City of Palm Coast
Agenda

Community Center
305 Palm Coast Pkwy NE
Palm Coast, FL 32137
www.palmcoast.gov

PARKS AND RECREATION ADVISORY BOARD

Chair Philip McClure
Vice Chair Julia Walthall
Board Member Megan Rizzo
Board Member Agnes Lightfoot
Board Member John Subers
Alternate Board Member DeAnna O'Flaherty
Alternate Board Member Kelsey McManus

Wednesday, October 28, 2026	**4:30 PM**	**Palm Coast Community Center**

- Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- Public comments on issues on the agenda or public participation shall be limited to 3 minutes.
- Other matters of concern may be discussed as determined by Committee during the meeting.
- If you wish to obtain more information regarding the agenda, please contact the Parks and Recreation Department at 386- 986-2323.
- In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the ADA Coordinator at 386-986-2570 at least 48 hours prior to the meeting.
- It is proper meeting etiquette to silence all electronic devices, including cell phones while meeting is in session.
- The City of Palm Coast is not responsible for any mechanical failure of recording equipment.
- Any person who decides to appeal any decision with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE: This meeting is audio recorded for public record and transparency.

A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

B. ROLL CALL & QUORUM

C. APPROVAL OF MINUTES

1. APPROVE THE MINUTES OF THE PARKS AND RECREATION ADVISORY BOARD: SEPTEMBER 16, 2026 MEETING

2. APPROVE MINUTES OF THE PARKS AND RECREATION ADVISORY BOARD: OCTOBER 7, 2026, SPECIAL MEETING

D PUBLIC COMMENTS
Remainder of Public Comments is limited to three (3) minutes each.

E. NEW BUSINESS

3. PRESENTATION - PUBLIC ART IDEAS AND OPPORTUNITIES: DISCUSSION WITH THE FLAGLER COUNTY CULTURAL COUNCIL

4. PRESENTATION - PARKS AND RECREATION ADVISORY BOARD EX-OFFICIO FOR

FC3

F. OLD BUSINESS

5. PRESENTATION – OVERVIEW AND DISCUSSION OF THE PALM COAST LITTLE LEAGUE MEMORANDUM OF UNDERSTANDING

G. STAFF & BOARD MEMBERS COMMENTS

H. PRESS AND CITIZEN COMMENTS

I. ADJOURNMENT

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 28, 2026 **Agenda Item:** C.1

Department PARKS AND RECREATION **Division** PARKS AND RECREATION	**Amount** **Org/Account #**
Subject: APPROVE THE MINUTES OF THE PARKS AND RECREATION ADVISORY BOARD: SEPTEMBER 16, 2026 MEETING	
Presenter:	
Attachments: 1. Minutes	
Background:	
Recommended Action: **APPROVE THE MINUTES OF THE PARKS AND RECREATION ADVISORY BOARD: SEPTEMBER 16, 2026 MEETING**	

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Chair Philip McClure
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A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Chair McClure called the meeting to order at 4:30 p.m.

B. ROLL CALL & QUORUM

Chair McClure called the roll. All Board Members were present. The Alternate Board Members DeAnna O'Flaherty and Alternate Board Member Kelsey McManus were absent.

C. APPROVAL OF MINUTES

1. APPROVE MINUTES OF THE PARKS AND RECREATION ADVISORY BOARD: AUGUST 26, 2026, MEETING

Motion to approve the minutes as presented by Vice Chair Walthall and seconded by Board Member Rizzo.

Motion passed unanimously.

D. NEW BUSINESS

2. PRESENTATION – PARKS & RECREATION FEE STRUCTURE UPDATES AND RECOMMENDATIONS FOR THE SOUTHERN RECREATION CENTER, SPORTS FIELDS, AND A WATERFRONT PARK PAVILION

The Board discussed Parks & Recreation Fee Structure, including Background, Southern Recreation Center Overview, Southern Recreation Center Pickleball Fees, Southern Recreation Center Tennis Fees, Southern Recreation Center Combination Fees, Southern Recreation Center Room Rentals, Park Pavilions Overview, Pavilion Rentals, Sports Fields Fees, and Next Steps.

The Board discussed the need for additional clarification before making a recommendation for the proposed sports field fee structure. Chair McClure called for a special meeting to be held prior to the October meeting to allow the Board to further discuss the matter with the City Attorney. Staff will coordinate scheduling and provide the required notice for the special meeting.

E. STAFF & BOARD MEMBERS COMMENTS

Vice Chair Walthall referenced comments made during the recent City Council budget meeting regarding potential reductions to Parks & Recreation and asked about the impact to the department's budget.

Facilitator James Hirst provided an update on the budget and shared that the anticipated impacts to Parks & Recreation were limited. He noted a Citywide reduction to travel and training, adjustments to planned fleet allocations, and the freezing of one hourly Special Events position. Mr. Hirst thanked the Board for its continued support and for the comments provided during the recent City Council budget meeting.

Discussion under Item E was paused to allow for Press and Citizen Comments under Item F. No further discussion occurred under Item E.

F. PRESS AND CITIZEN COMMENTS

This item was initially heard following the Approval of Minutes, prior to Item D. No public comment was received at that time. Discussion under Item E was later paused, and the Board returned to Item F to allow for public comment.

Sheila Hinds discussed concerns regarding food vendor operations at City parks, including being charged a vendor fee to operate during flag football activities at her neighborhood park. She questioned the fee given that she also serves park visitors who are not participating in the league. Ms. Hinds also discussed the financial impact of the discontinuation of Food Truck Tuesday on local food vendors and encouraged consideration of alternative locations or hours for similar opportunities.

Jolene Spangler-Rosamonda discussed concerns regarding food-truck operations in City parks following recent changes to the City's food-truck regulations. She shared that she had been advised that she could not operate at Holland Park and discussed her efforts to remain involved through sponsorship of a local baseball team. Ms. Spangler-Rosamonda emphasized the connection local food vendors have with the community and encouraged consideration of additional opportunities for vendors to serve residents at City parks.

The Board thanked Ms. Hinds and Ms. Spangler-Rosamonda for bringing their concerns forward and discussed food-truck operations in City parks, including vendor fees associated with sporting events. Staff clarified that organizations operating under approved special event permits may charge participating vendors and discussed current requirements for food-truck operations in City parks. Staff also explained the transition from Food Truck Tuesday and the Concert Series to Beats & Eats, noting that previous concert participation had been strong but repeated weather-related cancellations impacted the current season. The next Beats & Eats season is planned for February through July. The Board discussed additional opportunities for local food vendors, including whether food trucks could regularly use the designated area at the Stage at Town Center outside of scheduled events. Staff explained that this is still being evaluated due to event scheduling, staffing, and other operational considerations associated with managing the area.

During the Press and Citizen Comments, Board Member Subers departed the meeting at 6:04 p.m. A quorum remained present.

:

G. ADJOURNMENT

The meeting was adjourned at 6:13 p.m.

Respectfully submitted by: Katelyn Anderson, Recording Secretary

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 28, 2026 **Agenda Item:** C.2

Department PARKS AND RECREATION **Division** PARKS AND RECREATION	**Amount** **Org/Account #**

Subject: APPROVE MINUTES OF THE PARKS AND RECREATION ADVISORY BOARD: OCTOBER 7, 2026, SPECIAL MEETING

Presenter:

Attachments:

1. Minutes

Background:

Recommended Action:

APPROVE MINUTES OF THE PARKS AND RECREATION ADVISORY BOARD: OCTOBER 7, 2026, SPECIAL MEETING

City of Palm Coast
Agenda

Community Center
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PARKS AND RECREATION ADVISORY BOARD

Chair Philip McClure
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Alternate Board Member Kelsey McManus

Wednesday, October 7, 2026	**4:30 PM**	**Palm Coast Community Center**

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A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Chair Phillip McClure called the meeting to order at 4:32pm

B. ROLL CALL & QUORUM

Chair Phillip McClure called the roll. All Board Members and the Alternate Board Member Kelsey McManus were present. The Alternate Board Member DeAnna O'Flaherty were absent.

C PUBLIC COMMENTS

Remainder of Public Comments is limited to three (3) minutes each.

No Public Comment

D. NEW BUSINESS

1. PRESENTATION - OVERVIEW AND DISCUSSION OF THE PALM COAST LITTLE LEAGUE MEMORANDUM OF UNDERSTANDING

The Board reviewed and discussed the Palm Coast Little League Memorandum of

Understanding (MOU) with the City Attorney to gain a better understanding of the agreement.

The Board recommended that the City consider reviewing and adjusting the agreement's length, specifying the teams covered under the agreement in relation to subletting, applying consistent fees to all sports leagues regardless of MOU status, and requiring an active Sunbiz registration. The proposed registration requirement would allow 30 days to correct an inactive status.

The Board requested that the four recommendations be provided in writing for review.

Vice Chair Walthall made a motion to finalize the wording of the recommendation at the October 28th meeting. Board Member Subers seconded the motion.

The motion passed unanimously.

E. STAFF & BOARD MEMBERS COMMENTS

Facilitator James Hirst informed the Board that his last day with the City would be October 9 and that Facilitator Brittany McDermott would serve as the new Director of Parks & Recreation. Board members extended their congratulations to Mr. Hirst.

F. PRESS AND CITIZEN COMMENTS

There was no comment.

G. ADJOURNMENT

The meeting was adjourned at 5:40pm

Respectfully submitted by: Katelyn Anderson, Recording Secretary

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 28, 2026 **Agenda Item:** E.3

Department PARKS AND RECREATION **Division** PARKS AND RECREATION	**Amount** **Org/Account #**

Subject: PRESENTATION - PUBLIC ART IDEAS AND OPPORTUNITIES: DISCUSSION WITH THE FLAGLER COUNTY CULTURAL COUNCIL

Presenter:

Attachments:

Background:
The Flagler County Cultural Council (FC3) will attend the October 28th, 2026, Parks and Recreation Advisory Board meeting to discuss ideas and opportunities for art in public spaces with the Board.

Recommended Action:
FOR DISCUSSION ONLY

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 28, 2026 **Agenda Item:** E.4

Department	PARKS AND RECREATION	**Amount**	
Division	PARKS AND RECREATION	**Org/Account #**	

Subject: PRESENTATION - PARKS AND RECREATION ADVISORY BOARD EX-OFFICIO FOR FC3

Presenter:

Attachments:

Background:
The Flagler County Cultural Council (FC3) recently approved an ex-officio seat on its Board for a member of the Parks and Recreation Advisory Board (PRAB). This item is presented for discussion to clarify the role's scope, responsibilities, and expectations, including how it differs from the existing non-voting Palm Coast City Council seat on the FC3 Board.

Recommended Action:
FOR DISCUSSION ONLY

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 28, 2026 **Agenda Item:** F.5

Department PARKS AND RECREATION **Division** PARKS AND RECREATION	**Amount** **Org/Account #**

Subject: PRESENTATION – OVERVIEW AND DISCUSSION OF THE PALM COAST LITTLE LEAGUE MEMORANDUM OF UNDERSTANDING

Presenter:

Attachments: 1. Palm Coast Little League MOU

UPDATED BACKGROUND FOR THE OCTOBER 28, 2026, PARKS AND RECREATION ADVISORY BOARD MEETING:

At the October 7, 2026, special meeting, the Board reviewed the Palm Coast Little League Memorandum of Understanding with the City Attorney and discussed potential recommendations. At the October 28 meeting, the Board will continue its discussion and finalize the wording of its recommendation for the City's consideration.

ORIGINAL BACKGROUND FROM THE OCTOBER 7, 2026, SPECIAL PARKS AND RECREATION ADVISORY BOARD MEETING:

Following a public comment regarding a petition related to Palm Coast Little League, the Board expressed interest in receiving additional information regarding the existing Memorandum of Understanding. The Parks and Recreation Advisory Board will receive an overview of the agreement and have the opportunity to ask the City Attorney questions related to the MOU.

Recommended Action:
FOR DISCUSSION ONLY

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FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT is made as of the 5th day of June, 2020 ("Effective Date"), by and between THE CITY OF PALM COAST, a Florida municipal corporation, whose address is 160 Lake Avenue, Palm Coast, Florida 32164 (hereinafter referred to as "City"); and PALM COAST LITTLE LEAGUE, INC., a Florida not-for-profit corporation, whose address is 8 Carlos Court, Palm Coast, Florida 32137 (hereinafter referred to as "Little League").

RECITALS

WHEREAS, the City owns two (2) softball/baseball fields at Holland Park and four (4) fields at Indian Trails Sports Complex including batting cages, concession stands and the Little League clubhouse at Indian Trails Sports complex; and

WHEREAS, the City has long term plans to add four (4) more softball/baseball fields at Indian Trails Sports Complex; and

WHEREAS, the City and Little League desire to enter into an agreement regarding the use of the baseball/softball fields, batting cages, Little League clubhouse building and associated concession stands at Holland Park and the Indian Trails Sports Complex for uses related to Little League's baseball/softball activities; and

WHEREAS, the City has determined that this Agreement is in the public interest and serves and advances the public purpose,

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

SECTION 1. AGREEMENT/USE:

A. Between January 10th and July 31st and between September 1st and November 30th of each year during the term this Agreement, Little League shall have primary rights to use the existing softball/baseball fields, including batting cages, concession stands and Little League clubhouse at both Holland Park and Indian Trails Sports Complex. When the City builds the fifth and sixth fields at Indian Trails Sports Complex, Little League shall have primary use of these two new fields as well. Upon final build out of the seventh and eighth fields at Indian Trails, the City will take back primary rights to the Holland Park fields including batting cages and concession stand. When the City builds the seventh and eighth fields at Indian Trails, Little League shall have primary use to all eight (8) fields at Indian Trails. All fields, along with associated batting cages, concession stands and Little League clubhouse to which the Little League has primary rights at any given time is herein after collectively referred to as the "Complex".

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B. The City may request (upon reasonable prior notice to Little League) that Little League allow the temporary use of the Complex by other users (except the Little League clubhouse at Indian Trials), which consent Little League may not unreasonably withhold or delay and the City may charge a fee for such usage by other users as established in a fee resolution adopted by the City Council of the City.

SECTION 2. TERM/TERMINATION: The term of this Agreement shall commence on the Effective Date and shall expire fifteen (15) years from the Effective Date. After the fifteen (15) year term, upon the request of Little League, the City may authorize Little League to use the Complex, subject to the conditions set forth herein, for an additional period of five (5) years. Either party may terminate this Agreement upon thirty (days) written notice. Upon termination, all rights to the Complex revert back to the City.

SECTION 3. PERMIT FEE: Little League shall pay the City an annual permit fee for the use of the building area of real property owned by the City said fee being in the amount of One Dollar ($1.00) annually during the term of this Agreement.

SECTION 4. COACHES CLINICS: Little League shall either: (a) conduct its own mandatory coach's clinics; or (b) require its coaches to attend a similar mandatory coach's clinic approved by the City. All such clinics shall be of a form and substance as well as at such times and duration as determined by the City. All Little League coaches, officials or any other person who engage in contact with children shall be subject to criminal background checks to the satisfaction of Little League International and shall provide the City proof of compliance.

SECTION 5. FRDAP GRANTS: Little League shall comply with and shall do nothing to impair, impede or contradict the terms and conditions of any Florida Recreation Development Assistance Program (FRDAP) grants currently in place or entered into by the City during the term of this Agreement. Little League shall cooperate with the City if it applies for FRDAP grants in the future and shall assist the City as to any and all auditing or financial matters relating to this Agreement.

SECTION 6. DEFAULT: If, under this Agreement, either party shall fail to perform any of the obligations set forth herein, the non-breaching party shall (after providing the breaching party not less than fifteen (15) days prior written notice and opportunity to cure) have the option, to be exercised in its sole discretion, to either: (i) seek specific performance of the other party's obligations hereunder; or (ii) terminate this Agreement. If Little League terminates this Agreement prior to the expiration of the initial fifteen (15) year period, it shall not be entitled to compensation from the City in any respect under this Agreement.

SECTION 7. FORCE MAJEURE: If the Complex is rendered unsuitable for use by Little League for its intended purposes by reason of force majeure, the City and Little League are released from their obligations hereunder. *Force Majeure* shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions war or other act of any foreign nation, power of government, or governmental

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agency or authority, terrorist act, or any other cause like or unlike any cause mentioned which is beyond the control of the City.

SECTION 8. INGRESS/EGRESS: All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the Complex shall be kept unobstructed by Little League and shall not be used for any purpose other than ingress or egress to and from the Complex by Little League.

SECTION 9. COPYRIGHT FEES, ROYALTIES AND OTHER LICENSES: If any material, composition or name to be used or performed at the Complex is copyrighted, Little League is responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. Little League agrees to be fully responsible for any fees, royalties and licensees in connection therewith. Little League shall advise the City of each use of such material, composition or name within ten days after such use. Little League shall have the obligation to obtain any and all approvals, licenses or similar actions relating to the use of the intellectual property of others at the Complex.

SECTION 10. ABANDONED PROPERTY: Any property left in the Complex shall be deemed abandoned and shall become property of the City to be disposed of or utilized at the City's sole discretion.

SECTION 11. REPAIRS AND MAINTENANCE/MODIFICATIONS:

A. During the term of this Agreement, Little League shall maintain the Complex in good working order. Little League shall be responsible for repairs to damages to the Complex except to the extent caused by a third party using the Complex as result of City's request in accordance with Section 1 above. Notwithstanding the foregoing, Little League shall be responsible for all maintenance and repairs of the Little League clubhouse regardless of third party cause.

B. Little League shall make no temporary or permanent modifications to the Complex without the prior written consent of the City.

SECTION 12. COMPLIANCE: Little League and its members agree to use and occupy the Complex in accordance with all City ordinances, codes, laws, rules and regulations including but not limited to fire codes. Little League agrees that Little League shall be subject to all conditions of each and every grant or similar relations to which the Complex is subject, to include, but not be limited to, public use, restrictions on income and/or concessions and any and all related matters. Little League shall use and occupy the Complex in a safe and careful manner and shall comply with all applicable City, State and Federal laws and rules and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force and effect relating to the Complex.

SECTION 13. INDEMNIFICATION AND RELEASE, ETC.: Little League agrees that on behalf of itself and any and all derivative claimants, of whatsoever type or nature or relationship, it understands that the City and its officers, agents and employees, assume no

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liability whatsoever for any personal injury or property damage or loss that Little League or any derivative claimant may suffer, of whatsoever type or nature or cause, as a result of the condition or use of the Complex. Little League agrees that it will indemnify, hold and save the City and its officers, agents, contractors and employees whole and harmless and defend same from and against all claims, demands, actions, damages, costs, loss, liabilities, expenses and judgments of any nature recovered from or asserted against the City on account of injury or damage or injury may be incident to, arise out of, or be caused, either proximately or remotely wholly or in part, by an act, omission, negligence or misconduct on the part of Little League or any of its agents, servants, employees, contractors, patrons, guests or invitees or of any other person using the Complex, related to the Complex or when such injury or damage is the result, proximate or remote, of the use by Little League or any of its agents, servants, employees, contractors, patrons, guests, or invitees of City property, or when any such injury or damage may in any other way arise from or out of the use by Little League, its agents, servants, employees, contractors, patrons, guests or invitees of the Complex or associated facilities. Little League covenants and agrees that in case the City shall be made party to any litigation against Little League or in any litigation commenced by any party other than Little League relating to this Agreement or the complex or associated facilities, then Little League shall and will pay all costs and expenses, including, but not limited to, reasonable attorney's fees and court costs, incurred or imposed upon the City by virtue of any such litigation. In consideration of, and as an inducement for, the City allowing Little League to use the Complex, Little League, and on behalf of and for all derivative claimants including, but not limited to, any and all heirs, assigns, executors, beneficiaries, administrators and any and all other claimants or legal representatives of whatsoever nature or relationship, do hereby forever fully release, remiss, indemnify, acquit, forever discharge and hold harmless and blameless, the City and its officers, employees and agents for any personal injury or property damage, of whatsoever type or nature, that Little League or any derivative claimant as set forth above, or Little League's successor, or those listed above may suffer as a result of, directly or indirectly, Little League's use of the Complex or City property. Little League assumes any and all risks, known or unknown, relative to the use of the Complex or City property and covenants on behalf of Little League and all derivative claimants, as aforementioned, not to sue the City or its officers, employees and agents or any one of them or combination of them.

SECTION 14. INSURANCE: Little League further agrees to purchase at its own expense a comprehensive liability insurance policy, including public liability and property damage, written by a company licensed to do business in the State of Florida and acceptable to the City, covering the Complex, operations hereunder, and productions therein in the amount of ONE MILLION and NO/100ths DOLLARS ($1,000,000.00) for bodily injury and ONE MILLION AND NO/100ths DOLLARS ($1,000,000.00) property damage or combined single limit of ONE MILLION AND NO/100ths DOLLARS ($1,000,000.00). The City shall be named as an insured in any insurance policy required hereunder. Little League shall also maintain worker's compensation insurance and such other coverage as the City may reasonably require if they engage employees other than volunteers. Little League agrees that the insurance purchased hereunder shall be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. A certificate evidencing the existence of insurance as required under this Agreement shall be

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delivered to the City no later than ten (10) days prior to execution of this Agreement and annually thereafter. Each such certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving the ten days written notice to the City. Providing and maintaining insurance coverage is a material term of this Agreement. The City may require that Little League procure additional levels of insurance on a periodic basis in order to protect the City at an equivalent level with consideration being given to economic conditions, inflation and other pertinent conditions.

SECTION 15. PERSONAL/NO ASSIGNMENT: This Agreement is personal and Little League shall not assign this Agreement nor sublet the Complex or any part without the prior written consent of the City.

SECTION 16. TAXES: The City shall not be responsible for the payment of any taxes arising out of or connected the use of the Complex by Little League. Little League shall be responsible and be required to pay upon demand to the City an amount sufficient to discharge all taxes which may arise from or in connection with Little League's use of the complex.

SECTION 17. EQUAL ACCESS: The use of the Complex is subject to its use not being implemented in a discriminatory manner and, to that end, no person shall be denied the equal privileges and enjoyment of having access and use of the Complex on the basis of race, color, national origin, religion, age, veteran's status, sex or disability.

SECTION 18. RELATIONSHIP OF THE PARTIES: It is agreed that Little League, its promoters, its members, its agents and its employees are independent contractors and have no employment relationship and no joint venture nor partnership with the City with respect to the subject matter of this Agreement.

SECTION 19. GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of Florida, which shall also be the forum for any lawsuit arising from or incident to this Agreement.

SECTION 20. PROGRAM PUBLICITY: Any and all news releases, signs, or other types of publicity pertaining to Little League's activities at the Complex shall recognize the City as a participating entity and represent the City in a positive and favorable light. All such materials shall be subject to the City's prior written approval.

SECTION 21. DISCLAIMER OF THIRD PARTY BENEFICIARIES: This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any other third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns as set forth herein.

SECTION 22. LIABILITY: To the fullest extent permitted by law, Little League shall indemnify, hold harmless and defend the City, its agents, servants, employees and officers, or

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any of them, from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative and legal support services and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of this Agreement. Nothing herein shall be deemed to affect the rights, privileges and immunities of the City as set forth in Section 786.28, *Florida Statues*. In claims against any person or entity indemnified under this Section by an employee of Little League or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Little League or its agents or subcontractors, under Workers' compensation acts, disability benefits acts or other employee benefit acts.

SECTION 23. DEFAULT: (a) In the event of default by Little League, the City shall be entitled to any and all legal remedies available under Florida law. (b) In the event of default by the City, Little League shall be entitled to any and all legal remedies available under Florida law. (c) Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party thirty days from the date of receipt to cure such defaults.

SECTION 24. NOTICES: Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party's name below, or at such other address as the party shall specify by written notice to the other party delivered in accordance herewith.

Little League:
Palm Coast Little League, Inc.
Attn: Mr. Fred Lewers
8 Carlos Court
Palm Coast, Florida 32137

City:
City of Palm Coast
City Manager
160 Lake Avenue
Palm Coast, Florida 32164

SECTION 25. TIME OF THE ESSENCE: Time is hereby declared essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 26. VENUE: Venue for any legal proceeding related to this Agreement shall be in Flagler County, Florida.

SECTION 27. COMPLIANCE WITH LAWS AND REGULATIONS: Little League shall obtain and possess, throughout the term of this Agreement, all licenses and permits applicable to its operations under Federal, State and local laws and shall comply with all fire, health and other applicable regulatory codes. Additionally, Little League shall comply with its National Little League charter and approvals and shall provide copies of the charter and approvals to the City.

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SECTION 28. ATTORNEYS FEES: If it becomes necessary to institute legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable attorneys fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal or otherwise.

SECTION 29. EFFECTIVE DATE: This Agreement shall take effect when adopted by the City and Little League and fully executed by their duly authorized representatives.

SECTION 30. NONDISCRIMINATION: Little League agrees that it will not discriminate against any employee or applicant for employment for work or recreation activity participant under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. Little League, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder and any and all requirements of State law related thereto.

SECTION 31. FAILURE TO ENFORCE NOT WAIVER OF RIGHT: Failure by the City to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.

SECTION 32. CONFLICT OF INTEREST: Little League agrees that it will not engage in any action that would create or cause a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government or create or cause a violation of said provisions of law by an officer, employee or agent of the City.

SECTION 33. FURTHER DOCUMENTS: Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and this as may be necessary or desirable to carry out the purpose of this Agreement.

SECTION 34. CAPTIONS: Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, or any provision hereto.

SECTION 35. INTERPRETATION: The City and Little League agree that all words, terms and conditions contained herein are to be read in concert, each with the other and that a provision contained under a heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement is the result of a *bona fide* arms length negotiation between the City and Little League and all parties have contributed

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substantially and materially to the preparation of the Agreement. This Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both parties have contributed to the drafting of this Agreement. All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 36. MODIFICATION: This Agreement may not be amended, changes or modified and material provisions hereunder may not be waived, except by a written document of equal dignity herewith, approved by the City Council of the City and Little League and executed by all parties to this Agreement.

SECTION 37. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 38. ENTIRE AGREEMENT: This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

SECTION 39. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. The assignment of the rights or obligations of the parties may no occur and is prohibited unless the other party expresses its written consent to such an assignment. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The signatories hereof represent that they have the requisite and legal authority to execute this Agreement and bind the respective parties herein.

SECTION 40. PUBLIC RECORDS:

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If The Little League is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, Little League shall:

i. Keep and maintain all public records required by City to perform the Services herein; and

ii. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

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iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if Little League does not transfer the records to City; and

iv. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Little League or keep and maintain public records required by City to perform the Services herein. If Little League transfers all public records to City upon completion of the Agreement, Little League shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Little League keeps and maintains public records upon completion of the Agreement, Little League shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format compatible with the information technology systems of City.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to City. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to City. A contractor who fails to provide the public records to City within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, Little League shall fully indemnify and hold harmless City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF LITTLE LEAGUE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LITTLE LEAGUE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

SECTION 41. SEVERABILITY: If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the public interest is served by the continuation of the implementation of the Agreement.

SECTION 42. EXHIBITS: All exhibits, if any, attached to this Agreement are hereby incorporated into this Agreement by this reference thereto as if fully set forth in the text of this Agreement verbatim.

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IN WITNESS WHEREOF, the parties the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

DocuSigned by:
By: Matthew Morton
28DF7AEB7692454...

Print: Matthew Morton

Title: City Manager

Date: Jun 5, 2020 | 9:33 AM EDT

PALM COAST LITTLE LEAGUE, INC.

DocuSigned by:
By: FRED W. LEWERS
(Authorized Corporate Officer)

Print Name: FRED W. LEWERS

Title: TREASURER

Date: Jun 3, 2020 | 1:48 PM EDT