



**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.

PRCID: 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 12/14/2024  
VERSION I  
29 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: CT Department Code: PO Contract Number (i.e., 15-123): 2400000042
Commencement Date: 01/01/25 Termination Date: 12/31/29 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$ 433,000.00

\*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: Procurement Officer: Mark Koskiniemi Division Manager: Ana Wilber

Department: Procurement Director: Terri Spencer Telephone: 5207243760

Department Director Signature: VICTOR M. PEREIRA Date:

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. Employer's 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 DEPARTMENT OF PARKS AND RECREATION**

**PROJECT: Operating Agreement for Mike Jacob Sportspark**

**OPERATOR: MJS SFM, LLC**  
17755 US. Hwy 19 N., #300  
Clearwater, FL 33764

**REVENUE CONTRACT NO.: CT2400000042**

**OPERATING AGREEMENT FOR THE OPERATION AND ADMINISTRATION OF MIKE JACOB SPORTSPARK**

This Operating Agreement for the Operation of the Mike Jacob Sportspark ("**Agreement**") is made and entered into by and between Pima County, a political subdivision of the State of Arizona ("**County**"), and MJS SFM, LLC, a Florida limited liability company ("**Operator**"), to commence Operator-related activities on April 1, 2025 (the "Start Date"), and effective as of January 1, 2025, (the "Effective Date").

**1. Background and Purpose.**

1.1. County is the owner of infrastructure, buildings, parking, lighting, sports playing surfaces, sports equipment, and all other hard assets associated with the athletic complex as the same exist now or may exist in the future including improvements related thereto specifically located at 6901 N. Casa Grande Highway, Marana, AZ 85743, as the same exist now or may exist in the future, known as the "Mike Jacob Sportspark" or any other name that may be identified in the future ("**Facility**").

1.2. Operator is a Florida limited liability company under the laws of the State of Florida.

1.3. County is authorized by A.R.S. § 11-933 to enter into agreements for the operation of county public parks, as defined in A.R.S. § 11-931.

2. **Term.** The Term of this Agreement will commence on January 1, 2025 and will continue for five (5) years (the "**Initial Term**"), subject to earlier termination as provided in Section 20 of this Agreement. There will be available three (3) five-year renewal options ("**Extension Term**") that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Operator with a revised CT document. Operator must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Operator does not notify County of any objections within that timeframe, the revision(s) will be binding on the parties. The Initial Term and any Extension Term are referred to herein as the "Term."

3. **Revenue to County.** Operator will pay to County annually one half (50%) of any positive earnings before interest taxes depreciation and amortization ("**EBITDA**") collected at the Facility, to be paid no later than January 31 immediately following the conclusion of the Accounting Period/Operating Year (as defined at Section 7.8.1).

4. **Operator's Management Fee.** County agrees that Operator may pay itself a \$12,000.00 monthly management fee from the Operating Expense Account (defined at Section 6) on the first day of each month beginning with January 1, 2025.

4.1. **Fee Escalation.** Beginning two years after the Commencement Date of the Agreement

the monthly management fee shall be increased by an amount equal to three percent (3%) of the immediately preceding fee rate, which will be only further adjusted on an annual basis at a rate agreed-to by the parties.

**4.2. Operator's Deferred Management Incentive Fee.** Once the amount of any budgeted and contributed funds have been repaid to the County, Operator may pay itself an annual incentive fee ("Incentive Fee") of fifty percent (50%) of any positive earnings before interest taxes depreciation and amortization ("EBITDA") collected at the Facility, to be paid no later than February 28 immediately following the conclusion of the Accounting Period/Operating Year (as defined at Section 7.8.1).

- 5. Authorization to Operate Facility.** Pursuant to A.R.S. § 11-932, and in consideration of the mutual promises and covenants set forth in this Agreement, County grants Operator the exclusive right to operate the Facility as a public park known as the Mike Jacob Sportspark. Operator agrees that it will for the benefit and recreation of County's inhabitants, tourists, and visitors—operate, manage, repair and maintain, promote, improve, and develop the Facility under and subject to the terms of this Agreement.
- 6. Bank Accounts.** The Operator shall create at a banking institution or institutions, in the Facility's name, and with the federal tax identification number of Operator, any accounts necessary to carry out its obligations under this Agreement. These may include an operating expense account (the "Operating Expense Account") and a payroll account in the Operator's or its affiliates' name, (the "Payroll Account"). Reference is hereby made to Section 7 of Supplier Contract (SC2400002315) for the terms and conditions of the initial funding of the Operating Expense Account. Operator shall pay all items of expense for the operation, maintenance, supervision and management of the Facility from the funds in the Operating Expense Account, which Operator may access periodically for this purpose. The Operating Expense Account shall be funded with amounts generated by operation of the Facility and amounts budgeted and contributed by the County as the County may choose to do from time-to-time. In the event of termination of this Agreement at any time, Operator shall pay to the County the remaining balance of the Operating Expense Account and unencumbered funds of the Payroll Account with monies applied in the following priority order until the funds are exhausted: repayment of any monies owing under Section 7 of Supplier Contract (SC2400002315), outstanding operating expenses, and any Base Management Fees and Incentives fees earned by Operator through the date of termination.
- 7. Operator's Performance Standards.** Operator must comply with the following performance standards during the Term of this Agreement:
  - 7.1. Personnel.** Operator will employ suitably qualified personnel and ensure they are properly trained.
    - 7.1.1.** With respect to the selection of a General Manager employed by the Operator to manage operations under this Agreement, a County representative shall be included in the selection process and final discussions with the top two candidates to provide comment.
  - 7.2. Furnishings, and Equipment.** Operator will maintain all furnishings, displays, and equipment necessary to establish, develop, promote, operate, maintain, and conduct the activities at the Facility.
  - 7.3. Hours of Operation.** Operator recognizes the public-service nature of this Agreement and agrees to operate the Facility and keep the Facility open to provide public recreation and full service each day. Hours of operation, holiday closings, or special closings will be subject to County approval based on reasonable public demand and business activity. Operator must ensure that the Facility is adequately staffed when open to the public.

- 7.4. **Admissions and Fees.** The Facility will be open for the use of the public without discrimination as to race, sex (including sexual orientation and gender identity and expression), age, national origin, religion, political affiliation, or physical disability.
- 7.4.1. Any admission fees that Operator charges to the general public will be in an amount that is reasonable and used to support the operations of Mike Jacob SportsPark. Operator may adjust fees for admission within the guidelines provided in Exhibit A: Specifications and Scope of Work to Contract – Mike Jacob SportsPark Operator (12 pages).
- 7.5. **Concessions.** Operator may operate concessions for the sale of beverages, snacks, food, publications, souvenirs, and similar items. Any contracts or concession agreements must be approved in writing by County, which approval may be withheld by County for any reason.
- 7.5.1. If food is sold to or consumed by members of the public, Operator must obtain all applicable food permits, and Operator and its contractors and concessionaires must comply with all Pima County health regulations.
- 7.5.2. Alcoholic beverages may be sold and consumed at the Facility at the Operator's sole discretion, if Operator obtains the necessary liquor license as required by the State of Arizona. If selling alcohol, Operator must obtain liquor liability insurance in the amount of \$5,000,000 naming County as additional insured.
- 7.6. **Special Events.** Special events shall be carried out as described in Exhibit A: Specifications and Scope of Work to Contract – Mike Jacob SportsPark Operator (12 pages).
- 7.7. **Cooperation with County in Economic Development.** Operator will fully cooperate with County with respect to economic development activities related to tourism, including, but not limited to, coordination of tourism promotion with the regional tourism agency, currently Metropolitan Tucson Convention and Visitors Bureau, dba Visit Tucson.
- 7.8. **Accounting Records; Audits; Annual Unaudited Financial Reports, Budget.**
- 7.8.1. *Accounting Period and Operating Year.* Each twelve (12) month period during the Term, commencing on January 1 and ending on December 31, provided that the first Operating Year shall be a shortened year commencing on the Commencement Date and ending on December 31 and the last Operating Year shall be a shortened year, ending upon the expiration of this Agreement.
- 7.8.2. *Accounting Records.* In connection with the operation of the Facility, Operator will keep and maintain accounting records consistent with generally accepted accounting principles (GAAP). Such records shall be open for inspection and audit by duly authorized representatives of County at all reasonable times.
- 7.8.3. *Annual Unaudited Financial Reports.* In addition to any required audited statements, Operator must give the County Administrator or designee a year-end balance sheet and a year-end statement of income and expenses prepared in accordance with generally accepted accounting principles. The financial statements must be delivered by January 31 each year and must show all revenues from operation of the Facility and all expenses incurred in connection with the operation of the Facility for the previous fiscal year.
- 7.8.4. *Audited Financial Statements.* Every two years Operator, as a facility operating



expense and paid from the Revenues generated by the facility, will engage a qualified independent accounting firm to perform an audit of Operator's financial statements covering the two most recent fiscal years (January 1 to December 31) of operations. Unless otherwise agreed to by the Parties, Operator will provide the County Administrator or designee with the financial statements and the auditor's opinion within 30 days after Operator's Annual General Meeting, but no later than February 28<sup>th</sup> immediately following the conclusion of the most recent fiscal year covered by the audit.

- 7.8.5. *Additional Audits.* At any time upon written notice to Operator, County may perform a program-specific or financial audit ("For-Cause Audit") within 120 days of request. County's written notice will specify the period to be covered by the audit, the type of audit required, and the time for completion and submission of the audit. All audits provided under this section will be performed by a qualified independent accounting firm. Such audits must include any response Operator wishes to make concerning any audit findings. A For-Cause Audit is one based upon a reasonably specific concern, complaint, or allegation discovered by, or made to, County.
- 7.8.6. *Budget.* The Operator will provide to County an annual fiscal year (January 1-December 31) budget by November 1 of each year. This will include the forecast for proposed revenue and expenses, and should include a marketing plan and any proposed capital projects.
- 7.8.7. *Regular reporting.* Consistent with expectations set in Exhibit A: Specifications and Scope of Work to Contract – Mike Jacob Sportspark Operator (12 pages), and at no less than quarterly intervals, the Operator will report revenue, expenditures, participation types (leagues, tournaments, events, etc.) and numbers, and marketing efforts.
- 7.9. **Compliance with Laws.** Operator may not use the Facility, or permit anything to be done in, on, or about the Facility, that in any way conflicts with any federal, state, or local law, statute, ordinance or governmental rule or regulation.
- 7.10. **Volunteers.** All volunteers working at the Facility under the direction of Operator will execute a release of liability in a form reasonably acceptable to County prior to doing any work at the Facility. Operator will deliver a sample of the release to County in the same manner as the giving of other notices under this Agreement.
- 7.11. **Utilities.** All utilities for the operation of the Facility shall be paid for by Operator from the Operating expense Account. Utilities shall include water, sewer, natural gas, and electric.
- 7.11.1. *Service Interruptions.* County has no liability to Operator if any utilities or services, whether or not furnished by County, are interrupted or terminated because of any cause beyond County's reasonable control.
- 7.12. **Signs.** Operator may affix and maintain upon the Premises such signs relating to the services provide on the Premises as the Operator deems appropriate; provided, however, if such signs are visible outside of the Premises, such signs must first receive the written approval of the County Administrator or designee as to the type, size, color, location, copy nature, and display qualities. All signs shall at all times comply with the Pima County Sign Standards and shall be installed and maintained at Operator's sole cost. Operator shall pay all costs for construction, erection, installation, maintenance, and repair of any sign either currently in existence or to be erected or installed or otherwise placed on the Premises. Operator, shall through coordination with the County Administrator or designee, identify the Premises as belonging to Pima County. Operator shall acknowledge the

contribution of County in providing the Premises to the Operator in Operator's annual reports and appropriate publications. A special Pima County Attractions logo shall be affixed and visibly displayed on and to the property's entrance sign, collateral material and publications, billboards, etc.

#### 7.13. **Repairs and Maintenance.**

7.13.1. **Duty to Maintain.** Except as specifically set forth in Exhibit A: Specifications and Scope of Work to Contract – Mike Jacob Sportspark Operator (12 pages), Operator will, from the Operating Expense Account, keep the interior and exterior of the buildings and improvements located at the Facility in good condition and repair. Operator will, upon expiration or sooner termination of this Agreement, surrender the Facility to County in good condition.

7.13.2. **Damage by County.** If the Facility is damaged as a result of negligent or intentionally wrongful conduct of County, its agents, employees, or contractors, County will repair the damage at its own expense.

7.13.3. **County Right to Cure.** If Operator fails to reasonably perform its maintenance and repair obligations and County gives Operator written notice of its failure and Operator fails to cure within twenty (20) days' of said notice Operator will be in default under this Agreement, and County may, but will not be obligated to, perform Operator's obligations. Operator will, within 30 days of receiving an invoice from County, reimburse County from the Operating Expense Account for the cost of the work. Any such default by Operator will not be considered cured until Operator has paid the County from the Operating Expense Account.

7.13.4. **Liens.** Operator will keep the Facility free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Operator.

7.13.5. **As-Is Condition.** Operator accepts the management responsibilities for the Facility and all improvements thereon as described in this Agreement in "AS IS" condition with no warranties of any sort being expressed or implied by County.

7.14. **Waste Removal.** Operator will prepare and implement an integrated waste management plan to re-use, recycle, dispose of, and/or compost any waste materials generated or present at the Facility, and will submit the plan for County review at least annually. Operator may comply with the requirements of this paragraph through a contract with a qualified waste hauler for the provision of commercial refuse service to the Facility.

#### 7.15. **Resource Protection.**

7.15.1. Operator will not conduct, or permit any other person to conduct, on the Facility, mining, quarrying, sand-hauling, fill hauling, or timbering of any kind.

7.15.2. Operator will not permit the hunting or trapping of wild birds or animals on the Facility, nor the destruction or removal of plants, shrubs, trees, or grasses, except with prior written approval of County.

7.15.3. Operator will not discharge waste, byproducts, or materials that might result in harm to wildlife or to human water supplies onto the Facility or into water channels.

7.15.4. Operator will take all reasonable measures to protect the scenic aesthetic values of the area and prevent soil erosion and gullyng that might be caused by construction or improper use of resources.

- 7.15.5. Operator will secure the Facility and take all necessary steps and precautions to prevent vandalism and other damage to all buildings, exhibits, and other personal property stored at the Facility.
- 7.15.6. Operator will take all reasonable measures to discourage disorderly conduct at the Facility, and will call appropriate law enforcement officers when necessary and assist and cooperate in subsequent prosecutions.
- 7.15.7. Operator will take all appropriate actions to prevent fire damage to the Facility and any improvements, collections, and natural resources at the Facility, including but not limited to complying with approved building and electrical wiring codes and with area closures and use restrictions imposed by any governing jurisdiction.
- 7.15.8. In addition to the requirements of Section 9 below, Operator will comply with all present and future laws and regulations regulating the environment, hazardous or toxic waste, ambient air, groundwater, surface water, and land use.
- 7.16. **Third Party Contract.** Operator may not contract with a third party to conduct the Permitted Activities without County's prior written consent, which will be at County's sole discretion. County's consent to a third party contract will not relieve Operator of any of its obligations, responsibilities, or liabilities under this Agreement.
- 7.17. **Expenses of Operator.** Operator will conduct all of operations at the Facility from the Operating Expense Account and without any other financial or in-kind contributions from County except for what County may approve in the Offer Agreement or any amendments to the Offer Agreement. Operator will not otherwise suggest, state, or imply that County will participate, guarantee, or assist in any financial or other obligation undertaken by Operator with respect to its operations at the Facility.

**8. Cultural Resources and Historic Preservation.** Operator shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, human remains, or objects of antiquity. In the event such items are discovered on the Property, Operator shall immediately notify County and protect the site and the material from further disturbance until the County gives clearance to proceed.

**9. Alterations and Improvements to Facility.** Operator may, with the written consent of the County, which consent may not be unreasonably withheld, conditioned or delayed, make physical improvements, alterations, additions, or changes to the Facility (collectively, "**Alterations**"), as provided below. Operator may, however, make nonstructural Alterations from the Operating Expense Account costing less than \$150,000 (the "**Maximum Expenditure Amount**"), without obtaining County's consent.

**10. No Liability for Approval of Alterations.** The County's review of the Alteration Plans will be solely for review purposes and will not imply that that County has reviewed the Alteration Plans for quality, design integrity, legal compliance, or other substantive matters. Operator will be responsible for any omissions or errors in the Alteration Plans.

**10.1 Construction of Alterations.** The Contracting Party will cause an approved Alteration to be constructed in a good and workmanlike manner, to be completed promptly, and to use new materials.

10.1.1 *Compliance with Law.* All Alterations, whether permanent or temporary, must comply with all applicable federal, state, and local statutes, codes, ordinances, rules, and regulations. The Contracting Party will obtain all necessary permits from regulatory agencies, including, but not limited to the Pima County Development Services Department, the Pima County Flood Control District, and the State Fire Marshal.

10.1.2 *Contractor Indemnification.* Every construction contract must include the contractor's agreement to indemnify and defend both Parties from and against any and all liability, damages, and expenses of any kind or nature suffered or incurred by the Party as a result, in whole or in part, of any negligent or willfully wrongful acts or omissions of the contractor.

10.1.3 *Contractor Insurance.* Every construction contract must require said contractors to obtain insurance coverage of a type and amount acceptable to the Parties and to name both Parties as additional insureds with respect to liability arising out of the performance of said contracts. Within thirty (30) days after completion of any buildings or improvements, the Contracting Party Operator must deliver to County a complete and reproducible set of as-built plans.

10.1.4 *Interference with Project.* Operator will not unreasonably interfere with the County's construction of an approved Alteration, and the County will not, in the course of construction, unreasonably interfere with Operator's operation of the Facility.

10.2 **Liens.** Operator must timely pay all Operator's contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Facility, and will indemnify and defend County against all legal costs and charges resulting from any liens filed against the Facility by any person or entity providing materials or services to the Facility.

10.3 **Property of County.** Once installed, Alterations are part of the Facility, owned by County and maintained and repaired by Operator as provided in this Operating Agreement.

## 11. Environmental.

11.1 **Hazardous Material.** For the purposes of this section, "Hazardous Material" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Arizona, or the United States Government and includes, without limitation, any material or substance that is (i) defined as a "hazardous waste" under NRS 459.400 *et seq.*, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1321), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.* (42 U.S.C. 6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.* (42 U.S.C. 9601) or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. 6991 *et seq.*

11.2 **Hazardous Materials Prohibited; Clean Air Act.** Operator may not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Facility by Operator or Operator's agents, employees, contractors, or invitees without the prior written consent of County, other than such Hazardous Materials that are necessary or useful to Operator's business and will be used, kept, and stored in a manner that complies with all laws regulating those Hazardous Materials. Operator will comply with applicable provisions of the Clean Air Act, 42 U.S.C. 7401 *et seq.* and Arizona Revised Statutes, Title 49, Chapter 3.

**11.3 Environmental Indemnity.** In the event an Environmental Act occurs as a result of the intentional act or gross negligence of Operator, Operator will indemnify, protect, defend, and hold County harmless from any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities, or losses (including, without limitation, diminution in value of the Facility or any part thereof, damages for the loss or restriction on use of usable space or of any amenity of the Facility or any part thereof, damages arising from any adverse impact on marketing of space with respect to the Facility or any part thereof, and sums paid in settlement of claims, attorney's fees, consultant fees, and expert fees) that arose or arises during or after the term of this Lease as a result of such contamination. This obligation of Operator to indemnify, protect, defend, and hold County harmless includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration, or other response work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material presence, as a result of any action or inaction on the part of Operator or Operator's agents, employees, contractors, or invitees, on the Facility or the soil or groundwater on, under or adjacent to the Facility, or elsewhere in connection with the transportation by Operator of Hazardous Material to or from the Facility.

**11.4 Environmental Act.** For purposes of this Section 11, "Environmental Act" means an occasion in which:

11.4.1 Operator breaches the obligations stated in Section 11.2;

11.4.1.1. the presence (whether consented to by County or otherwise) of Hazardous Material which results in contamination of the Facility or such soil or groundwater, whether on the Facility, or on or in the soil or groundwater under or adjacent to the Facility, caused or permitted by Operator or Operator's agents, employees, contractors, or invitees;

11.4.1.2. contamination of the Facility or such soil or groundwater by Hazardous Material otherwise occurs for which Operator is legally liable to County for damage resulting therefrom; or

11.4.1.3. if contamination occurs elsewhere in connection with the transportation by Operator of Hazardous Material to or from the Facility.

**11.5 Survival.** Operator's and County's obligations under this Section 11 will survive the expiration or earlier termination of this Agreement and vacation of the Facility.

**12. Entry by County.** County may enter the Facility at reasonable times to inspect the Facility and Operator's operations on the Facility.

**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.
- 13.7.3 *Subrogation*. The General Liability, Business Automobile Liability and Workers' Compensation Policies must each be endorsed to contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Operator.

13.7.4 **Primary Insurance.** Operator's policies must stipulate that they are primary and that any insurance carried by Pima County, its district, its agents, officials, or employees is excess and not contributory insurance. All insurance deductibles and retentions are the responsibility of the Operator and not Pima County. Coverage provided by Operator may not be limited to the liability assumed under the indemnification provisions of this Agreement.

13.8 **No Limitation on Indemnity.** These insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. County in no way warrants that the minimum required limits are sufficient to protect Operator from liabilities that might arise out of activities at the Facility by Operator, its agents, representatives, employees or subcontractors, and Operator is free to purchase additional insurance.

13.9 **Notice of Cancellation.** Each required insurance policy must provide that it may not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice to Pima County.

13.10 **Acceptability of Insurers.** Insurance must be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. County in no way warrants that the above-required minimum insurer rating is sufficient to protect Operator from potential insurer insolvency.

13.11 **Verification of Coverage.** Operator will furnish County with certificates of insurance (ACORD form or equivalent approved by County) showing it has the required insurance policies. Each certificate must be signed by a person authorized by that insurer to bind coverage on its behalf. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of this Agreement. County reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

13.12 **Modification of Insurance Requirements.** If at any time, in the sole opinion of the Director of the County Finance & Risk Management Department (the "**Finance Director**"), the below insurance requirements no longer provide sufficient protection for County, the Finance Director may modify the requirements, with at least 30 days prior notice to Operator.

13.13 **Sub-Contractors.** Operator must include all subcontractors as additional insureds under its policies, or must require the subcontractors to carry insurance satisfying all the requirements of this Section 11, including the obligation to provide certificates and endorsements.

14 **Indemnification.** To the fullest extent permitted by law, Operator will defend, indemnify and hold harmless County, its district, its officers, employees, and agents from and against all claims, liabilities, losses, damages, costs, and expenses, including but not limited to reasonable attorney's fees and litigation expenses arising out of or relating (directly or indirectly) to (i) Contractor's negligence at events occurring at the Facility during the term or any condition created in or about the Facility during the Term; (ii) any breach of any provision of this Agreement by Operator or any of Operator's subcontractors, employees, agents, or licensees. Operator is not obligated to indemnify County for the consequences of any negligent or intentionally wrongful act or omission of County, its agents, employees, or contractors.

- 15 **Operator not Agent of County.** Operator will exercise day-to-day control of activities on the Facility, and County will not control those activities. Operator's officers, employees, and agents are not employees of or otherwise under the control of County, nor are they entitled to receive any employment related compensation or fringe benefits under the Pima County Merit System.

Operator and County shall not be construed as joint venturers or general partners of each other, and neither shall have the power to bind or obligate the other party except as set forth in this Agreement. Operator understands and agrees that the relationship to County is that of independent contractor, and that it will not represent to anyone that its relationship to County is other than that of independent contractor. Nothing herein shall deprive or otherwise affect the right of either party to own, invest in, manage or operate property, or to conduct business activities, which are competitive with the business of the Facility.

- 16 **Notices.** Any notice required or permitted to be given under this Agreement must be in writing and must be mailed by first class, registered, certified or overnight mail, return receipt requested, postage prepaid, or transmitted by electronic mail, or hand delivered, to the parties at the addresses set forth below, or to such other address as any Party from time to time designates by written notice to the other Party.

If to County:

Director of Pima County Natural Resources, Parks and Recreation  
3500 W River Road  
Tucson, AZ 85741

If to Operator:

MJS SFM, LLC  
Attention: Jason Clement, Manager  
17755 US Hwy 19 N. #300  
Clearwater, FL 33764

If mailed, all such notices, demands, requests, or other communications will be deemed received seventy-two hours after deposit in the U.S. mail. Notice served personally or by electronic mail or facsimile will be deemed received upon actual delivery. Notices will be deemed to be received even if the party rejects or refuses to accept the notice, or delivery fails because the party changed its address without appropriate notice to the other party.

17. **Conflict of Interest.** This Agreement is subject to cancellation under A.R.S. § 38-511 for conflicts of interest.
18. **Non-Discrimination.** During the performance of this Agreement, Operator will not discriminate against any employee, client, or any other individual in any way because of that person's age, race, color, religion, sex, disability or national origin. Operator shall comply with the provisions of Arizona Executive Order 75-5, as amended by Executive Order 99-4 and 2009-09 issued by the Governor of the State of Arizona.
19. **Choice of Law.** The laws of the State of Arizona govern this Agreement and will apply to any action relating to this Agreement. Any court action must be brought in a court in Pima County, Arizona.



## 20. Default/Termination.

20.1. **Termination; Cure.** If either party does not perform in accordance with any of the conditions of this agreement, or if either party is in default of any provision of this Agreement, the non-defaulting party will give the defaulting party written notice specifying the nature of the default. The non-defaulting party may terminate this Agreement if defaulting party fails to remedy the default within thirty (30) calendar days of the non-defaulting party's notice of default; provided, however, that if the nature of the default is such that more than thirty (30) calendar days are reasonably required for its cure, then defaulting party will not be in default if the non-defaulting party commences such cure with said thirty (30) calendar days and thereafter diligently prosecutes such cure to completion, provided such cure is completed within one hundred twenty (120) calendar days of the notice by the non-defaulting party.

20.2. **Immediate Termination without Notice.** Notwithstanding the provisions of Section 20.1 above, County may terminate this Agreement immediately for any of the following:

20.2.1. failure of Operator to carry the required insurance;

20.2.2. violation of any law by Operator or any unlawful activities carried out by Operator on the Facility;

20.2.3. any action or omission by Operator that causes an immediate threat to the health or safety of the general public or the users of the facility or constitutes a nuisance;

20.3. **Termination for Convenience.** The County may terminate for this Agreement without cause and for its sole convenience upon written notice to Operator of its intention to do so. Upon termination by County for any reason other than for "cause" due to Operator's breach of any material provision herein, without cure by Operator following written notice from County detailing such breach of this Agreement, and provided there are at least six months remaining in the Term, County shall pay to Operator a termination fee (the "Early Termination Fee") on the Termination Date that is equal to (a) the greater of: (i) the trailing six (6) months' fees due to Operator hereunder or (ii) six (6) times the average monthly payment due to Manager during the Term. If there are fewer than six months remaining in the Term, County shall pay per the formula above using the remaining number of months as the multiplier. In the event that County terminates this Agreement, County shall have the right to request that Operator vacate the property and cease all management activities related to the Facility, in which case County shall pay Manager the Termination Fee as set forth above.

20.4. **Remedies.** Either party may pursue any remedies provided by law and in equity for the breach of this Agreement. No right or remedy conferred or reserved 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 in equity or conferred or reserved in this Agreement, including, without limitation, the right to damages arising out of the breach or default of this Agreement.

21. **Disposition of Personal Property.** Operator will maintain a current inventory of all items of personal property owned by Operator and placed or kept on the Facility by Operator. Any items of personal property left on the Facility upon expiration or earlier termination of this Agreement, including all personal property, gift shop inventory and displays—except those there on loan—will become the property of County and will be surrendered to County free and clear of all liens and encumbrances of every kind, unless waived by County. County may sell or otherwise disposed of those items without liability to Operator.

22. **Non-Waiver.** The failure of either party to insist in any one or more instances upon the full and

complete performance of any of the terms and provisions of this Agreement to be performed by the other party or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing to it at any time shall not be construed as an accord and satisfaction.

23. **Assignment/Concessions.** Operator may not either voluntarily or by operation of law, assign or transfer its rights or obligations under this Agreement to any other person. Operator may, in the normal course of business, enter into concession agreements for the operation of specific aspects of Mike Jacob Sportspark, such as food concessions, and may hire contractors to perform work such as turf maintenance and landscaping. But Operator may not delegate its overall responsibility for all operations of Mike Jacob Sportspark without County's prior written consent, which may be withheld at the reasonable discretion of County, and no delegation of duties or hiring of contractors will in any way relieve Operator of its responsibilities and obligations under this Agreement. At County's request, Operator will provide County with copies of any contracts and concession agreements it has entered into with respect to the Facility.

24. **Americans With Disabilities Act.** Operator 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, in its operation of the Facility.

25. **Exhibits.** The following exhibits to this Agreement are fully incorporated herein as if set forth at length:

**Exhibit A: Specifications and Scope of Work to Contract – Mike Jacob Sportspark Operator (12 pages)**

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. **Entire Agreement.**

This Agreement constitutes the entire agreement between County and Operator with respect to the Facility, and no modification of this Agreement is binding unless in writing and signed by both parties.

Without limiting the generality of the foregoing, this Agreement is deemed to be interdependent with an Offer Agreement (the "Offer") of even date between the Parties. Either a Default under either Agreement or a Termination under either Agreement, shall constitute a Default, or a Termination, respectively, under both such Agreements.

28. **Effective Date.**

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year written below.

**COUNTY:**

**Pima County**, a political subdivision of the State of Arizona

**OPERATOR:**

**MJS SFM, LLC**, a Florida limited liability company.

\_\_\_\_\_  
Adelita Grijalva  
Chair, Board of Supervisors

Date \_\_\_\_\_

  
\_\_\_\_\_  
Jason Clement  
Manager

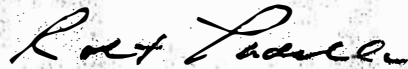
Date 10/31/24

**ATTEST:**

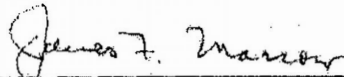
\_\_\_\_\_  
Melissa Manriquez, Clerk of the Board

Date \_\_\_\_\_

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Deputy Director, Parks and Recreation  
for Victor Perelra  
Director, Parks and Recreation

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Deputy County Attorney

## **Exhibit A: Specifications and Scope of Work to Contract, Mike Jacob Sportspark Operator (12 pages)**

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### **Introduction**

Pima County (County) is seeking proposals from qualified and experienced firms or individuals to establish a unitary operator (Operator) contract at Mike Jacob Sportspark (Sportspark) for the year-round operation of all sports leagues, sports tournaments, concessions, bicycle motocross (BMX), onsite special events, and maintenance of the premises listed herein. Additionally, the County has interest in agreed upon reinvestment opportunities. The Operator will be directly responsible for the year-round execution and management of each of the identified service areas 1-5 Sportspark:

Service Area 1: Sports Leagues and Tournaments

Service Area 2: Concessions/Pubs

Service Area 3: BMX

Service Area 4: Special Events

Service Area 5: Maintenance

The Operator selected to enter into the Contract with the County will be expected to manage the service areas listed in this RFP and all of its operations consistent with modern management trends with sports leagues, sports tournaments, concessions, BMX, and special events. It is up to each Proposer to fully describe their approach to the specific service areas outlined in this RFP.

It is anticipated the Contract period will start on or about September 1 after approval by the Pima County Board of Supervisors.

### **Background**

Mike Jacob Sportspark is a 50-acre multi-sport complex located northwest of Tucson Arizona at 6901 N. Casa Grande Highway. Originally developed by a private, for-profit corporation in 1985 on property leased by Pima County, the property reverted to county control in 2007 and developed into a sports park.

The park is comprised of 6 lighted adult softball fields with outfield fences at 300 feet, lights at 325 feet, and base pins at 60 feet and 70 feet. These fields can be adapted to youth softball or baseball as sleeves for temporary fencing at 200 feet are currently in-ground. There are 4 lighted sand/beach volleyball courts, one multiuse rectangular field (unlit), two concession pubs, playground area, and an entry building with an ADA compliant ticket window and office space.

An extensive renovation was completed in 2018 and included a complete irrigation system replacement, new automatic infield dust control system, new dugouts, re-built infields, new playground, new parking lot lighting, re-seal (1 ½" asphalt overlay) and stripe parking lot (323 stalls), interior renovations at pubs, and interior pathway lighting upgrades. Ball field lighting is Musco Green Generation and programmed with Musco Control Link lighting system.

The two concession buildings (Pubs) are cooled via evaporative coolers and heated via natural gas. The entry building has a central air-conditioning and heating system. Each Pub has a walk-in cooler on the first floor, with piping to beer and soda dispensers in the second floor food service areas. The South Pub has a flat top and deep fat fryer each with a self-contained fire suppression system, and the North Pub has a conveyor-belt driven pizza oven, also with a self-contained fire suppression system.

## **Exhibit A: Specifications and Scope of Work to Contract, Mike Jacob Sportspark Operator (12 pages)**

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The maintenance area is a 6,000 sq/ft fenced compound and includes a 1,250 sq/ft underroof outbuilding with electricity and water, three material bins, one mobile mini (10' x 20'), and one wooden shed (10' x 10'). There is empty land nearby for possible expansion.

All amenities listed above are within a fenced perimeter and admission to the park is controlled through the main gate allowing for entrance fee.

Northeast of the park is the BMX park that includes a dirt and asphalt racetrack with an automatic starters gate. Electrical upgrades to be completed spring 2024. This area includes a restroom and has a perimeter fence with access adjacent to a paved parking lot.

South of the paved parking lot is a 15-acre vacant dirt lot that is currently used for overflow parking and special events.

Water service at the park is provided as follows:

- Potable water is provided by Tucson Water via two, 2" meters that "T" into a single line that connects to the Pubs, volleyball court and various hose bibs. The Extreme Funs Spot BMX also connects to this line and their usage is monitored by two sub-meters.
- Reclaim water is used to irrigate the fields and is provided by Regional Wastewater Reclamation District (RWRD) and Pima County's sewerage department.

Primary electric service is provided by Tucson Electric Power Company (TEP) on a Medium General Service account. Gas service is provided by Southwest Gas Corporation, via three separate meters (one for each building).

### **Objectives**

1. Unitary Operator

The County desires to consolidate all phases of the primary functional areas of Sportspark to a unitary operator for the management, operations and oversight of sports, leagues, concessions, bicycle motocross, special events and maintenance. The Unitary Operator may include sub-operators for the different service areas, however the County objective is one main operator.

2. Serve community and visitor needs for softball, volleyball, BMX, and other recreational youth and adult sports

Provide full-time professional manager and other management/support staff necessary to operate daily, year-round programs. Ideally, 90% of available weekends will be scheduled for tournaments or events that support the County's sports tourism initiatives. Weeknight programming to focus on serving the local community.

3. Food and beverage operations

Provide food and beverage concession services consistent with traditional sporting venue menus. Obtain and keep current all licenses and permits necessary to run food and beverage services to include alcohol applicable to specific liquor license type.

4. Maintain current business systems, web and social media presence

Maintain a current website that includes opportunities to a point-of-sale system to register for leagues, reserve facilities for tournaments and events, reserve facilities for

## **Exhibit A: Specifications and Scope of Work to Contract, Mike Jacob Sportspark Operator (12 pages)**

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softball/baseball/volleyball practices and clinics. Maintain a current social media presence that may include Facebook, Instagram and/or any other social media platform appropriate to Sportspark use.

5. Protect and maintain County owned assets  
Keep all County owned assets in working order with documentation of preventative maintenance schedules, maintenance logs and an annual asset condition report.
6. Maintain environmental stewardship and maintenance standard best practices  
Implement sport field management best practices to include use of Rainbird irrigation system and maintain a log of rainfall; provide opportunities for recycling; utilize Musco control link sport field lighting system; provide field maintenance staff with annual educational opportunities such as Smart Scape; adhere to Pima County/Marana Lighting code.
7. Partner in necessary capital improvements and/or expansion  
The County desires to cost-share large, capital improvement projects and/or expansion opportunities with successful Operator. This may include (but not limited to) reinvestment in existing aging infrastructure, implementation of new technology, or expansion of programming opportunities.

### **Scope of Services**

#### **Service Area 1: Sports Leagues and Tournaments**

The Operator shall be responsible for managing and coordinating the year-round operation of all sports leagues and weekend sports tournaments for both adult and youth sports. Currently, Sportspark offers weekday, evening, and weekend adult softball, adult volleyball, youth softball, and youth baseball 6-7 days per week. Tournaments currently consist of adult softball on the weekends and occasional overnight tournaments.

The County is amenable to expanding the variety of adult and youth sports leagues and coinciding sport tournament opportunities at Sportspark provided the existing facility can safely accommodate the proposed sport along with said sport being covered by Operator's insurance that names Pima County and its Districts as additionally insured.

While it is desired that Sportspark operates 7 days per week, minimum operation includes offering softball and volleyball leagues and tournaments at least 5 days per week, games and practice, plus quarterly tournaments.

#### **Operator Responsibilities for Service Area 1:**

1. Directly manage and/or contract with vendors for softball leagues, volleyball leagues, and other sport leagues, tournaments, and field rental for practice. Directly responsible for overseeing the sanctioning and registration of players, teams, and officials where applicable.
  - a. Operator shall be on site at Sportspark all times during all sporting activities held on the premises regardless of whether directly managing or directly overseeing a contracted sports vendor.
2. Scheduling, coordination, communication, and addressing conflicts with teams and Sportspark users for all league and tournament play.

## **Exhibit A: Specifications and Scope of Work to Contract, Mike Jacob Sportspark Operator (12 pages)**

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3. Establishment of and payment to all game umpires/referees in accordance with all applicable labor laws.
4. General rules of conduct for Sportspark are to be developed and posted throughout the facility.
5. Establishment and maintaining an emergency action plan for the premises.
6. League and tournament coordinating staff are responsible for the enforcement of all Sportspark rules and regulations and will need to provide security and general customer service for Sportspark.
  - a. Depending on the size of the tournament, Operator shall verify with the Town of Marana acceptable level of security, absorbing all associated costs.
7. Provide all necessary supplies to operate each sports league including, but not limited to: game balls, game equipment, awards, T-shirts, office supplies, team awards, etc.
8. Responsible for navigating the Town of Marana application process and paying applicable permitting fee(s) for leagues, tournaments, and/or special events associated with their rules, ordinances and event requirements.
9. Advertising, marketing, website, and social media outreach for all sports leagues and tournaments.
  - a. Advertising on the Sportspark premises must be family friendly in nature and applicable to all age groups.
10. Charge a gate fee for access to Sportspark ranging from \$2.00 to \$5.00. Gate fees in excess of \$5.00 must have written County approval before being charged.
11. Sell sundry items, such as hats and T-shirts, etc. provided that all sundry items are family-friendly in nature.

### County Responsibilities for Service Area 1:

1. Reviewing and approving County required insurance for sports activities.
2. Review and approve premises emergency action plan as required.
3. Review and approve/deny any written variance requests to Operator responsibilities for Service Area 1.

### **Service Area 2: Concessions**

Sportspark has two concession pubs on the premises with existing assets capable of storing, preparing, and serving commercial food consistent in nature with sporting venues that will be covered and showcased during the pre-bid onsite meeting. The Operator is expected to either directly manage or contract with a concessions vendor who has the ability to sell food, beverages, beer, and wine. The ideal concession vendor would have the ability to acquire and supply their own beer and wine or full bar liquor license. Should this not be possible, County may work with the Operator to purchase the license.

The concession pub(s) should be consistently open and operated during all league and tournament play, but no less than 75% of all scheduled activity at Sportspark. Per Service Area 5, County shall provide maintenance as needed to identified concession assets. County shall not be responsible for any lost revenue to the operator and/or a concession vendor due to any length of time for any concession asset repairs or replacements, and/or discontinuing of specific concession asset items.

### Operator Responsibilities for Service Area 2:

1. Directly manage or contract with a concessions vendor

## **Exhibit A: Specifications and Scope of Work to Contract, Mike Jacob Sportspark Operator (12 pages)**

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- a. Operator shall be on site at Sportspark all times when the concessions are open whether directly managing or directly overseeing a contracted concessions vendor.
2. Obtain and maintain all necessary health permits and food handler certifications from the Pima County Health Department as appropriate.
3. Obtain and maintain all necessary liquor licenses, permits, etc.
  - a. Establish an alcohol site security plan in accordance with an Arizona liquor license, including the prevention of consumption of any alcoholic beverages in the parking lots.
4. Sell food, beverages, beer, and wine consistent with a sports venue.
5. Ensure that all new and existing employees have received liquor training through an Arizona Department Liquor License Control Certified Trainer and remain trained at all times while providing services per Arizona Revised Statutes Title IV liquor law training requirements.
6. All food and beverage supplies, deliveries, and materials incidental to operation.
7. Kitchen equipment maintenance and supplies
8. Must present current employee log to County fifteen business days prior to commencement of selling alcohol.

### County Responsibilities for Service Area 2:

1. Obtain liquor license (negotiable).
2. Review and approve alcohol site security plan as required.
3. At County's sole discretion, may suspend alcohol sales at any time.
4. Annually reviewing and approving County required insurance for specific services.

### **Service Area 3: BMX**

County has worked with a non-profit BMX vendor for the past 10 years to develop the northeast section of Sportspark into a BMX track along with promoting BMX youth & adult activities year-round. County is in the process of upgrading electrical power to the BMX track lights for continued nighttime use. The footprint of the BMX operation includes the existing BMX track, storage garage, former aquatics building, and onsite restrooms.

Typically, BMX racing occurs two nights per week year-round along with two major weekend BMX tournaments each year. Although it is encouraged to be more, at a minimum, this is the desired County output for the BMX operation by the Operator moving forward. The Operator shall make every effort to directly operate or contract with a sanctioned (with USA BMX for example) BMX vendor to continue to operate and manage BMX youth & adult activities on the Sportspark premises year-round.

The Operator may charge a BMX vendor a monthly rental fee or incorporate the same daily Sportspark gate fee as identified in Service Area 1.

### Operator Responsibilities for Service Area 3:

1. Directly manage or contract with a BMX vendor to operate BMX activities year-round with a minimum operation of two nights per week and two weekend tournaments per year.
  - a. Operator shall be on site at Sportspark all times during all BMX activities held on the premises regardless of whether directly managing or directly overseeing a contracted BMX vendor.
2. Manage year-round master calendar for BMX activities including parking on the premises in conjunction with all other activities at Sportspark.



## **Exhibit A: Specifications and Scope of Work to Contract, Mike Jacob Sportspark Operator (12 pages)**

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3. Manage working relationships with all BMX users in cooperation with all other Sportspark activities.
4. Weekly inspect BMX track, related equipment (i.e. bleachers, fence, lights, shade, etc.), and BMX operational area. Ensure said items are continuously maintained and properly repaired by contracted BMX vendor.
5. Ensure the contracted vendor keeps the BMX area clean, free of hazards, no trash build up, and weed control.
6. Ensure the contracted vendor provide all security services for the event, during set up, the event, and clean up. Ensure a written security plan has been developed and submit to unitary operator before any BMX activity begins.
7. Ensure music/sound, etc. complies with Town of Marana leagues, tournaments, and/or special events associated with their rules, ordinances and event requirements.
8. Maintain required Pima County insurance for BMX activities at all times.

### County Responsibilities for Service Area 3:

1. Reviewing and approving County additional insurance for BMX activities before any BMX activity begins.

### **Service Area 4: Special Events**

Sportspark is prime visibility real-estate for special events due to its proximity to Interstate-10. A number of special events have been held at Sportspark over the years including, but not limited to: RV shows, Gem & Mineral Show, spa shows, car shows, carnivals, reunions, corporate picnics, school functions/events, large social gatherings, concerts, etc.

The County encourages the Operator to host special events and shall not unreasonably deny proposed special events. The County requests that careful consideration of the Pima County Natural Resources, Parks & Recreation (NRPR) mission and safety are taken into consideration so not to adversely impact to the Sportspark property.

### Operator Responsibilities for Service Area 4:

1. Propose special events in accordance to NRPR special event deadlines.
2. Collect required insurance.
3. Manage the application process and pay applicable permitting fee(s) to Town of Marana (if applicable).
4. Manage working relationships for each special event along with all Sportspark users.
5. Ensure Sportspark property is cleaned up, and property restored to previous condition immediately after each special event.

### County Responsibilities for Service Area 4:

1. Timely response/processing of requests received from the Operator related to special events.

### **Service Area 5: Maintenance/Reinvestment**

In recent years, Pima County has put considerable reinvestment into Sportspark such as new Musco field lighting, irrigation, pathways, safety netting, fencing, concession pub equipment, parking lot, and street kiosk to name a few. It is desired that the Operator shall continue to maintain Sportspark to the same

## **Exhibit A: Specifications and Scope of Work to Contract, Mike Jacob Sportspark Operator (12 pages)**

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current maintenance and cleanliness standard along with improving the premises by reinvesting in Sportspark relative to the scope of operation.

Any fixed asset maintenance/upgrades/reinvestment would require County approval before starting along with any/all required permitting, etc. All approved fixed assets partially or fully funded by the Operator shall become part of the property and cannot be removed upon ending the contract.

Utilities will be negotiated with the successful respondent to the RFP as part of a best and final offer by the Operator at the time of awarding the contract. Careful consideration by the County will be given to splitting (if at all) the cost of any Sportspark utility based on the initial investment by the operator and perceived extent of future reinvestment by the operator over the length of the contract.

County recognizes the need to address maintenance issues as quickly as possible at Sportspark. That said, County shall not be responsible for any lost revenue to the operator and/ or operator vendors due to any length of time for any repairs or replacements, and/or discontinuing of items listed under the County's maintenance responsibilities.

### Operator Responsibilities for Service Area 5:

1. All items not provided by County will be vendor's responsibility, including but not limited to:
  - Telecommunication services – TV, internet, phones
  - Ball field maintenance equipment (including maintenance of any rolling stock that may be provided by county)
  - Ball field maintenance supplies, such as sand, mulch, fertilizer, infield mix, pesticides, bases, pitching rubbers, volleyball nets, volleyball boundary lines, safety padding for poles, temporary outfield fencing, etc.
  - Sport supplies, such as awards, sports equipment, game balls, sundry items, etc.
  - Seed, packing clay, base anchors, turf temporary anchors, and portable pitching mounds, etc.
  - Daily cleaning, sanitizing, and re-stocking of sanitation products in restrooms.
  - General daily cleaning of premises.
  - BMX track area cleanliness, maintenance, and repair.
  - Signage, such as rules signs and wayfinding signs.
  - Infield/outfield maintenance, Turf maintenance, etc.
  - Weed control within the operating envelope.
  - Locks, doors, windows, cabinets, interior furnishings, flooring, lighting, light bulbs.
  - Routine plumbing repairs and maintenance: sinks, toilets, clogs, leaks, etc.
  - Interior landscape and hardscape.
  - Parking lot landscaping and daily clean-up.
  - Irrigation system maintenance, including head and emitter replacements and controller maintenance.
  - Trash disposal for all identified service areas, including bulk and brushy pick-up and recycling and applicable dumpster service.
  - Waste grease disposal dumpster and haul away service.

## **Exhibit A: Specifications and Scope of Work to Contract, Mike Jacob Sportspark Operator (12 pages)**

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- Maintenance and inspections of recreation facility equipment and safety equipment, such as bleachers, soccer goals, playground equipment and surface, fire extinguishers, fire alarms, burglar alarms, eye wash station, etc.
- Maintenance and preventative maintenance on all Sportpark equipment and service vehicles (whether owned by the County or operator).
- Monthly safety netting inspections
- Daily playground safety checks
- Interior and exterior rodent and pest control
- All operating permits required by local and state authorities, such as health permits, business licenses, liquor license, special events licenses, etc.
- Addressing all Operator owned equipment identified in Health Department Inspections for the concession pubs.
- Scoreboard installation (if desired), operation, repair, and maintenance

### County Responsibilities for Service Area 5:

1. Illuminated street sign
2. Roofing maintenance and repairs
  - a. Ramps, decking, handrails surrounding concession pubs.
3. HVAC, furnace, evaporative cooler maintenance, repairs and/or replacement
4. SW Gas, electric in ground or in poles or panels, infield watering panel
5. Repair and/or replacement of eyewash stations and fire extinguishers
6. Walk-in cooler and power-pack maintenance
  - a. Identified concession assets maintenance and repair (will be attached as an exhibit)
7. Addressing all County owned equipment and building infrastructure issues identified in Health Department Inspections for the concession pubs.
8. Safety netting repairs and maintenance
9. Reclaim water pump works repair and maintenance.
  - a. Irrigation system troubleshooting and training upon request.
10. Routine playground maintenance and inspections for existing playground
  - a. Playground long-term maintenance and replacement
11. Parking lot seal coat and striping
12. Interior pathway seal coat and striping (if applicable)
13. Underground waste line plumbing
14. Ball field lighting, poles, and switch gear maintenance, repair and/or replacement
15. Field and interior chain link fencing
16. Review and approve/deny all fixed asset repair or reinvestment proposals by Operator.
17. Determine (if any) movable or fixed assets that will be partially or fully funded by the County
  - a. Typically funding for such projects is split 50/50, however, County may elect to increase and/or decrease a split amount based on mission and community needs
  - b. Any public dollars used to purchase any portion of a movable or fixed asset shall be solely retained by the County at the end of the contract.

### Financial expectations

As outlined in Objective 7, the County desires to cost-share large, capital improvement projects and/or expansion opportunities with successful Contractor. This may include (but not limited to) reinvestment in

## **Exhibit A: Specifications and Scope of Work to Contract, Mike Jacob Sportspark Operator (12 pages)**

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existing aging infrastructure, implementation of new technology, or expansion of programming opportunities. Proposers must include strategies they intend to implement to accomplish this goal. Examples may include (but not limited to to):

- Percentage of gate fee
- Percentage of annual net profit
- Percentage of utility expenses
- Rent

### **Reporting expectations**

The County will require successful Contractor to provide regular reports as follows:

- Annual budget/proforma that aligns with County fiscal year July to June
- Annual reinvestment priority list inclusive of budget/proforma document
- Annual asset condition report
- Bi-annual financial report. Mid-year and end of year.
- Monthly participation report due by 10<sup>th</sup> of following month
- Monthly safety check report due by 10<sup>th</sup> of following month

### **Attachments**

Attachment A County-owned field maintenance equipment list

Attachment B County-owned Pub equipment list

Attachment C Park Map

**Exhibit A: Specifications and Scope of Work to Contract, Mike Jacob Sportspark Operator (12 pages)**

Attachment A County-owned field maintenance equipment list

<b>SPORTS PARK Equipment</b>					
<b>Asset #</b>	<b>Equip ID</b>	<b>Current Hours</b>	<b>Due</b>	<b>Make/Model</b>	<b>Condition</b>
116070	TTK-59	4,200	4,275	John Deere 2020 PROGATOR	Fair
116073	TTK-58	5,552	5,651	John Deere 2020 PROGATOR	Fair
116289	SP-TR1	3,769	3,761	John Deere 3720 TRACTOR	Fair
108570	JDRM-08	1,200	1,256	John Deere 1600 Mower	Fair
132516	IR2-SP	1,164	1,276	John Deere 1200A Infield Rake	Fair
116072	SP-IR1	3,275	3,310	John Deere 1200A Infield Rake	Fair
116303	SP-WW1	272	334	Wiley 500 Gal Water Wagon	Fair
116232	SP-V1	37	100	Vacuum	Poor
133182	TRM-32	829	950	Toro 3280 72" Mower	Good

**Exhibit A: Specifications and Scope of Work to Contract, Mike Jacob Sportspark Operator (12 pages)**

Attachment B County-owned Pub equipment list

NORTH Pub	SOUTH Pub
ice machine - good with condensor - good	ice machine - good with condensor - good
beer tower - fair	5, server beer tower - fair
beer & soda lines - fair	flat top grill - fair
pizza oven - fair, too small	fryer - needs to be replaced
stainless steel prep table with refrigerator - poor	refrigerator - poor
refrigerator - poor	6, server soda fountain
6, server soda fountain	stainless steel prep with frig - poor
stainless steel prep cabinets with small hand sink	4, high tables
3, high tables	5, small tables
4, round tables	16, chairs for tables
20, chairs for tables	lower area:
lower area:	beer & soda lines - fair
5, wire shelves	powerpack - poor
shelves for soda boxes	walkin - poor
powerpack - poor	4, shelves wire type
walkin - poor	shelves for soda boxes

# Exhibit A: Specifications and Scope of Work to Contract, Mike Jacob Sportspark Operator (12 pages)

## Attachment C Park Map

