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November 18, 2016

The Honorable Chair and Members, Pima County Board of Supervisors  
Re: Mike Jacob Sportspark Operating Agreement  
130 W. Congress Street, 11<sup>th</sup> Floor  
Tucson, AZ 85701

*Re: Championship Sports, LLC*

Dear Pima County Board of Supervisors,

I represent Championship Sports, LLC and I am in receipt of the Board of Supervisor's Memorandum dated November 22, 2016 prepared by the County Administrator and the Memorandum dated November 8, 2016 prepared by Natural Resources Parks and Recreation.


After reviewing the memoranda with my client, we believe there are numerous misstatements and inaccuracies of material facts being reported by NRPR. We believe that a deliberate attempt is being made to cast Championship Sports in a false light to mislead the Board of Supervisors.

Originally NRPR tried to assert that Championship's contract, together with all options periods, would be expiring at the end of the year. This matter was litigated and the court ruled that Championship still retains 4 one-year option periods. (Exhibit A, Declaratory Judgment). Now NRPR has changed its position and believes a month to month arrangement is appropriate contrary to Championship's expectancy under the contract

Championship wishes to work together with NRPR and prepared a written proposal to NPRP to address issues at the park for their mutual benefit. NRPR has ignored Championship's invitations to discuss an amiable resolution of the dispute.

Championship respectfully requests a hearing to present the facts to the Board of Supervisors before decision.

Respectfully,



Edward J. Laber

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# EXHIBIT A



Laber & Laber  
ATTORNEYS AT LAW

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Attorney for Plaintiff, Championship Sports, LLC

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

**IN AND FOR THE COUNTY OF PIMA**

CHAMPIONSHIP SPORTS, LLC,  
Plaintiff

vs.

PIMA COUNTY,  
Defendant

Case No.: C20162075

**ORDER GRANTING PLAINTIFF'S  
MOTION FOR JUDGMENT ON THE  
PLEADINGS**

(Assigned to Hon. Catherine Woods)

Pending before the Court is Plaintiff's Motion for Judgment on the Pleadings and Defendant's Cross-Motion for Judgment on the Pleadings. The Court has considered the Cross-Motions and the related Oppositions and Replies, as well as the original contract and amendments thereto, all of which were attached to the Plaintiff's Motion. Neither party objected to the Court considering matters outside the pleadings (i.e. the contracts and the amendments thereto). The Court finds it appropriate to consider the contracts and amendments, and shall resolve the matter as provided in Rule 12(c) and Rule 56, ARCP.

The Court finds Amendment 5 to the contract is clear and unambiguous. In

1 entering the amendment, the parties specified the background and purpose of the  
2 amendment as follows:

3  
4 County, Operator desire to renew the Agreement for Operation and  
5 Administration of Leagues and tournaments at Mike Jacob Sports Park, for  
6 a period of four years as follows:

7 8.1 Base Term. The term of this Agreement shall be for four years  
8 commencing on January 1, 2013 unless terminated sooner under the terms  
9 and conditions. The date this agreement terminates is referred to as the  
10 "*Termination Date*"

11 From: "...shall terminate on **December 31, 2012**

12 To: "...shall terminate on the **31st day of December, 2016.**

13 See Contract Amendment 5, at p. 1. Amendment 5 also changed a portion of  
14 Section 3.3 of a prior amendment, which is not relevant to the issue pending before the  
15 Court. Amendment 5 did nothing to change, remove, or modify any other provision of  
16 the original contract. In fact, in Amendment 5, the parties agreed, "[e]xcept as modified  
17 as provided in this Amendment, all of the terms and conditions of the Operating  
18 Agreement as amended shall remain in full force and effect." Accordingly, Amendment  
19 5 did nothing to change, remove, or modify Plaintiff's right under Section 8.2 to renew  
20 the contract for a maximum of four one-year periods.  
21  
22

23  
24 Based upon the foregoing, the Court finds that there exists no genuine dispute  
25 over the material facts and Plaintiff is entitled to Judgment on the Pleadings.

26 Accordingly, declaratory judgment is hereby **GRANTED** in favor of plaintiff,  
27 Championship Sports, LLC. Specifically:  
28

- 1 1. The Court finds that Plaintiff's options established under Section 8.2 of the  
2 Agreement for Operation and Administration of Leagues and Tournaments at  
3 Mike Jacob Sports Park (the "Agreement"), are in full force and effect and have  
4 not lapsed or expired.
- 5
- 6 2. The Court finds that if Plaintiff desires to exercise the options, Plaintiff shall  
7 submit to the County Administrator written notice in accordance with Section  
8 8.2.1 of the Agreement.
- 9
- 10 3. Plaintiff is awarded its reasonable attorney's fees and costs which it may submit to  
11 the Court for approval by separate motion.
- 12
- 13 4. Defendant's Cross-Motion for Judgment on the Pleadings is **DENIED**.
- 14
- 15 5. Pursuant to Rule 54(c) of the Arizona Rules of Civil Procedure, this is a final  
16 appealable Order.

17 IT IS SO ORDERED.

18 DATED: July 21, 2016

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22 **HON. CATHERINE WOODS**

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Conformed copy e-mailed  
June 6, 2016, to:

Tobin Rosen, Esq.  
Deputy Pima County Attorney  
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