

**MEMORANDUM OF AGREEMENT**  
**FOR SHARED PARKING- MOVEMENT FOR CHANGE, INC.**

THIS AGREEMENT FOR SHARED PARKING (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Pensacola (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, whose address is 222 W. Main Street, Pensacola, FL 32502, and the Movement For Change, Inc. (“MFC”), a Florida nonprofit corporation, whose address is 1603 N. Davis Highway, Pensacola FL 32503, both collectively referred to herein as the Parties.

**WITNESSETH:**

**WHEREAS**, the City owns the rehabilitated historic home of General Daniel “Chappie” James and newly constructed facilities located within the General Daniel “Chappie” James Memorial Park supporting a commemorative museum (“Museum”) and community-based youth flight academy (“Flight Academy”) operated by independent operators through lease agreements with the City; and

**WHEREAS**, the Museum and Flight Academy (“City property”) are located at 1606 - 1608 Dr. Martin Luther King Jr. Drive, Pensacola, Florida 32503, as shown in Exhibit A and hereby incorporated by this reference; and

**WHEREAS**, such programming and use of the Museum and Flight Academy, from time to time, requires the provision of parking beyond the availability of parking located on-site; and

**WHEREAS**, MFC owns certain adjacent real property, located at 1603 N. Davis Highway, Pensacola, Florida (“MFC Property”), as shown in Exhibit A and hereby incorporated by this reference; and

**WHEREAS**, such MFC property is used for office, residential and improved parking; and

**WHEREAS**, MFC desires to make such parking space contained within the MFC property available to the City for overflow parking for the Museum and Flight Academy; and

**WHEREAS**, the City desires to utilize the MFC’s property to provide for the overflow parking space required by the Museum and Flight Academy; and

**WHEREAS**, the Parties now desire to enter into this Agreement pursuant to the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of one hundred dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged by the Parties, and in consideration of the mutual promises herein, the Parties agree as follows:

Section 1. Recitals. The Parties agree the recitals above are true and correct and are incorporated into this Agreement by this reference.

Section 2. Agreement for Shared Use. MFC agrees to share with, and hereby grants, the City, guests, and tenants of the Museum and Flight Academy, the right to use parking space contained within the MFC property, without charge, unencumbered by any conditions that would interfere with its use as such. To provide for such parking space, MFC shall ensure the continued availability of such parking space and non-exclusive use by the City, guests, and tenants of the Museum and Flight Academy for such purpose in accordance with Section 3 below. Such use shall be for the sole purpose of providing overflow parking for visitors of the Museum and Flight Academy.

Section 3. Hours of Parking Use and Availability. It is presumed that the majority of parking usage by the Parties will occur at alternating times. Parking usage generated by the Museum and Flight Academy is anticipated to occur primarily during daytime, weekday hours. MFC usage is anticipated to occur primarily during evening and weekend hours. Should either party foresee a potential or anticipated conflict based on the presumed schedule of use, such party shall notify the other party in writing no less than seven (7) days prior to the occurrence of such conflict.

Section 4. Property Improvements. MFC shall notify the City in writing no less than thirty (30) days prior to commencement of any modifications, alterations or improvements to the MFC property that would interrupt the availability and use of parking by the City, including guests and tenants of the Museum and Flight Academy as described herein. MFC shall schedule the work to avoid interference with any major need by the other party for the use thereof during the time of such work. In mutual covenant, the City shall take reasonable action to avoid parking conflicts during the time that work is to commence and be underway.

Section 5. Change of Use. Should either party alter or change the use of the MFC property, such party shall notify the other party in writing no less than thirty (30) days prior to the date that the change of use is to occur.

Section 6. Term and Termination. The term of this Agreement (“Term”) shall commence upon the date first written above and shall terminate as hereinafter provided. This Agreement shall terminate upon the conclusion of a fifteen (15) year period from the date of commencement or as provided in Section 7, whichever is earlier.

Section 7. Termination for Convenience. MFC, in its sole discretion, may terminate this Agreement for convenience, without cause or penalty, upon thirty (30) days notice to the City of its intent to terminate. The City, in its sole discretion, may terminate this Agreement for convenience, without cause or penalty, upon thirty (30) days notice to MFC of its intent to terminate.

Section 9. No Assignment. This Agreement is non-assignable by either party. Any attempted assignment shall be null and void and without legal effect.

Section 10. Hold Harmless. To the extent permitted by law, the City of Pensacola agrees to be responsible for damages arising out of the City of Pensacola's use of the subject parking lot, but only if those damages arise solely out the negligence of the City of Pensacola. Nothing contained herein shall be construed or interpreted as denying the City of Pensacola any remedy or defense available under the laws of the State of Florida; the consent of the City of Pensacola to be sued; or a waiver of sovereign immunity of the City of Pensacola beyond the waiver provided in section 768.28 of the Florida Statutes.

Section 11. Venue. Venue for any claim, action or proceeding arising out of this Agreement shall be Escambia County, Florida.

Section 12. *This section intentionally left blank.*

Section 13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 14. Notices. All notices by either party to the other shall be made either by utilizing the registered or certified mail of the United States of America, postage prepaid, or by utilizing any other method of delivery requiring signature for receipt, and such notice shall be deemed to have been delivered and received on the date of such utilization. All notices, demands or other communications required hereunder shall be written to the addresses set forth below:

To City: CITY ADMINISTRATOR  
City of Pensacola  
222 W Main Street  
Pensacola Florida 32502

To MFC: JERRY MCINTOSH, President  
Movement for Change, Inc.  
1603 N. Davis Hwy  
Pensacola Florida 32503

Section 15. Public Records Act. The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 16. Modifications. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and executed in the same formality herewith.

Section 17. No Other Agreements. The Parties agree the Agreement contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party.

**IN WITNESS WHEREOF**, the Parties hereto have signed this instrument the day and year first written above.

MOVEMENT FOR CHANGE, INC.

CITY OF PENSACOLA, FLORIDA

\_\_\_\_\_  
Jerry McIntosh, President

\_\_\_\_\_  
Grover C. Robinson, IV, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Ericka Burnett, City Clerk

(SEAL)

(SEAL)

Approved as to substance:

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M. Helen Gibson, CRA Administrator

Legal in form and valid as drawn:

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Susan A. Woolf, City Attorney

## **Attachment "A"**

**PUBLIC RECORDS:** Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor 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 Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor 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 Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

**IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, [PUBLICRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**

# EXHIBIT "A"

PROPERTY LOCATIONS: GENERAL "CHAPPIE" JAMES MUSEUM & FLIGHT ACADEMY & MOVEMENT FOR CHANGE, INC. PARKING FACILITY



