AL OF PIMA CO	Contract Number: $CT.ED - 13 + 266 - 05$ Effective Date : $7 - 7 - 7 - 73$ Term Date : $6 \cdot 35 - 14$ Cost : $-7 - 7 - 73$
	Revenue :
E.	Total : NIE: Action f. /. / 4 Renewal By : f. / . / 4
ABIZONA	Term : 6 · 30 - 19 Reviewed by: 01

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: December 10, 2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Approve amendment #5 to the Pima Sports and Tourism Authority IGA. Amendment changes the original IGA agreement between Pima County Board of Supervisors sitting as the Pima County Stadium District Board and the Pima County Sports and Tourism Authority (PCSTA) as follows:

- Extend the term of the IGA to June 30, 2014 according to Section 3: TERM of the IGA.
- Provide an accounting of the "advance payment" per Section 7.5 ADVANCE PAYMENT of the IGA.

CONTRACT NUMBER (IGA): CT ED 1300000 00000 00000266

STAFF RECOMMENDATION(S):

Staff supports requested changes in IGA as specified in amendment #5.

CORPORATE HEADQUARTERS:

Ver. 3 Ver. 3 Vendor-1 Vendor-1 Pfs. 4 Addendur Addendur

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CLERK OF BOARD USE ONLY: BOS MTG.

ITEM NO. _____

PIMA COUNTY COST: and/or REVENUE TO PIMA COUNTY:

FUNDING SOURCE(S):_

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

	·	YES	X	NO

Board of Supervisors District:

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IMPACT:

IF APPROVED:

Will allow the Authority to extend the IGA for another year and be able to report on the accounting of the "advance payment".

IF DENIED:

The Authority will not be able to extend the IGA for another year and be unable to report as required.

DEPARTMENT NAME: <u>Economic Development and Tourism</u>

CONTACT PERSON: Thomas R. Moulton TELEPHONE NO.: (520) 243-7355

Page 2 of 2

AMENDMENT TO INTERGOVERNMENTAL AGREEMEN NUMBER 01-71-P-141887-0708	T
PROJECT: Economic Development for Pima Cour Region	nty
	CONTRACT
AUTHORITY: Pima County Sports and Tourism Authority	NO. <u>CT-ED-13000000000000000000</u> 26
DISTRICT: Pima County Stadium District	This number must appear on all invoices, correspondence and
DEPARTMENT: Economic Development Tourism	documents pertaining to this contract.
AMENDMENT: NO. Five (5)	P

Original Term: 07/01/08 – 06/30/10 Current Termination Date: 06/30/2013 Amended Termination Date: 6/30/2014 Original Contract Amount: \$300,000.00 Prior Amended Amount: \$50.000.00 Total: \$350,000.00

AMENDED and RESTATED INTERGOVERNMENTAL AGREEMENT Fifth Amendment

1. **PARTIES.** This Intergovernmental Agreement ("Agreement") is entered into pursuant to A.R.S. §11-952 by and between Pima County, a political subdivision of the State of Arizona ("County"), Pima County Sports and Tourism Authority, a body corporate ("Authority"), and Pima County Stadium District, a tax-levying public improvement district of the State of Arizona ("District").

2. **AMENDMENT:** the following sections of the IGA are amended to read as follows:

Section 3: TERM

FROM:

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TERM: The IGA shall be deemed to have commenced as of the 1st day of July 2008, and shall terminate on the 30th day of June, 2013 (the "Term"), unless sooner terminated or further extended pursuant to this Agreement. The effective date of this Amendment ("Effective Date") shall be July 1, 2012 once executed by all Parties hereto.

TO:

TERM: The IGA shall be deemed to have commenced as of the 1st day of July 2008, and shall terminate on the 30th day of June 2014 (the "Term"), unless sooner terminated or further extended pursuant to this Agreement. The effective date of this Amendment ("Effective Date") shall be July 1, 2013 once executed by all Parties hereto.

Section 7.5 Advance Payment:

FROM:

District disbursed to Authority a payment in advance of expenses of Seventy-Five Thousand Dollars (\$75,000.00) (the "Advance Payment") during FY 2008-2009. The Advance Payment may be (i) used by Authority for Reimbursable Costs incurred during the Reimbursement Period, of (ii) retained by Authority as cash flow. Authority shall provide an accounting of how the \$75,000.00 was spent through June 30, 2012.

TO:

District disbursed to Authority a payment in advance of expenses of Seventy-Five Thousand Dollars (\$75,000.00) (the "Advance Payment") during FY 2008-2009. The Advance Payment may be (i) used by Authority for Reimbursable Costs incurred during the Reimbursement Period, or (ii) retained by Authority as cash flow. Authority shall provide an accounting of how the \$75,000.00 was spent through June 30, 2013 by December 15, 2013.

All other provisions of the Agreement, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below:

PIMA COUNTY, a political subdivision of the State of Arizona

Ramon Valadez, Chairman, Board of Supervisors

PIMA COUNTY STADIUM DISTRICT, a tax-levying public improvement district of the State of Arizona

Ramon Valadez, Chairman

ATTEST:

44

Robin Brigode, Clerk of the Board of Supervisors

D AS TO CONTENT: AP

Tom Moulton, Director, ED&T

<u>10-11-13</u> Date

PIMA COUNTY SPORTS AND TOURISM AUTHORITY, a body corporate

Linda McNulty, Chairman

11/20/13 Date

Date

Date

Date

ATTORNEY CERTIFICATION

The foregoing Agreement by and between Pima County, the Pima County Stadium District, and the Pima County Sports and Tourism Authority, has been reviewed pursuant to A.R. S. § 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

- Johin Rosca

Tobin Rosen, Deputy County Attorney for Pima Count

· . . .

Marc Natelsky, Deputy County Attorney for Pima County Stadium District

Pat Lopez, Attorney for Pima County Sports & Tourism Authority

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