

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

Meeting Date: April 22, 2026

Presenter's Name and Title: Clarence Williams, Athletic Program Manager, Parks & Recreation Department, and Alicia Ayum, Director of Procurement

Prepared By: Jazmine Hall, Parks Operations and Logistics Coordinator

Temp. Reso. Number: 8644

Item Description: Temp. Reso. #R8644, APPROVING THE AWARD OF REQUEST LETTER OF INTEREST (RLOI) NO. 26-10-02 ENTITLED "RECREATION YOUTH BASEBALL PROGRAM AT SILVER LAKES SPORTS COMPLEX" TO PYRAMID SPORTS & ENTERTAINMENT GROUP, INC., FOR AN INITIAL TERM OF ONE YEAR WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS. *(Parks & Recreation Athletic Program Manager Clarence Williams and Procurement Director Alicia Ayum)*

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 a 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 receiving revenue in the amount of \$24,000 from this program which will be deposited into the Athletics Contracted Programs, Revenue Account GL No. 001-60-602-000-000-347260.


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8644**
 - **Exhibit A: Agreement with Pyramid Sports & Entertainment Group, Inc.**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Billy Neal, Director of Parks and Recreation

DATE: April 16, 2026

RE: Temp. Reso. No. 8644 approving the award of Request Letter of Interest (RLOI) No. 26-10-02, entitled "Recreation Youth Baseball Program at Silver Lakes Sports Complex" to Pyramid Sports & Entertainment Group, Inc., authorizing the City Manager to execute a Recreational Agreement

RECOMMENDATION: The City Manager recommends approval of the award of Request Letter of Interest ("RLOI") No. 26-10-02 entitled "Recreation Youth Baseball Program at Silver Lakes Sports Complex" to Pyramid Sports & Entertainment Group, Inc. ("Pyramid"), and approving for an initial term of one year with the option to renew for two additional one-year terms; authorizing the City Manager to execute the Recreational Agreement.

ISSUE: The City Manager seeks authorization from the City Commission to execute a Recreational Agreement with the Pyramid to provide youth baseball programming.

BACKGROUND: On November 20, 2025, the City advertised via DemandStar and in a newspaper of general circulation to solicit letters of interest from experienced organizations interested in operating a comprehensive, community-oriented Recreational Youth Baseball Program at the Silver Lakes Sports Complex. The RLOI closed on December 11, 2025, and four (4) submissions were received.

City staff evaluated and scored all submissions in accordance with the criteria outlined in the RLOI. Based on the evaluation results, Pyramid was determined to be the highest-rated, responsive and responsible proposer.

DISCUSSION: Pyramid is a minority owned small sports agency. They have demonstrated having experience in youth sports and are a recreational program versus travel program. Several of their participants have gone on to be Major League Baseball

("MLB"). Their program has adopted the MLB feeder system, starting players at the bottom, and guiding them to their full potential. They expect to have over 500 participants, ranging from ages 6 to 16 years. Cost to residents will vary by age group and there will be a 20% discount for Miramar residents. Pyramid is required to have 70% Miramar resident participation. They will pay the City a monthly rental fee of two thousand dollars (\$2,000.00) for the use of three (3) baseball fields at the Silver Lakes Baseball Complex.

Pyramid's programming will be an added value to the City of Miramar, providing professional level baseball coaching, training and instruction for our residents and will revive the Silver Lakes Sports Complex.

ANALYSIS: The City projects receiving revenue in the amount of \$24,000 from this program, which will be deposited into the Athletics Contracted Programs Revenue Account, GL No. 001-60-602-000-000-347260.

Temp. Reso. No. 8644

2/18/26

4/14/26

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF REQUEST LETTER OF INTEREST NO. 26-10-02 ENTITLED “RECREATION YOUTH BASEBALL PROGRAM AT SILVER LAKES SPORTS COMPLEX” TO PYRAMID SPORTS & ENTERTAINMENT GROUP, INC., FOR AN INITIAL TERM OF ONE YEAR WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 20, 2025, the City advertised on DemandStar and in a newspaper of general circulation to solicit letters of interest from experienced organizations interested in operating a comprehensive, community-oriented Recreational Youth Baseball Program at the Silver Lakes Sports Complex; and

WHEREAS, the Request for Letters of Interest (RLOI) No. 26-10-02 closed on December 11, 2025, and four (4) submissions were received; and

WHEREAS, based on the evaluation results, Pyramid Sports & Entertainment Group, Inc. (“Pyramid”), was determined to be the highest-rated, responsive and responsible proposer; and

WHEREAS, the City Manager recommends executing a Recreational Agreement with Pyramid, to provide youth baseball programming; and

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 recreational agreement with Pyramid, to provide youth baseball programming.

Reso. No. _____

Temp. Reso. No. 8644

2/18/26

4/14/26

**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 is authorizing the City Manager to award RLOI No. 26-10-02 to Pyramid Sports & Entertainment Group, Inc. and execute a Recreational Agreement to provide youth baseball programming 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. 8644

2/18/26

4/14/26

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Carson "Eddy" Edwards

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	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Carson "Eddy" Edwards	_____
Mayor Wayne M. Messam	_____

AGREEMENT

(The City reserves the right to amend the terms and conditions set forth herein)



**CONTINUING SERVICES AGREEMENT
FOR RECREATIONAL YOUTH BASEBALL PROGRAM AT SILVER
LAKES SPORTS COMPLEX
BETWEEN
THE CITY OF MIRAMAR, FLORIDA
AND
PYRAMID SPORTS AND ENTERTAINMENT GROUP, INC.**

THIS AGREEMENT (the "Agreement") is entered into as of the date of last execution, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and Pyramid Sports and Entertainment Group, Inc. (the "Contractor"), a Florida corporation, whose address is 425 NE 142nd Street, North Miami, FL 33161.

WITNESSETH:

WHEREAS, the City issued Request for Letters of Interest No. 26-10-02 (the "RLOI") for the operation of a Recreational Youth Baseball Program at the Silver Lakes Sports Complex (the "Program" or "Services"); and

WHEREAS, the Contractor was determined to be the highest-ranked, responsive, and responsible proposer pursuant to the evaluation process established under the RLOI and is qualified, willing, and able to perform the Services; and

WHEREAS, the City desires to enter into an agreement with the Contractor for the operation and management of a comprehensive, community-oriented Recreational Youth Baseball Program; and

WHEREAS, the Contractor acknowledges that the City makes no guarantee as to participation levels, enrollment, or financial performance of the Program.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1

SCOPE OF SERVICES

1.1 The Contractor shall provide all supervision, labor, equipment, materials, and administrative support necessary to operate and manage a Recreational Youth Baseball Program at the Silver Lakes Sports Complex in accordance with RLOI No. 26-11-02, which is incorporated herein by reference.

1.2 Services shall include but are not limited to: league and program operations; participant registration and customer service; coaching, staffing, and umpire coordination; equipment and uniform management; marketing and community outreach; safety and compliance; and coordination of special events, including Opening Day and End-of-Season activities.

1.3 The Program shall utilize three (3) baseball fields at the Silver Lakes Baseball Complex located at 17450 SW 23rd Street, Miramar, Florida 33029.

ARTICLE 2 CONTRACTOR AND CITY'S RELATIONSHIP

2.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement and agrees to perform the Services in a manner consistent with best practices for youth sports programming.

2.2 The Contractor shall perform all Services as an independent contractor and not as an agent or employee of the City.

ARTICLE 3 TERM

This Agreement shall commence upon full execution by all parties and shall continue in full force and effect for an initial term of one (1) year. The City reserves the right, in its sole discretion, to renew this Agreement for up to two (2) additional one-year terms based upon satisfactory performance and the needs of the City.

The Chief Procurement Officer may authorize up to a 90-day extension of a Contract in accordance with the terms and conditions of the Contract; and the City Manager or his/her designee is authorized to extend, for operational purposes only, for a maximum of 180 days, any Contract entered into by the City pursuant to City Commission approval.

ARTICLE 4 CONTRACTOR'S RESPONSIBILITIES

4.1 The Contractor shall operate the Program in compliance with all applicable federal, state, and local laws, City policies, and youth sports best practices.

4.2 The Contractor shall maintain clear and timely communication with City staff and shall provide reports, documentation, and updates as reasonably requested by the City.

4.3 The Contractor shall ensure a safe, inclusive, and positive experience for all participants, including compliance with background check requirements, concussion management protocols, heat safety standards, and emergency response procedures.

ARTICLE 5 CITY'S RESPONSIBILITIES

5.1 The City shall provide access to designated baseball fields, lighting, and restrooms during approved program hours.

5.2 The City shall maintain the fields and facilities in playable condition.

ARTICLE 6 INDEMNIFICATION

6.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the Services, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Contractor shall include but not be limited to the following:

A. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents;

B. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;

C. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents;

D. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and

E. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

6.2 The Contractor shall reimburse the City for any and all costs and expenses (including but not limited to fees and charges of Contractors, attorneys, and other

professionals and court costs) incurred by the City in enforcing the provisions of this indemnification.

6.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any SubContractor (if any) or other person or organization under workers' compensation Laws, disability benefit acts, or other employee benefit acts, or insurance coverage.

6.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total negotiated Proposal Price and is included in the Proposal Price to be paid by City to the Contractor, as consideration for the indemnification given by the Contractor to the City.

ARTICLE 7 **TERMINATION**

7.1 **TERMINATION - For Convenience** - This Continuing Services Agreement may be terminated by the CITY for convenience upon thirty (30) calendar days' written notice to the CONTRACTOR. In the event of such termination, any Services performed by the CONTRACTOR under this Continuing Services Agreement shall, at the option of the CITY, become the CITY'S property, and the CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the CITY up through the date of termination. Under no circumstances shall CITY make payment for Services that have not been performed.

7.2 **TERMINATION - For Cause** - This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the CONTRACTOR abandons this Agreement or causes it to be terminated by the CITY, the CONTRACTOR shall indemnify the CITY against loss pertaining to this termination. In the event that the CONTRACTOR is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 7.1 and the provisions of Section 7.1 shall apply.

ARTICLE 8 **DEFAULT**

8.1 An event of default shall mean a breach of this Agreement by Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. Contractor has not performed Services on a timely basis;

- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;
- d. Contractor has failed to obtain the approval of City where required by this Agreement;
- e. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

8.2 In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will be due only for any completed professional Services, minus any damages pursuant to Article 8.3. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 7 above, and its right for damages under Article 8.3.

8.3 In the event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount actually expended by City, including procurement and administrative costs.

8.4 City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

ARTICLE 9

DELIVERY OF MATERIALS

9.1 Upon receipt of notice of termination under Articles 7 or 8 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to

be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

9.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 10 ASSIGNMENT

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 11 APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors (if any) shall conform to all OSHA, federal, state, county and City Regulations while performing under this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 12 AUDIT AND INSPECTION RIGHTS

12.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that 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 years after final payment is made under this Agreement.

12.2 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 hereof and/or 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. All inspections shall be subject to and made in accordance with all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

12.3 The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours

to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

ARTICLE 13 **SURVIVAL OF PROVISIONS**

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

ARTICLE 14 **PUBLIC RECORDS**

14.1 The Contractor shall comply with The Florida Public Records Act as follows:

14.1.1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.

14.1.2 Upon request by the City's records custodian, provide the 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.

14.1.3 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, and following completion of this Agreement until the records are transferred to the City.

14.1.4 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

14.1.5 The 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, daqibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

14.2 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 the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

ARTICLE 15 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

15.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes and ordinances as they may be amended from time to time.

15.2 Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

15.3 The knowing employment by Contractor or its Subcontractors or Subcontractors of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 16
INSURANCE

16.1 Contractor shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, certificates of insurance and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the RLOI.

16.2 The City shall be named as the certificate holder and an Additional Insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an Additional Insured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

ARTICLE 17
INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent Contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 18
NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall 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 any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 19
COSTS AND ATTORNEY FEES

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 court costs and reasonable attorney's fees.

SECTION 20 **CONFLICT-OF-INTEREST**

20.1 To avoid any conflicts of interest, or any appearance thereof, Contractor, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Contractor will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subcontractors utilized by Contractor in completion of the Work tasks under this Agreement.

20.2 Furthermore, Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with Contractors or vendors providing professional services on projects assigned to Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Contractor or its employees must be disclosed in writing to the City.

ARTICLE 21 **COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 22 **WAIVER**

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 23 **BINDING AUTHORITY**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 24
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

ATTN: Orlando Arnold , Owner
Pyramid Sports Entertainment Group, Inc.
425 NE 142nd Street
Miami, Florida 33161
Telephone: (313) 995-6928
Email: orlando@pyramidsportsgroup.com

TO THE CITY OF MIRAMAR:

ATTN: Roy L. Virgin, City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Fax: (954) 602-3672

WITH A COPY TO:

Austin Pamies Norris Weeks Powell, PLLC.
Burnadette Norris-Weeks, Esq. City Attorney
401 North Avenue of the Arts (401 NW 7th Ave)
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770
Facsimile: (954) 768-9790

ARTICLE 25
LIMITATION OF LIABILITY

25.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

25.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a

waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

25.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 26 **NON-SOLICITATION**

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 27 **THIRD PARTY BENEFICIARY**

It is specifically agreed between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 28 **WARRANTY AND GUARANTEE**

Contractor warrants that its Services are to be performed within the limits prescribed by City and with the usual thoroughness and competence of Contractor's profession. Contractor shall be responsible for technically deficient designs, reports or studies due to errors and omissions directly related to the Services provided by Contractor pursuant to this Agreement for four years after the date of acceptance of the Services by City. Contractor shall, upon the request of City, promptly correct or replace all Defective Work due to errors or omissions directly related to the Services provided by Contractor pursuant to this Agreement at no cost to the City.

ARTICLE 29
VENUE AND JURISDICTION

This Agreement shall be construed and enforced according to the Laws of the State of Florida. 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 for any action arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 30
HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenience only and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 31
SEVERABILITY

31.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

31.2 City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all Contract Documents.

ARTICLE 32
SCRUTINIZED COMPANIES

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may

immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 33 **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.

ARTICLE 34 **COMPENSATION**

34.1 The CONTRACTOR shall pay the CITY a monthly facility rental fee of Two Thousand Dollars (\$2,000.00) for the use of the Silver Lakes Baseball Complex, located at 17450 SW 23rd Street, Miramar, Florida 33029.

34.2 Payment shall be made within fourteen (14) days following the end of each month. Payments shall be delivered to the following:

Attention: Clarence Williams
City of Miramar Parks & Recreation Department
Ansin Sports Complex
10801 Miramar Blvd
Miramar, FL 33025

34.3 The CONTRACTOR acknowledges and agrees that the CITY makes no guarantee regarding participation levels, enrollment, or financial performance of the Recreational Youth Baseball Program. All costs, expenses, and revenues associated with the operation of the Program shall be the sole responsibility of the CONTRACTOR, unless otherwise negotiated and approved in writing by the CITY.

34.4 Failure by the CONTRACTOR to comply with the payment requirements set forth in this Article may constitute a material breach of this Agreement and may subject the CONTRACTOR to remedies available to the CITY under this Agreement, including termination.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ARTICLE 35
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

FOR CITY:

ATTEST:

CITY OF MIRAMAR

Denise Gibbs
City Clerk

By: _____
Dr. Roy L. Virgin
City Manager

Dated: _____

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, PLLC

FOR CONTRACTOR:

By: _____
DocuSigned by:

6F8DCC32C49A415...
SIGNATURE

Orlando Arnold

PRINT NAME

Owner

TITLE

2/10/2026
Date: _____