

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: July 8, 2026

Presenter's Name and Title: Laura Cross, Operations Manager, on behalf of Social Services

Prepared By: Gina King, Department Administrator

Temp. Reso. Number: 8727

Item Description: Temp. Reso. #R8727 AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT FOR THE FAITH PLACE CHURCH, INC., FOR THE FISCAL YEAR 2026 AND 2027. *(Social Services Operations Manager Laura Cross)*

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: Agreement to be signed on the dais

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: The City will receive approximately \$115,612.56 in rental fees for FY26/27 which will be deposited into rental revenue, Multi-Service Complex Acct#001-63-632-000-180-362100.


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8727**
 - **Exhibit A:** The Faith Place Church, Inc – Facility Use Agreement August 1, 2026-July 31, 2027



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Krishauna DeLisser, Director of Social Services

DATE: July 2, 2026

RE: Temp. Reso. No. 8727 authorizing the City Manager to execute a facility use agreement for The Faith Place Church, Inc., for the 2026/2027 Fiscal Year

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8727, authorizing the City Manager to execute a Facility Use Agreement with The Faith Place Church, Inc. for the 2026/2027 Fiscal Year.

ISSUE: The City Manager seeks authorization from the City Commission to execute the Facility Use Agreement with The Faith Place Church, Inc. ("The FPC") to provide church services every Sunday at the Alexandra P. Davis Multi-Service Complex.

BACKGROUND: The Social Services Department collaborates with local organizations through agreements to provide a variety of services for residents. The Department is proposing to provide space to The FPC every Sunday from August 1, 2026, through July 31, 2027, exclusively.

The organization will use the ballroom, multi-purpose room, card room, and aerobic room weekly for church services and classes. The City has the right to notify the organization within five (5) calendar days if the facility becomes unavailable, which is at the sole discretion of the City.

DISCUSSION: Church services will be held weekly at a rental fee of \$2,064.51 per week.

ANALYSIS: The City will receive approximately \$115,612.56 in rental fees for FY26, which will be deposited into rental revenue, Multi-Service Complex Acct #001-63-632-000-180-362100.

Temp. Reso. No. 8727

5/21/26

6/26/26

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF MIRAMAR, FLORIDA, APPROVING A FACILITY USE
AGREEMENT WITH THE FAITH PLACE CHURCH, INC.,
FOR THE FISCAL YEAR 2026/2027; AND PROVIDING FOR
AN EFFECTIVE DATE.**

WHEREAS, the Social Services Department (“Department”) currently manages multiple rental and recreational agreements with local organizations and service providers to offer a variety of programs for residents; and

WHEREAS, the Department is proposing to rent space at the Alexandra P. Davis Multi-Service Complex to The Faith Place Church, Inc.; and

WHEREAS, the focus is on both rental and recreational, as well as instructional activities; and

WHEREAS, church services and instructions will be held weekly for a period of one year, every Sunday from August 1, 2026, through July 31, 2027, exclusively; and

WHEREAS, the City Manager recommends approving the Facility Use Agreement with The Faith Place Church, Inc., for the 2026/2027 Fiscal Year; and

WHEREAS, the City Commission deems it to be in the best interest of the residents of the City of Miramar authorizing the Facility Use Agreement with The Faith Place Church, Inc. for the Fiscal Year 2026/2027.

Reso. No. _____

Temp. Reso. No. 8727

5/21/26

6/26/26

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it authorizes the City Manager to execute a Facility Use Agreement with The Faith Place Church, Inc., for the 2026/2027 Fiscal Year. The Agreement is attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8727

5/21/26

6/26/26

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Carson "Eddy" Edwards

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Carson "Eddy" Edwards	_____
Mayor Wayne M. Messam	_____

FACILITY USE AGREEMENT BETWEEN THE CITY OF MIRAMAR AND THE FAITH PLACE CHURCH, INC. FOR USE OF THE ALEXANDRA P. DAVIS MULTI-SERVICE COMPLEX.

This Agreement is entered into as of this ____ day of _____, 20____, between the City of Miramar ("City") and The Faith Place Church, INC. ("Organization") (collectively referred to as "Party" or "Parties").

RECITALS

WHEREAS, the Organization has expressed an interest in using the Ballroom, Multi-Purpose Room, Aerobic Room and Card Rooms at the Alexandra P. Davis Multi-Service Complex (Facilities), located within the City; and

WHEREAS, the City desires to establish a schedule and payment terms for the Organization's use of the Facility from August 1, 2026 ("Start Date") through and including July 31, 2027 ("End Date").

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Organization and the City agree as follows:

TERMS

1. **RECITALS**: The foregoing recitals are true and correct and are incorporated and made a part of this Agreement.

2. **TERM**: This Agreement shall commence on the Start Date and terminate on the End Date.

3. **SCOPE OF USE**:

A. The Organization shall have the use of Ballroom, Multi-Purpose Room, Aerobic Room and Card Rooms (area) at the "Facility" as set forth herein. The Organization's use of the Facility shall be for every Sunday on the following date(s):

Month	Dates	Year
August	2, 9, 16, 23, 30	2026
September	6, 13, 20, 27	2026

Month	Dates	Year
October	4, 11, 18, 25	2026
November	1, 8, 15, 22, 29	2026
December	6, 13, 20, 27	2026
January	3, 10, 17, 24, 31	2027
February	7, 14, 21, 28	2027
March	7, 14, 21, 28	2027
April	4, 11, 18, 25	2027
May	2, 9, 16, 23, 30	2027
June	6, 13, 20, 27	2027
July	4, 11, 18, 25	2027

B. The Organization’s use of the Facilities as set forth herein includes the use of the Ballroom, Multi-Purpose Room, Aerobic Room and Card Rooms area at the Facility. The City shall not be required to obtain any additional equipment aside from that already in use at the Facility.

C. The City shall notify the Organization within five (5) calendar days if the Facility becomes unavailable, which shall be in the sole discretion of the City. In such event of unavailability, rental payment will be adjusted, and the Organization will not be responsible for fees associated with cancellation.

D. The Organization shall provide the City with at least 21 business days’ advance written notice of a cancellation of a date(s). In the event that the Organization fails to comply with this advanced notice requirement and fails to utilize the Facility on a date(s) of usage, the Organization shall be responsible for the full rental payment of such date(s).

4. RENTAL PAYMENT: The rental rate for the area using Ballroom, Multi-Purpose Room, Aerobic Room and Card Rooms area, \$2064.51 per week total cost as set forth in the schedule. Payments will be made as follows:
The Organization shall pay the CITY fees collected within fourteen (14) days of the end of each month.

5. PUBLIC RECORDS: Organization shall comply with The Florida Public Records Act as follows:

- A. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
- B. Upon request by CITY's records custodian, provide CITY with a copy of 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 this Agreement.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Organization shall be delivered by Organization to CITY, at no cost to CITY, within seven days. All records stored electronically by Organization shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, Organization shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. Organization's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF ORGANIZATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ORGANIZATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

F. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to the Organization shall be withheld until all documents are received as provided herein.

6. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: The Organization understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and the Organization agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

7. INDEMNIFICATION: The Organization shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the Uses contemplated by this Agreement which are or are alleged to be directly or indirectly caused, in whole or in part, by any act, error, misconduct, omission, default or negligence (whether active or passive) of the Organization or its employees, agents or subcontractors (collectively referred to as "Indemnitors"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, errors, misconduct, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of Indemnitors to comply with any of the paragraphs herein or the failure of Indemnitors to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Indemnitors expressly agree to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Indemnitors, or any of its subcontractors, as provided above, for which Indemnitors' liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Indemnitors acknowledge that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity.

8. INSURANCE:

The Organization shall furnish to the City of Miramar, Risk Management Division, 2300 Civic Center Place, Miramar, Florida 33025, certificates of insurance indicating that insurance coverage has been obtained which satisfies the requirements indicted below. For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, the Organization shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured.

All required Endorsements must be attached specifically referring to the requirements of this agreement.

The following are required types and minimum limits of insurance coverage, which the Organization will be required to maintain during the term of this agreement.

<u>General Liability</u>	<u>Per Occurrence</u>	<u>Aggregate</u>
Comprehensive	\$1,000,000	\$2,000,000
Premises-Operations		
Contractual Liability		
Personal Injury		
Participant Liability		
Broad Form Property Damage		
Independent Contractors		
Cross Liability and Severability of Interest Clause		
<u>Workers Compensation</u>		
Statutory Amount		

This Agreement shall not be deemed approved until the Organization has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve such certificates.

ALL INSURANCE COMPANIES PROVIDED SHALL: be rated at least A VII per Best's Key rating Guide; be licensed to do business in Florida. The Organization's (liability insurance policies shall be endorsed to add the City of Miramar as an additional insured. The Organization's liability insurance shall be primary to any liability insurance policies carried by the City. The Organization shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused, until at least thirty (30) calendar days written notice has been given to the City by certified mail.

9. DEFAULT:

A. An event of default shall mean a breach of this Agreement by the Organization. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the Organization's failure to timely pay the Fee and any other amounts owed to the City pursuant to this Agreement.

B. In the event the Organization fails to comply with the provisions of this Agreement, the City may declare the Organization in default, notify the Organization in writing, and give the Organization ten (10) calendar days to cure the default. If the Organization fails to cure the default, the City may exercise all legal rights available to it by law or pursuant to this Agreement.

C. The City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

10. TERMINATION:

A. TERMINATION - For Convenience - This Agreement may be terminated in part or in whole by either Party for convenience upon 30 calendar days written notice to the other Party. In the event of such termination, the City shall be entitled to receive compensation for any rental payments due to the City through the date of the termination.

B. TERMINATION - For Cause - This Agreement may be terminated by either Party upon five (5) calendar days written notice to the other should such other Party fail substantially to perform in accordance with its material terms through no fault of the Party initiating the termination. In the event the Organization abandons this Agreement or causes it to be terminated by the City, the Organization shall indemnify the City against loss pertaining to this termination. In the event that the Organization is terminated by City for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10A and the provisions of Section 10A shall apply.

11. FORCE MAJEURE: Force Majeure shall mean an Act of God, lightning, earthquake, explosion, fire, flood, hurricane, tornado or similar occurrence, strike, an act of public enemy, civil disturbance or similar occurrence, or any other force majeure event as defined by state law, which has or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which are beyond the control of the City or the Organization and thus cannot be avoided. Such acts or events DO NOT INCLUDE inclement weather (except as noted above).

12. NONDISCRIMINATION: The Organization represents and warrants to the City that the Organization does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the Organization's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. The Organization further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

13. ASSIGNMENT: This Agreement shall not be assigned by the Organization, in whole or in part, without the prior written consent of the City, which may be withheld or conditioned, in the City's sole discretion.

14. NOTICES: All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other Party at the address indicated herein or to such other address as a Party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO ORGANIZATION:

Norman Hemming
The Faith Place Church, Inc.
4801 S. University Drive
Miramar, FL 33328

TO THE CITY OF MIRAMAR

Krishnauna DeLisser
Social Services Director
2300 Civic Center Place
Miramar, FL 33025

WITH A COPY TO:

Burnadette Norris-Week, Esquire
City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 North Avenue of the Arts (NW 7th Ave)
Ft. Lauderdale, FL 33311

15. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Florida. The Parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue for any action arising out of this Agreement shall be in Broward, County, Florida.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miramar, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

16. BINDING AUTHORITY; SUCCESSORS AND ASSIGNS: Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal authority to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the Parties hereto, their heirs, executors, legal representatives, successors, or assigns.

17. ENTIRE AGREEMENT: This instrument and its attachments constitute the sole and entire agreement of the Parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this

Agreement, are of no force or effect. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties herein.

18. COSTS AND ATTORNEY'S FEES: If either the City or the Organization is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing Party shall be entitled to recover from the other Party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

19. E-Verify In accordance with Florida Statutes §448.095, the Organization, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Organization will not hire any employee who has not been vetted through E-Verify. The Organization may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

FACILITY USE AGREEMENT BETWEEN THE CITY OF MIRAMAR AND THE FAITH PLACE CHURCH, INC. FOR USE OF THE ALEXANDRA P. DAVIS MULTI-SERVICE COMPLEX

WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Dr. Roy Virgin, City Manager

This _____ day of _____, 20____

Approved as to form and legal sufficiency
for the use of and reliance by the City
of Miramar only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

FACILITY USE AGREEMENT BETWEEN THE CITY OF MIRAMAR AND THE FAITH PLACE CHURCH, INC. FOR USE OF THE ALEXANDRA P. DAVIS MULTI-SERVICE COMPLEX

ORGANIZATION: THE FAITH PLACE CHURCH, INC.

Signature This ____ day of _____ 20____

Print Name Title _____

WITNESSES:

Signature

Print Name

Signature

Print Name