21	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

12/1/2026

BCC MEETING DATE

TO: **Joy Andrews, County Administrator** **DATE:** **October 14, 2026**

FROM: **Ryan Kane, Director, Parks & Recreation** **PHONE:** **904 209-0324**

SUBJECT OR TITLE: **Permissive Use Agreement for Use of St Johns County Ocean and Fishing Pier for a New Year's Eve Fireworks Display**

AGENDA TYPE: **Consent Agenda, Contract, Resolution**

BACKGROUND INFORMATION:

Parks and Recreation is requesting to execute a non-exclusive Permissive Use Agreement for use of St. Johns County Ocean and Fishing Pier for a New Year's Eve fireworks display. Fireworks by Santore, Inc. has been contracted by the City of St. Augustine Beach to perform the New Year's Eve fireworks display at the St. Johns County Ocean and Fishing Pier located at 350 A1A Beach Boulevard. Fireworks by Santore, Inc. requests approval for temporary use of the St. Johns County Ocean and Fishing Pier for the fireworks display. Public access to the Pier will be shut down for safety purposes beginning December 30, 2026 and will reopen on January 1, 2026. Public access to park amenities will remain open to the public.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: No funding required by St. Johns County.

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2026-_____, authorizing the County Administrator, or designee, to execute a non-exclusive permissive use agreement, in substantially the same form and format as attached hereto, authorizing temporary use of St Johns County Ocean and Fishing Pier for a New Year's Eve Fireworks Display

For Administration Use Only:
Legal: Jalisa Ferguson 10/30/2026 **OMB: ARM 11/2/2026** **Admin: Brad Bradley 11/5/2026**

RESOLUTION NO. 2026-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A NON-EXCLUSIVE PERMISSIVE USE AGREEMENT FOR USE OF ST. JOHNS COUNTY PROPERTY AT ST. JOHNS COUNTY OCEAN AND FISHING PIER FOR A NEW YEAR'S EVE FIREWORKS DISPLAY.

RECITALS

WHEREAS, Fireworks by Santore, Inc., a Florida corporation ("Santore"), has executed and presented to the County a Non-Exclusive Permissive Use Agreement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, for use of the St. Johns County Pier for a New Year's Eve Fireworks Display; and

WHEREAS, Santore has been contracted by the City of St. Augustine Beach to perform the New Year's Eve Fireworks Display; and

WHEREAS, Santore requests approval for temporary use of the St. Johns County Ocean and Fishing Pier for performance of the New Year's Eve Fireworks Display; and

WHEREAS, public access to the St. Johns County Ocean and Fishing Pier will be temporarily shut down during Santore's use for safety purposes, however, public access to park amenities shall remain open to 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 incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms of the Non-Exclusive Permissive Use Agreement for use of St. Johns County Ocean and Fishing Pier and authorizes the County Administrator, or designee, to execute said Agreement.

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

Section 4. The Clerk of Court is instructed to file the original Non-Exclusive Permissive Use Agreement in the Official Records of St. Johns County, Florida.

Section 5. This Resolution shall be effective upon execution by the Chair of Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this___day of _____2026.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Ann Taylor, Chair

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

By: _____
Deputy Clerk

NON-EXCLUSIVE PERMISSIVE USE AGREEMENT FOR USE OF ST. JOHNS COUNTY PROPERTY

THIS AGREEMENT (Agreement) is made as of this ____ day of _____, 2026 (Effective Date), by and between St. Johns County, a political subdivision of the State of Florida (County) and Fireworks by Santore, Inc., a Florida corporation (Contractor). The County and the Contractor enter into this Agreement on the basis of the following facts, understandings and intentions:

WHEREAS, the Contractor, has been contracted by the City of St. Augustine Beach and has requested use of the St. Johns County Pier property located on A1A Beach Boulevard, Parcel Account No. 162970-0000 (Property), and more specifically depicted in Attachment 1; and

WHEREAS, the Property currently provides public parking, a public park, public access to the St. Johns County Pier and public access to the beach; and

WHEREAS, the Contractor seeks temporary use of the Property as access for personnel and equipment as needed to perform, the New Year's Eve Fireworks Display, as contracted through the City of St. Augustine Beach; and

WHEREAS, accordingly, the County and the Contractor seek to enter into this Agreement to set forth their respective duties and obligations regarding use of the Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are hereby incorporated into the body of this Agreement and are adopted by each of the parties as findings of fact.

2. **Incorporation of Attachments.** The following attachments are hereby incorporated into, and made part of this Agreement:
    - **a.** Attachment 1 (Depiction of Property)
    - **b.** Attachment 2 (Site Plan and Operations Plan)
    - **c.** Attachment 3 (Proof of Insurance)
    - **d.** Attachment 4 (Pre-Use Assessment of the Property)
    - **e.** Attachment 5 (Security for Restoration Costs)

3. **Permissive Use (Non-Exclusive).** Subject to the terms and conditions contained herein, the County hereby grants the Contractor permission to enter onto the Property, and non-exclusive use of the Property as access for personnel and equipment to set up before, perform New Year's Eve Fireworks Display and clean up afterwards.

    a. Duration of Use. Such use will begin **on December 30, 2026 (Beginning Date), concluding on January 1, 2027 (Ending Date),** unless otherwise authorized by the County Administrator, or designee, in writing.

    b. Hours of Use. The County authorizes the Contractor to access and use the entire Property as described herein and depicted in Attachment 1 (attached hereto and incorporated herein) beginning at 8 a.m. on December 30, 2026, and continuing 24 hours each day for the Duration of Use, until 3 a.m. on January 1, 2027.

    c. Public Access. For the Duration of Use, the area of the Property identified as SJC Pier will be closed to public access from 8 a.m. on December 30, 2026, through 8 a.m. January 1, 2027. Public access to a portion of the area of the Property identified as Pier Parking Lot and to the public beach shall be closed to public access from 4 p.m. on December 31, 2026, through 11 p.m. on December 31, 2026.

    d. Site Plan. Upon execution of this Agreement, the Contractor will provide a site plan that describes the Equipment and Materials staging areas located on the Property (Site Plan).

    e. Operations Plan.

        i. The Operations Plan is subject to approval by the County. The Contractor shall not begin any work on or at the Property prior to the County's written approval of the Operations Plan.

    f. Condition of the Property. The Contractor understands and agrees to accept use of the Property in "as-is" condition.

4. **Time is of the Essence.** Time is of the essence with respect to the Contractor's performance under this Agreement. Failure by the Contractor to perform timely on the dates and within the time periods described herein shall constitute a material breach of this Agreement.

5. **Restoration of the Property**.

    a. Clean-Up. The Contractor will remove all trash generated during use of the Property by no later than one (1) calendar day following the Ending Date.

    b. Pre-Use Assessment. Prior to the Contractor's use as described herein, the

Contractor and a County representative shall inspect the Property (including taking photos) to assess its condition. A written assessment (including photos) of the pre-use condition of the Property shall be attached hereto as Attachment 4 and incorporated herein. By executing this Agreement, the Contractor hereby accepts such assessment and agrees that it is a true and accurate statement regarding the condition of the Property prior to use.

c. Post-Use Assessment. By no later than two (2) business days after the Contractor completes use of the Property or the Ending Date, whichever occurs first, the Contractor and a County representative will inspect the Property (including taking photos) to assess its condition. A written assessment (including photos) shall be completed and provided to the Contractor detailing the extent of damage to the Property.

d. Restoration. Except normal wear and tear caused by pedestrian and/or passenger vehicle traffic, or damage caused by activities unrelated to the Contractor's use of the Property, the Contractor is solely liable to restore the Property to its pre-use condition. Accordingly, the Contractor shall provide all labor, materials, costs and expenses necessary to restore the Property to its pre-use condition.

e. Security for Restoration Costs. The County has estimated that the cost to restore the Property to pre-use conditions is **$500 (Estimated Restoration Costs)**. As a condition of entering into this Agreement, upon execution, the Contractor shall provide to the County, in a form and format approved by the County, a letter of credit or other payment security equal to the Estimated Restoration Costs. In the event the Contractor fails to restore the property to pre-use condition by the date provided herein, the County may utilize the Security for Restoration to restore the Property. The County shall return to the Contractor the full balance of the security payment within ten (10) days following the Contractor's restoration of the Property.

f. Timing. Unless otherwise authorized in writing by the County Administrator, or designee, the Contractor shall complete restoration of the Property by no later than **January 2, 2027**.

6. **Indemnification.** The Contractor will indemnify, defend and hold harmless the County, its officers, employees, contractors, subcontractors, guests, invitees, volunteers and agents, against any and all claims for loss or expense or suits for damage to persons or property (including the Client's property), caused by or arising from use of the Property by the Contractor, its employees, members, agents, and subcontractors. The Contractor acknowledges and agrees that this provision regarding Indemnification survives early termination by either party or expiration of this Agreement.

7. **Insurance.** Prior to its use of the Property, the Contractor shall secure and maintain for the

duration of this Agreement comprehensive general liability insurance, to include property damage and bodily injury with minimum policy coverage of $1,000,000. As applicable, the Contractor shall further secure and maintain for the duration of this Agreement, Workers' Compensation Insurance, in an amount no less than is required by applicable Florida Law. The County shall be named as an additional insured on all comprehensive general coverage. Proof of such insurance shall be provided to the County Land Management Department prior to the Contractor's use of the Property.

8. **Permits, Licenses and Approvals.** Prior to its use of the Property, the Contractor shall secure and maintain all applicable licenses, permits and approvals necessary to complete the work described herein. Proof of such licenses permits and approvals shall be provided to the Real Estate Department of St. Johns County prior to the Contractor's use of the Property.

9. **Hazards.** The Contractor hereby acknowledges and understands that, in the event that the Contractor's use of the Property creates a public safety hazard as determined in the County's sole discretion, at the Contractor's sole cost and expense, the Contractor shall be required to take all necessary actions to remedy such hazard(s) as directed by the County.

10. **Miscellaneous Provisions.**
    - **a.** Neither the County nor the Contractor will assign this Agreement or delegate or subcontract the performance of the Agreement without the prior written consent of the other.
    - **b.** This Agreement shall not be amended or modified in any manner except by written instrument properly executed by each party.
    - **c.** This Agreement is governed by the laws of the State of Florida, and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida.
    - **d.** No delay or failure by the County to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof.
    - **e.** If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement.
    - **f.** The obligations under this Agreement, which by their nature would continue beyond the expiration of the term of this Agreement, shall survive termination or expiration of this Agreement.
    - **g.** This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement.
    - **h.** This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. A complete, executed copy of this Agreement shall be enforceable as an original.
    - **i.** The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

j. Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

k. Nothing in this agreement shall be deemed as a waiver of the County's sovereign immunity. Nothing hereby shall inure to the benefit of any party or third party for any purpose, including but not limited to, anything that might allow claims otherwise barred by sovereign immunity or operation of law.

IN WITNESS WHEREOF, County and the Contractor have caused this Agreement to be made on the date above written.

WITNESSES:

_____
Witness Signature Date

_____
Print Name
Address_____
_____

_____
Witness Signature Date

_____
Print Name
Address_____
_____

CONTRACTOR: Fireworks by Santore Inc.
a Florida Corporation

By:_____
Date

Title: _____

WITNESSES:

ST. JOHNS COUNTY, FLORIDA
A political subdivision of the State of Florida

_____
Signature Date

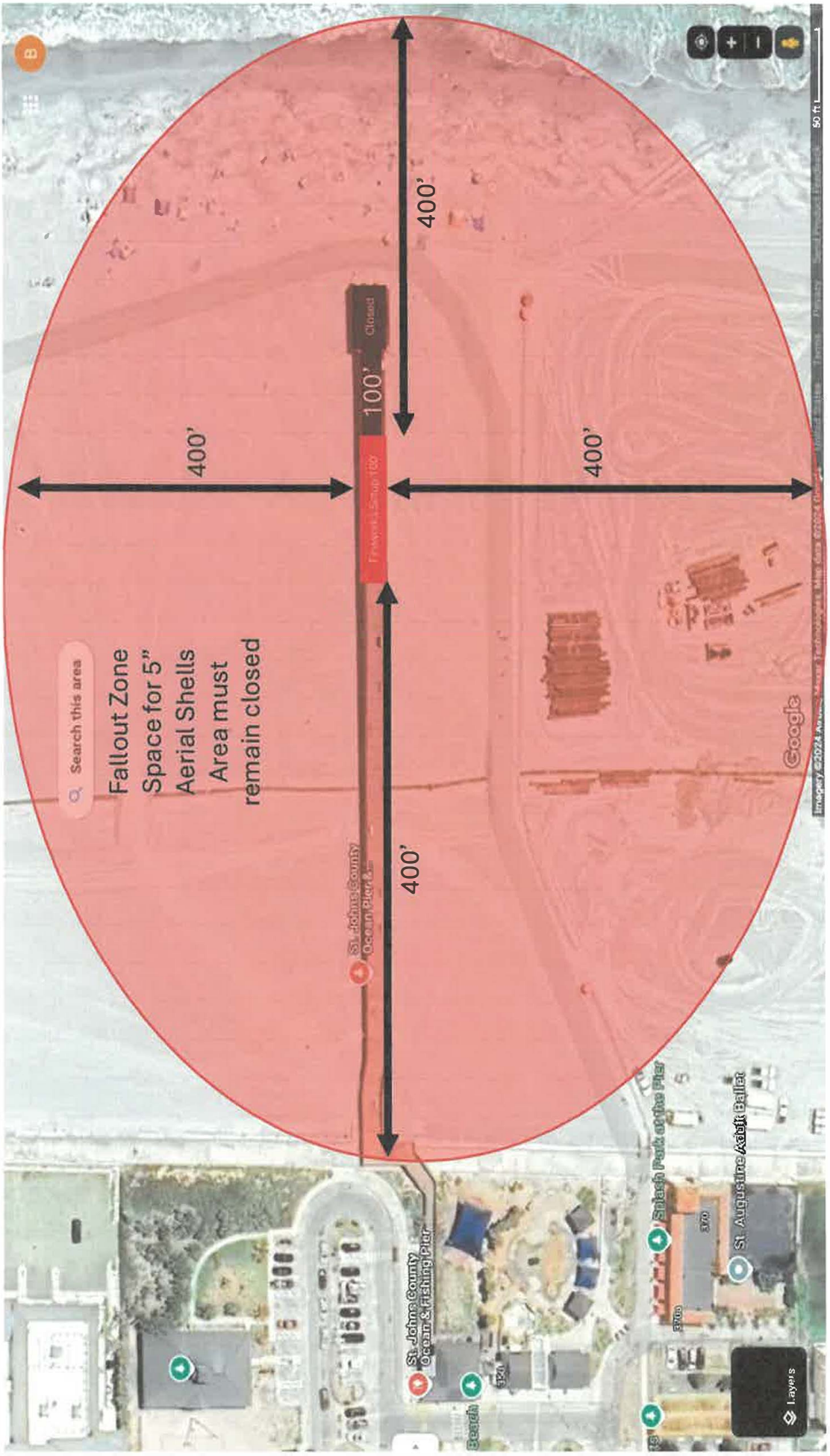
By:_____
Joy Andrews Date
Its: County Administrator

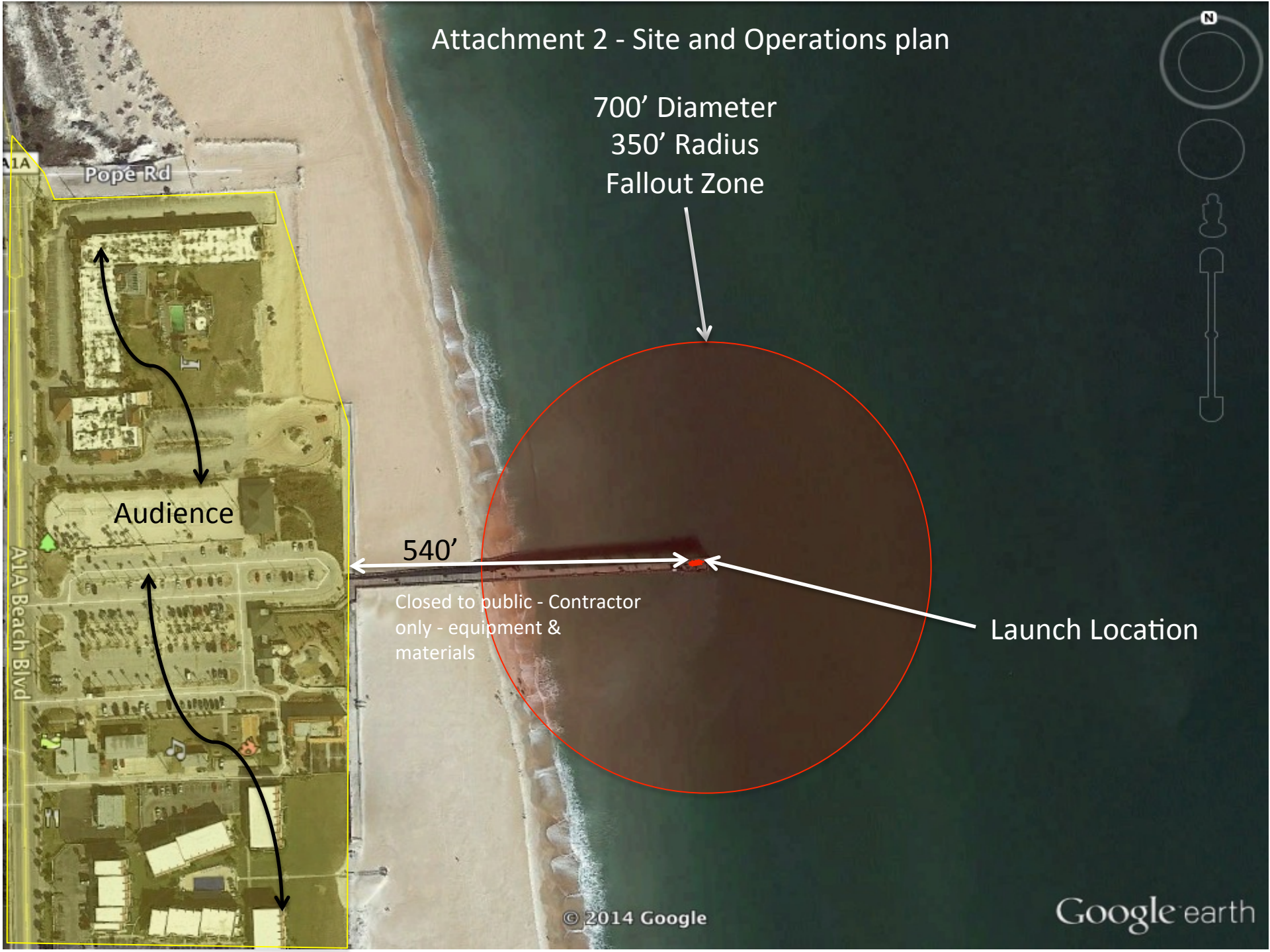
_____
Print Witness Name
Address_____
_____

_____
Signature Date

_____
Print Witness Name
Address _____
_____

Attachment 1 - Depiction of Property




Attachment 2 - Site and Operations plan
700’ Diameter
350’ Radius
Fallout Zone
Pope Rd
A1A
A1A Beach Blvd
Audience
540’
Closed to public - Contractor only - equipment & materials
Launch Location
© 2014 Google
Google earth

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IN WITNESS WHEREOF, County and the Contractor have caused this Agreement to be made on the date above written.

WITNESSES:

_____
Witness Signature Date

_____
Print Name
Address_____
_____

_____
Witness Signature Date

_____
Print Name
Address_____
_____

CONTRACTOR: Fireworks by Santore Inc.
a Florida Corporation

By:_____
Date

Title: _____

WITNESSES:

ST. JOHNS COUNTY, FLORIDA
A political subdivision of the State of Florida

_____
Signature Date

By:_____
Joy Andrews Date
Its: County Administrator

_____
Print Witness Name
Address_____
_____

_____
Signature Date

_____
Print Witness Name
Address _____
_____