

Clay County Agreement/Contract # 2022/2023- 329

LICENSE AGREEMENT RE: PORTION OF DOCTORS INLET LANDFILL

This **LICENSE AGREEMENT** (“Agreement”) is made and entered into this 29 day of September, 2023, by and between **CLAY COUNTY**, a political subdivision of the State of Florida, (the “Licensor”) and **CLAY COUNTY FLYERS RADIO CONTROLLED CLUB, INC., #4566**, a Florida Not-For-Profit Corporation (the “Licensee”).

WITNESSETH, that in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The Licensor hereby grants unto the Licensee a limited, revocable license to use a certain portion of the Doctors Inlet Landfill described and referred to herein as the Flying Area for the purposes and under the terms and conditions hereinafter set forth. The term of the license shall commence on **October 1, 2023**, and end at midnight on **September 30, 2028**, unless sooner terminated or revoked as provided hereunder. As nominal consideration for the grant of the license, the Licensee shall pay to the Licensor the sum of one dollar (\$1.00) per year due and payable in advance at the beginning of each year for the Agreement term’s duration. The term of the license shall not automatically renew but shall be renewed only upon subsequent agreement approved by the Licensor. This Agreement supersedes any previous agreement.

2. The Flying Area shall consist of that portion of the Doctors Inlet Landfill situated within the limits of the cap thereof, as shown on the sketch of the Doctors Inlet Landfill attached hereto as **Exhibit A** and designated as “Flying Area.”

3. The Licensee’s members and their authorized guest shall only be permitted to park their motor vehicles within the area designated as “Parking Area” in **Exhibit A**. The Licensee shall not park or operate, or allow any of its members or guests to park or operate any motor vehicle within the Flying Area.

4. The Licensee shall be permitted to use the Flying Area for the limited purpose of establishing and maintaining an Academy of Model Aeronautics (AMA) chartered club and flying site. With the prior written consent of the Licensor, the Licensee may install runways and portable buildings within the Flying and Parking Areas. Portable structures such as aircraft tables, safety fences and sunshades may be installed by the Licensee within the Flying and Parking Areas without prior consent of the Licensor. The Licensee is permitted to mow the grass located within the vicinity of the runway, buildings, and portable structures located within the Flying and Parking Areas and perform routine maintenance on the Licensee’s runways and buildings located within the Flying and Parking Areas. The Licensee is permitted to operate model aircraft, model rockets, and remote-controlled ground vehicles (collectively referred to as “Model Aircraft”) in the Flying

Area, but they must be operated in accordance with the safety standards set forth by the AMA and maintain Land-Fill Cap integrity. The Licensee is also permitted to perform club functions such as meetings, demonstrations and training sessions in the Flying Area. No other use of the Flying or Parking Areas are permitted without the prior written consent of the Licensor, which consent may be withheld by the Licensor for any or no reason. Immediately upon the termination of the license granted under this Agreement, the Licensee shall remove all runways and structures installed by the Licensee at the Licensee's expense. Written consent required under this provision may be obtained from the Director of the County's Department of Environmental Services or designee on behalf of the Licensor.

5. At all times during the use of the Flying Area and the Parking Area by the Licensee, its members, and their authorized guests, the Licensee shall observe and require the observance of the Rules of Conduct set forth in **Exhibit B** attached hereto and by reference made a part hereof, as may be amended from time to time.

6. The Licensee shall not be deemed hereby to have acquired any estate or interest in the Doctors Inlet Landfill, in the Flying Area, or in the Parking Area. Accordingly, the Licensee shall not transfer, mortgage, pledge, assign or convey or attempt to transfer, mortgage, pledge, assign or convey its interest in this Agreement, or authorize anyone to use the Doctors Inlet Landfill or the Flying Area for any purpose other than as set forth in this Agreement. Any purported transfer, mortgage, pledge, assignment or conveyance by the Licensee of its interest in this Agreement, or any purported authorization granted by the Licensee to anyone to use the Doctors Inlet Landfill or the Flying Area for any purpose other than as set forth in this Agreement is null and void, and shall operate to revoke and terminate automatically the license granted under this Agreement.

7. The Licensee shall not discriminate against any person based on race, creed, color, gender, religion, ethnic or national origin, age, marital status or disability in conducting the uses and operations at the Flying Area authorized under this Agreement.

8. Only members in good standing with the Licensee may be authorized to use the Flying Area to operate and fly Model Aircraft. Members may authorize guests to use the Flying Area to operate and fly Model Aircraft if and only if the guest is accompanied by the member at all times. Each guest must provide current AMA membership at the Flying Area before being permitted to enter upon and fly Model Aircraft thereon. With the prior written consent of the Licensor, the Licensee may authorize associations/clubs that are chartered or governed by a national association, such as NAR #876, which is a model rocket club chartered by the National Association of Rocketry, to use the Flying Area to operate and fly Model Aircraft. Written consent required under this provision may be obtained from the Director of the County's Parks and Recreation or designee on behalf of the Licensor. The Licensee understands that such consent may be revoked at any time and for any reason by the Licensor. Such written consent and authorization is subject to said association/club complying with the following conditions:

- a. Association/club must provide a certificate of insurance to the Licensor and Licensee prior to use of the Flying Area.
- b. Prior to entering the Flying Area, all participants and guests with the association/club must execute a Release in accordance with paragraph 15.
- c. All participants must meet the membership requirements of the relevant national association.
- d. All operations will be conducted within the safety code/guidelines of the relevant national association.
- e. Association/club must be accompanied by a member of Licensee at all times while in the Flying Area.

9. Under no circumstances will non-member guests of the Licensee be allowed to remain at the Flying Area without a member present. If invited or uninvited flyers or visitors refuse to leave the site, the Clay County Sheriff's Office will be notified to escort visitors or guests from the site. The Licensor will inform the Clay County's Sherriff's Office of this provision of the Agreement.

10. The Licensee is responsible for security at the Flying Area when the Doctors Inlet Environmental Convenience Center (ECC) is closed to the public. The entry gate shall be locked after a member enters the site and locked when the member leaves the site. **The entry gate shall never be left open by the member at any time during hours that the Doctors Inlet ECC is closed.** The Licensee will advise its membership that members who leave the gate open will be subject to dismissal from the Clay County Flyers Radio Controlled Club.

11. **No Licensee member or invited guest may use the Flying Area to dispose of solid waste or other refuse when the Doctors Inlet ECC is closed or when it's open if member does not live in Clay County.** This includes any solid waste or other refuse generated at the site. The Licensee will advise its membership that members who dispose of solid waste or other refuse at the Flying Area when it is closed will be subject to dismissal from the Clay County Flyers Radio Controlled Club.

12. Neither the Licensee nor any of the Licensee's members and their authorized guests shall make or permit the making of any unlawful, improper, or offensive use of the Doctors Inlet Landfill, the Parking Area, or the Flying Area. The Licensee, its members and their authorized guests are prohibited from bringing, consuming, displaying or discarding alcoholic beverages within or on the Doctors Inlet Landfill, the Parking Area or the Flying Area. The Licensee shall promptly report any violation of this paragraph to the Clay County Sheriff's Office and to the County Manager of Clay County.

13. The Licensor shall retain at all times the right to view and inspect the Doctors Inlet Landfill, the Parking Area and the Flying Area at any time during the term of this Agreement. The Licensor shall also retain at all times the right to perform monthly well samplings, gas

measurements of the vents and mowing on the Doctors Inlet Landfill. During the performance of the above duties, the Licensee shall cease and desist from all activities.

14. The Licensee shall provide and maintain a fully equipped first aid kit on site at all times, and at all times, Licensee shall operate and administer the Flying Area in accordance with the industry standards for safety.

15. The Licensee shall require all of its members and their authorized guests making entry within the Flying Area to execute a Release in the form attached hereto as **Exhibit C**, as may be amended from time to time, prior to such entry. All executed Releases shall be kept and maintained by the Licensee and shall be provided to the Licensor upon its request. The Licensor reserves the right to amend the Release from time to time, and if amended, the Licensee shall use the amended Release.

16. Prior to entering upon the Doctors Inlet Landfill, the Parking Area or the Flying Area under the authority of this Agreement, the Licensee shall secure a general liability insurance policy with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering its activities at the Doctors Inlet Landfill, the Parking Area and the Flying Area arising hereunder. If the Licensee's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Licensee may provide an Umbrella/Excess insurance policy to comply with this requirement. Either prior to, or simultaneously with the execution of this Agreement, the Licensee must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages shall name **"Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as **"Additional Insured."** The Licensee must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The Licensee shall provide thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Licensee shall immediately suspend its operations until replacement insurance is obtained and verified.

17. In the event the Doctors Inlet Landfill, the Parking Area, the Flying Area or any part thereof, is destroyed or damaged due to the entry upon or use of the Parking Area or the Flying Area under the authority of this Agreement by the Licensee, its members or any of their authorized guests, or due to the operation of Model Aircraft thereon, the Licensee shall immediately notify the County's Department of Environmental Services (the "Department") at which time the Department will determine if the Licensee can make the repairs or if Licensor will make the repairs and then bill the Licensee. If the Department determines that the Licensee can make the repairs, then immediately upon receipt of written demand from the Department thereof, the Licensee must commence, diligently prosecute and expeditiously complete such repairs. If the Department

determines that Licensor will make the repairs and then bill the Licensee, then immediately upon receipt from Licensor of such a bill and demand for payment the Licensee shall remit such payment.

18. The Licensee does hereby voluntarily remise, release, and forever discharge Clay County and its elected officials, directors, officers, employees, representatives, agents, boards and commissions (collectively the "Indemnitee"), and agree to indemnify and defend the Indemnitee for and hold it harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, orders, and/or judgments, either at law or in equity, including court costs, attorneys' fees, professional fees, or other expenses, that may hereafter at any time be made or brought by anyone on account of personal or bodily injury, damage or loss of property, loss of monies, exposure to communicable disease, death, or other loss, arising out of, by reason of, or in any manner connected with or related to Licensee's, its members, or any of their authorized guests use of the Parking Area, Flying Area, or any surrounding lands, parking areas, roads, and appurtenant facilities and/or operation of the Model Aircraft. Licensee understands and agrees that this release and hold harmless agreement includes any claims based upon the actions, omissions, wrongful acts, or negligence of any kind of the Indemnitee, including any defective conditions with the Parking Area, Flying Area, surrounding lands, parking structures, parking areas, roads, and appurtenant facilities.

19. This Agreement and the license granted hereunder are subject to immediate termination and/or revocation by the Licensor at any time for any reason with or without cause and for convenience. Upon such termination and/or revocation, the license granted hereunder shall be deemed terminated. Such notice of termination and/or revocation may be provided by the County Manager for Clay County and/or the Director of the County's Parks and Recreation on behalf of the Licensor to the Licensee.

20. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement 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. The Licensee shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement. A request to inspect or copy public records relating to the Agreement must be made directly to the Licensee.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604,

PUBLICRECORDS@CLAYCOUNTYGOV.COM, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

21. The Licensee shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the Licensor reserves the right to examine and/or audit such records.

22. The Agreement may only be modified or amended upon mutual written agreement of the Licensor and the Licensee. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Agreement terms shall be valid or binding against the Licensor.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

24. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to have been executed on its behalf as of the day and year first written above.


**CLAY COUNTY FLYERS RADIO
CONTROLLED CLUB, INC., #4566**

By:  (Oct 1, 2023 08:24 EDT)

Print Name: Rex M Hall

Print Title: President

CLAY COUNTY, a political subdivision of the State of Florida

By:  (Sep 29, 2023 20:52 EDT)

Howard Wanamaker
County Manager on behalf of the
Board of County Commissioners










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Final Audit Report

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