

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

Meeting Date: January 21, 2026

Presenter's Name and Title: Reginal Taylor, Senior Park Manager, Parks & Recreation Department

Prepared By: Jazmine Hall, Parks Operations & Logistics Coordinator

Temp. Reso. Number: 8574

Item Description: Temp. Reso. #R8574 AUTHORIZING THE CITY MANAGER TO EXECUTE A RECREATIONAL AGREEMENT WITH COMMUNITY ACCESS CENTER INC., FOR THE FISCAL YEAR 2026. (*Parks & Recreation Senior Park Manager Reginal Taylor*)

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: Agreement to be signed on 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: No Revenue

Content:

- **Agenda Item Memo from the City Manager to the City Commission**
- **Resolution TR8574**
 - **Exhibit A: Community Access Center – Recreational Agreement**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Billy Neal, Director of Parks & Recreation

DATE: January 15, 2026

RE: Temp. Reso. No. 8574 authorizing the City Manager to execute a Recreational Agreement with Community Access Center Inc., for the 2026 Fiscal Year

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R8574 authorizing the City Manager to execute a Recreational Agreement with Community Access Center Inc., for the 2026 Fiscal Year.

ISSUE: The City Manager seeks authorization from City Commission to execute a Recreational Agreement with Community Access Center to provide youth programming through its After-Care Program, Summer Camp, and Winter Camp.

BACKGROUND: The Parks and Recreation Department currently manages multiple recreational agreements with local organizations and service providers to offer a variety of programs for residents. Since 2016, Community Access Center has provided year-round youth programming through its After-Care Program, Summer Camp, and Winter Camp. These programs were created to offer a safe, structured, and engaging environment for children while supporting families who need reliable care during after-school hours and school breaks. The After-Care Program operates Monday through Friday from 2:45 p.m. to 6:00 p.m. and focuses on both recreational and instructional activities. Children receive guided homework assistance, enjoy hands-on cooking projects, participate in enrichment lessons, and learn from in-house guest speakers. The program also connects youth to citywide community events, helping them build teamwork, leadership, and social skills.

During Summer Camp and Winter Camp, the Community Access Center expands its services with full-day programming that includes field trips, themed activities, sports, arts, STEM projects, and character-building workshops.

Over the years, the center has grown into a trusted resource for families by providing affordable, high-quality youth development programs that keep children active, engaged, and supported throughout the entire year.

DISCUSSION: Maintaining this partnership is essential to sustaining the program. The City provides the location for the Center to carry out its programming. When it first began, there were only about 15–20 participants; however, participation has since doubled over the years.

ANALYSIS: There is no fiscal impact as there are no direct expenses to the City, nor are there any revenues paid to the City by the Center.

Temp. Reso. No. 8574
11/6/25
1/13/26

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF MIRAMAR, FLORIDA, AUTHORIZING THE CITY
MANAGER TO EXECUTE A RECREATIONAL
AGREEMENT WITH COMMUNITY ACCESS CENTER INC.,
FOR THE FISCAL YEAR 2026; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Parks and Recreation Department currently manages multiple recreational agreements with local organizations and service providers to offer a variety of programs for residents; and

WHEREAS, since 2016, Community Access Center has provided year-round youth programming through its After-Care Program, Summer Camp, and Winter Camp; and

WHEREAS, focuses on both recreational and instructional activities; and

WHEREAS, children receive guided homework assistance, enjoy hands-on cooking projects, participate in enrichment lessons, and learn from in-house guest speakers; and

WHEREAS, the City Manager recommends authorizing the execution of a Recreational Agreement with Community Access Center for the 2026 Fiscal Year; and

WHEREAS, the City Commission deems it to be in the best interest of the residents

Reso. No. _____

Temp. Reso. No. 8574
11/6/25
1/13/26

of the City of Miramar authorizing the City Manager to execute a Recreational Agreement with Community Access Center for the Fiscal Year 2026.

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 is authorizing the City Manager to execute a Recreational Agreement with Community Access Center Inc., for the 2026 Fiscal Year 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. 8574
11/6/25
1/13/26

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

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	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

**AGREEMENT
BETWEEN
CITY OF MIRAMAR
AND
COMMUNITY ACCESS CENTER
FOR
RECREATIONAL/INSTRUCTIONAL SERVICES**

**AGREEMENT
BETWEEN
CITY OF MIRAMAR
AND
COMMUNITY ACCESS CENTER
FOR
RECREATIONAL/INSTRUCTIONAL SERVICES**

THIS AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 20____ BY AND
BETWEEN THE CITY OF MIRAMAR, FLORIDA, A FLORIDA MUNICIPAL
CORPORATION, HEREINAFTER REFERRED TO AS CITY,

AND

Community Access Center, A 501(c) (3), NON-PROFIT HEREINAFTER REFERRED TO
AS CONTRACTOR.

WHEREAS the CITY desires to make Recreational/Instructional Services available;
and

WHEREAS the CONTRACTOR is an instructor in the area of educational youth
development who desires to furnish such recreational/instructional services.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises,
covenants, and payments, hereinafter set forth, CITY and CONTRACTOR hereby agree as
follows:

ARTICLE 1

SCOPE OF SERVICES

The CONTRACTOR agrees to:

- 1.1 Furnish recreational/instructional services in the area of afterschool and teacher planning days to enhance student academics, tutoring, STEM activities and extracurricular sporting activities.
- 1.2 Conduct afterschool program at the CITY'S Vernon Hargray Youth Enrichment Center for up to 30 (thirty) school children grades 6th thru 8th, at no cost to students, on a first come first serve basis. See attached calendar for 2025-2026.
- 1.3 Conduct the Summer Program at the CITY'S River Run Park Multi-Purpose Room, located at 9400 Miramar Blvd., Miramar, FL 33025.
- 1.4 Conduct the program in a term of classes at the City's Vernon Hargray Youth Enrichment Center for up to four (4) hours per day (2pm-6:00pm), Monday through Thursday throughout the regular school year. In addition, conduct programming on early release days from 12noon- 6pm. Utilize the classrooms and game room to run the program. Summer program will run from Monday – through Friday from 8:30am-5:30pm. Starting June 16, 2025, and ending July 24,2026.
- 1.5 Conduct these classes in a careful and responsible manner with due regard for the safety of the participants and others.
- 1.6 Be solely responsible, at his or her own expenses, for obtaining needed supplies which are not available from the CITY'S Parks and Recreation Department.
- 1.7 Be solely responsible for securing the services of and compensating such assistants or other such personnel, as may be required to adequately and safely perform the recreational or instructional services herein provided.
- 1.8 Provide services of the classes at the rate listed: Free at no cost to students.
- 1.9 Provides snacks at no additional cost.
- 1.10 Be solely responsible for coordinating, securing and expenses for transportation needs for all scheduled field trip outings.
- 1.11 Administer, control, and regulate ingress and egress to and from the classrooms to ensure a safe and secure environment for the children, with appropriate building personnel provided by the CITY.
- 1.12 Ensure classes remain uninterrupted except with the consent of the staff instructors or unexpected emergency.

- 1.13 Ensure that children enrolled in the Program are not participating in other CITY-sponsored extracurricular activities that conflict with the scheduled reading hours.
- 1.14 Assist in contacting parents regarding student absences.
- 1.15 Ensure the building is left in satisfactory condition as received with performing a walk thru before the commencement of program. Upon completion of the term, should the building require any repairs, cleaning, etc. the CONTRACTOR shall reimburse CITY for any required repairs, cleaning, etc.
- 1.16 CONTRACTOR shall ensure that all program participants (children) are picked up by an authorized parent or guardian no later than the scheduled pick-up time each day. In the event a child is not picked up on time, the CONTRACTOR is responsible for remaining with the child(ren) in a designated and authorized area until the child is safely released to an authorized adult. Children shall never be left unattended or in unauthorized areas under any circumstances.
- 1.17 CONTRACTOR shall not use any program or facility space for storage of personal or program-related items unless otherwise authorized in writing by the CITY. At the end of each program day, the CONTRACTOR is required to clean the used space, remove all materials and belongings, and return the area to its original condition by the scheduled closing time.

ARTICLE 2

TERM OF AGREEMENT

3. The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until September 30, 2026, of this Agreement by the CITY, unless terminated sooner as provided in Article 4, with a one (1) year renewable option at the CITY'S sole discretion, provided that the CONTRACTOR shall forward to the CITY an updated Certificate of Insurance, as described in Article 7 of this Agreement and an updated screening and background check, as described in Section 8.3 of this Agreement, at least thirty (30) days prior to the expiration of the one year term. Renewal of this Agreement beyond the one (1) year term is a prerogative of the CITY and not a right of the CONTRACTOR.

ARTICLE 4

TERMINATION OF AGREEMENT

- 4.1 The performance of work or services under this Agreement may be terminated immediately upon written notice from the CITY when the CITY determines it is in its best interests for the CITY or for the convenience of the CITY.
- 4.2 CONTRACTOR may terminate this Agreement for convenience by giving to the

CITY thirty (30) days written notice but must refund any unearned fees to program participants.

ARTICLE 5 **INDEPENDENT CONTRACTOR**

5. CONTRACTOR is an independent contractor under this Agreement. Personal services provided by CONTRACTOR shall be by employees, agents, officials or subcontractors of CONTRACTOR and subject to supervision by CONTRACTOR, and not as officers, employees or agents of CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, worker's compensation and unemployment compensation coverage, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of CONTRACTOR. CONTRACTOR will have no rights under the CITY'S worker's compensation, insurance benefits or similar laws. The CITY shall neither have nor exercise any control or discretion over CONTRACTOR or the CONTRACTOR's employees, agents, officials or subcontractors. CONTRACTOR shall be responsible for establishing hours of instruction (in coordination with other activities of the CITY), and methods of rendering services.

ARTICLE 6 **INDEMNIFICATION/HOLD HARMLESS CLAUSE**

6. CONTRACTOR shall indemnify, defend and hold harmless CITY, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts of CONTRACTOR its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement.

ARTICLE 7 **INSURANCE**

7. For programs which are active in nature, which shall be determined in the sole and exclusive discretion of the CITY, CONTRACTOR shall maintain liability insurance in an amount acceptable to the CITY'S Risk Manager and naming the City of Miramar as an additional insured.

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

General Liability

Per Occurrence

Aggregate

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		

Workers' Compensation

Statutory Amount

Agreement shall not be deemed approved until the CONTRACTOR has obtained all insurance required under this section and has supplied the City of Miramar with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City of Miramar 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. CONTRACTOR'S liability insurance policies shall be endorsed to add the City of Miramar as an additional insured. The CONTRACTOR'S liability insurance shall be primary to any liability insurance policies carried by the CITY. The CONTRACTOR 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.

ARTICLE 8

MISCELLANEOUS

- 8.1 CONTRACTOR shall, without additional expense to the CITY, be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the services specified herein. CONTRACTOR shall take proper safety and health precautions, including the employment of needed assistance, to protect participants, the CITY, and the public property of others. CONTRACTOR shall be responsible for all services performed until completion of this Agreement.
- 8.2 The CONTRACTOR shall not promote any privately-owned business or studio in any CITY facility or solicit a participant in a CITY Community Services Department facility class for any privately-owned business or studio. It is further understood that

such action(s) may result in immediate termination of the agreement and the forfeiture of all compensation due to the CONTRACTOR for the remaining term of the Agreement.

8.3 Prior to the execution of this Agreement, the CONTRACTOR shall furnish the CITY with a copy of a screening and background check, including a criminal background check for CONTRACTOR and CONTRACTOR'S officials, agents, employees, or subcontractors providing services under this Agreement. The CONTRACTOR shall be responsible for updating the CITY in writing with any additions and deletions of the individuals authorized to provide services under this Agreement. In the event that additional individuals are authorized to perform such services, the CONTRACTOR shall furnish the CITY with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such services. It shall be in the CITY'S complete and sole discretion as to whether the type of check and the results are acceptable.

ARTICLE 9

AUDIT AND INSPECTION RIGHTS

9.1 The CITY may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR which are related to CONTRACTOR'S performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

9.2 The CITY may, at reasonable times during the term hereof, inspect CONTRACTOR'S facilities and perform such inspections, as the CITY deems reasonably necessary, to determine whether the services required to be provided by CONTRACTOR under this Agreement conform to the terms of this Agreement. CONTRACTOR shall make available to the CITY all reasonable facilities and assistance to facilitate the performance of inspections by the CITY'S representatives.

ARTICLE 10

AMENDMENTS AND ASSIGNMENT

10.1 This Agreement constitutes the entire agreement between CONTRACTOR and CITY and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

- 10.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 10.3 CONTRACTOR shall not transfer or assign the performance of services called for in the Agreement without the prior written consent of the CITY, which may be withheld or conditioned in the CITY'S sole discretion.

ARTICLE 11

CONSENT TO JURISDICTION

11. 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 of any action to enforce this agreement shall be in Broward County, Florida. This agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

ARTICLE 12

NOTICES

12. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Magaly Prezeau, MPH
Executive Director
8910 Miramar Parkway, Suite 208
Miramar, FL. 33025
mprezeau@cacfl.org

FOR CITY:

Dr. Roy Virgin
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-3672

With A Copy to:

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

ARTICLE 13

NON-DISCRIMINATION

13. CONTRACTOR represents and warrants to the CITY that CONTRACTOR does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with CONTRACTOR'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. CONTRACTOR 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.

ARTICLE 14

PUBLIC RECORDS

14. Contractor 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 Contractor shall be delivered by Contractor to CITY, at no cost to CITY, within seven days. All records stored electronically by Contractor 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, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

E. Contractor'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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'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 Contractor shall be withheld until all documents are received as provided herein.

ARTICLE 15

HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS

15. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. 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, and no waiver shall be effective unless made in writing.

ARTICLE 16

SEVERABILITY

16. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 17

COSTS AND ATTORNEY'S FEES

17. If either CITY or CONTRACTOR 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.

ARTICLE 18

FIRST AID TREATMENT INDEMNIFICATION

18. CONTRACTOR further releases the CITY, and its officers, agents, employees, agents, servants, representatives, and volunteers from any and all suits, liability, claims or judgment of any kind, including attorneys' fees, and including without limitation, any claims by third parties, in any way concerning, relating to, arising out of, or in any manner connected with, any first aid treatment or lack thereof, or any services rendered or lack thereof, for injuries or illnesses, during participation in any activities, contemplated by this Agreement.

ARTICLE 19

NO AUTHORITY TO BIND

19. The CONTRACTOR shall have no authority to contract for or legally bind the CITY with respect to any matter, including, but not limited to the subject matter of this Agreement.

ARTICLE 20

SURVIVAL

20. All representations and other relevant provisions herein, including but not limited to the provisions set forth in Articles 5,6,7,9,13,14 and 18 of this Agreement, shall survive and thereby continue in full force and effect, upon termination of this Agreement.
- 20.1 E-Verify

In accordance with Florida Statutes §448.095, the Contractor, 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 Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor 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.

[THIS SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Respective dates under each signature: CITY OF MIRAMAR through its City Manager, authorized to execute same by the City Commission of Miramar, and by Community Access Center, by and through its CEO/Executive Director, attested to and duly authorized to execute same.

CITY OF MIRAMAR

ATTEST:

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:

Austin Pamies Norris Weeks Powell, PLLC
City Attorney

CONTRACTOR: COMMUNITY ACCESS CENTER

Magaly Precean
Signature

MAGALY Precean
Print Name

This 29 day of 9, 2025

CEO/Executive Director
Title

WITNESSES:

Signature

CHRISTOPHE HUBERT
Print Name

Signature

Rafael Tannuzzo
Print Name

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
CITY OF MIRAMAR
AND
COMMUNITY ACCESS CENTER
FOR
RECREATIONAL/INSTRUCTIONAL SERVICES**

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
CITY OF MIRAMAR
AND
COMMUNITY ACCESS CENTER
FOR
RECREATIONAL/INSTRUCTIONAL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT (the "FIRST AMENDMENT") ENTERED INTO THIS _____ DAY of _____, 20____ BY AND BETWEEN THE CITY OF MIRAMAR, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, HEREINAFTER REFERRED TO AS CITY,

AND
COMMUNITY ACCESS CENTER
HEREINAFTER REFERRED TO AS CONTRACTOR.

WHEREAS, the CITY and CONTRACTOR entered into an agreement ("Agreement") on February 6, 2025 for recreational/instructional services; and

WHEREAS, the CITY and CONTRACTOR desire to amend certain terms of the Agreement; and

WHEREAS, the CITY and CONTRACTOR desire to enter into the First Amendment to set forth the duties and obligations of each party.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments, hereinafter set forth, CITY and CONTRACTOR hereby agree as follows:

Section 1. Each and every WHEREAS clause set forth above is a true and correct recital and representation and incorporated herein as if set forth in full.

Section 2. Article 3, Terms and termination shall be amended as follows:

Article 3 shall be repealed, and a new section is created to read as follows:

Effective immediately, the term of this Agreement shall be modified to align with the City's fiscal year, which runs from October 1 through September 30. Accordingly, the term of this Agreement will now run through September 30, 2025. This amendment supersedes any prior provisions of the Agreement regarding contract term dates.

Section 3. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Respective dates under each signature: CITY OF MIRAMAR through its City Manager, authorized to execute same by the City Commission of Miramar, and by _____ and through its _____, attested to and duly authorized to execute same.

CITY OF MIRAMAR

ATTEST:

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:

By: _____
City Attorney
Austin Pamies Norris-Weeks Powell, P.L.L.C.

CONTRACTOR: COMMUNITY ACCESS CENTER

Magaly Prezean
Signature

This 29 day of 9, 2025

MAGALY Prezean
Print Name

CEO/Executive Director
Title

WITNESSES:

Signature

CHRISTOPHE HUMBERT
Print Name

Signature

Rafael Tamuzzo
Print Name