



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 12/17/24

* = Mandatory, information must be provided

or Procurement Director Award:

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

MJS SFM LLC (Headquarters: Clearwater, FL)

***Project Title/Description:**

Mike Jacob Sportspark Operator

***Purpose:**

Award: Supplier Contract No. SC2400002315 and Customer Contract No. CT2400000042. These contracts have an initial term of five (5) years, with an award amount of \$200,000.00 for SC2400002315 and an anticipated revenue amount of \$433,000.00 for CT2400000042. Both contracts include three (3) five-year renewal options. Please note that the award amount and revenue stated above are for the initial five (5) year term, and not annual amounts. Administering Department: Parks and Recreation.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No. RFP-2400010 was conducted. Four (4) responses were received. Three respondents were interviewed. Award is to the responsive and responsible respondent submitting the highest scoring proposal.

PRCUID: 513778

Attachments: Notice of Recommendation for Award, Supplier Contract and Customer Contract.

***Program Goals/Predicted Outcomes:**

The County is consolidating all phases of the Mike Jacob Sportspark operation to a unitary operator for the management, operations and oversight of sports, leagues, concessions, bicycle motocross, special events and maintenance.

***Public Benefit:**

Access year-round to a well managed multi-sport outdoor facility which provides opportunities for youth and adults to recreate and participate in softball, baseball, volleyball and BMX racing. Other benefits include contributions to a healthier community, strong community bonds and a resource to host tournaments and special events which have the potential to attract additional visitors to the greater Tucson region.

***Metrics Available to Measure Performance:**

Healthier and safer community.

***Retroactive:**

No.

TO: COB 12/4/2024
VERSION 1
12 PAGES

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: SC Department Code: PO Contract Number (i.e., 15-123): 2400002315
Commencement Date: 01/01/2025 Termination Date: 12/31/2029 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 200,000.00 * Revenue Amount: \$

*Funding Source(s) required: General Fund

Funding from General Fund? Yes No If Yes \$ % 100
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: Procurement Officer: Mark Koskiniemi Digitally signed by Mark Koskiniemi Date: 2024.11.19 08:10:50 -0700
Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2024.11.19 09:17:20 -0700
Department: Procurement Director: Terri Spencer
Department Director Signature: VICTOR M. PEREIRA Digitally signed by VICTOR M. PEREIRA Date: 2024.11.20 10:46:02 -0700
Deputy County Administrator Signature: Date: 12/4/2024
County Administrator Signature: Date: 12/4/2024



PIMA COUNTY

FINANCE & RISK MANAGEMENT

Modification to Insurance or Indemnity Clause

Date: 9/27/2024

Requestor Name: Mark Koskiniemi

Department: Procurement Department

Change to Insurance

Change to Indemnity

Supplier Name: Mike Jacob Sportspark Operator

Contract No:

Project Title/Description:

Mike Jacob Sportspark Operator

Requested Change:

Liquor Liability - Coverage is required only if alcohol is being sold. Business automobile changed to Commercial Liability hired, non-owned auto coverage. Builders Risk Operation must obtain builder's risk insurance if it carries out any alteration projects projects it carries out on the Facility in an amount equal to the contract amount including all subsequent change orders.

Additional Insured - The Commercial Liability and Business Automobile Liability Policy must be endorsed to include Pima County and its districts as an additional insured.

NO changes to limits.

Approved

Denied

Risk Management:

Christina Garcia *CG*

Comments:

Approved with above changes.

13. Insurance Requirements. Operator will procure and maintain, throughout the term of this Agreement, insurance against claims for injury to persons or damage to property that may arise from or in connection with the actions of Operator, its agents, representatives, employees, volunteers or subcontractors, as provided below. Operator will require any subcontractors to also obtain and maintain, during the term of their operations at the Facility, insurance that complies with the below requirements.

13.1 Minimum Scope and Limits of Insurance. Operator must provide coverage with limits of liability not less than those stated below.

13.2 *Commercial General Liability (CGL).* Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

13.3 *Liquor Liability Insurance.* Coverage is required only if alcohol is being sold. The insurance coverage is to be provided by the vendor providing the liquor and the bartender(s) for the event. The Liability Policy may be under the vendor's CGL Policy or a specialized policy with policy limits of at least \$2 million per occurrence and \$5 million general aggregate. The policy shall be endorsed to include Pima County and the Operator as additional insureds.

13.4 *Business Automobile Liability.* Operator must provide Commercial Liability hired, non-owned auto coverage, in the amount of \$1 million combined single limit for vehicles used in the performance of services under this Agreement and any renewals thereof.

13.5 *Workers' Compensation (WC) and Employers' Liability -* Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers Liability coverage - \$1,000,000 each accident and each person – disease.

13.6 *Builders Risk.* Operator must obtain builder's risk insurance if it carries out any alteration projects on the Facility in an amount equal to the contract amount including all subsequent change orders. Pima County shall be included as a named insured to the policy. Coverage shall be written on an all risk replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing. Policy shall contain a waiver of subrogation endorsement in favor of Pima County and its districts and shall be maintained until the final payment is made and the project is fully released to the Operator. The Finance Director (as defined below) will determine the amount of insurance required.

13.7 **Additional Insurance Requirements.** The policies must include, or be endorsed to include, the following provisions:

13.7.1 *Claims Made Coverage.* If any part of the Required Insurance is written on a claims- made basis, any policy retroactive date must precede the effective date of this Contract, and Operator must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

13.7.2 *Additional Insured.* The Commercial Liability and Business Automobile Liability Policy must be endorsed to include Pima County and its districts as an additional insured. The liability policies must also name County's officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Operator.



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: 11/20/2024

The Procurement Department hereby issues formal notice to respondents to Solicitation No. RFP-PO-2400010 for Mike Jacob Sportspark Operator that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after December 17, 2024.

Award is recommended to the highest scoring proposal.

AWARDEE NAME

MJS SFM LLC

AWARD AMOUNT

\$200,000.00 (expense)

\$433,000.00 (revenue)

OTHER RESPONDENT NAMES

Kino Baseball League

Tucson Leagues

Arizona Sports Alliance LLC

Issued by: Mark Koskiniemi, Procurement Officer

Telephone Number: 520-724-3760

This notice is in compliance with Pima County Procurement Code §11.12.020(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov

Pima County Procurement Department

Administering Department: Parks and Recreation

Project: Mike Jacob Sportspark

Contractor: MJS SFM, LLC
17755 U.S. Hwy 19 N., #300
Clearwater, FL 33764

Amount: \$200,000.00

Contract No: SC2400002315

Funding: General Fund

GENERAL SERVICES AND FUNDING AGREEMENT

1. Parties, Background and Purpose.

1.1. Parties.

This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and MJS SFM, LLC ("Contractor").

1.2. Purpose.

The Pima County Parks and Recreation Department is providing initial, reimbursable funding for the Mike Jacob Sportspark.

1.3. Authority.

County selected Contractor pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals.

1.4. Solicitation and Other Documents.

County previously issued Solicitation No. RFP-2400010 for certain services (the "Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documents submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.

1.5. Contracts.

As Contractor submitted the most advantageous response to the Solicitation, to meet the Purpose the Parties have established this contract number SC2400002315 for funding and expenses incurred by the County, and contract number CT2400000042 for revenue and reimbursements returned to the County.

2. Term.

2.1. Initial Term.

The term of this Contract commences on January 1, 2025 and will terminate on December 31, 2029 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

2.2. Extension Options.

County may renew this Contract for up to three (3) additional periods of up to five (5) years each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Funds and Facility Operating Expense Account.

- 3.1. Funding, Operation of Account, and Reimbursement. Operator shall pay all items of expense for the operation, maintenance, supervision and management of the Facility from the funds in a bank account specifically designated and used solely as the Operating Expense Account. The Operating Expense Account (defined in Customer Contract No: CT2400000042) shall be funded with amounts generated by operation of the Facility or otherwise made available by the County subject to appropriations determined by the County. **To ensure sufficient funds are available in the Operating Expense Account, Owner will deposit in the Operating Account, within thirty (30) days of the Effective Date, the amount of Two Hundred Thousand Dollars (\$200,000.00) representing the County's Agreed upon budgeted contribution to the Facility operations for the first Operating Year supporting expenses shown in Exhibit A (2 pages). These funds, with interest, will be reimbursed to County before the calculation of any Deferred Management Incentive Fee (also defined in Customer Contract No: CT2400000042) to Operator and repaid from the Operating Expenses Account within the initial term (first five (5) years) of the Agreement and shall not be treated as facility revenue for the purpose of determining Operator's Deferred Management Fee or for any other purpose. The interest amount will be calculated using a rate of 5.0% per annum. Notwithstanding any other provision herein, the obligation to reimburse the County these funds with interest will survive any Termination to the extent that the County has not already been reimbursed (with interest) as of the date of Termination and there are any funds remaining in the Operating Expenses Account to do so and before any calculation and payment to Operator of a Deferred Management Incentive Fee. It is anticipated there will be annual net revenue, in excess of what Operator needs to retain in the Operating Expenses Account for ongoing operating expenses, to be paid to the County upon its reasonable request from the Operating Expenses Account, per the Customer Contract (Operating Agreement). If County and Operator, at some future time, wish to utilize and agree to a repayment schedule it will be memorialized in a separate Addendum to this Agreement, to be approved by the Procurement Director.**
- 3.2. Payments and Notices. All payments (unless arrangements are made for electronic payments) and notices required or permitted to be given under this Agreement must be in writing and delivered personally or mailed, postage prepaid, by registered or certified United States mail, return receipt requested, addressed to the relevant Party as set forth in Operating Agreement for the Operation and Administration of Mike Jacob Sportspark, Customer Contract No. CT2400000042.

4. Insurance.

For Insurance Requirements reference Operating Agreement for the Operation and Administration of Mike Jacob Sportspark, Customer Contract No. CT2400000042, Section 13.

5. Indemnification.

For Insurance Requirements reference Operating Agreement for the Operation and Administration of Mike Jacob Sportspark, Customer Contract No. CT2400000042, Section 14.

6. Laws and Regulations.

6.1. Compliance with Laws.

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

6.2. Licensing.

Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

6.3. Choice of Law; Venue.

The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

6.4. Fraud and Collusion.

Each Contractor, by submission of a proposal, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

7. Independent Contractor.

Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

8. Subcontractors.

Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

9. Assignment.

Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

10. Non-Discrimination.

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor 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.

11. Americans with Disabilities Act.

Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

12. Authority to Contract.

Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

13. Full and Complete Performance.

The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

14. Cancellation for Conflict of Interest.

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

15. Termination by County.

Either party may terminate this Contract but only per the Termination terms of the accompanying Customer Contract No. CT240000042.

16. Non-Appropriation.

Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

17. Non-Exclusive Contract.

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

18. Remedies.

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

19. Severability.

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

20. Books and Records.

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

21. Public Records.

21.1. Disclosure.

Pursuant to A.R.S. § 39-121 et seq., this Contract and all documents submitted to County in relation to this Contract, including, but not limited to, pricing schedules, product specifications, and work plans are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

21.2. Records Marked Confidential; Notice and Protective Order.

If Contractor reasonably believes that any documents submitted to County contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as

reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

22. Legal Arizona Workers Act Compliance.

22.1. Compliance with Immigration Laws.

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 41-4401 (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

22.2. Books & Records.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

22.3. Remedies for Breach of Warranty.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

22.4. Subcontractors.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 22 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

23. Counterparts.

The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

24. Israel Boycott Certification.

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods

or services from Israel. The certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

25. Forced Labor of Ethnic Uyghurs.

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

26. Heat Injury and Illness Prevention and Safety Plan.

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

27. Amendment.

The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

28. Entire Agreement.

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

SIGNATURE PAGE TO FOLLOW

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this General Services Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

Pima County

MJS SFM, LLC

Chair, Board of Supervisors



Authorized Officer Signature

Date

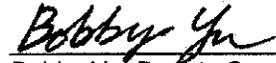
11/14/2024
Date

ATTEST

Clerk of the Board

Date

Pima County Attorney's Office – As To Form



Bobby Yu, Deputy County Attorney

11/15/2024
Date

Approved as to Content

VICTOR M. PEREIRA Digitally signed by VICTOR M. PEREIRA
DN: cn=VICTOR M. PEREIRA, o=PIMA COUNTY,
ou=PARCS AND RECREATION,
email=VICTOR.PEREIRA@PIMA.GOV, c=US
Date: 2024.11.14 16:40:46 -0700

Department Head

14 Nov 24
Date



Mike Jacob Sportspark - Pre Start Costs

	\$ 184,050	\$ -	\$ 29,500	\$ 71,100	\$ 83,450
Pre Start Total Oct - Dec			Jan	Feb	Mar
Advertising/Marketing					
Website	\$ 20,000		\$ 10,000	\$ 10,000	
Assets	\$ 2,000			\$ 1,000	\$ 1,000
Advertising	\$ 6,000			\$ 2,000	\$ 4,000
Dues & Subscriptions	\$ 1,000			\$ 1,000	
Business Development	\$ 2,000			\$ 1,000	\$ 1,000
General Office Expense	\$ -				
Business License	\$ 1,000			\$ 1,000	
Uniforms	\$ 1,500			\$ 1,500	
IT & Office Equipment	\$ 6,500		\$ 2,500	\$ 2,500	\$ 1,500
Meals & Entertainment	\$ 500				\$ 500
Office Supplies	\$ 400			\$ 200	\$ 200
POS Equipment	\$ 10,000			\$ 10,000	
Other Software (SportKey	\$ -				
F&B inventory	\$ 10,000				\$ 10,000
Cash	\$ 2,500				\$ 2,500
FFE Equipment (kitchen, etc	\$ 8,000			\$ 3,000	\$ 5,000
Staff Travel	\$ 1,750				\$ 1,750
Management Company	\$ -				
Management Fees	\$ 24,000		\$ 12,000	\$ 12,000	\$ 12,000
Management Co Travel	\$ 30,500	\$ -	\$ 5,000	\$ 8,000	\$ 15,000
Salaries & Wages	\$ -				
Manager Salaries (no FM	\$ 32,083	\$ -	\$ -	\$ 14,167	\$ 17,917
Houly Pay Staff	\$ 2,500			\$ 500	\$ 2,000
Relocation / Recruitment	\$ -				
Payroll Expenses	\$ -				
Cell Phone Reimbursements	\$ 300				\$ 300
Other Payroll Expenses	\$ 6,917	\$ -	\$ -	\$ 2,933	\$ 3,983
Legal/Risk	\$ -				
Insurance	\$ 600			\$ 300	\$ 300
Staff Onboarding	\$ -				
HR Costs (drug test, background	\$ 1,000				\$ 1,000
HR Travel Costs	\$ 3,500				\$ 3,500
	\$ -				
	\$ 184,050				

Mike Jacob Sportspark - First 12 Month Operating Budget

Revenue	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Year 2	Year 3	Year 4	Year 5
Outdoor Field Tournaments, Programs & Rentals	\$33,250	\$38,000	\$42,750	\$47,500	\$52,250	\$45,125	\$45,125	\$45,125	\$49,875	\$57,000	\$57,000	\$57,000	\$570,000	\$582,000	\$588,000	\$594,000	\$600,000
BMX Events, Programs & Rentals	\$2,917	\$3,333	\$3,750	\$4,167	\$4,583	\$3,958	\$3,958	\$3,958	\$4,375	\$5,000	\$5,000	\$5,000	\$50,000	\$90,000	\$135,000	\$147,000	\$150,000
Sand Volleyball Tournaments, Programs, & Rentals	\$7,000	\$8,000	\$9,000	\$10,000	\$11,000	\$9,500	\$9,500	\$9,500	\$10,500	\$12,000	\$12,000	\$12,000	\$120,000	\$150,000	\$168,000	\$196,000	\$200,000
Supporting Revenue (F&B, Retail, Etc.) - Outdoor	\$26,031	\$29,750	\$33,469	\$37,188	\$40,906	\$35,328	\$35,328	\$35,328	\$39,047	\$44,625	\$44,625	\$44,625	\$446,250	\$520,000	\$553,000	\$572,000	\$650,000
Sponsorship (Outdoor)	\$0	\$0	\$0	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$90,000	\$123,000	\$135,000	\$147,000	\$150,000
Total Revenue	\$69,198	\$79,083	\$88,969	\$108,854	\$118,740	\$103,911	\$103,911	\$103,911	\$113,797	\$128,625	\$128,625	\$128,625	\$1,276,250	\$1,465,000	\$1,559,000	\$1,656,000	\$1,750,000

Cost of Goods Sold	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Year 2	Year 3	Year 4	Year 5
Outdoor Field Tournaments, Programs & Rentals	\$9,975	\$11,400	\$12,825	\$14,250	\$15,675	\$13,538	\$13,538	\$13,538	\$14,963	\$17,100	\$17,100	\$17,100	\$171,000	\$174,600	\$176,400	\$178,200	\$180,000
BMX Events, Programs & Rentals	\$875	\$1,000	\$1,125	\$1,250	\$1,375	\$1,188	\$1,188	\$1,188	\$1,313	\$1,500	\$1,500	\$1,500	\$15,000	\$27,000	\$40,500	\$44,100	\$45,000
Sand Volleyball Tournaments, Programs, & Rentals	\$2,100	\$2,400	\$2,700	\$3,000	\$3,300	\$2,850	\$2,850	\$2,850	\$3,150	\$3,600	\$3,600	\$3,600	\$36,000	\$45,000	\$50,400	\$58,800	\$60,000
Supporting Revenue (F&B, Retail, Etc.) - Outdoor	\$14,317	\$16,363	\$18,408	\$20,453	\$22,498	\$19,430	\$19,430	\$19,430	\$21,476	\$24,544	\$24,544	\$24,544	\$245,438	\$286,000	\$293,150	\$314,600	\$357,500
Sponsorship (Outdoor)	\$0	\$0	\$0	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$22,500	\$30,750	\$33,750	\$36,750	\$37,500
Total Cost of Goods Sold	\$40,828	\$489,938	\$563,350	\$594,200	\$632,450	\$680,000											

Gross Margin	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Year 2	Year 3	Year 4	Year 5
	\$28,370	\$38,255	\$48,141	\$68,026	\$77,911	\$63,083	\$63,083	\$63,083	\$72,969	\$87,797	\$87,797	\$87,797	\$786,313	\$901,650	\$964,800	\$1,023,550	\$1,070,000

Expenses	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Year 2	Year 3	Year 4	Year 5
Facility Expenses	\$22,292	\$22,292	\$22,292	\$22,292	\$22,292	\$22,292	\$22,292	\$22,292	\$22,292	\$22,292	\$22,292	\$22,292	\$267,499	\$284,440	\$300,788	\$317,135	\$326,943
Operating Expense	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$240,000	\$243,600	\$247,254	\$250,963	\$254,727
Management Payroll	\$17,917	\$17,917	\$17,917	\$17,917	\$17,917	\$17,917	\$17,917	\$17,917	\$17,917	\$17,917	\$17,917	\$17,917	\$179,917	\$223,600	\$232,544	\$241,846	\$251,520
Payroll Taxes/Benefits/Bonus	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000	\$73,250	\$77,950	\$82,800	\$87,500
Total Operating Expenses	\$65,208	\$782,499	\$824,890	\$858,536	\$892,743	\$920,690											

Net Operating Income	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Year 2	Year 3	Year 4	Year 5
	(\$36,838)	(\$26,953)	(\$17,068)	\$2,818	\$12,703	(\$2,125)	(\$2,125)	(\$2,125)	\$7,761	\$22,589	\$22,589	\$22,589	\$3,814	\$76,760	\$106,264	\$130,807	\$149,310

*All estimates for revenue, expenses, and net operating income performance are based on SFC benchmarks/industry metrics from real world operations and financial data provided by the Client.

Total SFC Anticipated Start-Up Costs	
Pre Start SFC Costs	\$174,550
Initial Operating Required for Upstart	\$80,859
Total SFC Upstart Costs	\$255,409

Annual Net Income Sensitivity Analysis	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Year 2	Year 3	Year 4	Year 5
110%	(\$34,001)	(\$23,128)	(\$12,254)	\$9,620	\$20,494	\$4,183	\$4,183	\$4,183	\$15,057	\$31,368	\$31,368	\$31,368	\$82,445	\$166,925	\$202,744	\$239,162	\$256,310
90%	(\$41,717)	(\$32,820)	(\$23,923)	(\$6,026)	\$2,871	(\$10,475)	(\$10,475)	(\$10,475)	(\$1,578)	\$11,768	\$11,768	\$11,768	(\$99,314)	(\$41,573)	(\$19,926)	(\$3,171)	\$8,310
80%	(\$46,595)	(\$38,687)	(\$30,779)	(\$14,870)	(\$6,962)	(\$18,824)	(\$18,824)	(\$18,824)	(\$10,916)	\$946	\$946	\$946	(\$202,443)	(\$159,905)	(\$146,116)	(\$137,148)	(\$132,690)

*COGS decrease by 50% rate of revenue