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Reviewed	by:	<u> </u>			***************************************			

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: September 3, 2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Contract Amendment for Mountain Star Group for their upcoming Triple AAA Season from November 1, 2013 to October 31, 2014

CONTRACT NUMBER (If applicable): CTN13*302

STAFF RECOMMENDATION(S):

CORPORATE HEADQUARTERS:

Page 1 of 2

To: CHH - 8.23.13 By COB - 8.28.13 Agenda 9-3-13 Addardum (1)

	C	CLERK OF	BOA	RD USE C	NLY: BOS	MTG.			
					ITEM NO.				
PIMA COUNTY C	ost:	and/or R	EVEN	IUE TO PI	MA COUNTY	7: \$ <u>70,000</u>			
(i.e. General Fund, St Advertised Public			S): _ Fund, S	Stadium D. F	fund, etc.)				
		/ES	X	NO	:				
Board of Supervi	sors Distr	rict: 3		4	5	All			
IMPACT:	-						•		

IF APPROVED:

Pima County Stadium District shall receive increased revenues from Mountain Star Group for their renewal of this year's contract.

IF DENIED:

Pima County Stadium District shall not receive increased revenues from Mountain Star Group for their renewal of this year's contract.

DEPARTMENT NAME: Stadium District

CONTACT PERSON: Monica Banuelos TELEPHONE NO.: 520-434-1285



MountainStar Sports Group

MODERATE OF THE TOTAL SECTION AND A SECTION ASSESSMENT OF THE PARTY OF

O: (015) 533-1122 1 1-2-4-541 -

August 21, 2013

VIA CERTIFIED MAIL

Pima County Stadium District County Administrator's Office 130 West Congress Street Tucson, Arizona 85701-1317

Marc Natelsky Civil Division Pima County Attorney's Office Suite 2100 32 North Stone Avenue Tucson, Arizona 85701-1416

CONTRACT	2.2
NO. CTN - KSC - 130000. AMENDMENT NO.	01
This number must appear invoices, correspondence documents pertaining to contract.	on all and this

Re:

Partial Amendment to Sports Facilities Use Agreement and Conditional Notice of Option to Renew and Extend

Dear Pima County Stadium District:

As you are aware, the Pima County Stadium District (the "District") and Mountain Star Sports Group, LLC-El Paso Baseball Club Series (as assignee to North County Baseball, LLC) (the "Club") are parties to that certain Sports Facilities Use Agreement, dated November 1, 2012 (the "Agreement"). The Initial Term (as defined in the Agreement) terminates on October 31, 2013. Section 3.3 of the Agreement provides that the Club shall have the option of renewing the Agreement and extending the initial term for up to one (1) additional one (1) year period on the same terms as are set forth in the Agreement. The purpose of this letter agreement ("Letter Agreement") is (i) to partially amend the terms of the Agreement on the terms and conditions set forth herein, and (ii) subject to the District's execution and delivery to the Club of this Letter Agreement, to exercise the Club's option to renew and extend the term of the Agreement (as amended hereby).

Partial Amendment to the Agreement

- (a) Section 3.3 of the Agreement is replaced and superseded in its entirety with the following:
- "3.3. Option to Renew. NCB shall have the option of renewing this Agreement and extending the initial term for up to one (1) additional one (1) year period on the same terms as are set forth in this Agreement, subject to the modifications set forth in this Section 3.3. Said option is exercisable by NCB by written notification to the District not later than September 6, 2013; provided that no such option may be exercised at a time when NCB is in Default hereunder. If NCB fails to deliver the written notice provided herein, on or before September 1, 2013, NCB shall immediately pay District \$35,000 as a termination payment, whether or not NCB is in Default at the time notice of renewal is due, and notwithstanding any other provision

to the contrary in this Agreement. If NCB timely exercises such option, the Term of this Agreement shall be modified to expire on the earlier to occur of (i) October 31, 2014, and (ii) one (1) week after the Club delivers written notice of termination of this Agreement to the District. Upon termination of this Agreement, the parties shall have no further obligations under this Agreement, except with respect to those provisions that expressly survive termination hereunder."

- (b) Section 7.1.1 of the Agreement is replaced and superseded in its entirety with the following:
- "7.1.1. <u>Ticket Surcharge and Minimum Payment</u>. To the extent this Agreement is extended for the one (1) additional (1) year period described in Section 3.3, there shall be a fifty cent (\$.50) ticket surcharge (the "Surcharge") for every ticket sold for any Home Game. NCB shall not be entitled to any portion of the Surcharge. NCB shall pay District all revenue derived from the Surcharge, which amount shall in no event be less than \$70,000 for the year ("Minimum Payment"), whether or not the Surcharge amount is met through ticket sales or distribution. If the amount of the Surcharge exceeds \$70,000 for the year, NCB will pay District the excess Surcharge revenue no later than fourteen (14) days after the date of termination of this Agreement. The \$70,000 Minimum Payment shall be due and payable to District by certified check or wire transfer no later than September 6, 2013. The failure to pay the \$70,000 Minimum Payment in this manner shall be deemed a failure by NCB to deliver the written notice to extend the term of this Agreement set forth in Section 3.3 above (in which case this Agreement shall terminate and NCB shall immediately pay District the \$35,000 termination payment described in Section 3.3)."

Upon execution by the parties, this Letter Agreement shall serve as a partial amendment of the Agreement. All other terms of the Agreement shall remain in full force and effect except as expressly modified by this Letter Agreement.

Conditional Notice of Option to Renew and Extend

Subject to and conditioned upon the District's execution and delivery to the Club of this Letter Agreement, the Club hereby exercises its option to renew and extend the Agreement (as amended by this Letter Agreement) for one (1) additional one (1) year period.



If the foregoing correctly sets forth our agreement with respect to the matters set forth herein, please execute this Letter Agreement in the space provided below and return the same to me as soon as possible.

Very truly yours,

MOUNTAIN STAR SPORTS GROUP, LLC-El Paso Baseball Club Series, a Texas limited liability company

By:	Mila WIII	
Name:	<u> </u>	
Title: _		

Accepted and agreed to this ____ day of September 2013:

PIMA COUNTY STADIUM DISTRICT

By: ______
Name: ______
Title: _____

MANG HATELSKY