

MEMORANDUM OF AGREEMENT
(GEN DANIEL "CHAPPIE" JAMES, JR. MEMORIAL PLAZA STEWARDSHIP)

THIS MEMORANDUM OF AGREEMENT, hereinafter "Agreement," is made and entered into this ____ day of _____, 2023, by and between the CITY OF PENSACOLA, a municipal corporation of the State of Florida, hereinafter referred to as the "City," and the GENERAL DANIEL "CHAPPIE" JAMES, JR. MEMORIAL FOUNDATION, INC., a Florida Not-For-Profit Corporation, hereinafter referred to as the "GDCJJMF."

Whereas, the City is the owner of the Wayside Park at the southeast entry-exit (Pensacola side of the Pensacola Bay) to the Gen. Daniel "Chappie" James, Jr. Bridge, hereinafter the "Bridge," the GDCJJMF intends to build as the Gen. Daniel "Chappie" James, Jr. Memorial Plaza, hereinafter referred to as the "Plaza," on the Wayside Park property. The Plaza will include significant memorials in honor of Gen. James, including a static display of a F-4C Phantom II, a statue of the General on a pedestal, Memorial Plaque on stone, and a flagpole with the Flag of the United States, and

Whereas, the GDCJJMF has been incorporated as a non-profit corporation for the following purposes relating to such plaza:

- A. Develop a vision and theme for the Plaza, located at the foot of the Bridge, and incorporate this cultural theme in decisions and recommendations concerning future improvement of the Plaza.
- B. Develop approval standards for Plaza tourist, cultural and reunion events, subject to City approval, which will allow and encourage the citizens to use and enjoy the Plaza.

C. Prepare and submit every five years, a State of the Plaza report to the City of Pensacola so that its citizens may be periodically, and formally, be apprised of issues affecting the Plaza. This report shall include, but not be limited to, the most recent outside audit of the GDCJJMF finances, as required annually by the Corporation's Bylaws, as well as any and all reports submitted to the IRS and the State of Florida and

WHEREAS, the City and the GDCJJMF recognize the significance of the Plaza to honor the service and sacrifice of Gen. James, who served the Nation through three wars, and

WHEREAS, the City and the GDCJJMF intend to have the Plaza serve as a tourist destination, incorporated into the Black Florida Heritage Trail, as a special place for such reflection and remembrance, and

WHEREAS, the City and GDCJJMF recognize that the creation of this Agreement by the City and GDCJJMF will facilitate and ensure the means to fulfill the noble intentions regarding the Gen. Daniel "Chappie" James, Jr. Plaza, and

WHEREAS, the City Council approved this Agreement on the ___ of _____, 2023,

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual benefits and obligations hereinafter set forth, to be kept and performed by the parties hereto, and other good and valuable consideration, the sufficiency of which is hereby expressly acknowledged, the City and the GDCJJMF agree as follows:

1. City grants to GDCJJMF an exclusive license to use the Plaza, a parcel of real property located at the foot of the Bridge on the Pensacola side of Pensacola Bay, within City property known as Wayside Park (hereinafter called the "Subject Property"), owned by the City of Pensacola and more particularly described in Exhibit "A," attached hereto, in furtherance of the intentions and purposes stated above. Nothing herein shall preclude the public from ordinary use and enjoyment of the Plaza in accordance with City, County, and State law, ordinances, and regulations.

2. GDCJJMF may not make any improvements to the subject property unless expressly authorized by the City.

3. GDCJJMF shall not be required to pay an annual license fee to the City.

4. GDCJJMF shall be responsible for the repair of all improvements upon the Subject Property.

5. It is understood and agreed that GDCJJMF accepts the Subject Property and the ground under it in its present condition, and no representation as to any portion, part, or section of said property is hereby made by the City, nor does the City warrant or represent that the property is safe or suitable for the purpose for which it is permitted to be used by GDCJJMF.

6. During the construction of the Plaza and installation of the F-4C Phantom II, pedestal and statue and the flagpole, GDCJJF agrees to purchase and maintain in full force and effect, liability insurance coverage, including contractual liability coverage on the Subject Property, the limits of liability of such coverage shall be at least \$1,000,000.00 combined single limits of liability per occurrence for bodily injury, including death and property damage. GDCJJF will agree to have in force, until the completion of said

construction. Prior to undertaking such activity upon the Subject Property, GDCJMF shall provide the City with a Certificate of Insurance, hereinafter "COI," satisfactory to the City, evidencing the existence of such insurance. Required insurance shall be documented in the COI which will provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal, adverse change, or restriction in coverage. The City of Pensacola shall be named on each COI as an Additional Insured, and this Agreement shall be listed. If required by the City, the GDCJMF shall furnish copies of the GDCJMF insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Any wording in a COI, which would make notification of cancellation, adverse change, or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Certificate Holder shall be listed as follows: City of Pensacola, Department of Risk Management, P.O. Box 12910, Pensacola, FL 32521-0063.

7. Inasmuch as the Subject Property is a memorial park with erected statues and monuments, the Subject Property is the property of the City. When the City has acknowledged in writing its satisfaction therewith, the aforementioned liability insurance for construction and installation will be canceled.

8. Without the previous written consent of the City Council, GDCJMF shall not be permitted to assign this Agreement or any estate or interest therein, sublet, or permit the occupancy of the Subject Property, or any part thereof, by anyone other than the GDCJMF. Any consent by the City to any act of assignment, subletting, or occupancy shall be held to apply only to the specific transaction thereby authorized.

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

10. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement is executed by the authorized representatives of the CITY OF PENSACOLA and GENERAL DANIEL "CHAPPIE" JAMES, JR. MEMORIAL FOUNDATION, INC. on the day and year first written herein.

CITY OF PENSACOLA,
A municipal corporation.

By: _____
D.C. Reeves, Mayor

, Council President

GENERAL DANIEL "CHAPPIE"
JAMES, JR. MEMORIAL
FOUNDATION, INC., a Florida not-for-
profit corporation.

By: _____
Cristov Dosev, President

ATTESTED TO:

Secretary (Seal)