



City of Pensacola

Parks & Recreation Board

Agenda

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

September 16, 2025, 10:00 AM

Hagler-Mason, 2nd Floor

The meeting can be watched via live stream at cityofpensacola.com/video.

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

1. 25-1183 PARKS AND RECREATION BOARD MINUTES DATED AUGUST 19, 2025

Attachments: Parks & Rec Board Meeting Minutes August 19, 2025

CITY COUNCIL ACTION ITEMS

OPEN FORUM

2. 25-1186 PUBLIC PRESENTATIONS

STAFF REPORTS

3. 25-1246 ADRIANNE WALKER - MIRAFLORES PARK BRIEF

DIRECTOR'S REPORT

4. 25-1265 DIRECTOR'S REPORT

Attachments: None

NEW BUSINESS

5. 25-1188 PENSACOLA YOUTH SOCCER AGREEMENT

Attachments: Youth Sports Organization Field Lease Agreement

6. 25-1187 GARDEN OF PEACE AND HOPE LAND LEASE

Attachments: Garden of Peace and Hope Land Lease and Operator Agreement

OLD BUSINESS

7. 25-1190 DIRECTION '25

Attachments: *Direction '25*

8. 25-1191 GRANADA SUBDIVISION PARK

OPEN FORUM

CALL FOR AGENDA ITEMS

ADJOURNMENT

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 850-435-1606 (or TDD 850-435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.



City of Pensacola

PARKS AND RECREATION BOARD

MINUTES

City of Pensacola
222 W. Main Street
Pensacola, FL
32502

August 19, 2025

10:00 AM

Hagler-Mason, 2nd Floor

CALL TO ORDER

Chairperson Borden called the board meeting to order at 10:00 am.

ROLL CALL

Members Present: Michael Blankenship, Renee Borden, Daniel Brask, Justine Roper Williams, Suzanne Lewis, Shirley Lewis-Brown, Kirwan Price

Members Absent: Krisitn Brown, Bradley Boes

1. 25-995 SWEARING IN OF NEW BOARD MEMBERS

Assistant City Clerk, Robyn Tice, was present to administer the oath and swear in the new board member. The new member was Daniel Brask.

OPEN FORUM

None.

APPROVAL OF MINUTES

2. 25-996 PARKS AND RECREATION BOARD MINUTES DATED JULY 15, 2025

A motion was made by Board Member Price and seconded by Board Member Lewis.

The motion by the following vote:

Yes: 6 Renee Borden, Michael Blankenship, Justine Roper Williams,
Suzanne Lewis, Kirwan Price, Daniel Brask

No: 0 None

NEW BUSINESS

3. 25-1081 OSCEOLA GOLF COURSE RESTAURANT/EVENT SPACE LEASE SECOND REVIEW

Ryan Mattox and Michael Carro approached the board.

Mattox stated that one of the questions they followed up on from the previous July meeting was the performance evaluations of the tenant. Mattox stated that a QR code will be used to allow the golfers to give feedback, and vote between one and five stars with a goal of a 3.5 average to start off.

Interim Director Shanaghan mentioned to Mattox to speak about the common area shown in the exhibit. Mattox responded accordingly.

Chairperson Borden inquired if this new exhibit information is supposed to be attached to the lease. Mattox stated that was correct.

Chairperson Borden inquired if the lease that was posted was the same as the information that was brought before them. City Attorney Adam Cobb responded accordingly.

Chairperson Borden brought up the concerns that were mentioned in the previous July meeting, regarding the upkeep and maintenance of the common/shared areas. Cobb responded accordingly.

Chairperson Borden also inquired that the lease was not connected to the performance review Mattox spoke about. Mattox responded by stating that it was correct, the two are separate.

Chairperson Borden also inquired if the inventory list consists of current equipment that the city will be turning over to the new tenant. Mattox stated that was correct.

Board Member Lewis inquired if the new tenant would be owning the equipment listed. Mattox responded stating they would not own it, just maintain it.

Board Member Lewis inquired if that information was stated in the lease. Cobb stated that was correct.

A motion to forward the lease to the City Council was made and approved by the Parks and Recreation Board.

4. 25-993 PENSACOLA YOUTH SOCCER AGREEMENT

Interim Director Shanaghan stated this item will have to be presented at next month's meeting, due to the individual who is over the association experiencing family-related medical issues.

5. 25-994 TIME CAPSULE COMMEMORATION PROJECT PROPOSAL

Ben Findley, Sons of the American Revolution, and Dyan Carpenter, Daughters of

the American Revolution, brought before the board a presentation of their America's 250th Anniversary Time Capsule proposal.

Board Member Lewis inquired about the height of the plaque marking the area of the time capsule. Findley responded accordingly.

Board Member Price inquired if the park was owned by the city and if the Veteran's Memorial Park Association just managed it. Interim Director Shanaghan responded accordingly.

Board Member Brask inquired if there would be any future additional needs for the monument. Findley stated no additions would be required.

Board Member Roper-Williams commented about receiving a better understanding of the intent and purpose behind the capsule itself, to ensure that no one was excluded. Findley responded accordingly.

Chairperson Borden inquired if the city was planning to have any activities in conjunction with the 250th anniversary. Board Member Lewis and Interim Director Shanaghan responded accordingly.

A discussion ensued.

Addie Quina, a member of the public, inquired if citizens could provide things to be included or are the items limited to just the organization. Findley responded accordingly.

A discussion ensued.

A motion to pass this proposal to the City Council was made and approved by the Paks and Recreation Board.

6. 25-1093 UPWARD INTUITION - SKATE SPOT

Jon Shell, Allen Lewis, and Andy Prince, members of Upward Intuition, brought before the board a presentation for Skate Spot+.

Shell wrote a letter to the board and read it aloud.

Chairperson Borden inquired about the square footage the plans are based off of. Lewis responded accordingly.

Board Member Lewis inquired about the public outreach in the East Hill area and the feedback that was given. Lewis and Shell responded accordingly.

A discussion ensued.

John Mathis, a member of the public, approached the board to give his opinion on the matter. Shell responded accordingly.

Board Member Lewis-Brown suggested looking into areas and parks that have more green space and are easy to walk to. A discussion ensued.

Another member of the public approached the board with information she researched regarding the amount of square footage a city needs to give for a skate park. A discussion ensued.

Chairperson Borden inquired if Upward Intuition had taken any surveys to determine the range of areas where the interested children are coming from. Shell responded accordingly.

Jennifer Yannuzzi, a member of the public, approached the board to give her opinion on the matter.

Board Member Brask inquired why the board could not give the blessing to Upward Intuition to work with the Parks and Recreation staff more to come up with a definitive plan and location before the board could make a decision on the matter. Chairperson Borden responded accordingly.

Board Member Brask mentioned having to entertain the idea of the financial aspect and the opportunities to enhance our parks by partnering with private organizations. Chairperson Borden responded accordingly.

Sue Saffran, a member of the public, approached the board to give her opinion on the matter.

STAFF REPORTS

None.

DIRECTOR'S REPORT

7. 25-1089 DIRECTOR'S REPORT

Chairperson Borden inquired about the Bay Bluffs project. Interim Director Shanaghan responded accordingly.

OLD BUSINESS

8. 25-1037 DIRECTION '25

Interim Director Shanghan mentioned the Sanders Beach Kayak Launch & Park Revitalization went to council at the last meeting and the bid was accepted.

Interim Director Shanghan also gave an update on the Miraflores Boy Scout Building.

Chairperson Borden inquired if Miraflores Park had been designated as a cemetery. Interim Director Shanghan responded accordingly.

A discussion ensued.

9. 25-1039 GRANADA SUBDIVISION PARK

Chairperson Borden inquired if Board Member Blankenship was able to revisit the neighborhood association regarding the park. Board Member Blankenship responded accordingly.

OPEN FORUM

Interim Director Shanghan announced that his job position is open to hire for a permanent director.

Board Member Lewis inquired how guidelines could be given to private groups who want to enter into an agreement with the Parks and Recreation department and what the guidelines would be. Interim Director Shanghan responded accordingly.

A discussion ensued.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 12:00 P.M.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1188

Parks and Recreation Board

9/16/2025

PRESENTATION

SUBJECT:

Pensacola Youth Soccer Agreement

ATTACHMENTS:

1. Youth Sports Organization Field Lease Agreement

CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE
AGREEMENT

THIS LEASE AGREEMENT (the “**Lease**”) is made and entered into this _____ day of _____, 2025 (“**Effective Date**”), by and between the **City of Pensacola**, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the “**City**” or “**Lessor**”) and **Pensacola Youth Soccer, Inc.** (the “**Lessee**”), a Florida not-for-profit corporation whose principal address 707 East Cervantes Street, Suite B #114, Pensacola, Florida 32501.

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola having a postal address of 3221 Langley Avenue Pensacola, FL 32504, known as **Hitzman-Optimist Soccer Field** (the “**Property**”). Lessor and Lessee mutually agree for Lessee to utilize the Property for conducting a youth soccer program (the “**Program**”) for the purpose of promoting positive physical, mental, and social development of participating youth.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall commence upon signature of the last signing party and terminate on June 30, 2028. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

4. TERMINATION FOR CONVENIENCE

Either Lessor or Lessee may terminate this Agreement for convenience by providing a minimum of one hundred eighty (180) days written notice to the other party of its intent to terminate this Agreement.

5. LEASE PAYMENTS

Lessee agrees to pay the City of Pensacola \$10 per participating child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after the first practice of each season. Fee subject to annual review by Lessor and may increase no more than \$5 per participating child, per season within the first two years.

6. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Section 1. Any use for a purpose outside of the purpose stated within Section 1 must be approved by the Lessor in writing prior to that use by Lessee. Lessee agrees to coordinate and cooperate with the City’s Parks and Recreation Department for use of the Property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before

undertaking any activity on or near the Property that may adversely affect the adjacent residential or commercial property.

- a. **CONCESSIONS:** Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must comply with all applicable ordinances and health regulations and rules and regulations from Lessor as may exist from time to time. Lessor is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The Lessee is responsible for ensuring all concession personnel are complying with the Florida Department of Business and Professional Regulation food service licensing and requirements and will provide proof of such licensing to the City upon request. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed and properly disposed of following such use.
- b. **FIELD MAINTENANCE:** City will maintain game fields and practice fields in its discretion and at its own expense, allowing for rest periods between seasons. Lessee agrees not to host any camps or clinics during rest periods without prior written permission from the City. Additional maintenance performed by Lessee shall be done only with express written consent by the Lessor and is considered optional and not reimbursable by the City.
- c. **PROHIBITED ACTIVITIES:** Lessee is strictly prohibited from organizing, sanctioning or scheduling any invitational tournaments, showcases, or non-league competitions unless explicitly approved in writing by the City. For the purposes of this Section, an "invitational tournament" is defined as any athletic event or series of games:
 - That includes teams outside of the regular league structure; and
 - That is attended based on a private or selective invitation.

7. **CONDITIONS OF USE**

Lessee's rights under this Lease are expressly contingent upon satisfaction of the following conditions:

1. Prior to commencing the Program at or about the Property, Lessee shall deliver to the City a list of all staff, coaches, referees, volunteers, and board members (collectively, "**Personnel**"), which list will include, at a minimum, (i) the full name and contact information for all Personnel, and (ii) a copy of the Level 2 background screening results completed within the 12-month period immediately preceding delivery for all such Personnel per Florida Statute 943.0438, including, but not limited to, internet sexual offender registry and criminal background checks conducted through a third-party vendor reasonably acceptable to the City. Lessee will deliver to City updated list(s) to include any proposed new Personnel prior to any such new Personnel commencing involvement with the Program, and will further deliver a current and updated list upon reasonable request by City, which shall be no

more than once per year.

2. Prior to commencing the Program at or about the Property, Lessee shall provide a copy of Lessee's certificate of insurance. In accordance with Attachment "B" to this Lease, the certificate of insurance shall name the City as an additional insured.
3. On or before the Lease Effective Date, Lessee shall deliver to City fully-executed and current copies of Lessee's operating agreement, by-laws (and any other organizational governing documents), and standard operating procedures, along with all amendments and supplements thereto.
4. On or before the Lease Effective Date, Lessee shall deliver to City any existing written disciplinary guidelines for Program participants, parents, and event attendees.
5. Lessee shall notify the City's Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, any related incident reports, the name of the injured party, and a brief description of the incident.
6. Lessee shall notify the City by 12:00pm the next business day of any damage incurred to the Property or remainder of the park resulting from the Program activities.
7. Prior to commencing the Program at or about the Property, Lessee shall deliver to the City a written schedule of all Program activities for the then-current calendar quarter, and shall thereafter during the term of the Lease deliver to the City, on or before the date that is 30 days prior to the end of the then-current calendar quarter, a written schedule of all Program activities for the immediately following calendar quarter (each a "**Schedule**"). Each Schedule shall contain, at a minimum, the following information: description, dates, times, fees (including scholarship eligibility criteria) and enrollment requirements for the Program, and all events, practices, games, and tournaments shall be added to the applicable Schedule as soon as confirmed.
8. Lessee agrees to attend and participate in an annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
9. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide the same to Lessor.
10. Proof from marketing materials that Lessee advertised that residents of the City have

a minimum of two (2) weeks advance notice and opportunity to register for the Program before registration is opened to non-City residents.

11. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

8. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

9. CONDITION OF PREMISES

Lessee hereby acknowledges and agrees that City leases the Property and Lessee accepts the Property "as/is, where is and with all faults" without any representation or warranty of City, express or implied, of any kind whatsoever other than as expressly set forth in this Lease. Lessee acknowledges that City has made no representations or warranties relating to the suitability of the Property for any particular use or purpose (including without limitation the use set forth in section 1 above) and that City shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Property other than as expressly set forth in this Lease. Without limiting the generality of the foregoing, City shall not be liable for any latent or patent defects in the Property, and City shall not have any liability or responsibility to Lessee for any loss, damage, or expense incurred by Lessee occasioned by the condition or characteristics of the Property, further, City hereby disclaims any and all express and implied warranties as to the condition of the Property, including without limitation any and all implied warranties of merchantability, fitness for any particular purpose,, habitability, or tentability.

10. IMPROVEMENTS

Lessee shall not make any improvements to the Property without prior written permission from Lessor.

11. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time, including without notice.

12. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

1. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
2. That the Lessee shall keep the interior of the Property in good working order (clean and orderly) and shall not allow any part of the Property to deteriorate excepting

normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 7(6.) above.

3. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured and provide the same to the City prior to allowing its contractors or subcontractors to work at the Property.
4. Lessee is responsible for the repair of any and all damage caused by Lessee or Lessee's Program or related activities.

13. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

14. USE IS NOT EXCLUSIVE

Lessor grants Lessee use of the described Property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in Section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the Property shall prevail.

15. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

The Lessee shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively "**Indemnified Parties**") from and against all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "**Claims**"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or part, directly or indirectly:

(i) The performance of this Lease (including any amendments hereto) by the Lessee, its employees, volunteers, agents, representatives, or subcontractors; or

(ii) The failure of the Lessee, its employees, volunteers, agents, representatives or subcontractors to comply and conform with applicable laws;

(iii) Any negligent act or omission of the Lessees, its employees, volunteers, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Lessee, its employees, volunteers, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

(iv) Any reckless or intentional wrongful act or omission of the Lessee, its employees, volunteers, agents, representatives, or subcontractors; or

(v) The Lessee's failure to maintain, preserve, retain, produce, or protect records in accordance with this Lease and applicable laws (including but not limited to Florida's laws regarding public records and the Florida's laws regarding operation of government in the sunshine).

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Lessee pursuant to this Lease or otherwise obtained by the Lessee and the provisions of this paragraph survive the termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such termination. Nothing contained in this Lease shall be construed as a waiver of the City's sovereign immunity or limitations promulgated under Florida Statute 768.28.

16. INSURANCE REQUIRED

Attachment "B" is hereby incorporated into this Lease by this reference. Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment "B" prior to the commencement of the Program and during the life of the Lease as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Attachment "B" during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

17. PUBLIC RECORDS

The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

18. E-VERIFY

In compliance with the provisions of F.S. 448.095, the parties to this Lease and any subcontractors engaged in the performance of this Lease hereby certify that, to the extent required by Law, they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

19. SOVEREIGN IMMUNITY

The City does not waive its right of sovereign immunity under s. 768.28, F.S., its police power to provide for the public interest and safety, or its municipal authority to provide for and protect its assets by entering into this Lease.

20. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any

other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

“Equal Opportunity Provision”

1. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.
2. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers’ representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and Lessee shall be in default under the terms of this Lease upon the following events:

1. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
2. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee’s business.

Lessor shall provide to Lessee in writing its intention to terminate the lease within 15 days in the event of default. The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

22. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
 c/o City Administrator
 222 West Main Street Pensacola, FL 32502

Lessee: Pensacola Youth Soccer, Inc.
 Attn: Josh Hadden
 707 East Cervantes Street, Suite B #114, Pensacola, Florida
 32501.
 850-366-8764
 josh@pensacolayouthsoccer.com

23. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by both the Lessor and Lessee.

24. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

25. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

26. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee.

27. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

28. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

29. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

Pensacola Youth Soccer, Inc.

CITY OF PENSACOLA, FLORIDA

Josh Hadden, President

D.C. Reeves, Mayor

Printed Name of above signature.

Printed Name of above signature.

Date: _____

Date: _____

Attest:

Corporate Secretary

Ericka Burnett, City Clerk

Approved as to Substance:

Kerry Shanaghan, Parks and Recreation

Director

Legal in form and valid as drawn:

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** 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, Florida Statutes, or as otherwise provided by law.
- C.** 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 Lease term and following the completion of the Lease if Contractor does not transfer the records to the City.
- D.** Upon completion of the Lease, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Lease, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Lease, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM 222

WEST MAIN STREET, PENSACOLA, FL 32502

ATTACHMENT “B” INSURANCE AND INDEMNIFICATION

GENERAL

The term City, as is used in this section, is defined to mean the City of Pensacola, itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

COVERAGE

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City’s protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements.

Worker’s Compensation

The Lessee shall purchase and maintain Worker’s Compensation Insurance Coverage for all Workers’ Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Lease. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence for liability must be provided. If the required limits of liability afforded should become impaired by reason of any claim, then the Lessee agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within the leased premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

Sexual Abuse & Molestation

Lessee shall maintain in force at all times sexual abuse and molestation insurance coverage with minimum limits of \$1,000,000, occurrence, and \$2,000,000, aggregate. Policy may be written on an occurrence type basis or claims-made basis. Policy must cover actual or alleged abuse, molestation, mistreatment, or maltreatment of a sexual nature including defense costs, attorney fees, settlements, and judgements. City shall be named as an additional insured.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this Lease shall be listed. If required by the City, the Lessee shall furnish copies of the Lessee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee.** If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Lessee shall, upon instructions of the City, cease all operations under the Lease until directed by the City in writing, to resume operations.

INSURANCE OF THE LESSEE PRIMARY

The Lessee required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Lessee's coverage. The Lessee's policies of coverage will be considered primary as relates to all provisions of the lease.

LOSS CONTROL AND SAFETY

The Lessee shall retain control over its employees, agents, servants, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Lessee shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Lessee for the protection of all persons, including employees and property. The Lessee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Lessee shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this Lease. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Lessee agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies

available to the City and shall not be considered to be the City's exclusive remedy.

GOVERNING LAW AND VENUE

This Lease is governed and construed in accordance with laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of the Lease. Venue for any claim, actions or proceedings arising out of this Lease shall be Escambia County, Florida.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06

(2)(a) "Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED
SIGNATURE

Print Name and Title: _____

Date: _____

GARDEN OF PEACE AND HOPE – A MEMORIAL FOR HOMICIDE VICTIMS

**LAND LEASE AND OPERATOR AGREEMENT
BY AND BETWEEN THE CITY OF PENSACOLA AND
PARENTS AGAINST INJUSTICE AND NEGLIGENCE, INC.**

This Land Lease and Operator Agreement ("**Agreement**") is made and entered into this ____ day of _____, 2025 ("**Effective Date**"), by and between the City of Pensacola, Florida, a Florida municipal corporation ("**City**"), located at 222 W. Main Street, Pensacola, Florida 32502 and Parents Against Injustice and Negligence, Inc., a Florida not for profit corporation, located at 2400 Michigan Avenue Unit 9, Pensacola, Florida 32526, as sponsor and managing operator ("**Operator**") of a not-for-profit community garden activity at the City's Corinne Jones Park ("**Park**").

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, City and Operator agree as follows:

TERMS:

1. **TERM**: The term of this Agreement shall be for the duration of three (3) years commencing on the Effective Date. The City retains the right the right to terminate this Agreement for convenience at any time at its sole discretion with 30 days' written notice to the Operator.
2. **SUBJECT PROPERTY**: The property which is the subject of this Agreement consists of the marked portions of Lots 16 and 17, block 40, maxent tract per the 1903 map of Pensacola as depicted on the attached technical sketch identified as **Exhibit A** of this agreement (the "**Subject Property**").
3. **CONSIDERATION**: The City and the Operator hereby acknowledge that this Agreement is supported by good and valuable consideration, the sufficiency and delivery of which is hereby acknowledged. The Operator will maintain the Subject Property as a place of reflection for the benefit of those in the community who have experienced grief due to violence.
4. **OPERATOR'S USE**: The Operator shall have the right to occupy and use the Subject Property for the limited purpose of operating a garden of peace and hope for meditation and reflection, for the purposes described herein under this Agreement and in accordance with the following limitations:
 - A. Operator shall maintain the Subject Property in a neat and orderly standard as determined by the City. Any and all repairs required shall first be approved by the City (through the Parks and Recreation Department) and shall be the responsibility of the Operator.
 - B. The City must approve all new improvements before work is commenced. All Subject Property improvements will comply with all local, state, and federal requirements of the Americans with Disabilities Act and comparable state legislation.

C. The Operator may utilize an irrigation system on the Subject Property, but the Operator will be responsible for all related installation expenses, maintenance, and repairs.

D. The Operator will notify the City immediately if any incidents occur at the Subject Property which require medical attention or whenever public safety personnel are called to assist in any circumstance.

E. The Operator must request in writing and obtain the permission of the City prior to admitting any commercial activity to the Subject Property, including the admission of food vendors or purveyors of merchandise.

F. Operator will provide and pay for any facility maintenance which may be required on the Subject Property.

G. The Operator will maintain current Commercial General Liability Insurance Policy with limits of \$1,000,000 per occurrence, with the City named as an additional named insured, and Operator will provide the City's Risk Manager with a current copy of each such policy. Furthermore, the Operator agrees to comply with all provisions and requirements listed in **Attachment B**.

H. The Operator will secure and maintain on file a valid hold harmless agreement approved by the City with respect to each volunteer admitted entering onto the Subject Property.

I. The City maintains the right to disallow any specific activity which it deems to be contrary to the best interests of the City of Pensacola on the Subject Property and shall notify the Operator of such disallowance in writing.

5. **EXPANSION OF SUBJECT PROPERTY:** The City may consider an expansion of the Subject Property provided that a written request for expansion from the Operator be provided to the Mayor through the Parks and Recreation Director. The Mayor, or the Mayor's designee, may grant or deny the expansion in his or her complete discretion.

6. **NO MORTGAGES OR ENCUMBRANCES.** Operator shall not mortgage, encumber, or allow any liens to be placed against the Subject Property or its leasehold interest therein.

7. **SUBLETTING.** Operator shall not sublet without prior written consent from the City.

8. **CITY RESPONSIBILITY:** The City previously installed a 10' radius concrete pad with a center opening for irrigated landscaping, along with a concrete path to the pad from the nearest existing sidewalk. The City shall maintain the concrete pad, connecting sidewalk, two benches and one trash can located at the garden.

9. **RELATIONSHIP OF THE PARTIES:** The Operator shall be an independent contractor of its activities on the Subject Property and shall not be an agent of the City of Pensacola. The City is granting the Operator the right to use the Subject Property for gardening purposes only, and it

is not the intent of the parties that a landlord/tenant relationship is created by this Agreement, nor is it the intent that this Agreement creates any third-party beneficiaries.

10. SOVEREIGN IMMUNITY: The City does not waive its right of sovereign immunity under s. 768.28, F.S., its police power to provide for the public interest and safety, or its municipal authority to provide for and protect its assets by entering into this Agreement.

11. INDEMNIFY AND HOLD HARMLESS: The Operator shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively “**Indemnified Parties**”) from and against all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “**Claims**”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or part, directly or indirectly:

- (i) The performance of this Agreement (including any amendments hereto) by the Operator, its employees, volunteers, agents, representatives, or subcontractors; or
- (ii) The failure of the Operator, its employees, volunteers, agents, representatives or subcontractors to comply and conform with applicable laws;
- (iii) Any negligent act or omission of the Operator, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Operator, its employees, volunteers, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
- (iv) Any reckless or intentional wrongful act or omission of the Operator, its employees, volunteers, agents, representatives, or subcontractors; or
- (v) The Operator’s failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable laws (including but not limited to Florida’s laws regarding public records and the Florida’s laws regarding operation of government in the sunshine).

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Operator pursuant to this Agreement or otherwise obtained by the Operator and the provisions of this paragraph survive the termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such termination. Nothing contained in this Agreement shall be construed as a waiver of the City’s sovereign immunity or limitations promulgated under Florida Statute 768.28.

12. NOTICES: All notices regarding this Agreement shall be addressed from one party to the other according to the following:

FOR THE CITY:
City Administrator

City of Pensacola
222 W. Main Street Pensacola, Florida 32502

FOR THE OPERATOR:

Lavon Brown
Parents Against Injustice and Negligence, Inc
2400 W. Michigan Ave, Unit #9
Pensacola, FL 32526

13. COMPLIANCE WITH FLORIDA'S PUBLIC RECORDS ACT: The parties acknowledge that if the Operator is a "contractor" as defined in Florida State Statute Section 119, that the Operator shall comply with all requirements listed in Attachment "A".

14. E-VERIFY: In compliance with the provisions of F.S. 448.095, the parties to this Agreement and any subcontractors engaged in the performance of this Agreement hereby certify that, to the extent required by law, they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

15. APPLICABLE LAW: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

16. VENUE: Venue for any claim, action, or proceeding arising out of this Agreement shall be Escambia County, Florida.

17. ASSIGNMENT: This Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the City.

18. REMEDIES: In the event of a termination (for cause or for convenience) of this Agreement by the City during the three-year term of this Agreement, the Operator shall not be entitled to the remedy of specific performance.

19. MISCELLANEOUS:

A. Operator, by exercising the rights granted herein, shall not discriminate, or permit discrimination against any person or group of persons in any manner on the grounds of race, color, sex, religion, national origin or ancestry, age, or physical handicap. Non-compliance with such assurances shall constitute a breach of this Agreement, and in the event of non-compliance, City may take appropriate action to enforce compliance and, at its option, may terminate this Agreement or seek judicial enforcement thereof.

B. There shall be no modification of this Agreement, except in writing, executed with the same formalities as was this Agreement.

C. If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or applications of this Agreement which can be given effect

without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

D. This instrument embodies the whole Agreement of the parties and supersedes any and all other agreements or understandings. No failure of City to exercise any power given it hereunder, or to insist upon strict compliance by Operator of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of City's right to demand strict compliance with the terms hereof.

E. This Agreement may be executed in one or more counterparts each of which shall be deemed an original.

IN WITNESS WHEREOF, this Agreement is executed by the authorized representatives of the City and Operator on the day and year first written herein.

CITY:

CITY OF PENSACOLA,
a Florida municipal corporation

By: _____
D. C. Reeves, Mayor

Attest:

Ericka Burnett, City Clerk

Approved as to content:

Kerry Shanaghan, Interim Parks and
Recreation Director

Approved as to form:

Grace Parola, Assistant City Attorney

OPERATOR:

**PARENTS AGAINST INJUSTICE AND
NEGLIGENCE, INC.**
a Florida non-profit corporation

By: _____
Name & Title:

Attest:

Corporate Secretary

Affix Corporate Seal Here

ATTACHMENT "A"

PUBLIC RECORDS: Operator shall comply with Chapter 119, Florida Statutes. Specifically, Operator shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. 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, Florida Statutes, or as otherwise provided by law.
- C. 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 the completion of the Agreement if Foundation does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to the City, all public records in possession of Operator or keep and maintain public records required by the City to perform the service. If Operator transfers all public records to the City upon completion of the Agreement, Operator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Operator keeps and maintains public records upon completion of the Agreement, Operator shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Operator to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

ATTACHMENT “B” INSURANCE AND INDEMNIFICATION

GENERAL

The term City, as is used in this section, is defined to mean the City of Pensacola, itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

COVERAGE

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City’s protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements.

Worker’s Compensation

The Operator shall purchase and maintain Worker’s Compensation Insurance Coverage for all Workers’ Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

If Operator qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

The Operator shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence for liability must be provided. If the required limits of liability afforded should become impaired by reason of any claim, then the Operator agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within the leased premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the Operator shall furnish copies of the Operator's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee.** If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Operator shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Operator shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

INSURANCE OF THE OPERATOR PRIMARY

The Operator's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Operator's coverage. The Operator's policies of coverage will be considered primary as relates to all provisions of the contract.

LOSS CONTROL AND SAFETY

The Operator shall retain control over its employees, agents, servants, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Operator shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Operator for the protection of all persons, including employees and property. The Operator shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Operator shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Operator and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Operator's contractors, subcontractors, or vendors utilized by the Operator in the performance of this contract. The Operator's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Operator agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

GOVERNING LAW AND VENUE

This Contract is governed and construed in accordance with laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of the Contract. Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06

(2)(a) "Coercion" means:

1. *Using or threatening to use physical force against any person;*
2. *Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;*
3. *Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;*
4. *Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;*
5. *Causing or threatening to cause financial harm to any person;*
6. *Enticing or luring any person by fraud or deceit; or*
7. *Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.*

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1190

Parks and Recreation Board

9/16/2025

DISCUSSION

SUBJECT:

Direction '25

ATTACHMENTS:

1. Direction '25

Direction '25: Pensacola Park Revitalization Project List - Updated 9.2.25					
Project Name	Scope of Work	Est. Complete	Amount	Funding Sources	Status Updates
Park Sidewalk Accessibility Improvements	Provide accessible walkways to park amenities and restore damaged sidewalks at Belvedere Park, Eastgate Gate Park, Lion's Park, Granada Square, Zamora Square, Lamancha Square, and Toledo Square	Spring 2025	\$ 70,750	LOST FY24	Project complete
Henry Wyer Park Revitalization	Upgrade and Restore Playground surfacing, benches, picnic tables, trash cans, lightpoles, fencing, and drinking fountain	Spring 2025	\$ 71,600	CRA- Park Improvements	Project is complete.
Roger Scott Athletic Complex Improvements	Renovate football field, pressbox, improve sidewalk accessibility in spectator areas, upgrade bleachers to include railing per new safety standards and make half ADA accessible , and restore ADA connection to nearby playground	Spring 2025	\$ 142,700	LOST NEW	Project complete
Roger Scott Tennis Center Improvements	Funds were used in court renovations and remaining used for shade amenities and bleacher upgrades including six shade structures within newly resurfaced tennis courts to be installed in Spring 2025	Spring 2025	\$ 756,487	LOST FY24	Shipping date is 9/18/25. Scheduling installation with installer and tennis center.
Woodland Heights Resource Center Improvements	Renovate kitchen, improve site drainage, and provide accessible walkway for school bus drop offs.	Spring 2025	\$ 91,422	LOST	Engineering is soliciting quotes for construction. Regrading slopes of current stormwater area, fill, and sod eroded landscaping.
Wayside Park Seawall Design	Develop designs to restore and increase resiliency to the seawall.	Spring 2025	\$ 125,497	LOST FY24	City is reviewing renderings and cost estimates to seek grant funding.
McNealy Park Revitalization	Upgrade picnic tables, trans cans, grills, drinking fountain, and develop design to improve one playground area.	Summer 2025	\$ 55,018	LOST NEW	Picnic tables and grill painted, water fountain installed. Playground ordered 7/24/25. Trash cans in procurement.
Magee Field Athletic Facility Improvements	Upgrade goal posts and renovate field	Summer 2025	\$ 42,168	LOST FY24	Project complete
Bill Gregory Athletic Facility Improvements	Upgrade bleachers to ADA accessible with railing per safety standards	Summer 2025	\$ 50,000	LOST FY24 & FY25	Bleachers pad installation remaining.
Miraflores Boy Scout Building	Restore windows flooring and upgrade electrical	Summer 2025	\$ 70,000	LOST FY24	Project in procurement for windows and mini-split AC.
Blake Doyle Skateboard Park Improvements	Improve drainage around perimeter of park to prevent erosion	Summer 2025	\$ 9,075	LOST FY24	Evaluating alternative mitigation solutions such as rain gardens (possible collaboration with FGU Community Garden).
Sanders-Beach Kayak Launch & Park Revitalization	Convert boat ramp to ADA kayak launch, upgrade picnic shelters, replace restroom and increase number of stalls, upgrade park furniture, upgrade lighting to sea-turtle friendly type	Fall-Winter 2025	\$ 1,488,875	Grant	Preconstruction meeting with Loftis Marine and city scheduled for 9/18/25 at 2pm.
Bartram Park Improvements	Develop erosion control plan for bay-side facing park, renovate parking lot	Fall-Winter 2025	\$ 50,000	LOST FY24	Engineering has presented the department with a scope and fee for review.
Gull Point Resource Center Grounds Improvements	Replace and Upgrade Basketball Court, Replace and upgrade one playground area, upgrade picnic tables and benches, renovate parking lot	Fall-Winter 2025	\$ 188,100	LOST NEW	PO requested on 8/20/25 for parking lot improvements. Playground installation started 9/2/25.
Miralla Park Revitalization	Upgrade and Restore Playground surfacing, restore aging playground components, upgrade swing set, upgrade and reconfigure benches, improve sidewalk accessibility to amenities, upgrade trash cans	Fall-Winter 2025	\$ 159,500	LOST NEW	Meeting with playground rep for design. PO for swings requested 8/6/25. Existing benches refurbished and 3 new benches added.
Pintado Park Revitalization	Improve park sidewalk accessibility and picnic amenities, upgrade benches, and install drinking fountain	Fall-Winter 2025	\$ 70,500	LOST NEW/ GENERAL FUND	Sidewalk improvements completed. Benches refurbished. Getting quotes for picnic table and concrete pad.
Exchange Park Athletic Facility Improvements	Upgrade scoreboard, bleachers, and irrigation system	Fall-Winter 2025	\$ 141,500	LOST FY24	Scoreboards replaced. Bleachers PO Requested, waiting for schedule from vendor. Irrigation - relocating valve covers, replacing broken heads, lines - field 2 complete
Cecil Hunter Pool Facility Improvements	Replace and upgrade waterslide	Fall-Winter 2025	\$ 188,481	LOST FY25	Getting quotes to refurbish existing slides.
Rev H.K. Matthews Park Improvements	Replace and upgrade playground, restore damaged park sidewalks, renovate basketball courts, upgrade drinking fountain	Fall-Winter 2025	\$ 264,287	LOST FY24 & FY25, LOST NEW	Playground completed 3/24/25. Remaining work hasn't started yet.
Bayview Dog Park Improvements	Enhance Bayview Dog Park by improving grading, surfacing, benches, picnic tables, and signage	Fall-Winter 2025	\$ 110,000	LOST NEW	Rebuild stairs down to dog beach, moving dog wash station to outside of fenced area; designing shade structure for upper dog park and seating options.
Park Amenity Improvements	Improve Park Amenities such as renovating 23 Basketball Courts at Allen, Baycliff Estates, Gull Point, HK Matthews, Pintado, Dunmire Woods, Dunwoody, Eastgate, EPH Lions, HTW, Malaga, Miralla, McNealy, Operto, Zamora; replace and upgrade 22 Drinking Fountains in Poor Condition	Fall-Winter 2025	\$ 260,100	LOST NEW	In procurement stage for basketball courts. PO's requested for water fountains and misters 7/31/25.
Vickrey Center Improvements	Install and upgrade windows that are hurricane-rated, upgrade air conditioning unit, upgrade lighting, other building renovation work	Fall-Winter 2025	\$ 285,305	LOST FY24	A/C units replaced and lighting upgrades completed. Window replacement in procurement process.

Hitzman-Optimist Park Improvements	Install additional parking lot lighting, upgrade picnic tables, trash cans, provide improved park sidewalk accessibility, renovate one parking lot, develop conceptual design for replacing older playground area	Fall-Winter 2025	\$ 110,000	LOST NEW	Parking lot lighting secured and installed. Restroom building roof repaired. Evaluating condition and replacement needs in old restrooms. Evaluating old play equipment for removal.
Allen Park Revitalization	Upgrade and restore playground surfacing, repaint climbers, upgrade playground swings, restore misc. playground components, upgrade picnic tables, trash cans, drinking fountain, renovate basketball court.	Fall-Winter 2025	\$ 49,500	LOST NEW	Repainted existing climber and upgraded playground swings.
Seville Square Improvements	Develop design for underground utilities	Fall-Winter 2025	\$ 50,000	LOST FY24	Facilities and Engineering to be consulted prior to commencement.
Roger Scott Pool Facility Improvements	Replace and upgrade pool restrooms, shower amenities, ticketing booth, and restore zero-depth pool surfacing.	Spring 2026	\$ 1,329,000	LOST FY25	Ticket booth and office stair repaired. Baby pool resurfacing complete. Restroom design first draft sent 8.28.25. Quotes expected week of 9/1/25.
Tippin Park Revitalization	Replace playground with inclusive playground and surfacing, provide improved sidewalk accessibility, upgrade picnic tables, benches, trash cans, install new drinking fountain, renovate parking lot	Spring 2026	\$ 428,682	LOST	Park survey was completed in Fall 2024 and has been received from Engineering. Playground design being revised to fit budget.
E.S. Cobb Center Improvements	Structural improvements to glulam arches, roof replacement, building envelope improvements, renovate parking lot	Spring 2026	\$ 1,231,505	LOST + Grant Funds	Bid award going to council 9/25. Construction period anticipated for November '25-February '26.
Lighting Improvements	Improve lighting at Lamancha Square, Lavallet Park, Estramadura Square, Belvedere, and Eastgate Park	Spring 2026	\$ 156,528	LOST NEW	Not yet started
17th Ave Boat Ramp Improvements	Rebuild boat ramp and renovate parking area while improving traffic safety	Spring 2026	\$ 1,487,188	LOST FY24	Review of cost estimate in progress.
Bayview Park Improvements Phase 1	Renovate tennis courts, auxillary parking lot, restore park path surfacing.	Spring 2026	\$ 88,000	LOST NEW	Not yet started
Bay Bluffs Park Revitalization	Rehabilitate main boardwalk, upgrade park amenities to reopen park	Fall-Winter 2026-27	\$ 2,400,000	Grant Funded	Agreement with Conservation Florida planned for Council agenda in September. Awaiting confirmation from DEP on use of continuing services agreement consultant for design.
Fricker Center Improvements	Rehabilitate community center, resiliency improvements to building envelope, stormwater improvements, upgrade building mechanical systems, build two story social hall for an expanded senior center and teen center.	Fall-Winter 2026-27	\$ 9,474,542	Grant Funded	Two public input sessions held in July and August. Review of 30% design plans scheduled for 9/3/25.
Bryan Park Improvements	Replace and upgrade playground	Spring 2027	\$ 103,753	LOST FY27	Not yet started
Zamora Square Lighting	Improve park lighting	Spring 2027	\$ 30,000	LOST FY24	Not yet started
Dunwoody Park Improvements	Replace playground	Spring 2027	\$ 40,000	LOST FY27	Not yet started
Community Maritime Park Playground Improvements	Replace and upgrade playground surfacing	Spring 2027	\$ 72,000	CMP Fund	Not yet started
Total			\$ 21,742,063		

Parks and Recreation Unfunded Projects List
Updated 8.11.25

Project Description	Estimated Cost	Notes
Granda Subdivision Playground	\$55,000.00	No current
Dunwoody Playground - Needs more budget, \$40K not sufficient	\$125,000.00	Need addit
CMP Playground PIP replacement	\$150,000	Need addit
DeLuna Palafox Pier Railing Replacement	TBD	TBD based
Lighting for basketball courts at HTW	\$10,000.00	Disconnect
Parker Circle Gazebo	TBD	
Parker Circle Disc golf Course	\$5-6K with no concrete tees	

funding
ional \$85,000
ional \$80,000
on materials/design
ed when new poolhouse was constructed



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1191

Parks and Recreation Board

9/16/2025

DISCUSSION

SUBJECT:

Granada Subdivision Park

ATTACHMENTS:

None