

FIFTH AMENDMENT TO AGREEMENT NO. 47669

This FIFTH AMENDMENT to Agreement No. 47669, entered into this 16th day of November, 2017, by and between CITY OF PHOENIX PARKS AND RECREATION DEPARTMENT, a municipal corporation, on behalf of the PARKS AND RECREATION BOARD hereinafter referred to as "City", and ROSSON HOUSE-HERITAGE SQUARE FOUNDATION, INC., an Arizona non-profit corporation, hereinafter referred to as "Foundation."

WHEREAS, City and Foundation entered into Agreement No. 47669 on November 10, 1987, and

WHEREAS, City and Foundation amended Agreement No. 47669 on March 12, 1996 to set the term for thirty-five (35) years with the option to extend the Agreement for an additional five (5) years, and

WHEREAS, it is the desire of the parties to amend Agreement No. 47669 to memorialize and clarify the Foundation's revenue share with the City;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. That paragraph 2, page 3, shall be deleted and a new paragraph 2 shall be included to read:

"The FOUNDATION shall:

2. Collect and remit to the City, by the 30th of each month, twenty-five percent (25%) of all previous month's sub-permit fees received for deposit into the City of Phoenix Heritage Square Fund in accordance with acceptable accounting practices. The balance of these sub-permit fees (75%) shall be deposited into FOUNDATION accounts.

2. That a new paragraph 2a, page 3 shall be added:

- 2a. Collect and remit to the City, by the 30th of each month, twenty-five percent (25%) of all previous month's event and rental fees received for deposit into the City of Phoenix Heritage Square Fund in

accordance with acceptable accounting practices. The balance of these event and rental fees (75%) shall be deposited into FOUNDATION accounts.

3. That paragraph 3, page 3, shall be deleted and a new paragraph 3 shall be included to read:

3. Agree that the FOUNDATION's seventy-five percent (75%) of the funds derived from the sub-permittees and events and rentals shall be used for FOUNDATION operational expenses including but not limited to, staffing, office expenses, supplies, projects, improvements, exhibits, education, marketing, public relations, event operation, and other daily expenses.

4. That the five (5) year extension of the Agreement term be granted by mutual consent as provided in the amendment to Agreement No. 47669, dated March 12, 1996.


WHEREFORE, the parties hereto have executed this fifth amendment to Agreement No. 47669 on the day and month hereinabove written.

ROSSON HOUSE-HERITAGE SQUARE
FOUNDATION, INC
An Arizona non-profit corporation

CITY OF PHOENIX PARKS AND
RECREATION DEPARTMENT
A municipal corporation

CITY CLERK DEPT.
2017 NOV 20 PM 3:36

By (signature):



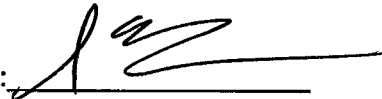
Name (printed): Dan Killoren

Title: President, Heritage Square Fnd.

Date:

11/9/17

By (signature):



Name: Inger Erickson

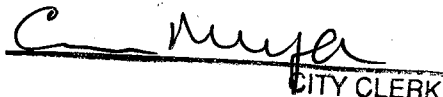
Title: Director of Parks and Recreation

Date:


11/17/17



ATTEST

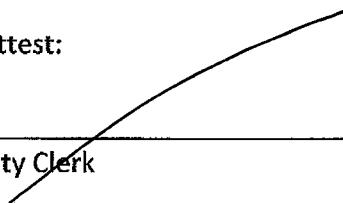

CITY CLERK

Approved as to Form:



ACTING City Attorney

Attest:



City Clerk