

**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: 8586

Item Description: Temp. Reso. #R8586 AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE OPTIMIST CLUB OF MIRAMAR INC., (MIRAMAR OPTIMIST) 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: The City projects to receive a minimum of \$3,750 from this program which will be deposited into Athletics Contracted Program Account Revenue 001-60-602-000-000-347260.

Content:

- **Agenda Item Memo from the City Manager to the City Commission**
- **Resolution TR8586**
 - **Exhibit A:**
 - **The Optimist Club of Miramar Inc. (Miramar Optimist) – Memorandum of Understanding**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager *R. Virgin*

BY: Billy Neal, Director of Parks & Recreation

DATE: January 15, 2026

RE: Temp. Reso. No. 8586 authorizing the City Manager to execute a Memorandum of Understanding with The Optimist Club of Miramar Inc. (Miramar Optimist) for the 2026 Fiscal Year

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R8586 authorizing the City Manager to execute a Memorandum of Understanding with The Optimist Club of Miramar Inc. (Miramar Optimist) for the 2026 Fiscal Year.

ISSUE: The City Manager seeks authorization from the City Commission to execute a Memorandum of Understanding with The Optimist Club of Miramar Inc. (Miramar Optimist) to provide youth sports programming through its Athletic League.

BACKGROUND: Miramar's Optimist Club has long offered community-based youth activities. Miramar Optimist, a volunteer-driven nonprofit organization, promotes youth development, sportsmanship, leadership, and healthy lifestyles through recreational sports. The organization has been a key collaborator in local sports programs, mentoring young athletes and promoting community involvement across age groups and neighborhoods.

The Miramar Optimist Recreational Agreement formalizes the City of Miramar's and the club's commitment to provide inclusive recreation for kids and families. This agreement gives the group-controlled access to municipal facilities, fields, and recreational areas for football, cheerleading, baseball, softball, soccer, and other youth programs. These activities support the City's youth enrichment and public recreation objectives by fostering collaboration, discipline, and community.

DISCUSSION: The Optimist program has a longstanding history of strong community engagement and volunteer leadership that supports the success and sustainability of youth sports in the City of Miramar.

This agreement allows the City to continue offering scheduled recreational programming, strengthens community partnerships, and maximizes the use of public facilities to promote youth development. The agreement ensures that all programming complies with municipal requirements, safety standards, scheduling protocols, and facility maintenance expectations.

Pursuant to the agreement, Optimist shall remit a payment of Fifty Dollars (\$50.00) to the City for each nonresident participant, collected from program registration fees.

ANALYSIS: The City projects to receive a minimum of \$3,750 from Miramar Optimist, which will be deposited into Athletics Contracted Program Revenue Account 001-60-602-000-000-347260.

Temp. Reso. No. 8586
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 THE OPTIMIST CLUB OF
MIRAMAR INC. FOR THE 2026 FISCAL YEAR; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Miramar's Optimist Club has long offered community-based youth activity; and

WHEREAS, a volunteer-driven, nonprofit organization promotes youth growth, sportsmanship, leadership, and healthy lives via recreational sports; and

WHEREAS, the Miramar Optimist Memorandum of Understanding formalizes the City of Miramar's and the Miramar Optimist Club's commitment to provide inclusive recreation for kids and families; and

WHEREAS, this Agreement gives the group-controlled access to municipal facilities, fields, and recreational areas for football, cheerleading, baseball, softball, soccer, and other youth programs; and

WHEREAS, the City Manager recommends authorizing the execution of a Memorandum of Understanding with The Optimist Club of Miramar Inc. ("Miramar Optimist") for the 2026 Fiscal Year; and

Reso. No. _____

Temp. Reso. No. 8586
12/1/25
1/13/26

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 Miramar Optimist 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 The Optimist Club of Miramar Inc. for the 2026 Fiscal Year attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8586
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: **THE OPTIMIST CLUB OF MIRAMAR, INC.**,
further referred to as "OPTIMIST" a not-for-profit
corporation authorized to do business in the State of
Florida, located at:
P. O. Box 277565
Miramar, FL 33027

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 OPTIMIST 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 OPTIMIST forty-five (45) days' notice with or without cause.

- OPTIMIST 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

- OPTIMIST is required to establish and provide recreational teams for each sport and for each season.
- For any season where OPTIMIST has no established recreational sports program, it will not be permitted to use the Property.
- The CITY agrees to allow the OPTIMIST 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.
- OPTIMIST 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. OPTIMIST will be notified of scheduled shut down periods and must not plan use during such times.
- OPTIMIST 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.
- OPTIMST shall allow residents to register before opening registration for nonresidents.
- OPTIMIST will provide a full league roster at the end of the registration period.
- OPTIMIST 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.

- OPTIMIST 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. OPTIMIST will be responsible for the costs of all background screening required.
- All coaches, managers, officials, or volunteers must wear OPTIMIST identification while on the property. Failure to do so may result in access being denied.
- OPTIMIST 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.
- OPTIMIST 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.
- OPTIMIST 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.
- OPTIMIST 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.
- OPTIMIST 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.
- OPTIMIST 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. OPTIMIST 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 OPTIMIST representative. Duplication of keys without approval will result in revocation of all key privileges and changing of affected locks at OPTIMIST's expense.

7. FEES

- The CITY requires OPTIMIST to make payment of Fifty Dollars (\$50.00) to CITY for each nonresident participant in any OPTIMIST 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 OPTIMIST has ten (10) days after the final registration date to make a supplemental payment.

8. ORGANIZATION STATUS AND GOVERNING RULES AND REGULATIONS

- OPTIMIST 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.

- OPTIMIST 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, OPTIMIST 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.
- OPTIMIST must adopt and strictly enforce a Players and Coach Code of Conduct.
- OPTIMIST must maintain standards of conduct and have disciplinary penalties and or actions to be taken to ensure a safe and amicable environment.
- OPTIMIST 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.
- OPTIMIST 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

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

10. INSURANCE

- OPTIMIST 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 OPTIMIST will be required to maintain during the term of this agreement.

<u>General</u>	<u>Liability</u>	<u>Per</u>
<u>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

- OPTIMIST shall comply with The Florida Public Records Act as follows:
 - OPTIMIST must keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
 - 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.
 - 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.
 - 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 OPTIMIST

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

- E. OPTIMIST's 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 OPTIMIST 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 OPTIMIST shall be withheld until all documents are received as provided herein.

12. FIRST AID TREATMENT INDEMNIFICATION

OPTIMIST 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 Miramar Optimist Club, Inc (OPTIMIST), by and through its President, attested to and duly authorized to execute same.

CITY OF MIRAMAR

ATTEST:

BY:

Denise A. Gibbs, City Clerk 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.

THE OPTIMIST CLUB OF MIRAMAR, INC.

This _____ day of
_____, 20____

Signature

Evelyno Esquerete
Print Name Title

WITNESSES:

Marjorie Laurent

Signature

Marjorie Laurent

Print Name

Cherie Williams

Signature

Cherie Williams

Print Name