

**STATE OF FLORIDA**

**COUNTY OF SANTA ROSA**

**FIRST AMENDMENT**

This first amendment to the agreement between Santa Rosa County, a political subdivision of the state of Florida (the "County"), and THE MIRACLE LEAGUE OF SANTA ROSA COUNTY (herein referred to as "MLSRC"), a Florida non-profit corporation, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, is made a part of the original agreement dated March 28, 2019 (the "Original Agreement"), incorporated herein by reference.

**WHEREAS**, the County and the MLSRC entered into the Original Agreement on or about March 28, 2019, to provide an adaptive baseball experience for physically and/or cognitively challenged citizens at the Miracle League Field at 1370 Tiger Park Lane (more particularly described in **EXHIBIT A**); and

**WHEREAS**, the parties wish to renew the Original Agreement with mutually agreed upon modifications through this FIRST AMENDMENT, as more particularly described herein.

**NOW THEREFORE**, the parties agree as follows:

1. **TERM** – The term of the Original Agreement, as amended through this First Amendment, shall be renewed for a period of five (5) years following execution of this First Amendment.
2. **DOCUMENT PRODUCTION** – Section 5 of the Original Agreement is hereby amended to read:

Prior to the execution of this agreement, MLSRC agrees to provide the County a copy of its incorporating documents and a list of its current Board of Directors. MLSRC further agrees to furnish the County with annual reports on activities and programs being conducted at MLSRC, ~~upon the request of the County.~~ Such annual reports shall include financial statements, a current list of Board of Directors, and any data deemed relevant by the Board of County Commissioners or its designee. MLSRC agrees that, during the terms of this agreement, no material changes shall be made to its bylaws, without notifying the County of the proposed changes. If the Board of County Commissioners or its designee objects to any changes in the By-Laws, MLSRC will make revisions to the satisfaction of the County. ~~work with the County to address any amendments or alterations to the By-Laws suggested by the County but will not be required to have the County's consent to amend the By-Laws.~~

3. **IMPROVEMENTS/MAINTENANCE** – Section 6 of the Original Agreement is hereby amended to read:

MLSRC agrees that no physical change to the property ~~or major~~ nor maintenance other than that which may be reasonably considered "routine" will be undertaken without consultation with and the approval of the Board of County Commissioners or its designee. MLSRC shall make no

improvements, nor structural alterations, nor modifications upon the premises, without securing the prior written consent of the County, and without complying with all local building, health, plumbing, and electrical codes.

Participants of any activities on the Field shall wear only non-marking shoes, **no** cleats are allowed, due to the damage that may occur to the Field.

MLSRC shall, at its sole cost and expense, perform any renovations and repairs and maintenance to the Parks utilized by MLSRC and keep them in good working order and condition. MLSRC shall be responsible for maintaining the grounds and improvements of the Parks in a clean and neat manner, and provide for repairs of electrical and plumbing services. The County shall provide for all major maintenance exceeding \$1,500 unless such maintenance is required due to negligence on the part of the MLSRC including the grounds and improvements. However, the parties can object to any cost or expense that the other party asserts is the responsibility of the other and in the event any such matter cannot be amicably resolved, the parties agree to mediate the disputes of costs and expenses before any other dispute resolution action is taken by either party.

**4. USE PURPOSES** – Section 8 of the Original Agreement is hereby amended to read:

During the period of this Agreement, and any renewal hereof, the MLSRC shall manage the Parks for recreational purposes for the benefit of the public in accordance with terms set forth herein.

To maintain transparency with the public, MLSRC shall update, at least annually, its website with a list of the current Board of Directors, By-Laws, and Code of Conduct for participants and spectators to MLSRC programs.

**5. BACKGROUND CHECKS** – Section 9 of the Original Agreement is hereby amended to read:

All volunteers who have the potential for regular or intermittent contact with children at county park facilities maintained by MLSRC are required to have a completed criminal background check on file with the MLSRC. ~~complete a Santa Rosa County Park and Recreation Volunteer application form. The volunteer form will require clearance for a background check as well as agreeing to follow the Santa Rosa County Parks and Recreation Code of Conduct. As part of this agreement, MLSRC will comply with policy. If MLSRC has a background check program in place for specific sporting activities, it can be submitted for the County's approval, once approved MLSRC will receive a waiver; however, MLSRC must provide a list of those volunteers to the county. MLSRC shall be responsible for developing, implementing, and managing a uniform process by which volunteers are screened and notified of approval or denial to volunteer with the MLSRC. MLSRC shall submit their formal screening process in writing to the Board of County Commissioners or its designee, and any changes to such process must likewise be submitted for County approval.~~

While MLSRC shall consider the amount of time passed since an offense, current conduct, and the nature of the offense in determining an applicant's eligibility as a volunteer, MLSRC shall not approve any prospective volunteer with convictions of the following crimes:

1. Any sexual offense, regardless of the victim's age
2. Contributing to the delinquency of a minor
3. Child abuse/neglect
4. Violent crime of any type within the previous five-year period.

Any prospective volunteer wishing to appeal a volunteer eligibility determination by MLSRC shall be notified, in writing, regarding the following grievance policy:

*Prospective volunteers wishing to appeal an eligibility determination by MLSRC may submit their grievance, in writing, to the County Administrator. Such may be submitted to 6495 Caroline Street, Suite M, Milton, FL 32570 or SRC@santarosa.fl.gov for review and consideration.*

**6. INDEMNITY** – Section 12 of the Original Agreement is hereby amended to include:

Said insurance policy shall include sexual abuse coverage at a limit of \$1,000,000 per occurrence.

**7. USE AND SCHEDULING OF FIELD** – Section 20 of the Original Agreement is hereby amended to read:

The MLSRC shall have priority and oversight of scheduling the Field for organized and unorganized usage. All requests for field usage will be directed to MLSRC, in writing, at least two (2) weeks prior to the requested use. Written use requests shall include a description of the intended use. When the Field is not in use for MLSRC events, it shall be made available for use by the general public for organized and unorganized activities that are not destructive to the Field. The MLSRC may require outside users (non-MLSRC sports teams that use the Field when not in use by MLSRC) to prepare the field, clean up after activities, and pay proportional share of operating expenses, including but not limited to, insurance costs (and/or provide satisfactory proof of insurance), utilities, equipment rental, and overall maintenance expenses. The general public will not be charged for individual or family park usage. ~~Tiger Point Sports Association will have the right to schedule events at the Field when the Miracle League is not utilizing the Field.~~ Participants of any activities on the Field shall wear only non-marking shoes, **no** cleats are allowed, due to the damage that may occur to the Field.

The County Parks Department has the right to priority schedule the Field when deemed necessary for the overall public needs, such as voting or fairs, that are beneficial to the county public as a whole. The county will coordinate these events with MLSRC to ensure there are no conflicts. ~~When the Field is not scheduled by the MLSRC it will be made open to the general~~

~~public for individual or family use.~~ Participants of any activities on the Field shall wear only non-marking shoes, **no** cleats are allowed, due to the damage that may occur to the Field.

- A. An organization, for profit or not for profit, must request the Field for a function; for example, cub scout ball game or Relay for Life fundraiser.
- B. An unorganized use of the Field is defined as a group or company wishing to utilize the park for a fun day event but due to the nature of the event requires authorization to ensure safety and maintenance requirements are met.

**8. CODE OF CONDUCT** – The following shall be included as Section 26:

MLSRC is encouraged to develop, maintain, and enforce a Code of Conduct specific to programs offered by MLSRC. However, the County shall require MLSRC and its participants to adhere to the following prohibitions:

- Engaging in any harassment or disorderly conduct including, but not limited to, obscene, threatening, or insulting language or gestures is prohibited.
- Engaging in behaviors or activities that are disruptive to the use of the facility or park are prohibited.
- Engaging in any activity which places oneself or others at risk of injury is prohibited.
- Impeding public access to, or the safe use of, any park facility is prohibited.

Failure to enforce the minimum Code of Conduct provided in this section shall be deemed cause for the County to require corrective action as deemed necessary and appropriate by the Board of County Commissioners.

**IN WITNESS WHEREOF**, Santa Rosa County has caused these presents to be executed by the Chairman of the Board of County Commissioners of Santa Rosa County and the MLSRC has caused these presents to be executed by its President, who has been authorized by the MLSRC Board of Directors to execute this First Amendment on behalf of the MLSRC and attested by its Secretary on the date and year first written above.

**BOARD OF COUNTY COMMISSIONERS  
SANTA ROSA COUNTY, FLORIDA**

By: \_\_\_\_\_

Colten Wright, Chairman

**ATTEST:**

\_\_\_\_\_

Donald C. Spencer, Clerk of Court

Date: BOCC Approved \_\_\_\_\_

**MIRACLE LEAGUE OF SANTA ROSA COUNTY**

By: Mitzy Goldstein

President

**ATTEST:**

  
\_\_\_\_\_

Secretary