

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

Meeting Date: February 11, 2026

Presenter's Name and Title: Silvia Dominguez, Regional and Aquatics Park Manager for Parks & Recreation Department

Prepared By: Jacqueline Lovell-Santos, Department Administrator

Temp. Reso. Number: 8599

Item Description: Temp. Reso. #R8599 AUTHORIZING THE CITY MANAGER TO EXECUTE A RECREATIONAL AGREEMENT WITH THE MIRAMAR MERMAIDS SYNCHRO TEAM, L.L.C., FOR FISCAL YEAR 2026. *(PARKS & RECREATION REGIONAL AND AQUATICS PARK MANAGER SILVIA DOMINGUEZ)*

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: The City projects to receive \$8,000, annually, in revenue from this program, which will be deposited in Miramar Aquatics Contracted Services Account, #001-60-606-000-061-347260.

Content:

- **Agenda Item Memo from the City Manager to the City Commission**
- **Resolution TR8599**
 - **Exhibit A: Miramar Mermaids Synchro Team, LLC – 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: February 5, 2026

RE: Temp. Reso. No. 8599 authorizing the City Manager to execute a Recreational Agreement with the Miramar Mermaids Synchro Team, L.L.C., for Fiscal Year 2026

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R8599 authorizing the City Manager to execute a Recreational Agreement with Miramar Mermaids Synchro Team, LLC (“Miramar Mermaids”) for Fiscal Year 2026.

ISSUE: The City Manager seeks authorization from City Commission to execute the Recreational Agreement with Miramar Mermaids to provide synchronized swimming classes at Miramar Regional Park Aquatics Complex.

BACKGROUND: Miramar Mermaids is an established Miramar business offering synchronized swimming classes to members of the community since 2013. The team has swimmers in beginners, novice, intermediate skills and various age groups including athletes with disabilities (AWD).

The swimmers attend competitions all over Florida, out-of-state, and internationally. Miramar Mermaids provide training synchronized swimming which is a hybrid form of swimming, dance, and gymnastics, consisting of swimmers (either solo, duets, or teams) performing a synchronized routine of elaborate moves in the water, accompanied by music. This program not only embraces water safety but also gives participants an artistic outlet as well as build team spirit and confidence.

DISCUSSION: Maintaining this partnership with Miramar Mermaids and the City of Miramar will bring to the community a high-level form swimming which allows current swimmers as well as new swimmers a creative outlet that combines swimming and art.

ANALYSIS: Agreement terms call for the City to receive 30% of the revenue generated by the program which is paid to the City monthly. Based on historical data, the City projects to receive \$8,000 of revenue annually from this program. These funds will be deposited in Miramar Aquatics Contracted Services Account, 001-60-606-000-061-347260.

Temp. Reso. No. 8599
12/1/25
2/3/26

**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 THE MIRAMAR MERMAIDS SYNCHRO TEAM, LLC FOR 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 2019, Miramar Mermaids Synchro Team, LLC has provided synchronized swimming lessons and training at the Miramar Regional Park Aquatics Complex; and

WHEREAS, with a focus on providing all swimmers with an artistic outlet through synchronized swimming and to build great sportsmanship, discipline and confidence; and

WHEREAS, participants of Miramar Mermaids Synchro Team, LLC have an opportunity to compete not only at a local level but also at an international level; and

WHEREAS, the City Manager recommends authorizing the execution of a recreational agreement with the Miramar Mermaids Synchro Team, LLC for Fiscal Year 2026; and

Reso. No. _____

Temp. Reso. No. 8599
12/1/25
2/3/26

WHEREAS, the City Commission deems it to be in the best interest of the residents of the City of Miramar approving the execution of a recreational agreement with Miramar Mermaids Synchro Team, LLC for 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 authorizes the City Manager executing a recreational agreement with the Miramar Mermaids Synchro Team, LLC for Fiscal Year 2026 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. 8599
12/1/25
2/3/26

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	_____

Reso. No. _____

**AGREEMENT
BETWEEN
CITY OF MIRAMAR
AND
MIRAMAR MERMAIDS SYNCHRO TEAM, LLC
FOR
RECREATIONAL/INSTRUCTIONAL SERVICES**

AGREEMENT
BETWEEN
CITY OF MIRAMAR
AND
MIRAMAR MERMAIDS SYNCHRO TEAM, LLC
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

MIRAMAR MERMAIDS SYNCHRO TEAM, LLC

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 swimming 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 swimming.
- 1.2 Conduct a term of swimming classes Monday thru Friday: 5:00 pm -6:00 pm using pool lanes 8,7 and dive well area. 6:00 pm – 7:00 pm using dive-well area only and 7:00pm to 8:00pm using lanes 7,8 pool and dive well area . Saturdays: 9:00 am – 4:00 pm using 2 lanes and dive well area at Miramar Regional Park Aquatics Facility. IN ITS SOLE DISCRETION, the CITY shall have the right to relocate the classes/program to a different location at such facility or to a different CITY facility on a temporary or permanent basis.
- 1.3 Conduct these classes in a careful and responsible manner with due regard for the safety of the participants and others.
- 1.4 Be solely responsible, at his or her own expense, for obtaining needed supplies that are not available from the CITY'S Parks and Recreation Department.
- 1.5 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.
- 1.6 Provide services of swimming classes at a Monthly rate per level as follows: Synchro Novice \$140.00 and Synchro Intermediate \$160.00 for Miramar Residents. Non-residents add an additional 20%.

ARTICLE 2

COMPENSATION

- 2.1 The CONTRACTOR shall register all students, collect and record all fees. CONTRACTOR shall charge non-Miramar residents at least an additional 20% more than Miramar residents. The CONTRACTOR shall provide the CITY with a current list of names and telephone numbers of all registered participants. The CONTRACTOR shall also provide the CITY with a signed Release, Waiver and Indemnification Agreement, in the form attached as Exhibit "A", for each participant.
- 2.2 The CONTRACTOR shall pay the CITY, thirty percent 30% of all fees collected, within fourteen (14) days of the end of each month. Payments shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit, should the CITY require one to be performed. The documentation provided to the CITY shall also include a roster listing each participant's home address and fee paid. Payments shall be made to the following:

Attention: Finance Department
2300 Civic Center Place
Miramar, Florida 33025

- 2.3 Should CONTRACTOR fail to comply with this Article 2, two times or more during a Fiscal Year, the CITY reserves the right to require the CONTRACTOR to pay to the CITY 40% of the fees collected rather than 30% of such fees, as a penalty for such non-compliance, for the remainder of the term of the Agreement.

ARTICLE 3

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, 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 initial term. Renewal of this Agreement beyond the initial 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.

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

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 polices 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:

Grasy Noriega
5420 SW 129th Ave
Miramar, FL 33027
305-807-2665

FOR CITY:

Dr. Roy Virgin
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3333
Facsimile: (954) 602-3672

With A Copy to:

Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris Weeks, P.L.L.C.
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 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 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.

[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 Miramar Mermaids Synchro Team, LLC (CONTRACTOR), by and through its owner, attested to and duly authorized to execute same.

CITY OF MIRAMAR

ATTEST:

Denise A. Gibbs, CMC, City Clerk

BY: _____
Dr. Ro Virgin,
City Manager

This _____ day of _____, 20_____

BY: _____
Billy Neal,
Parks and Recreation Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF AND RELIANCE BY THE CITY OF
MIRAMAR ONLY:

Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris Weeks, P.L.L.C.
401 North Avenue of the Arts (NW 7th Ave)
Fort Lauderdale, FL 33311

CONTRACTOR: MIRAMAR MERMAIDS SYNCHRO TEAM, LLC

Signature

This ____ day of _____, 20__

Print Name

Title

WITNESSES:

Signature

Print Name

Signature

Print Name

