

MEMORANDUM OF UNDERSTANDING BETWEEN SMART - SAVING MISSING ANIMALS RESPONSE TEAM OF FLAGLER COUNTY INC., AND THE CITY OF PALM COAST

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of the 23rd day of July _____, 2025 (“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 SMART - Saving Missing Animals Response Team of Flagler County INC., a Florida nonprofit corporation, whose address is 52 Riddle Drive, Palm Coast, Florida 32164 (hereinafter referred to as “S.M.A.R.T”), together “the Parties”.

RECITALS

WHEREAS, CITY is the owner and operator of real property known as James F. Holland Memorial Park and appurtenances located at 18 Florida Park Drive N, Palm Coast, Florida, 32137 (“Property”) and as more particularly described in **Exhibit “A”** attached hereto; and

WHEREAS, S.M.A.R.T is an organization who rescues and locates safe homes for abandoned, injured, and lost dogs in Flagler County. S.M.A.R.T has requested to construct a Rainbow Bridge (“Rainbow Bridge”) on Property to serve as place of remembrance for pets for Palm Coast residents; and

WHEREAS, CITY and S.M.A.R.T desire to enter into a MOU regarding the use of the land, walkways, and ramps at Property for uses related to Rainbow Bridge; and

WHEREAS, CITY also grants S.M.A.R.T the exclusive rights to build, own, and operate the Rainbow Bridge, on a parcel of Property designated in **Exhibit “A”**; and

WHEREAS, CITY has determined that this MOU is in the public’s 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. AUTHORIZATION OF USE:

A. It is understood and agreed by the Parties that S.M.A.R.T. shall have primary right of use of Rainbow Bridge (shown on **Exhibit “B”**) Rainbow Bridge will also be accessible for all public use as allowed. CITY shall develop, maintain, and have priority use of all Property except Rainbow Bridge, which will be maintained by S.M.A.R.T.

1. **Construction of Rainbow Bridge.** S.M.A.R.T shall raise the funds to construct Rainbow Bridge on the designated area of Property in (**Exhibit “A”**). S.M.A.R.T and CITY will cooperate on all planning, design, and construction requirements for Rainbow Bridge. S.M.A.R.T will be responsible for all construction costs of Rainbow Bridge and all future operating costs of Rainbow Bridge.

2. During construction, S.M.A.R.T shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during construction shall be on S.M.A.R.T.
3. CITY reserves the right to inspect Rainbow Bridge at any time to review the completed work and ongoing maintenance.
4. CITY recognizes that Florida law grants certain nonprofit organizations that meet the criteria described in state law an exemption from certain state and local taxes.

SECTION 2. TERM:

A. The term of this MOU shall become effective on the Effective Date above and shall run for a period of one (1) year unless terminated sooner pursuant to Section 3 Termination. Thereafter this MOU shall automatically renew for one (1) year periods unless otherwise terminated pursuant to Section 3 Termination.

SECTION 3. TERMINATION:

A. This MOU may be terminated without cause by either party with thirty (30) days written notice to the non-terminating party.

SECTION 4. DEFAULT:

A. In the event either party materially breaches this MOU constituting a default, and such breach is not cured to the reasonable satisfaction of the non-breaching party within 60 days after the non-breaching party serves written notice of the default ("Default Notice") upon the defaulting party, the MOU shall automatically terminate at the election of the non-breaching party upon the giving of a written notice of termination to the defaulting party not later than 15 days after termination of the 60-day cure period; provided that if such uncured breach is only capable of being cured within a reasonable period of time in excess of 60 days, the non-breaching party shall not be entitled to terminate this MOU so long as the defaulting party has commenced such cure and thereafter diligently pursues such cure to completion.

B. If S.M.A.R.T terminates this MOU during the term of this MOU, it shall not be entitled to compensation from the CITY unless the CITY is in default and a termination occurs during or after construction of Rainbow Bridge.

C. In the event of default by S.M.A.R.T, CITY shall be entitled to any and all legal remedies available under Florida law.

D. In the event of default by CITY, S.M.A.R.T shall be entitled to any and all legal remedies available under Florida law.

SECTION 5. FORCE MAJEURE: If Property or Rainbow Bridge are rendered unsuitable for use for its intended purposes by reason of force majeure and the loss is not covered by the insurance required in this MOU, CITY and S.M.A.R.T 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, epidemic or any other cause like or unlike any cause mentioned which is beyond the control of CITY.

SECTION 6. INGRESS/EGRESS: All portions of, entries, and all ways of access to Rainbow Bridge shall be kept unobstructed by S.M.A.R.T and shall not be used for any purpose other than ingress or egress to and from Rainbow Bridge.

SECTION 7. REPAIRS AND MAINTENANCE/MODIFICATIONS:

- A. During the term of this MOU, CITY shall maintain Property in good working order. S.M.A.R.T shall be responsible for repairs to damages to Property caused directly by S.M.A.R.T. Notwithstanding the foregoing, S.M.A.R.T shall be responsible for all maintenance, repairs, or damages to Rainbow Bridge except for the losses resulting from the sole negligence or willful misconduct of the CITY.
- B. S.M.A.R.T shall make no temporary or permanent modifications to Property without the prior written consent of the CITY.

SECTION 8. COMPLIANCE: S.M.A.R.T and its members agree to use Property and Rainbow Bridge in accordance with all city ordinances, codes, laws, rules, and regulations including but not limited to fire codes. S.M.A.R.T shall use and occupy Property and Rainbow Bridge 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 Property and Rainbow Bridge.

SECTION 9. INDEMNIFICATION AND RELEASE, ETC.: Notwithstanding any contrary provisions of this MOU, CITY, is not responsible for any loss of or damage to S.M.A.R.T's property or the property of others located anywhere on Property. S.M.A.R.T agrees that on behalf of itself and any and all derivative claimants, of whatsoever type or nature or relationship, it understands that CITY and its officers, agents, and employees, assume no liability whatsoever for any personal injury or property damage or loss that S.M.A.R.T or any derivative claimant may suffer, of whatsoever type or nature or cause, as a result of the condition or use of Property and Rainbow Bridge. S.M.A.R.T agrees that it will indemnify, hold and save 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 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, gross negligence or misconduct on the part of S.M.A.R.T or any of its agents, servants, employees, contractors, patrons, guests or invitees or of any other person using Property and Rainbow Bridge, related to Property and Rainbow Bridge, or when such injury or damage is the result, proximate, or remote, of the use by S.M.A.R.T or any of its agents, servants, employees, contractors, patrons, guests, or invitees of any CITY property, or when any such injury or damage may in any other way arise from or

out of the use by S.M.A.R.T, its agents, servants, employees, contractors, patrons, guests or invitees of Property. S.M.A.R.T covenants and agrees that in case the CITY shall be made party to any litigation against S.M.A.R.T or in any litigation commenced by any party other than S.M.A.R.T relating to this MOU or the S.M.A.R.T use of Rainbow Bridge then S.M.A.R.T 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, except where solely caused by the CITY's gross negligence or willful misconduct. In consideration of, and as an inducement for, the CITY allowing S.M.A.R.T to use Property, S.M.A.R.T, 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 S.M.A.R.T or any derivative claimant as set forth above, or S.M.A.R.T successor, or those listed above may suffer as a result of, directly or indirectly, S.M.A.R.T use of Property or Rainbow Bridge or other CITY property. S.M.A.R.T assumes any and all risks, known or unknown, relative to the use of Property or Rainbow Bridge or other CITY property and covenants on behalf of S.M.A.R.T 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 except for when the claim is based on the CITY's sole gross negligence or willful misconduct.

SECTION 10. INSURANCE: S.M.A.R.T 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 operations at Property and Rainbow Bridge, 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. S.M.A.R.T recognizes that the CITY does not insure any items stored at Property. S.M.A.R.T shall also maintain worker's compensation insurance and such other coverage as the CITY may reasonably require if they engage employees other than volunteers. S.M.A.R.T. 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 MOU shall be delivered to the CITY no later than 10 days prior to execution of this MOU 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 10 days written notice to the CITY. Providing and maintaining insurance coverage is a material term of this MOU. The CITY may require that S.M.A.R.T 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 11. ASSIGNMENT: This MOU is personal and S.M.A.R.T shall not assign this MOU nor sublet Property or Rainbow Bridge or any part without the prior written consent of the CITY.

SECTION 12. TAXES: The CITY shall not be responsible for the payment of any taxes arising out of or connected to the use of Rainbow Bridge by S.M.A.R.T. S.M.A.R.T 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 S.M.A.R.T use of Rainbow Bridge, however the CITY recognizes that Florida law grants certain nonprofit organizations that meet the criteria described in state law an exemption from certain state and local taxes.

SECTION 13. EQUAL ACCESS: The use of Rainbow Bridge 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 Rainbow Bridge on the basis of race, color, national origin, religion, age, veteran's status, sex or disability.

SECTION 14. RELATIONSHIP OF THE PARTIES: It is agreed that S.M.A.R.T, 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 MOU.

SECTION 15. GOVERNING LAW AND VENUE: This MOU 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 MOU. Venue for any legal proceeding related to this MOU shall be in Flagler County, Florida.

SECTION 16. PROGRAM PUBLICITY: Any and all news releases, signs, or other types of publicity pertaining to S.M.A.R.T activities at Rainbow Bridge, which may or may not utilize the official CITY logo, shall recognize the CITY as a participating entity and represent the CITY in a positive and favorable light. Procurement and utilization of the official CITY logo must follow established guidelines in **Exhibit "C" – Request to Use City Logo Form.**

SECTION 17. DISCLAIMER OF THIRD PARTY BENEFICIARIES: This MOU is solely for the benefit of the formal parties to this MOU 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 MOU, 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 MOU or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors, and assigns as set forth herein.

SECTION 18. LIABILITY: To the fullest extent permitted by law, S.M.A.R.T 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 MOU. 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 S.M.A.R.T 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 S.M.A.R.T or its agents or subcontractors, under Workers' compensation acts, disability benefits acts or other employee benefit acts.

SECTION 19. 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.

S.M.A.R.T:
S.M.A.R.T. of Flagler County
Attn: President
PO Box 350071
Palm Coast, Florida 32135

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

SECTION 20. TIME OF THE ESSENCE: Time is hereby declared essence to the lawful performance of the duties and obligations contained in this MOU.

SECTION 21. COMPLIANCE WITH LAWS AND REGULATIONS: S.M.A.R.T shall obtain and possess, throughout the term of this MOU, 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 22. ATTORNEYS FEES: If it becomes necessary to institute legal action to enforce any of the terms of this MOU, 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 23. EFFECTIVE DATE: This MOU shall take effect when adopted by the CITY and S.M.A.R.T and fully executed by their duly authorized representatives.

SECTION 24. NONDISCRIMINATION: S.M.A.R.T agrees that it will not discriminate against any employee or applicant for employment for work or recreation activity participant under this MOU 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. S.M.A.R.T, 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 25. 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 26. CONFLICT OF INTEREST: S.M.A.R.T 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 MOU 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 27. 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 MOU.

SECTION 28. CAPTIONS: Sections and other captions contained in this MOU are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this MOU, or any provision hereto.

SECTION 29. INTERPRETATION: The CITY and S.M.A.R.T 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 MOU. This MOU is the result of a *bona fide* arm's length negotiation between the CITY and S.M.A.R.T and all parties have contributed substantially and materially to the preparation of the MOU. This MOU 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 MOU. All provisions of this MOU shall be read and applied in *para materia* with all other provisions hereof.

SECTION 30. MODIFICATION: This MOU may not be amended, changed, or modified and material provisions hereunder may not be waived, except by a written document of equal dignity herewith, approved by the City Manager and president of S.M.A.R.T and executed by all parties to this MOU.

SECTION 31. COUNTERPARTS: This MOU 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 32. 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 MOU. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

SECTION 33. BINDING EFFECT: This MOU 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 MOU and that it has the legal authority to enter into this MOU and to undertake all obligations imposed on it. The signatories hereof represent that they have the requisite and legal authority to execute this MOU and bind the respective parties herein.

SECTION 34. PUBLIC RECORDS:

A. The Parties specifically acknowledge that this MOU 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 S.M.A.R.T 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, S.M.A.R.T shall:

1. Keep and maintain all public records required by CITY to perform the Services herein; and
2. 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
3. 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 MOU’s term and following completion of the MOU if S.M.A.R.T does not transfer the records to CITY; and
4. Upon completion of the MOU, transfer, at no cost, to CITY all public records in possession of S.M.A.R.T or keep and maintain public records required by CITY to perform the Services herein. If S.M.A.R.T transfers all public records to CITY upon completion of the MOU, S.M.A.R.T shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If S.M.A.R.T keeps and maintains public records upon completion of the MOU, S.M.A.R.T 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 MOU shall be made directly to CITY. Notwithstanding any other provision of this MOU to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the MOU, 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, S.M.A.R.T 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 S.M.A.R.T HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO S.M.A.R.T DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS, ATTN: KALEY COOK, CITY CLERK, AT 386-986-3713, kcook@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

SECTION 35. SEVERABILITY: If any term, provision or condition contained in this MOU shall, to any extent, be held invalid or unenforceable, the remainder of this MOU, 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 MOU 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 MOU.

SECTION 36. EXHIBITS: All exhibits, if any, attached to this MOU are hereby incorporated into this MOU by this reference thereto as if fully set forth in the text of this MOU verbatim.

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU on the date executed by the CITY.

CITY OF PALM COAST

DocuSigned by:
By: Lauren Johnston
17644D609F7D434...

**SAVING MISSING ANIMALS RESPONSE
TEAM OF FLAGLER COUNTY**

DocuSigned by:
By: [Signature]
63F665CB27E14BF...
(Authorized Corporate Officer)

Print: Lauren Johnston

Print Name:

Title: Acting CITY Manager

Title: President

Date: Jul 23, 2025 | 2:21 PM EDT

Date: Jul 23, 2025 | 11:16 AM PDT

EXHIBIT A



EXHIBIT B

TOP VIEW OF THE WOOD BRIDGE

TOP VIEW OF THE WOOD BRIDGE

TYPICAL GROUND LEVEL

TYPICAL HAND RAIL DETAIL

Perry
J
Troin
a

WOOD BRIDGE CROSS SECTION

WOOD BRIDGE CROSS SECTION

WOOD BRIDGE structural detail

DATE: 11/15/18
SCALE: AS SHOWN
DRAWN BY: J. TROIN
CHECKED BY: P. PERRY

EXHIBIT C

Acceptance of Terms & Conditions

The City of Palm Coast is pleased to offer you the opportunity to use the Logo in accordance with the terms and conditions of this agreement. The City of Palm Coast hereby grants you a limited, nonexclusive, nontransferable, royalty free license to use and display the Logo in accordance with the terms set forth herein solely for the Requested Use and for a term of two (2) years only, unless earlier terminated by the City of Palm Coast. You agree not to permit any other party to use or display the Logo. Nothing herein by implication or otherwise, will grant to you any rights other than as explicitly set forth herein. You understand and agree that any other use of the Logo whatsoever beyond the Requested Use is strictly prohibited which use constitutes a breach of this Agreement and grounds for termination of your rights.

This license to use the Logo is subject to the following terms and conditions:

1. You agree to use the Logo separately by itself, without any prefix, suffix or modifying words, terms, designs or symbols and agree not to alter the Logo in any manner.
2. You agree the logo shall not be used for political or commercial purposes.
3. You agree not to use any other trade mark, any trade name, product name or any other means of designation, commercial or business identification in association with the Logo so as to create a trademark merged with the Logo.
5. You agree not to use the Logo in any manner that may disparage the City of Palm Coast, its mayor, council members, employees, agents and others acting on its behalf (collectively, the "Related Parties"); that may be in violation of any of the proprietary rights of the City of Palm Coast or the Related parties; or that violates any applicable law, Ordinance, Land Development Code, or regulation.
6. You agree not to use the Logo in any manner that might imply sponsorship, endorsement or any association between you and the City of Palm Coast or the Related Parties. This includes campaign material.
7. You agree not to assist or allow any other person or legal entity to copy the Logo licensed to you or to use the Logo for any purpose whatsoever.

8. You agree at all times to defend, indemnify and hold harmless The City of Palm Coast, the Related Parties, and the successors and assigns of each of the foregoing (collectively, the "Indemnified Parties") from and against, and pay and reimburse the Indemnified Parties for, any liabilities, obligations, losses, damages, costs or expenses (including, but not limited to, interest penalties and reasonable legal fees) incurred in connection with any third party claims, arising out of, resulting from or relating to your use of the Logo, or any representation by you contained herein being untrue or any alleged act or omission by you, others who obtain the Logo licensed to you or copied from that Logo, or your agents in the performance of, or failure to perform, your obligations set forth in this Agreement.

9. You will ensure that your use of the Logo will not be in association with any libelous, defamatory, obscene or unlawful material, any material that might in any manner embarrass the City of Palm Coast or the Related Parties, or otherwise violate or infringe any right of any third party;

10. The City of Palm Coast shall have the right to terminate this agreement at any time on ten (10) day's notice to you whereupon you will immediately cease all use of the Logo and destroy all your copies of the Logo.

11. You agree that the Logo is provided to you on an "as is" basis without representation or warranty whatsoever whether express, implied or by operation of law. You agree to assume all of the risks associated with the Logo and your use thereof, and you further agree that neither the City of Palm Coast nor the Related Parties will be liable for any direct, indirect, incidental, consequential or special loss or damage suffered or incurred by you, even if the City of Palm Coast or any of the Related Parties has been apprised of the likelihood of such loss or damage occurring.

12. This Agreement shall be governed by and construed according to the laws of the State of Florida and the United States of America.

I agree to the above conditions.

DocuSigned by:


Authorized Signature

City of Palm Coast

Company or Organizational Name

Jul 23, 2025 | 2:21 PM EDT

Date

Acting City Manager

Title