

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** May 19, 2026

**Agenda Item:** G.1

<b>Department</b> PARKS AND RECREATION <b>Division</b> PARKS AND RECREATION	<b>Amount</b> <b>Org/Account #</b>
<b>Subject:</b> RESOLUTION 2026-XX APPROVING THE FACILITY USE AGREEMENT WITH PALM COAST BASEBALL, LLC	
<b>Presenter:</b> James Hirst, Director of Parks and Recreation	
<b>Attachments:</b> 1. Resolution 2. Agreement (Redlined and Clean Copy)	
<b>Background:</b> <b><u>UPDATED BACKGROUND FROM THE MAY 5, 2026, BUSINESS MEETING:</u></b> City Council requested updates to the agreement at the May 5, 2026, Business Meeting. The updated agreement is attached to the item for Council's consideration.  <b><u>ORIGINAL BACKGROUND FROM THE MAY 5, 2026, BUSINESS MEETING:</u></b> The City of Palm Coast Parks & Recreation Department, in partnership with Palm Coast Baseball, LLC, is seeking approval from City Council for a facility use agreement to host collegiate baseball games as part of the newly established Orange State League, a wooden bat league designed to provide competitive opportunities for college-level athletes.  The proposed agreement specifically pertains to the use of Baseball Field 2 at the Indian Trails Sports Complex. This facility would serve as a primary venue for league games, contributing to the activation of the complex and supporting the growth of amateur athletics within the community. The Orange State League is expected to attract players, families, and visitors to the area, providing both recreational and potential economic benefits to the City of Palm Coast.	
<b>Recommended Action:</b> <b>ADOPT RESOLUTION 2026-XX APPROVING THE FACILITY USE AGREEMENT WITH PALM COAST BASEBALL, LLC</b>	

**RESOLUTION 2026-\_\_\_\_**  
**FACILITY USE AGREEMENT WITH PALM COAST BASEBALL, LLC**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A FACILITY USE AGREEMENT WITH PALM COAST BASEBALL, LLC FOR HOSTING COLLEGIATE BASEBALL GAMES AT INDIAN TRAILS SPORTS COMPLEX ON BASEBALL FIELD 2; AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Palm Coast Baseball, LLC desires to have a facility use agreement with the City of Palm Coast to host collegiate baseball games at Indian Trails Sports Complex on baseball field 2; and

**WHEREAS**, the City Council of the City of Palm Coast desires to have a facility use agreement with Palm Coast Baseball, LLC for the above-referenced services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

**SECTION 2. APPROVAL OF AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the facility use agreement with Palm Coast Baseball, LLC as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 3. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 4. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of

competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

**SECTION 5. CONFLICTS.** All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

**SECTION 6. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall become effective immediately upon adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on the 19<sup>th</sup> day of May 2026.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Facility Use Agreement with Palm Coast Baseball, LLC

## FACILITY USE AGREEMENT

**THIS FACILITY USE AGREEMENT** is made as of the \_\_\_ day of \_\_\_\_\_, 2026 (“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 Baseball, LLC , a Florida Limited Liability Company, whose address is 1845 Town Center Blvd, Ste 205, Fleming Island, Florida 32003 (hereinafter referred to as the “League”).

### RECITALS

**WHEREAS**, the City of Palm Coast owns and operates the Indian Trails Sports Complex (ITSC) for the benefit, recreation, and health of its residents and the general public; and

**WHEREAS**, the City has established policies to allow for the use of its athletic fields by organized sports leagues to promote community engagement and athletic activity; and

**WHEREAS**, The Players League (the “League”) is an organized athletic entity seeking to provide a structured environment for Adult Baseball competition and recreation; and

**WHEREAS**, the City owns eight (8) fields at Indian Trails Sports Complex including batting cages, and concession stands; and

**WHEREAS**, the City and League desire to enter into an agreement regarding the use of the Baseball field # 2 ~~baseball/softball fields~~, and batting cages, ~~and associated concession stands~~ at ~~Holland Park and~~ the Indian Trails Sports Complex for uses related to the League’s baseball 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 June 1<sup>st</sup> -and August 1<sup>st</sup> -and between ~~of~~ each year during the term this Agreement, the League shall have non-exclusive rights to use ~~the existing baseball fields~~ Baseball field #2, including and the batting cages, ~~and concession stands~~ at Indian Trails Sports Complex subject to the availability of the City’s Parks and Recreation Department Master Schedule.;
- B. The League acknowledges and agrees that its use of the Indian Trails Sports Complex is subordinate to the City’s Parks and Recreation Department Master scheduling. The League’s schedule is subject to displacement or modification by other leagues, tournaments, or organizations that have secured prior reservations through the City’s Parks & Recreation Department.
- C. In the event of a scheduling conflict between The League and another permitted entity, the

D. City's Parks & Recreation Director (or their designee) shall have the final and absolute authority to determine field occupancy.

D.E. The City reserves the right to preempt the League's scheduled use for City-sponsored events, emergency repairs, or special community programs, provided the City gives the League at least forty-eight (48) hours' notice, whenever practicable.

E.F. This agreement does not grant the League exclusive use of the Indian Trails Sports Complex beyond the specific fields and times explicitly approved in the League's seasonal permit.

**SECTION 2. TERM/TERMINATION:** The term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date. After the three (3) year term, upon the request of the League, the City may authorize the League to use the ~~Complex, Baseball Field #2~~ subject to the conditions set forth herein, for an additional period of three (3) years. Either party may terminate this Agreement upon thirty (30) days written notice. Upon termination, all rights to the Complex revert back to the City.

**SECTION 3. PERMIT FEE:** The League shall pay the City's permit fee schedule as established in the City's Fee schedule for the use of the building area of real property owned by the City unless waived by the City Manager.

**SECTION 4. FORCE MAJEURE:** If ~~the Baseball Field #2 Complex~~ is rendered unsuitable for use by the League for its intended purposes by reason of force majeure, the City and the 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 agency or authority, terrorist act, or any other cause like or unlike any cause mentioned which is beyond the control of the City.

**SECTION 5. 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 the League and shall not be used for any purpose other than ingress or egress to and from the Complex by the League.

**SECTION 6. COPYRIGHT FEES, ROYALTIES AND OTHER LICENSES:**

A. If any material, composition or name to be used or performed at the Complex is copyrighted, the 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. The League agrees to be fully responsible for any fees, royalties and licensees in connection therewith. The League shall advise the City of each use of such material, composition or name within ten days after such use. The 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.

B. The League acknowledges that the City of Palm Coast logo, seal, and related trademarks are the sole property of the City. The League shall not use the City of Palm Coast logo, the Parks & Recreation Department logo, or any official City "branding" on its jerseys, websites, social media, marketing materials, or trophies without express, prior written consent from the City.

C. The League shall not represent itself as an official program of the City of Palm Coast. Any promotional materials created by the League must clearly state that the League is an independent organization and that the City is providing the facility only.

D. The League may use the text “Indian Trails Sports Complex” or “Palm Coast, Florida” strictly for the purpose of identifying the location of games and events.

#### **SECTION 7. REVENUE RETENTION AND SPONSORSHIPS RIGHTS:**

A. ~~The League shall have the exclusive right to operate all concession stands within the designated Facility during the Term of this Agreement.~~ The League shall retain one hundred percent (100%) of all net profits generated from the sale ~~of food, beverages, and of its~~ merchandise sold at Baseball Field #2 . While the League retains all profits, it remains solely responsible for obtaining any necessary permits/licenses, payment of applicable sales taxes, and ensuring ~~the concession area~~Baseball Field #2 is returned to its original state of cleanliness at the conclusion of each use. This includes dugouts, bleachers, spectator areas, and parking lots.

B. The League shall retain one hundred percent (100%) of all revenue generated through League-solicited sponsorships, including but not limited to outfield fence banners, signage, uniform branding, digital or social media promotions, tournament naming rights.

C. The City hereby grants the League the exclusive right to charge an admission fee or sell tickets to the general public for entry into Baseball Field #2 during the hours authorized by the applicable use City permit~~Permitted Hours, defined in this Agreement.~~ This right is limited strictly to Baseball Field #2 and does not extend to common areas of the Park, such as parking lots, playgrounds, or walking trails. The League shall keep 100% of the profits from the sale of the ticket. The League is solely responsible for the logistics of ticket sales, including staffing, and security.

D. The sale, distribution, or consumption of alcoholic beverages by the League, its teams, players, officials, or spectators is strictly prohibited on or within the permitted premises, including all playing fields, dugouts, bleachers, spectator areas, and parking lots. The League shall be responsible for enforcing this restriction during all permitted hours.

**SECTION 8. 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 9. REPAIRS AND MAINTENANCE/MODIFICATIONS:**

A. During the term of this Agreement, the League shall maintain ~~the Complex~~Baseball Field #2 in good working order. This includes the dugouts, bleachers, spectator areas, and parking lots. The League shall be responsible for repairs to damages to ~~these areas e Complex~~ except to the extent caused by a third party using the ~~Complex designated area~~ as a result of the City’s request.

B. The League shall make no temporary or permanent modifications to ~~the Complex~~ Baseball Field #2, the dugouts, bleachers, spectator areas, and parking lots without the prior written consent of the City.

C. The League shall be responsible for supervising and enforcing the cleanliness of the permitted premises. Immediately following the conclusion of each scheduled game, the League shall ensure that Baseball Field #2, is responsible for “policing” the area. dDugouts, bleachers, and spectator areas must be cleared of trash immediately following each game:are completely cleared of trash, debris, and litter.

**SECTION 910. COMPLIANCE:** The 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. The League agrees that it 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. The 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 1011. INDEMNIFICATION AND RELEASE, ETC.:** The 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 liability whatsoever for any personal injury or property damage or loss that the 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. The 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 the 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 the 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 the League, its agents, servants, employees, contractors, patrons, guests or invitees of the Complex or associated facilities. The League covenants and agrees that in case the City shall be made party to any litigation against the League or in any litigation commenced by any party other than the League relating to this Agreement or the complex or associated facilities, then the 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 the League to use the Complex, the 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 the League or any derivative claimant as set forth above, or the League’s successor, or those listed above may suffer as a result of, directly or indirectly, League’s use of the Complex or City property. The League assumes any and all risks, known or unknown, relative to the use of the Complex or City property and covenants on behalf of the 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 1112. INSURANCE:** The 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. The 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. The 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 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 the 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 1213. PERSONAL/NO ASSIGNMENT:** This Agreement is personal and the League shall not assign this Agreement nor sublet the Complex or any part without the prior written consent of the City.

**SECTION 1314. TAXES:** The City shall not be responsible for the payment of any taxes arising out of or connected the use of the Complex by the League. The 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 the League's use of the complex.

**SECTION 1415. 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 1516. RELATIONSHIP OF THE PARTIES:** It is agreed that the 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 1617. 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 1718. PROGRAM PUBLICITY:** Any and all news releases, signs, or other types of publicity pertaining to the 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 1819. 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 1920. LIABILITY:** To the fullest extent permitted by law, the League shall indemnify, hold harmless and defend the City, its agents, servants, employees and officers, or 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 Statutes*. In claims against any person or entity indemnified under this Section by an employee of the 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 the League or its agents or subcontractors, under Workers' compensation acts, disability benefits acts or other employee benefit acts.

**SECTION 2021. DEFAULT:** (a) In the event of default by the 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, the 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 fifteen (15) days from the date of receipt to cure such defaults. If either party terminates this Agreement prior to the expiration of the initial fifteen (15) day period, it shall not be entitled to compensation in any respect under this Agreement.

**SECTION 2122. 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.

**League:**

Attn: Alec Allred  
1845 Town Center Blvd, Ste 205  
Fleming Island, FL 32003

**City:**

City Manager  
160 Lake Avenue  
Palm Coast, Florida 32164

**SECTION 2223. TIME OF THE ESSENCE:** Time is hereby declared essence to the lawful performance of the duties and obligations contained in this Agreement.

**SECTION 2324. VENUE:** Venue for any legal proceeding related to this Agreement shall be in Flagler County, Florida.

**SECTION 2425. COMPLIANCE WITH LAWS AND REGULATIONS:** The 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.

**SECTION 2526. 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 2627. EFFECTIVE DATE:** This Agreement shall take effect when adopted by the City and the League and fully executed by their duly authorized representatives.

**SECTION 2728. NONDISCRIMINATION:** The 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. The 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 2829. 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 2930. CONFLICT OF INTEREST:** The 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 3031. 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 3132. 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 3233. INTERPRETATION:** The City and the 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 the League and all parties have contributed 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 *pari materia* with all other provisions hereof.

**SECTION 3334. 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 the League and executed by all parties to this Agreement.

**SECTION 3435. 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 3536. 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 3637. 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 not 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 3738. 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 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, the 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

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 the 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 the League or keep and maintain public records required by City to perform the Services herein. If the League transfers all public records to City upon completion of the Agreement, the League shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If League keeps and

maintains public records upon completion of the Agreement, 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, 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 THE LEAGUE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LEAGUE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: KALEY COOK, CITY CLERK, AT 386-986-3715, [kcook@palmcoastgov.com](mailto:kcook@palmcoastgov.com), 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

**SECTION 3839. 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 3940. 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.

**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**

**Palm Coast Baseball, LLC**

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

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

Print:

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

Title: City Manager

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **FACILITY USE AGREEMENT**

**THIS FACILITY USE AGREEMENT** is made as of the \_\_\_ day of \_\_\_\_\_, 2026 (“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 Baseball, LLC , a Florida Limited Liability Company, whose address is 1845 Town Center Blvd, Ste 205, Fleming Island, Florida 32003 (hereinafter referred to as the “League”).

### *RECITALS*

**WHEREAS**, the City of Palm Coast owns and operates the Indian Trails Sports Complex (ITSC) for the benefit, recreation, and health of its residents and the general public; and

**WHEREAS**, the City has established policies to allow for the use of its athletic fields by organized sports leagues to promote community engagement and athletic activity; and

**WHEREAS**, The Players League (the “League”) is an organized athletic entity seeking to provide a structured environment for Adult Baseball competition and recreation; and

**WHEREAS**, the City owns eight (8) fields at Indian Trails Sports Complex including batting cages, and concession stands; and

**WHEREAS**, the City and League desire to enter into an agreement regarding the use of Baseball field # 2, and batting cages at the Indian Trails Sports Complex for uses related to the League’s baseball 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 June 1<sup>st</sup> and August 1<sup>st</sup> and between each year during the term this Agreement, the League shall have non-exclusive rights to use Baseball field #2, and the batting cages, at Indian Trails Sports Complex subject to the availability of the City’s Parks and Recreation Department Master Schedule.
- B. The League acknowledges and agrees that its use of the Indian Trails Sports Complex is subordinate to the City’s Parks and Recreation Department Master scheduling. The League’s schedule is subject to displacement or modification by other leagues, tournaments, or organizations that have secured prior reservations through the City’s Parks & Recreation Department.
- C. In the event of a scheduling conflict between The League and another permitted entity, the City’s Parks & Recreation Director (or their designee) shall have the final and absolute

authority to determine field occupancy.

- D. The City reserves the right to preempt the League's scheduled use for City-sponsored events, emergency repairs, or special community programs, provided the City gives the League at least forty-eight (48) hours' notice, whenever practicable.
- E. This agreement does not grant the League exclusive use of the Indian Trails Sports Complex beyond the specific field and times explicitly approved in the League's seasonal permit.

**SECTION 2. TERM/TERMINATION:** The term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date. After the three (3) year term, upon the request of the League, the City may authorize the League to use the Baseball Field #2 subject to the conditions set forth herein, for an additional period of three (3) years. Either party may terminate this Agreement upon thirty (30) days written notice. Upon termination, all rights to the Complex revert back to the City.

**SECTION 3. PERMIT FEE:** The League shall pay the City's permit fee schedule as established in the City's Fee schedule for the use of the building area of real property owned by the City unless waived by the City Manager.

**SECTION 4. FORCE MAJEURE:** If Baseball Field #2 is rendered unsuitable for use by the League for its intended purposes by reason of force majeure, the City and the 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 agency or authority, terrorist act, or any other cause like or unlike any cause mentioned which is beyond the control of the City.

**SECTION 5. 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 the League and shall not be used for any purpose other than ingress or egress to and from the Complex by the League.

**SECTION 6. COPYRIGHT FEES, ROYALTIES AND OTHER LICENSES:**

A. If any material, composition or name to be used or performed at the Complex is copyrighted, the 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. The League agrees to be fully responsible for any fees, royalties and licensees in connection therewith. The League shall advise the City of each use of such material, composition or name within ten days after such use. The 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.

B. The League acknowledges that the City of Palm Coast logo, seal, and related trademarks are the sole property of the City. The League shall not use the City of Palm Coast logo, the Parks & Recreation Department logo, or any official City "branding" on its jerseys, websites, social media, marketing materials, or trophies without express, prior written consent from the City.

C. The League shall not represent itself as an official program of the City of Palm Coast. Any promotional materials created by the League must clearly state that the League is an independent

organization and that the City is providing the facility only.

D. The League may use the text “Indian Trails Sports Complex” or “Palm Coast, Florida” strictly for the purpose of identifying the location of games and events.

**SECTION 7. REVENUE RETENTION AND SPONSORSHIPS RIGHTS:**

A. The League shall retain one hundred percent (100%) of all net profits generated from the sale of its merchandise sold at Baseball Field #2 . While the League retains all profits, it remains solely responsible for obtaining any necessary permits/licenses, payment of applicable sales taxes, and ensuring Baseball Field #2 is returned to its original state of cleanliness at the conclusion of each use. This includes dugouts, bleachers, spectator areas, and parking lots.

B. The League shall retain one hundred percent (100%) of all revenue generated through League-solicited sponsorships, including but not limited to outfield fence banners, signage, uniform branding, digital or social media promotions, tournament naming rights.

C. The City hereby grants the League the exclusive right to charge an admission fee or sell tickets to the general public for entry into Baseball Field #2 during the hours authorized by the applicable use City permit. This right is limited strictly to Baseball Field #2 and does not extend to common areas of the Park, such as parking lots, playgrounds, or walking trails. The League shall keep 100% of the profits from the sale of the ticket. The League is solely responsible for the logistics of ticket sales, including staffing, and security.

D. The sale, distribution, or consumption of alcoholic beverages by the League, its teams, players, officials, or spectators is strictly prohibited on or within the permitted premises, including all playing fields, dugouts, bleachers, spectator areas, and parking lots. The League shall be responsible for enforcing this restriction during all permitted hours.

**SECTION 8. 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 9. REPAIRS AND MAINTENANCE/MODIFICATIONS:**

A. During the term of this Agreement, the League shall maintain Baseball Field #2 in good working order. This includes the dugouts, bleachers, spectator areas, and parking lots. The League shall be responsible for repairs to damages to these areas except to the extent caused by a third party using the designated area as a result of the City’s request.

B. The League shall make no temporary or permanent modifications to Baseball Field #2, the dugouts, bleachers, spectator areas, and parking lots without the prior written consent of the City.

C. The League shall be responsible for supervising and enforcing the cleanliness of the permitted premises. Immediately following the conclusion of each scheduled game, the League shall ensure that Baseball Field #2, dugouts, bleachers, and spectator areas are completely cleared of trash, debris, and litter.

**SECTION 10. COMPLIANCE:** The 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. The League agrees that it 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. The 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 11. INDEMNIFICATION AND RELEASE, ETC.:** The 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 liability whatsoever for any personal injury or property damage or loss that the 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. The 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 the 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 the 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 the League, its agents, servants, employees, contractors, patrons, guests or invitees of the Complex or associated facilities. The League covenants and agrees that in case the City shall be made party to any litigation against the League or in any litigation commenced by any party other than the League relating to this Agreement or the complex or associated facilities, then the 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 the League to use the Complex, the 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 the League or any derivative claimant as set forth above, or the League's successor, or those listed above may suffer as a result of, directly or indirectly, League's use of the Complex or City property. The League assumes any and all risks, known or unknown, relative to the use of the Complex or City property and covenants on behalf of the 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 12. INSURANCE:** The 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. The 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. The 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 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 the 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 13. PERSONAL/NO ASSIGNMENT:** This Agreement is personal and the League shall not assign this Agreement nor sublet the Complex or any part without the prior written consent of the City.

**SECTION 14. TAXES:** The City shall not be responsible for the payment of any taxes arising out of or connected the use of the Complex by the League. The 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 the League's use of the complex.

**SECTION 15. 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 16. RELATIONSHIP OF THE PARTIES:** It is agreed that the 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 17. 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 18. PROGRAM PUBLICITY:** Any and all news releases, signs, or other types of publicity pertaining to the 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 19. 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 20. LIABILITY:** To the fullest extent permitted by law, the League shall indemnify, hold harmless and defend the City, its agents, servants, employees and officers, or

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 Statutes*. In claims against any person or entity indemnified under this Section by an employee of the 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 the League or its agents or subcontractors, under Workers' compensation acts, disability benefits acts or other employee benefit acts.

**SECTION 21. DEFAULT:** (a) In the event of default by the 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, the 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 fifteen (15) days from the date of receipt to cure such defaults. If either party terminates this Agreement prior to the expiration of the initial fifteen (15) day period, it shall not be entitled to compensation in any respect under this Agreement.

**SECTION 22. 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.

**League:**

Attn: Alec Allred  
1845 Town Center Blvd, Ste 205  
Fleming Island, FL 32003

**City:**

City Manager  
160 Lake Avenue  
Palm Coast, Florida 32164

**SECTION 23. TIME OF THE ESSENCE:** Time is hereby declared essence to the lawful performance of the duties and obligations contained in this Agreement.

**SECTION 24. VENUE:** Venue for any legal proceeding related to this Agreement shall be in Flagler County, Florida.

**SECTION 25. COMPLIANCE WITH LAWS AND REGULATIONS:** The 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.

**SECTION 26. 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 27. EFFECTIVE DATE:** This Agreement shall take effect when adopted by the City and the League and fully executed by their duly authorized representatives.

**SECTION 28. NONDISCRIMINATION:** The 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. The 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 29. 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 30. CONFLICT OF INTEREST:** The 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 31. 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 32. 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 33. INTERPRETATION:** The City and the 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 the League and all parties have contributed 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 *pari materia* with all other provisions hereof.

**SECTION 34. 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 the League and executed by all parties to this Agreement.

**SECTION 35. 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 36. 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 37. 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 not 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 38. 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 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, the 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

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 the 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 the League or keep and maintain public records required by City to perform the Services herein. If the League transfers all public records to City upon completion of the Agreement, the League shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If League keeps and maintains public records upon completion of the Agreement, 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, 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 THE LEAGUE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LEAGUE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: KALEY COOK, CITY CLERK, AT 386-986-3715, [kcook@palmcoastgov.com](mailto:kcook@palmcoastgov.com), 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

**SECTION 39. 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 40. 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.

**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**

**Palm Coast Baseball, LLC**

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

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

Print:

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

Title: City Manager

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_