

Good Afternoon,

My name is Lou Ciorca. I am the owner of Championship Sports, and the League and Tournament Coordinator of Mike Jacob Sports Park. I am here today to address the Memorandum concerning the future of MJSP.

I would like to first start by stating I have legal representation, that could not be here today concerning the current contract. I must bring to your attention that the NRPR Memorandum fails to address the court ruling regarding Championship Sports current contract with Pima County. Originally NRPR tried to assert that Championship Sports contract, together with all option periods, would be expiring at the end of the year. This matter was litigated and the Superior Court ruled that Championship Sports still retains 4 one-year option periods. (Exhibit A, Declaratory Judgment). The NRPR Memorandum fails to acknowledge this fact in its report and thus is misleading in its conclusions. Now NRPR has changed its position and believes a month to month arrangement is appropriate contrary to Championship Sports' expectancy under the contract. I am respectfully asking for a delay in the decision and judgment regarding the park until I have an opportunity to present with counsel.

Secondly, we would like to put together important information for you in a meaningful, but we were only just informed of this memorandum on Thursday November 17th. My legal counsel submitted a memorandum, dated November 18, in which we formally requested a hearing before a vote is taken to:

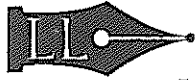
1. bring to light numerous misstatements and inaccuracies of material facts in the NRPR Memorandum, which result in false conclusions and,
2. present to you a series of compelling proposals that provide substantially better options than those presented in the NRPR Memorandum.

Lastly, I would like to bring to light that over the past 7 years I have presented 10 proposals that would have solved most of the issues that have been mentioned in the report. As an expert in this field, who has studied sports parks in the southwestern United States, I strongly believe that these practical proposals can substantially meet the County's current and future needs. Championship Sports wishes to work together with NRPR. My legal counsel and I have requested prior meetings with NRPR to address issues and solutions regarding the park for our mutual benefit. Those requests to discuss an amiable resolution have been essentially ignored.

I want to encourage you to revisit these proposals. I firmly believe together we can create a better option than the four options that are currently being presented. I look forward to the opportunity to work together with you for the greater benefit of our Tucson community.



Louis A. Ciorca
President/CEO
Championship Sports



Laber & Laber
ATTORNEYS AT LAW

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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, 11th 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 NRPR 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

EXHIBIT A



1
2 **Laber & Laber**

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10 Attorney for Plaintiff, Championship Sports, LLC

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

12 **IN AND FOR THE COUNTY OF PIMA**

13 CHAMPIONSHIP SPORTS, LLC,

14 Plaintiff

15 vs.

16 PIMA COUNTY,

17 Defendant

Case No.: C20162075

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

(Assigned to Hon. Catherine Woods)

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

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27 The Court finds Amendment 5 to the contract is clear and unambiguous. In
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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.
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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 5. Pursuant to Rule 54(c) of the Arizona Rules of Civil Procedure, this is a final
15 appealable Order.

16 IT IS SO ORDERED.

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18 DATED: July 21, 2016

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22 **HON. CATHERINE WOODS**
23 (ID: 56f067d5-d336-4d13-bf0b-ba9cd84060b0)

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

Tobin Rosen, Esq.
Deputy Pima County Attorney
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