

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

**Meeting Date:** February 11, 2026

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

**Prepared By:** Jacqueline Lovell-Santos, Department Administrator

**Temp. Reso. Number:** 8597

**Item Description:** Temp. Reso. #R8597 AUTHORIZING THE CITY MANAGER TO EXECUTE A RECREATIONAL AGREEMENT WITH IN THE TROPIX, L.L.C., D/B/A TROPIX DIVERS FOR FISCAL YEAR 2026. *(PARKS & RECREATION REGIONAL AND AQUATIC 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 approximately \$1,500.00 annually from this program which will be deposited into Aquatics Contractual Program Account, #001-60-606-000-061-347260.

**Content:**

- **Agenda Item Memo from the City Manager to the City Commission**
- **Resolution TR8597**
  - **Exhibit A: In The Tropix, LLC dba Tropix Divers– 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. 8597 authorizing the City Manager to execute a Recreational Agreement with In The Tropix, L.L.C. dba Tropix Divers for Fiscal Year 2026

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. R8597 authorizing the City Manager to execute a Recreational Agreement with In The Tropix, LLC dba Tropix Divers for Fiscal Year 2026.

**ISSUE:** The City Manager seeks authorization from City Commission to execute a Recreational Agreement with In The Tropix, LLC dba Tropix Divers to provide scuba diving training and certification.

**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. The Parks & Recreation Department is introducing scuba training, from beginner-level courses to full PADI (Professional Association of Diving Instructors) certifications, as well as local fun dives and dive tips through Tropix Divers. The program will be led by certified diving instructors.

This program is designed to give access to scuba diving for community members who may have never had the opportunity to experience the sport or learn about marine conservation. Tropix Divers also welcomes individuals with physical challenges and works to accommodate diverse needs, ensuring that everyone has the chance to participate and explore the underwater world. Classes are held at the Miramar Regional Park Aquatics Complex.

**DISCUSSION:** Classes are held on a weekly basis at Miramar Regional Park Aquatics Complex. Classes will cost \$50.00 for residents and \$60.00 for non-residents. The City

will receive 30% of the costs collected, which will be paid monthly to the City by the Vendor.

**ANALYSIS:** The City projects to receive approximately \$1,500.00 annually from this program which will be deposited into Aquatics Contractual Program Account, #001-60-606-000-061-347260.

Temp. Reso. No. 8597  
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 IN THE TROPIX, LLC DBA TROPIX DIVERS 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**, Parks & Recreation Department is introducing instructional programming in scuba diving for Miramar residents; and

**WHEREAS**, the focus is on both recreational and instructional activities; and

**WHEREAS**, the program goes beyond traditional scuba instruction by emphasizing ocean protection, confidence building, and enjoyable diving experiences led by expert instructors; and

**WHEREAS**, the City Manager recommends executing a a Recreational Agreement with In The Tropix, LLC dba Tropix Divers for Fiscal Year 2026; and

**WHEREAS**, the City Commission deems it to be in the best interest of the residents of the City of Miramar to authorize the execution of a Recreational Agreement with In The Tropix, LLC dba Tropix Divers for Fiscal Year 2026.

Reso. No. \_\_\_\_\_

Temp. Reso. No. 8597  
12/1/25  
2/3/26

**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 Recreational Agreement with In The Tropix, LLC dba Tropix Divers 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. 8597  
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

<b><u>Requested by Administration</u></b>	<b><u>Voted</u></b>
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**  
**IN THE TROPIX, LLC**  
**dba**  
**TROPIX DIVERS**  
**FOR**  
**RECREATIONAL/INSTRUCTIONAL SERVICES**  
**WITH PERMIT**

**AGREEMENT**  
**BETWEEN**  
**CITY OF MIRAMAR**  
**AND**  
**IN THE TROPIX, LLC**  
**dba**  
**TROPIX DIVERS**  
**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

IN THE TROPIX, LLC dba TROPIX DIVERS, A LIMITED LIABILITY CORPORATION, WITH A PRINCIPAL ADDRESS AS 5252 SW 155<sup>th</sup> AVENUE, MIRAMAR, FL 33027  
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 Scuba Diving 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 Scuba Diving.
- 1.2 Conduct a term of classes as outlined in the City of Miramar's permit, attached as Exhibit 1, which from time to time shall be updated and attached. Such permit shall be generated every year of programming and must be obtained at least one month prior to said programming.
- 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 expenses, for obtaining needed supplies which 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 such services at the rate outlined in the permit.

## **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**

4. 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.

5.

**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.

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 CONTRACTOR 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		

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 Parks and Recreation 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:           IN THE TROPIX LLC dba TROPIX DIVERS  
5252 SW 155<sup>th</sup> Avenue  
Miramar, FL 33027

FOR CITY:                    Dr. Roy Virgin  
City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, Florida 33025

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 7<sup>th</sup> 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 acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to CITY contracts, pursuant to the provisions of Chapter 119, Florida Statutes. CONTRACTOR agrees to maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. CONTRACTOR shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

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 the CITY. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, CONTRACTOR, whether finished or unfinished, shall become the property of the CITY and shall be delivered by CONTRACTOR to the City Manager, at no cost to the CITY, within seven (7) days of termination of this Agreement. All such records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the CITY's information technology systems. Upon termination of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein. 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.

## **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.

**21. 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 In the Tropix (CONTRACTOR), by and through its Board Member, 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\_\_\_\_

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:

\_\_\_\_\_  
Austin Pamies Norris Weeks Powell, PLLC  
City Attorney

**CONTRACTOR: TROPIX DIVERS**

\_\_\_\_\_  
Signature

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**EXHIBIT 1  
CITY OF MIRAMAR  
DEPARTMENT OF PARKS AND RECREATION  
TROPIX DIVERS**

**Facility Usage:**

Miramar Regional Park Pool

**Dates of Use:**

June 2024-July 2025

Sundays 09:00am – 04:00pm

Average Class Size: 2 – 4 Students

The charge per pool session will be:

\$50.00 per Residents

\$60.00 per Non-Resident

Non-residents add an additional 20%.

**Program Days, Times and Rates:**

Conduct a term of Scuba classes on Sundays at Miramar Regional Park Aquatic Complex between the hours of 09:00am-04:00pm using one lane line and the shallow area of the pool when available. The CITY shall have the right, in its sole discretion, to relocate the classes/program to a different location at such facility or to a different CITY facility on a temporary or permanent basis.

Provide services of Basics of SCUBA, Pool Only 2-hour session, diving and practicing skills.

Per Section 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 with the Contractual Class/Program Roster and a Monthly Roster listing each participant's home address, which proves residency, and fees paid.

**General:**

The Parks and Recreation Division shall notify CONTRACTOR within 24-hours in the event of unavailability due to unforeseen maintenance and/or required set up for special events.

It shall be the responsibility of CONTRACTOR to check all equipment for proper installation prior to the start of any activity. CONTRACTOR is to notify the CITY upon discover of any irregularities and suspend all lessons immediately. The CITY will not be responsible for any equipment installed or moved by any person not employed by the CITY.

CONTRACTOR agrees to provide coaches, officials, adult supervision and to keep the playing areas clean and litter free. CONTRACTOR shall provide adequate supervision for all the participants, coaches and spectators to promote sportsmanship and wholesome attitude for all activities.

The CITY shall have the right, in its sole discretion, to relocate the classes/program to a different location at the facility described above or to a different CITY facility on a temporary or permanent basis.

**Communications:**

In the event of inclement weather and/or unsatisfactory playing conditions, the Parks and Recreation Division shall notify CONTRACTOR as soon as possible. Any decision regarding playing conditions shall be made by the Parks and Recreation Director and/or designee and shall be final. In this case, the following person will be notified: Tropix Divers at 954-408-8711.

CONTRACTOR will give the CITY 24-hours' notice for make-up lessons, and the CITY will provide a facility, if conditions allow.

**Conflicts:**

It is mutually agreed that the CITY will share the use of Miramar Regional Park and Aquatics Facility with CONTRACTOR. Any conflicts with the CITY and/or CONTRACTOR's programs will be resolved internally between staff representatives from both parties. The CITY shall have the sole right to ask members/participants to leave a facility/room/field.

**Safety/Security:**

CONTRACTOR is to notify the CITY immediately of any usual incidents, accidents or occurrences that could present a safety concern to the general public.

**Contractor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

