10	\$650.00
Logistics	\$65.00	0	\$0.00
Daily Sub-Total			\$10,480.00

(Wednesday) (8a-6p)			
IC	\$75.00	11	\$825.00
Ops	\$65.00	11	\$715.00
IMT	\$65.00	8	\$520.00
IMT/UAS	\$65.00	8	\$520.00
Bike Unit	\$110.00	9	\$990.00
Bike Unit	\$110.00	9	\$990.00
Bike Unit	\$110.00	10	\$1,100.00
Mobile Unit	\$110.00	9	\$990.00
Mobile Unit	\$110.00	10	\$1,100.00
HM/Suppression	\$110.00	10	\$1,100.00
Inspector	\$65.00	2	\$130.00
Inspector	\$65.00	2	\$130.00
Comm Supervisor	\$65.00	10	\$650.00
Comm Operator	\$65.00	10	\$650.00
Logistics	\$65.00	2	\$130.00
Daily Sub-Total			\$10,540.00

(Thursday) (8a-7p)			
IC	\$75.00	12	\$900.00
Ops	\$65.00	12	\$780.00
IMT	\$65.00	8	\$520.00
IMT/UAS	\$65.00	8	\$520.00
Bike Unit	\$110.00	11	\$1,210.00
Bike Unit	\$110.00	11	\$1,210.00
Bike Unit	\$110.00	11	\$1,210.00
Mobile Unit	\$110.00	11	\$1,210.00
Mobile Unit	\$110.00	11	\$1,210.00
HM/Suppression	\$110.00	11	\$1,210.00
Inspector	\$65.00	14	\$910.00
Inspector	\$65.00	14	\$910.00
Comm Supervisor	\$65.00	11	\$715.00
Comm Operator	\$65.00	11	\$715.00
Logistics	\$65.00	14	\$910.00
Daily Sub-Total			\$14,140.00

(Friday) (8a-7p)			
IC	\$75.00	12	\$900.00
Ops	\$65.00	12	\$780.00
IMT	\$65.00	8	\$520.00
IMT/UAS	\$65.00	8	\$520.00
Bike Unit	\$110.00	11	\$1,210.00
Bike Unit	\$110.00	11	\$1,210.00
Bike Unit	\$110.00	11	\$1,210.00
Mobile Unit	\$110.00	11	\$1,210.00
Mobile Unit	\$110.00	11	\$1,210.00
HM/Suppression	\$110.00	11	\$1,210.00
Inspector	\$65.00	14	\$910.00
Inspector	\$65.00	14	\$910.00
Comm Supervisor	\$65.00	11	\$715.00
Comm Operator	\$65.00	11	\$715.00
Logistics	\$65.00	14	\$910.00
Daily Sub-Total			\$14,140.00

(Saturday) (8a-7p)			
IC	\$75.00	12	\$900.00
Ops	\$65.00	12	\$780.00
IMT	\$65.00	8	\$520.00
IMT/UAS	\$65.00	8	\$520.00
Bike Unit	\$110.00	11	\$1,210.00
Bike Unit	\$110.00	11	\$1,210.00
Bike Unit	\$110.00	11	\$1,210.00
Mobile Unit	\$110.00	11	\$1,210.00
Mobile Unit	\$110.00	11	\$1,210.00
HM/Suppression	\$110.00	11	\$1,210.00
Inspector	\$65.00	14	\$910.00
Inspector	\$65.00	14	\$910.00
Comm Supervisor	\$65.00	11	\$715.00
Comm Operator	\$65.00	11	\$715.00
Logistics	\$65.00	14	\$910.00
Daily Sub-Total			\$14,140.00

(Sunday) (8a-8p)				
IC	\$75.00	13	\$975.00	
Ops	\$65.00	13	\$845.00	
IMT	\$65.00	8	\$520.00	
IMT/UAS	\$65.00	8	\$520.00	
Bike Unit	\$110.00	12	\$1,320.00	
Bike Unit	\$110.00	12	\$1,320.00	
Bike Unit	\$110.00	12	\$1,320.00	
Mobile Unit	\$110.00	12	\$1,320.00	
Mobile Unit	\$110.00	12	\$1,320.00	
HM/Suppression	\$110.00	12	\$1,320.00	
Inspector	\$65.00	14	\$910.00	
Inspector	\$65.00	14	\$910.00	
Comm Supervisor	\$65.00	12	\$780.00	
Comm Operator	\$65.00	12	\$780.00	
Logistics	\$65.00	14	\$910.00	
Logistics	\$65.00	14	\$910.00	
			Daily Sub-Total	\$15,980.00
			EVENT TOTAL	\$85,805.00

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, 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.
- Operators should be aware of their surroundings when using the reverse direction so as to minimize disruption to on-course play.

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.
- WALK WHEN APPLICABLE, golf carts are for operational use only.

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 your role of vendor 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 TOUR.
- No golf cart may be operated by an intoxicated person or a person under the influence of any narcotic or other substance that may impair the person’s ability to operate the golf cart.
- Adhere to all applicable traffic laws as well as PGA TOUR requirements concerning use of golf carts.
- Authorized driver must be 18 years of age or older.
- 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. Do not operate a golf cart that is not labeled.
- The use of any gas golf cart or other gas equipment is strictly prohibited while play is occurring.

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.
- All golf carts must be properly charged when not in use.
- If a golf cart is not operational DO NOT push or pull, as critical damage can occur to the motor or an injury could occur.
- You must notify the golf cart committee of any damage to the vehicle and ensure an incident report has been completed.

GOLF CART SAFETY ACKNOWLEDGEMENT & LIABILITY RELEASE

Each individual or vendor utilizing golf carts assigned by 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.

SFRD 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 and do not have a physical restriction or medical condition, including taking prescription drugs, that will impair their ability to drive a golf cart. SFRD shall provide instruction to all drivers on the proper use of golf carts and will require each individual driver to sign and acknowledge same. SFRD accepts and acknowledges full responsibility and liability for any personal injury or property damage arising from the use and operation of the golf carts provided to SFRD, or if applicable, any employees or independent contractors hired in connection with any services being provided to PGA TOUR, Inc.

SFRD Signature

Date

Printed Name

Company Name

EXHIBIT C

PGA TOUR Tournament Liability Insurance Program
Incident Report



CHAMPIONS

(Check One Tour)

Date: _____

Time: _____

Tournament: _____

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
- Sun/Heat
- Golf Cart: # _____
- Cart Driver Name _____
- Company Name _____
- Vehicle
- Food/Beverage
- Struck By Ball
- Was a player involved? Y or N
- Player Name: _____
- Struck By/Against
- Insect Bite/Sting

Location of Incident:

- Hole # _____
- Tee
- Fairway
- Green
- Clubhouse
- Restroom
- Concession Area
- Parking Lot
- Hospitality
- Other (Describe): _____

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 Company/Volunteer

Send copy of report to PGA TOUR Risk Management at riskmanagement@pgatourhq.com after reporting incident to Travelers.