

**AMENDMENT TO LICENSE AGREEMENT AND RESTATEMENT OF OPERATING
TERMS BETWEEN PINELLAS COUNTY AND THE UNINCORPORATED SEMINOLE
SPORTS ASSOCIATION**

THIS AMENDMENT TO LICENSE AGREEMENT AND RESTATEMENT OF OPERATING TERMS ("Amendment") is made and entered into as of the ____ day of _____, 2026 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida, with its principal place of business at 315 Court Street, Clearwater, FL 33761 ("County"), and Unincorporated Seminole Sports Association ("Licensee" or "Association"), a Florida not-for-profit corporation, with its principal place of business at 13801 Walsingham Road, A-449, Largo, Florida 33774.

WHEREAS, on December 12, 2023, Pinellas County Ordinance 23-33 established the Unincorporated Seminole Sports District ("USSD") Municipal Services Taxing Unit ("MSTU") for recreation services and facilities within the unincorporated Seminole Area; and

WHEREAS, on September 9, 2024, the County and the Association entered into a License Agreement ("Agreement") whereby the Association manages, facilitates, and oversees the USSD and recreational activities on County-owned property; and

WHEREAS, the County and the Association wish to amend the underlying Agreement and add additional operational terms as provided herein.

NOW, THEREFORE, the County and the Association, in consideration of the mutual covenants, promises, and representations contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated into this Amendment.
2. Underlying Agreement. All terms of the underlying Agreement, except as specifically modified herein, remain in full force and effect. To the extent the terms of the Agreement conflict with the terms of this Amendment, the terms of this Amendment will control. If the Agreement as amended herein between the County and the Association is terminated, either for or without cause and pursuant to Section 6 of the Agreement, the Association will no longer be permitted to use and occupy licensed County property, and the Association agrees to cease operations upon and remove any and all personal property, equipment, and fixtures from County property before the end of the Term.
3. Purpose. The purpose of this Amendment is to clarify the day-to-day managerial and operational duties of the business and affairs of the Unincorporated Seminole Sports Association during the term hereof.
4. Funding for Recreational Operations and Facilities. The personnel, operating, and capital expenses necessary for the operations of the Seminole Junior Warhawks, Cross Bayou

Little League, and Seminole Youth Athletic Association recreation facilities will be funded from funds lawfully appropriated by the County in the USSD MSTU, as well as funding from other legally available sources. The Association will prepare and submit an annual budget for the USSD as part of the annual budget proposal submitted to the County by the Association, which will include revenues from all sources, including the user fees for recreational programs, beginning fund balances, USSD MSTU revenues, and any other revenue sources. Registration fees will be excluded from revenue calculations. All expenditures for personnel and operating expenses of the USSD during the term hereof will be made in accordance with the annual budget for the USSD approved by the County for the fiscal year in which the expenditures are made. Capital expenditures will be made in accordance with the procedures and requirements in place as agreed to by the Association and the County. The Association will request the funds allocated by the County for the USSD in accordance with and subject to the following:

- A. The County may budget funds from taxes collected in USSD MSTU, and not from other sources, to the extent permitted by Florida law, and to the extent said funds are deemed by the County to be necessary for the personnel, operating and capital expenses of the USSD.
- B. During the term hereof, all user fees will be in accordance with a schedule of fees approved by the Association.
- C. During the term hereof, all expenditures made pursuant to the approved budget on behalf of the USSD may be made only after approval in accordance with the financial policies of the Association as may be from time to time amended by the Association.
- D. The County will pay to the Association the funds budgeted for USSD programs upon receipt of a payment request from the Association.
- E. Any funds received in excess of the annual budgets for the USSD, such as donations or fees, will be deposited into the accounts of and utilized for the benefit of the USSD.
- F. During the term hereof, the Association may be reimbursed for administrative expenses from funds allocated for USSD or for any additional services provided to the USSD by the Association at rates established by the Association as approved by the County budget.
- G. The Association must establish separate bank accounts for the USSD, and all funds received for, and all expenditures made on behalf of, USSD programs must be deposited into and made solely from these accounts.
- H. Within ninety (90) days of the end of the fiscal year, audited financial statements covering the operations of the USSD for the fiscal year, including statements of income, balance sheets, and statements of changes in financial position, accompanied by an opinion issued in accordance with general accounting

principles by an independent certified public accountant must be provided to the County by the Association.

5. Personnel and Operations.

- A. Employees. There will be an Association Director, who will be hired by the Association. The Association Director will be supervised, evaluated (including salary recommendation), and disciplined by the Association in accordance with the Association's policies and procedures. All other personnel of the Association will be hired, supervised, evaluated, and disciplined by the Association Director in accordance with the established personnel policies of the Association. To the extent economically feasible, the Association will secure separate insurance policies or benefits programs for the Association employees, such as health insurance, workers' compensation insurance, etc.
- B. Operation. During the term hereof, the USSD will be operated for public recreation in accordance with the Pinellas County Code, the policies, regulations, and procedures of the Association, and applicable Florida law. Any deviations from these policies, regulations, and procedures may take effect only after approval by the Association. With regard to the operation of the USSD:
 - i. The Association will provide input to the County on USSD long-term planning, services, maintenance, and improvements.
 - ii. Hours, programs, and schedules for the USSD will be set by the Association.
 - iii. The Association will purchase insurance for the USSD out of funds designated for the USSD, other than that required to be purchased by the Association in accordance with this Agreement, naming the County as an additional insured.
- C. The Association, from funds available in the annual budget for the USSD program, will secure and maintain the same types and amounts of insurance coverage for the USSD program as required by the Association, or as otherwise required by any lease, license, or other governing documents.

6. Miscellaneous.

- A. This Agreement will be effective immediately upon execution by both parties.
- B. This Agreement may not be amended unless written consent of both parties is obtained.
- C. This Agreement may not be assigned unless the written consent of the non-assigning party is obtained.
- D. Notwithstanding any other provision herein, this Agreement and all obligations contained herein are subject to and conditioned upon the availability of funds lawfully appropriated and available for the purposes established in this Agreement. This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County

employee or officer creates any obligation to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in which this Agreement is executed. No liability will be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County will not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify the Association in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, will terminate without liability or penalty to the County.

- E. Notwithstanding any other provision herein, if any party referenced in this subsection determines in its sole discretion that it would be impracticable to continue the relationship as provided herein, the Association or County may terminate this Agreement upon one hundred eighty (180) days' written notice to the other party or otherwise mutually agreed to by the parties.
- F. To the maximum extent permitted by law, the Association will indemnify, defend, pay the costs of defense, and hold harmless the County, its officers, employees, and agents from all damages, suits, actions, or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from this Agreement, or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as have been occasioned by the sole negligence of the County. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party.
- G. All notices, authorizations, requests, or communications in connection with this Agreement will be directed to the County Administrator, or designee, for the County, and the Chair of the Association, as set out herein. The designated person(s) may be amended by either party by giving written notice to the other party:

- i. For the County:

Parks and Conservation Resources Department Director
12520 Ulmerton Road
Largo, FL 33774

- ii. For the Association:

Unincorporated Seminole Sports Association President
13801 Walsingham Road, A-449
Largo, Florida 33774

- H. The Association acknowledges that information and data it manages as part of the services described herein may be public records in accordance with Chapter 119, Florida Statutes, and Pinellas County public records policies. The Association agrees to implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Association agrees to charge the County, and/or any third parties requesting public records, only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement. **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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 582-2100, percontracts@pinellas.gov, and 12520 Ulmerton Road, Largo 33774).**

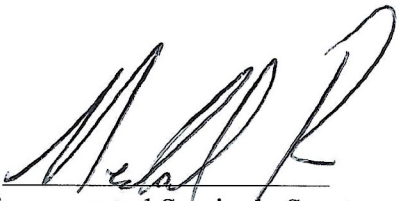
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed.

PINELLAS COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, for and on behalf of the Unincorporated Seminole Sports District, a Municipal Services Taxing Unit

UNINCORPORATED
SEMINOLE SPORTS
ASSOCIATION

BY: _____
Dave Eggers, Chair

ATTEST:
KEN BURKE, CLERK OF COURT
BY: _____
Deputy Clerk

BY: 
[Unincorporated Seminole Sports
Association Board President]

APPROVED AS TO FORM

By: Maria C. White, Esq.
Office of the County Attorney