

Clay County Agreement/Contract No. 2023/2024 – \_\_\_\_\_

**NAMING RIGHTS SPONSORSHIP AGREEMENT**

This Naming Rights Sponsorship Agreement (“Agreement”) is entered into this \_\_\_\_ day of September, 2024 (“Effective Date”), and is between Waste Management Inc. of Florida, an indirect wholly owned subsidiary of Waste Management, Inc. (“Sponsor”), and Clay County, a political subdivision of the State of Florida (the “County”).

**RECITALS**

**WHEREAS**, on July 23, 2023, the Sponsor and the County entered into an Agreement for Solid Waste Transfer Stations - Operation, Transport, and Disposal, Clay County Agreement/Contract No.: 2022/2023-248 (“Solid Waste Transfer Stations Agreement”), with a term commencing on October 1, 2023 and continuing for a term of ten years through September 30, 2033; and

**WHEREAS**, in accordance with the Solid Waste Transfer Stations Agreement at Section 10.2, the Contractor agreed to provide \$25,000 each operating year (October 1 through September 30) throughout the term of the Solid Waste Transfer Stations Agreement and during any renewal or extension term(s) for sponsorships related to the Clay County Regional Sports Complex; and

**WHEREAS**, the County’s Donation and Sponsorship Policy, as it may be amended from time to time, provides for a Naming Rights Sponsorship wherein a third party may purchase the exclusive right to name an asset or venue in relation to County-owned facilities or land; and

**WHEREAS**, the County owns the Clay County Regional Sports Complex, located at 4790 Victory Lane, Middleburg, Florida 32068 (the “Facility”); and

**WHEREAS**, the Facility sits on 250 acres of land near Belmore State Forest and has eight multipurpose fields that will promote sports for both youth and adults, while also bringing tournaments to the area; and

**WHEREAS**, the development of the Facility is taking place in phases, and the County anticipates expanding the Facility in future phases beyond the current Phase 1; and

**WHEREAS**, in accordance with the County’s Donation and Sponsorship Policy, the Sponsor desires to obtain the naming rights to one of the fields at the Facility under the terms and conditions set forth herein; and

**WHEREAS**, the parties desire to enter into this Agreement in order to grant to the Sponsor the Naming Rights to the field identified by the County as Field #1 at the Facility and address sponsorship and marketing as set forth herein.

**NOW THEREFORE**, in consideration of the foregoing recitals, 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. Incorporation of Recitals. The recitals are an integral part of this Agreement and are incorporated herein by reference.

2. Grant of Naming Rights. The County hereby grants to Sponsor the exclusive right to name the field identified by the County as Field #1 at the Clay County Regional Sports Complex as “Field #1 Sponsored by WM” (the “Name”) for the term as defined below, subject to the terms and conditions of this Agreement.

3. Branding and Marketing Materials.

a. Use of Name. The County and the Sponsor shall have the right to use the Name in all marketing, advertising, and promotional materials related to the Facility. All Sponsorship advertising shall comply with the standards set forth in the Restrictions and Ethical Considerations sections of the County’s Donation and Sponsorship Policy, as it may be amended from time to time, and is subject to review and approval by the County.

b. Signage. The County shall be responsible for the design and placement of all signage bearing the Name within the Facility. The County will place a wayfinding/directional sign at the Facility which lists five of the fields, including Field #1 which will be identified in the sign by the Name. The County also intends on placing decals on the sidewalk at the Facility to identify Field #1 by the Name. The County will share the design proof with the Sponsor and will communicate to the Sponsor a schedule for completion of the design and installation of the signage. The County will use its best efforts to install the signage within a reasonable timeframe. In the event of any delays, the County will promptly notify the Sponsor, providing a revised schedule and the reasons for such delay.

c. Reports. The County will provide a report to the Sponsor no less than annually to share data on asset visitation and brand awareness associated with the Facility.

d. Each party grants to the other party a limited license to include the name and trademarks of the other party on its website and in its marketing materials for the sole and limited purpose of the branding and marketing addressed herein.

4. Additional Names or Sponsors at the Facility.

a. The Sponsor acknowledges, understands, and agrees that the County may solicit and obtain additional sponsors associated with the Facility to include the placement of sponsors names and logos at the Facility, the naming of other fields, sections, areas, etc. at the Facility, and the naming of the Facility itself.

5. No Control or Management.

a. The Sponsor agrees to allow the use of the Name, including the Sponsor's name and logo for the purpose of promoting the Facility and events, programs, etc. held at the Facility. The Sponsor's involvement under this Agreement is strictly limited to providing a cash contribution and the provision of the Name. The Sponsor shall have no further duties, responsibilities, or obligations in connection with the Facility. Specifically, the Sponsor shall not have any control over, or responsibility for, the planning, organization, execution, or management of the Facility.

6. Financial Terms.

a. Naming Rights Fee. In consideration of the rights and benefits provided to Sponsor under this Agreement, including the Naming Rights and Sponsorship benefits granted to Sponsor hereunder, Sponsor agrees to pay to the County an annual fee of \$25,000 each year during the term of this Agreement ("Annual Payment").

b. The initial Annual Payment shall be payable on or before September 30, 2024. Thereafter, each Annual Payment shall be due and payable no later than 60 days from January 1<sup>st</sup> of each year during the term of this Agreement, with the second payment due no later than 60 days from January 1, 2025.

c. Payments shall be made payable to Clay County Board of County Commissioners and mailed to 3545 Rosemary Hill Road, Green Cove Springs, FL 32043, ATTN: Environmental Services Director. In the Memo section, please state "Sponsorship Re: 2022/2023-248 for the Regional Sports Complex."

d. Costs and Expenses. Except for those costs and expenses that are by the express terms of this Agreement the responsibility of Sponsor, the County shall be responsible for all costs and expenses of providing the rights and benefits required to be provided to Sponsor under this Agreement.

e. Failure of Sponsor to timely remit the payments provided in this paragraph shall be a material breach of this Agreement.

7. Term and Renewal.

a. Term. The term of this Agreement shall commence on the Effective Date and continue through September 30, 2033, unless earlier terminated in accordance with this Agreement.

b. Renewal. The parties shall have the option to renew this Agreement in accordance with any renewal terms as agreed to under the Solid Waste Transfer Stations Agreement which provides for the option to renew for two additional five year terms. Any renewal of this Agreement shall be effective only if agreed to in writing by both parties.

c. Notwithstanding the termination or expiration of this Agreement, the Sponsor shall remain fully responsible for any and all sponsorship payments due under the Solid Waste Transfer Stations Agreement. Termination or expiration of this Agreement shall not relieve the Sponsor of any payment obligations that have accrued or are otherwise due under this Agreement or the Solid Waste Transfer Stations Agreement.

8. Termination.

a. Termination for Cause. Either party may terminate this Agreement immediately upon written notice to the other party if the other party engages in any of the following behaviors:

- i. Material Breach. Any material breach of the terms and conditions of this Agreement that remains uncured for a period of 30 days after written notice of such breach.
- ii. Fraud or Misconduct. Any fraudulent or illegal conduct, or gross misconduct, that materially affects the other party's ability to fulfill its obligations under this Agreement.
- iii. Reputation Damage. Any behavior that significantly harms or has the potential to significantly harm the reputation, business, or operations of the other party as determined by the party that may be damaged that remains uncured for a period of 10 days after written notice of such breach.
- iv. Non-compliance. Failure to comply with any applicable laws, regulations, or industry standards relevant to the performance of this Agreement that remains uncured for a period of 30 days after written notice of such breach.

b. The terminating party shall provide the other party with written notice specifying the grounds for termination for cause. The termination shall be effective immediately upon receipt of such notice unless otherwise stated in the notice. Upon termination of this Agreement for cause, all rights and obligations of the parties under this Agreement shall cease, except for those that are expressly stated to survive termination. The terminating party shall be entitled to seek any and all remedies available at law or in equity for any damages suffered as a result of the cause.

c. Mutual Termination. This Agreement may be terminated at any time by the mutual written consent of both parties. Such written consent will state the effective date of the termination and the procedures for proper close-out of this Agreement, if applicable.

d. Termination for Convenience. Either party may terminate this Agreement without cause by providing the other party 180 days' advance written notice.

e. Upon termination of this Agreement for convenience or upon mutual termination, all rights and obligations of the parties under this Agreement shall cease, except for those that have accrued prior to the date of termination or that are expressly stated to survive termination.

9. Future Name Change or Transfer of Annual Payment.

a. Sponsor acknowledges that the continuity of the name of Field #1 once established is of primary importance. However, should Sponsor desire to change the Name in the future, Sponsor shall notify the County of its desire to do so and shall disclose the proposed new Name to the County. The new Name is subject to the review and approval by the County in accordance with its Donation and Sponsorship Policy. The County does not guarantee the approval by the County to a change in the Name and reserves the right to deny such request at its sole discretion.

b. In the event that the County approves the Name change, the Sponsor agrees to be solely responsible for expenses associated with such Name change required under this Agreement. These expenses may include, but are not limited to, costs related to signage, installation, marketing materials, promotional items, digital and print media updates, and any other materials or assets that require modification as a result of the Name change. The Sponsor shall promptly reimburse the County for any such expenses incurred by the County in connection with the Name change.

c. Transfer of Annual Payments to Alternative Asset. The Sponsor may, at its discretion and with the prior written approval of the County, elect to transfer its Annual Payment under this Agreement to another asset or sponsorship opportunity at the Facility in lieu of the current Naming Rights associated with Field #1. Such transfer shall be subject to the availability of the desired asset and any additional terms and conditions mutually agreed upon by the Sponsor and the County. The Sponsor shall provide to the County for the County's review and approval written notice of its desire to make such a transfer. The County's approval of the transfer shall not be unreasonably withheld, conditioned, or delayed.

10. County's Sovereign Immunity Protection. Subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, the County agrees to defend and indemnify Sponsor for any claims or actions asserted against Sponsor arising from or related to the grant of naming rights under this Agreement. Such indemnification shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections. This provision shall survive the termination or expiration of this Agreement.

11. Compliance with Applicable Laws. Each party will comply with all applicable federal, state, and local laws, regulations, rules, ordinances, orders, and policies concerning the performance of this Agreement.

12. Appropriated Funds. Any expenditure of funds by the County for the Facility including maintenance and operation of such is subject to appropriation of such funds in the County's budget. Nothing in this Agreement shall obligate the County to the Sponsor to expand appropriations or to enter into any contract or other obligation.

13. Public Records. The Sponsor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time

amended (together, the Public Records Laws), to release public records to members of the public upon request. The Sponsor 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 County.

**IF THE SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

14. Independent Contractor. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

15. No Assignment. The Sponsor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Sponsor without such prior written consent shall be null and void.

16. No Third-Party Beneficiaries. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

17. Amendment or Modification of Agreement. The Agreement may only be modified or amended by written agreement duly authorized and executed by the parties hereto. No oral agreements or representation shall be valid or binding upon either party.

18. Further Assurances. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

19. Remedies. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

20. Governing Law and Venue. 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.

21. Attorneys' Fees. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, court costs, and any other expenses against the other party, including fees, court costs, and any other expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

22. Notice. All notices given under this Agreement (excluding day-to-day communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Sponsor:

Waste Management Inc. of Florida  
6876 Greenland Industrial Blvd.  
Jacksonville, FL 32258  
Attention: Greg Huntington, Sr. Acct. Exec.

If to the County:

Clay County  
P.O. Box 1366  
477 Houston Street  
Green Cove Springs, FL 32043  
Attention: County Manager  
Copy to: Sponsorship Development  
Coordinator and County Attorney

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the respective party will be provided to the other party.

23. Waiver. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

24. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any

of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

25. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

26. Counterparts. The Agreement may be executed in one or more counterparts and by the separate Parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

27. Resolution. The County's entry into this Agreement shall operate as the resolution in accordance with the County's Donation and Sponsorship Policy approving the Naming Rights Sponsorship request pursuant to the terms of this Agreement and in consideration of the Annual Payment as provided herein.

28. Entire Agreement. This Agreement represents the entire understanding between the parties regarding the subject matter herein and supersedes all previous agreements, whether oral or written.

29. Authority. 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.

[Signatures appear on the following page.]



**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date stated in the introductory paragraph.

**WASTE MANAGEMENT INC. OF FLORIDA**

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

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

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

**CLAY COUNTY, a political subdivision of the  
State of Florida**

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

Jim Renninger  
Its Chairman

ATTEST:

\_\_\_\_\_  
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

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