| AMENDMENT TO INTERGOVERNMENTAL AGREEM<br>NUMBER: CT ED 1300000 00000 00000266<br>(01-71-P-141887-0708) | ENT  |
|--|--|
| PROJECT: Economic Development for Pima Co<br>Region  | and the second |
| 5  | CONTRACT   |
| AUTHORITY: Pima County Sports and Tourism<br>Authority   | ND. <u>CT-FD-13000000000000000</u> 26<br>AMENDMENT NO. 05  |
| DISTRICT: Pima County Stadium District   | This number must appear on all<br>invoices, correspondence and<br>documents pertaining to this                   |
| DEPARTMENT: Economic Development Tourism   | documents pertaining to this contract.   |
| AMENDMENT: NO. Five (5)  |  |
|  | CONTROL.   |

Original Term: 07/01/2008 – 06/30/2010 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:

**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 1<sup>st</sup> day of July 2008, and shall terminate on the 30<sup>th</sup> 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 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, 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.

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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

Date

Date

Date

ATTEST:

Robin Brigode, Clerk of the Board of Supervisors

ED AS TO CONTENT: APPRO

Tom Moulton, Director, ED&T

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Date

PIMA COUNTY SPORTS AND TOURISM AUTHORITY, a body corporate

on chied

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.

12/9/13 Date

Tobin Rosen, Deputy County Atterney for Pima County

**TOBIN ROSEN** 

(~ Marc Natelsky, Deputy-County Attorney for Pima County Stadium District

10/13

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Pat Lopez, Attorney

for Pima County Sports & Tourism Authority

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