



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PENSACOLA
AND
BREATHE YOGA AND WELLNESS CENTER, LLC**

The City of Pensacola (“City”) through its Parks and Recreation Department wishes to encourage the development of health and wellness programming to improve and promote the quality of life for all citizens and visitors of Pensacola. The City enters this Memorandum of Understanding (“MOU”) with the Activity Instructor Provider listed above in order to establish the responsibilities of both parties and to establish clear terms as to the use of City owned facilities by the Activity Instructor Provider.

I. Definitions

The following words and phrases, when used in the section, shall have the following meanings:

- A. *Activity Instructor* means Breathe Yoga and Wellness Center, LLC, as owner or authorized agent of owner leading an activity that is free and open to the public and provides health or wellness programming to the citizens of the City of Pensacola.

- B. *Primary Facilities* means Bayview Park.

- C. *City* means the City of Pensacola.

II. Responsibilities of Activity Instructor

Activity Instructor agrees:

- A. To provide the following documents to the City via the Special Event Supervisor:
 - i. 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.
 - ii. A complete schedule showing specific dates, times, locations.



- iii. List names of instructors from business/organization along with their proof of insurance and applicable licenses or certifications.
 - iv. Proof of commercial general liability insurance with a minimum liability limit of \$1,000,000 per occurrence and in the aggregate for each instructor. 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.
- B. To notify the City Point of Contact listed in this Agreement of all the following within the time frames specified:
- i. Immediately upon a change in leadership for instruction such as an alternative instructor to the instructor originally indicated. Each instructor will need to fill out an MOU.
 - ii. 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.
 - iii. 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.
 - iv. Additional use of facilities/program space requests must be in writing a minimum of 10 working days prior.
 - v. Request in writing, through the Parks and Recreation Department, Attention: Special Event Supervisor and obtain permission of the City prior to bringing a mobile concession or merchandise vendor into a City park, facility, or sports complex.
 - vi. The city of Pensacola has the right to rescind agreement without notice at the discretion of the City of Pensacola.
- C. To ensure:
- i. All equipment necessary to conduct a quality program is provided.
 - ii. After each use of a facility, all trash from the grounds is placed in a City provided receptacle.
 - iii. It adheres to all facility operating hours and closures during severe weather, due to repairs, renovations or holidays.
 - iv. 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 pertinent to programming disclosed. This information must be received for review by the City of Pensacola Parks and Special Event Supervisor and Marketing Coordinator 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.

- v. City of Pensacola Parks and Recreation Department, "Play Pensacola", be tagged to Facebook, Twitter and Instagram social media outreach using the social media handle @PlayPColaParks.
- vi. Facebook 'Event' creation and promotion be performed in conjunction, and not independent of, City of Pensacola Parks and Recreation Department, "Play Pensacola".
- vii. It will add the City of Pensacola to its Hold Harmless Agreement included as part of the participant registration and provide to the City upon request.
- viii. No fees or payment of any kind shall be received by the Activity Instructor in order for members of the public to participate in the activity described in this Agreement.

III. Hold Harmless

- A. The Activity Instructor 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. The Activity Instructor must add the City of Pensacola to its Hold Harmless Agreement included as part of the registration and provide to the City upon request.

IV. Responsibilities of the City

The City agrees:

- A. To provide space to adequately manage the activity being offered. However, continuous growth may impact the City's ability to offer additional space, therefore, growth must be managed and coordinated with the City.
- B. Mowing for all event locations.
- C. Routine maintenance to all City owned assets.



V. Points of Contact

Primary Instructor: Stacy Vann
Address:
(850) 572-6562
stacyvann@me.com

City of Pensacola: Nikki Gray
222 West Pensacola, FL 32502
(850) 436-5670
Email

Secondary Instructor: Madison Simmons
Address
(850)375-2939
Madisonsimmons314@gmail.com

VI. As Is Condition of Premises

Both parties agree that the use of the property is “as is”. The City does not provide an inspection of the area to be used for this activity prior to each use. It is the responsibility of the presenter and participants to ensure that any area of the ground that will be utilized is free from hazards. If there is a visible hazard, the participant or presenter that is the party to this MOU should relocate to a safer area and immediately report the hazard to Parks staff.

VII. Public Records

The parties acknowledge that if the Activity Service Provider is a “contractor” as defined in Florida State Statute Section 119.070, that the Activity Service Provider shall comply with all requirements listed in Attachment “A”.

VIII. Discrimination

Activity Instructor Provider shall ensure that policies are in place and are enforced to ensure there is no discrimination to employees, volunteers, participants, their families, caretakers, guardians, or observers based upon race, religion, national origin, disability, gender or sexual orientation.

IX. No Waiver

No waiver, alterations, consent, or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Mayor or his/ her designee.

X. Governing Law

This Agreement is governed and construed in accordance with the laws of the



State of Florida. The laws of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Agreement.

XI. Venue

Venue for any claim, actions, or proceedings arising out of this Agreement shall be in Escambia County, Florida.

XII. Assignment

The rights and privileges conferred by this Agreement shall not be assigned or transferred without the written consent of the City.

XIII. Cancellation

This Agreement may be cancelled at any time with thirty (30) days written notice by either party.

XIV. Term and Effective Date

This agreement shall take effect upon date of last signature and shall remain in full force and effect until the end of calendar year 2023.



IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed on the _____ day of _____, _____.

CITY OF PENSACOLA, FLORIDA

Activity Instructor Provider

Mayor, D.C. Reeves

Printed name and Title of above
signature as person authorized to legally
bind the Activity Service Provider.

Date: _____

Date: _____

Date: _____

Approved for form legality:

Attest: _____
City Clerk, Ericka Burnett

Approved as to Substance:

Adrian Stills
Parks and Recreation Director

Legal in form and valid as drawn:

City Attorney

Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D.** Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.