

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

**Meeting Date:** November 17, 2025

**Presenter's Name and Title:** Holly Hicks, Assistant Director Parks & Recreation Department, and Alicia Ayum, Director of Procurement

**Prepared By:** Jazmine Hall, Parks Operations & Logistics Coordinator

**Temp. Reso. Number:** R8569

**Item Description:** Temp. Reso. #R8569 APPROVING A RECREATIONAL AGREEMENT WITH **BAPTIST HEALTH** FOR THE 2026 FISCAL YEAR. *(Holly Hicks, Assistance Director Parks & Recreation Department)*

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: Funding for Baptist Health is allocated in GL Account 001-60-100-572-000-603400 - \$5,200.**

**Content:**

- Agenda Item Memo from the City Manager to the City Commission
- Resolution TR8569
  - Exhibit A:
    - Baptist Health – 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:** November 12, 2025  
**RE:** Temp. Reso. 8569 approving a recreational agreement with Baptist Health for the 2026 fiscal year

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. R8508 approving the recreational agreement with Baptist Health for the 2026 fiscal year.

**ISSUE:** The City Manager seeks authorization from the City Commission to execute a recreational agreement with Baptist Health to provide Zumba classes.

**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 2018, Baptist Health has partnered with the City to offer weekly Zumba classes at no cost to the participants. Baptist Health reimburses 80% of the cost of a certified Zumba instructor. This partnership promotes community wellness by encouraging physical activity, reducing health risks, and fostering social connections among participants. The program has become a consistent and valued resource for residents to maintain active and healthy lifestyles.

**DISCUSSION:** Maintaining this partnership is essential to sustaining the program. When it first began, there were about 15–20 participants. To date, the participation has since tripled.

**ANALYSIS:** Funding for the agreement with Baptist Health to provide Zumba classes is allocated in GL Account 001-60-100-572-000-603400 - \$5,200.

Temp. Reso. No. 8569  
11/6/25  
11/10/25

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY  
OF MIRAMAR, FLORIDA, APPROVING RECREATIONAL  
AGREEMENT WITH BAPTIST HEALTH 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 2018, Baptist Health has partnered with the City to reimburse 80% of the cost of a certified Zumba instructor, offering free weekly classes to residents every Tuesday; and

**WHEREAS**, the program has become a consistent and valued resource for residents to maintain active and healthy lifestyles; and

**WHEREAS**, maintaining this partnership is essential to sustaining the program; and

**WHEREAS**, the City Manager recommends approving recreational agreement with Baptist Health 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 approving recreational agreement with Baptist Health for the Fiscal Year 2026.

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

Temp. Reso. No. 8569  
11/6/25  
11/10/25

**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 approves recreational agreement with Baptist Health 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. 8569  
11/6/25  
11/6/25

**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. \_\_\_\_\_



## City of Miramar Sponsorship Renewal Agreement

This agreement is made on the 1<sup>st</sup> day of October, 2025, between City of Miramar (“City”) and Baptist Health South Florida (“Sponsor”).

### RECITALS

The Sponsor is engaged in the business referred to in Item 3 of the Schedule (Description of Sponsors Business Activities) to provide exercise classes administered by certified and licensed instructors and, at the request of the City of Miramar, has agreed to provide the Sponsorship set out in Item 4 of the Schedule (Details of Sponsorship), subject to the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

#### 1. TERM

The term of the Sponsorship shall be for the period set out in Item 4(c) of the Schedule (Term of the Sponsorship) from October 1, 2025, to September 30, 2026, unless otherwise extended or terminated in accordance with this Agreement.

#### 2. SPONSORSHIP FEE/SERVICE/PRODUCT

- 2.1 In consideration of the grant of Sponsorship Rights under this Agreement, the Sponsor shall pay and/or provide to the City of Miramar, for the term of this Agreement, the Sponsorship Fee, Service, and/or Product(s) referred to in item 4(b) of the Schedule (Sponsorship Fee/Service/Product) at the times and in the manner referred to in that item.
- 2.2 The Sponsorship Fee/Service/Product shall be the entire amount payable or provided to the City of Miramar under this Agreement.
- 2.3 The City of Miramar shall only use the Sponsorship Fee/Service/Product for the sponsored activity referred to in Item 4(a) of the Schedule (Sponsored Activity) in a manner consistent with the reasons referred to in Item 4(a) of the Schedule (Sponsorship Rationale).

#### 3. SPONSORSHIP RIGHTS

- 3.1 The City of Miramar grants to the Sponsor the non-exclusive sponsorship rights set out in Item 5 of the Schedule (Rights of Sponsor) for the term of this Agreement.
- 3.2 All advertising and promotional materials produced, published, broadcast, displayed or exhibited by the Sponsor under Item 5 of the Schedule (Rights of Sponsor) shall be subject to approval by the City of Miramar.

3.3 The City of Miramar shall, whenever the Sponsored Activity is publicized, acknowledge the Sponsor in accordance with the recognition rights specified in Item 6 of the Schedule (Recognition of Sponsor).

#### **4. USE OF SPONSORS NAME AND/OR LOGO**

All advertising and promotional materials produced, published, broadcast, displayed or exhibited by the City of Miramar in respect of the Sponsored Activity shall acknowledge the Sponsor in a manner agreed to by both parties.

#### **5. USE OF THE CITY OF MIRAMAR'S NAME AND/OR LOGO**

- 5.1 All event/program advertising and promotional material produced, published, broadcast, displayed, or exhibited by the Sponsor in respect of the Sponsored Activity shall acknowledge the City of Miramar in a manner agreed to by both parties.
- 5.2 The Sponsor shall immediately, upon the termination or expiration of this Agreement, cease to use or otherwise refer to the City of Miramar name and/or logo in any manner that could imply that the Sponsorship under this Agreement is still in effect.

#### **6. BREACH AND TERMINATION**

- 6.1 If either party breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defrauding party within fourteen (14) days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.
- 6.2 The City of Miramar may terminate the Agreement immediately if any of the following events occur:
  - 6.2.1 The Sponsor's business operations or the business or activities of any associated company are contrary to any City of Miramar policy.
- 6.3 If this Agreement is terminated, the Sponsor shall not be required to pay any unpaid installments of the Sponsorship Fee/Service/Product. The Sponsor further agrees that the City shall not be required to reimburse the Sponsor the Sponsorship Fee, or any part thereof, that has been paid to the City.
- 6.4 The expiration or termination of this Agreement shall not prevent either party from taking action to enforce a term or condition of this Agreement in respect of any breach occurring prior to such expiration or termination.
- 6.5 Either party may terminate this Agreement upon 30 days' notice to the other party for any reason.

#### **7. NOTICES**

- 7.1 Unless otherwise directed in writing, notices, reports, and payments shall be delivered to the City of Miramar at the following address:

Dr. Roy Virgin, City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025

and to the Sponsor at the address and FAX number referred to in Item 2 of the Schedule.

- 7.2 A notice forwarded by FAX shall be deemed to be received by the addressee when recorded on the transmission result report as being a complete transmission.

## **8. AMENDMENTS TO AGREEMENT**

Any amendments to this Agreement shall only be valid if the amendment is in writing and signed by both parties.

## **9. ASSIGNMENT**

Neither party shall transfer, change or purport to assign, transfer or change this Agreement or any of its rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld.

## **10. EQUITY OF TREATMENT**

The Sponsor shall conduct its business in a manner which assures fair, equal and non-discriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sexual orientation, gender, age or national origin.

## **11. INDEMNIFICATION**

The Sponsor and City of Miramar agree to indemnify and save harmless, of either party, its elected officials, employees, agents, volunteers and assigns from and against all liabilities, damages, claims, demands, losses, costs and expenses, including attorneys' fees which may be asserted against either party which includes its elected officials, employees, agents, volunteers and assigns, due to sponsors negligence or breach of this Agreement. Sponsor's and City's grant of indemnity hereby survives expiration of this Agreement.

## **12. MISCELLANEOUS**

- 12.1 The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Broward County, Florida.
- 12.2 Relationship of parties. Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause the City to become or be deemed a partner of Sponsor in the conduct of its business, or otherwise, or to cause the City to become or be deemed a joint adventurer or a

member of a joint enterprise with Sponsor, as the City is and shall remain an independent contractor by reason of this Agreement.

- 12.3 By signing this Agreement, the Sponsor declares that this contribution is made voluntarily, and that no favors, promises, or assurances of any kind whatsoever have been made to the Sponsor, or any related entity, by the City, or any of its officials, employees, or representatives in connection therewith.

### **13. 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.

### **13.1 FORCE MAJEURE**

In the event that a Party's performance of this Agreement is prevented, restricted or interfered with by reasons due to acts of God, strikes, act of a public enemy, war, mines or other items of ordinance, blockage, public rioting, lightening, fire, storm, hurricane, flood, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, pandemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints or rules and peoples, civil disturbances, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment, and any other cause whether or not enumerated above or otherwise, which is not reasonably within the control of the party required to perform, the Party shall be excused from such performance on a day-to-day basis during the continuance of such prevention, restrictions, or interference, and the same shall not constitute a breach of this Agreement.

### **14. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the parties, regarding the subject matter herein.

### **15. NOTICE**

Whenever any notice, demand or request is required or permitted under this Agreement, that notice, demand or request shall be either hand-delivered in person or sent by United States mail, registered or certified, postage prepaid, or delivered via overnight courier to the address below or to any other address that either party may specify by notice to the other

party. Neither party shall be obligated to send more than one notice to the other party and no notice of a change of address shall be effective until received by the other party. A notice shall be deemed received upon hand delivery, three (3) days after posting in United States mail or one day after dispatch by overnight courier.

To CLIENT: Baptist Health South Florida, Inc  
9001 NW 33rd Street  
Doral, Florida 33172  
Attn: Contract & Sourcing Department

With a copy to: Baptist Health South Florida, Inc.  
6855 Red Road, Suite 500  
Coral Gables, FL 33143  
Attn: Corporate Vice President and General Counsel

To CONTRACTOR: City of Miramar  
2300 Civic Center Place  
Miramar, FL, 33025  
Attn: Billy Neal, Parks & Recreation Director

**EXECUTED by the parties on the date first written above this Agreement.**

**CITY OF MIRAMAR,**  
a Florida Municipal Corporation

\_\_\_\_\_ This \_\_\_\_\_ Day of \_\_\_\_\_ 20, \_\_\_\_\_  
Dr. Roy Virgin  
City Manager

ATTEST:

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

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

By \_\_\_\_\_  
Austin Pamies Norris Weeks Powell, P.L.L.C  
City Attorney

**SPONSOR: BAPTIST HEALTH SOUTH FLORIDA**

Signed by:  
By: Mihaela Ionescu  
A94A14D547DB495

Name: Mihaela Ionescu  
(Print or Type)

Title: AVP, Contracts & Sourcing Non-Clini

Signed by:  
Witness: Cindy Fernandez  
BFEFFFC8DFE24F8

Name: Cindy Fernandez, Sr Contract Admisnistrator  
(Print or Type)

DocuSigned by:  
Witness: Holly Hicks  
77C2CD059A89405

Name: Holly Hicks  
(Print or Type)



**(c) Term of Sponsorship**

*The term will be for a period of 12 months from the date of Execution of the Sponsorship Agreement.*

**5. RIGHTS OF SPONSOR**

*BHSF will use Community health email and grassroots marketing to reasonably promote the program which may include distribution of flyers at offices, events, meetings, social media (when possible), and working with other partners.*

*At the discretion of BHSF, they will also have exclusive rights to distribute water bottles and other items to all class participants.*

*In conjunction with the approval from the City, BHSF may set up a marketing or promotional area at the class location.*

*BHSF and the City of Miramar will mutually agree and identify certified and licensed instructors.*

*BHSF will receive waivers and monthly attendance sheets of program participants.*

*BHSF and the City of Miramar will maintain a sustained minimum average of 15 program participants per class, and work together to make any needed adjustments (i.e. class type, time, location, etc.) to achieve this goal.*

*BHSF and the City of Miramar will collaborate on branding and/or involvement from other organizations to ensure the mission and message of both parties are not compromised.*

*BHSF and the City of Miramar will collaborate and acknowledge that any use of other parties' logos or other marks must be first approved in writing by both parties prior to use and/or circulation on any marketing means.*

*BHSF has access to promote program information, promotional offers, and other communications to the City of Miramar employee, resident/customer distribution list serves, subject to prior written approval from the City's Parks and Recreation Director or designee.*

*BHSF will use various distribution channels as well as grassroots marketing to reasonably promote the program information, promotional offers, and other communication which may include the distribution of flyers at offices, events, meetings, social media (when possible), and working with other partners, subject to prior written approval from the City's Parks and Recreation Director or designee.*

**6. RECOGNITION OF SPONSOR**

*The City will promote all BHSF classes with the tag "Powered by Baptist Health South Florida"*

### Certificate of Completion

Envelope Id: 47020867-F01C-40D3-97CB-B765DED6907B	Status: Completed
Subject: City of Miramar Renewal CID 19589 Req# R001712781	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Cindy Fernandez
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	6855 S Red Rd.
	South Miami, FL 33143-3647
	CindyFer@baptisthealth.net
	IP Address: 24.206.91.8

### Record Tracking

Status: Original	Holder: Cindy Fernandez	Location: DocuSign
10/23/2025 3:15:49 PM	CindyFer@baptisthealth.net	

### Signer Events

Mihaela Ionescu  
 MihaelaI@baptisthealth.net  
 AVP, Contracts & Sourcing Non-Clini  
 Baptist Health South Florida  
 Security Level: Email, Account Authentication (None)

### Signature

Signed by:  
  
AD4A14D547DB495  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 24.206.68.67

### Timestamp

Sent: 10/23/2025 3:39:40 PM  
 Viewed: 10/23/2025 4:40:25 PM  
 Signed: 10/23/2025 4:40:31 PM

Electronic Record and Signature Disclosure:  
 Not Offered via Docusign

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent	Hashed/Encrypted	10/23/2025 3:39:40 PM
Certified Delivered	Security Checked	10/23/2025 4:40:25 PM
Signing Complete	Security Checked	10/23/2025 4:40:31 PM
Completed	Security Checked	10/23/2025 4:40:31 PM

### Payment Events

### Status

### Timestamps