

Section 5.2.2: PROGRESS REPORTS

FROM:

For the 2009-2010 Fiscal Year, Authority shall submit semiannual reports due on or before February 1, 2010 and July 30, 2010, for the first 6 months and the last six months of the fiscal year, respectively: (i) a balance sheet and statement of income and expenses, (ii) an explanation of any variances from the budget, and (iii) a progress report on each of Authority's program goals and benchmarks. County shall require within 15 days of receiving said report a meeting to discuss the outcomes of said reports.

TO:

For the first fiscal year of this Agreement, Authority shall submit, on or before July 30th following the close of the fiscal year: (i) a balance sheet and statement of income and expenses for the immediately prior fiscal year, (ii) an explanation of any variances from the budget, and (iii) a progress report on each of the Authority's program goals and benchmarks. For the second and every subsequent fiscal year of this agreement, Authority shall submit semiannual reports due on or before February 1 of that fiscal year and July 30th following the close of that fiscal year, covering the first six (6) months and the last six (6) months of the fiscal year, respectively: (i) a balance sheet and statement of income and expenses, (ii) an explanation of any variances from the budget, and (iii) a progress report on each of the Authority's program goals and benchmarks. County shall require, within fifteen (15) days of receiving the material, a meeting to discuss the outcomes. "

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, or (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

Date

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

Ramon Valadez, Chairman

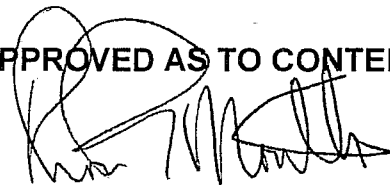
Date

ATTEST:

Robin Brigode, Clerk of the Board of Supervisors

Date

APPROVED AS TO CONTENT:

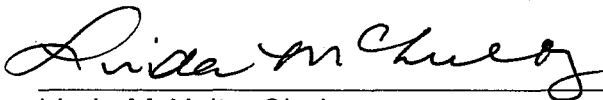


Tom Moulton, Director, ED&T

12/9/13

Date

PIMA COUNTY SPORTS AND TOURISM AUTHORITY, a body corporate



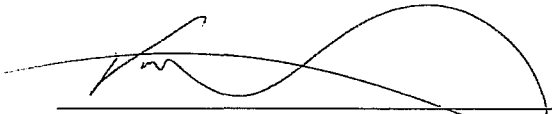
Linda McNulty, Chairman

12/10/13

Date

ATTORNEY CERTIFICATION

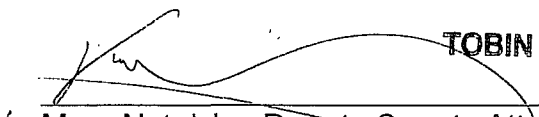
The foregoing Agreement by and between Pima County, the Pima County Stadium District, and the Pima County Sports and Tourism Authority, has been reviewed pursuant to A.R. S. § 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under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



Tobin Rosen, Deputy County Attorney
for Pima County

12/9/13

Date



Marc Natelsky, Deputy County Attorney
for Pima County Stadium District

12/9/13

Date



Pat Lopez, Attorney
for Pima County Sports & Tourism Authority

12/10/13

Date