



City of Pensacola Parks and Recreation Department
Memorandum of Understanding (MOU) with Recreation Program Provider

The purpose of this Memorandum of Understanding (MOU) between the City of Pensacola Parks and Recreation Department and **PENSACOLA OUTRIGGER CANOE CLUB (POCC)** is to put in writing, specific responsibilities of both parties during the utilization of any City of Pensacola Park or Facility by the Recreation Program Provider.

DURATION OF THIS AGREEMENT

These responsibilities will be in place from the execution of this agreement, through and including **DECEMBER 31, 2023.**

The Pensacola Outrigger Canoe Club and Pensacola Parks and Recreation agree that this MOU will be confirmed annually for use of approximately 1500 sq ft of the Bayview Park for paddling related training and storage of POCC's OC6 canoe, provided POCC maintains the grounds near the 'Boathouse' that the OC6 will occupy.

The City of Pensacola agrees to the following conditions:

- Provide access to Bayou Texar from Bayview Park to conduct classes and provide recreational paddling opportunities for novice and experienced paddlers.
- Provide outside storage space that does not include cover, protection or security from weather, theft or damage caused by any manner.

The Pensacola Outrigger Canoe Club agrees to the following conditions:

- A list of all staff, volunteers, and/or board members must be submitted prior to the start of the program.
- Written notification that ensures Level 1 background checks on all staff, board members and volunteers have been conducted and all have met criteria.
- While engaging in activities upon City property and City owned facilities the POCC shall not employ or utilize the volunteer services of any person who has been convicted of or pled guilty or nolo contendere to or has had an adjudication withheld of any of the following charges: any sexual offense, child abuse, contributing to delinquency of a minor, or abuse of an elderly or vulnerable person.
- Strictly enforce policies and atmosphere that do not discriminate based upon race, creed, religion, national origin, disability or sex.
- Notify the City of Pensacola in writing no later than 12:00pm of the next business day after any accidents/incidents that require medical attention or when public safety personnel were called to assist with a situation. The notification should include the date of the incident, the name of the injured party, and a brief description of the incident. Incidents consisting of serious

injury, damage or response by a first responder agency shall be reported the same day.

- Adhere to all park/facility operating hours and closures during severe weather, due to repairs, or holidays.
- Pay for any requested park/facility maintenance, which occurs outside the normal weekday operating hours for City custodial staff or park maintenance staff.
- Request for additional use of program space must be in writing a minimum of 10 working days prior and additional fees may apply.
- POCC must promptly secure all POCC equipment and supplies located or stored at Bayview Park within 12 hours of the issuance of an active tropical storm warning or hurricane warning that includes Escambia County. Following the tropical storm or hurricane, the City will notify the POCC when it is safe to return POCC equipment, supplies and activities at the Park.

Liability Insurance:

- 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.
- 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 upon request.

Program Promotion:

- Recognize the City of Pensacola as a partner in all Pensacola Outrigger Canoe Club programs and include the Parks and Recreation Department logo on all publications, flyers and promotional materials.
- The City will promote programs in the quarterly program guide and on Play Pensacola website. Information must be received sixty (60) days prior to program start in order to be eligible for submission into the quarterly program guide. Any additional requests for informative advertisements must be approved, in advance, by the City.

Program Implementation:

- Recreation Program Provider will provide all equipment necessary to conduct a quality program.
- If fees are collected, a fee of \$10.00 for every registered participant, and a list of all participants/members, will be due quarterly.
- Organization agrees to maintain the cleanliness of the space provided.

Non-Profit Organization (if applicable):

- Notify the City of Pensacola of all Board Meetings at least 48 hours in advance. The Recreation Program Provider agrees to provide upon request a list of board members with phone numbers, email addresses, and physical addresses to the City on an annual basis. The Recreation Program Provider agrees, upon request, to provide board meeting minutes to the City, within 14 days of the occurrence of such board meeting.
- Provide a copy of the organization's By-Laws, Constitution, and Standard Operating Procedures.
- Copy of any written Disciplinary Guidelines for participant.

Termination:

- Termination for cause 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 agreement.

Modifications

- Changes or modifications to the MOU may only be made in writing by a written amendment to this MOU, and only as agreed to by the Parties.

Accounting, Audit and Inspection:

- The Recreation Program Provider shall keep accurate records and accounts in accordance with the terms and conditions of this Agreement. City may cause, upon reasonable notice, an audit to be made of the records and accounts as such records and accounts relate to the calculation of the amounts payable to the City.
- The Recreation Program Provider shall comply with Florida Public Record Laws.

Hold Harmless:

- The "Responsible Party" agrees 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 the Responsible Party in connection with its use of the City of Pensacola Facility. This includes any damage to or theft of POCC property stored or left on City of Pensacola property. This shall be a continuing release and shall remain in effect until revoked in writing.

Concessions:

- Maintain all required Health Department Licenses for any concession operation.
- Request in writing, through the Parks and Recreation Department Attention: Director, and obtain permission of the City prior to bringing a mobile concession or merchandise vendor into a City park, facility, or sports complex.

TERMINATION OF THIS AGREEMENT

This MOU will remain in effect for one year from the date of the last executing signature and may be amended in writing. Whenever there is a change in leadership within the POCC, a new MOU will be required, which must have the signature of the new POCC President and Vice President. Either party may terminate this agreement upon 30 days written notice to the other.

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

Recreation Program Provider
Point of Contact: Kelly Gander
Address: 4141 Brighton Drive
Pensacola, Florida , 32504
Tel: 850 390 9776
Email: cabanask@hotmail.com

DC Reeves, Mayor

Pensacola Outrigger Canoe Club
President

Date: _____

Date: _____

Adrian Stills, Parks & Recreation Director

Pensacola Outrigger Canoe Club
Vice President

Date: _____

Date: _____