

Contract Number: CTN-KSC-13 \* 302-02  
Effective Date: 11-1-13  
Term Date: 10-31-14  
Cost: \_\_\_\_\_  
Revenue: \$70,000.-  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Action: \_\_\_\_\_  
Renewal By: 8-1-14  
Term: 10-31-14  
Reviewed by: JL

**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: \_\_\_\_\_

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

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: \_\_\_\_\_ and/or REVENUE TO PIMA COUNTY: \$ 70,000

FUNDING SOURCE(S): \_\_\_\_\_

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

**Advertised Public Hearing:**

		YES	X	NO
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**Board of Supervisors District:**

1		2		3		4		5		All	
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**IMPACT:**

**IF APPROVED:**

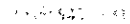
*Pima County Stadium District shall receive increased revenues from Mountain Star Group for their renewal of this year's contract.*

**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



“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

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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. Ticket Surcharge and Minimum Payment. 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.

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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: Joshua Hunt  
Name: Joshua Hunt  
Title: CEO

Accepted and agreed to this \_\_\_\_ day of September 2013:

**PIMA COUNTY STADIUM DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Marc Natelsky  
MARC NATELSKY