



City of Pensacola

Parks & Recreation Board

Agenda

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

June 16, 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

OPEN FORUM

APPROVAL OF MINUTES

1. 26-697 PARKS AND RECREATION BOARD MEETING MINUTES DATED MAY 19, 2026

Attachments: Parks & Recreation Board Meeting Minutes 05.19.26

CITY COUNCIL ACTION ITEMS

2. 26-692 PENSACOLA SINGS

Attachments: Memorandum of Understanding - Pensacola Sings

3. 26-303 NORTHEAST PENSACOLA WILDCATS - MICHAEL BLANKENSHIP & DEUNDRE ATKINS

Attachments: NEP ROGER SCOTT FOOTBALL FIELD MOU

4. 26-304 EAST PENSACOLA STUDENT ATHLETE PROGRAM — DEATHERA HOUSE & LAWANNA HAMILTON

*Attachments: EPSAP BASEBALL FIELD MOU
EPSAP MAGEE FIELD MOU*

5. 26-691 SOUTHERN YOUTH SPORTS ASSOCIATION — LUMON MAY & RAY PALMER

Attachments: SYSA LEGION FIELD MOU

STAFF REPORTS

DIRECTOR'S REPORT

6. 26-696 DIRECTOR'S REPORT

Attachments: June 2026 Parks Pulse

NEW BUSINESS

**7. 26-694 TIPPIN PARK AND GRANADA SUBDIVISION PARK MEMO
WORKSHOP**

OLD BUSINESS

8. 26-695 DIRECTION '25

*Attachments: Direction '25
Unfunded List*

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

May 19, 2026

10:00 AM

Hagler-Mason, 2nd Floor

CALL TO ORDER

Chairperson Price called the board meeting to order at 10:00 AM.

ROLL CALL

Members Present: Michael Blankenship, Daniel Brask, Kristin Brown, Shirley Lewis-Brown, Suzanne Lewis, Michael Osley, Ray Palmer, Kirwan Price

Members Absent: None.

OPEN FORUM

Sherri Myers, a member of the public, approached the board but decided to reserve her remarks for the second open forum.

APPROVAL OF MINUTES

1. 26-547 PARKS AND RECREATION BOARD MEETING MINUTES DATED MARCH 17, 2026

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

Yes: 6 Michael Blankenship, Daniel Brask, Kristin Brown, Suzanne Lewis, Michael Osley, Kirwan Price

No: 0 None.

2. 26-605 PARKS & RECREATION BOARD MEETING MINUTES DATED APRIL 21, 2026

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

Yes: 6 Michael Blankenship, Daniel Brask, Kristin Brown, Suzanne Lewis, Michael Osley, Kirwan Price

No: 0 None.

CITY COUNCIL ACTION ITEMS

3. 26-384 PENSACOLA SINGS - MIGUEL ALDAHONDO

Miguel Aldahondo, Director of Community Programs for Pensacola Children's Chorus, and Alex Gartner, Artistic and Executive Director, approached the board and gave a presentation.

Board Member Lewis inquired about the major source of funding. Gartner responded by stating the program is solely funded by the city.

Board Member Lewis-Brown inquired about how the program is reaching out to the disabled citizens at ARC Gateway to make sure they feel included. Gartner responded by stating the program does not have a specific outreach with ARC but has a partnership with the ARC organization and mentioned they are very aware of the Pensacola Sings program.

Chairperson Price inquired about if the children were paying any registration fees. Gartner confirmed that the participants do not pay any fees.

Chairperson Price inquired about the cost per child that was mentioned in the presentation. Gartner responded by stating those numbers are what it costs the city for the program.

A discussion ensued.

Board Member Palmer inquired about if Pensacola Sings hands out flyers. Aldahondo responded by stating the flyers are primarily at the participating locations.

STAFF REPORTS

None.

DIRECTOR'S REPORT

4. 26-568 DIRECTOR'S REPORT

Parks & Recreation Director Tonya Byrd gave an overview of the Parks' Pulse and opened the floor for any questions.

Board Member Lewis-Brown inquired if Hunter Pool would be open by the end of the school year. Director Byrd responded by stating that it is correct, and the pool will stay open until Labor Day weekend.

NEW BUSINESS

Chairperson Price spoke about the responsibilities of the Parks & Recreation Board and the importance of the members' attendance at the meetings.

Chairperson Price mentioned Tippin Park and Granada Subdivision Park and inquired how they could be workshopped. Director Byrd responded accordingly.

A discussion ensued.

Chairperson Price inquired about what city council would want in a way of a proposal when the board presents it. Director Byrd responded by recommending the board write a memo that could be presented at a future meeting before September, when the budget is due.

A discussion ensued.

Board Member Lewis-Brown inquired about parking at the Woodland Heights Resource center. Director Byrd responded by explaining the process that has been taken so far, and suggested the parking at Woodland Heights be added to the unfunded list due to the cost.

Board Member Brown inquired about the results of the feasibility study. Director Byrd responded by stating that 11–14 spaces could be added for street parking, but there is hesitation due to safety reasons.

Board Member Blankeship inquired about whether the basketball courts would have to be removed. Director Byrd responded by stating that there are no plans to take away the basketball courts.

Sherri Myers, a member of the public, approached the board to join the discussion on Tippin Park.

A discussion ensued.

OLD BUSINESS

Chairperson Price requested approval from the board to ask council members what their rationale was for voting against the approval of the Alexander Stoddart statue.

5. 26-569 DIRECTION '25

Director Byrd opened the floor for any questions.

Board Member Lewis inquired about Bay Bluffs updates. Director Byrd responded accordingly.

Board Member Osley inquired about Hollice T. Williams Park updates. Director Byrd responded accordingly.

OPEN FORUM

None.

CALL FOR AGENDA ITEMS

None.

ADJOURNMENT

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF PENSACOLA (PARKS AND RECREATION DEPARTMENT) AND
PENSACOLA CHILDREN’S CHORUS, INC.**

This Memorandum of Understanding (“MOU”) is made and entered into this _____ day of _____, 2026 (**“Effective Date”**), by and between the City of Pensacola through its Parks and Recreation Department (the **“City”**), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and the Pensacola Children’s Chorus, Inc. (the **“Provider”**), a Florida not-for-profit corporation, located at 48 E. Chase St, Pensacola, Florida 32502 (the City and Activity Program Provider collectively referred to hereinafter as the **“Parties”**).

WITNESSETH

WHEREAS, the City is committed to providing space for youth services programs that will benefit and enrich children in the community; and

WHEREAS, the Provider is a non-profit, community-based program for children and families; and

WHEREAS, the City owns property located at 111 Berkley Drive, Pensacola, FL 32503, known as the Woodland Heights Resource Center (**“Facility One”**); and

WHEREAS, the City owns property located at 900 N F Street, Pensacola, FL 32501, known as the Fricker Resource Center (**“Facility Two”**); and

WHEREAS, the City owns property located at 7000 Spanish Trail, Pensacola, FL 32504, known as the Gull Point Resource Center (**“Facility Three”**) (Facility One, Facility Two, and Facility Three collectively referred to hereinafter as the **“Facilities”**); and

WHEREAS, the Parties desire to collaborate to offer a chorus program, titled “Pensacola Sings” (the **“Program”**), and

WHEREAS, the Parties desire to enter into this MOU to memorialize and establish the specific responsibilities of both Parties for offering the Program at the Facilities.

NOW, THEREFORE, in consideration of the mutual terms and conditions, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree as follows:

SECTION 1 PROVIDER RESPONSIBILITIES

1.1 Maintenance of Appropriate Programming. The Provider will provide a community-based arts education program for youth that teaches music and performance skills at each of the Facilities in three ten-week sessions. The Provider agrees to provide staffing and equipment necessary to operate an effective, quality program.

1.2 Participants. The Provider will ensure all Program participants are between the ages of five (5) and eighteen (18). The Provider will maintain a minimum of ten (10) participants at each location for each session. The Provider agrees to promptly notify the City if registration is below ten (10) participants at any of the Facilities. If there are less than ten (10) participants registered at any given Facility, written approval must be provided by the City to continue the Program at the Facility with less than ten (10) registered participants.

1.3 Program Location. The Program will be held at the Facilities and at any other community resource center as identified by the City. Any requests for additional facility use must be made in writing a minimum of ten (10) working days prior to the Program session.

1.4 Facility Use & Maintenance. The Provider will adhere to the Facilities' and park rules, hours and closures during severe weather, due to repairs, or holidays and will ensure that all facilities used for the programming and activities are left clean and litter free in the same or better condition than as they were found. The Provider agrees to pay for any requested Facility maintenance which occurs outside the normal weekday operating hours for City custodial staff or park maintenance staff.

1.5 Personnel Requirements. The Provider will provide adequate staffing to operate a quality Program. Prior to commencing any Program session, the Provider shall deliver to the City a list of all staff, including volunteers and board members (collectively, "**Personnel**"), and such list will include, at a minimum: (1) the full name and contact information for all Personnel, (ii) a memorandum stating that all listed Personnel have passed a Level 2 background screening check completed within the 12-month period immediately preceding delivery. The Provider will deliver to the City updated lists 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 request by the City. The Provider is responsible for notifying the City if any staff, volunteers or board members become ineligible to work with children under Florida Statutes.

1.6 Production of Required Financial Information. Prior to the City's execution of this MOU, the Provider shall furnish to the City the following information: (1) a copy of the Provider's IRS Form 990 return together with schedules and any extensions filed in

connection therewith, for the immediately preceding three years, (2) a copy of the Provider's financial statements and a statement of profit and loss for the immediately preceding three years, (3) an itemized budget, (4) a cost/benefit analysis with itemized burden of cost within 14 days after each Program session has ended. All financial statements, reports and other materials to be furnished to the City in accordance with this section shall be in form and detail satisfactory to the 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 the City in accordance with this MOU shall include detailed information regarding (i) any entities, such as corporations, partnerships or LLCs, of which the Provider has an ownership interest, and (ii) any entities of which the Provider does not have 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 the 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 Provider. Delivery of financial statements or information can be satisfied by delivery of data from QuickBooks in form requested by the City.

1.7 Production of Miscellaneous Required Documents. The Provider agrees to provide the City with the following at least ten (10) days prior to the start of the Program at any of the Facilities: (1) any written disciplinary guidelines for participants prior to the start of any Program session, (2) the schedule of all Provider board meetings and at least forty-eight (48) hours' notice to the City of any board meeting not included on the original schedule (3) upon request, board meeting minutes to the City, within fourteen (14) days of the occurrence of such board meeting, (4) a copy of the Provider's most updated by-laws, constitution, and standard operating procedures.

1.8 Recognition of City Partnership. The Provider must recognize the City as a partner in all Provider Programs located at the Facilities and include the City's Parks and Recreation Department logo on all publications, flyers and promotional materials that relate to the Program.

1.9 Program Marketing. The Provider agrees to provide a marketing plan, which acknowledges the City's partnership in providing the Program, for review by the City's Parks

and Recreation Marketing Coordinator a minimum of sixty (60) days prior to the Provider promoting the Program. To be eligible for promotion in the City's quarterly program guide and on the Play Pensacola website, the Provider must provide Program session information sixty (6) days prior to the Program to the City's Parks and Recreation Marketing Coordinator.

1.10 Notification of Accidents and Incidents. The Provider shall notify the City in writing no later than 12:00pm on the next business day after any accidents/incidents that require medical attention or when public safety personnel were called to assist the Provider at any of the Facilities. The notification shall include the date of the incident, the name of the injured party and any witnesses, and a brief description of the incident. Additionally, the Provider shall notify the City in writing under the same conditions if there is any damage done to a City Facility or City Property.

1.11 Maintenance of Records and Accounts. 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 (3) days written notice to the Provider. The Provider shall fully cooperate and make available to the City its relevant financial records in order for the City, or its auditors, to complete its audit.

1.12 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 or occupancy of the Facilities, or in the operation of the Program.

SECTION 2 CITY'S RESPONSIBILITIES

2.1 Provision of Facilities. The City agrees to provide each of the Facilities for the Provider's Program. However, as continuous growth may impact the City's ability to offer additional space, growth of the Program must be managed and coordinated with the City.

2.2 Program Marketing. The City agrees to promote the Program in the City's quarterly program guide and on the Play Pensacola website. However, to be eligible for promotion in the City's quarterly program guide and on the Play Pensacola website, the Provider must provide Program session information sixty (6) days prior to the Program to the City's Parks and Recreation Marketing Coordinator. Any additional requests for informative advertisements of the Program must be approved, in advance, by the City.

2.3 Facility Inspection and Maintenance. The City agrees to inspect all City owned Facilities annually and provide routine maintenance as the City sees fit.

2.4 Program Reimbursement. In exchange for the Program administered by the Provider, the City agrees to provide monthly support payments to the Provider in an amount not to exceed \$22,000 per year, payable upon the receipt of invoices which must be in a form acceptable to the City. Failure by the Provider to comply with the terms or conditions of this MOU may result in non-payment of the invoices submitted by Provider to the City.

SECTION 3 INSURANCE AND INDEMNIFICATION

3.1 Insurance. Prior to the start of any Program session, the Provider must provide proof of commercial general liability insurance with a minimum liability limit of \$1,000,000 per occurrence and in the aggregate. The City of Pensacola must also be listed as an “additional insured” on the policy. Certificate holder shall read: City of Pensacola; c/o Parks and Recreation Department, P.O. Box 12910, Pensacola, FL 32521 or to the City of Pensacola, c/o Parks and Recreation Department, 222 West Main Street, Pensacola, Florida 32503.

3.2 Indemnification. The Provider agrees to add the City of Pensacola as a release or held harmless in any Hold Harmless Agreement included as part of the activity participation and to provide to the City upon request. The Provider agrees to fully indemnify, defend and hold harmless the City of Pensacola, its officers, agents, employees and volunteers from and against all actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the city of Pensacola’s staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “**Liabilities**”), to which any or all of them may be subjected, to the extent such Liability are caused by or result from any negligent act or omission or willful misconduct of Provider in connection with its use of the Facility. This includes any damage to, or theft of, Provider property stored or left on City property. This shall be a continuing release and shall remain in effect until revoked in writing.

SECTION 4 MISCELLANEOUS PROVISIONS

4.1 Condition of Facilities. The Provider hereby acknowledges and agrees that the City provides the Facilities, and the Provider accepts the Facilities “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 the City has made no representations or warranties relating to the suitability of the Facilities for any particular use or purpose and that the 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, the City shall not be liable for any latent or patent defect in the Facilities, 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 Facilities,

further, City hereby disclaims any and all express or implied warranties as to the condition of the Facilities, including without limitation any and all implied warranties of merchantability, fitness for any particular purpose or habitability.

4.2 Signs. The Provider agrees that no signs, logos, or advertising will be displayed on or erected in any manner in the Facilities or upon City property (including fencing) without the prior written approval of the Parks and Recreation Director or his/her designee.

4.3 Use is Not Exclusive. The City grants the Provider use of the described Facilities for the purposes stated herein; however, there is no grant to the Provider of exclusive use or of any tenant or ownership rights. 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 Facilities shall prevail.

4.5 Improvements. The Provider shall not make any improvements to the City's Facilities or Property without prior written permission from the City.

4.6 Inspection and Access to Property. During the term of this MOU the Provider shall permit the representatives of the City to access the Facilities at any time, including without notice.

4.7 Sovereign Immunity. The City does not waive its right of sovereign immunity under s. 768.28, Florida Statutes, its police power to provide for the public interest or safety, or its municipal authority to provide for and protect its assets by entering into this MOU.

4.8 Term. This MOU will remain in effect for one year from the date of the last executing signature and may only be amended in writing as agreed to by both Parties. Whenever there is a change in leadership for the Provider, a new MOU will be required, which must have the signature of the new President and Vice President.

4.9 Termination. Either party may terminate this agreement for convenience upon 30 days' written notice to the other. Termination for cause shall be immediate upon notification by the City and shall include, but not be limited to, fraud, lack of compliance with applicable rules, regulations, and ordinances, failure to remit proper payment, and failure to perform in a timely manner any provision of this MOU.

4.10 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue, for any matter, which is the subject of this MOU shall be in Escambia County, Florida.

4.11 Public Records. The Parties acknowledge that this MOU and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes.

4.12 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 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.

4.13 Affidavit Regarding the Use of Coercion for Labor and Services. The Provider agrees that, prior to this MOU being executed, renewed, or extended between the Parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing the City with an affidavit (attached hereto) signed by an officer or representative of the Provider under penalty of perjury attesting that the Provider does not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, this MOU is executed by the authorized representatives of both the City and the Provider.

City of Pensacola
Parks and Recreation Department
222 West Main Street
Pensacola, Florida 32502

Pensacola Children's Chorus, Inc.
48 E. Chase St.
Pensacola, Florida 32502

Primary Contact (President):
Phone:
E-Mail:

Alternate Contact (Vice President):
Phone:
E-Mail:

DC Reeves, Mayor

Pensacola Children's Chorus, Inc.
President

Date: _____

Date: _____

Attest: _____
Ericka Burnett, City Clerk

Approved as to substance:

Tonya Byrd, Parks & Recreation Director

Pensacola Children's Chorus, Inc.
Vice President

Date: _____

Date: _____

Legal in form and execution:

City Attorney

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

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

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

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

Florida Statute 787.06

(2)(a) "Coercion" means:

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

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

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

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

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PENSACOLA
AND
NORTHEAST PENSACOLA WILDCATS

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 **Northeast Pensacola Wildcats** (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 Football Field** (the “**Property**”). The City and the Provider mutually agree for the Provider to utilize the Property for conducting a youth football 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: Michael Blankenship
PO Box 10414
Pensacola FL 32524
NepWildcats@gmail.com

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.

NORTHEAST PENSACOLA WILDACTS.

CITY OF PENSACOLA, FLORIDA

Michael Blankenship, 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: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PENSACOLA
AND
EAST PENSACOLA STUDENT ATHLETE PROGRAM INC.

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 **East Pensacola Student Athlete Program Inc.** (the “**Provider**”), a Florida not-for-profit corporation whose principal address is 2400 MLK Drive, Pensacola, Florida 32503.

1. STATEMENT OF PURPOSE

The City owns certain real property having a postal address of 150 N W Street, Pensacola, Florida 32505, known as **Bill Gregory Park** (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: East Pensacola Student Athlete Program Inc.
Attn: Kendrick Johnson
6440 Mariana Drive
Pensacola, FL 32504

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.

EAST PENSACOLA STUDENT ATHLETE PROGRAM CITY OF PENSACOLA, FLORIDA

Kendrick Johnson, 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: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PENSACOLA
AND
THE EAST PENSACOLA STUDENT ATHLETE PROGRAM INC.

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 **The East Pensacola Student Athlete Program Inc.** (the “**Provider**”), a Florida not-for-profit corporation whose principal address is 2400 MLK Drive, Pensacola, FL 32503.

1. STATEMENT OF PURPOSE

The City owns certain real property having a postal address of 2400 MLK Drive, Pensacola, FL, 32503, known as **Magee Field** (the “**Property**”). The City and the Provider mutually agree for the Provider to utilize the Property for conducting a youth football 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: East Pensacola Student Athlete Program Inc.
 Attn: Kendrick Johnson
 6440 Mariana Drive
 Pensacola, FL 32504

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.

EAST PENSACOLA STUDENT ATHLETE PROGRAM CITY OF PENSACOLA, FLORIDA

Kendrick Johnson, 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: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PENSACOLA
AND
SOUTHERN YOUTH SPORTS ASSOCIATION

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 **Southern Youth Sports Association** (the “**Provider**”), a Florida not-for-profit corporation whose principal address is 1320 West Gregory St., Pensacola, FL 32502.

1. STATEMENT OF PURPOSE

The City owns certain real property having a postal address of 1301 W Gregory St., Pensacola, FL, 32502, known as **Legion Field** (the “**Property**”). The City and the Provider mutually agree for the Provider to utilize the Property for conducting a youth football 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: Southern Youth Sports Association.
Attn: Lumon May
1320 West Gregory Street
Pensacola FL 32502
admin@sysatigerspensacola.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.

SOUTHERN YOUTH SPORTS ASSOCIATION.

CITY OF PENSACOLA, FLORIDA

Lumon May, 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: _____

PARKS PULSE

Month of May 2026

As we step into a new month, let's take a moment to reflect on everything that happened in our parks and recreation spaces. From important maintenance updates to exciting recreation programs, our team has been hard at work ensuring our community has safe, enjoyable, and engaging outdoor spaces.

Resource Centers

Bayview Resource Center

- Bayview Event Space: 19 Rentals (including church services)
- Bayview Pavilions & Pier: 11 Rentals
- Free Yoga in the Park First Sunday of every month

Bayview Senior Center

- Total Monthly Participation: 2,285
- Number of Meals provided by Council on Aging: 304
- 6 Private Rentals (including church services)
- Pensacola Symphony Orchestra held a free community concert on May 8th with 45 participants
- Fricker Seniors moved to BSC for Monday and Friday programming

East Pensacola Heights Clubhouse

- 6 Rentals
- Free Yoga Class: 25 Participants

E.S. Cobb Resource Center

- 3 Facility Rentals: Rentals will resume when repairs are completed.
- After School Location: 75 Participants
- Summer Camp Location: 80 participants (max)
- Senior Programs include card games, bingo, and guest speaker: 55 active participants

Fricker Resource Center

- Closed for renovations
- Groundbreaking Ceremony on Wednesday, June 17 at 9:30am

Gull Point Resource Center

- 2 Private Rentals
- Fitness Center Visits: 47
- Council on Aging Meals Served: 396
- Senior Programs include Chair aerobics, Mah Jong, Ageless Grace, and more: 922 total participants
- Free Yoga Wednesday: 59
- Weekly Afterschool Enrollment: 55
- Summer Camp Enrollment: 65 (max)
- Hosted the Spring/Summer Recital at Saenger Theater on May 23

Sanders Beach-Corinne Jones Resource Center

- Host of Ballroom Dance Lessons and Over 50 Ballroom Dance Club: 91 participants
- 24 Scheduled rental appointments
- Rentals: 12 private events including 3 weddings

Theophalis May Resource Center

- SYSA has exclusive use of this facility during designated hours:
 - June 1 – August 18: 8 a.m. – 8:30 p.m. daily
 - School Year: Monday – Friday, 2 p.m. – 8:30 p.m.
 - School Year: Weekends, 8 a.m. – 5 p.m.
- Parks & Recreation Programs:
 - Senior Chair Aerobics: 245 participants
 - Senior Volleyball: 275 participants

Woodland Heights Resource Center

- After School Location: 62 participants
- Summer Camp Location: 80 participants (max)
- 9 Rentals (including church services)

Vickrey Resource Center

- Martial Arts Classes: 85 participants
- Yoga Classes: 45 Participants
- Open Gym Volleyball, Age 50+: 210 participants
- Open Gym Pickleball, Age 50+: 375 participants

Outdoor Pursuits

Bayview Outdoor Pursuits Center

- Working with PPBEP, Sea Grant, FDEP, and Visit Pensacola on a 3-mile designated paddle trail from Bayview Park to Bartram Park to feature Project Greenshores.
- Ongoing boathouse equipment and Bayview Park grounds maintenance
- Preparation and planning for upcoming Outdoor Pursuits Summer Camps
- May 26 – May 29: Beginner's Fishing Camp

Osceola Golf Course

May 2026 Statistics

- 18-Hole Games: 2,179
- 9-Hole Games: 809
- Total Rounds Played: 2,988
- 1,032 Total Range Buckets Used

Athletics

Vickrey Resource Center

- Girls Volleyball League season ended May 21: 28 teams, 280 players

Exchange Park

- Adult Spring Sports – summer registration closes June 19
- Co-Ed Softball, Men's Softball, Senior Softball & Co-Ed Kickball Leagues
 - 38 teams, 705 participants
- May 9 USSSA Men's Tournament
 - 18 teams, 275 participants
- May 15-17 League Joe Co-Ed Tournament
 - 10 Teams, 150 Participants

3rd Party Athletic Leagues, on MOUs

- Bill Bond Baseball season ended May 9
 - 26 teams, 300 players
- Pensacola Youth Soccer season ended May 16
 - 80 teams, 800 participants
- EPSAP Baseball season ended May 23
 - 11 teams, 132 players
- Football & Cheerleading
 - Practice at NEP, Legion Field, and MaGee Field has started

Parks Maintenance

Repairs:

1. Clean the missing children monument area of trash and debris.
2. Cleaned playground area at Legion Field
3. Remove broken and install replacement tables in the Bayview gazebo
4. Replace benches in Ferdinand Plaza
5. Pressure washed playground at Gull Point playground
6. Replace basketball nets at Cobb Center
7. Roger Scott Tennis Center irrigation repair
8. Hunter Pool prep before opening
9. Replaced benches at Bayview Park
10. Spanish Trail ROW mowing
11. 12th Ave Bridge ROW Clean up
12. Armstong Park – Graffiti removal
13. Legion Field – Paint handicap ramp/pressure wash sign
14. Repair Fort George irrigation heads and timer system.
15. Grand Fiesta Parade set-up
16. Pressure washed the front entrance area at Woodland Heights
17. 12th Ave & Summit homeless camp clean up

Ball Crew

- Seasonal maintenance on game and practice fields

Tree Crew

- Trees Removed: 3
- Trees Trimmed: 37

Direction 25

- Hunter Pool – Water slide refurbishment completed.

View a complete list of Direction 25 projects and monthly status updates on our website: PlayPensacola.com > About > Direction 25

www.cityofpensacola.com/3577/Direction-25

Volunteering

Park Clean-ups & Volunteer Projects

- 5/09 Ocean Hour Cleanup at Chimney Park and Phillip Payne Bridge
- 5/16 Ocean Hour Cleanup at William Bartram Park
- 5/23 Ocean Hour Cleanup at Wayside Park and Graffiti Bridge
- 5/30 Ocean Hour Cleanup at Bruce Beach and Carpenter Creek
- 5/30 East Hill N.A. Cleanup at Estremadura Square

Marketing

Social Media: May Metrics, Facebook

- 126.2 Views
- 1.2K Content Interactions
- 2K Link Clicks
- 4.1K Page Visits
- 283 New Followers

Advertising

- Ongoing Ads in Pensacola Parents Magazine
- Monthly PEP Talks with News Radio (last Tuesday/mo)
- Local Rotary Digital Billboards
- Graffiti Bridge Commissions to Advertise Movies in the Park

Marketing & Outreach

- Community Resource Fair, cohosted with United Way – May 9
- Movies in the Park – May 30
- New Adopt-A-Park program scheduled to launch September 1
- Obtaining Google Business Profiles for all P&R facilities and parks
- Upcoming Facebook Giveaways

- Playbooks in most Library Branches
- Next Parker and Rex Appearance: June 13 at Movies in the Park
- NEW Department Coloring Book released
 - “The Adventures of Parker and Rex”

Coming Up

- **Hancock Whitney Movies in the Park presented by Hill-Kelly Dodge**
 - Day/Time: Saturday, June 13. Games start at 6pm, Movie at Sunset
 - Location: Hunter Amphitheater at Community Maritime Park
 - Details: Join Hancock Whitney Bank’s Pre-Show Game where you earn Cinema Cash around the Park to spend or save at the Bank tent! Free activities include face painting, inflatable waterslides, crafts, and more. Movie starts at Sunset.
 - Movie selection: The SpongeBob Movie
 - Event Sponsors: Hancock Whitney Bank (Title), Hill-Kelly Dodge (Presenting), Pensacola Energy, West Florida Public Libraries
- **Bayview Performing Arts Series**
 - Bayview Senior Center is proud to partner with local performing arts groups to host this annual series.
 - Open to ages 50 and better. Transportation is provided from Bayview Senior Center. For more information, visit <https://www.cityofpensacola.com/3608/Bayview-Senior-Performing-Arts-Series>

Hancock Whitney Bank

MOVIES IN THE PARK

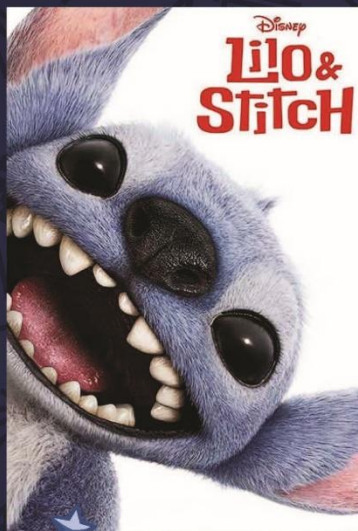
**HUNTER AMPITHEATER
AT COMMUNITY MARITIME PARK**

Behind Wahoo Stadium

MAY 30



JUNE 13



FREE ADMISSION

FREE PARKING

FREE WATER SLIDES

FREE FACE PAINTING

FREE CRAFT STATION

CONCESSIONS ON-SITE

JULY 18



AUGUST 1



**PRE-SHOW GAMES 6PM
MOVIE AT SUNSET**

EVENT SPONSORS



THIS EVENT IS FACILITATED BY PENSACOLA PARKS & RECREATION. FOR MORE INFORMATION, VISIT WWW.PLAYPENSACOLA.COM



FRICKER

GROUNDBREAKING

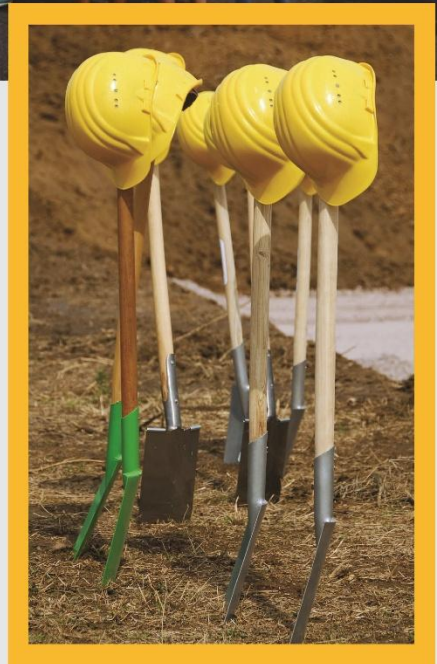
WEDNESDAY, JUNE 17

**CEREMONY BEGINS
9:30 A.M.**

900 N. F STREET

LEARN MORE

Visit frcrenovation.com for project information.





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-694

Parks and Recreation Board

6/16/2026

DISCUSSION

SUBJECT:

TIPPIN PARK AND GRANADA SUBDIVISION PARK MEMO WORKSHOP

ATTACHMENTS:

None



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-695

Parks and Recreation Board

6/16/2026

DISCUSSION

SUBJECT:

DIRECTION '25

ATTACHMENTS:

1. Direction '25
2. Unfunded List

Direction '25: Pensacola Park Revitalization Project List - Updated 6.10.2026					
Project Name	Scope of Work	Est. Complete	Amount	Funding Sources	Status Updates
Park Sidewalk Accessibility Improvements	Provide accessible walkways to park amenities and restore damaged sidewalks at Belvedere Park, Eastgate Gate Park, Lion's Park, Granada Square, Zamora Square, Lamancha Square, and Toledo Square	Spring 2025	\$ 70,750	LOST FY24	Project complete
Henry Wyer Park Revitalization	Upgrade and Restore Playground surfacing, benches, picnic tables, trash cans, lightpoles, fencing, and drinking fountain	Spring 2025	\$ 71,600	CRA- Park Improvements	Project is complete.
Roger Scott Athletic Complex Improvements	Renovate football field, pressbox, improve sidewalk accessibility in spectator areas, upgrade bleachers to include railing per new safety standards and make half ADA accessible, and restore ADA connection to nearby playground	Spring 2025	\$ 142,700	LOST NEW	Project complete
Roger Scott Tennis Center Improvements	Funds were used in court renovations and remaining used for shade amenities and bleacher upgrades including six shade structures within newly resurfaced tennis courts to be installed in Spring 2025	Spring 2025	\$ 756,487	LOST FY24	Original project scope is complete. Add on with savings: Resurface and restripe parking lot scheduled for June 27-28 due to rain delay.
Woodland Heights Resource Center Improvements	Renovate kitchen, improve site drainage, and provide accessible walkway for school bus drop offs.	Spring 2025	\$ 91,422	LOST	Original project is complete. Additional sidewalk connection to Pensacola Village and on-street parking in exploratory discussions.
Wayside Park Seawall Design	Develop designs to restore and increase resiliency to the seawall.	Spring 2025	\$ 125,497	LOST FY24	On hold
McNealy Park Revitalization	Upgrade picnic tables, trans cans, grills, drinking fountain, and develop design to improve one playground area.	Summer 2025	\$ 55,018	LOST NEW	Project is complete.
Magee Field Athletic Facility Improvements	Upgrade goal posts and renovate field	Summer 2025	\$ 42,168	LOST FY24	Project complete
Bill Gregory Athletic Facility Improvements	Upgrade bleachers to ADA accessible with railing per safety standards	Summer 2025	\$ 50,000	LOST FY24 & FY25	Project complete
Miraflores Boy Scout Building	Restore windows flooring and upgrade electrical	Summer 2025	\$ 70,000	LOST FY24	Project is complete.
Blake Doyle Skateboard Park Improvements	Improve drainage around perimeter of park to prevent erosion	Summer 2025	\$ 9,075	LOST FY24	On hold
Sanders-Beach Kayak Launch & Park Revitalization	Convert boat ramp to ADA kayak launch, upgrade picnic shelters, replace restroom and increase number of stalls, upgrade park furniture, upgrade lighting to sea-turtle friendly type	Fall-Winter 2025	\$ 1,488,875	Grant	In state and federal permitting. Loftis marine redesigning restroom to meet new floodplain requirements.
Bartram Park Improvements	Develop erosion control plan for bay-side facing park, renovate parking lot	Fall-Winter 2025	\$ 50,000	LOST FY24	On hold
Gull Point Resource Center Grounds Improvements	Replace and Upgrade Basketball Court, Replace and upgrade one playground area, upgrade picnic tables and benches, renovate parking lot	Fall-Winter 2025	\$ 188,100	LOST NEW	Original project deliverables complete, will revisit old skatepark amenities and concrete pad repair over the summer.
Miralla Park Revitalization	Upgrade and Restore Playground surfacing, restore aging playground components, upgrade swing set, upgrade and reconfigure benches, improve sidewalk accessibility to amenities, upgrade trash cans	Fall-Winter 2025	\$ 159,500	LOST NEW	Project is complete.
Pintado Park Revitalization	Improve park sidewalk accessibility and picnic amenities, upgrade benches, and install drinking fountain	Fall-Winter 2025	\$ 70,500	LOST NEW/ GENERAL FUND	Project is complete.
Exchange Park Athletic Facility Improvements	Upgrade scoreboard, bleachers, and irrigation system	Fall-Winter 2025	\$ 141,500	LOST FY24	Scoreboards replaced. Bleachers installed. PO issued and scheduling replacement of outfield fencing on fields 1 and 3.
Cecil Hunter Pool Facility Improvements	Replace and upgrade waterslide	Fall-Winter 2025	\$ 188,481	LOST FY25	PO issued for refurbishment of water slides. Scheduled for April.
Rev H.K. Matthews Park Improvements	Replace and upgrade playground, restore damaged park sidewalks, renovate basketball courts, upgrade drinking fountain	Fall-Winter 2025	\$ 264,287	LOST FY24 & FY25, LOST NEW	Playground completed 3/24/25. Basketball court bid package sent to Purchasing 4/27/26.
Bayview Dog Park Improvements	Enhance Bayview Dog Park by improving grading, surfacing, benches, picnic tables, and signage	Fall-Winter 2025	\$ 110,000	LOST NEW	Project is complete.
Park Amenity Improvements	Improve Park Amenities such as renovating 23 Basketball Courts at Allen, Baycliff Estates, Gull Point, HK Matthews, Pintado, Dunmire Woods, Dunwoody, Eastgate, EPH Lions, HTW, Malaga, Miralla, McNealy, Operto, Zamora; replace and upgrade 22 Drinking Fountains in Poor Condition	Fall-Winter 2025	\$ 260,100	LOST NEW	Allen Park and Baycliff Park basketball courts complete. Gull Point pad and goals complete, need to paint free throw line. Preparing bid package for other courts in project line item. Water fountains: 16 water fountains installed, 5 remaining expected delivery 12/22. Mistars: 4 installed.
Vickrey Center Improvements	Install and upgrade windows that are hurricane-rated, upgrade air conditioning unit, upgrade lighting, other building renovation work	Fall-Winter 2025	\$ 285,305	LOST FY24	2 A/C units replaced and lighting upgrades completed. Boiler ordered in October. Window replacement in gym completed. New HVAC purchase order requested by Facilities beginning of June.
Hitzman-Optimist Park Improvements	Install additional parking lot lighting, upgrade picnic tables, trash cans, provide improved park sidewalk accessibility, renovate one parking lot, develop conceptual design for replacing older playground area	Fall-Winter 2025	\$ 110,000	LOST NEW	Original project scope is complete. Exploring avenues to repair the "dry pond" adjacent to the soccer fields that never dries.

Allen Park Revitalization	Upgrade and restore playground surfacing, repaint climbers, upgrade playground swings, restore misc. playground components, upgrade picnic tables, trash cans, drinking fountain, renovate basketball court.	Fall-Winter 2025	\$ 49,500	LOST NEW	Project is complete.
Seville Square Improvements	Develop design for underground utilities	Fall-Winter 2025	\$ 50,000	LOST FY24	Facilities and Engineering to be consulted prior to commencement.
Roger Scott Pool Facility Improvements	Replace and upgrade pool restrooms, shower amenities, ticketing booth, and restore zero-depth pool surfacing.	Spring 2026	\$ 1,329,000	LOST FY25	Storage building roof repaired. Shade awning replaced over picnic area. Baby pool resurfaced. Water slide replacement and bathroom replacement pushed to September 2026 due to complications with vendors.
Tippin Park Revitalization	Replace playground with inclusive playground and surfacing, provide improved sidewalk accessibility, upgrade picnic tables, benches, trash cans, install new drinking fountain, renovate parking lot	Spring 2026	\$ 428,682	LOST	Engaged two playground distributors for design based on survey feedback and quotes. Designs and quotes in review.
E.S. Cobb Center Improvements	Structural improvements to glulam arches, roof replacement, building envelope improvements, renovate parking lot	Spring 2026	\$ 1,231,505	LOST + Grant Funds	Glulam arches completed. Contractor finishing window and gutter work. Removal of old generator, replacement shed, sidewalk repair and awning work are the last remaining items.
Lighting Improvements	Improve lighting at Lamancha Square, Lavallet Park, Estramadura Square, Belvedere, and Eastgate Park	Spring 2026	\$ 156,528	LOST NEW	Belvedere complete. Evaluating needs for quoting other parks.
17th Ave Boat Ramp Improvements	Rebuild boat ramp and renovate parking area while improving traffic safety	Spring 2026	\$ 1,487,188	LOST FY24	Project out to bid by 4/20/26 with advanced warning system, parking lot and dock. Bid alternate demo and replace boardwalk along pedestrian underpass.
Bayview Park Improvements Phase 1	Renovate tennis courts, auxiliary parking lot, restore park path surfacing.	Spring 2026	\$ 88,000	LOST NEW	Windscreens replaced. Tennis court resurfacing awarded to American Tennis Company on 4/13/26. Parking lot resurfacing, trash can replacement, walking path restoration, bench replacement, picnic tables all in process.
Bay Bluffs Park Revitalization	Rehabilitate main boardwalk, upgrade park amenities to reopen park	Fall-Winter 2026-27	\$ 2,400,000	Grant Funded	HDR scope and fee for design and project management under review.
Fricker Center Improvements	Rehabilitate community center, resiliency improvements to building envelope, stormwater improvements, upgrade building mechanical systems, build two story social hall for an expanded senior center and teen center.	Fall-Winter 2026-27	\$ 9,474,542	Grant Funded	Construction of retention pond and interior demolition in progress. Ground breaking set for June 17th at 9:30am.
Bryan Park Improvements	Replace and upgrade playground	Spring 2027	\$ 103,753	LOST FY27	Not yet started
Zamora Square Lighting	Improve park lighting	Spring 2027	\$ 30,000	LOST FY24	Not yet started
Dunwoody Park Improvements	Replace playground	Spring 2027	\$ 40,000	LOST FY27	Redesign in progress with GameTime - Two concepts to be presented to Dunwoody Park area residents through a block party hosted by P&R and CM Moore.
Community Maritime Park Playground Improvements	Replace and upgrade playground surfacing	Spring 2027	\$ 72,000	CMP Fund	Not yet started
Total			\$ 21,742,063		

Parks and Recreation Unfunded & Redistributed Funding Projects List

Updated 6.10.26

Return to service or safety concerns

Project Description	Estimated Cost	Budget Needed	Notes	D25	Dist.#
Roger Scott Tennis Center Parking Lot Restripe	\$ 15,000.00	\$ 15,000.00	Improve visibility of parking spaces, repair low spots for better drainage	Y	1
Magee Duplex - EPSAP After School Programming	\$ 35,000.00	\$ 15,000.00	Procurement of condition assessment and design in progress.	Y	5
Dunwoody Playground - Needs more budget, \$40K not sufficient	\$ 200,000.00	\$ 160,000.00	Underfunded for replacement of current playground offerings.	Y	4
Reconnect Lighting for basketball courts at HTW	\$ 10,000.00	\$ 10,000.00	Disconnected when new poolhouse was constructed. RP Issued	Y	5
Corinne Jones Park Basketball Court	\$ 49,950.00	\$ 49,950.00	New concrete pad and surfacing; Concrete patched and voids returned, new cracks and settling.	Y	7
Roger Scott Tennis Center Clay Court Resurfacing	\$ 120,000.00	\$ 120,000.00	Have not been resurfaced in 12 years. Clay washing out daily and lines pulling up in several areas. Requires daily repair and can cause trip hazards during play.	Y	1
Roger Scott Athletic Complex Ballfield Lighting	\$ 400,000.00	\$ 400,000.00	Ballfield lighting can no longer be added on to and maintenance costs make keeping them unsustainable. FPL has a program where they will purchase and install with additional cost to utility bills but that additional cost is in perpetuity.	N	1
CMP Playground PIP replacement	\$ 150,000.00	\$ 78,000.00	Installed 11 years ago, deteriorating from high usage, ponding/pooling; patched areas in 2021 and 2023; \$72,000 in LOST available now.	Y	6
		\$ 847,950.00			

Other projects - underfunded or new

Project Description	Estimated Cost	Budget Needed	Notes	D25	Dist.#
Bruce Beach - Audubon Society area walking path	TBD		To provide footpath for the plantings and signage, maintenance. Will work with CRA for funding solution and design. After testing at Blake Doyle, we may consider per ePave product)	N	6
Zamora Square Playground	\$ 75,000.00	\$ 45,000.00	Underfunded replacement - \$30,000 appropriated for lighting	Y	5
Granada Subdivision Playground	\$ 75,000.00	\$ 75,000.00	Neighborhood request, playground (pirate ship) removed in 2023	N	5
Parker Circle Gazebo	\$ 15,000.00	\$ 15,000.00	Neighborhood association and CM Bare request	N	2
Parker Circle Disc golf Course	\$ 12,000.00	\$ 12,000.00	Neighborhood association and CM Bare request - Staff provided me app data on Belvedere and it is my recommendation we speak with the neighborhood association again given the amount of non-resident use and issues since disc golf course was installed.	N	2
		\$ 147,000.00			

Key
Projects in Planning/Design
Projects in Procurement
Projects in Construction
Project completed
Bold type = new information