

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

Meeting Date: January 21, 2026

Presenter's Name and Title: Clarence Williams, Athletic Program Manager, Parks & Recreation Department

Prepared By: Jazmine Hall, Parks Operations & Logistics Coordinator

Temp. Reso. Number: 8583

Item Description: Temp. Reso. #R8583 AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH SOUTHWEST BROWARD JUNIOR ATHLETIC ASSOCIATION OPTIMIST, (SWBJAA) FOR THE 2026 FISCAL YEAR. *(Parks & Recreation Athletic Program Manager Clarence Williams)*

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 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: Staff anticipates receiving a minimum of \$3,750 in revenue from this agreement, which will be deposited into the Athletics Contracted Program Revenue Account No. 001-60-602-000-000-347260.

Content:

- **Agenda Item Memo from the City Manager to the City Commission**
- **Resolution TR8583**
 - **Exhibit A:**
 - **Southwest Broward Junior Athletic Association Optimist Inc. (SWBJAA) – Memorandum of Understanding**



**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. 8583 authorizing the City Manager to execute a Memorandum of Understanding with Southwest Broward Junior Athletic Association Optimist Inc. ("SWBJAA") for the 2026 Fiscal Year

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R8583 authorizing the execution of a Memorandum of Understanding with Southwest Broward Junior Athletic Association Optimist Inc. ("SWBJAA") for the 2026 fiscal year.

ISSUE: The City Manager seeks authorization from the City Commission to execute a Memorandum of Understanding with Southwest Broward Junior Athletic Association Optimist Inc. ("SWBJAA") to provide youth programming through its athletic league.

BACKGROUND: The Southwest Broward Junior Athletic Association Optimist ("SWBJAA") is a long-standing community-based youth sports organization dedicated to providing high-quality recreational and developmental athletic programs for families throughout the Southwest Broward region. As part of the greater Optimist International network, SWBJAA operates with a mission to promote positive youth development, sportsmanship, leadership, and community engagement through structured, safe, and inclusive sports activities.

For many years, SWBJAA has played a vital role in supporting youth athletics in Broward County, offering programs such as football, cheerleading, and recreational opportunities that appeal to a wide range of ages and skill levels. The organization relies on trained volunteers, committed coaches, and active parent involvement to ensure that children receive a well-rounded athletic experience that fosters teamwork, discipline, confidence, and personal growth.

DISCUSSION: Pursuant to this Memorandum of Understanding, the Southwest Broward Junior Athletic Association (SWBJAA) is granted organized access to City fields, gyms, and public facilities necessary to operate its youth athletic programs. In exchange, SWBJAA is responsible for proper program administration, maintaining safety standards, complying with all applicable municipal guidelines, and promoting sportsmanship and positive community values.

SWBJAA's long-standing consistency, strong community presence, and demonstrated positive impact make the organization a valued partner in providing accessible, affordable, and high-quality youth sports programming throughout Southwest Broward.

The City requires SWBJAA to remit a fee of Fifty Dollars (\$50.00) to the City for each non-resident participant enrolled in any SWBJAA activity.

ANALYSIS: Staff anticipates receiving a minimum of \$3,750 in revenue from this agreement, which will be deposited into the Athletics Contracted Program Revenue Account No. 001-60-602-000-000-347260.

Temp. Reso. No. 8583
12/1/25
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 MEMORANDUM OF
UNDERSTANDING WITH SOUTHWEST BROWARD
JUNIOR ATHLETIC ASSOCIATION OPTIMIST FOR THE
2026 FISCAL YEAR; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, Southwest Broward Junior Athletic Association Optimist ("SWBJAA") is a long-standing community-based youth sports organization dedicated to providing high-quality recreational and developmental athletic programs for families throughout the Southwest Broward region; and

WHEREAS, with a mission to promote positive youth development, sportsmanship, leadership, and community engagement through structured, safe, and inclusive sports activities; and

WHEREAS, the organization relies on trained volunteers, committed coaches, and active parent involvement to ensure that children receive a well-rounded athletic experience that fosters teamwork, discipline, confidence, and personal growth; and

WHEREAS, SWBJAA is granted organized access to City fields, gyms, and public facilities necessary to operate its youth athletic programs; and

WHEREAS, the City Manager recommends authorizing the execution of a

Reso. No. _____

Temp. Reso. No. 8583
12/1/25
1/13/26

Memorandum of Understanding with the SWBJAA for the 2026 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 City Manager to execute a Memorandum of Understanding with SWBJAA 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 Memorandum of Understanding with Southwest Broward Junior Athletic Association Optimist 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. 8583
12/1/25
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	_____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into as of _____ of _____, of 2025.

BETWEEN: **The City of Miramar**, further referred to as "CITY", a Florida Municipal Corporation, located at:
2300 Civic Center Place
Miramar, FL 33025

AND: **SOUTHWEST BROWARD JUNIOR ATHLETIC ASSOCIATION OPTIMIST, INC.**, further referred to as "SWBJAA" a not-for-profit corporation authorized to do business in the State of Florida, located at:
6210 SW 33RD STREET
MIRAMAR, FL 33023

1. PURPOSE AND SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the use of athletic fields and buildings located throughout the city. This MOU is intended to clearly depict the expectations of both parties.

2. BACKGROUND

Whereas the City of Miramar owns and/or operates and maintains current athletic fields and buildings within the CITY intended for recreational purposes, all of which is referred to herein as the "Property" and each referred to herein as a "Property."

Whereas the SWBJAA desires to use certain athletic fields and buildings for recreational purposes as set herein for the intended use and benefit of residents and non-residents of the CITY.

3. TERM AND TERMINATION OF THIS MOU

- The term of this MOU shall commence on _____ and terminate on September 30, _____.
- The MOU can be renewed for an additional one (1) year term upon mutual agreement, evidenced by a written amendment extending the term.
- This MOU can be terminated by the CITY provided it gives the SWBJAA forty-five (45) days' notice with or without cause.
- SWBJAA must provide upon execution and each subsequent renewal, the following:
 - o rules, regulations and bi-laws
 - o current certificate of insurance
 - o schedule of fees charged, including concession and membership fees
 - o verification of corporate status
 - o list of members of the board of directors (names, addresses and telephone numbers)

4. USE OF PROPERTY

- SWBJAA is required to establish and provide recreational teams for each sport and for each season.

- For any season where SWBJAA has no established recreational sports program, it will not be permitted to use the Property.
- The CITY agrees to allow the SWBJAA non-exclusive limited use of the "Property" provided the use of a Property is, in each case, first approved by the City Manager or his/her designee.
- SWBJAA must submit a request for use of a property at least thirty (30) days in advance of the planned use.
- Both parties agree that use by the CITY shall have first priority.
- CITY will require field shut down periods during the year for field restoration and renovation. SWBJAA will be notified of scheduled shut down periods and must not plan use during such times.
- SWBJAA shall not hang any banners on park perimeter fencing without CITY approval.

5. OPTOMIST OBLIGATIONS

- There must be a minimum of 75% CITY Miramar resident participation for any sport event for which a Property is used by OPTISMIST.
- SWBJAA shall allow residents to register before opening registration for nonresidents.
- SWBJAA will provide a full league roster at the end of the registration period.
- SWBJAA shall provide a complete list of names, addresses and phone numbers of all participants, coaches and managers. This should be provided within twenty (20) days of commencement of the sports activity.
- SWBJAA will comply with requiring background screening for all coaches, managers, officials, or volunteers prior to use of the property or start of operations. Updates will be required from season to season. SWBJAA will be responsible for the costs of all background screening required.
- All coaches, managers, officials, or volunteers must wear SWBJAA identification while on the property. Failure to do so may result in access being denied.
- SWBJAA will provide calendar of activities for each specific sports activity for approval and property reservation. This must be done no later than thirty (30) days prior to opening registration. Athletic Program Manager will provide confirmation of approval within ten (10) days of receipt.
- No unapproved or unscheduled event shall take place on CITY property.
- The CITY holds the discretion to stop any games or events not previously approved.
- SWBJAA agrees that it shall solely be responsible for all costs and/or expenses associated with or as a result of its operations and agrees that it shall be responsible for obtaining any and all licenses, permits and certifications required to operate as expected.
- SWBJAA agrees to comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state and federal agencies as applicable, including all City Park rules and regulations as they may be modified from time to time.
- SWBJAA will not discriminate against any person on the basis of race, color, religion, sexual orientation or gender in its use of the property or in its program operations.
- SWBJAA shall not make or permit any structural changes or improvements to the Property without written approval by the CITY. Any such approved improvements will remain part of the facility and property of the CITY, without any reimbursement expected.
- SWBJAA is required to pull a special event permit for all events other than regular season games and practices, specifically those requiring additional equipment such as stages, bounce houses, tents, food trucks, etc.

6. CITY OBLIGATIONS

- City shall provide daily maintenance of the facilities and shall supply adequate utilities for the facilities throughout the season, practices and games. These obligations are subject to City budgetary considerations.
- CITY will provide athletic field lighting to accommodate scheduled practices and games as scheduled and approved.
- CITY may limit the use of facilities to prevent overuse, misuse or abuse of facilities at its sole discretion.
- CITY reserves the right to determine suitability of any particular facility for use under this MOU. SWBJAA shall not seek remedy for its inability to use a facility if use is deemed to be unsuitable as determined by the CITY in its sole discretion.
- The CITY may issue keys to the facility to an authorized SWBJAA representative. Duplication of keys without approval will result in revocation of all key privileges and changing of affected locks at SWBJAA's expense.

7. FEES

- The CITY requires SWBJAA to make payment of Fifty Dollars (\$50.00) to CITY for each nonresident participant in any SWBJAA activity on the Property.
- Fees will be paid in one lump sum to the CITY within thirty (30) days of season commencement of that particular sports activity.
- Parties acknowledge that rosters can change, and registrations can continue past the commencement of the season, to which then SWBJAA has ten (10) days after the final registration date to make a supplemental payment.

8. ORGANIZATION STATUS AND GOVERNING RULES AND REGULATIONS

- SWBJAA must be maintained as a 501(c)(3) not for profit organization and must comply with all regulations as may be amended, required to maintain said status.
- Documentation must be provided on an annual basis demonstrating that status is maintained.
- SWBJAA must include the CITY representative in all meetings, including those that are held with the registered participants and parents or guardians of the participants. A minimum of fourteen (14) days' notice of any such meeting is required.
- Prior to the expiration of the MOU term, SWBJAA must provide the CITY with an Annual Report including financial statements for renewal consideration in addition to the items referenced in section 3 of this document.
- SWBJAA must adopt and strictly enforce a Players and Coach Code of Conduct.
- SWBJAA must maintain standards of conduct and have disciplinary penalties and or actions to be taken to ensure a safe and amicable environment.
- SWBJAA does not have the authority to sublease a facility/park/field to any other group or organization to include but not limited to sports camps and private instructors or coaches. The entities must contact the CITY directly to coordinate any such use.
- SWBJAA 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.

9. INDEMNIFICATION/HOLD HARMLESS CLAUSE

SWBJAA 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 SWBJAA, its

officials, agents, employees or subcontractors in the performance of the services for the SWBJAA under this Agreement.

10. INSURANCE

- SWBJAA 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 General Liability Insurance Endorsement must be attached specifically referring to the requirements of this agreement.
- All of the policies of insurance so required to be purchased and maintained shall contain a provision 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.
- Proof of insurance and the accompanying endorsement must be submitted to the City prior to the execution of this agreement.
- The following are required types and minimum limits of insurance coverage, which the SWBJAA 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		

11. PUBLIC RECORDS

- SWBJAA shall comply with The Florida Public Records Act as follows:
 - A. SWBJAA must 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 or all public records relating to this Agreement in the possession of SWBJAA shall be delivered by SWBJAA to CITY, at no cost to CITY, within seven days. All records stored electronically by SWBJAA 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, SWBJAA shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 - E. SWBJAA failure or refusal to comply with the provisions of this Section shall result in

the immediate termination of this Agreement by the CITY.

- F. IF SWBJAA 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.
- G. 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 SWBJAA shall be withheld until all documents are received as provided herein.

12. FIRST AID TREATMENT INDEMNIFICATION

SWBJAA 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.

13. 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 sub-contractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

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 SOUTHWEST BROWARD JUNIOR ATHLETIC ASSOCIATION OPTIMIST, INC (SWBJAA), by and through its President, 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 _____, 2025

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, P.L.L.C.

SOUTHWEST BROWARD JUNIOR ATHLETIC ASSOCIATION OPTIMIST, INC

Samuel Singuefield III This _____ day of _____, 20_____
Signature

Samuel Singuefield
Print Name

President
Title

WITNESSES:

C. M. G.
Signature

Charles F. Willey
Print Name

J. S.
Signature

Toshia Bracy
Print Name