

Robyn Tice

From: Don Kraher
Sent: Monday, February 22, 2021 10:36 AM
To: Ericka Burnett; Robyn Tice
Subject: FW: [EXTERNAL] Malcom Yonge Gym -2

additional

Don Kraher
Council Executive
Office of the City Council
222 W. Main Street
Pensacola, FL 32502
(850) 435-1686 – Office
(850) 384-6363 – Cell



City of Pensacola

From: Don Kraher
Sent: Monday, February 22, 2021 10:34 AM
To: Jared Moore <JMoore@cityofpensacola.com>; Ann Hill <AHill@cityofpensacola.com>; 'Sherri Myers' <smyers@cityofpensacola.com>; Jennifer Brahier <JBrahier@cityofpensacola.com>; Casey Jones <cjones@cityofpensacola.com>; Teniade Broughton <TBroughton@cityofpensacola.com>; Delarian Wiggins <dewiggins@cityofpensacola.com>
Cc: Elaine Mager <EMager@cityofpensacola.com>; Sonja Gaines <SGaines@cityofpensacola.com>
Subject: FW: [EXTERNAL] Malcom Yonge Gym -2

Additional Information re Malcolm Yonge discussion.

Respectfully,

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City of Pensacola

From: Don Kraher

Sent: Wednesday, August 26, 2020 12:01 PM

To: Jewel Cannada-Wynn (jcannada-wynn@cityofpensacola.com) <jcannada-wynn@cityofpensacola.com>; Jared Moore <JMoore@cityofpensacola.com>; P.C. Wu (pcwu@cityofpensacola.com) <pcwu@cityofpensacola.com>; 'Sherri Myers (smyers@cityofpensacola.com)' <smyers@cityofpensacola.com>; Andy Terhaar <aterhaar@cityofpensacola.com>; Ann Hill <AHill@cityofpensacola.com>; jjerralds@cityofpensacola.com

Cc: Elaine Mager <EMager@cityofpensacola.com>; Sonja Gaines <SGaines@cityofpensacola.com>; Ericka Burnett <EBurnett@cityofpensacola.com>; Robyn Tice <RTice@cityofpensacola.com>; Keith Wilkins <KWilkins@cityofpensacola.com>; Kerrith Fiddler <KFiddler@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>

Subject: FW: [EXTERNAL] Malcom Yonge Gym -2

Council President and Members of City Council

Please see information below as provided by a fellow Council Member. I believe this is an MOU between the City and Lighthouse Christian Academy.

Respectfully,

Don Kraher

Council Executive

Office of City Council

City of Pensacola

222 West Main St.

Pensacola, FL 32502

850-435-1686 / Cell: 850-384-6363

dkraher@cityofpensacola.com



City of Pensacola Parks and Recreation Department
Memorandum of Understanding (MOU) with Lighthouse Private Christian Academy

The purpose of this Memorandum of Understanding (MOU) between the City of Pensacola Parks and Recreation Department and Lighthouse Private Christian Academy is to memorialize specific responsibilities of the parties during the utilization of any City of Pensacola Athletic Facilities by the Lighthouse Private Christian Academy, with responsibilities in place from the execution of this agreement, through and including January 1, 2020.

This MOU may be amended when necessary or terminated when the Lighthouse Private Christian Academy wishes to no longer use the City of Pensacola athletic facilities or when the Parks and Recreation Director determines that termination of the MOU is in the best interest of the City. In any event, whenever there is a change in leadership within the Lighthouse Private Christian Academy a new MOU will be required, which must have the signature of the Executive Director.

THE PARTIES AGREE TO THE FOLLOWING CONDITIONS:

The following information must be on file with the Parks and Recreation Director prior to the official start of Lighthouse Private Christian Academy's use of Malcolm Yonge Gym.

- A list of all staff, volunteers, board members and coaches must be submitted prior to the start of the program.
- A copy of the Level 1 background screening results on all coaches, assistant coaches, board members, referees and volunteers have been conducted in compliance with Florida Statute requirements sent to the City of Pensacola Parks and Recreation Department.
- An MOU must be submitted no later than thirty (30) days before the start of the program. All future requests must be made in writing and submitted to the Parks and Recreation Department, Attention: Director.
- A complete schedule showing specific dates, times, and locations for said practice and league games shall be provided to the City, through the Parks and Recreation Department, Attention: Director, prior to the start of any activities.
- A copy of the organization's By-Laws, Constitution, and Standard Operating Procedures.
- A copy of any written Disciplinary Guidelines for both participants and parents.
- 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.
- If Lighthouse Private Christian Academy, its agents or contractors cause any damage to the Premises, or to City's infrastructure or other property and improvements (collectively

property) in connection with the exercise of this MOU, Lighthouse Private Christian Academy shall immediately repair and restore the Premises and Property to its original condition. Lighthouse Private Christian Academy shall provide to the City the plan and schedule for repair for City consent. In no event shall Lighthouse Private Christian Academy fail to complete the repair and restoration to the satisfaction of the City required hereunder prior to ten (10) days of the earlier termination of the MOU.

- The City of Pensacola must be added to a release or held harmless in any Hold Harmless Agreement included as part of the league registration and provide to the City upon request.
- This MOU is personal to Lighthouse Private Christian Academy. Any attempt to transfer or assign this MOU shall automatically terminate it.
- Lighthouse Private Christian Academy shall be responsible for securing any required approvals, permits and authorizations from any federal, state, or local agencies and shall comply with all applicable laws and regulations, including City laws, rules, regulations, and policies.
- Lighthouse Private Christian Academy shall not interfere with the normal operation and activities of the City on the Premises, and shall conduct its activities on the Premises to minimize damage to the Premises and inconvenience to the City, its agents, employees, and invitees.

Program Promotion:

- Recognize the City of Pensacola as a partner in all Lighthouse Private Christian Academy programs taking place at Malcolm Yonge Gym and include the Parks and Recreation Department logo on all publications, flyers and promotional materials.
- All promotional material for activities taking place at Malcolm Yonge Gym is required to be pre-approved by the City of Pensacola Parks and Recreation Department a minimum of ten (10) working days prior to the event. Coordination will be conducted through the Parks and Recreation Marketing Manager.
- The City will promote programs in the quarterly program guide. Information must be received sixty (60) days prior to program start. Any additional requests for informative advertisements must be approved, in advanced, by the City.

Program Implementation:

- Lighthouse Private Christian Academy will provide all equipment necessary to conduct a quality program.
- Organization agrees to maintain the cleanliness of the space provided.
- Adhere to all facility operating hours and closures during severe weather, due to repairs, renovations or holidays.
- Pay for any requested facility maintenance, which occurs outside the normal weekday operating hours for City custodial staff.
- Request for additional use of facilities/program space must be in writing a minimum of 10 working days prior and additional fees will apply.
- Notify the City of Pensacola no later than 12 noon 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.

- Participants will be under the direct supervision of an adult at all times and may not enter the facility until an adult is present.
- Lighthouse Private Christian Academy understands that the City of Pensacola will strive to provide space on the following days:

- Lighthouse Private Christian Academy understands that City of Pensacola Parks and Recreation programs and activities take precedence over Lighthouse Private Christian Academy programs and activities. The City will notify the Lighthouse Private Christian Academy ten (10) business days in advance for modification of the schedule.
- Lighthouse Private Christian Academy understands that usage of the Malcolm Yonge Gymnasium should be only for school functions.
 - Physical Education Classes
 - Volleyball Practice/Games
 - Basketball Practice/Games
 - School Banquets, Dances, Plays, ect
- Lighthouse Private Christian Academy must provide the Governing Sanction Body for all competitive sports along with the season beginning and ending dates and established rules (30) working days prior to the season.
 - If a Governing Sanction Body does not exist, League playing dates must be submitted (30) working days prior to the beginning of the season along with beginning and ending dates, schedule, rules & regulations.
 - Tournaments, Playoffs, and Invitationals requiring practice time must be submitted (10) working days prior.

Termination:

- Termination for cause shall include, but not be limited to fraud, lack of compliance with applicable rules, regulations, an 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:

- Lighthouse Private Christian Academy 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.
- Lighthouse Private Christian Academy shall comply with Florida Public Records 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 shall be a continuing release and shall remain in effect until revoked in writing.

Concessions

- Lighthouse Private Christian Academy must 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.

Consideration

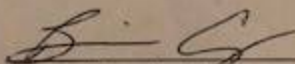
- Lighthouse Private Christian Academy shall pay the City consideration of One Hundred dollars (\$100) January 1, 2020.
- Additionally, Lighthouse Private Christian Academy agrees to make improvements during the second year to the facility i.e. Completion of painting the exterior and interior of the gymnasium, and resurfacing the gym floor.

Sent from my iPhone

TERMINATION OF THIS AGREEMENT: If for any reason either party wishes to terminate this agreement, they may do so by written notice to the other party thirty (30) days prior to the expected termination date.

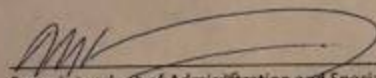
City of Pensacola
Parks and Recreation Department
222 West Main Street
Pensacola, Florida 32502
850-436-5670

Lighthouse Private Christian Academy
Colin Henderson
901 E. Gadsden St
Pensacola, Florida 32501
LHprivateacademy@aol.com
colinhendrickson@yahoo.com



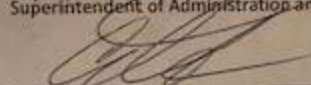
Parks and Recreation Director

3/19/20
Date



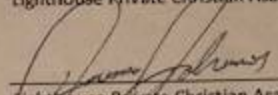
Superintendent of Administration and Special Projects

3/18/2020
Date



Lighthouse Private Christian Academy Executive Director

3/18/2020
Date



Lighthouse Private Christian Academy Founder/Head of School

3/18/2020
Date