



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: August 13th, 2024

\* = Mandatory, information must be provided

or Procurement Director Award:

**\*Contractor/Vendor Name/Grantor (DBA):**

Southern Arizona Sports Tourism and Film Authority

**\*Project Title/Description:**

Intergovernmental Agreement between the Pima County Stadium District (District) and Southern Arizona Sports Tourism and Film Authority (SASTFA)

**\*Purpose:**

This IGA will formalize the relationship between the District and SASTFA in a way that will facilitate the parties working in partnership to expand opportunities for attracting professional baseball, both domestic and international teams, and to work in partnership to attract youth and amateur sports to the Kino Stadium District. With this IGA in place the District and SASTFA can each bring its own unique assets to negotiations with prospective tenants, presenting complete packages to include professional level sports facilities and the ability to staff the operations of events, promote and market events, and to assist with making local transportation and accommodations arrangements.

**\*Procurement Method:**

This IGA is a non-Procurement Contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

Activation of the Stadium District – Kino Sports Complex with both professional and youth/amateur sporting events. Attracting anchor tenants, professional and youth/amateur tournaments and building on the significant investments which have been made in the District facilities.

**\*Public Benefit:**

Economic development in the form of bed taxes, local spending and marketing Pima County as a destination to wide domestic and international audiences. Expanding opportunities for local youth groups to participate in healthy sporting activities with both other local groups and youth traveling from other locales.

**\*Metrics Available to Measure Performance:**

Comparison of recent event bookings with bookings for District activities over the next 24 months. Comparison of recent bed nights attributable to District events with bed nights attributable to District events over the next 24 months.

**\*Retroactive:**

No

TO: COB, 7-31-2024 (1)  
Vers. 1  
pgs.: 5

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: CT Department Code: KSC Contract Number (i.e., 15-123): SC2400002238
Commencement Date: August 13th, 2024 Termination Date: August 13, 2026 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$

\*Funding Source(s) required: N/A

Funding from General Fund? Yes No If Yes \$ %

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date: Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease

Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$

\*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):

Commencement Date: Termination Date: Amendment Number:

Match Amount: \$ Revenue Amount: \$

\*All Funding Source(s) required:

\*Match funding from General Fund? Yes No If Yes \$ %

\*Match funding from other sources? Yes No If Yes \$ %

\*Funding Source:

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Sarah Horvath

Department: KSC-Stadium District

Telephone: 520.429.9272

Department Director Signature: Date: 7.30.24

Deputy County Administrator Signature: Date: 7/31/2024

County Administrator Signature: Date: 7/31/2024

A

**Intergovernmental Agreement  
between  
Pima County Stadium District and Southern Arizona Sports Tourism and Film Authority  
for  
Baseball Operations, Promotions and Marketing, and Economic Development**

This Intergovernmental Agreement ("IGA") is entered into by and between Pima County Stadium District, a taxing public improvement District of the State of Arizona ("**District**") and the Southern Arizona Sports Tourism and Film Authority ("**Authority**") pursuant to A.R.S. § 11-952.

**1. Background.**

1.1. District and Authority may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, *et seq.*

1.2. District is responsible for management, operation, maintenance, scheduling, and promotion of the Pima County Stadium District pursuant to A.R.S. § 48-4202.

1.3 District may, pursuant to A.R.S. § 48-4204, from monies lawfully available to District, finance, furnish, maintain, improve, operate, market, and promote the use of multipurpose facilities and other structures, utilities, roads, parking areas, or buildings necessary for full use of the multipurpose facilities, and do all things necessary or convenient to accomplish those purposes. "Multipurpose facility" has the meaning set forth in A.R.S. § 48-4201(4) and includes a facility on lands owned or leased by District used to accommodate sporting events and entertainment, cultural, civic, meeting, trade show, or convention events or activities.

1.4 Authority is responsible for uniting Southern Arizona communities to strengthen prosperity through sports, tourism, film, and workforce development pursuant to A.R.S. §§ 5-1401 through 5-1477.

1.5 Authority, established by A.R.S. § 5-1402, is a corporate and political body, separate and independent of the state and the counties. Authority may operate amateur or professional sports facilities, recreational facilities, multipurpose facilities, and other community facilities in furtherance of economic development throughout Southern Arizona.

**2. Purpose.** District and Authority wish to partner in the expansion of opportunities for hosting professional baseball at the Kino Sports Complex. District and Authority further wish to partner in expanding the opportunities for youth and amateur sports at the Kino Sports Complex to include but not be limited to baseball, soccer, basketball, pickleball, and volleyball.

**District Responsibilities.** District will assist Authority in securing commitments from professional baseball teams for developmental and competitive purposes at the Kino Sports Complex. District will assist Authority in securing commitments from amateur sports groups for hosting events at Kino Sports Complex.

**2.1 Authority Responsibilities.** Authority shall be responsible for various game-day operational functions tailored to the needs and magnitude of the specific event involved. By way of example those operational functions may include but not be limited to press box/scoreboard operations, parking, security, marketing and promotions, ticketing,

transportation, and catering. Additionally Authority shall capitalize on its professional relationships with members of both domestic and international professional baseball executives to assist in recruiting teams and events to Kino Sports Complex.

- 2.2 Through separate Facilities Use Agreements, tailored to the needs of specific user groups and events, District and Authority will articulate specific responsibilities in terms of costs, staffing, promotions, and all other terms and conditions relevant to staging each respective event. District reserves the right to continue marketing the Kino Sports Complex independent of this partnership with Authority. District is under no obligation to negotiate such Facility Use Agreements for any or all prospective user groups contracting for use of Kino Sports Complex. However, District will establish individual Facility Use Agreements with Authority relative to clients Authority is integral in attracting to Kino Sports Complex.
- 3 **Payment.** District and Authority recognize that there are hard costs associated with recruiting new tenants and events, and there will be hard costs associated with the promotion, marketing, and staging of events. District and Authority are committed to sharing these costs, including passing through some costs to new tenants as described in Sections 2.1 and 2.2 above.
- 4 **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of 24 months unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
- 5 **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
- 6 **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
- 7 **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
- 7.1 Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
- 7.2 Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$2,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
- 7.3 If required by law, workers' compensation coverage including employees' liability coverage.
- 7.4 Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.

- 7.5 The above requirement may be alternatively met through a self-insurance program under to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this Section.
- 8 **Compliance with Laws.** The parties will comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
- 9 **Non-Discrimination.** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.
- 10 **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 11 **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
- 12 **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
- 13 **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
- 14 **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 15 **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 16 **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

**District:**

Sarah Horvath, Director Kino Sports Complex  
2500 E Ajo Way  
Tucson, Arizona 85713

**Authority**

Southern Arizona Sports Film and Tourism Authority  
7032 E 2<sup>nd</sup> Street  
Tucson, Arizona 85710

- 17 **Amendment.** This IGA may only be modified, amended, altered, or changed by written agreement signed by the parties.
- 18 **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
- 19 **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
- 20 **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered, or extended except through a written amendment signed by the parties.
- 21 **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

**PIMA COUNTY**


\_\_\_\_\_  
Adelita S. Grijalva, Chair  
Board of Directors

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Melissa Manriquez, Clerk of the Board

**AUTHORITY**

  
\_\_\_\_\_  
Edgar Soto, Chairman  
Southern Arizona Sports Tourism and Film Authority

7/4/24  
\_\_\_\_\_  
Date

ATTEST

  
\_\_\_\_\_  
Blake Eager, Executive Director  
Southern Arizona Sports Tourism and Film Authority

**Approval**

The foregoing Intergovernmental Agreement between Pima County and Southern Arizona Sports Tourism and Film Authority has been reviewed by the undersigned and is hereby approved as to content.

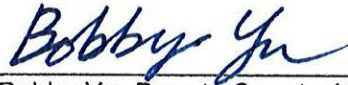


Carmine DeBonis, Deputy County Administrator

**Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between Pima County and the Southern Arizona Sports Tourism and Film Authority has been reviewed by the undersigned, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he represents.

**PIMA COUNTY:**



Bobby Yu, Deputy County Attorney

**AUTHORITY:**



Ali Farhang, Southern Arizona Sports Tourism and Film Authority Legal Counsel