

**SECOND AMENDMENT to
AGREEMENT FOR PRIORITY USE OF FULLER PARK
SPORTS FACILITIES – 2020 SEASON**

This SECOND AMENDMENT to AGREEMENT FOR PRIORITY USE OF FULLER PARK SPORTS FACILITIES – 2020 SEASON (“Second Amendment”) is entered into this ____ day of _____, 2021, by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Meridian Youth Baseball, a nonprofit corporation organized under the laws of the State of Idaho (“MYB”).

WHEREAS, the Parties seek by this Second Amendment to modify the March 3, 2020 Fuller Park Baseball Fields Agreement (“March 3, 2020 Agreement”);

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

I. TERM MODIFIED. Section I of the of the March 3, 2020 Agreement shall be modified to read as follows:

I. ACTUAL USE OF FIELDS.

Throughout the term of this Agreement, MYB shall be entitled to priority use of the baseball fields at Fuller Park, 3761 W. Park Creek Drive, Meridian, Idaho (“Fields”), including all associated facilities, amenities, infrastructure, infields, outfields, fences, and/or vegetation for baseball practice sessions, games, tournaments, classes, camps, and related preparatory activities, which priority use shall preclude non-MYB uses of the Fields, and use of Mo Brooks Field at Storey Park, 205 E. Franklin Road, Meridian, Idaho for three (3) tournaments, at the following enumerated times:

A. Fuller Park:

1. May 30, 2020, field 1
2. July 16, 2020, fields 1 and 2
3. July 17, 2020, fields 1 and 2
4. July 18, 2020, fields 1 and 2
5. July 24, 2020, fields 1
6. July 25, 2020, field 1
7. July 26, 2020, field 1

B. Mo Brooks Field, Storey Park:

1. June 13, 2020
2. June 14, 2020
3. June 15, 2020
4. July 3, 2020
5. July 4, 2020
6. July 5, 2020
7. October 2, 2020
8. October 3, 2020, 2:00pm to 10:00pm
9. October 4, 2020

MYB shall not be entitled to use the Fields for any purpose on any date or time other than those listed above, except where MYB makes a separate facility reservation through the Meridian Parks and Recreation Department.

II. TERM MODIFIED. Section II.A.1 of the of the March 3, 2020 Agreement shall be modified to read as follows:

1. Consideration. In consideration for the priority use granted by this Agreement, MYB shall pay to City the amount of nine hundred and sixty dollars (\$960.00). MYB shall remit the full amount to City by January 31, 2021.

III. TERM MODIFIED. Section III.J of the of the March 3, 2020 Agreement shall be modified to read as follows:

J. Term of Agreement. This Agreement shall become effective as of the Effective Date upon execution by both parties, and shall expire on February 1, 2021, or immediately upon City's receipt of MYB's payment in full, whichever occurs first.

K. NO ADDITIONAL PROVISIONS; FIRST AMENDMENT SUPERSEDED. The Parties agree that except as expressly modified by this Second Amendment, all provisions of the original March 3, 2020 Agreement shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Second Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the March 3, 2020 Agreement or this amendment thereto. It is the specific intent of the Parties that this Second Amendment shall supersede and replace the First Amendment to the March 3, 2020 Agreement.

IN WITNESS WHEREOF, the parties shall cause this Second Amendment to be executed by their duly authorized officers to be effective as of the day and year first above written.

MERIDIAN YOUTH BASEBALL:



Jake Hines
President

CITY OF MERIDIAN:

BY: _____
Robert E. Simison
Mayor

Attest: _____
Chris Johnson
City Clerk