



City of Pensacola Parks and Recreation Department  
Memorandum of Understanding (MOU) with Activity Program Provider Pensacola  
Children's Chorus for "Pensacola Sings"

The City desires to offer a chorus program to benefit and enrich youth and the Pensacola Children's Chorus is a non-profit, community-based arts education program for youth that teaches music and performance skills. The Pensacola Children's Chorus agrees to offer a chorus program at identified locations and in accordance with the responsibilities stated in this agreement.

The purpose of this Memorandum of Understanding (MOU) between the City of Pensacola Parks and Recreation Department and Pensacola Children's Chorus ("Responsible Party" and "Activity Program Provider") is to put in writing, specific responsibilities of both parties for the program "Pensacola Sings".

**I. PENSACOLA CHILDREN'S CHORUS RESPONSIBILITIES:**

Pensacola Children's Chorus ("Responsible Party") will ensure the following conditions are met:

- Teach music and performance skills to all participants enrolled in this program activity at the following locations:
  - Woodland Heights Community Center,
  - Gull Point Community Center,
  - Theophalis May Community Center, and
  - Fricker Community Center.
- Maintain a minimum of ten (10) participants at each location for each session. Notify the City immediately if registration is below ten (10) participants at any of the listed locations. If this occurs, approval must be provided by the City in order to continue the session in such a location at a participant level of less than ten (10).
- Ensure all activity participants are between the ages five (5) – eighteen (18).
- Provide a list of all staff, volunteers, and/or board members must be submitted prior to the start of the program. Changes must be provided to the City in an updated list throughout the term of the agreement.
- Provide written notification prior to start of the activity and following any changes once the program has commenced that ensures Level 2 background checks have been conducted and that all staff, board members, and volunteers have met criteria in accordance with Florida Statutes Chapter 435.
- Notify the City of Pensacola 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 with a situation. The notification shall include

the date of the incident, the name of the injured party, and a brief description of the incident.

- 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.
- Ensure that all facilities used for the activity are left clean and litter free and in the same condition that it was found.
- Request for additional use of program space must be in writing a minimum of 10 working days prior and additional fees may apply.
- Recognize the City of Pensacola as a partner in all Pensacola Children's Chorus programs and include the Parks and Recreation Department logo on all publications, flyers and promotional materials that relates to Pensacola Sings.
- Provide a marketing plan for review by the Recreation Superintendent a minimum of sixty (60) days prior to promotion.
- Activity Program Provider will provide all equipment necessary to conduct a quality program.
- Provide an itemized budget sixty (60) days prior to the start of each session.
- Notify the City of Pensacola of all Board Meetings at least 48 hours in advance. The Activity 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 Activity 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.
- Provide any written Disciplinary Guidelines for participants prior to start of the program.
- Maintain 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.
- Provide liability insurance as follows:
  - 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.
- By signature on this Agreement the Pensacola Children's Chorus 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 provide to the City upon request.
  - 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 Pensacola Children's Chorus 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:

City of Pensacola agrees to:

- Provide spaces as described in this Agreement for this activity for each session at the following locations: Woodland Heights Community Center, Gull Point Community Center, Theophalis May Community Center and Fricker Community Center. However, as continuous growth may impact the City's ability to offer additional space, growth must be managed and coordinated with the City. Activities will be subject to inspection and reviewed by City staff quarterly to determine continued allocation of space.
- 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.
- Inspect all City owned assets annually.
- Provide routine maintenance to all City owned assets.
- In exchange for the services provided herein, the City agrees to provide monthly support payments to Pensacola Children's Chorus in an amount not to exceed \$25,000 total per year, payable upon receipt of invoice. Failure to meet any of the conditions/responsibilities in this Agreement may result in non-payment by the City.

## 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 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 agreement.

IV. 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 within the Pensacola Children's Chorus, a new MOU will be required, which must have the signature of the new Pensacola Children's Chorus President and Vice President.

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

**Activity Program Provider**  
Point of Contact: Miguel Aldahondo  
Address: 46 E Chase St. Pensacola, FL 32502

Phone: 850 434 7760  
Email: maldahondo@pensacolasings.org

**Alternate Contact:** Alex Gartner  
Address: 46 E Chase St. Pensacola, FL 32502

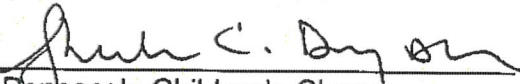
Phone: 850 434 7760  
Email: agartner@pensacolasings.org

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DC Reeves, Mayor

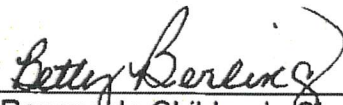
Date: \_\_\_\_\_

  
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Adrian Stills, Parks & Recreation Director

Date: 12-5-2022

  
\_\_\_\_\_  
Pensacola Children's Chorus  
President

Date: 12/1/22

  
\_\_\_\_\_  
Pensacola Children's Chorus  
Vice President

Date: 12-2-22