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# Board of Supervisors Memorandum

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November 22, 2016

## Mike Jacob Sportspark Operating Agreement

### Background

On July 28, 2016, the current operator of the Mike Jacob Sportspark requested renewal of the existing amended Operating Agreement with the County, which is permitted by the Agreement. This matter was previously litigated in Superior Court, where the operator indicated the County could not terminate the Agreement upon expiration; that the County had to consider the operator's request for renewal; and the request would need to be considered by the Board of Supervisors, the contracting entity.

Based on the operator's request for renewal of the Operating Agreement, I asked our administering department, Natural Resources, Parks and Recreation (NRPR), to perform an evaluation of the property and its operation by the present operator. The NRPR report is complete and attached to this memorandum.

I understand the existing operator has communicated with a number of individuals in the community who indicate:

*"I was informed the park might be closing,"*

*"hearing that there is a possible closure of Sports Park,"*

*"I am aware of the vote to keep or close the park..."*

*"We were recently informed that there's a possibility that the Sportspark...could be closed down,"*

*"hearing that sports park may possibly be closing down due to county taking it over."*

Clearly, appropriate communication needs to occur to determine the future public benefit of a sportspark. Presently, it is being operated through a complex public/private partnership that is not the best operating model. A new operating model should be developed in the near future to rejuvenate the Sportspark and maximize its public recreational benefits.

### History of Sportspark Development

Sportspark was originally constructed as a softball tournament complex in 1984 using private funding and it was operated by a private operator, Tucson Bowling Corporation and its assigns, for over 23 years. Since its original construction, very little has been reinvested in Sportspark other than lighting modifications made a number of years ago due primarily to community complaints regarding light pollution.

The current operating model, which is something of a hybrid where the County performs much of the turf and field maintenance operations; and two operators are responsible for field scheduling, tournament play, fee collection and concession operations; began in 2010. This operating model has not been the most efficient and has a number of shortcomings, including:

- Lack of any significant capital facility reinvestment by lessees;
- Lack of cooperation among lessees, leading to less than optimal utilization of the facility;
- Lack of operational synergy between the food/beverage operation and league/tournament administration, resulting in lost opportunities for revenue enhancement, efficiency and innovation; and,
- Lack of County authority needed to schedule and perform required preventative maintenance and institute necessary field resting periods to maintain a safe, optimal playing environment for site patrons.

#### Results of the Most Recent Operational Review and Analysis of Future Operating Models

NRPR recently conducted an operational review of the facility, and specific areas of considerable concern were identified, including infrastructure safety concerns, issues related to utilities, regulatory compliance matters and site access concerns. The site access concerns are discussed below, and all of these issues are discussed in greater detail in the NRPR report.

Recommendations regarding an appropriate future operating model are also discussed below and in the NRPR Director's report.

#### Short-term Access Constrained Environment

Unfortunately, access to Sportspark will become increasingly difficult in the very near future and last for a period of as long as 18 to 24 months. The Arizona Department of Transportation (ADOT) is reconstructing the Ina Road traffic interchange at Interstate 10 (I-10), modifying I-10, as well as the Frontage Road. A portion of the County-owned Sportspark property, as well as property where the County's Tres Ríos Water Reclamation Facility is located, have been taken by ADOT as right of way for the interchange project.

Access difficulty and restrictions will make operating a Sportspark an increasingly difficult proposition. Hence, it is appropriate at this time to consider an alternative operating model, as well as consider significant County reinvestment in the property. This reinvestment would be equivalent to the monetary value provided by ADOT in their right of way take of Sportspark property, or approximately \$1 million. While it is probable significant additional investment needs to be made, this investment will be beneficial and form the basis of a longer-term investment by a future private operator.

Current Operating Model and Proposed Modifications

NRPR recommends that at a minimum, critical safety and utility improvements be completed at the facility as soon as feasible provided sufficient funds are available. In order to limit impacts to the many current users of the facility, NRPR also recommends development and execution of an amendment to the existing Operating Agreement with the Leagues and Tournaments Operator for a period of up to six months to allow the present operator to continue to organize and run sports tournaments and leagues at the site, while recognizing and accommodating the site restrictions that may be imparted by the proposed site improvement activities.

Further, given the impending departure of the third-party concessions operator, NRPR recommends the operating model for the site be modified from the current three-party arrangement to a model where a single operator is responsible for marketing, management and scheduling of all leagues and tournaments; concessions; and operations and maintenance of the facility. This operator should be selected through a Request for Proposals process conducted during the proposed six-month contractual bridge period described above.

I concur with the NRPR analysis and recommend the Board of Supervisors approve the following:

1. Staff negotiation of a month-to-month Operating Agreement with the present operator for a period of up to six months. This month-to-month Agreement would be presented to the Board for approval on December 13, 2016. If such is approved by the Board, during the six-month period, County staff will conduct a competitive Request for Proposals process to select a single entity to operate Mike Jacobs Sportspark.
2. Up to \$1 million in capital improvements to the facility, with concurrence from the competitively-selected future operator of the Sportspark, using funding from the Arizona Department of Transportation right of way acquisition for Interstate 10 and Ina Road improvements.

Respectfully submitted,



C.H. Huckelberry  
County Administrator

CHH/mjk – November 17, 2016  
Attachments

- c: John Bernal, Deputy County Administrator for Public Works  
Nanette Slusser, Assistant County Administrator for Policy, Public Works  
Chris Cawein, Director, Natural Resources, Parks and Recreation



## MEMORANDUM

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To: CH Huckelberry, County Administrator  
John Bernal, Deputy County Administrator

Date: November 8, 2016  
From: Chris Cawein, Director

A handwritten signature in black ink, appearing to read "Chris Cawein". The signature is written in a cursive style and is positioned to the right of the typed name "Chris Cawein, Director".

**Subject: The Future of the Mike Jacob Sportspark**

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In accordance with your memorandum dated October 18, 2016, this document responds to your request to complete our comprehensive analysis of the Mike Jacob Sportspark facility. This analysis is required in order to inform the process of evaluating a written request, submitted by Counsel for Championship Sports, LLC, to renew the term of their Operating Agreement for four available "option" periods of one year each.

Below you will find a brief facility background along with an analysis of the present facility operating model and relationships under that model, followed by an analysis of the financials, public use and infrastructure elements associated with the facility. Finally, a suite of possible options regarding the future of the site are presented for consideration.

Please do not hesitate to contact me should you require clarification or further information on any of the topics described below.

### Introduction

#### History

The Mike Jacobs Sportspark is located within Ted Walker Park along the eastbound I-10 frontage road just south of Ina Road and has been in existence for over 3 decades. In May 1984, an original development, management and maintenance agreement was entered into with the Tucson Bowling Company, a for-profit entity, for a 25-year lease of County property for the purposes of building a softball facility. That lease was amended in 1985 to permit subcontracting for Funspot which added additional recreational facilities to the park and fixed the contract expiration to a straight 25-year term terminating on March 1, 2010. By Resolution of the Board of Supervisors, Grotto Walker Park, LLP, was assigned the lease. In 2002, Grotto Walker sublet the day-to-day operations of the facility to Tucson Sportspark, LLC, another for profit organization.

The lease was terminated by the County in July 2007 for failure to pay contracted rents (approximately \$30,000) to the County. Pima County Natural Resources, Parks and Recreation took over the operation



of the facility in October 2007 on an interim basis. In 2009, the County bid out separate requests for a League and Tournament Coordinator and a Concession Stand Coordinator. Championship Sports, LLC and Pinnacle Concessions, LLC were the selected vendors for these two services, respectively, and Operating Agreements were executed with these two entities effective January 1, 2010 to each manage specific elements of the operation of this public facility in partnership with the County. Several years later in May 2013, American Bicycle Association (ABA) which later became USA BMX was contracted to operate the Funspot facility at the northeast corner of Sportspark with an original contract term that runs for 10 years thru 2023.

### Facility Amenities

The Mike Jacobs Sportspark facility occupies approximately 50 acres off of the eastbound I-10 frontage road just south of Ina Road and southeast of the Tres Rios Wastewater Treatment facility. The core of Sportspark features a total of:

- six lighted softball fields (skinned infields);
- one lighted multi-purpose field;
- four lighted sand volleyball courts;
- one wiffleball field;
- two playground structures;
- two concession buildings;
- a recreation/administration office; and,
- a shared 400 space parking lot as well as ancillary structures and facilities.

The Funspot area currently consists of:

- a BMX track; and,
- a shared 400 space parking lot as well as ancillary structures and facilities.

A layout of the facility is presented as Exhibit A. The facility contains the second largest lighted softball complexes with 6 lighted fields (Lincoln Park on the east side has 8 lighted fields) and one of the largest lighted outdoor sand volleyball complexes in the region.

### Current Agreement Structure/Contract Model

The Operating Agreements entered into between Pima County (PC), Championship Sports (CS) and Pinnacle Concessions (Pinnacle) in 2010, as well as USA BMX in 2013, divided the responsibilities for the site whereas the original 1984 agreement for the site had relied on a single operator to manage the entire facility. This created a set of responsibilities for managing specific elements of the operations at Sportspark for each of the entities involved (PC, CS, Pinnacle, and USA BMX). Because the FunSpot facility is contractually and geographically segregated from the remainder of Sportspark and has a contract expiration in 2023, further discussion of this element of facility operations will not be

addressed in this summary report. Rather the shared responsibilities for the areas of Sportspark, excluding the Funspot area, will be discussed in more detail below.

Essentially, the responsibilities for managing the Sportspark were divided into:

1. PC being responsible for facility maintenance except during hours when Pima County staff is not scheduled to work (i.e., weekends, evenings and holidays). Additionally, PC is responsible for most existing utilities;
2. CS being responsible for the operations of tournament and leagues as well as off-hours maintenance; and,
3. Pinnacle being responsible for food and beverage concessions.

The fundamental precept for successful management of such a split operation is a strong, collaborative partnership where the parties are willing and able to work closely together in a cooperative manner to the overall benefit of the public.

#### Agreement Term

The structure of both of the original Operating Agreements with Championship Sports (CS) and Pinnacle contained a “base term” of three years with a maximum of four one-year “option” periods, indicating an originally-intended maximum total contract period of seven years. Based on the inception date of January 1, 2010, that seven-year period of contracting intent would expire on December 31, 2016.

However, a number of amendments to the Agreements were executed during the course of the base term of one or both of these Agreements. The six processed amendments to the CS agreement were related to:

- Amendment 1: Reseeding of fields;
- Amendment 2: Reduction in fees;
- Amendment 3: Correction of scrivener’s errors;
- Amendment 4: Cost sharing for security;
- Amendment 5: Extending base term; and,
- Amendment 7: Relating to contract boundary conditions. (Note Amendment 6 was never executed and became Amendment 7.)

Because Amendment 5 adjusted the expiration date of the “base term” of the Agreements from December 2013 to December 2016, the original seven-year maximum contract time frame was altered to add the availability of four one-year option periods.

In accordance with the Operating Agreements, both CS and Pinnacle are required to submit written requests to the County Administrator should they desire to exercise the “option periods” afforded by Section 8.2 of the Agreements which states:

*Section 8.2 Option Period. This Agreement may be renewed for a maximum of four (4) periods of one (1) year each of which is an “Option Period” as follows:*



*8.2.1 Operator shall submit to the County Administrator or designee no sooner than one (1) year prior to the Termination Date, but not later than ninety (90) days prior to the Termination Date, written notice that Operator desires to extend the term for the Option Period.*

*8.2.2 The County Administrator shall submit Operator's request to extend the term for the Option Period to the Board of Supervisors. Operator shall have the right to extend the term for the option period unless:*

*8.2.2.1 Operator is in default of this Agreement, or*

*8.2.2.2 The Board of Supervisors determines for good cause including but not limited to Operator's past performance and the condition of the premises, that such renewal is not in the best interests of the County.*

*8.3.3 The Field Usage Fees shall be agreed to by the Operator and County prior to commencement of any Option Period.*

On July 28, 2016, a request for "Renewal of Agreement for Operation and Administration of Leagues and Tournaments at Mike Jacob Sportspark" from Edward J. Laber (counsel for CS) was submitted in accordance with this section of the Agreement. That letter is attached as Exhibit B. No similar request has yet been received from Pinnacle Concessions expressing their interest to renew their Operating Agreement for operation of concessions at the Mike Jacob Sportspark. By the conditions of their Agreement, they had up until 90 days before expiration (or until October 3, 2016) to request this renewal. Staff had received previous indications that such renewal will not be pursued by Pinnacle. Attached to this document is an email from Mr. Bob Newman of Pinnacle dated January 29, 2016 formally indicating that he will not be filing to renew his agreement with the County at the site under the same circumstances with the current league operator (Exhibit C). Recent communication with Pinnacle by staff in August 2016, indicated that it's position with respect to contract renewal has not changed since that January correspondence.

#### Present Agreement Model

As stated above, the present operating model for the Mike Jacob Sportspark is a three-way partnership between Pima County NRPR, Championship Sports, and Pinnacle Concessions. A partnership such as this requires explicit and clear contractual language to ensure that there is full and unambiguous delineation of responsibilities as well as a high level of communication and cooperation between the partners to ensure that the facility is operated in a safe and optimally utilized manner that is of greatest benefit to the Community and to our sports partners.

A more detailed summary of contracted responsibilities of the three parties is outlined below:

#### Pinnacle Concessions, LLC Operating Agreement Summary

As defined in it's Operating Agreement, Pinnacle Concessions is responsible for specific tasks. In summary, the main tasks include:

- Staffing and operating each of the two concession stands that are located at Sportspark during scheduled League and Tournament play;
- Timely communication and coordination with Pima County staff and with League and Tournament Coordinator on any and all issues that impact the users of the park, the League and Tournament Coordinator and Pima County employees;
- Providing Pima County with a copy of audited financial statements on an annual basis;
- Maintenance of the Sportspark concession stands (i.e., cleaning) in accordance with all applicable health and safety standards; and,
- Maintenance and repair of all “fixed” equipment (pizza ovens, ice machines, refrigerators, etc).

#### Championship Sports, LLC Operating Agreement Summary

As defined in the Operating Agreement, Championship Sports is responsible for specific tasks. In summary, the main tasks include:

- Coordination of League play for adult softball, adult volleyball, and youth softball and baseball;
- Scheduling, coordination and communication with teams and administration for all league and weekend tournament play operations;
- Marketing and promotion of league play and tournament play;
- Timely communication and coordination with Pima County staff, with concession stand coordinator, and with teams/managers/coaches/players on any and all issues that impact the users of the park, the Concession Stand Coordinator, and Pima County employees including timely reporting of any vandalism, accidents, and/or incidents;
- Establish and have regularly scheduled meetings with an advisory team made up of league players and coaches;
- Providing Pima County with a detailed monthly field usage report;
- Providing Pima County with a copy of audited financial statements on an annual basis; and,
- Maintenance of the Sportspark ball fields and volleyball courts when PCNRPR staff is not scheduled to work (typically weekends, holidays and evenings).

#### Pima County Responsibilities

In addition to requiring that Pima County cover utility costs (except for communications systems), and share in the costs of site security, the Operating Agreements also contain a listing of the maintenance responsibilities of Pima County staff. Those responsibilities are restricted to Monday thru Friday, excluding holidays, during normal working hours and include:

- Mowing of turf and repair of irrigation systems;
- Trimming trees and shrubs and weed control;
- Cleaning of restrooms and umpire room;
- Litter pickup and trash barrel emptying;
- Maintenance and repair of buildings;
- Maintenance of fields including dragging of ballfields, lining, watering, edging, repairing holes, repairing fencing, adding infield mix;



- Maintenance of volleyball facilities including court grooming, padding and net repairs as needed;
- Maintenance and repair of lights and lighting systems;
- Repair and maintenance of playground structures and surfacing;
- Parking lot cleanup, maintenance and repairs; and,
- Sweeping, cleaning and maintenance of walkways;

### **Analysis of Contractual Relationship and Performance of the Parties**

The present operating model creates a three-way partnership between Pinnacle, CS and PC. That partnership has been functional to maintain activity at the facility though the relationship has been challenging over the past seven years.

The performance under the Operating Agreement (OA) for the concessions portion of the partnership with Pinnacle has generally been acceptable over the past seven years to the County due in part to the simple and unambiguous language of the OA. Pinnacle has engaged the County in discussions as required.

In recent years, CS has raised two issues which pertain to their concern regarding the “excessive” fees charged by Pinnacle, particularly for beverages, and an apparent disagreement related to the need for Pinnacle to operate both of the existing pubs at the Sportspark facility. Both of these issues raised by CS that Pinnacle should keep both pubs open more frequently and should make prices more competitive in order to attract more tournaments and events to the facility. Pinnacle, in accordance with contractual terms and conditions, is required to keep both pubs open for “all scheduled league and tournament play.” Pinnacle has expressed some concerns with respect to profitability in trying to keep both pubs open at all times. Practices do not require keeping concession stands open. Additionally, there are no specific contractual limits to the costs associated with specific concession items in the OA.

Although the site continues to be busy with regular and recurring league play, relationships under the Operating Agreement for the League and Tournament Operations portion of the partnership with CS have been challenging over the past seven years. Several examples of that strained relationship include:

- Regular and recurring complaints are directed to our Pima County NRPR contact regarding the acceptable level of maintenance required and completed at the facility. This leads to regular emails from CS that are critical of County staff for not completing certain elements of maintenance in a manner which is acceptable according to the Operator. Many emails illustrating this pattern of behavior are available should those be desired;
- When facilities break (as is inevitable in this aging facility) resulting in safety concerns, there appears to be a general disregard for safety recommendations. Two incidents of note in the past few years involved metal roofing being blown off of some of the structures (and in some cases still remaining only partially attached) at the site due to storm-related winds and a snapped wooden pole which held a safety net (which was torn due to the pole failure) between a softball field and the volleyball courts. The County, after Risk Management consultation,

recommended that for the safety of the facility users, the facilities in question not be used until the required safety repairs were made. The operator disregarded safety recommendations;

- When infrastructure at the facility breaks, there is a lack of acceptance and/or understanding with regard to the complexity of required repairs, the timeline required to complete such repairs in a safe manner, the County’s need to comply with applicable procurement requirements to execute such repairs, and the willingness to partner with the County in managing patron concerns. It is interesting to note that emails have been sent to the County from Park patrons thru the Operator expressing their concern over the condition of the facility on several occasions, particularly when infrastructure failures occur. One recent issue, not actually at the Sportpark but at the adjacent Tres Rios Wastewater Reclamation facility, involved the failure of an odor control system at the plant which resulted in the placement of a sign and a Facebook post by the Operator indicating that patrons of the facility should contact the County directly to log their complaints about the odors from the adjacent County Wastewater facility. While the odor certainly was objectionable, this behavior demonstrated the failure of CS to try to mollify or assuage the concerns of the patrons but rather to cast aspersions at the County and encourage patrons to lodge complaints to the County;
- Calling of Police by our staff who felt threatened. In June 2015, a confrontation between the Operator and the County Facility Foreman led to our Foreman contacting local police as he felt threatened. This led to counter claims of harassment by the Operator that required investigation by the County Human Resources Department. This incident required management to issue a mandate that prohibited any direct contact between the Operator and site staff and to run all communication through our facility manager. Mitigation for this incident led to regularized communication via a weekly meeting on site between our site manager and the Operator to ensure that any concerns were communicated in a timely manner;
- Negative interactions with co-tenants at the Sportspark. In addition to the aforementioned concern expressed by Pinnacle, and their statements that they will not consider applying for their allowable contractual Option Periods, the FunSpot operator has also reported to us issues related to balls landing in their facility along with Sportspark patrons retrieving those balls. This has led to strained relations between those two operating entities as well.

Yet despite all of the criticism and negative feedback on the facility condition and maintenance operations over the past years reported by CS, it has been diligently pursuing the Option Periods as allowed under the Operating Agreement.

#### Financial Information Regarding Sportspark Facility

Pima County NRPR expends approximately \$410,000 annually for the operation of the Mike Jacob Sportspark facility. For each of the past three fiscal years, the total budgeted and actual costs to operate the Sportspark is as follows:

<b>FY 2013-14</b>	<b>Budgeted: \$350,081</b>	<b>Actual: \$415,551</b>
<b>FY 2014-15</b>	<b>Budgeted: \$375,547</b>	<b>Actual: \$393,614</b>
<b>FY 2015-16</b>	<b>Budgeted: \$383,086</b>	<b>Actual: \$418,203</b>



That total includes costs associated with full-time County staff assigned to the site and all recurring supplies and services, as well as unanticipated repairs, in order to meet our contractual obligations. Labor costs required to operate the facility are significantly reduced because NRPR utilizes a state prison work crew of approximately 4 to 6 individuals who work at the site 30 to 40 hours per week performing various required maintenance activities. Total labor costs account for approximately half of the funds expended for the site, and other operating costs, including utilities as well as maintenance and repairs, account for the other half.

Net PC expenditures to operate the facilities at Sportspark are offset to a degree by payments required from CS and Pinnacle in accordance with terms of their Operating Agreements. Over the past three fiscal years, the payments received by PC from the two Operators were as follows:

	<u>CS</u>	<u>Pinnacle</u>	<u>Actual Fees to PC</u>	<u>Net PC Costs</u>
<b>FY 2013-14</b>	<b>\$77,049</b>	<b>\$81,722</b>	<b>\$158,771</b>	<b>\$256,780</b>
<b>FY 2014-15</b>	<b>\$67,728</b>	<b>\$72,528</b>	<b>\$140,256</b>	<b>\$253,358</b>
<b>FY 2015-16</b>	<b>\$71,947</b>	<b>\$68,455</b>	<b>\$140,402</b>	<b>\$277,801</b>

The contractual fees charged to Pinnacle are based on a straight percentage (20%) of gross concession sales during each month. The fees charged to CS are based on hourly field or court usage and/or per team rates for tournaments as defined in the amended Operating Agreement. CS fees were modified by contract amendment (Amendment 2) from the originally contracted field use rate of either \$15 per hour without lights or \$17.50 per hour with lights, down to \$10 per hour without lights, \$12.50 per hour with lights with an added "tournament" field rental fee of \$36 per team. (Note that the net fee differential between lighted fields and unlit fields is \$2.50 per hour but internal calculations suggest that the actual cost for the County to pay the electricity to operate the field lights is approximately three times that much at \$7.30 per hour). Additionally, a volleyball court rental fee was added in the amendment at \$20.00 for a 3-hour block for all four courts including lights.

Over the past three years, these contracted fees obtained from the two operators at the site have reduced the County's annual operating costs of the facility by approximately 36% resulting in an annual average net facility cost of \$263,000 to NRPR. No revenue sharing agreements, for the purposes of reinvestment in the infrastructure of the facility as allowed in the Operating Agreements, have ever been executed during the nearly seven years of operations of the facility under the current contracts. Rather the infrastructure has continued to age and there has been no reinvestment in the facilities. Repairs to deteriorating infrastructure are conducted by PC as elements break. Such breakage has been accelerating as elements of this 33-year-old facility continue to age.

Strictly on an expense to revenue basis, the cost recovery from the Mike Jacobs Sportspark compares favorably to the majority of other facilities operated by the Department due to the presence of contractual agreements with private operators who are required to pay fees in accordance with specific



contractual obligations. Based on information provided by the two contracted vendors, gross annual receipts from CS and Pinnacle have totaled approximately \$1 million over each of the past few years. This total is about 20 percent less than had been reported by the previous operator. Reinvestment in the facilities via revenue sharing agreements by either Operator, both of whom are for-profit businesses, appears to be an unrealistic expectation under the present contracting model.

#### Facility Use by the Public

The Sportspark facility currently serves many residents of Pima County. Table 1 below illustrates the participation at the facility over the past 6.5 years based on information provided by CS.

As illustrated in the table, the two major categories of facility use consist of *Tournament Participation* and *League Participation*. Tournament participation consists of both youth and adult events. League participation is further delineated into the categories of Adult softball, volleyball, and flag football as well as Youth baseball and softball. Two additional categories, defined as soccer and rugby, comprise very limited field use and are not discussed further herein. Each are defined as the number of teams reportedly participating in that sport at the Sportspark during the year defined.

As illustrated in the table and the attached graphic, *Tournament* participation at Sportspark appeared to peak in the early days of the contract period with CS in 2011 at 758 teams and has decreased since that time down to 190 teams in 2015 (75% reduction). The current calendar year appears to continue the downward trend in tournament participation based on partial year data (extrapolated to the full year) as illustrated in the attached graph.

*League* participation at the Sportspark Facility as reported by the Operator indicates that this is the major component of regular and recurring facility use. Full year numbers, as illustrated in the table are dominated by Adult softball use (ranging from a reported 1358 teams in 2010 to 1956 teams in 2015), followed by Adult volleyball use (ranging from a reported 352 teams in 2010 to 813 teams in 2015), Adult Flag football (ranging from a reported 109 teams in 2014 to 235 teams in 2012), and youth softball (ranging from a reported zero teams in 2015 to 256 teams in 2012).

Analysis of the League team participation data provided indicates that careful interpretation of these data is required. The primary issue is that the number of participating teams in a given month typically participate in a league that lasts for several months. Therefore, the sum total number of teams provided and presented in the attached table does not represent the actual number of different teams participating, given the fact that the same team in a given league may be counted for several consecutive months depending on the duration of that particular league. The actual number of different teams participating at Sportspark likely is reduced by half or possibly two thirds of the total team participation figures provided depending on the duration of the league. That stated, Sportspark is predominantly a league play facility and is heavily used.

Additionally, the data provided by CS clearly illustrate that the Sportspark facility has primarily served an adult population base and has limited youth sport participation. Adult softball, volleyball, and flag football team use has dominated the facilities over the past six full years comprising an average of over 93 percent of the reported league team usage. Last year, data provided by the Operator indicated that nearly 97% of facility league usage was by adult league teams. Sportspark therefore appears to fill an

**Sportspark  
Table #1**

Reported Tournaments, team and League Participation 2010-2016\*

Year	Tournaments		League Participation			
	All Sports	Adult Softball	Adult Volleyball	Adult Flag Football	Youth Baseball	Youth Softball
2010	466	1358	352	154	126	12
2011	758	1553	424	189	184	0
2012	476	1948	415	235	256	93
2013	399	1639	492	152	144	10
2014	198	1775	474	109	99	60
2015	190	1956	813	194	0	95
2016	159	1516	714	176	0	74

\* Data for 2016 has been extrapolated for the entire year

Table #1a: 2010-2016 Sportspark Tournaments  
All Sports

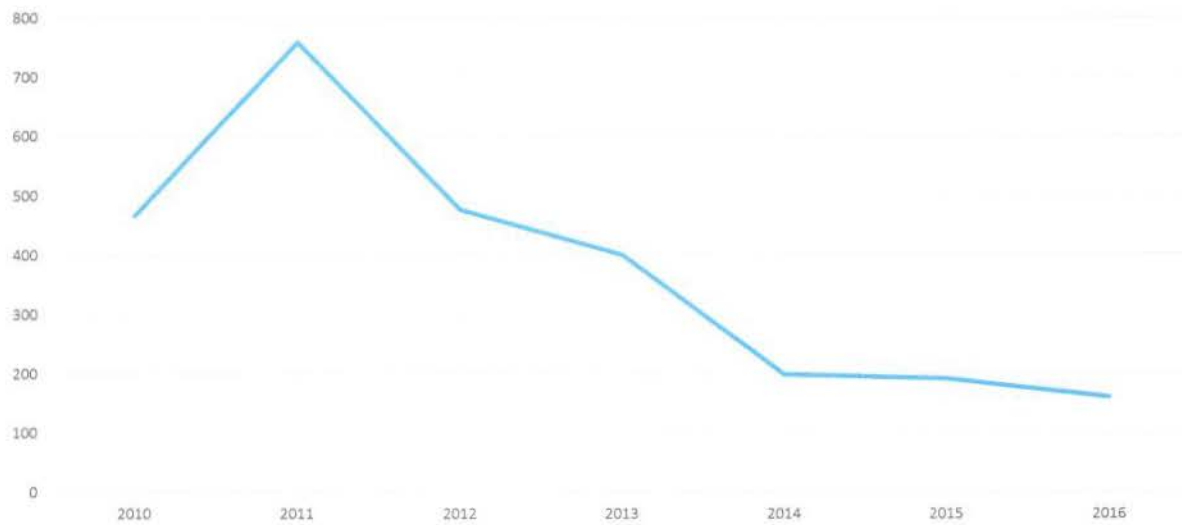


Table #1b: Sportspark Tournaments & Leagues Participation 2010-2016  
(Number of teams reported by Operator)

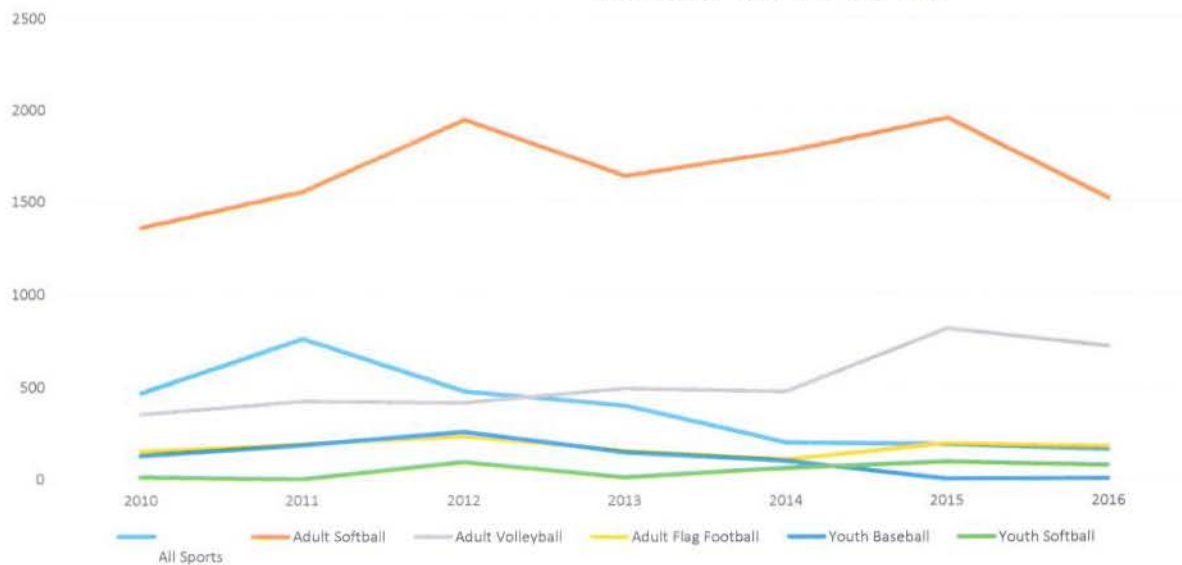


Table #2a: 2010-2016 Sportspark  
All Participants

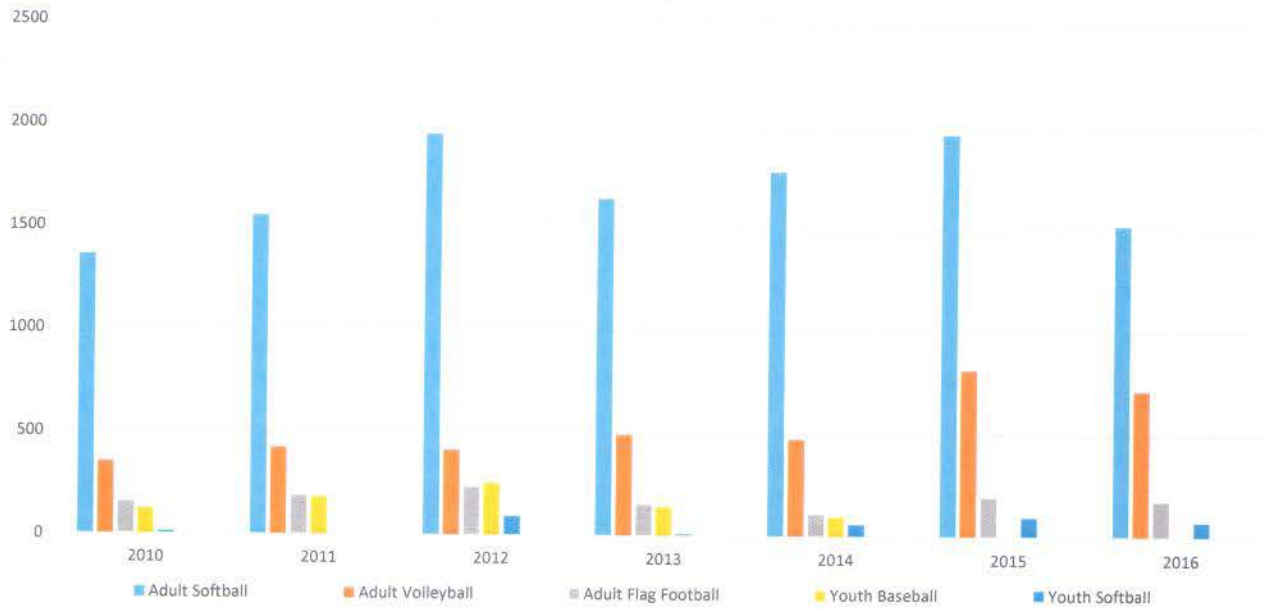
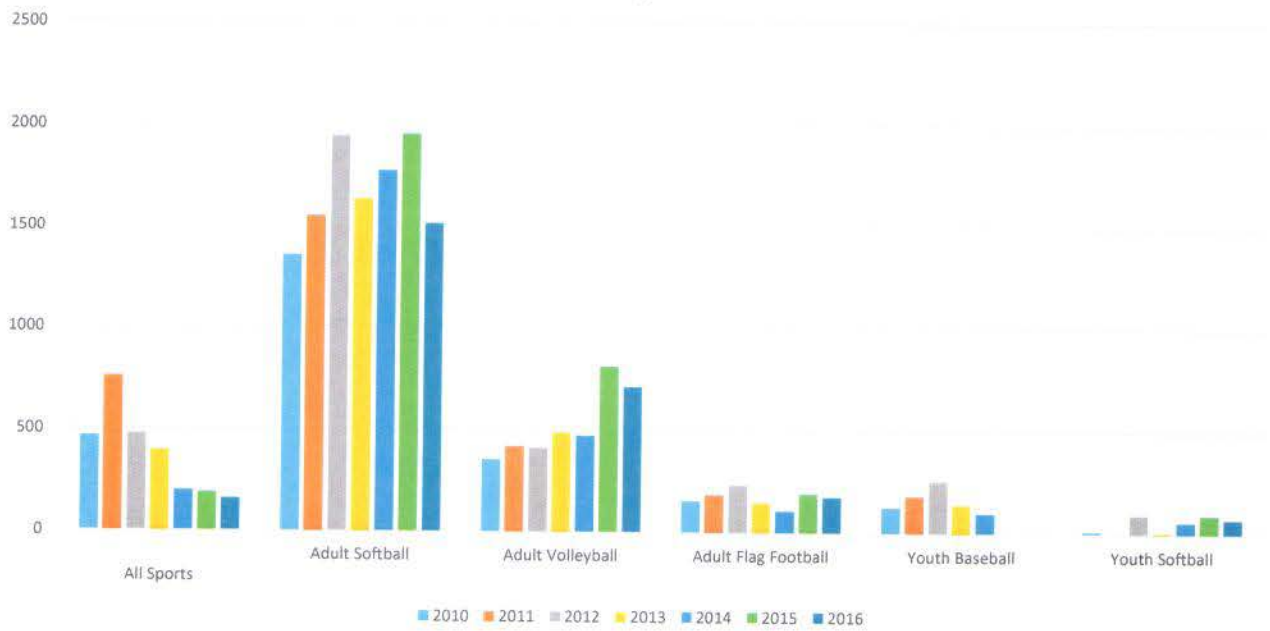


Table #2b: 2010-2016 Sportspark  
All Sports





adult league niche when compared to youth leagues. It is unknown exactly why the adult league use is so predominant when compared to youth league use, but one of the possible reasons is that the fee structure at the facility does not compare favorably to non-profit youth league rates charged at other facilities operated by local government entities.

Pima County NRPR is unaware of any Special Events conducted at the Sportspark facility over the years of the OA, although the use of the facility for such events is authorized under the existing agreement with CS. No events to our knowledge beyond standard sporting leagues and tournaments have been conducted at the facility.

Based on data provided by CS, it is apparent that the softball fields, volleyball courts and multipurpose field appear to be quite heavily used year-round for adult sports league participants although there is very limited youth sports participation at the site. Additionally, tournament participation at the site appears to have peaked back in 2011 and has experienced a steady decline since that time.

### **Infrastructure Analysis**

As described previously, the Sportspark facility was initially developed in the early 1980s with the first operational contract issued in 1984. Therefore, the approximate 33-year-old facility infrastructure was built using older technology and in accordance with regulatory requirements in force at that time. With no proactive program of reinvestment in the facility infrastructure over the past three decades, either by the County or by the Contracted Operators, combined with the active, continuing year-round use of the facility, the site infrastructure has deteriorated significantly and that deterioration appears to be accelerating. This has led to budget overages, safety concerns, and a deteriorating partnership with the operator due to these issues as well as concerns related to compliance with current regulatory standards.

As with any aging facility, it is not possible to plan for or predict what specific elements of the Sportspark facility infrastructure will break and when these elements will fail. That causes great uncertainty when budgeting for facility repairs and maintenance year over year, which is the responsibility of PC, and has led to the Departmental budget overage for each of the past few years as illustrated previously in this document. Additionally, it makes it difficult on the patrons of the facility when there is uncertainty as to whether there be an infrastructure failure necessitating facility shutdown for repair.

### **Safety Issues**

#### ***Acute Infrastructure Failures***

Additionally, this pattern of on-going random, unanticipated infrastructure failures has led to contractual friction as described previously and significant safety concerns both with respect to actual acute and chronic failures, described further below. Just in the past few years, there have been several incidents of acute facility failure:

- where metal roofing has come loose from buildings at the facility and been blown off onto the fields (Multiple occasions – 2012, 2015 and as recently as September 2016);
- where safety netting support poles have snapped and fallen directly on the volleyball courts tearing safety netting along with it (September 2016), and