



City of Pensacola Parks and Recreation Department
Memorandum of Understanding (MOU) with First City Football Club, Inc for use of the
Pensacola Technology Park Field

The City of Pensacola ("City") through its Parks and Recreation Department wishes to encourage the development of youth and to facilitate youth participation in sports activities.

A separate Memorandum of Understanding currently exists between the City and the Pensacola-Escambia Development Commission ("PEDC"). That MOU allows the City to utilize and manage the Pensacola Technology Park Field for the purpose of organized youth sports practices pursuant to certain specified conditions. The City and PEDC agreement allowing the City to utilize the field expires on September 27, 2023 and may also be terminated upon sixty (60) days notice by either the City or PEDC.

The City now enters into this Memorandum of Understanding ("MOU") with The First City Football Club, Inc. to establish the responsibilities of both parties and terms as to the use of the Pensacola Technology Park Field for organized youth sports practice.

I. FIRST CITY FOOTBALL CLUB, INC.

1. First City Football Club, Inc. agrees:

- A. To pay to the City a fee of \$20 per player for the term of this Agreement due no later than the end of the second week of practice.
- B. That use of the field pursuant to this Agreement does not include nets except as described elsewhere in this Agreement and does not include field prep, lights, or restrooms.
- C. To provide a complete list of all participants due no later than the end of the second week of practice.
- D. To provide a list of all staff, volunteers, and/or board members prior to use of the field. Any changes to the list must be provided to the City within 5 business days from the date the change occurs.
- E. To ensure and provide to the City in writing prior to the first practice confirmation that Level 1 background checks have been conducted on all staff, board members, and volunteers in accordance with Florida State Statutes. Any changes to staff, board members or volunteers during the term of this Agreement must be provided to the City along with written confirmation that the individuals have met criteria in accordance with this paragraph.

- F. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- G. To use the field for practice only. The field shall not be used for games.
- H. The field shall not be used after sunset.
- I. To refrain from interfering with the infrastructure of the field; provided, however, that it may stripe and/or line the field to enhance the field for use during practices.
- J. To leave the field after each practice clean and litter free and in the same condition that it was found.
- K. To provide liability insurance as follows:
 - (a). 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.
- L. 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 provide to the City prior to use of the field.
- M. To fully indemnify, defend and save 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 reasonable 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 Liabilities are caused by or result from any negligent act or omission or willful misconduct of First City Football Club, Inc. in connection with its use of the area described in this MOU. This includes any damage to or theft of the First City Football Club, Inc property stored or left on City of Pensacola property. This shall be a continuing release and shall remain in effect until revoked in writing.

II. CITY RESPONSIBILITIES:

1. City of Pensacola agrees:

- A. To provide space as described in this Agreement for First City Football, Inc. to practice soccer on the dates and at the times listed in Exhibit A to this MOU, subject to any changes or revisions to that schedule as mutually agreed to by the parties.
- B. To install netting in a manner consistent with standard safety protocols for youth sports practice fields and as appropriate to keep balls and equipment from leaving the PEDC Park area.
- C. Manage the days and time periods that the field will be utilized that ensures only one team will utilize the field at any given time unless all parties agree otherwise.

III. TERMINATION:

Either party may terminate this agreement upon 30 days written notice to the other. Termination for cause shall be immediate upon notification by the City.

IV. TERM:

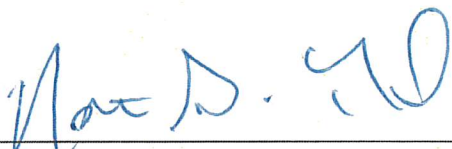
This MOU will remain in effect from the date of the last executing signature until March 30, 2023 and may only be amended in writing as agreed to by both parties. If the leadership of First City Football Club, Inc. changes such that either of its signatories to this MOU no longer hold the below-stated roles, a new MOU will be required, which must have the signature of the President and one other Director.

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

First City Football, Inc.
Point of Contact: Jack Zoesch
Address: 3540 Alipha Place
Pensacola, Florida 32503
Phone: 850-380-8731
Email: jrz@beggslane.com

Alternate Contact: Nathan Ford
Address: 3540 Alipha Place
Pensacola, Florida 32503
Phone: 850-602-7563
Email: nathan.g.ford@gmail.com

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed on the _____ day of _____.



Nathan Ford, President

CITY OF PENSACOLA, FLORIDA

Mayor, D.C. Reeves

Date: 12/9/2022

Date: _____



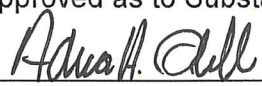
Jack Zoesch, Treasurer

Date: 12/9/2022

Attest:

City Clerk, Ericka Burnett

Approved for form legality:

Approved as to Substance:


Adrian Stills
Parks and Recreation Director

Legal in form and valid as drawn:

City Attorney

EXHIBIT A

First City Football Club, Inc. Practice Schedule

City of Pensacola Technology Park

January 1, 2023 – March 30, 2023

<u>DATE</u>	<u>START TIME</u>	<u>FINISH TIME</u>
Saturday, January 7	TBD	TBD
Monday, January 9	4:00 p.m.	Sunset
Thursday, January 12	4:00 p.m.	Sunset
Saturday, January 14	TBD	TBD
Monday, January 16	4:00 p.m.	Sunset
Thursday, January 19	4:00 p.m.	Sunset
Saturday, January 21	TBD	TBD
Monday, January 23	4:00 p.m.	Sunset
Thursday, January 26	4:00 p.m.	Sunset
Saturday, January 28	TBD	TBD
Monday, January 30	4:00 p.m.	Sunset
Thursday, February 2	4:00 p.m.	Sunset
Saturday, February 4	TBD	TBD
Monday, February 6	4:00 p.m.	Sunset
Thursday, February 9	4:00 p.m.	Sunset
Monday, February 13	4:00 p.m.	Sunset
Thursday, February 16	4:00 p.m.	Sunset
Saturday, February 18	TBD	TBD
Monday, February 20	4:00 p.m.	Sunset
Thursday, February 23	4:00 p.m.	Sunset
Monday, February 27	4:00 p.m.	Sunset
Thursday, March 2	4:00 p.m.	Sunset
Saturday, March 4	TBD	TBD
Monday, March 6	4:00 p.m.	Sunset
Thursday, March 9	4:00 p.m.	Sunset
Monday, March 13	5:00 p.m.	7:00 p.m.
Thursday, March 16	5:00 p.m.	7:00 p.m.
Monday, March 20	5:00 p.m.	7:00 p.m.
Thursday, March 23	5:00 p.m.	7:00 p.m.
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