



City of Pensacola

Parks & Recreation Board

Agenda

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

March 17, 2026, 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. 26-380 PARKS & RECREATION BOARD MEETING MINUTES DATED JANUARY 20, 2026

Attachments: Parks & Recreation Board Meeting Minutes 01.20.2026

2. 26-381 PARKS & RECREATION MEETING MINUTES DATED FEBRUARY 17, 2026

Attachments: Parks & Recreation Board Meeting Minutes 02.17.26

OPEN FORUM

CITY COUNCIL ACTION ITEMS

3. 26-379 BILL BOND BASEBALL - STEPHEN CLARKE

Attachments: Youth Sports Organization Memorandum of Understanding

4. 26-272 ALEXANDER STODDART STATUE - NORM HAINES

Attachments: Donation Agreement Heritage Foundation

STAFF REPORTS

DIRECTOR'S REPORT

5. 26-385 DIRECTOR'S REPORT

NEW BUSINESS

OLD BUSINESS

6. 26-386 DIRECTION '25

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

January 20, 2026

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: Renee Borden, Kristin Brown, Daniel Brask, Shirley Lewis-Brown, Suzanne Lewis, Kirwan Price

Members Absent: Micheal Blankenship, Justine Roper Williams

APPROVAL OF MINUTES

1. 25-1621 PARKS & RECREATION BOARD MEETING MINUTES DATED NOVEMBER 18, 2025

A motion was made by Board Member Lewis and seconded by Board Member Lewis-Brown.

The motion by the following vote:

Yes: 6 Renee Borden, Kristin Brown, Shirley Lewis-Brown, Suzanne Lewis, Kirwan Price, Daniel Brask

No: 0 None.

CITY COUNCIL ACTION ITEMS

2. 25-1622 ALEXANDER STODDART STATUE

Board Member Lewis-Brown mentioned the new director of the Parks and Recreation department had been chosen, and Chairperson Borden gave recognition to Tonya Byrd.

Vice-chair Brown inquired if Director Byrd had any new initiatives or priorities that were different from what was already in progress. Director Byrd responded

accordingly.

Director Byrd stated the Alexander Stoddart Statue presentation will be moved to the next month's board meeting.

3. 26-98 AMERICA'S FIRST SETTLEMENT TRAIL

Ross Pristera and Michael Carro approached the board to give a presentation on the America's First Settlement Foundation project.

Board Member Lewis inquired about the minimum donation per brick. Carro responded later by stating the proposed pricing starts at \$150.00. A 8x8 brick is \$300.00 and a 12x12 brick is \$500.00.

Chairperson Borden inquired if there was a reason why this is an independent foundation project and separate from the UWF historic group. Pristera responded accordingly.

Chairperson Borden also inquired if there was a website for the America's First Settlement Foundation. Pristera and Carro responded accordingly.

A discussion ensued.

Vice-chair Brown inquired about the preservation of the brick project after the three-year term. Director Byrd responded accordingly.

A discussion ensued.

Chairperson Borden expressed her reservations about the project and the lease agreement. Carro responded accordingly.

A discussion ensued.

The Parks and Recreation Board approved the America's First Settlement Foundation project lease agreement to be forwarded to city council.

OPEN FORUM

Stanton Cadow, a member of the public, approached the board to discuss concerns about the Pensacola Senior Games.

A discussion ensued.

Board Member Brask inquired if there was a registration fee for the senior games and the pricing. Director Byrd responded accordingly.

Board Member Brask also inquired if the Pensacola Senior Games qualified as a way to move up to state level games. Director Byrd responded accordingly.

A discussion ensued.

Board Member Brown inquired if Parks & Recreation is partnered with Pensacola Sports. Director Byrd responded by stating there is no current partnership.

Another member of the public, Alexis Bridges, approached the board to discuss adding an inclusive playground.

A discussion ensued.

Board Member Brask mentioned the previous efforts to create an environment to include everyone in specific parks and inquired if Bridges believes that would work or if one general all-inclusive park is the way to go. Bridges responded accordingly.

Board Member Lewis suggested working with LeFleur park, where Bridges visited out of state, to receive information on the vendors for the all-inclusive equipment.

Board Member Brask inquired about the funding for the all-inclusive park. Director Byrd responded accordingly.

Board Member Lewis-Brown inquired if there are state ADA funds the department would have access to. Director Byrd responded accordingly.

PUBLIC PRESENTATIONS

None.

STAFF REPORTS

None.

DIRECTOR'S REPORT

4. 26-101 DIRECTOR'S REPORT

Director Byrd gave a brief overview and opened the floor for any questions.

Vice-chair Brown inquired about the 2026 Parks Partnership project. Director Byrd responded accordingly.

Chairperson Borden inquired about the Council on Aging partnership. Director Byrd

responded accordingly.

A discussion ensued.

Board Member Lewis volunteered to meet with the director or anyone on the staff to inquire about how to move from outputs to outcome. Director Byrd responded accordingly.

A discussion ensued.

NEW BUSINESS

None.

OLD BUSINESS

5. 26-99 DIRECTION '25

Vice-chair Brown inquired about the Blake Doyle project. Director Byrd responded accordingly.

A discussion ensued.

Vice-chair Brown also inquired about the community maritime playground. Director Byrd responded accordingly.

Vice-chair Brown inquired about the additional dog waste stations for Sanders Beach Corrine Jones and Bruce Beach. Director Byrd responded accordingly.

OPEN FORUM

None.

CALL FOR AGENDA ITEMS

The Stoddart Statue presentation will be presented during the February board meeting.

A discussion ensued.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 11:35 A.M.



City of Pensacola

PARKS AND RECREATION BOARD

MINUTES

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

February 17, 2026

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: Renee Borden, Kristin Brown, Micheal Blankenship, Kirwan Price

Members Absent: Daniel Brask, Shirley Lewis-Brown, Suzanne Lewis, Alexa Gay, Justine Roper Williams

1. 26-273 SWEARING IN OF NEW BOARD MEMBER

The new board member was not in attendance.

OPEN FORUM

None.

APPROVAL OF MINUTES

2. 26-268 PARKS & RECREATION BOARD MEETING MINUTES DATED JANUARY 20, 2026

Since a quorum was not met at this meeting, the January 20, 2026, meeting minutes will be carried to the March meeting agenda for vote of approval.

CITY COUNCIL ACTION ITEMS

3. 26-274 BILL BOND BASEBALL

Director Byrd stated the President for Bill Bond Baseball, Stephen Clarke, was sick and could not attend the meeting. The presentation will be carried to the March agenda.

4. 26-389 ALEXANDER STODDART STATUE

STAFF REPORTS

5. 26-271 JEREMY STREET - SENIOR PROGRAMS

Jeremy Street, Senior Programs Coordinator, and LaToria English, Fricker Resource Center Supervisor, approached the board to give a presentation on the city's senior programs.

Chairperson Borden inquired about the senior meals provided by Council on Aging. Director Byrd responded by stating she has a meeting scheduled with Council on Aging to discuss the issue.

Board Member Blankenship inquired about senior programs at the Woodland Heights Resource Center. Street responded by stating the Woodland Senior Program is essentially the Cobb Senior Program.

DIRECTOR'S REPORT

6. 26-269 DIRECTOR'S REPORT

Director Byrd gave an overview and opened the floor for any questions.

Board Member Price inquired about the updated park hours. Director Byrd responded by stating there have not yet been any reported issues or complaints.

A discussion ensued.

NEW BUSINESS

Chairperson Borden announced she will not be re-applying to join the board after her current term ends and encouraged members of the community to apply to join.

OLD BUSINESS

7. 26-270 DIRECTION '25

Director Byrd gave an overview and opened the floor for any questions.

Chairperson Borden inquired about the repair/maintenance cycle going forward. Director Byrd responded accordingly.

Chairperson Borden inquired about the person who oversees the landscaping. Director Byrd responded by stating Bill Kimball and his team will continue overseeing the parks, as well as the landscape manager Parks and Recreation has through the partnership with CRA.

Vice-chair Brown inquired about the Master Plan. Director Byrd responded by stating the Master Plan has not been discussed in a while, as the focus has been on Direction '25.

Chairperson Borden inquired about the parks foundation mentioned by the Mayor. Director Byrd responded by stating a conversation has not been had about it yet, but it will be presented before the board prior to being established.

A discussion ensued.

Chairperson Borden inquired if the Donation Policy is posted on the city's website. Director Byrd responded by stating it is supposed to be but will check to confirm.

OPEN FORUM

None.

CALL FOR AGENDA ITEMS

None.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 11:15 A.M.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PENSACOLA
AND
BILL BOND LEAGUE OF PENSACOLA

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this _____ day of _____, 2026 (“**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**”) and **Bill Bond League of Pensacola** (the “**Provider**”), a Florida not-for-profit corporation whose principal address is 2130 Summit Blvd. Roger Scott Athletic Complex, Pensacola, FL.

1. STATEMENT OF PURPOSE

The City owns certain real property having a postal address of 2130 Summit Blvd. Roger Scott Athletic Complex, Pensacola, FL, 32503, known as **Roger Scott Baseball Field** (the “**Property**”). The City and the Provider mutually agree for the Provider to utilize the Property for conducting a youth baseball program (the “**Program**”) for the purpose of promoting positive physical, mental, and social development of participating players.

2. TERM

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

3. TERMINATION FOR CONVENIENCE

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

4. MOU PAYMENTS

The Provider agrees to pay the City of Pensacola \$10 per participating child per season. The Provider 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. The Provider may assign a number to each participating child or provide first names only in lieu of providing first and last name of each participating child on such roster. The fee is subject to annual review by the City and may increase no more than \$5 per participating child, per season within the first two years. Notice of such fee increases shall be provided by the City to the Provider a minimum of one hundred and twenty (120) days prior to the start of the season for which the City requests the increase.

5. USE OF PREMISES

The Property shall be used by the Provider 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 City in writing prior to that use by the Provider. The Provider 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.

The Provider agrees to seek and obtain prior written approval from the City before undertaking any activity on or near the Property that may adversely affect the adjacent residential or commercial property.

- a. **CONCESSIONS:** The Provider may maintain concession activity or contract with concessionaires for food and drink during the Program. The Provider and its concessionaires must comply with all applicable ordinances and health regulations and rules and regulations from the City as may exist from time to time. The City is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The Provider is responsible for ensuring all concession personnel are compliant 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. The Provider 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. The Provider agrees not to host any camps or clinics during rest periods without prior written permission from the City. Additional maintenance performed by the Provider shall be done only with express written consent by the City and is considered optional and not reimbursable by the City.
- c. **PROHIBITED ACTIVITIES:** The Provider 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.

6. **CONDITIONS OF USE**

The Provider's rights under this MOU are expressly contingent upon satisfaction of the following conditions:

1. Within thirty (30) days after commencing the Program at or about the Property, the Provider shall deliver to the City a list of all staff, coaches, 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 memorandum stating that all listed Personnel have passed a Level 2 background screening completed within the 12-month period immediately preceding delivery 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. The Provider 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.

2. Within thirty (30) days after commencing the Program each season at or about the Property, the Provider shall provide the number of total youths participating in the Program for that season. Additionally, the Provider shall indicate how many youths participating in the Program are receiving financial assistance (or scholarships) from the Provider each season.
3. Prior to commencing the Program at or about the Property, the Provider shall provide a copy of Provider's certificate of insurance. In accordance with Attachment "B" to this MOU, the certificate of insurance shall name the City as an additional insured.
4. On or before the Effective Date, the Provider shall deliver to the City fully-executed and current copies of the Provider's operating agreement, by-laws (and any other organizational governing documents), and standard operating procedures, along with all amendments and supplements thereto.
5. On or before the Effective Date, the Provider shall deliver to City any existing written disciplinary guidelines for Program participants, parents, and event attendees.
6. The Provider 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.
7. The Provider 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.
8. Prior to commencing the Program at or about the Property, the Provider 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 MOU 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.

9. The Provider agrees to attend and participate in an annual meeting held with appropriate personnel of both the City (Parks & Recreation Director, Athletic Manager, etc.) and the Provider (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
10. The Provider must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide the same to the City.
11. Proof from marketing materials that the Provider 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.
12. Provide the number of City residents that registered for the activity during the two (2) week advance registration period described above.

7. REQUIRED FINANCIAL INFORMATION

The Provider shall furnish to City the following information:

1. Prior to City execution of this MOU, the Provider shall furnish to City a copy of the Provider's IRS Form 990 returns together with schedules and any extensions filed in connection therewith, for the immediately preceding three years.
2. Prior to City execution of this MOU, the Provider shall furnish to City a copy of the Provider's financial statements and a statement of profit and loss for the immediately preceding three years. Such submissions shall be consistent with Section 9 below.
3. As soon as available upon request by City, and in no event less than annually, the Provider shall furnish to City the Provider's IRS Form 990, and if requested, financial statements and a statement of profit and loss. Such submissions shall be consistent with Section 9 below.

8. FORM OF FINANCIAL STATEMENTS

All financial statements, reports and other materials to be furnished to City in accordance with paragraph 8 shall be in form and detail satisfactory to City acting reasonably. The Provider will prepare and maintain its financial documents, records, statements and reports in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding fiscal or calendar year, as applicable. All financial statements and financial information submitted to City in accordance with this MOU shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships or limited liability companies, of which the Provider has an ownership interest and (ii) any entities of which the Provider does not have an ownership interest, but for which the Provider is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to City via electronic means, including, without limitation, by facsimile, open internet

communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files (“TIFF”) or Portable Document Format (“PDF”) shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. City may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records. Delivery of financial statements or information can be satisfied by delivery of data from QuickBooks in form requested by City.

9. REQUIRED ANNUAL REPORTING

The Provider agrees to appear before the Parks and Recreation Board at least annually, or at any time upon reasonable prior notice by the City and submit a presentation on the required financial information listed in paragraph 8. The Provider additionally agrees to submit to questioning by the City on any financial information presented.

10. BOOKS AND RECORDS; INSPECTION RIGHTS

The Provider will keep proper books, records and accounts in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. The City reserves the right to conduct an audit of the Provider's financial activities as it relates to this MOU at any time upon thirty (30) days written notice to the Provider by the City. The Provider shall fully cooperate and make available to City its relevant financial records in order for the City, or its auditors, to complete its audit.

11. PROVIDER’S ACKNOWLEDGEMENTS AND REPRESENTATIONS

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

12. CONDITION OF PREMISES

The Provider hereby acknowledges and agrees that City provides the Property and the Provider 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 MOU. The Provider 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 MOU. 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 the Provider for any loss, damage, or expense incurred by the Provider 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.

13. SIGNS

The Provider agrees that no signs, logos, or advertising displays shall be painted on or erected in any manner upon the Property (including on any fencing) without the prior written approval of the Parks and Recreation Director or his/her designee.

14. IMPROVEMENTS

The Provider shall not make any improvements to the Property without prior written permission from the City.

15. INSPECTION AND ACCESS TO PROPERTY

During the term of the MOU and any renewal or extension thereof, the Provider shall permit the representatives of the City access to the Property at any time, including without notice.

16. COVENANTS AND RESTRICTIONS

The City and the Provider agree that the following restrictions shall be binding on the Provider and any authorized sublessees to whom the City has consented:

1. That the Property shall be devoted only to the uses specified in this MOU or as approved in writing by the City.
2. That the Provider 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 City upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 6(6.) above.
3. That the Provider 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. The Provider is responsible for the repair of any and all damage caused by the Provider or the Provider's Program or related activities.

17. NO MORTGAGES OR ENCUMBRANCES

The Provider shall not mortgage, encumber, or allow any liens to be placed against the Property.

18. USE IS NOT EXCLUSIVE

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

19. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF THE CITY

The Provider 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 MOU (including any amendments hereto) by the Provider, its employees, volunteers, agents, representatives, or subcontractors; or
- (ii) The failure of the Provider, its employees, volunteers, agents, representatives or subcontractors to comply and conform with applicable laws;
- (iii) Any negligent act or omission of the Provider, its employees, volunteers, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Provider, 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 Provider, its employees, volunteers, agents, representatives, or subcontractors; or
- (v) The Provider’s failure to maintain, preserve, retain, produce, or protect records in accordance with this MOU 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 Provider pursuant to this MOU or otherwise obtained by the Provider and the provisions of this paragraph survive the termination of this MOU with respect to any claims or liability arising in connection with any event occurring prior to such termination. Nothing contained in this MOU shall be construed as a waiver of the City’s sovereign immunity or limitations promulgated under Florida Statute 768.28.

20. INSURANCE REQUIRED

Attachment “B” is hereby incorporated into this MOU by this reference. The Provider shall maintain insurance and provide the City with certificates in accordance with Attachment “B” prior to the commencement of the Program and during the life of the MOU as may be applicable under the circumstances. The City shall have the right to make reasonable increases to the minimum required limits of liability on Attachment “B”

during any renewal or extension hereof. The Provider shall be responsible for all deductibles and self-insured retentions under its insurance policies.

21. PUBLIC RECORDS

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

22. E-VERIFY

In compliance with the provisions of F.S. 448.095, the parties to this MOU and any subcontractors engaged in the performance of this MOU 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.

23. 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 MOU.

24. NO DISCRIMINATION

The Provider 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 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 Provider nor any contractor or manager employed by the Provider 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 Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Provider setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.
2. The Provider 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 the Provider, 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.

25. ENFORCEMENT OF MOU, FORFEITURE, DEFAULT, REMEDIES, NONWAIVER

The City may enforce the performance of this MOU in any manner provided by law, and the Provider shall be in default under the terms of this MOU upon the following events:

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

The City shall provide to the Provider in writing its intention to terminate this MOU within 15 days in the event of default. The failure of the City to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this MOU, or to exercise any option set forth in this MOU, 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.

26. NOTICES

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

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

Provider: Northeast Pensacola Wildcats.
Attn: Stephen Clark
PO Box 10869
Pensacola FL 32524
secretary@billbond.org

27. AMENDMENT

This MOU may not be altered, changed, or amended except by an instrument in writing, signed by both the City and the Provider.

28. SEVERABILITY

If any provisions of this MOU 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 MOU shall continue in full force and effect.

29. PARAGRAPH HEADINGS

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

30. ENTIRE AGREEMENT

This instrument constitutes the entire MOU between City and the Provider.

31. WAIVER

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

32. GOVERNING LAW

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

33. VENUE

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed in multiple

original copies to become effective upon the last party's signature on this MOU.

BILL BOND LEAGUE OF PENSACOLA.

CITY OF PENSACOLA, FLORIDA

Stephen Clark, 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:

Tonya Byrd, 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 MOU term and following the completion of the MOU if Contractor does not transfer the records to the City.
- D.** Upon completion of the MOU, 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 MOU, 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 MOU, 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 MOU, 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 Provider 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 the Provider qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

The Provider 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 MOU. 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 Provider 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 subject 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

The Provider 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 MOU shall be listed. If required by the City, the Provider shall furnish copies of the Provider'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 Provider 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 Provider shall, upon instructions of the City, cease all operations under the MOU until directed by the City in writing, to resume operations.

INSURANCE OF THE PROVIDER PRIMARY

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

LOSS CONTROL AND SAFETY

The Provider 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 Provider shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Provider for the protection of all persons, including employees and property. The Provider shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Provider 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 Provider and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Provider's contractors, subcontractors, or vendors utilized by the Provider in the performance of this MOU. The Provider'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 Provider 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 MOU 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 MOU. Venue for any claim, actions or proceedings arising out of this MOU 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: _____

DONATION AGREEMENT BY AND BETWEEN
THE PENSACOLA HERITAGE FOUNDATION, INC.

AND

THE CITY OF PENSACOLA

This Donation Agreement (the “**Agreement**”) is dated and effective as of this _____ day of January, 2026 (“**Effective Date**”), and is by and between **THE PENSACOLA HERITAGE FOUNDATION, INC.**, a Florida not for profit corporation, located at 1201 N. 9th Avenue, Pensacola, Florida 32501 (the “**Donor**”), and **THE CITY OF PENSACOLA**, a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502 (the “**City**”) (the City and Donor collectively referred to hereinafter as the “**Parties**”).

WITNESSETH:

WHEREAS, the Donor is the owner of a certain statue entitled the **Alexander Stoddart Statue** (the “**Statue**”); and

WHEREAS, the Donor desires to donate the Statue to the City, subject to the terms and conditions of this Agreement, and the City desires to accept such donation subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the forgoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Donor and the City do hereby covenant and agree as follows:

ARTICLE ONE – DONATION AND CONVEYANCE

1.1 **DONATION OF THE STATUE**. Subject to the terms of this Agreement, the Donor agrees to donate and convey to the City, and the City agrees to accept the following Statue:

A life-size bronze statute of Alexander Stoddart walking his St. Bernard dog and tipping his hat, that is approximately **ENTER DIMENSIONS HERE** and created by sculptor Randy New (the “**Sculptor**”), as depicted and more particularly described in **Exhibit A** attached hereto.

1.2 **DONOR REPRESENTATIONS**. Donor represents that Donor is the sole owner of the Statue, owns all intellectual property rights and copyright, and all rights of any kind in and to the Statue, that no one other than Donor, including the Sculptor of the Statue, has any rights in the

Statue, and that Donor has full power and ability to transfer all ownership and rights in the Statue to the City pursuant to the terms of this Agreement.

1.3 **CITY REPRESENTATIONS.** The City has the right, power and authority to enter into this Agreement, and to accept the Statue from the Donor and to perform the obligations set forth in this Agreement. Furthermore, the persons signing this Agreement possess the authority to execute such documents on behalf of the City.

ARTICLE TWO –TRANSPORTATION, DELIVERY AND INSTALLATION

2.1 **LOCATION.** Donor and the City agree that the Statue will be located at the small plot of land in front of the Bayview Community Center. The location of the Statue is depicted and more particularly described in **Exhibit B** attached hereto. At any time prior to installation, the City reserves the sole discretion to change the location of the Statue. The Donor shall be responsible for any cost associated with such change in location prior to installation.

2.2 **TRANSPORTATION AND DELIVERY.** Upon delivery and installation of the Statue, all ownership and rights in the Statue transfer to the City. Donor shall be solely responsible for the transportation and delivery of the Statue upon full execution of this Agreement. The Donor shall arrange for a delivery date that is mutually agreeable to the City. The Statue shall be transported to and unloaded by the Donor at Bayview Community Center, at the Donor's sole expense and without cost to the City. Donor shall be solely responsible for any damage or loss to the Statue upon transportation and delivery.

2.3 **INSTALLATION.** The Donor, in coordination with the City, is responsible for installation of any necessary foundation for the Statue and responsible for installation of the Statue in accordance with applicable law. The Donor shall be solely responsible for all labor and material costs associated with installing and securing the Statue and its foundation. The Donor is responsible for obtaining all required licenses, permits, and approvals from the City and any other applicable governmental authority prior to installation. The Donor shall be solely responsible for any damage or loss of the Statue or to City property upon installation of the Statue, including any damage to surrounding landscaping. In the event that the Statue or City property, including surrounding landscaping, is damaged upon installation, the Donor has fourteen (14) days to make any and all repairs.

2.4 **RELOCATION.** The City, in its sole discretion, shall have the right to relocate the Statue from the initial installation site(s) for any reason.

ARTICLE THREE – ONGOING MAINTENANCE, REMOVAL AND DISPOSAL

3.1 **MAINTENANCE PLAN AND FUNDING.** In the event that the Statue or its foundation requires any maintenance, the City shall notify the Donor with a maintenance request. The Donor agrees to fund a maintenance account for the Statue with funds sufficient to conduct routine and

special maintenance over the lifespan of the Statue, including funds to repair the Statue in the event of vandalism. When the City submits a maintenance request to the Donor, the Donor has thirty (30) days to complete the requested maintenance or, in the event that maintenance will require more than thirty (30) days to complete, will provide the City with a detailed timeline of expected maintenance within thirty (30) days of the City's maintenance request. If the City contacts the Donor regarding maintenance and the Donor either refuses to provide maintenance funds or lacks sufficient funds for maintenance, or the Donor fails to respond to the City's request within thirty (30) days, the City, at its sole discretion, may fund the maintenance itself or choose to remove, relocate, or dispose of the Statue.

3.2 **REMOVAL AND DISPOSAL.** Upon execution of this Agreement, the City, in its sole discretion, has the right to temporarily or permanently remove or dispose of the Statue at any time, regardless of maintenance status. In the event the City chooses to permanently remove or dispose of the Statue, the Donor will be notified in writing thirty (30) days in advance, unless the Statue poses a risk to public safety. The Donor shall have the first right to reclaim the Statue upon the City's permanent removal of the Statue from City property. The Donor shall notify the City in writing within thirty (30) days of its desire to reclaim the Statue and shall have thirty (30) additional days to remove the Statue from City property. If the Donor reclaims the Statue, the cost of removal and transportation shall be at the Donor's sole expense. If the Donor does not reclaim the Statue or fails to remove the Statue within thirty (30) days of Donor's written intent to reclaim, the City shall have the right to remove the Statue. If the City determines that the Statue poses a risk to public safety, the City has the right to remove the Statue immediately without providing the Donor the opportunity to reclaim prior to removal.

ARTICLE FOUR – INSURANCE & INDEMNIFICATION

4.1 **INSURANCE.** Prior to the Donor or any subcontractor transporting, delivering or installing the Statue pursuant to this Agreement, and prior to the Donor conducting any maintenance to the Statue on City property, the Donor shall provide proof of insurance in conformance with **Attachment B**, which is incorporated into this Agreement by this reference.

4.2 **INDEMNIFICATION AND HOLD HARMLESS.** The Donor 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 Donor, its employees, volunteers, agents, representatives, or subcontractors; or

- (ii) The failure of the Donor, its employees, volunteers, agents, representatives or subcontractors to comply and conform with applicable laws;
- (iii) Any negligent act or omission of the Donor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Donor, 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 Donor, its employees, volunteers, agents, representatives, or subcontractors; or
- (v) The Donor'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); or
- (vi) Any claim by any third party premised on a claim that the third party has any interest or right of any kind in the Statue.

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Donor pursuant to this Agreement or otherwise obtained by the Donor 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.

ARTICLE FIVE – DEFAULT OR TERMINATION

5.1 **DONOR DEFAULT.** In the event that the Donor fail to perform any of their obligations under this Agreement for any reason other than the City's default, the City shall be entitled, following written notice to the Donor and thirty (30) days during which period the Donor may cure the default, to (a) elect to terminate this Agreement by written notice to the Donor, in which event the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); or (b) waive the applicable default and continue this Agreement.

ARTICLE SIX - MISCELLANEOUS

6.1 **ENTIRE AGREEMENT; COUNTERPARTS; AMENDMENTS.** This Agreement constitutes the entire agreement between the Donor and the City with respect to the donation contemplated herein, and it supersedes all prior understandings or agreements between the Donor and the City. This Agreement may be executed in one or more duplicate original counterparts, each of which shall be effective as and shall constitute an original document binding upon the party or parties signing the same.

6.2 **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Donor and the City hereto, and their respective heirs, devisees, personal representatives, successors and assigns.

6.3 **WAIVER; MODIFICATION.** Failure by the Donor or the City to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

6.4 **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.** This Agreement shall be governed by, and construed under, the laws of the State of Florida. Any claim, action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in Escambia County, State of Florida, and each of the parties hereto hereby consents to the jurisdiction of such court and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such claim, action, suit, or proceeding in any such court or that any such claim, action, suit, or proceeding that is brought in any such court has been brought in an inconvenient forum. The parties hereto waive trial by jury in any action, proceeding or counterclaim arising out of this Agreement.

6.5 **EFFECT OF HEADINGS.** The title of this Agreement and the subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

6.6 **FLORIDA PUBLIC RECORDS ACT.** The parties acknowledge, understand and agree that this Agreement, all associated documents, and all written and electronic communications between the parties are subject to public disclosure pursuant to Chapter 119, Florida Statutes ("Florida Public Records Act.") The Donor acknowledges that if the Donor is a "contractor" as defined in F.S. 119.0701(1)(a), the Donor shall comply with all applicable public records law, and specifically with the requirements listed in **Attachment A**.

6.7 **SOVEREIGN IMMUNITY.** Nothing herein is intended to serve as a waiver of the City's sovereign immunity to which sovereign immunity applies, nor as a waiver of any applicable limitation on the City's liability for monetary damages as provided by the laws and/or Constitution of the State of Florida.

6.8 **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.

6.9 **NOTICES.** All notices which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered or made, as the case may be

(notwithstanding lack of actual receipt by the addressee), (a) when delivered by personal delivery, (b) one business day after having been deposited with an expedited, overnight courier service, or (c) when delivered by electronic mail, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

If to Donor: Pensacola Heritage Foundation, Inc.
1201 N. 9th Avenue
Pensacola, Florida 32501
Attn:
Email:

With a copy to:

If to City: City of Pensacola
222 West Main Street
Pensacola, Florida 32502
Attn: Tonya Byrd, Parks & Recreation Director
Email: tbyrd@cityofpensacola.com

With a copy to: City of Pensacola
222 West Main Street
Pensacola, Florida 32502
Attn: Adam Cobb, City Attorney
Email: acobb@cityofpensacola.com

[A separate signature page follows.]

IN WITNESS WHEREOF, the Donor and the City have executed this Agreement as of the Effective Date.

PENSACOLA HERITAGE FOUNDATION

CITY OF PENSACOLA, FLORIDA

Printed Name

D.C. Reeves, Mayor

Signature

Date

Title

Date

Attest:

Ericka Burnett, City Clerk

Date

Approved as to substance:

Department Director

Date

Legal in form and valid as drawn:

Grace Parola, Assistant 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 Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D. Upon completion of the Contract, 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 Contract, 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 Contract, 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 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

State of Florida

ATTACHMENT “B”
INSURANCE AND INDEMNIFICATION

GENERAL

Before transporting, delivering, or installing the Statue, and before conducting any maintenance or work on the Statue and until termination of work for, or on behalf of the City, the Donor shall provide proof of insurance of the types and limits specified.

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 Donor or its subcontractor 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. Donor may provide a workers’ compensation exemption certificate issued by the Florida Division of Workers Compensation to satisfy this requirement.

Commercial General and Umbrella Liability Coverages

The Donor or its subcontractor 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 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, and per accident, for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Donor or its subcontractor 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 contractors,

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

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an 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. If required by the City, the Donor shall furnish copies of the Donor'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 Donor 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 Donor 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 DONOR PRIMARY

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

LOSS CONTROL AND SAFETY

The Donor shall retain control over its employees, agents, servants, and subcontractors, 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 Donor shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Donor for the protection of all persons, including employees and property. The Donor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Donor shall indemnify and hold harmless the City of Pensacola, its 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 Donor and persons employed or utilized by the Donor in the performance of this Agreement. The Donor'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 Donor 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 Agreement 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 Agreement. Venue for any claim, actions or proceedings arising out of this Agreement shall be Escambia County, 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 #: 26-386

Parks and Recreation Board

3/17/2026

DISCUSSION

SUBJECT:

DIRECTION '25

ATTACHMENTS:

None