

City of Palm Coast, Florida Agenda Item

Agenda Date: October 20, 2026

Agenda Item: G.4

Department	PARKS AND RECREATION	Amount	\$10,000.00
Division	PARKS AND RECREATION	Org/Account #	10016016-082006
Subject: RESOLUTION 2026-XX APPROVING A MASTER SERVICES AGREEMENT WITH THE PALM COAST HISTORICAL SOCIETY AND MUSEUM, INC.			
Presenter: Brittany McDermott, Director of Parks and Recreation			
Attachments: 1. Resolution 2. Master Service Agreement			
Background: Established in 2000, the Palm Coast Historical Society (PCHS) has served as the sole curator of the City of Palm Coast's history, dedicated to the collection, preservation, and dissemination of Palm Coast's heritage. Their work not only safeguards the City's historical records, but also enriches the quality of life for residents by maintaining a tangible connection to the City's past. City staff is seeking City Council's approval to enter into a Master Services Agreement with PCHS to ensure the ongoing preservation of information and documentation related to the City's history. Under this agreement, the City will provide financial support as approved through the City's annual budget process, grant the use of Activity Rooms A and B located within James F. Holland Memorial Park, provide future use of the remodeled Fire Station 22, and offer access to additional City facilities for hosting programs and special events. This support will strengthen PCHS's capacity to preserve and celebrate the rich history of Palm Coast for the benefit of the entire community.			
Recommended Action: ADOPT RESOLUTION 2026-XX APPROVING A MASTER SERVICES AGREEMENT WITH THE PALM COAST HISTORICAL SOCIETY AND MUSEUM, INC.			

RESOLUTION 2026-____
MASTER SERVICES AGREEMENT WITH
THE PALM COAST HISTORICAL SOCIETY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE MASTER SERVICES AGREEMENT FOR THE HISTORICAL SOCIETY’S CONTINUOUS COLLECTION, PRESERVATION, AND PRESENTATION OF INFORMATION AND DOCUMENTATION OF THE CITY’S HISTORY WITH THE PALM COAST HISTORICAL SOCIETY AND MUSEUM: PROVIDING LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR FUTURE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Palm Coast Historical Society and Museum, Inc., desires to provide the collection, preservation, and dissemination of materials related to the City of Palm Coast and its residents for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires for the Palm Coast Historical Society and Museum, Inc., to maintain the collection, preservation, and dissemination of the City’s history for the City of Palm Coast.

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 legislative and administrative findings of the City Council.

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master services agreement with the Palm Coast Historical Society and Museum, Inc., as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Master Services Agreement for changes totaling less than \$100,000.00 as long as this amount does not exceed the line-item

limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Services Agreement on behalf of the City for any other changes that may be necessary.

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of 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 take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October 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" MSA with the Palm Coast Historical Society



AGREEMENT between the City of Palm Coast and the Palm Coast Historical Society; For the Historical Society to operate as the source for information and documentation on the history of the City, and for the use of space at Holland Park in exchange for payment of \$10,000.

Fire Station 22 will be renovated by the City of Palm Coast for use as a public space similar to the proposed plans in Appendix A. Following completion of the renovations, the City of Palm Coast shall enter into a new lease for a term of ten (10) years with the Palm Coast Historical Society, granting the right to use a designated portion of the space within Fire Station 22 for its operations, displays, and community programming. Upon issuance of the Final Certificate of Occupancy for the renovation of Fire Station 22, this current lease, dated October 20, 2026, between the parties shall automatically terminate, and the parties shall execute said new ten (10) year lease for the occupation of Fire Station 22.

THIS AGREEMENT is made and entered into this 20th day of October, 2026, 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 the City of Palm Coast Historical Society and Museum, Inc., whose address is 18 Florida Park Drive, Palm Coast, FL 32137, a Florida Non-Profit Corporation, hereinafter referred to as "HISTORICAL SOCIETY" together hereinafter referred to collectively as "Parties." This Agreement shall be for a term of three (3) years, commencing on October 20, 2026, and continuing until September 30, 2029, unless extended by mutual written agreement of both Parties.

WITNESSETH:

WHEREAS, the HISTORICAL SOCIETY operates as the source for information and documentation on the history of City; and

WHEREAS, the HISTORICAL SOCIETY provides services and other public benefits for the citizens of CITY; and

WHEREAS, the HISTORICAL SOCIETY, through the use of real property provided and funds invested by the CITY, will provide those services and other public benefits for the citizens of CITY as set forth herein, and

WHEREAS, the CITY has concluded that the use of real property and the investment of public funds in the HISTORICAL SOCIETY in the amount set forth herein is in the public interest and the City Council of the CITY has concluded that the services and benefits, as set forth herein, are in the public interest and provide for and accomplish a public purpose; and

WHEREAS, the City Council of the CITY has found and determined that the provisions of this Agreement are consistent with all applicable law and implement the provisions of controlling legal authority. NOW, THEREFORE, in consideration of the terms, provisions and covenants contained herein, the Parties hereto do mutually agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.

SECTION 2. LENGTH OF AGREEMENT. This Agreement shall be effective on October 20, 2026 (Effective Date) and shall continue in effect until September 30, 2029, this Agreement may be renewed by either party with forty-five (45) days written notice for one-year term, subject to the express terms herein, upon the approval of City Council's fiscal budget and dependent upon City Council appropriation of funding of its contribution. Nothing herein may be construed to be or constitute a binding obligation on the City to extend this Agreement.

SECTION 3. PURPOSE. Subject to the terms and conditions hereinafter set forth, HISTORICAL SOCIETY shall provide the services as set forth in Section 5 of this Agreement and the CITY shall provide funding and use of real property as set forth in Section 6 of this Agreement.

SECTION 4. NON-EMPLOYEE. The HISTORICAL SOCIETY is an independent Florida nonprofit corporation and is not an employee, department, agency, instrumentality, partner, joint venture, or representative of the CITY. Nothing in this Agreement delegates to the HISTORICAL SOCIETY a governmental function or authorizes it to bind the CITY.

SECTION 5. SERVICES PROVIDED BY THE HISTORICAL SOCIETY

(A) The HISTORICAL SOCIETY will provide services for the CITY by providing the public and the citizens of the CITY with information regarding the history of the Palm Coast community prior to the CITY's incorporation as well as historical information regarding the CITY after its incorporation, including but not limited to, the preservation of this historical information and documents.

(B) The services that the HISTORICAL SOCIETY shall provide to the CITY under the terms and conditions of this Agreement shall occur or be located within the City Limits of the CITY.

(C) The HISTORICAL SOCIETY shall acknowledge and recognize, in writing and in all marketing materials, the City of Palm Coast for support of their services. Procurement and utilization of the official City logo, name and marketing cannot be used without prior written permission from the City. All materials with this acknowledgement termination and recognition of support must be submitted to the Parks & Recreation Department for record keeping purposes.

(D) The HISTORICAL SOCIETY shall provide historical or related programs and events for the public and citizens of the CITY. Programs and events may include but are not limited to the

Palm Coast Historical Society Speaker Series, Founders Day events, and Constitution Day events. The HISTORICAL SOCIETY may use the Real Property and City facilities, as defined below, for its programs and events, provided the HISTORICAL SOCIETY provides prior written notice to the CITY of its intent of use, and the CITY provides prior written approval of the HISTORICAL SOCIETY's proposed use.

(E) Palm Coast Historical Society will collaborate with the Parks & Recreation Department to attend events to provide outreach material to promote Historical Society programs and services.

SECTION 6. PROVISION OF FUNDS AND USE OF REAL PROPERTY.

(A) In consideration for the services described in Section 5, the CITY shall provide the following:

1. The annual sum of ten thousand dollars (\$10,000.00) per fiscal year 2026-2027 and continuing through Fiscal Year 2028-2029 (ending September 30, 2029) for operational expenses.
2. The ten thousand dollars (\$10,000.00) payment shall be broken up on a quarterly basis made by the CITY for a payment of Two Thousand Five Hundred Dollars (\$2,500.00). The quarterly payment is consideration for the HISTORICAL SOCIETY's performance and is not a cost-reimbursement program. A quarterly report may document use of the funds and performance under this Agreement, but the payment shall not be reduced because reported expenses for a particular quarter are less than \$2,500.00. The quarterly payment is not conditioned on an expense ledger, invoices, receipts, or other reimbursement support. Funds not spent in a quarter may be carried forward and used for the authorized operational purposes during the same fiscal year.
3. The use of Activity Rooms A and B within Holland Park, at 18 Florida Park Drive, Palm Coast, Florida 32137 (hereinafter "Real Property") for the term of this Agreement. Such use shall be subject to the CITY's right to access as needed.
4. City Facilities i.e., Community Center, Holland Park pavilions are facilities where programs and special events can be hosted by the HISTORICAL SOCIETY.
5. The CITY will provide basic janitorial services for the Real Property a maximum of two times a week.
6. Upon approval of facility usage with the CITY the HISTORICAL SOCIETY must abide by all CITY policies and procedures for programs and events.

7. The HISTORICAL SOCIETY shall abide by all CITY policies and procedures when utilizing CITY facilities. HISTORICAL SOCIETY agrees to abide by all CITY policies and procedures in its use of the Real Property. The use of CITY facilities and property for HISTORICAL SOCIETY events and programs is conditioned upon the HISTORICAL SOCIETY agreeing to abide by all CITY policies and procedures.

8. On a quarterly basis the Historical Society will submit "Quarterly report" (Exhibit B) with a detailed report on visits, expenses and financial documentation i.e., invoices, or receipts in relation to grant funds. Detailed reports must be submitted no later than September 30th of the current fiscal year.

9. This agreement is subject to and contingent upon the availability and appropriation of funds by the City.

10. The HISTORICAL SOCIETY shall submit its quarterly report no later than thirty (30) days after the end of each quarter. The CITY shall remit the applicable quarterly payment within thirty (30) days after receipt of an adequate report. If the CITY considers a report incomplete, it shall provide written notice of the specific deficiency within ten (10) business days, and the HISTORICAL SOCIETY shall have fifteen (15) business days to supplement it before any payment may be withheld. Except for unspent CITY funds or amounts determined after notice and an opportunity to cure to have been used outside the authorized purposes, the HISTORICAL SOCIETY is not required to refund funds already expended or committed in good faith before a termination or non-appropriation.

11. In lieu of providing copies of visitor sign-in books, the HISTORICAL SOCIETY shall provide aggregate quarterly metrics, including visitor counts and program or event attendance. The HISTORICAL SOCIETY is not required to provide visitor names, contact information, addresses, e-mail addresses, membership information, donor information, or other personally identifying information as part of its routine reporting. This sentence does not restrict disclosure of a particular record if disclosure is required by applicable law.

12. The CITY shall maintain the structural components, environmental, code, accessibility, life-safety, utility, and building systems, and common areas of CITY-owned premises in safe operating condition, except to the extent damage is caused by the HISTORICAL SOCIETY's negligence or willful misconduct. Before occupancy of a new facility, the Parties shall complete a written condition report. The CITY may access the premises on reasonable prior notice during normal operating hours, except in an emergency, and shall not unreasonably interfere with the HISTORICAL SOCIETY's collections or operations. Routine, nonstructural museum operations, including hanging or relocating photographs, signage, display panels, shelving, and audiovisual equipment, are permitted without separate approval if performed safely and in compliance with applicable law. CITY approval of a material nonstructural installation shall not be unreasonably withheld, conditioned, or delayed. CITY policies apply only if provided in writing, reasonable, consistently applied, and not inconsistent with this Agreement; a subsequent policy may not materially increase the HISTORICAL SOCIETY's obligations without a written amendment.

SECTION 7. ACCESS TO RECORDS/AUDIT/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 HISTORICAL SOCIETY 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, HISTORICAL SOCIETY shall:

1. Keep and maintain all public records required by the CITY to perform the services herein; and
2. Upon request from the CITY's custodian of public records, provide the 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 Agreement Term and following completion of the Agreement if HISTORICAL SOCIETY does not transfer the records to the CITY; and

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

(B) All requests to inspect or copy public records relating to the Agreement shall be made directly to the 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 the CITY. A HISTORICAL SOCIETY who fails to provide the public records to the CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the HISTORICAL SOCIETY shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the HISTORICAL SOCIETY's failure to comply with these requirements.

(C) IF THE HISTORICAL SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HISTORICAL SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC

RECORDS, ATTN: KALEY COOK, CITY CLERK, AT 386-986-3713, KCOOK@PALMCOASTGOV.COM, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

(D) The HISTORICAL SOCIETY agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 8. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties herein, and no right or case of action shall accrue upon or by reason hereon, to or for the benefit of any third party not a formal party hereto.

SECTION 9. INDEMNIFICATION.

HISTORICAL SOCIETY shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of HISTORICAL SOCIETY, its agents, servants, officers, officials, employees, or subcontractors.

(A) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(B) In claims against any person or entity indemnified under this Section by an employee of the HISTORICAL SOCIETY 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 HISTORICAL SOCIETY or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(C) The execution of this Agreement by the HISTORICAL SOCIETY shall obligate the HISTORICAL SOCIETY to comply with the indemnification provision in this Agreement, however, the HISTORICAL SOCIETY must also comply with the provisions of this Agreement relating to insurance coverages.

SECTION 10. INSURANCE. During the term of this Agreement, including any renewal periods, the HISTORICAL SOCIETY shall be responsible for providing insurance covering the contents and any personal property that the HISTORICAL SOCIETY places or maintains in the Real Property. Further, during the term of this Agreement, including any renewal periods, the HISTORICAL SOCIETY shall obtain, provide and maintain property and general liability coverage for its use of the Real Property and coverage for risks identified in Section 10, Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said insurance policy shall provide that the CITY is an additional

named insured on the liability coverage and loss payee on the property coverage. The HISTORICAL SOCIETY shall provide a copy of the current insurance policy upon the effective date of this Agreement and thereafter, upon the request of the CITY.

SECTION 11. ASSIGNMENT. This Agreement shall be binding on the Parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligation to any other party.

SECTION 12. DEFAULT.

(A) In the event of default by the HISTORICAL SOCIETY, the CITY shall be entitled to any and all legal remedies available under Florida law.

(B) Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults.

SECTION 13. 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.

HISTORICAL SOCIETY:

The City of Palm Coast Historical Society and Museum Attn: President 18 Florida Park Drive
Palm Coast, FL 32137

CITY:

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

SECTION 14. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be affected. To that end, the terms of this Agreement are declared severable.

SECTION 15. TERMINATION. This Agreement may be terminated at any time by either party

upon thirty

(30) days' written notice to the other party. All terms that by their nature should survive the termination or expiration of this Agreement shall survive including, but not limited to, Sections 7, 8, 9, 12, 14, 16, 17, 21, 24, 25, and 26. Any monies provided to HISTORICAL CITY, not used in accordance with this Agreement prior to the effective date of termination shall be refunded to the CITY. Upon expiration or termination, the HISTORICAL SOCIETY shall have not less than forty-five (45) days after the effective termination date to inventory, pack, secure, and remove Society Property. During that period, the CITY shall provide the HISTORICAL SOCIETY reasonable access to the premises and shall not lock out, seize, sell, dispose of, encumber, relocate, or permit access to Society Property except with the HISTORICAL SOCIETY's written consent or a final court order. If additional time is reasonably necessary because of the volume or fragility of the collection, weather, an emergency, access restrictions, or the unavailability of suitable replacement space, the CITY shall grant a reasonable extension. If the CITY requires earlier removal because of an emergency, it shall reasonably try to secure alternate storage and supervised access sufficient to protect Historical Society Property.

SECTION 16. APPLICABLE LAW/VENUE. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

SECTION 17. ATTORNEYS FEES. In the event 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 18. EFFECTIVE DATE. This Agreement shall take effect when adopted by CITY and HISTORICAL SOCIETY, and fully executed by their duly authorized representatives.

SECTION 19. NONDISCRIMINATION. The HISTORICAL SOCIETY agrees that it will not discriminate against any employee or applicant for employment for work 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 HISTORICAL SOCIETY, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and all requirements of State law related thereto.

SECTION 20. FURTHER DOCUMENTS. Each of the Parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purpose of this Agreement.

SECTION 21. FAILURE TO ENFORCE NOT WAIVER OF RIGHT. Failure by either Party 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 22. FORCE MAJEURE. The CITY's obligations hereunder shall be subject to the concept of force majeure. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, malfunctions, and events of a similar nature, the CITY shall be excused from providing continual utility service until the cause or causes thereof have been remedied.

SECTION 23. HEADINGS/CAPTIONS. Section headings 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 24. INTERPRETATION. The CITY and the HISTORICAL SOCIETY 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 one (1) heading may be considered to be equally applicable under another in the interpretation of this 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.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same document.

SECTION 26. 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. This Agreement 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 Council of the CITY and the HISTORICAL SOCIETY and executed by all Parties to this Agreement in a formal Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

CITY OF PALM COAST HISTORICAL SOCIETY AND MUSEUM, INC.

By: _____

Print: _____

Title: _____

Date: _____

CITY OF PALM COAST

By: _____

Print: _____

Title: _____

Date: _____

Appendix A

