

RESOLUTION NO. 2021- 537

**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 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 Pier for performance of the New Year's Eve Fireworks Display; and

**WHEREAS**, public access to the St. Johns County Pier will be temporarily shut down during Santore's use for safety purposes, however, public access to the parking lot, playground and beach access point 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 Property and authorizes the County Administrator, or designee, to execute said Agreement.

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

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

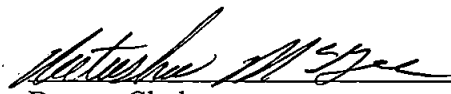
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 21 day of December, 2021.

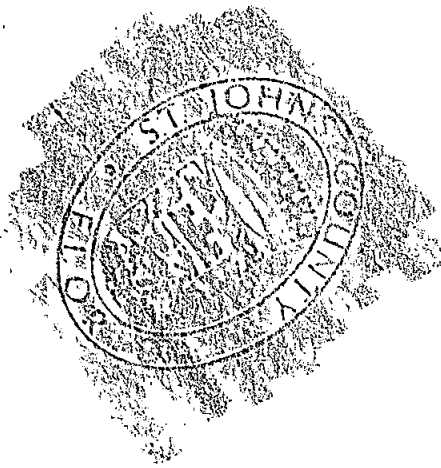
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

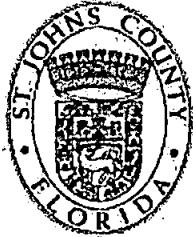
By:   
Henry Dean, Chair

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

**RENDITION DATE** 12.22.2021

  
Deputy Clerk





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

**THIS AGREEMENT** (Agreement) is made as of this 30 day of November, 2021 (Effective Date), by and between St. Johns County, a political subdivision of the State of Florida, 500 San Sebastian View, St. Augustine, Florida 32084 (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)
  - c. Attachment 3 (Proof of Insurance)
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, 2021 (Beginning Date), and will continue through and until January 1, 2022 (Ending Date), unless otherwise authorized by the County 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, 2021 and continuing 24 hours each day for the Duration of Use, until 3 a.m. on January 1, 2022.
  - c. **Public Access.** The area of the Property identified as SJC Pier will be closed to public access from 8 a.m. on December 30, 2021 through 8 a.m. January 1, 2022. 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, 2021 through 11 p.m. on December 31, 2021.
  - d. **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 and debris generated during use of the Property by no later than one (1) day following the Ending Date or completion of use, whichever occurs first.
  - 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.
  - c. **Post-Use Assessment.** By no later than one (1) day 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.
  - d. **Restoration.** Except normal wear and tear caused by pedestrian traffic, or damages 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, 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 its pre-use condition is \$200 (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. The County shall return to the Contractor the full balance of the payment security within ten (10) days following the Contractor's restoration of the Property as provided above in Paragraph 5(d).
  - f. **Timing.** Unless otherwise authorized in writing by the County, the Contractor shall complete restoration of the Property by no later than one (1) day following the completion of the Duration of Use.
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 Contractor'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 \$2,000,000. 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.**

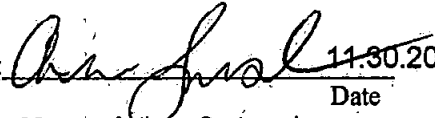
- a. Neither the County nor the Contractor will assign this Agreement or delegate or subcontract the performance of the Agreement without the prior written consent of the other.
- b. This Agreement shall not be amended or modified in any manner except by written instrument properly executed by each party.
- 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.

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

St. Johns County, a political  
Subdivision of the State of Florida

By: \_\_\_\_\_ Date  
Hunter S. Conrad  
Its: County Administrator

Fireworks By Santore, Inc.  
Contractor

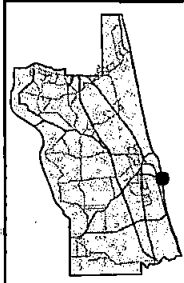
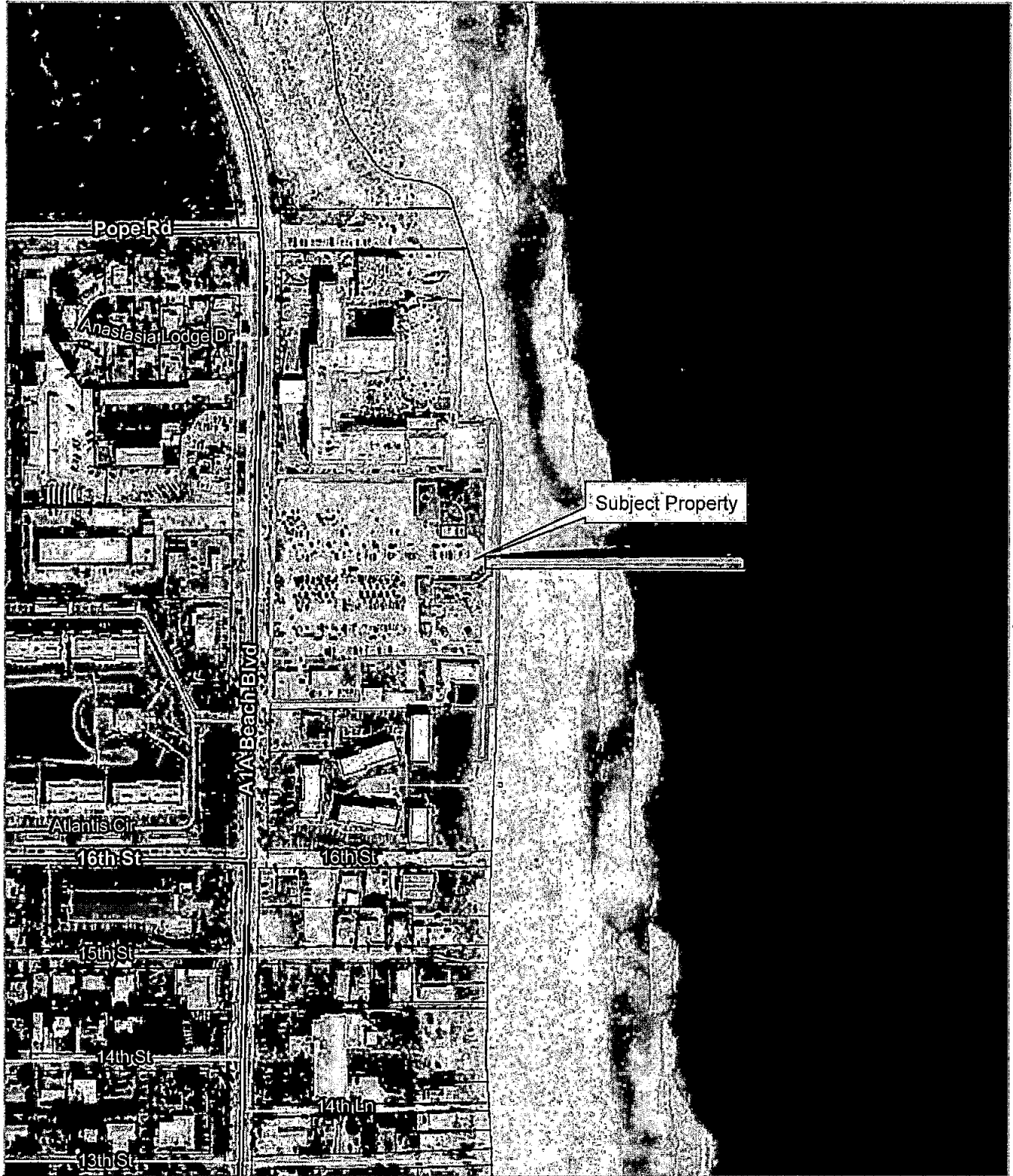
By:  11.30.2021 Date  
Print Name: Anthony Santore, Jr.  
Title: President

 11.30.2021 Date  
Witness Signature

Eric Larsen  
Print Name

 11.30.2021 Date  
Witness Signature

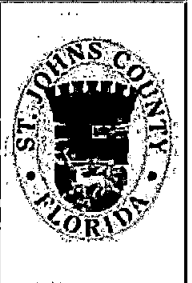
Nicholas Sieffert  
Print Name



Aerial Photography 2021  
0 75 150 300  
Feet  
Date: 11/23/2021

Permissive Use Agreement  
St. Johns County Pier  
  
New Year's Eve Fireworks Display

Land Management  
Systems  
Real Estate  
Division  
(904) 209-0782  
  
Disclaimer:  
This map is for reference use only.  
Data provided are derived from multiple  
sources with varying levels of accuracy.  
The St. Johns County Real Estate  
Division disclaims all responsibility  
for the accuracy or completeness  
of the data shown hereon.



700' Diameter  
350' Radius  
Fallout Zone

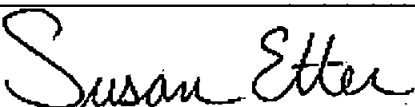


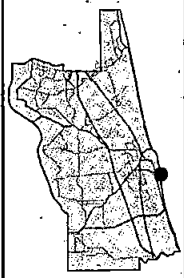
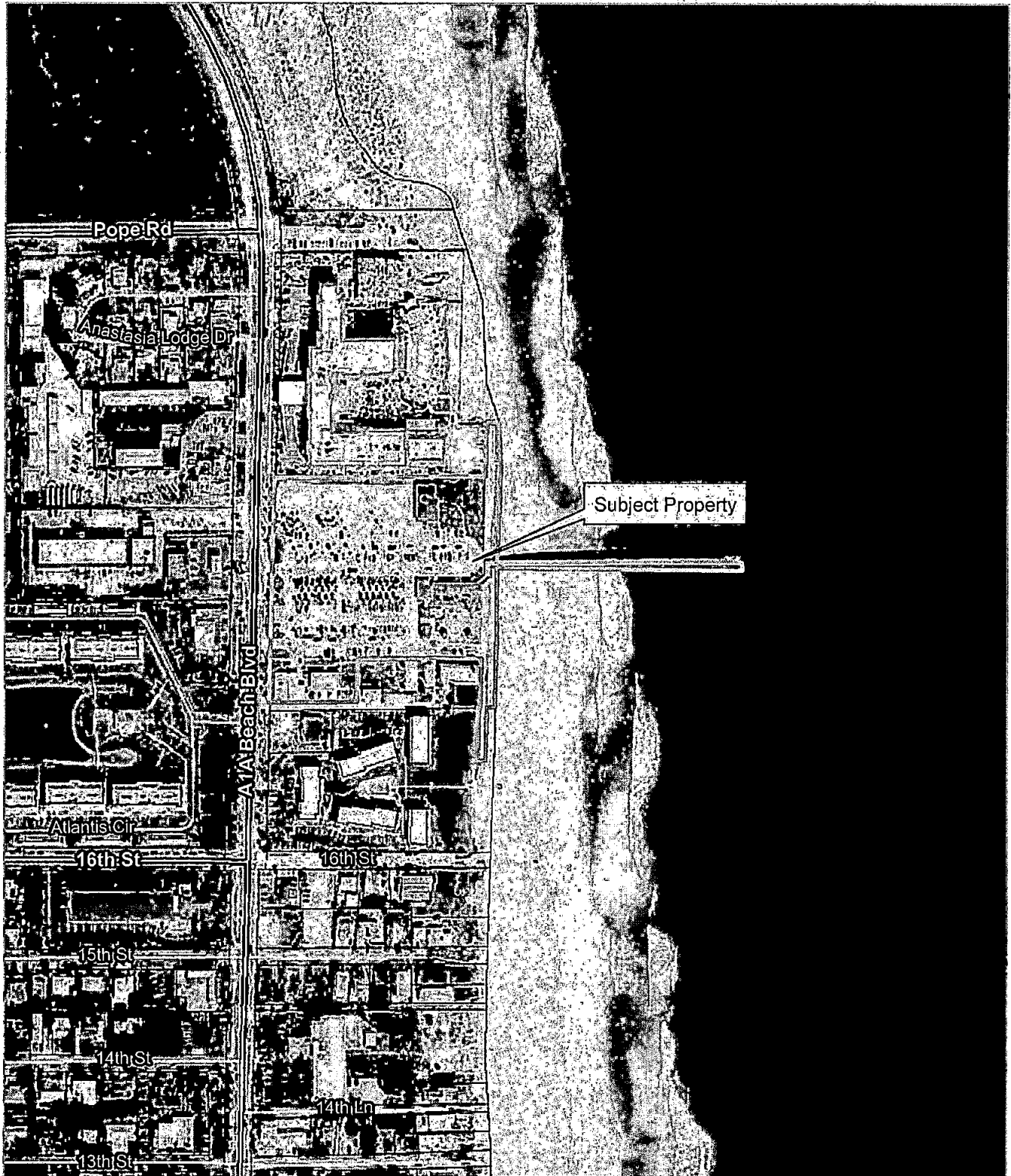
Launch Location



540'



Certificate of Insurance					Issue Date: 11/10/2021	
28517						
<b>PRODUCER</b> Professional Program Insurance Brokerage 1304 Southpoint Blvd., Suite 101 Petaluma, CA 94954			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
			<b>INSURERS AFFORDING COVERAGE</b>			
<b>INSURED</b> Fireworks by Santore, Inc. PO Box 22775 Billings, MT 59104			<b>INSURER A:</b> Underwriter's at Lloyd's, London			
			<b>INSURER B:</b>			
			<b>INSURER C:</b>			
			<b>INSURER D:</b>			
<b>COVERAGES:</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	PY/21-0207	9/15/2021	9/15/2022	EACH ACCIDENT	\$5,000,000
					MEDICAL EXP (any one person)	
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$5,000,000
					PRODUCTS-COMP/ OPS AGG	
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b> Certificate holder is additional insured as respects the following:						
Date(s) of Display:	12/31/2021					
Location:	St. Johns County Ocean Pier					
Additional Insured:	City of St Augustine Beach & St. Johns County & St. Johns County Board of County Commissioners.					
Rain Date(s):						
Type of Display:	Aerial Fireworks Display					
<b>CERTIFICATE HOLDER</b> City of St Augustine Beach 2200 A1A South St Augustine, FL 32080				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
				 AUTHORIZED REPRESENTATIVE		



Aerial Photography 2021  
0 75 150 300  
Feet  
Date: 11/23/2021

Permissive Use Agreement  
St. Johns County Pier  
  
New Year's Eve Fireworks Display

Land Management  
Systems  
Real Estate  
Division  
(904) 209-0782  
  
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sources with varying levels of accuracy.  
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for the accuracy or completeness  
of the data shown hereon.

