



**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF PENSACOLA AND
YOUTH SPORTS PROVIDER:**

Pensacola Youth Soccer Inc.

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 Youth Sports Provider listed above ("YSP") to establish the responsibilities of both parties and to establish clear terms as to the use of City owned facilities by the YSP.

DEFINITIONS

A. "Youth Sports Provider" for purposes of this MOU is defined as a non-profit or not-for-profit organization dedicated to youth development in the City of Pensacola through team participation in organized sport activities.

B. "Primary Facilities" for purposes of this MOU are as follows;

Legion Field
Magee Field
Roger Scott Park
Malcolm Yonge
Hitzman Park
Terry Wayne
East Park
Bill Gregory Park
Lions Park
Vickrey Resource Center
Cobb Resource Center
Fricker Resource Center
Woodland Heights Resource Center
Theophallis May Resource Center
Gull Point Resource Center

YOUTH SPORTS PROVIDER

Youth Sports Provider agrees:

- I. To provide the following documents to the City via the Parks and Recreation Athletics Superintendent:
 - A) A current list of all staff, volunteers, board members and coaches prior to the start of the program. Changes must be provided to the City in an updated list throughout the term of his Agreement.
 - B) A complete schedule showing specific dates, times, and field locations for each practice and league games prior to the start of any team practices or league play.
 - C) A copy of the Youth Service Provider's By-Laws, Constitution, Standard Operation Procedures, and Disciplinary Guidelines.
 - D) 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.
 - E) A list of board members with phone numbers, e-mail addresses, and physical addresses to the Parks and Recreation Department, within 14 days of the occurrence of such board meetings.
 - F) A copy of an annual audit upon request.
- II. The YSP must notify the Parks and Recreation Department via the Parks and Recreation Athletics Superintendent of all of the following within the time frames specified:
 - A) Immediately upon a change in leadership within the Youth Sports Provider organization. This will require a new MOU be executed by the new President and Vice President.
 - B) All Board Meetings at least 48 hours in advance of scheduled board meetings.
 - C) Any accidents/incidents that require medical attention or when public safety personnel were called to assist with a situation no later than 12 pm of the next business day. The notification must include the specific location, date and time of the incident; the name of the persons involved; and a description of the incident.
 - D) Damaged or unsafe City property must be reported immediately. This includes fields, buildings, bleachers, press boxes, parking lots, fences, goals, goal posts, dugouts, scoreboards, bases, benches, sidewalks, restrooms, concession equipment, trees, etc.
 - E) Additional use of facilities/program space requests must be in writing a minimum of 10 working days prior and additional fees will apply.

- F) Request in writing, through the Parks and Recreation Department, Attention: Athletic Superintendent and obtain permission of the City prior to bringing a mobile concession or merchandise vendor into a City park, facility, or sports complex.

III. The Youth Sports Provider shall ensure that:

- A) All equipment necessary to conduct a quality program is provided.
- B) After each use of a facility, all trash from the grounds is placed in a City provided receptacle.
- C) Restrooms are monitored and basic cleaning and restocking throughout the day, occurs as needed.
- D) It adheres to all facility operating hours and closures during severe weather, due to repairs, renovations or holidays.
- E) It has conducted all background checks and other requirements in accordance with Florida Statutes, in particular FS 943.0438, and that all requirements have been timely and properly enforced. In addition, while engaging in activities upon City property and City owned facilities, the YSP 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: A sexual offense, child abuse, contributing to delinquency of a minor, or abuse of an elderly or vulnerable person.
- F) Policies are in place and are enforced to ensure there is no discrimination to YSP youth participants, their families, caretakers, guardians or observers based upon race, creed, religion, national origin, disability or sex.
- G) The City of Pensacola is named as a partner at all its events, contests, programs, etc., and includes the City of Pensacola Parks and Recreation Department logo on all publications, flyers, and promotional materials. This information must be received for review by the City of Pensacola Parks and Recreation Athletic Supervisor no less than sixty (60) days prior to the start of the program. Any additional requests for informative advertisements must be approved in advance and in writing by the City.
- H) A fee of 25% of all moneys collected from additional fee-based tournaments, clinics, events, etc. outside of the normal sport season, must be submitted to the City of Pensacola's Parks and Recreation Department no later than ten (10) days after the tournament, clinic, event, etc.
- I) A fee of \$10.00, if fees are collected, for every registered child is paid to the City prior to City facility use. The total fee due can be offset with expenditures by the YSP that improve utilized facilities. These improvements must be approved by the director of Parks and Recreation and must be direct improvements to the facility. League needs/expenses do not qualify.
- J) It pays for any requested facility maintenance, which occurs outside the normal weekday operating hours for City custodial staff or ballfield maintenance staff.
- K) It contracts for all outside labor needed to conduct the youth sports activity, including game officials, clinicians, concessionaires, etc.
- L) A pre-season inspection of all City owned assets, including fields, buildings, bleachers, press boxes, parking lots, fences, goals, goal posts, dugouts, scoreboards, bases, benches, sidewalks, restrooms, concession equipment, trees, etc. is conducted with the Parks and Recreation Department Athletic Superintendent.

- M) It provides its own concessionaire and that the Youth Sports Provider/Concessionaire will be responsible for all cleaning, inspections, permitting, licensing, and taxes.
- N) Utilities are turned off after each session at each location. Failure to do so more than twice in one season may require the Youth Sports Provider to pay for a staff person to make nightly rounds to provide such service.
- O) It is responsible for obtaining and paying for portable restrooms at other locations if desired at any City locations, and that all locations, especially practice locations, may not have restroom facilities.
- P) It will add the City of Pensacola to its Hold Harmless Agreement included as part of the league registration and provide to the City upon request.
- Q) The Youth Sports Provider shall keep accurate records and accounts in accordance with the terms and conditions of this Agreement and upon request by the City shall provide those records for an audit to be made related to the calculation of the amounts payable to the City.

CITY OF PENSACOLA

The City of Pensacola agrees:

- I. To provide the following to the Youth Sports Provider:
 - A) Field space to adequately manage the youth sport being offered. However, as continuous growth may impact the City's ability to offer additional space, therefore, growth must be managed and coordinated with the City.
 - B) Clean, stocked restrooms at the start of each day that activities are scheduled. All locations, especially practice locations, may not have restroom facilities. The Youth Sports Program will be responsible for obtaining and paying for portable restrooms at other locations if desired.
 - C) Provide sports field lining for all scheduled games. Practice fields may be lined by the Youth Sports Provider; however, this needs to be coordinated with the Parks and Recreation Department Athletic Superintendent in advance to avoid potential conflicts.
 - D) Turf and pest management for all game playing surfaces and pest management on practice surfaces.
 - E) Mowing for all practice locations.
 - F) Inspect all City owned assets prior to each season.
 - G) Concession space at the primary game location. All locations, especially practice locations, may not have concession facilities.
 - H) Routine maintenance to all City owned assets.
 - I) Make repairs in a timely manner as needed to all City owned assets.
 - J) Water, trash pickup, and utilities for the primary facility.
 - K) Practice facilities will only receive trash pickup.

POINTS OF CONTACT

A. Primary Youth Sports Provider

Point of Contact: Phil Nickerson

Address: 707 E. Cervantes Street, Suite B #114, Pensacola, FL 32501

Pensacola, Florida

Cell phone: 8503888784

Email: info@pensacolayouthsoccer.com

Secondary Youth Sports Provider

Point of Contact: Michele Coleman

Address: 707 E. Cervantes Street, Suite B #114, Pensacola, FL 32501

Pensacola, Florida

Cell phone: 2024987767

Email: info@pensacolayouthsoccer.com

B. City of Pensacola Parks and Recreation Department

Superintendent: Cheryl Fox

222 W. Main Street

Pensacola, Florida 32502

(850) 436-5670

HOLD HARMLESS

- A. 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 fees, and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City of Pensacola 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 shall be a continuing release and shall remain in effect until revoked in writing.
- B. Youth Sports Provider will add the City of Pensacola to its Hold Harmless Agreement Included as part of the league registration and provide to the City upon request.

CANCELLATION

This agreement may be cancelled upon thirty (30) days written notice by either party upon delivery to the other party. This MOU can be canceled immediately upon notice in writing to the YSP by the City based upon, but not limited to the following: fraud, lack of compliance with applicable rules, regulations, an ordinance, failure to remit proper payment, and failure to perform in a timely manner any provision of this agreement.


EFFECTIVE DATE

This agreement shall take effect upon date of signing and shall remain in full force and effect until the end of calendar year 2020.

CITY OF PENSACOLA

YSP

By:



Mayor

By: President, Pensacola Youth Soccer Inc.
(title)

Attest:


Erika L. Bennett
City Clerk (Seal)

Witnesses:



Signature

Phil Nickinson

Print

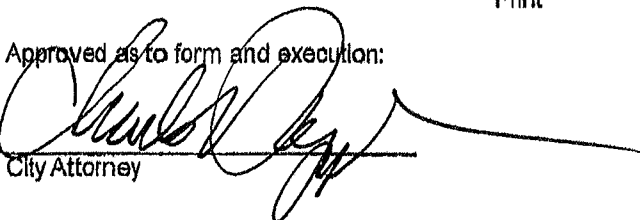
Approved as to content:


Adam H. Hill
Parks and Recreation Director


Michele Coleman
Michele Coleman (Dec 28, 2021 08:59 EST)
Signature

Print

Approved as to form and execution:


City Attorney

AMENDED AND RESTATED
BYLAWS
OF
PENSACOLA YOUTH SOCCER, INC.
a Florida Not for Profit Corporation

ARTICLE I -- PURPOSES

The Corporation is organized and shall be operated on a not-for-profit basis and exclusively for charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or in accordance with any corresponding provision of any future United States Internal Revenue Law and the regulations thereunder. The corporation shall have perpetual existence. The specific purposes for which the Corporation is organized are:

- (a) To provide, in the Pensacola, Florida area and other geographical areas educational and character building programs for the benefit of the community through teaching and promoting an interest in the game of soccer, particularly among young people under nineteen (19) years of age and particularly by offering high-level competitive programs with advanced technical and tactical team and player training;
- (b) To promote the social welfare of the community through programs that combat juvenile delinquency through the game of soccer;
- (c) To sponsor, manage and operate exhibitions, tournaments, clinics, contests and other educational activities;
- (d) To encourage and promote exchange programs between participating teams and teams in other jurisdictions by means of trips to those jurisdictions for competitions or by hosting teams from other jurisdictions for competitions in Northwest Florida;
- (e) To protect and advance the interests of the game of soccer and of the community by encouraging sportsmanlike competition and a high level of skill and technique by participants in exhibits tournaments and contests;
- (f) Co-operate in and encourage the objects and sanctions of the Federation Internationale de Football Association (FIFA), the United States Soccer Federation (USSF), United States Youth Soccer Association (USYSA), US Club Soccer, and the Florida Youth Soccer Association (FYSA)
- (g) To attract support for and to receive grants, contributions, donations and gifts to be used to further these corporate purposes and the purposes of any not-for-profit and federally tax-exempt organization which is affiliated with the Corporation;

- (h) To promote, by distribution, donation, or loan, the interests of any not-for-profit and federally tax-exempt organization which is affiliated with the Corporation and which furthers the purposes of the Corporation, the purposes of which are not inconsistent with those of the Corporation;
- (i) To buy, own, sell, exchange, convey, assign, mortgage or lease any interest in real estate and personal property and to construct, maintain and operate improvements thereon necessary or incident to the not-for-profit mission of the Corporation;
- (j) To contract with other organizations, for-profit and not-for-profit, with individuals, and with governmental agencies in furtherance of these purposes;
- (k) To operate exclusively for religious, charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the IRC in the course of which operation:
 - 1. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its managers, officers, or other persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation;
 - 2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office except as authorized under the Code; and
- (l) Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the IRC, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the IRC;
- (m) To operate without regard to race, age, sex, religion or national origin;
- (n) To make distributions to organizations described in Code Sections 170(c), 2055(a) and 2522(a), as amended; and
- (o) To operate, participate in and/or manage any other programs or activities that are not prohibited by law and that do not conflict with the provisions of Section 501(c)(3) of the Code.

ARTICLE II -- POWERS

All corporate powers shall be exercised by or under the authority of, and the business and affairs of this Corporation shall be managed under the direction of, the Board of Directors. Except as limited herein, this Corporation shall have all of the powers prescribed in the Florida Not for Profit Act, Chapter 617, Florida Statutes. No part of the assets, income or profits of the Corporation shall be distributable to, or inure to the benefit of, its members, directors or officers or any private individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation to its employees for services rendered and to make payments and distributions in the furtherance of the purposes set forth herein. Notwithstanding any other provision hereof, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Code or by an organization, contributions to which are deductible under Section 170 of such Code. This Corporation is intended to qualify as a public charity exempt from tax under Code §501(c)(3) and is to be governed and operated so as to qualify for such exemption.

ARTICLE III -- PROHIBITED ACTIVITIES

Under no circumstance shall assets or income, or any part thereof, of this Corporation inure to the benefit of or be distributed to any of the Directors, appointed as set forth hereunder, or any other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation. Further, the Corporation shall not engage in propaganda campaigns or otherwise attempt to influence legislation and the Corporation shall not participate in or intervene in (including the publishing and distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any activities not permitted to be carried on by an organization exempt from federal income tax under §501(c)(3) of the Code or by an organization, contributions to which are deductible under §§ 170(c), 2055(a) and 2522(a) of the Code.

ARTICLE IV -- TERM

This Corporation shall continue in perpetuity. However, should the Board of Directors distribute all of the assets and income of the Corporation for qualifying purposes, the Board of Directors may, by unanimous written consent, terminate the existence of this Corporation. The Board of Directors is expressly authorized to continue to operate the Corporation and administer its assets for so long as they believe, in their absolute discretion, that the Corporation can continue to effectively accomplish the purposes for which it was organized.

ARTICLE V -- PRIVATE FOUNDATION RULES

The Corporation is prohibited from engaging in any act of self-dealing as defined in Code §4941(d), from retaining any excess business holdings as defined in Code §4943(c) which would subject the trust to tax under Code §4943, from making any investments which would subject the trust to tax under Code §4944 and from making any taxable expenditures as defined in Code §4945(d).

ARTICLE VI -- DIRECTORS

(a) This Corporation shall initially have at least three (3) and not more than fifteen (15) Directors. The number of Directors may be increased or decreased (but not below three (3) Directors) from time to time by a majority of the Directors at a meeting of Directors or by unanimous written consent of the Directors.

(b) Directors may be removed, with or without cause, by a majority vote of the other Directors. In the event of a tie vote with regard to the removal of a Director, then the then serving Chairperson of the Board shall cast the deciding ballot, or if the subject of the removal vote is the Chairperson, then the deciding ballot shall be cast by the then serving Vice Chairperson, if one has been elected by the Board.

(c) If at any time there is only one member of the Board of Directors, such Director shall select no less than two (2) additional individuals to serve on the Board of Directors of the Corporation.

(d) The Directors shall generally serve for a three (3) year term except that the Directors may vote to establish different terms for individual Directors in order to provide for staggered terms and thereby prevent a disproportionate number of Directors' term from expiring at the same time.

(e) The Board of Directors may appoint a Nominating Committee who shall recommend individuals for election to serve on the Board of Directors and shall also recommend individual Directors for re-election to serve additional terms on the Board in accordance with this Article VI. The Nominating Committee shall also recommend the term of any individual Director if less than a three (3) year term. If the Board has not elected a Nominating Committee, the Board shall serve as the Nominating Committee.

(f) Individuals recommended for election (or re-election) by the Nominating Committee shall be elected (or re-elected) to the Board of Directors for the term specified by the Nominating Committee if a majority of the then serving Directors vote to elect (or re-elect) such individual to the Board of Directors at a regular or special meeting of the Directors or by unanimous written consent signed by all of the then serving Directors.

ARTICLE VII -- DIRECTORS' MEETINGS

(a) A meeting of the Board of Directors shall be held annually for the election of officers and for the transaction of other business. Regular meetings of the Board of Directors may be held at such time and place as shall from time to time be determined by the Chairman of the Board of Directors. Unless waived as provided by statute, oral or written notice of the time and place of special meetings of the Board of Directors shall be given to each Director either by personal communication, telephone, personal delivery or mail, fax or email (with written confirmation of receipt by the recipient Board member of such email notice) at least seven (7) days before the meeting. Members of the Board of Directors may participate in a meeting of the Board held by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Notice of a meeting of the Board of Directors need not be given to a Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of that meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting and the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. The waiver of notice need not describe either the business to be transacted at or the purpose of the special meeting.

(b) At all meetings of the Board of Directors, the presence of a majority of the total number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. Unless otherwise required by the Articles of Incorporation, these Bylaws, or Florida Statutes, the act of a majority of the Directors present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the Directors present may adjourn the meeting from time to time until a quorum shall be present for the transaction of business.

(c) Any action required or permitted to be taken at a meeting of the Board of Directors (or a committee of the Board of Directors) may be taken without a meeting if the action is taken by the written consent of all members of the Board of Directors (or of the committee of the Board of Directors). The action must be evidenced by one or more written consents describing the action to be taken and signed by each Director (or committee member), which consent(s) shall be filed in the minutes of the proceedings of the Board of Directors. The action taken shall be deemed effective when the last Director signs the consent, unless the consent specifies otherwise.

(d) A Chairman of the Board shall be elected by majority vote of the Board of Directors to serve for a two (2) year term. The Board may elect a Vice Chairman to carry out the functions of the Chairman in the Chairman's absence. The Vice Chairman shall serve for a two (2) year term. A Chairman or Vice Chairman may serve for successive terms as recommended by the Nominating Committee. The Chairman of the Board shall preside over all meetings of the Board of Directors. The absence of the Chairman of the Board from a meeting shall not preclude the existence of a quorum and shall not preclude the other Directors from conducting such meeting of the Directors at which a quorum is otherwise present. If a Vice Chairman has not been elected or if the Vice

Chairman is not present at a meeting, the Directors present at such meeting may elect a chairman to serve for purposes of that meeting.

(e) A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (i) the Director objects at the beginning of the meeting (or promptly upon his or her arrival) to the holding of the meeting or transacting specified business at the meeting, or (ii) the Director votes against or abstains from the action taken.

(f) The Board of Directors, by resolution, may designate from among its members one or more committees each of which must have at least two members and, to the extent provided in the designating resolution, shall have and may exercise all the authority of the Board of Directors, except such authority as may be reserved to the Board of Directors under Florida law. The Board of Directors, by resolution adopted in accordance with this section, may designate one or more Directors as alternate members of any such committee who may act in the place and stead of any absent member or members at any meeting of such committee. Any meetings of any Committee hereunder shall be held in accordance with these Bylaws and any action of any Committee shall be documented in written minutes or consents of such Committees which minutes or written consents shall be submitted to the Board of Directors at its next meeting following such Committee action.

ARTICLE VIII -- OFFICERS

(a) The officers of this Corporation shall consist of a president, a vice president, a secretary and a treasurer, each of whom shall be elected by the Board of Directors at its initial meeting and shall serve until the first annual meeting of the Board of Directors or until their earlier resignation, removal from office or death. The secretary or any assistant secretary of this Corporation shall be responsible for preparing minutes of the directors' meetings and for authenticating the records of this Corporation. Such additional officers, and assistant officers and agents as may be deemed appropriate, may be elected or appointed from time to time by the Board of Directors. All officers and agents shall have such authority and perform such duties as the Board of Directors or executive committee, if any, from time to time may determine.

(b) Select CManager. The Select Manager shall (i) oversee the administration and management of all Select teams within the Corporation; (ii) coordinate Select team tryouts, uniform

ordering, and conducts the Select portion of annual orientation; shall assist team managers and registration with Select player registrations and transfers; assist team managers with event scheduling to include State and National competitions and tournaments for which the players and/or teams might be eligible; conducts team manager meetings and serves as the Corporation's representative to the league established as the primary league of the Corporation for Select teams.

(c) Recreational Manager. The Recreational Manager shall (i) oversee the administration and management of all Recreational teams within the Corporation; (ii) coordinate Recreational team tryouts, uniform ordering, and conducts the Recreational portion of annual orientation; shall conduct Recreational player registrations and transfers; and be responsible, subject to the Board's delegation, of the Recreational program.

(d) League Director(s). The League Director(s) is identified, hired, and reports to the Board of Directors. The League Director(s) is responsible for the administration, management, planning, organization, direction, soccer activities related to the Corporation, including the Recreational Manager and the Select Manager. The League Director shall work collaboratively with the Board of Directors, players, staff and volunteers. The League Director(s) will operate under a binding contractual agreement and shall be paid as defined in the Contract/Agreement.

ARTICLE IX -- FISCAL YEAR

The fiscal year of this Corporation shall be from January 1 through December 31.

ARTICLE X -- INDEMNIFICATION

(a) Each person (including the heirs, executors, administrators, or estate of such person) (1) who is or was a Director of this Corporation, (2) who is or was an officer of this Corporation, or (3) who is or was serving at the request of the Corporation as its representative in the position of a Director, officer, trustee, partner, agent, or employee of another corporation, partnership, joint venture, trust or other enterprise and as to whom the Corporation has agreed to grant such indemnity hereunder, shall be indemnified by the Corporation as of right to the fullest extent permitted or authorized by current or future legislation or by current or future judicial or administrative decision (but, in the case of any future legislation or decision, only to the extent that it permits the Corporation to provide broader indemnification rights than permitted prior to the legislation or decision), against all fines, liabilities, settlements, losses, damages, costs and expenses, including

attorneys' fees, asserted against him or incurred by him in his or her capacity as such Director, officer, trustee, partner, agent, employee or representative, or arising out of his or her status as such Director, officer, trustee, partner, agent, employee or representative. The foregoing right of indemnification shall not be exclusive of other rights to which those seeking indemnification may be entitled. The Corporation may maintain insurance, at its expense, to protect itself and any such person against any such fine, liability, cost or expense, including attorney's fees, whether or not the Corporation would have the legal power to directly indemnify him against such liability.

(b) Costs, charges and expenses (including attorneys' fees) incurred by a person referred to in paragraph (a) of this Article in defending a civil or criminal suit, action or proceeding may be paid (and, in the case of Directors of the Corporation, shall be paid) by the Corporation in advance of the final disposition thereof upon receipt of an undertaking to repay all amounts advanced if it is ultimately determined that the person is not entitled to be indemnified by the Corporation as authorized by this Article, and upon satisfaction of other conditions established from time to time by the Board of Directors or required by current or future legislation (but, with respect to future legislation, only to the extent that it provides conditions less burdensome than those previously provided).

(c) If this Article or any portion of it is invalidated on any ground by a court of competent jurisdiction, the Corporation nevertheless indemnifies each Director of the Corporation to the fullest extent permitted by all portions of this Article that has not been invalidated and to the fullest extent permitted by law.

ARTICLE XI - DIRECTOR AND OFFICER CONFLICTS OF INTEREST

(a) No member of the Board of Directors or officer shall have a material personal interest, either directly or indirectly, in conflict with the interests of this Corporation, unless such interest is disclosed and approved as provided herein. If a Director or officer should have any conflict of interest, he or she shall disclose such conflict to the Board of Directors and, if so directed by the Board of Directors, abstain from voting with respect to matters involving the conflict. The Board of Directors shall decide what action, if any, to take in light of a conflict of interest, which action may (but is not required to) include accepting the Director's abstention, requiring the Director to terminate the conflict of interest or causing the Director's appointment as a Director to be terminated.

(b) In addition to the limitations on conflicts of interest, no Director or officer shall enter into a transaction with or have any dealing with this Corporation unless such transaction or dealing is disclosed fully to all members of the Board of Directors at a regular or special meeting, at which there is a quorum without counting the interested Directors, and the Board of Directors approves the transaction by a vote of three-fourths of all Directors attending the meeting. Notice and a description of the transaction shall be given to each Director at least ten (10) days prior to the meeting.

(c) Any new officer or Director will be advised of this policy upon election to his office.

ARTICLE XII -- AMENDMENT OF BYLAWS

These Bylaws may be amended from time to time by action of the Board of Directors. Notwithstanding the foregoing, these Bylaws shall not be amended in any manner or form which might result in the loss of the Corporation's tax exempt status under Code Section 501(c)(3).

ARTICLE XIII. AFFILIATION

The Corporation's Recreational league and the Corporation's Select league shall be affiliated with such organizations as agreed by the Board of Directors. The organization shall comply with the authority, rules, and guidelines of those bodies. The affiliations are predicated upon the shared goals and objectives leading to the advancement of youth soccer in Pensacola, Florida.

I HEREBY CERTIFY that the foregoing Amended and Restated Bylaws were duly adopted by the Board of Directors of the Corporation effective as of the ____ day of _____, 2021.

Secretary

10:36 AM

01/05/22

Accrual Basis

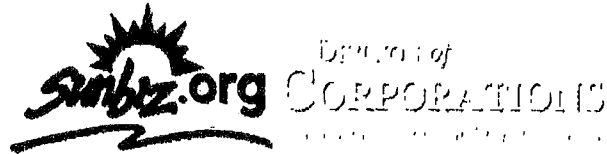
Pensacola Youth Soccer
Profit & Loss
 January through December 2021

	Jan - Dec 21
Ordinary Income/Expense	
Income	
Other Types of Income	
Rebates	18.71
Total Other Types of Income	18.71
Program Income	
Registration	
Registration Refunds	-1,257.62
Registration - Other	169,183.71
Total Registration	167,926.09
Total Program Income	167,926.09
Total Income	167,944.80
Gross Profit	167,944.80
Expense	
Business Expenses	
Licensing Fees	7,861.25
Total Business Expenses	7,861.25
Contract Services	
Accounting Fees	1,275.00
Clinic Coaches	5,310.00
Outside Contract Services	34,600.00
Referee Assignor	2,816.00
Referee Payments	15,306.91
Total Contract Services	59,007.91
Facilities and Equipment	
Equip Rental and Maintenance	2,556.45
Soccer Equipment	22,217.47
Facilities and Equipment - Other	772.28
Total Facilities and Equipment	25,546.20
Operations	
Background Checks	3,615.83
Bank Fees	0.26
Books, Subscriptions, Reference	117.00
Computer and Internet Expense	3,318.57
Employee Relations	1,068.50
Marketing	1,016.66
Postage, Mailing Service	383.00
Supplies	2,473.79
Telephone, Telecommunications	105.49
Uniforms	20,347.80
Total Operations	32,346.60
Other Types of Expenses	
Insurance - Dir. and Off. Liab	1,872.80
Insurance - General Liability	1,629.00
Total Other Types of Expenses	3,501.80
Reimbursement(accidental pmts)	0.00
Total Expense	128,263.76
Net Ordinary Income	39,681.04
Net Income	39,681.04

Michael Burnett, EA
 St. Michael's Church, LA 2005-5, 2012-22 1, 21

Accountant

Jan 6, 2022



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation
PENSACOLA YOUTH SOCCER, INC.

Filing Information

Document Number N19000001580
FEI/EIN Number 83-4580561
Date Filed 02/14/2019
State FL
Status ACTIVE

Principal Address

707 E. Cervantes Street
Suite B #114
PENSACOLA, FL 32501

Changed: 03/31/2021

Mailing Address

PHIL NICKINSON
707 E. CERVANTES STR., STE. B#114
PENSACOLA, FL 32501

Registered Agent Name & Address

JONES, ROBERT L, III
707 E. CERVANTES STR.
STE. B #114
PENSACOLA, FL 32501

Name Changed: 06/10/2020

Address Changed: 02/12/2022

Officer/Director Detail

Name & Address

Title President

NICKINSON, PHIL
5150 FLAX ROAD
PENSACOLA, FL 32504

Title Secretary

PETERSON, TRAVIS
2335 ARRIVISTE WAY
PENSACOLA, FL 32504

Title VP

JONES, ROBERT L, III
3957 Menendez Dr
PENSACOLA, FL 32503

Title Treasurer

Coleman, Michele
4585 Lavallet Lane
PENSACOLA, FL 32504

Annual Reports

Report Year	Filed Date
2020	06/10/2020
2021	03/31/2021
2022	02/12/2022

Document Images

<u>02/12/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/31/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/10/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/14/2019 -- Domestic Non-Profit</u>	View image in PDF format



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All Entity Information

Entities

Disaster Response Registry

Exclusions

Filter By

Keyword Search

Enter a keyword or phrase to search for entities.

Entity Name

Entity ID

Entity Type

Entity Address

Entity City

Entity State

Entity Name
Pensacola Youth Soccer, Inc

Unique Entity ID

Entity Address

CAGE NCAGE

Entity City

Entity State

Entity ZIP

Entity Type

Entity Address

Entity City

Reset



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any other purpose.

MEMORANDUM

TO: Grover Robinson, IV, Mayor
FROM: Adrian Stills, Interim Parks and Recreation Director
SUBJECT: Pensacola Youth Soccer, Inc.
DATE: March 18, 2022

The City would like to renew our Memorandum of Understanding with Pensacola Youth Soccer, Inc. to provide social and physical programs through sports. Pensacola Youth Soccer, Inc. will pay the City \$10.00 per child and 25% of fees collected from tournaments, clinics, etc. The City will provide field maintenance, clean restrooms, water, trash pickup, and utilities. The MOU expires on January 1, 2023.

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(blue form page 1)

DEPARTMENT

Document Title:

MDO - Pensacola Youth Soccer, Inc.

☐ Project ☐ Contract ☐ Lease ☒ Other (Check One)

Brief Description:

Renewal of MDO with Pensacola Youth Soccer, Inc. to provide social and physical programs through sports. MDO expires January 1, 2023 (14 City Parks)

Contract Cost: \$

Department:

Parks & Recreation

Approved by Mayor:

 / /

Department Contact Person:

ASTILL/Klarmody

OR

Approved By Council:

 / /

Sent to Contract Admin. (Purchasing)

 / /

CONTRACT ADMINISTRATOR (PURCHASING)

Date Received

4/19/22

N/A Debarment Check

☐ Pending (See comments below):

Sent to Department

 / /

☒ Approved:

(Signature)

(Signature)

Sent to Budget Review

4/20/22

Comments:

BUDGET REVIEW

Date Received

4/22/22

☐ Pending (See comments below):

Sent to Department

 / /

☒ Approved:

(Signature)

(Signature)

Sent to Risk Manager

4/22/22

Comments:

RISK MANAGER

Date Received

4/22/22

☐ Pending (See comments below):

Sent to Department

 / /

☒ Approved:

(Signature)

(Signature)

Sent to City Attorney

4/22/22

Comments:

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(blue form page 2)

CITY ATTORNEY

Date Received 4/22/22

☐ Pending (See comments below): _____

Sent to Department / /

☒ Approved: Charles D. [Signature]
(Signature)

Sent to Mayor 4/22/22

Comments: _____

MAYOR'S OFFICE (CITY ADMINISTRATOR)

Date Received 4/22/22

☐ Pending (See comments below): _____

Sent to Department / /

☒ Approved: [Signature]
(Signature)

Sent to City Clerk 4/25/22

Comments: _____

CITY CLERK

Date Received 4/25/22

☐ Pending (See comments below): _____

Sent to Dept/ Admin/Legal / /

☒ Approved: Eucha L. Burnett
(Signature)

Retained original copy in Maxxvault 4/25/22

Comments: _____

Returned 1 original(s) to Department 4/26/22

Initials: ELB

SCANNED
4/26/22
ELB

POS SALES RECEIPT

Soccer
Spring 2019

Receipt # 514980
Payment Date: 04/23/19
Household #: 999999999

City of Pensacola
300 Tonawanda Dr
Pensacola FL 32506

Internal ZZZHousehold

Phone: (850)453-7599
Visit us on the Web at: www.playpensacola.com

POS Transaction Details

Misc:	EP Soccer per player, EPSOCC	Fees + Tax	Discount	Amount Due
Quantity:	1	7,800.00	0.00	0.00

Processed on 04/23/19 @ 16:43:27 by AO

FEEs CHARGED ON NEW LINE ITEMS (+)	7,800.00
DISCOUNT APPLIED AGAINST THESE FEES (-)	0.00
TAX CHARGED ON NEW FEES (+)	0.00

TOTAL DUE	7,800.00
------------------	-----------------

NEW FEES PAID ON THIS RECEIPT (-)	7,800.00
-----------------------------------	----------

TOTAL PAID	7,800.00
-------------------	-----------------

Payment of ==> 7,800.00 Made By ==> CHECK With Reference ==> Check #1217; Spring 2019 Soccer

Help us improve by taking one or more of our surveys to evaluate Play Pensacola Parks and Recreation's programs, facilities and events. Visit PlayPensacola.com and click Parks and Recreation Surveys or follow this link:
<http://fl-pensacola.civicplus.com/1174/Parks-and-Recreation-Surveys>

POS SALES RECEIPT

Receipt # 545915
Payment Date: 02/11/20
Household #: 999999999

Soccer
Fall 2019

City of Pensacola
300 Tonawanda Dr
Pensacola FL 32506

Internal ZZZHousehold

Phone: (850)453-7599
Visit us on the Web at: www.playpensacola.com

POS Transaction Details

Misc:	EP Youth Soccer, EPYSOC	Fees + Tax	Discount	Amount Due
Quantity:	1	9,080.00	0.00	0.00

Processed on 02/11/20 @ 16:47:13 by AO

FEEs CHARGED ON NEW LINE ITEMS (+)	9,080.00
DISCOUNT APPLIED AGAINST THESE FEES (-)	0.00
TAX CHARGED ON NEW FEES (+)	0.00

TOTAL DUE	9,080.00
------------------	-----------------

NEW FEES PAID ON THIS RECEIPT (-)	9,080.00
-----------------------------------	----------

TOTAL PAID	9,080.00
-------------------	-----------------

Payment of ==> 9,080.00 Made By ==> CHECK With Reference ==> Check #1045; Fall 2019 Season

Help us improve by taking one or more of our surveys to evaluate Play Pensacola Parks and Recreation's programs, facilities and events. Visit PlayPensacola.com and click Parks and Recreation Surveys or follow this link:
<http://fi-pensacola.civicplus.com/1174/Parks-and-Recreation-Surveys>