

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PENSACOLA
AND
PENSACOLA-ESCAMBIA DEVELOPMENT COMMISSION

The City of Pensacola ("City") through its Parks and Recreation Department wishes to encourage the development of youth and to facilitate participation of Pensacola youth in sports activities. The City enters into this Memorandum of Understanding ("MOU") with the Pensacola-Escambia Development Commission (PEDC) in order to further provide opportunities for youth, establish the responsibilities of both parties, and establish clear terms as to the use of property known as "Downtown Technology Park" as described and defined in the Interlocal Agreement for Downtown Technology Park.

Responsibilities of PEDC

PEDC agrees:

- I. To allow the City use of the Downtown Technology Park property for organized youth sports practices at no cost to the City.
- II. To permit the City to determine, arrange, manage, and approve the dates, times, and participants of any and all organized youth sports activities that will utilize the Downtown Technology Park property as practice fields.
- III. To ensure that no other person(s) or organizations are provided permission to use the property in a manner that will conflict with the permitted use of the property being provided to City Parks and Recreation youth sports practice fields.
- IV. To immediately notify the City of any complaints received by PEDC or discovery by PEDC, or other 3rd party who makes it known to PEDC, as to the use of the property as practice fields or any known hazards or dangers on the property.

Responsibilities of the City

The City agrees:

- I. To utilize the property for practices only and not games, and to conclude all practices by sunset.

- II. To refrain from interfering with the infrastructure of the Downtown Technology Park.
- III. To mow, the entire property, not just areas utilized for youth sports activities.
- IV. To repair any damage to the property that occurs as a result of City use of the property for youth sports activities.
- V. 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 Downtown Technology Park.
- VI. To hold harmless and indemnify PEDC for all times when the property is being utilized by the City as practice fields for youth sports.
- VII. Only netting and goals will be installed by the City for the uses described herein.
- VIII. Upon termination of this Agreement, the City shall vacate and restore the premises to the condition of the property as it existed upon execution of this Agreement.

CONTACTS

The parties designate the following individuals as points of contact for issues arising as a result of the City's use of the property:

City:

Adrian Stills, Parks and Recreation Director
Name

Phone Number: 850-453-7599

E-mail: astills@cityofpensacola.com

PEDC:

MELISSA STOKER
Name

Phone Number: : 850.898.2201

E-mail: mstoker@floridawesteda.com

HOLD HARMLESS

The City agrees to fully indemnify, defend, and save harmless the PEDC, its officers, agents, employees and volunteers from and against all actions, damages, costs, liabilities, claims, losses, judgments, penalties, and expenses including, but not limited to, any fees and/or costs reasonably incurred by the PEDC'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 the City to the extent permitted by law under § 768.28, Fla. Stat. (2021). Nothing in this agreement shall expand the City's liability beyond limits set forth in § 768.28, Fla. Stat. (2021). The City does not waive its sovereign immunity.

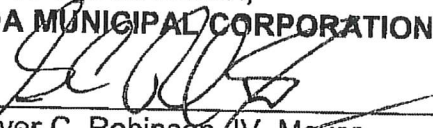
EFFECTIVE DATE

This Agreement shall take effect upon date of last signature.

TERMINATION


This Agreement shall terminate one year from the date of last signature. If for any reason either party wishes to terminate this agreement prior to one year, they may do so by providing sixty (60) days written notice to the other party.

**THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION**

By: 
Grover C. Robinson, IV Mayor

Date: 09/27/22

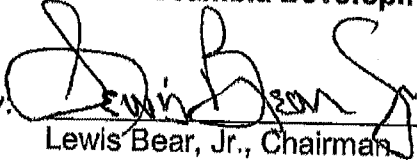
Attest:


City Clerk (Seal)

Approved as to form and execution

By: Jamesa Moore #1 Assistant City Attorney
2022.09.27
14:13:42-05'00'
City Attorney

Pensacola-Escambia Development Commission

By: 
Lewis Bear, Jr., Chairman

Date: 9-8-22