

**SECOND AMENDMENT TO PREFERRED OPERATOR AGREEMENT  
PERFECT GAME USA, INC.**

**THIS SECOND AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is to that certain Agreement made and entered into on the 26th day of October, 2020, as amended on September 27, 2022, between **PERFECT GAME USA, INC.**, whose address is whose address is 850 Twixt Town Road NE, Cedar Rapids, Iowa 52402, in this Amendment referred to as “PERFECT GAME”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Amendment referred to as “COUNTY”.

**W I T N E S S E T H:**

**WHEREAS**, PERFECT GAME and COUNTY entered into the above referenced Agreement on October 26, 2020, as amended on September 27, 2022, to allow PERFECT GAME to use the Boombah Sports Complex to host baseball events and generate a substantial positive economic impact to COUNTY; and

**WHEREAS**, PERFECT GAME, as a premier travel baseball and scouting event company, has a track record of hosting quality baseball events in Seminole County and has generated 30 million dollars’ worth of economic benefit to the County during each fiscal year of this Agreement; and

**WHEREAS**, PERFECT GAME seeks to enhance the baseball experience it provides by using different technology platforms, including by live streaming games; and

**WHEREAS**, the agreement between PERFECT GAME and COUNTY contemplates the use of such technology and requires both parties to work in good faith to develop a plan on its implementation; and

**WHEREAS**, the parties desire to amend the Agreement to detail the installation of live

streaming cameras and to enable both parties to continue to enjoy the mutual benefits of the Agreement; and

**WHEREAS**, Section 13 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements in this Amendment, the parties agree to amend the Agreement as follows:

1. Section 3(i) of the Agreement is amended to read as follows:

PERFECT GAME will work in good faith with COUNTY to identify platforms that will be used or installed at the Complex through PERFECT GAME. Some of these technologies may include the following:

(1) Live Streaming of Games

(2) Athlete Performance Systems

(3) Doppler Radar System

(4) RDIF Technology



*Any shared costs associated with any other technologies will only be incurred if mutually agreed to by both parties in writing prior to initiation and installation of such technologies.*

As part of this good-faith effort, PERFECT GAME may install cameras and networking equipment for the live streaming of its games so long as PERFECT GAME assumes all risks associated with the installation, maintenance, and operation of the equipment, including the responsibility arising from any damage or loss to the equipment as a result of theft, vandalism, or from natural causes. PERFECT GAME agrees to indemnify and hold the COUNTY and its Commissioners, officials, employees, and agents harmless from and against any and all claims, liabilities, damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees) arising from or in connection with any damage to property or injury to persons caused by the

equipment. This does not, however, substitute or alter any liability or insurance provision found in Section 8 of the Agreement.

Last, PERFECT GAME shall provide public notice at the Boombah Sports Complex, advertising that the Complex is being monitored for commercial purposes and participants entering the premises consent to being recorded.

2. This Amendment takes effect on July 5, 2023, notwithstanding the date of execution.
3. Except as modified by this Second Amendment, all terms and conditions of the original Agreement as recently amended on September 27, 2022, remain in full force and effect for the term of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment for the purposes stated above.

ATTEST:

\_\_\_\_\_



PERFECT GAME USA, INC.

By: \_\_\_\_\_  
ROBERT L. PONGER, Director

[CORPORATE SEAL]

Date: \_\_\_\_\_

*[The balance of this page is left intentionally blank.  
Signatures and attestations are continued on the following page.]*

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
DARREN GRAY, County Manager

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board of County  
Commissioners at its \_\_\_\_\_, 20\_\_\_\_,  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

GLK  
7/5/23



T:\Users\gkahn\Leisure Services\Amendments to Agreement\Perfect Game Amendment LWR 8407\PG Live Streaming Second  
Amendment.docx