

**RESOLUTION NO. 2025-058**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING THE FIRST AMENDMENT TO THE USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BRAM GROUP, LLC, D/B/A/ I9 SPORTS, LLC ("I9 SPORTS"), FOR THE PROVISION OF YOUTH SPORTS PROGRAMMING TO THE TOWN; AMENDING THE TERM AND USE OF THE SITE, PROVIDING FOR COMPENSATION TO THE TOWN AT THE END OF EACH SEASON, AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on April 11, 2024, pursuant to Resolution No. 2024-039, the Town entered into a Use Agreement with Bram Group, LLC d/b/a I9 Sports, LLC ("Licensee") for the purpose of providing athletic programs, activities, events, leagues and services, ("Programs") on Saturdays from October 1, 2024 through December 31, 2025, at the Country Estates Fishing Hole Park (the "Park"); and

**WHEREAS**, Licensee desires to utilize the Park on Sundays and to extend the term of the Agreement; and

**WHEREAS**, Licensee and the Town wish to amend certain terms and conditions contained within the Agreement; and

**WHEREAS**, this First Amendment to the Agreement amends the Parties' understanding and agreement for the use of the Event Site during the period from October 1, 2024 through December 31, 2026;

**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 approves the First Amendment to the Use Agreement with Bram Group, LLC d/b/a I9 Sports, LLC ("Licensee"), 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.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to execute the First Amendment to the Use Agreement with Bram Group, LLC d/b/a I9 Sports, LLC ("Licensee").

**SECTION 4. EFFECTIVE DATE.** This Resolution shall be effective immediately upon its adoption.

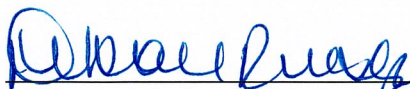
**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 12<sup>th</sup> day of June 2025, on a motion by

VICE MAYOR HARTMANN and seconded by COUNCIL MEMBER KUCZENSKI.


Breitkreuz	<u>YES</u>	Ayes	<u>5</u>
Hartmann	<u>YES</u>	Nays	<u>/</u>
Allbritton	<u>YES</u>	Absent	<u>/</u>
Jablonski	<u>YES</u>	Abstaining	<u>/</u>
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  
1001.040.2025

# FIRST AMENDMENT TO USE AGREEMENT

## Southwest Ranches Youth Sports Programming

**AMENDED TERM: October 1, 2024 through December 31, 2026**

**THIS FIRST AMENDMENT TO THE USE 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 "Parties" entered into that certain Use Agreement dated April 11, 2024 for an initial term of October 1, 2024 through December 31, 2025, for the purpose of providing a variety of recreational and sporting activities for residents and the surrounding communities on an ongoing basis, on the Town's property located at 18900 Griffin Road Southwest Ranches FL 33332; and

**WHEREAS**, the "Parties" desire to amend certain provisions of the Use Agreement; and

**WHEREAS**, this Amendment shall set forth the Parties' understanding and Agreement for the use of public property owned by the Town of Southwest Ranches;

**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.

### **Section 1 "Use of Park Site and the Event" is amended to add the following**

#### **1. Amendment to Use of Park Site and the Event.**

Licensee may use and occupy the Event Site to provide athletic programs, activities, events, leagues and services on each Saturday and Sunday of the month, during the agreed upon Term, with "Fall," "Winter," and "Spring" hours, depending on the time of year, as defined below.

**Section 2 "Program Management Requirements" is amended to add the following**

**2. Amendments to Program Site Management Requirements.**

All of the Program activities will operate two days per week on Saturdays and Sundays. 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 unless contingencies arise causing no play on Saturdays or Sundays.

**Section 5 "Compensation" is amended to add the following**

**5. Amendment to Compensation.**

Licensee agrees to pay the Town a total sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) per program day, payable on the 1st day of the month following the end of each season, for the use of the Event Site. No security deposit is required.

**Section 6 "Term and Renewal" is amended to add the following**

**6. Amendment to Term and Renewal.**

The term of this Amendment to the Agreement shall be for the period from October 1, 2024 through December 31, 2026. Upon expiration of the term, the parties may choose to terminate this Agreement, or renew the agreement by written amendment signed by the parties hereto for additional terms and upon such terms and conditions as the parties may agree.

7. Any term or condition not amended by this First Amendment shall remain in full force and effect.

*[Signature page to First Amendment to Use Agreement ].*

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

DATED THIS 12th DAY OF JUNE 2025.

TOWN OF SOUTHWEST RANCHES

By: [Signature]  
Russell Muñiz, Town Administrator

ATTEST:

[Signature]  
Town Clerk

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

[Signature]  
KEITH M. POLIAKOFF, TOWN ATTORNEY  
1001.039.2025

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

By: [Signature] Armando  
DeMolina, Managing Member

STATE OF FLORIDA )  
) ss.  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 12 day of June, 2025, by Armando DeMolina, Managing Member of Bram Group, LLC.

Witness my hand and official seal.  
My Commission Expires: 7/4/2026

[Signature]  
Notary Public



**“Exhibit B” is amended to add the following**  
**AMENDMENT TO EXHIBIT “B”**

**Town of Southwest Ranches Responsibilities:**

- 6) Town will provide access to the Premises from 7:30am – 4:00pm on Saturdays and Sundays, based upon schedule for Program activities provided by licensee and agreed-upon by the Town.