

RESOLUTION NO. 2025 - 254

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AMENDING (AMENDMENT ONE) THE CONTRACT WITH SJC CULTURAL EVENTS, INC, FOR OPERATIONS AND MANAGEMENT OF CULTURAL EVENTS FOR ST. JOHNS COUNTY.

RECITALS

WHEREAS, the St. Johns County Board of County Commissioners (“Board”) established an Amphitheater & Concert Hall Advisory Committee (“ACHAC”) in May 2022, to develop recommendations for enhancing the programs at the St. Augustine Amphitheatre and Ponte Vedra Concert Hall, and the ACHAC made recommendations in September 2022, for the Board to partner with a private 501(c)3 corporation to manage the operations of the Cultural Events facilities and programs; and

WHEREAS, the County received an unsolicited proposal from SJC Cultural Events, Inc, (“SJCCE”) for the management of Cultural Events, and pursuant to Florida Statute 255.065, the County issued a Request for Proposals (“RFP”) soliciting additional proposals and advertising receipt of the unsolicited proposal; and

WHEREAS, the Board directed Staff to enter into negotiations on April 18, 2023, with SJCCE to come to agreement over terms for presentation to the Board; and

WHEREAS, on September 19 2023, the Board adopted Resolution 2023-362, authorizing the County Administrator, or designee, to finalize negotiations and execute a contract (“Agreement”), with SJC Cultural Events, Inc, a non-profit organization, for the Operations and Management of St. Johns County Cultural Events in accordance with the Contract; to transfer funds to SJC Cultural Events, Inc or escrow, as applicable, pursuant to the Contract; to transfer ownership of the Asset List to SJC Cultural Events, Inc, pursuant to the Contract; and to assign the contracts shown on the Existing Contracts List to SJC Cultural Events, Inc, pursuant to the Contract; and

WHEREAS, on September 17, 2024, the Board adopted Resolution 2024-395, adopting the Fiscal Year 2025 Final Budget which included appropriations for SJCCE; and

WHEREAS, it is recommended that Agreement language be amended to provide clarity regarding financial accountability and to award Fiscal Year 2025 Adopted Budget appropriations.

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

1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

2. The Board of County Commissioners approves the first amendment to the Operation & Management Agreement between St. Johns County Board of County Commissioners and SJC Cultural Events, Inc.

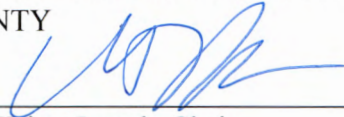
3. To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

4. This resolution shall become effective immediately upon adoption.

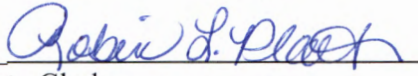
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County this 22nd day of July 2025.

Rendition Date JUL 24 2025

BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY

By: 
Krista Joseph, Chair

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

By: 
Deputy Clerk



First Amendment to OPERATIONS AND MANAGEMENT AGREEMENT
Operation & Management Agreement No: 23-MAS-SJC-18814

This First Amendment to the Operation & Management Agreement (“First Amendment”) entered into by and between ST. JOHNS COUNTY (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, Florida 32084; and SJC CULTURAL EVENTS, INC (“SJCCE”), a company authorized to do business in the State of Florida, is made this ___ day of _____, 2025, (the “Effective Date”).

WHEREAS, on September 19, 2023, the County approved Resolution number 2023-362, and subsequently the Parties entered into an Operation & Management Agreement (“Contract”) on or about October 4, 2023; and

WHEREAS, section 17.10 of the Contract allows for written amendments after agreement and signature of the respective parties; and

WHEREAS, due to a change in circumstances, the parties wish to amend the Contract to address continuing funding obligations related to Article III of the Contract and, more specifically, the Deferred Maintenance and Capital Improvements to the County’s Venues.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree to amend the Contract as follows:

3.3 Annual Maintenance

3.3.1 The County agrees to budget an amount not-to-exceed \$750,000, which shall be transferred to ~~a separate account, which SJCCE shall establish~~ for maintenance-related expenses only, upon or on the next available business day following October 1st of each Operating Year, to fund the Annual Maintenance programmed by SJCCE in accordance with Exhibit “C” of this Contract.

3.3.2 Annual Operations Maintenance funds shall be deposited directly into the operating account of SJCCE. The Annual Maintenance funds shall be used for all direct and indirect costs related to maintenance needs, except for repairs required as the result of abuse or neglect which shall be funded and paid for by SJCCE separate from the amount funded by the County for Annual Maintenance.

3.3.3 Annual Maintenance funds will be adjusted by the percentage change in the Engineering News Record (ENR) Building Cost Index for Atlanta GA over the previous twelve (12) month period (i.e. the difference, expressed as a percentage, between the ENR published Building Cost index most recently prior to the previous October 1st, and the ENR Building Cost Index published most recently prior to the submittal deadline for SJCCE’s Annual Budget). In the event ENR Building Cost Index decreases in any Operating Year, the amount for Annual Maintenance shall remain unchanged from the previous Operating Year.

3.3.4 All work currently requested within the work order system for County Facilities Management shall be completed within Thirty (30) consecutive calendar days of execution of this Contract.

3.4 Cultural Series

3.4.1 The County agrees to budget an amount not-to-exceed \$1,700,000, which shall be transferred to SJCCE upon or on the next available business day following October 1st of each Operating Year, to fund the Cultural Series, including but not limited to Sing Out Loud and Fort Mose Jazz Music Festival, as well as additional Events which may be added to the Cultural Series programming, by mutual agreement of the Parties.

3.4.2 Cultural Series funds shall be deposited directly into the operating account of SJCCE. The annual Cultural Series funds shall be used for any and all Event Expenses related to operation and management of the Cultural Series Events, identified herein, and which may be added in the future.

3.4.3 The annual Cultural Series funding amount will be adjusted by the percentage change in the Consumer Price Index (CPI) over the previous twelve (12) month period (i.e. the difference, expressed as a percentage, between the CPI published most recently prior to the previous October 1st, and the CPI published most recently prior to the submittal deadline for SJCCE's Annual Budget). In the event CPI decreases in any Operating Year, the amount for Cultural Series shall remain unchanged from the previous Operating Year.

3.5 Deferred Maintenance

3.5.1 The Parties have agreed to the existing Deferred Maintenance Schedule which consists of Capital Improvements, and repair/replacement projects, attached hereto as Exhibit "B". SJCCE agrees to accomplish these projects, in accordance with Exhibit "B", in order to maintain the Venue in peak operating condition, and to prevent any decline in the Venue's capability to support the operations of SJCCE. The Parties understand and agree that Capital Improvement and repair/replacement project schedules may necessitate funding modifications from time-to-time to adapt to Venue operating schedules, material cost changes, and third-party contractor delays/requirements. As such, the Parties will agree to any modifications, as part of the annual budget process, to ensure Capital Improvement and repair/replacement projects are addressed timely and are not deferred to the detriment of the Venues. Upon acceptance by the County, a Contract Amendment will be issued to revise Exhibit "B", as modified. The County Administrator shall have authority to sign such Contract Amendments.

3.5.2 The County agrees to deposit amounts into an Escrow Account, with the County's contracted escrow agent, in accordance with Exhibit "B", and at such times so as to maximize the benefits of the funds prior to deposit, and to prevent delays for SJCCE to accomplish the projects. The timeframe(s) of deposit shall be mutually agreeable by the Parties, in each Operating Year. Escrow amounts may be adjusted to minimize the loss of interest earnings for the County according to a mutually agreed upon annual adjusted schedule necessitated by schedule modifications.

3.5.3 Any amounts deposited into the Escrow Account by the County, for Deferred Maintenance, shall be utilized for the projects included in Exhibit "B", and shall not be utilized for any other projects or purposes without express written approval by the County. SJCCE's ability to draw

down funds from the Escrow Account shall be contingent upon confirmation with the Escrow Agent that the draw down requests complies with Exhibit "C", and this Contract. Funds as defined within the Deferred Maintenance Program can be used for both direct and indirect cost of completing Deferred Maintenance projects. Flexibility to apply funds from one project to another within the Deferred Maintenance Program as required to meet construction cost variation shall be permitted.

3.5.4 Any amounts deposited into the Escrow Account by the County, are subject to removal by the County based upon unsatisfactory performance by SJCCE.

3.6 Capital Improvements

3.6.1 The Parties agree that SJCCE shall submit in their Annual Budget any and all Capital Improvement projects which require funding in excess of the amounts contemplated in this Section, for coordination with the County to determine the best approach for timely appropriation of funds.

3.6.2 The County agrees to deposit \$9,135,806, minus any costs assumed for the project by the end of County Fiscal Year 2023, in an Escrow Account, from amounts currently appropriated, and to be appropriated in Fiscal Year 2024 and 2025, by the County for the Ponte Vedra Concert Hall renovation project, based upon the conceptual cost estimate provided from Fisher Koppenhafer Architecture and Interior Design dated August 8, 2023. The timeframe(s) of deposit for these funds shall be mutually agreeable by the Parties.

3.6.3 The Board of County Commissioners appropriated an additional \$2,179,045.00 in Fiscal Year 2025 to be deposited into the operating account of SJCCE.

3.6.4 All future Capital Improvement funds and or additional requests brought forward through the annual budget process shall be deposited into the operating account of SJCCE. All Capital Improvement funds shall be utilized for projects as approved by the Parties and shall not be utilized for any other projects or purposes without express written approval by the County Administrator. Funds defined as Capital Improvement funding can be used for both direct and indirect costs of completing Capital Improvement projects. Flexibility to applying budgeted funds from one project to another within the Capital Improvement as required to meet cost variations shall be permitted.

3.7 County Funding

3.7.1 All amounts provided in this Article III are subject to availability of funding, and the County's budget approval and adoption process for each Fiscal Year.

3.7.2 The Parties agree to review and negotiate the level of County Funding, along with potential opportunities for revenue sharing, in FY 2025, for consideration in FY 2026.

3.7.3 Unless otherwise stated herein or unless otherwise negotiated by the Parties, all County Funding shall be deposited into the operating account of SJCCE.

The authorized representatives hereto have executed this First Amendment effective as of the Effective Date. SJCCE's authorized representative executing this First Amendment represents that he or she is duly authorized to execute this First Amendment on behalf of SJCCE.

17.10 Amendments

This Contract may not be modified, amended, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written Amendment signed by Authorized Representatives of both parties or for minor amendments to this Contract which do not change the tone, tenor or concept of the Contract, then minor amendments may be revised by the County Administrator without subsequent approval by the Board of County Commissioners. No waiver of any default or breach of this Contract or provision herein contained shall be deemed a waiver of any preceding or succeeding default or breach thereof or of any other provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

St. Johns County, FL (Seal)
(Typed Name)

SJC Cultural Events, Inc (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date of Execution)

(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Circuit Court & Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)