

RESOLUTION NO. 2024-039

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BRAM GROUP, LLC, D/B/A/ I9 SPORTS, LLC ("I9 SPORTS"), WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR I9 SPORTS TO PROVIDE YOUTH SPORTS PROGRAMMING TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town owns and operates the Country Estates Fishing Hole Park Multi-Use Play field and its ancillary facilities located at 18900 Griffin Road Southwest Ranches FL 33332 (the "Park"), which is intended for recreational purposes; and

WHEREAS, the Town desires to offer a variety of recreational and sporting activities for residents and the surrounding communities on this Park on an ongoing basis; and

WHEREAS, Bram Group, LLC d/b/a I9 Sports, LLC ("Licensee") desires to develop and to conduct athletic programs, activities, events, leagues and services, hereinafter referred to as "Programs," at the Park during normal operating hours, as determined by the Town Administrator or his/her designee, and in a professional and responsible manner with due regard for the safety of the participants and others; and

WHEREAS, this Agreement sets forth the Parties' understanding and agreement for the use of the Park during the period of time prior, during, and after the Initial Term of the Program, to wit, October 2024 through December 2025; and

WHEREAS, Licensee and the Town desire to enter into a Use Agreement for the Southwest Ranches Youth Sports Programming under the terms and conditions set forth hereinafter;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into a Use Agreement with Bram Group, LLC, d/b/a/ i9 Sports, LLC, in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 11th day of April, 2024, on a motion by COUNCIL MEMBER JABLONSKI and seconded by MAYOR BREITKREUZ.

| | | | |
|------------|------------|------------|----------|
| Breitkreuz | <u>YES</u> | Ayes | <u>5</u> |
| Allbritton | <u>YES</u> | Nays | <u>0</u> |
| Hartmann | <u>YES</u> | Absent | <u>0</u> |
| Jablonski | <u>YES</u> | Abstaining | |
| Kuczenski | <u>YES</u> | | |



Steve Breitkreuz, Mayor

ATTEST:



Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, J.D., Town Attorney
1001.2024.16

USE AGREEMENT

Southwest Ranches Youth Sports Programming

INITIAL TERM: October, 2024 through December, 2025

THIS AGREEMENT (“Agreement”) is made by and between the **TOWN OF SOUTHWEST RANCHES**, a Florida municipal corporation whose address is 13400 Griffin Road, Southwest Ranches, Florida 33330, (“Town”), and **BRAM GROUP, LLC d/b/a i9 SPORTS LLC**, a Florida Corporation, organized and existing under the laws of the State of Florida, with a business address of PO Box 279114, Miramar, FL 33027 (“Licensee”). The Town and Licensee may be referred to individually herein as a “Party,” and may be collectively referenced as the “Parties.” This Agreement is effective for the dates indicated below.

WHEREAS, the Town owns and operates the Country Estates Fishing Hole Park Multi-Use Play field and its ancillary facilities located at 18900 Griffin Road Southwest Ranches FL 33332, as described in “**Exhibit A**”, hereinafter referred to as “Park,” which is intended for recreational purposes; and

WHEREAS, the Town desires to offer a variety of recreational and sporting activities for residents and the surrounding communities on an ongoing basis, with priority access to Town residents; and

WHEREAS, Licensee desires to conduct athletic programs, activities, events, leagues and services, hereinafter referred to as “Program,” at the Park during normal operating hours, as determined by the Town Administrator or his/her designee, and in a professional and responsible manner with due regard for the safety of the participants and others; and

WHEREAS, this Agreement sets forth the Parties’ understanding and agreement for the use of public property owned by the Town of Southwest Ranches during the period of time prior, during, and after the Initial Term of the Program, to wit, October 2024 through December 2025.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the Parties, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties hereto agree as follows with respect to the Event.

1. Use of Park site and the Event.

Licensee may use and occupy the Park to provide athletic programs, activities, events,

leagues and services on each Saturday of the month, during the agreed upon Initial Term, with "Fall," "Winter," and "Spring" hours, depending on the time of year, as defined below.

The parties agree that Licensee shall establish, in conjunction with the Parks, Recreation, and Open Space Manager or his/her designee, a general policy and operational plan for the Program.

The parties agree that Town residents shall have priority, and the first right of refusal to participate in any athletic development programs, activities, events, and services offered by Licensee, as further described in the Program Management Requirements below.

Town and Licensee agree to perform the services as described in "**Exhibit B**", attached hereto, and incorporated herein and made a specific part hereof.

Licensee's use of the Park site shall be limited to the athletic programs, activities, events, leagues and services that the Town deems appropriate.

The Parties agree that this Agreement shall grant a revocable non-exclusive license to Licensee where, activities sponsored and/or operated by the Town's Parks and Recreation Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement. Upon reasonable notice to the Licensee, the Town may use the Park for a class, event, or function, thereby limiting Licensee's use of the Park site and possibly rendering the Park site unavailable to the Licensee. Licensee will notify the Town prior to its scheduled use of the Park site when the Park will not be used or occupied by Licensee. All activities at the Park must be supervised at all times by a representative of the Licensee.

Town, at its sole discretion, may prohibit the use of Park during any of the times Licensee is scheduled to occupy the Park in the event of park maintenance, inclement weather, or due to other circumstances which may arise that are beyond Parties' control.

2. Program Management Requirements.

All of the Program activities will operate one day per week on Saturdays. Start times and end times are to be determined based on field space and total number of participants. No field space is anticipated to be needed during the week or on Sundays unless contingencies arise causing no play on Saturdays.

- (A) Fall Season: Approximately October through December.
- (B) Winter Season: Approximately January through March.
- (C) Spring Season: Approximately April through June.

- (D) Southwest Ranches Resident Priority: Licensee understands and agrees that preference shall be given to participants who are Residents of Southwest Ranches. In the event that participation shall have need for a waiting period, first right of refusal shall be reserved for residents of the Town.
- (E)
- (F) Trash and Debris. Licensee shall take all steps necessary to control and manage trash, litter, and debris on the Park site caused by persons using, visiting, or occupying the Park site during the term of the activities.
- (G) Trash Disposal Town shall provide reusable trash receptacles and liners for use of the Licensee. Licensee shall be responsible for ensuring the proper storage of reusable receptacles provided by the Town. Licensee shall remove all waste material generated by the activities in waste receptacles and shall deposit such materials in the trash dumpster provided by the Town at the end of each Activity day.
- (H) Concessions. No concessions or food sales shall be permitted at the Park Site without prior approval by the Town.
- (I) Alcohol. Consumption and sale of alcohol shall be prohibited.

(H) Restoration of Park site. Licensee shall clean, remove structures and restore the Park site to a condition substantially identical to that existing on non-Program days unless otherwise provided by this Agreement. Such cleaning, and restoration shall be deemed complete only where Licensee has obtained the verbal or written confirmation of the Parks, Recreation, and Open Space (PROS) Manager following the designee's inspection that the Park site has been cleaned and restored as required by this Agreement. If the Town cleans, repairs and/or restores all or any part of the Park site as a result of Licensee's failure to do so as required by this Agreement, the Town shall submit its invoice of charges incurred to Licensee and Licensee shall pay all such charges in full within five (5) business days of receipt of the invoice or seven business (7) days of mailing, whichever is less. Failure to pay such charges shall permit the Town to refuse to approve future use of Town property or seek or institute any other remedy provided by law.

3. Transportation and Traffic.

- (A) Parking Plan. Licensee shall establish a Parking Plan for the site that: includes a schedule of activities and adequate parking attendants that meets the needs of and demands upon the Park site. Such Parking Plan shall include adequate number of handicapped spaces and an illustration of proposed routing of traffic in the area of the Program activities. ADA accessible routes to and from the Field and ancillary facilities exist on site.

- (B) Parking Management and Supervision. Licensee shall provide sufficient personnel to manage all access, ingress, and egress of vehicles at the Park Site and shall manage traffic so as not to interfere with reasonable access to other activity areas of the park or of public roads.

4. Indemnification and Insurance.

- (A) To the extent permitted by law, Licensee shall indemnify and save and hold harmless and defend the Town, its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of Licensee, its agents, servants or employees in the use of the Premises, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the uses or operations permitted under this Agreement. Nothing in this section is intended to alter or waive the Town's entitlement to statutory or common law sovereign immunity, or to extend the Town's liability beyond the limits established in Section 768.28, *Florida Statutes*, as amended. Moreover, nothing herein shall be construed as Town's agreement to be sued by third parties.
- (B) In addition, Licensee shall insure that any participants, who participate in any of the Programs sponsored by Licensee pursuant to this Agreement, shall execute any necessary disclaimers, releases, or other documents that shall release the Town from any liability associated with the programs described herein.
- (C) Licensee shall procure and maintain, at its own cost and expense, a general liability insurance policy or policies in an amount and form acceptable to the Town Administrator, sufficient to insure itself, and in addition the Town and its officers, agents and employees against all liabilities, claims, demands, actions or other obligations, including but not limited to against claims for bodily injury, death and property damage assumed by Licensee pursuant to this Agreement.
- (D) The minimum limits of such insurance policies or policies shall be \$1,000,000.00 combined single limit and the general liability insurance policy shall expressly provide that it is primary insurance and that its coverage will apply prior to utilization of Town of Southwest Ranches' general liability coverage.

- (E) The Town of Southwest Ranches shall be named as an additional insured under the terms of the policy and shall be provided with a standard form of certificate of insurance at least seven (7) business days before the implementation of this Agreement, which shall contain a requirement for thirty (30) calendar days prior notice of cancellation to the Town in the event of cancellation thereof.
- (F) On or before commencement of this Agreement, Licensee shall furnish the Town certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement.
- (G) Licensee shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this section by reason of its failure to procure or maintain insurance or by reason of its failure to procure to maintain insurance in sufficient amounts, duration or types.

5. Compensation.

Licensee agrees to pay the Town a total sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) per Program day, payable on the 10th day of the following month for the use of the Park Site. No security deposit is required.

6. Term and Renewal.

The term of this agreement shall be for an initial period of three 7-week seasons from October 2024 through December 2025. Upon expiration of the initial term, the parties may choose to terminate this agreement, or renew the agreement by written amendment signed by the parties hereto for a one year term (three or four additional 7-week seasons), commencing in October 2025 through December 2026, upon the same terms and conditions as the original Agreement, with compensation increase per Program day as mutually agreed, payable on the same terms and conditions as the original Agreement.

7. Termination for Convenience.

This Agreement may be terminated for Convenience by Town upon Town providing Licensee with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In no event shall Town be liable for consequential damages, including but not limited to, lost profits for Program Days not yet held, and no other compensation or damages shall be paid to or recovered by Licensee in any legal proceeding against Town. Upon being notified of Town's election to terminate, Licensee shall immediately cease any use of the Park site.

Licensee acknowledges and agrees that Ten Dollars (\$10.00), the adequacy of which is hereby acknowledged by Licensee, is given as specific consideration to Licensee for Town's right to terminate this Agreement for Convenience.

8. Assignment.

Licensee shall have no authority to assign any portion of the Park site licensed under this Agreement. Should Licensee attempt to assign this license, then the license shall be immediately terminated forthwith without prior notice to Licensee.

9. Damage to Premises.

- (A) Licensee agrees that all personal property, inventory, or stock placed on the Park site shall remain the property of Licensee and shall be placed on the Park site at the risk of Licensee. Licensee shall give the Town immediate written notice of any occurrence, loss, incident, or accident occurring on the Park site.
- (B) All property of Licensee shall be removed from the premises at the end of each program day that the premises are occupied by the Licensee.
- (C) The Licensee may store soccer goals on the premises, secured via lock to the fence. Licensee shall not keep or store any other property at the Park site.
- (D) Following each day Licensee uses or occupies the premises they shall return the premises to Town in the same condition in which it was provided, normal wear and tear excepted.
- (E) Licensee shall be responsible for any and all damage to the Park site which occurs during Licensee's use thereof. Licensee shall pay the reasonable cost of repair for all damage to the Park site caused by Licensee's actions or omissions in connection with the conduct and use of the Park site, including but not limited to damage to signs, fencing, park structures and amenities, and landscaping.

10. Inspections.

Town, its agents, or authorized employees may enter upon the Park site at all reasonable times and hours, to examine same to determine if Licensee is properly using and maintaining the Park site according to this Agreement. This Agreement shall not prohibit or prevent visitation or entry by any Town employee or agent for the purpose of inspection, visitation, or other activity not inconsistent with this Agreement.

Additional Requirements.

- (A) Except as otherwise provided for herein, the Town Administrator or their Designee shall be the sole representative of the Town responsible for administering the provisions of this Agreement.
- (B) Licensee shall abide by the Town Administrator's directions and requirements which are not inconsistent with this Agreement, and which are necessary to protect the health, safety, and welfare of the residents of the Town.
- (C) Licensee understands and agrees that it and the conduct and use of the Park site shall be subject to all applicable laws of the state of Florida and the Town of Southwest Ranches.
- (D) E-Verify. In accordance with Florida Statutes §448.095, the Licensee, prior to commencement of services or payment by the Town, will provide to the Town 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 Town. The Licensee will not hire any employee who has not been vetted through E-Verify. The Licensee may not subcontract any work for the Town to any sub-Licensee that has not provided an affidavit stating that the sub-Licensee does not employ, contract with or subcontract with an unauthorized alien.
- (E) Scrutinized Companies. Licensee hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If Town determined that Licensee has falsely certified facts under this paragraph or if Licensee is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, Town will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The Town reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Town reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

- (F) Licensee shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.
- (G) This Agreement shall bind the parties and extend to their respective representatives.
- (G) All documents that Licensee is required to submit to the Town Administrator pursuant to this Agreement shall be either delivered electronically, mailed, or hand-delivered to Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330.
- (H) This Agreement represents the entire agreement between the Licensee and the Town as related to the Licensee's use of the Park site described herein and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendment to this Agreement shall be in writing and executed by both the Town and Licensee.

Remainder of page left blank intentionally. Signature page follows.

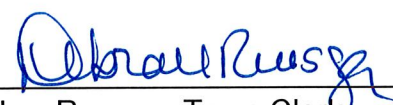
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

DATED THIS 11 DAY OF April 2024.

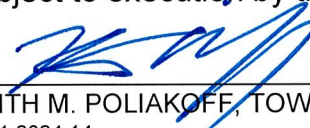
TOWN OF SOUTHWEST RANCHES

By: 
Russell Muñiz, Town Administrator


ATTEST:


Debra Ruesga, Town Clerk

I HEREBY CERTIFY that I have approved this agreement as to form and legal Sufficiency subject to execution by the parties:


KEITH M. POLIAKOFF, TOWN ATTORNEY
1001.2024.14

Bram Group, LLC, d/b/a i9 Sports

By: 
Armando DeMolina, Managing Member

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of April, 2024, by Armando Demolina, Managing Member of Bram Group, LLC. He is personally known to me or has produced as identification.



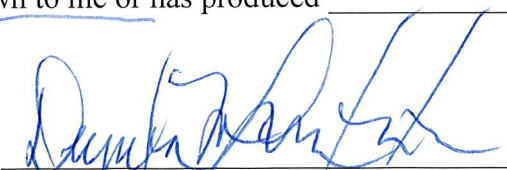

NOTARY PUBLIC, State of Florida

EXHIBIT "A"



EXHIBIT "B"

Licensee Responsibilities:

- 1) Licensee shall comply with all statutes, Town ordinances, rules, orders, regulations and requirements of the Federal, State, County and Town government as may be applicable to the use of Park site and recreational field, for the safety of the public and the correction, prevention and abatement of nuisances or other grievances in connection with the use of the park and youth fields hereunder.
- 2) Licensee shall indemnify and save and hold harmless the Town from and against all claims, suits, actions, damages, or causes of action arising during the term of this agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the facilities for which this agreement is entered into, or its agents, employees, invitees, participants and all other persons, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of defense of any such claim, suit or action, and the investigation thereof. Nothing in this agreement shall be deemed to affect the rights, privileges and immunities of cities and counties as are set forth in Section 768.28, Florida Statutes.
- 3) Licensee agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of, its operation under this Agreement. Licensee further agrees that it shall be responsible for obtaining any and all licenses, law enforcement security, permits, or certificates required to operate under this Agreement, including the costs associated therewith.
- 4) Licensee agrees that it shall not discriminate against any person on the basis of race, color, religion or gender in its use of the aforementioned facilities.
- 5) Licensee agrees that it shall not make, or permit to be made, any structural changes or improvements to the facilities, except upon written approval of the Town. Any changes or improvements made with written approval of the Town shall remain as part of the facility at the end of the term of this Agreement.
- 6) Licensee will provide daily maintenance of the rented fields throughout the regular season, practices and games, as well as tournament field preparations and maintenance. Licensee will provide their own daily lining/markings for program spacing throughout agreement period.
- 7) Licensee shall provide at each facility for the duration of each event, as indicated on Appendix "A", a First Aid kit in a form acceptable to the Town. Evidence of such provision shall be provided to the Parks, Recreation, and Open Space Manager or

his/her designee prior to the commencement of each activity, or as deemed necessary by the Parks, Recreation, and Open Space Manager.

- 8) Licensee shall require that all officials, coaches, volunteers and instructors undergo Level II background screening prior to supervising children, and furnish the Town with verification that background checks have been completed, which fully confirm that all officials, coaches, volunteers and instructors are able to work with children. The background checks must be performed by a company or agency approved by the Town.
- 9) Licensee shall provide the Parks, Recreation, and Open Space Manager or his/her designee with a calendar of activities for each specific Program activity. Each calendar shall be due no later than thirty (30) days prior to the opening registration date and shall include (a) beginning and ending registration dates; (b) beginning practice dates; (c) beginning game dates; (d) scheduled end of season; (e) requested tournament dates and approximate number of teams in the appropriate divisions of each activity; (f) provide the Town with any special maintenance requirements with at least seven (7) days prior notice.
- 10) Licensee shall ensure cleanup and sanitation of site and must leave the premises within one (1) hour of Program closing, leaving behind no trash, litter, or debris.
- 11) Licensee will provide the Town with information contained within participant rosters, including participant names and addresses, applications and/or corresponding documentation, including percentages of Town of Southwest Ranches Residents and non-residents, and any other requisite documentation.
- 12) Licensee will serve as liaison for participants to the Town of Southwest Ranches.
- 13) Licensee will be responsible for submitting all advertisements, flyers, banners, and promotional materials to the Town for prior approval.
- 14) Licensee will provide preferential pricing for Southwest Ranches residents via a promotional code within its customary pricing tier in substantially the same form as set forth below. Any future rate increases shall require prior written approval of the Town. Programming may be updated or modified to meet the needs of the community with prior written approval by the Town.

current pricing tier

| | | | |
|--------------------------|-------|-------------------------------------|-------|
| Offseason pricing fee | \$179 | SWR resident using promo code "SWR" | \$149 |
| Early Registration fee | \$189 | SWR resident using promo code "SWR" | \$159 |
| Regular Registration fee | \$199 | SWR resident using promo code "SWR" | \$169 |
| Late Registration fee | \$219 | SWR resident using promo code "SWR" | \$189 |

The \$30 discount for Southwest Ranches residents would be off the fee for each tier.

Town of Southwest Ranches Responsibilities

- 1) Town will provide maintenance of the rented fields, including mowing, weed control and fire ant control, throughout the regular season, practices and games with the exemption of lining/marketing of program fields.
- 2) Town may, in its sole discretion, limit the use of the fields to prevent overuse, misuse or abuse of the fields.
- 3) Town reserves the right to determine the suitability of any particular facility for use under this Agreement. Town shall bear no responsibility, nor shall Licensee seek any redress, for Licensee's inability to use a facility as provided herein, when, in the reasonable determination of the Town, a facility (or facilities) is deemed to be unsuitable for use for any period of time.
- 4) At all times, Town shall administer and enforce all applicable Town codes, policies and procedures. Town shall take such action as is necessary to prevent misuse of the facilities and/or misconduct by participants.
- 5) Town reserves the right to cancel, reschedule or change the location for any activities held at any of the Town's facilities. The Town may attempt to provide an alternative location for Licensee if facilities are not available, but Town is under no obligation to provide such replacement facilities to Licensee.
- 6) Town will provide access to the Premises from 7:30am – 4:00pm on Saturdays, based upon schedule for Program activities provided by licensee and agreed-upon by the Town.
- 7) Town will assist Licensee in the promotion of the Program by providing the following: articles and/or listing in the Southwest Ranches newsletter, banner space for promotion at Premises, and listing on the Town's Website and Social Media.
- 8) Town will provide access to accessible restrooms with handwashing facilities for Program participants.
- 9) Town will provide access to dumpster for the disposal of trash and debris for the program.
- 10) Town will provide a lockable gate to control access to the premises.