



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Meeting Agenda 4 - Final Parks and Recreation Board

Thursday, January 19, 2023

8:00 AM

Hagler Mason Conference Room, 2nd Floor

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

MINUTES OF DECEMBER 15, 2022 PARKS AND RECREATION
BOARD

Attachments: [22-12-15 Minutes - Unapproved](#)

DIRECTOR'S REPORT

DIRECTOR'S REPORT

Attachments: [Director's Report Parks and Recreation Board](#)

STAFF REPORTS

ATHLETICS PRESENTATION - CHERYL FOX

Attachments: [Athletics Presentation](#)

BUDGET REPORT - KENDRA WEEKLEY

Attachments: [Revenue and Expenditure Report](#)

NEW BUSINESS

DISCUSSION - PARKS AND RECREATION BOARD BYLAWS

CITY OF PENSACOLA ATHLETICS LEASE AGREEMENT

Attachments: [Agreement - Pensacola Youth Sports Final](#)

OLD BUSINESS

OPEN FORUM

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 435-1606 (or TDD 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

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00063

Parks and Recreation Board

1/19/2023

SUBJECT:

MINUTES OF DECEMBER 15, 2022 PARKS AND RECREATION BOARD



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Meeting Minutes 3 - Draft

Parks and Recreation Board

Thursday, December 15, 2022

8:00 AM

Hagler-Mason Conference Room

CALL TO ORDER

ROLL CALL

Present 8 - Chairperson Rand Hicks, Renee Borden, Antonio Bruni, David Del Gallo, Alejandra Escobar-Ryan, Leah Harrison, John Jerralds, and Morgan Tufto

Absent 1 - Michael Wolf

APPROVAL OF MINUTES

MINUTES OF OCTOBER 20, 2022 PARKS AND RECREATION BOARD

Attachments: [22-10-20 Minutes Approved with Conditions](#)

A motion was made by Borden, seconded by Jerralds, that this Minutes be approved with conditions. The motion carried by the following vote:

Yes: 8 - Chairperson Hicks, Borden, Bruni, Del Gallo, Escobar-Ryan, Harrison, Jerralds, and Tufto

MINUTES OF NOVEMBER 17, 2022 PARKS AND RECREATION BOARD

Attachments: [22-11-17 Minutes Approved with Conditions](#)

A motion was made by Jerralds, seconded by Del Gallo, that this Minutes be approved with conditions. The motion carried by the following vote:

Yes: 8 - Chairperson Hicks, Borden, Bruni, Del Gallo, Escobar-Ryan, Harrison, Jerralds, and Tufto

DIRECTOR'S REPORT

DIRECTOR'S REPORT

Attachments: [22-12-15 Director's Report Parks and Recreation Board](#)

Chairperson Hicks proposed an item for discussion to the board members regarding Parks and Recreation Bylaws and Regulations to be discuss now, or at end of meeting, or hold it over for a January discussion. Member Borden requested to have the discussion at the January board meeting. All board members concurred.

Chairperson Hicks asked board members if they had questions regarding Directors Report.

Member Borden asked if there was information regarding the Escambia County Children's Trust Grant-After School Program. Director Stills responded the city did apply for grant funding, and we were one of the groups to be considered, but the selection committee was urged to reconsider the groups that were chosen.

Member Borden asked which facilities will have the after-school programs and is this only if the city gets the grant funding. Director Stills responded that all the centers across the city could utilize this in the form of daycare, or tutoring, or both.

Member Harrison asked if the city would bring in new staff or will the city partner with people in the community who are already doing this work and doing it well. Director Stills responded that it would be great ideal if we were able to partner with someone who already has the infrastructure in place, as we have the facilities.

Member Bruni asked if Gull Point has an after-school day care. Director Stills responded that Gull Point does offer an after-school program the grant would enhance the program.

Recreation Superintendent Byrd via telephone stated the grant funding will enhance our current after school programs. We have after school programs in place at Fricker, Cobb, Woodland Heights and we are seeking this grant in order to make the program free for participants who would qualify for reduced or free lunches. This is our way to offer relief to families who have been hard hit by covid and even prior to covid who struggle to afford after school day care for their children and especially those families that have multiple children living in the household. The after-school program is for elementary age students between K through 5. Another facet of the grant application was that we would hire a full time out of school time coordinator to help facilitate the curriculum of the program and to work with community partners to bring in performing arts, stem education and other enhancements to the after-school program. We have also asked for a sub-grant for CDAC who has their PATS program in the Cobb Center which is a behavioral type of program. We would like to expand that program over to the Fricker Center as well. The sub-grant will also help CDAC hire two additional staff for Fricker Center.

Member Bruni asked if the Memorandum of Understanding for the Use of the Tech Park had been approved by City Council. Superintendent of Administration and Special Projects Carmody explained that this would be

the standard contract to use for all the agencies that come in and want to use that park.

Member Bruni asked if the Memorandum of Understanding for the Pensacola Youth Soccer had been reworded or reworked yet. Superintendent of Administration and Special Projects Carmody responded that it is in the final stages she has been working with legal.

Member Bruni inquired if we had a MOU with Bill Bond Baseball. Superintendent of Administration and Special Projects Carmody responded no we do not. Member Bruni asked when was the last time we had a MOU with them. Superintendent of Administration and Special Projects Carmody responded it has been several years.

STAFF REPORTS

ADMINISTRATIVE STAFF RECOGNITION

YOLANDA REED
DARRIELL JONES
STEPHANIE MACFARLAND

Director Stills introduced Parks and Recreation's administrative staff, whose day-to-day work is behind-the-scenes, to board members. Director Stills introduced each staff member and gave a brief description of their accomplishments and their job summary. Each staff member received a certificate of recognition and gift certificate for appreciation of their dedication and service to the city.

NEW BUSINESS

MEMORANDUM OF UNDERSTANDING - FIRST CITY FOOTBALL CLUB

Attachments: [MOU First City Football Club](#)

Presented to Board. Discussion None.

OLD BUSINESS

OPEN FORUM

ADJOURNMENT

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00064

Parks and Recreation Board

1/19/2023

SUBJECT:

DIRECTOR'S REPORT

PARKS AND RECREATION BOARD

DIRECTOR'S REPORT

January 19, 2023

PARKS UPDATES:

- Hunter Pool - work began with completion anticipated for May 2023.
- Blake Doyle Skate Park – construction started; anticipated completion summer 2023.
- Bruce Beach Phase I – construction started; anticipated completion May 2023.
- Bruce Beach Phase II – design phase; anticipated completion May 2024.

SPECIAL PROJECTS:

- Bryan Park reconditioning pirate ship, and painting gazebo anticipated completion February.
- Sanders Beach playground anticipated completion January.
- Kiwanis Park sensory garden anticipated installation January.
- LED message board for Magee Field and Legion Field anticipated completion end of January.
- Seville Square Sidewalk repairing sidewalks for ADA compliance.
- Roger Scott Complex repairing sidewalks for ADA compliance.

ATHLETICS UPDATES:

- Adult Sports - Co-Ed Kickball, Men's Softball & Co-Ed Softball Leagues at Exchange Park: 475 Participants; 30 Teams.
 - Vickrey Center Youth Basketball League – 275 Participants: 25 Teams.
 - Pensacola Youth Soccer & Bill Bond T-Ball / Baseball Leagues, currently registering for spring season.
 - Vickrey Center Girls Youth Volleyball League, currently registering for spring season.

MARKETING UPDATES:

- Design Planning of Spring/Summer 2023 Activity Guide highlighting April – July 2023 Programs and Activities

PARKS AND RECREATION BOARD

DIRECTOR'S REPORT

January 19, 2023

- Launch “Super Tuesdays” Promotion at Osceola Golf Course: 18 Holes + Complimentary Bucket of Range Balls for \$30, Membership Social Media Campaign underway
- Promote *FL Diabetes Prevention Program* and Info Seminars at SBCJ (Tue. Jan. 31, 10am – 2 pm) and Fricker (Wed. Feb 1, 10am – 2 pm)
- Promote Athletics Wiffle Ball Tournament (Held Jan. 13 – 15 at Exchange Park)
- Promote Spring Youth Sports Registration: Youth Soccer Open until Feb. 18, Girls Recreation Volleyball Open until Feb. 24, Recreation T-Ball Beginning Feb. 1
- Promote Chute Des Cubes Public Art Unveiling Ceremony scheduled for Friday, Jan. 27, 4pm at Admiral Mason Park
- Onboarding of Alpha Elite Youth Recreational League Sponsor Simply Healthcare Plans, Inc.
- Onboarding of Annual Easter Egg Hunt Sponsor Pensacola News Journal
- Begin Parks and Recreation Marketing participation in the 2023 Levin Way Festival scheduled for April 16, 2023
- Submit Marketing Plans for Bloomberg Philanthropies Public Art Grant
- Begin Recreation Summer Hiring Recruitment Campaign
- Promotional Advertisement of Ongoing, Winter Activities and Programs via Radio, Newspaper, Billboard, Magazine, Newsletter, Social Media, Website.

RECREATION UPDATES:

- Youth Basketball is underway at Fricker, Cobb and Woodland Heights Resource Centers. We will begin registration for Youth T-Ball teams at these 3 centers February 1st.
- Sanders Beach Corinne Jones Resource Center and Fricker Resource Center are hosting a new diabetes prevention program with Florida Department of Health. The free year-long program is called RESET and accepts anyone over the age of 18 with risk factors for developing Type-2 Diabetes. A free screening event will be held at SBCJ on January 31st from 12-2pm and at Fricker on February 1st from 10am-12pm.
- Gull Point is hosting their first Valentine’s Parent’s Night Out on Friday, February 10th from 6-9pm. This “date night” will be a win-win for kids and parents because both get to

PARKS AND RECREATION BOARD

DIRECTOR'S REPORT

January 19, 2023

have FUN! Kids ages 5-12 can sign up to enjoy an evening of Valentine's Day crafts, games, a movie and more. Parents get a night off from the kids to spend with each other.

- Mardi Gras time is here and we have celebrations planned for ages 50+ to let the good times roll!
 - o Feb 16th 11am-1pm at Gull Point - Mardi Gras Party & Potluck – Boil up some crawdads, dirty rice, bake a king cake and join us for a classic Mardi Gras potluck.
 - o Feb 20th 11am-1pm at Bayview Senior Center – Party Gras! - End of Mardi Gras celebration with live music, dancing, beads, king cake, and red beans with rice.
- Outdoor Pursuits will offer their very popular Fishing and Archery Day Camp on February 20th for President's Day. Participants will spend the day learning about ethical angling and sharpening their shooting skills at City owned parks and greenspaces.



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Memorandum

File #: 23-00065

Parks and Recreation Board

1/19/2023

SUBJECT:

ATHLETICS PRESENTATION - CHERYL FOX



PLAY **PENSACOLA**™
PARKS & RECREATION

Parks & Recreation Department Athletics



FLORIDA'S FIRST & FUTURE

CITY OF PENSACOLA



Athletics Mission Statement

- To provide exceptional community-based Athletic programs for all ages, by valuing integrity in our actions, providing quality service to all participants, and offering a safe and well maintained playing environment, where our customers can gather for a fun and enjoyable experience.

**It Starts
in ParksSM**

Staff

- Administration
 - Cheryl Fox
 - Athletics Superintendent
 - Alex Odee
 - Athletics Supervisor
- Ball Field Maintenance
 - Mike Singer
 - Ball Fields Operations Manager
 - Keith Coleman
 - Lead Worker
 - Joe Sanders
 - Anthony Abrams
- Vickrey Center
 - Maggie Lochas
 - Athletics Supervisor
 - Justin Paul
 - Program Specialist





Facilities & Parks

- Michael J. DeSorbo Exchange Park
- Legion Field
- Lions Park
- Magee Field
- Roger Scott Athletic Complex
- Terry Wayne East Park
- Bill Gregory Park
- Hitzman Park
- Vickrey Resource Center





PLAY DENNISACOLATM
PARKS & RECREATION

Current Programs

Youth Programs

- Youth Soccer (Pensacola Youth Soccer)
- Youth Basketball (Vickrey Center)
- Youth T-Ball/Baseball (Bill Bond)
- Youth Football/Cheerleading (NEP, Magee, Legion)
- Youth Girl's Volleyball (Vickrey Center)



Youth Tournaments

- Grand Slam Baseball Tournaments
- USSSA Baseball Tournaments
- USSSA Baseball World Series
- USSSA Girl's Softball Tournaments
- USSSA Girl's Softball World Series



Youth Summer Camps

- Chip Boes Basketball Camp
- Girl's Volleyball Camp
- Challenger Soccer Camp
- UWF Soccer Camp
- Panhandle Extreme College Fast Pitch Softball Showcase Camp

Adult Programs

EXCHANGE PARK

- Men's Softball
- Co-Ed Softball
- Co-Ed Kickball
- Ultimate



VICKREY CENTER

- Adult Volleyball Leagues
- Open Gym Volleyball
- Open Gym Pickleball





Adult Tournaments

- Toys 4 Tots Softball Tournament
- Jackson Hobbs Memorial Softball Tournament
- SPA Women's Spring National
- SPA Men's Southern National
- SPA Men's Winter National





Senior Programs

- Senior Games
- Senior Softball League (Exchange Park, Lions Park)
- Pickleball (Vickrey Center)
- Volleyball (Vickrey Center)





Pools & Aquatics

- Roger Scott Pool
 - 2130 Summit Blvd
- Cecil T. Hunter Pool
 - 200 E. Blount St





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00079

Parks and Recreation Board

1/19/2023

SUBJECT:

BUDGET REPORT - KENDRA WEEKLEY

PARKS AND RECREATION
REVENUE AND EXPENDITURE REPORT
Fiscal Year 2023, 1st Quarter
Period 3, December 31, 2022

	Fiscal Yr 2023			Fiscal Yr 2022			Fiscal Yr 2021		
	BUDGET	ACTUAL	PCT RCVD	BUDGET	ACTUAL	PCT RCVD	BUDGET	ACTUAL	PCT RCVD
REVENUES									
Culture & Recreation General Fund	\$ 28,000	\$ 23,462	84%	\$ 28,000	\$ 13,226	47%	\$ 28,000	\$ 5,120	18%
Golf Course Fund	621,700	156,659	25%	534,700	159,070	30%	518,700	159,029	31%
Recreation/Athletic Fund	1,155,100	187,318	16%	1,148,300	142,424	12%	1,161,500	33,881	3%
Tennis Fund	128,800	42,627	33%	128,800	31,250	24%	128,700	34,561	27%
Community Maritime Prk Mgmt Svc Fund	752,300	(321,926)	-43%	782,400	46,350	6%	771,200	45,150	6%
TOTAL REVENUE REPORT	2,685,900	88,139	3%	2,622,200	392,320	15%	2,608,100	277,741	11%
EXPENDITURES									
	BUDGET	ACTUAL (Exp/Enc)	PCT EXP	BUDGET	ACTUAL (Exp/Enc)	PCT EXP	BUDGET	ACTUAL (Exp/Enc)	PCT EXP
Parks and Recreation General Fund	\$ 8,162,568	\$ 2,381,341	29%	\$ 7,796,172	\$ 2,101,048	27%	\$ 7,447,565	\$ 2,041,716	27%
Golf Course Fund	872,600	247,068	28%	810,709	222,834	27%	774,725	187,903	24%
Recreation/Athletic Fund	1,256,900	199,768	16%	1,314,423	219,107	17%	1,219,204	71,204	6%
Tennis Fund	128,800	26,848	21%	137,705	22,280	16%	128,700	15,215	12%
Community Maritime Prk Mgmt Svc Fund ^(a)	960,752	214,609	22%	1,348,550	214,400	16%	1,346,841	203,342	15%
TOTAL EXPENDITURE REPORT	11,381,620	3,069,635	27%	11,407,559	2,779,669	24%	10,917,035	2,519,381	23%

NOTES: COVID effects in FY21

Period percentage: 25%



City of Pensacola

222 West Main Street
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Memorandum

File #: 23-00066

Parks and Recreation Board

1/19/2023

SUBJECT:

DISCUSSION - PARKS AND RECREATION BOARD BYLAWS



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00067

Parks and Recreation Board

1/19/2023

SUBJECT:

CITY OF PENSACOLA ATHLETICS LEASE AGREEMENT

CITY OF PENSACOLA ATHLETIC PARTNER LEASE AGREEMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the “Lease”) is made and entered into to be effective as of the ____ day of _____ 2023, 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 _____ (the “Lessee”), a Florida not-for-profit corporation whose mailing address is 707 E. 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 _____, more particularly described on Exhibit A attached hereto and incorporated by reference and known as _____. Lessor and Lessee mutually agree for Lessor to utilize the _____ (as specified, the “Property”) for conducting the City of Pensacola’s _____ (the “Program”), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other _____ fields designated in writing by Lessor.

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 be for a period of one (1) year commencing upon signature of last signing party. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

4. RENEWAL

Upon written request of the Lessee, this Lease may be extended for an additional year renewal period beyond its initial term. Lessee must notify the Lessor at least one hundred and eighty (180) days prior to the expiration of the initial term if they wish to renew.

5. TERMINATION FOR CONVENIENCE

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

6. LEASE PAYMENTS

Lessee agrees to pay the City of Pensacola \$10 per 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 each season begins.

7. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee. Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to conduct the Program on the Property in a manner that keeps the remainder of _____ available for use by other citizens. Lessee further agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

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. 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 the certification of all concession personnel. 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 or properly disposed of following such use.

8. CONDITIONS OF USE

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

1. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
2. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
3. Provide a copy of the Lessee's certificate of insurance per Exhibit B.
4. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
 - A. Notify the City of Pensacola 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, the name of the injured party, and a brief description of the incident.

5. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of _____ resulting from the Program activities.
6. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
7. 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.
8. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the Lessor.
9. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
10. 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' registration data.

9. 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.

10. CONSTRUCTION AND TITLE TO IMPROVEMENTS

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

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 anytime.

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:

- A. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- B. That the Lessee shall maintain the interior of the Property in good working order and shall not allow 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.
- C. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in exhibit B and cause the City of Pensacola to be named as an additional insured.
- D. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's 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. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use the Property for its intended use, that Lessor has the right to enter into this Lease.

15. 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.

16. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Exhibit B during the term of this Lease or any renewal or extension hereof.

17. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Exhibit B during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Exhibit B during the term of this Lease or any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

18. 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”

- A. 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.
- B. 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.

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

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

- A. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- B. 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 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.

20. 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
City Hall
222 West Main Street
Pensacola, Florida 32502

Lessee:

21. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto.

22. 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.

23. 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.

24. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee.

25. 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.

26. GOVERNING LAW

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

27. VENUE

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

EXECUTED in multiple original copies to become effective upon the last party's signature on this Agreement.

CITY OF PENSACOLA
A municipal corporation, Lessor

By: _____
D.C. Reeves,
Mayor

Attest:

Ericka L. Burnett, City Clerk

Witnesses:

Signature

Print

Signature

Print

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by D.C. Reeves, the Mayor of the City of Pensacola, a municipal corporation, for and on behalf of the City, and who is personally known to me.

GIVEN under my hand and official seal this _____ day of _____, 2022.
NOTARY PUBLIC

Name

[Type or print Name]
My Commission Expires:

Legal in form and valid as drawn:

City Attorney's Office

Attest:

By: _____

President

Secretary

Witnesses:

Signature

Print

Signature

Print

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by the President of _____, a Florida not for profit corporation, for and on behalf of the corporation and who is personally known to me or has produced _____ as identification.

GIVEN under my hand and official seal this _____ day of _____, 2022.

NOTARY PUBLIC

Name

[Type or print Name]

My Commission Expires:

PROPERTY/FIELD
EXHIBIT A

SAMPLE

INSURANCE AND INDEMNIFICATION

EXHIBIT B

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 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 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, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis.

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 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 Contract 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 contract.

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 officers, and employees, from 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 persons employed or utilized by the Lessee in the performance of this contract. 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.