

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN

PANAMA CITY
COMMUNITY REDEVELOPMENT AGENCY,

AND

BOYS & GIRLS CLUB OF BAY COUNTY

(Millville CRA District)

THIS MEMORANDUM OF UNDERSTANDING ("MOU") by and between the City of Panama City Community Redevelopment Agency ("CRA"), with the address of 501 Harrison Ave, Panama City, Florida 32401 and the Boys and Girls Club of Bay County, Inc., a Florida not-for-profit corporation ("Boys and Girls Club") with the address of PO Box 914, Panama City, Florida 32402, (collectively the "Parties") is for the purpose of providing activities, programming and transportation services to further the goals and objectives of the CRA Comprehensive Plan for the Millville District.

WHEREAS, the CRA adopted a Comprehensive Plan for the Millville District (the "CRA Comprehensive Plan") that includes goals and objectives related to youth development, education, community engagement, and economic development; and

WHEREAS, the Boys and Girls Club is a non-profit organization dedicated to enabling all young people, especially those who need it most, to reach their full potential as productive, caring, responsible citizens; and

WHEREAS, the Boys and Girls Club has the expertise, resources, and capacity to provide youth activities, programming, and transportation services that align with and further the goals and objectives outlined in the CRA Comprehensive Plan for the Millville District; and

WHEREAS, the Boys and Girls Club provides services that promote workforce improvement and therefore economic development in the Millville CRA District by providing a safe place for children after school hours that not only serves as childcare, but also provides tutoring and services designed to help the children in the community to become the workforce of the future; and

WHEREAS, the Boys and Girls Club is currently rebuilding their facility located in the Millville District of the CRA from the devastating destruction of Hurricane Michael in 2018 and without the support of the CRA for youth activities, programming, and transportation services over the term of this agreement, would not be able to provide the level of services and economic development impact on the youth and citizens in the Millville CRA District; and

WHEREAS, the CRA desires to engage the Boys and Girls Club to provide such youth activities, programming, and transportation services to benefit the residents of the Millville District and to continue to promote economic development within this district; and

WHEREAS, the Parties desire to memorialize their understanding regarding the provision of such services and the compensation to be paid therefore.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS:** All recitals above are incorporated herein.
2. **PURPOSE:** The purpose of this MOU is to establish and memorialize the terms and conditions under which the Boys and Girls Club will provide the youth activities, programming, and youth transportation services with the Millville District of the CRA that accomplish the goals and objectives outlined in the CRA Comprehensive Plan for the Millville District and the compensation to be paid by the CRA for such services.
3. **TERM, RENEWAL AND TERMINATION:**
 - 3.1 This MOU shall commence on the date first written above and shall continue for a period of two (2) years, unless earlier terminated as provided herein.
 - 3.2 This MOU may be terminated by mutual written agreement of the Parties at any time.

- 3.3 Either party has a right to cancel and terminate this agreement at any time upon the furnishing of thirty (30) days written notice to the other party.
- 3.4 In the event of termination of this MOU for any reason, the Boys and Girls Club shall be entitled to receive payment for Services properly performed up to the effective date of termination, prorated as necessary.

4. SCOPE OF WORK:

- 4.1 The Boys and Girls Club shall provide youth activities, programming, and youth transportation services (collectively, the "Services") as more particularly described in Exhibit A attached hereto and incorporated herein by reference.
- 4.2 The services shall be designed and implemented to accomplish and further the goals and objectives outlined in the CRA Comprehensive Plan for the Millville District and to provide positive impacts on the economic development of this district.
- 4.3 The Boys and Girls Club shall provide the Services in a professional manner consistent with industry standards and in compliance with all applicable laws, regulations, and policies.
- 4.4 The Boys and Girls Club shall be responsible for providing and maintaining adequate staffing, facilities, equipment, and resources necessary to provide the Services as described in Exhibit A.
- 4.5 The Boys and Girls Club shall provide quarterly reports to the CRA detailing the Services provided, the number of youth served, outcomes achieved, and progress toward accomplishing the goals and objectives outlined in the CRA Comprehensive Plan for the Millville District.

5. PAYMENT FOR SERVICES:

- 5.1 In consideration for the Services provided by the Boys and Girls Club, the CRA shall pay to the Boys and Girls Club the total sum of Four Hundred Thousand Dollars (\$400,000.00) over the two-year term of this MOU.

- 5.2 The total compensation shall be paid in quarterly installments of Fifty Thousand Dollars (\$50,000.00) each, with the first payment due within thirty (30) days after the effective date of this MOU and subsequent payments due every three (3) months thereafter.
- 5.3 All payments shall be made by check payable to "Boys and Girls Clubs of Bay County, Florida" and delivered to the address specified in Section 8 below, or by electronic funds transfer to an account designated by the Boys and Girls Club.
- 5.4 The Boys and Girls Club shall submit an invoice to the CRA at least fifteen (15) days prior to the due date of each quarterly payment, which invoice shall include a summary of the Services provided during the preceding quarter.

6. REPRESENTATIONS AND WARRANTIES:

- 6.1 The Boys and Girls Club represents and warrants that:
 - 6.1.1 It is a duly organized and validly existing non-profit corporation in good standing under the laws of the State of Florida;
 - 6.1.2 It has the power and authority to enter into and perform its obligations under this MOU;
 - 6.1.3 It has all necessary licenses, permits, and authorizations required to provide the Services;
 - 6.1.4 It has the expertise, experience, and resources necessary to provide the Services in accordance with this MOU;
 - 6.1.5 It shall comply with all applicable federal, state, and local laws, regulations, and policies in providing the Services; and
 - 6.1.6 It shall maintain appropriate insurance coverage as specified in Section 8 below.
- 6.2 The CRA represents and warrants that:
 - 6.2.1 It has the power and authority to enter into and perform its obligations under this MOU; and

6.2.2 The execution and deliver of this MOU has been duly authorized by all necessary action.

7. INSURANCE AND INDEMNIFICATION:

- 7.1 The Boys and Girls Club shall maintain, at its own expense, the following insurance coverage throughout the term of this MOU:
 - 7.1.1 Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - 7.1.2 Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit for each accident;
 - 7.1.3 Workers' Compensation Insurance as required by Florida law; and
 - 7.1.4 Professional Liability Insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.
- 7.2 The Boys and Girls Club shall name the CRA as additional insureds on the Commercial General Liability and Automobile Liability policies.
- 7.3 The Boys and Girls Club shall indemnify, defend, and hold harmless the CRA and their respective officers, directors, employees, and agents from and against any and all claims, demands, actions, causes of action, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Boys and Girls Club's performance of the Services or breach of this MOU, except to the extent caused by the negligence or willful misconduct of the CRA.
- 7.4 The provisions of this Section 7 shall survive the expiration or termination of this MOU.

8. NOTICES:

- 8.1 All notices, requests, demands, and other communications required or permitted under this MOU shall be in writing and shall be deemed to have been duly given when (a) delivered personally, (b) sent by confirmed email or facsimile, (c) sent by commercial overnight courier with written verification of receipt, or (d) mailed by registered or certified mail, postage prepaid and return receipt requested, to the Parties at the following

addresses (or at such other address as may be specified in writing by the Party to receive such notice):

If to the Boys and Girls Club:

Boys and Girls Club of Bay County, Florida
PO Box 914
Panama City, Florida 32402
ATTN: Henry Hank Hill, CEO
Email: _____

If to the CRA:

Panama City Community Redevelopment Agency
501 Harrison Avenue
Panama City, Florida 32401
ATTN: Jonathan H. Hayes, Executive Director
Email: jhayes@panamacity.gov

With a Copy to:

Nevin Zimmerman, City/CRA Attorney
Burke Blue
221 McKenzie Avenue
Panama City, Florida 32401
Email: nzimmerman@burkeblue.com

9. MISCELLANEOUS PROVISIONS:

- 9.1 **Entire Agreement.** This MOU, including Exhibit A attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, relating to such subject matter.
- 9.2 **Waiver.** No waiver of any provision of this MOU shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No waiver of any breach of any provision of this MOU shall constitute a waiver of any subsequent breach of the same or any other provision of this MOU.

- 9.3 **Severability.** If any provision of this MOU is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this MOU, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 9.4 **Assignment.** This MOU may not be assigned.
- 9.5 **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule.
- 9.6 **Venue.** Any legal action or proceeding arising out of or relating to this MOU shall be brought in the courts of Bay County, Florida, and each Party hereby irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding.
- 9.7 **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this MOU delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this MOU.
- 9.8 **Public Records.** The Boys and Girls Club acknowledges that this MOU and all documents related to it may be subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The Boys and Girls Club shall comply with all applicable requirements of the Public Records Law in performing its obligations under this MOU.
- 9.9 **Headings.** The headings in this MOU are for reference only and shall not affect the interpretation of this MOU.

SIGNATURES APPEAR ON FOLLOWING PAGE

WITNESSETH

That the Parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

**Panama City
Community Redevelopment Agency**

BY _____
Allan Branch, CRA Chairman

ATTEST _____
Jonathan H. Hayes,
CRA Executive Director

BY _____
Approved as to Form and Completion
Nevin Zimmerman, CRA Attorney

Boys and Girls Club of Bay County

BY _____
Henry Hank Hill, Chief Executive Officer

Millville CRA-Aligned Outcomes Matrix

Boys & Girls Clubs of Bay County – Chapman Unit - Millville

EXHIBIT A

CRA Priority Area	BGC Unit Program / Activity	Outputs Annual Service Delivery	Outcomes (Short& Long-Term Impact)
1. Public Safety & Crime Prevention	<ul style="list-style-type: none">• Daily supervised after-school program (1–6 PM)• Out of School & Summer program (7:30 AM–5:30 PM)• Character & leadership programs• Mentoring and behavioral guidance	<ul style="list-style-type: none">• 150 youth ages 6–18 served annually• 237+ days per year of structured supervision• 1,000+ hours of safe out-of-school programming per child per year	<ul style="list-style-type: none">• Reduced juvenile crime during peak risk hours• Improved decision-making and conflict resolution skills• Youth report feeling safer and more supported• Long-term reduction in neighborhood crime rates
2. Economic Development & Workforce Preparedness	<ul style="list-style-type: none">• Workforce readiness curriculum• Teen career exploration• Soft-skills development• Exposure to trades, local employers, and post-secondary pathways	<ul style="list-style-type: none">• 60+ teens engaged annually in workforce programs• Job readiness sessions delivered weekly• Partnerships with local businesses & training organizations	<ul style="list-style-type: none">• Youth develop workplace competencies• Increased teen employment readiness• Stronger local talent pipeline for Millville• Long-term economic mobility for families
3. Neighborhood Revitalization & Quality of Life	<ul style="list-style-type: none">• Clean, safe, well-maintained Chapman facility open year-round• Sports, recreation, and arts programs• Family engagement events	<ul style="list-style-type: none">• 237+ operational days per year• Dozens of community events and family nights• Hundreds of recreational program hours offered	<ul style="list-style-type: none">• Increased neighborhood stability and community engagement• Accessible, positive community hub for youth• Increased property value perception & neighborhood pride
4. Education & Youth Achievement	<ul style="list-style-type: none">• Power Hour homework help• Reading & math enrichment• Targeted academic support• STEM/STEAM activities	<ul style="list-style-type: none">• Over 1,000 homework help sessions annually• Daily academic enrichment• 30–50 youth supported with reading/math interventions during the year	<ul style="list-style-type: none">• Improved grades and school attendance• Increased reading/math proficiency• Higher on-time grade progression• Long-term increase in high school graduation
5. Family Stability & Community Support	<ul style="list-style-type: none">• Affordable childcare alternatives• Reliable all-day supervision in summer• Trusted relationships with parents• Consistent communication and resource navigation	<ul style="list-style-type: none">• 250+ family touchpoints per year• 10+ weeks of full-day summer support• Parent surveys and family engagement meetings	<ul style="list-style-type: none">• Reduced childcare burdens for working families• Higher parental workforce participation• Increased family satisfaction and stability• Stronger support networks within Millville
6. Health, Wellness & Safe Environments	<ul style="list-style-type: none">• Daily physical activity & sports• Nutrition education• Healthy habits & social-emotional programs• Mental health support referrals	<ul style="list-style-type: none">• Hundreds of hours of organized physical activity• Daily healthy lifestyle programming• Social-emotional learning delivered weekly	<ul style="list-style-type: none">• Improved physical and mental well-being• Reduced risk behaviors• Increased resilience and coping skills• Long-term healthier community

Summary for CRA Review

This matrix clearly demonstrates that the **\$400,000 CRA investment** directly advances redevelopment priorities by:

- **Reducing crime** and creating safer neighborhoods
- **Building a skilled future workforce** from within Millville
- **Increasing family stability** and enabling workforce productivity
- **Improving youth educational outcomes** and graduation rates
- **Promoting neighborhood vitality and quality of life**
- **Supporting long-term economic growth** tied to community development