

**NOTICE OF PUBLIC MEETING
PARKS AND RECREATION BOARD
REGULAR MEETING AND WORK STUDY SESSION**

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the members of the **PARKS AND RECREATION BOARD**, and to the general public, that the **PARKS AND RECREATION BOARD** will hold a meeting open to the public on **Thursday, February 27, 2025, at 5:00 p.m.**

The Board may vote to convene an executive session on any item that is listed on this agenda for discussion or consultation with legal counsel to obtain legal advice in accordance with A.R.S. §38-431.03(A)(3).

OPTIONS TO ACCESS THIS MEETING

Watch meeting in-person at City Council Chambers, 200 W. Jefferson St., Phoenix, Arizona, 85003

Call-in to listen to the live meeting. Dial 602-666-0783. Enter the meeting access code **2632 112 1202** then enter in the Webinar password PksMtg! when prompted (7576841 from phones).

Observe - [February 27, 2025 - Webex Link](#)

REQUEST TO SPEAK

Each agenda item requires a separate sign-up form. If you wish to speak on multiple items, please submit a form for each one. Thank you for your understanding.

In-Person Requests to speak at a meeting:

Register in person at the front desk located at the City Council Chambers, 200 W. Jefferson St., Phoenix, Arizona, 85003.

Individuals may arrive up to 1 hour prior to the start of the meeting to submit an in-person request to speak. Requests to speak on individual items will not be accepted after the meeting has been called to order.

Virtual Requests to speak at a meeting:

This process is exclusively for virtual speakers and does not apply to in-person attendees requesting to speak.

To speak virtually via Webex, please use this link:

[**February 27, 2025 - Virtual Request to Speak Link for Parks and Recreation Board**](#)

- Virtual speakers must register by: **February 26, 2025**

If you have any issues with the form or if you wish to submit a comment to the board, contact **Laura Borson** at: laura.borson@phoenix.gov or 602-495-5215.

A complete packet of meeting materials will be posted 48 hours prior to the meeting at <https://www.phoenix.gov/parks>.

The agenda for the meeting is as follows:

1.	CALL TO ORDER	Kelly Dalton, Chair
2.	INFORMATION ONLY	
	a. Parks and Recreation Department 5-Year Preliminary Capital Improvement Program Budget	Theresa Faull/ Todd Shackelford
3.	CONSENT ITEM(S): Consent items will be provided to the Board in writing and are not intended for formal presentation . Consent items may be voted on collectively, unless a Board member requests that any item be voted on separately. The chairperson may direct staff to formally present any consent item. These items are for possible action.	
	a. Parks and Recreation Board Summary Minutes- January 23, 2025	Jana Benson
	b. Operating Agreement with Saint Mary's Catholic High School for Monterey Park	Alonso Avitia
	c. Sponsorship Agreement with Integrity Foundation for Telephone Pioneer Park Playground Equipment Project	Theresa Faull
	d. Requests to Vend in City Parks	Alonso Avita
	e. Approval of Telecommunication License at South Mountain Communication Towers to SBA Towers XI, LLC	Theresa Faull
4.	WORK STUDY: PHOENIX TRAILS AND HEAT SAFETY Items will be presented for information and discussion only . The Parks Board will receive a verbal presentation, followed by public and board member comments. No action will be taken on this item during the meeting.	
5.	ADJOURNMENT	Kelly Dalton, Chair

For further information or to request a reasonable accommodation, please contact:

Laura Borson At: laura.borson@phoenix.gov or 602-495-5215 or TTY: 7-1-1.

February 21, 2025.



To: Parks and Recreation Board

Date: February 27, 2025

From: Cynthia Aguilar, Director

Subject: PARKS AND RECREATION DEPARTMENT 5-YEAR PRELIMINARY
CAPITAL IMPROVEMENT PROGRAM BUDGET

This report provides the Parks and Recreation Board with an overview of the Parks and Recreation Department's Capital Improvement Program (CIP) budget for Fiscal Years (FY) 2025-30.

BACKGROUND

The Phoenix parks system is comprised of 187 flatland parks, including pocket, neighborhood, community and regional parks; more than 200 miles of trails; approximately 500 buildings; 33 community centers; 29 pools; 12 dog parks; eight golf courses; and hundreds of play structures, athletic fields and sports courts. At over 40,000 acres, the City has one of the largest amounts of municipally-managed park acreage in the country, per the 2024 City Park Facts Report compiled by the Center for City Park Excellence at the Trust for Public Land.

The Parks and Recreation Department last provided an update on the Department's CIP on September 26, 2024. During the meeting staff provided a presentation highlighting the various types of funding sources utilized as part of the CIP and reviewed criteria utilized to select projects each year, noting that projects are prioritized within the five-year planning window based primarily on park needs and priority criteria. This process includes a three-tiered rating system that takes into account the life span of amenities. The rating identifies amenities that are new, at half-life or ready for replacement. Ratings are updated annually. Further, when a need is identified at a park facility, a holistic look is used to evaluate if other needs can also be addressed at the same time. This approach results in cost effectiveness and efficiencies reducing the redundancy of services to the same site and minimizing impact to the community.

DISCUSSION

The Preliminary CIP submission for FY 2025-30 totals \$336.6M, which is comprised of \$263M in voter-approved Phoenix Parks and Preserves Initiative (PPPI) funds; \$7.3M in Impact Fees; \$3M in Special Revenue funds; and \$63.3M in 2023 General Obligation Bond funds (**Attachment A**).

The FY 2025-30 CIP focuses on design and construction of new park facilities, redevelopment of existing park facilities and critical upgrades and replacement of aging or failing infrastructure, including life-safety issues. The comprehensive plan includes projects such as building new community parks, improving, and replacing aging playgrounds; implementing additional shade options in our parks, irrigation system improvements; installation of LED lighting; repair of aging parking lots; renovation of park amenities including restrooms; adding chilled drinking fountains, and prioritizing Americans with Disabilities Act (ADA) compliance throughout the City's park system.

FY 2025-30 CIP highlights include the development of eight new parks, one new recreation center, two regional pools and repurpose five pools into splash pads; and improvements at more than 40 park sites throughout the City. Park sites include, but are not limited to: Telephone Pioneer, Sweetwater, Madison, Sun Ray and Santa Maria parks. Other projects include the acquisition of land into the existing preserve system. There are also improvements planned at North Mountain Park, the Phoenix Mountains Preserve, Sonoran Preserve, South Mountain Park and Preserve, and Papago Park over the next five years.

The Phoenix Park and Preserve Initiative (PPPI) funding will be used to upgrade park amenities such as trailheads, trails, irrigation, parking lots, signage, playgrounds, ramadas, lighting and restrooms at various Phoenix flatland parks and preserves. Various sport courts and fields will receive upgrades to surfaces, fencing and lighting. A combination of PPPI and Impact Fees will fund the renovation of various neighborhood parks, add shade through tree plantings, and repair aging infrastructure. Further, through voter-approved 2023 General Obligation Bonds, the Parks and Recreation Department is implementing 10 projects identified in the FY2025-30 CIP.

Additionally, the PPPI Oversight Committee held its annual meeting on January 27 and approved the 2024 Independent Accountant's Report prepared by Forvis Mazars, showing compliance with the Department's usage of PPPI funds, as established by Proposition 101 passed on September 7, 1999, and amended by Proposition A effective July 1, 2008. A copy of the report is attached (**Attachment B**).

RECOMMENDATION

This item is for information only.

Prepared by: Todd Shackelford, Deputy Director
Theresa Faull, Deputy Director

Approved by: Martin Whitfield, Assistant Director
Brandie I. Barrett, Assistant Director

ATTACHMENT A
Parks and Recreation Department
Capital Improvement Program for Budget Years 2025-30

Fund Source	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	Total
PPPI - 1022	27,881,000	29,094,000	30,700,000	34,450,000	33,250,000	155,375,000
						-
PPPI - 1437	22,100,000	18,900,000	19,900,000	21,700,000	25,000,000	107,600,000
						-
Impact Fees	4,320,270	2,986,300	0	0	0	7,306,570
Special Revenue	2,000,000	0	0	500,000	500,000	3,000,000
						-
2023 GO Bond	28,342,440	15,165,574	12,197,368	7,570,710	0	63,276,092
						-
Grand Total	84,643,710	66,145,874	62,797,368	64,220,710	58,750,000	336,557,662

City of Phoenix, Arizona

Independent Accountant's Report on Examination of an Assertion

For Fiscal Year Ended June 30, 2024



City of Phoenix, Arizona
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June 30, 2024

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Independent Accountant's Report

The Honorable Mayor and Members of the City Council
City of Phoenix, Arizona

We have examined management of the City of Phoenix's assertion that the City is in compliance with the usage requirements of the Phoenix Parks and Preserves Initiative (PPPI) funds for the year ended June 30, 2024, as established by *Proposition 101* passed on September 7, 1999, and amended by *Proposition A* effective July 1, 2008. The City's management is responsible for its compliance with the usage requirements of the PPPI funds. Our responsibility is to express an opinion on management's compliance with the usage requirements of the PPPI funds based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management complied with the usage requirements of the PPPI funds, in all material respects. An examination involves performing procedures to obtain evidence about management's compliance with the usage requirements of the PPPI funds. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance with the usage requirements of the PPPI funds, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

In our opinion, management's assertion that the City is in compliance with the usage requirements of PPPI funds, as established by *Proposition 101* passed on September 7, 1999, and amended by *Proposition A* effective July 1, 2008, is fairly stated, in all material respects.

The PPPI expenditures and encumbrances as of and for the year ended June 30, 2024, which were examined on a test basis, are summarized in the accompanying schedule.

Forvis Mazars, LLP

**Dallas, Texas
February 6, 2025**

City of Phoenix, Arizona
Summarized Phoenix Parks and Preserves Initiative
Expenditures and Encumbrances
As of and for the Year Ended June 30, 2024

Project #	Description	Expense Recovery	Expenditures	Encumbrances	Total
PA75200711	South Mountain Activity Complex	\$ -	\$ 2,814	\$ 10,000,000	\$ 10,002,814
PA75200185	General Park Development	(6,302)	729,758	5,946,902	6,670,358
PA75200185	General Park Development	-	442,161	4,142,614	4,584,775
PA75200675	La Pradera Park Improvements	-	444,461	3,732,222	4,176,683
PA75200616	Roadrunner Park Renovation	-	3,294,885	210,126	3,505,011
PA75200401	Security Lights	-	2,503,884	857,660	3,361,544
PA75300235	Building Repairs	(457)	2,944,677	197,459	3,141,679
PA75300230	Sports Field Infrastructure	-	8,550	3,085,397	3,093,947
PA75200588	Ho-E Park	-	47,757	2,513,334	2,561,091
PA75300247	SMEEC Exhibit Space Renovation	-	519,723	1,860,339	2,380,062
PA75200709	Papago Park Dam Repair	-	532,859	1,510,111	2,042,970
PA75200739	Deer Valley Community Center	-	1,146,647	827,465	1,974,112
7460200002	Mountain Parks/Preserves	(48)	1,873,801	17,770	1,891,523
PA75200398	Playgrounds	(656)	1,230,118	626,680	1,856,142
PA75200661	Little Canyon Park Renovation	-	1,421,167	341,255	1,762,422
PA75200681	Laveen Heritage Park	-	-	1,635,000	1,635,000
PA75200537	ADA Improvements	-	1,249,534	347,394	1,596,928
PA75200687	Encanto Park Lake Renovation	-	1,069,003	295,340	1,364,343
PA75200615	Paradise Valley Community Center	(82)	1,235,580	98,923	1,334,421
PA77150023	South Mountain Park Improvements	(328,959)	656,378	786,992	1,114,412
PA75200665	Code of Conduct Signage in All Parks	(173)	734,773	337,159	1,071,759
PA75300243	Preserve Edge Protection	-	186,725	859,591	1,046,316
PA75200780	Sueno Park Lighting Infrastructure	-	-	1,014,416	1,014,416
PA75200716	Acoma Park Improvements	-	11,555	964,521	976,076
7460103334	PPPI-NRD – Flatland Parks	(299)	764,943	69,592	834,237
PA75200245	Rio Salado Oeste	-	825,000	-	825,000
7460200001	Sonoran Preserves	-	812,106	2,062	814,168
PA75200693	Rio Salado Park Improvements	-	151,343	566,751	718,094
7460103333	PPPI-NRD – Sonoran Preserve	-	708,753	1,279	710,032
PA75200743	Pecos Comm. Ctr. HVAC Replacement	-	201,740	497,581	699,322
PA75200393	Parks Development PPPI	-	641,125	-	641,125
PA75200742	S'edav Va'aki Museum HVAC HC Imp.	-	107,397	527,421	634,818
7450202201	Cortez Pool	-	601,770	1,560	603,331
PA75200538	Cesar Chavez Community Center	144	516,316	61,682	578,142
PA75200393	Parks Development PPPI	-	511,258	-	511,258
PA75300121	Irrigation - Water Savings	15	423,925	50,008	473,949
PA75300122	Parking Lots	-	208,448	226,446	434,895
PA75300231	Phoenix Mountain Preserves Improvement	-	365,661	68,642	434,303
PA75200747	Bursera Trailhead Parking Lot	-	44,532	369,944	414,476
PA75200738	Maryvale Community Center	(893)	325,633	81,066	405,806
PA75200618	Hoshoni Park Renovation	-	401,066	-	401,066
PA75200608	South Mountain Community Center	-	124,242	255,709	379,950
PA75200659	Sport Court Improvements	-	120,034	244,711	364,745
PA75200491	Falcon Park Renovation	-	94,845	245,418	340,262
7450403333	PPPI-S – Neighborhood Renewal	-	328,788	1,261	330,049
PA75200781	University Park and Museum Renovation	-	319,399	10,118	329,517
PA75200543	Edison Park Improvements	-	310,183	-	310,183
PA75200535	Washington Park Improvements	-	71,980	236,168	308,148
PA75200680	Harvest Park	-	306,581	-	306,581
PA75300226	Golf Infrastructure	(105)	289,713	15,318	304,926
PA75200672	Holiday Park Center Improvements	-	297,917	-	297,917
PA75200701	Esteban Park Improvements	-	75,047	221,789	296,837
PA75200639	Granada Park Renovation	-	30,745	262,216	292,960
PA75200736	AZ Science Center Café HVAC	-	96,035	196,458	292,493
PA75300225	Aquatic Infrastructure Improvements	-	18,998	265,806	284,804
PA75200775	Pinnacle Dog Park Turf Management	-	-	282,730	282,730
PA75200745	Cave Creek Playground	-	302	269,393	269,695
7450405562	Hermoso Center	-	268,230	200	268,431

City of Phoenix, Arizona
Summarized Phoenix Parks and Preserves Initiative
Expenditures and Encumbrances
As of and for the Year Ended June 30, 2024

(Continued)

Project #	Description	Expense Recovery	Expenditures	Encumbrances	Total
PA75200569	Sweetwater Park Improvements	-	67,694	185,430	253,124
7450150101	Tres Rios	-	242,505	(2,111)	240,394
PA75200734	Starlight Park Restroom Design	-	104,596	124,128	228,725
PA75200614	Sun Ray Park Improvements	-	11,075	216,173	227,247
PA75200732	S.M. Env Education Ctr. HVAC	-	206,575	11,545	218,120
PA75200722	Washington Activity Center HVAC	-	208,209	9,724	217,934
PA75300209	Trees - Citywide Planting	(340)	185,937	20,060	205,657
PA75200666	Solano Park Perimeter	-	41,974	161,620	203,595
PA75150049	Spider Trails	-	69,997	121,036	191,033
7440305550	Tarver Learning Center	-	190,092	842	190,935
PA75200723	Santa Maria Park Improvements	-	60,679	128,902	189,581
PA75300234	Preserve Infrastructure	-	-	184,860	184,860
7470103333	PPPI-STM – Youth Sports	-	179,705	384	180,089
PA75200568	Surrey Park Renovation	-	57,598	120,685	178,282
PA75200702	Hayden Park Improvements	-	55,852	109,868	165,720
PA75200683	Lone Mountain Park	-	205	162,945	163,150
PA75200559	Pierce Park Renovation	-	30,533	132,389	162,923
PA75200699	Lindo Park Improvements	-	9,759	148,596	158,355
PA75200737	Beuf Community Center	(34,000)	186,636	-	152,636
PA75200558	Perry Park Renovation	-	38,030	108,361	146,392
PA75200713	Sandpiper Park Pickle Ball Courts	-	45,952	94,948	140,900
7440305615	Winship House	(5,014)	115,720	24,327	135,032
7450505710	Pinnacle Park	-	124,737	116	124,853
AR74000029	Rio Salado Bike/Ped. Bridge Public Art	-	44,013	70,000	114,013
PA75200638	Christy Cove Renovation	-	61,034	51,060	112,094
PA75200749	JFG Mech & Water Treatment Sys	-	32,698	78,387	111,084
PA75200613	Kipok Park Renovation	-	39,741	70,532	110,273
PA75200657	Parks Master Plan	-	69,082	25,573	94,654
PA75200553	Margaret T Hance Park Renovation	-	43	83,987	84,030
AR74000017	Civic Space Park Sculpture	-	82,196	-	82,196
7450406301	Echo Canyon Trail Head	-	64,323	15,882	80,205
7460103335	PPPI-NRD – Neighborhood Renewal	-	80,730	(1,739)	78,991
PA75200612	North Mountain Park Improvements	-	56,866	9,263	66,128
PA77150024	Sonoran Preserve Master Plan	-	61,260	-	61,260
PA75200735	Aguila Golf Course Kitchen HVAC Redsgn	-	50,847	3,921	54,768
PA75200725	Duppa House Improvements	-	18,271	34,597	52,869
PA75200640	Longview Park Building	21	12,774	36,869	49,664
PA75200733	Maryvue Volleyball Court Addition	-	46,369	2,685	49,054
7450405572	Lindo Park - Recreation	-	46,050	336	46,386
7430150000	Parks Initiative Program	-	39,519	1,636	41,155
7440405710	Deer Valley Dog Park – Maintenance	-	40,209	-	40,209
AR74000019	Mountain Preserve Enhance Public Art Prj	-	36,363	-	36,363
AR74000028	Lone Mountain Park Public Art	-	35,722	-	35,722
PA75200556	Momo Park Improvements	-	33,205	-	33,205
PA75200719	Eastlake Pool Renovation	-	27,420	-	27,420
PA75200674	La Pradera Park Area	-	25,228	-	25,228
PA75200717	Heritage Park ADA Pavers	-	24,765	-	24,765
PA75100171	Preserve Land Acquisition	-	20,511	-	20,511
PA75200700	Hance Garden	-	17,409	2,704	20,113
PA75200746	SISP Memorial Hall Renovations	-	18,625	-	18,625
7440305613	Hance Park Dog Park	-	16,516	-	16,516
PA75200428	Parks Signage	-	9,134	7,024	16,158
AR74000026	Laveen Heritage Park Public Art Proj.	-	15,933	-	15,933
PA75200730	Piestewa Roadway & Ped. Bridge	-	11,878	-	11,878
PA75200757	Margaret T Hance Park Renovation	-	-	11,586	11,586

City of Phoenix, Arizona
Summarized Phoenix Parks and Preserves Initiative
Expenditures and Encumbrances
As of and for the Year Ended June 30, 2024

(Continued)

Project #	Description	Expense Recovery	Expenditures	Encumbrances	Total
PA75200715	Pueblo Grande Maintenance	-	11,276	-	11,276
PA75200724	Laveen Conveyance Channel Improvements	-	8,941	-	8,941
PA75200720	Phoenix Center for the Arts	-	8,048	-	8,048
PA75200668	Highline Park Improvements	-	6,406	-	6,406
7450305710	PV Dog Park – Maintenance	-	5,453	(602)	4,851
PA75200677	Sunridge Park Track	-	3,865	-	3,865
AR74000020	Eastlake Park Aquatics Public Art Project	-	3,164	-	3,164
PA75200718	PV Park Infrastructure	-	3,073	-	3,073
AR74000028	Lone Mountain Park Public Art	-	1,850	-	1,850
PA75150052	Cholla Trail Design	-	1,765	-	1,765
AR74000030	Lookout Mtn. Park Public Art Proj.	-	1,582	-	1,582
PA75200684	Splash Pads	-	1,309	-	1,309
PA75200714	Kuban Park Improvements	-	1,162	-	1,162
PA75200654	Desert Horizon Park	-	975	-	975
PA75200609	West Plaza Park	-	536	-	536
7450405570	Lindo Park – Maintenance	-	513	-	513
7460200004	Camelback Mountain	-	487	-	487
PA75200552	Madison Park Renovation	-	482	-	482
PA75200580	Reach 11 Dog Park	-	277	-	277
PA75200708	Cielito Park Fencing	-	179	-	179
7430160000	Parks Dev Mountain Preserve	-	2,099	(1,974)	125
PA75200731	Maryvale Playground	-	47	-	47
PA75200584	La Pradera Park Maintenance	-	(324)	-	(324)
PA75200726	Washington Activity Ctr. Improvements	(1,799)	1,041	-	(758)
PA75200671	Desert Willow Park Renovations	-	(1,815)	-	(1,815)
Total Program Expenditures					\$ 85,513,659
Operating Transfers					\$ 61,493,064
Operating Transfers					24,020,595
Total Expenditures Including Transfers Out					\$ 85,513,659

**CITY OF PHOENIX
PARKS AND RECREATION BOARD
SUMMARY MINUTES
January 23, 2025**

Virtual meeting hosted on Webex.

<u>Board Members Present</u>	<u>Staff Present</u>	<u>Community Members</u>
Kelly Dalton, Chair Emma Viera Aubrey Barnwell Ed Zuercher Sarah Porter (virtual) Dorina Bustamante Tony Moya	John Chan Luke Christian Cynthia Aguilar Brandie Bartlett Martin Whitfield Jarod Rogers Tim Kreis Tim Jones Tannia Ruiz Jana Benson Laura Borson	Tom Frieders John Bawden Jes Dobbs Timothy Sierakowski Christopher Bagby Daniel Archer Tim Bagby Robert Villasenor Randy Ziegler Mitzi Haughn Michael Hopkins Meeka Vigue Mike Duffy Timothy Gammage II Kathy Reichert Deirdre Pfeiffer Daniel Luedders Jerry Van Gasse Ed Nusbaum Geoff Mathieux Jay Jurgemeyer Julia Taggart Danielle Bryant Josh Fowler Chian Ma Lisa Pozzoni Marcel van der Stroom Marion Cholieu Martin Kane Michael Norton James Seeley

1. CALL TO ORDER

Chairperson Dalton called the meeting to order at 5:02 p.m. with Board Members Barnwell, Moya, Zuercher, Viera, and Bustamante in attendance.

1. CONSENT ITEMS

No formal presentation on these items. Consent and request for approval only.

2a. Corrected Parks and Recreation Board Summary Minutes – October 24, 2024

Jes Dobbs questioned the legitimacy of the decision to change trail closure times and locations made at the October 2024 Parks Board meeting. She stated the change in the minutes demonstrated that the public was never informed to attend the meeting where action could be taken.

Chairperson Dalton inquired how the agenda item was listed when shared publicly online.

Director Cynthia Aguilar confirmed that the item was posted on the agenda for discussion and possible action and a recommendation was presented in the report.

2b. Parks and Recreation Board Summary Minutes – November 21, 2024

Board member Zuercher made the motion to approve consent items 2a and 2b. Board member Moya seconded the motion, and the motion passed unanimously, 6-0.

2. WORK STUDY: Phoenix Trails and Heat Safety

Deputy Director Jarod Rogers and Fire Department Executive Assistant Chief Tim Kreis provided a joint update on the Phoenix Trails and Heat Safety Program, outlining its implementation from 2021 through 2024 as a collaborative effort between the Parks and Recreation Department and the Phoenix Fire Department. Originally launched as a pilot in 2021 to address concerns over heat-related illnesses and mountain rescues, the program was later formalized with Board approval, implementing trail closures at Camelback Mountain (Echo Canyon and Cholla) and Piestewa Peak on Excessive Heat Warning days from 11 a.m. to 5 p.m. Over the years, the Board has reviewed rescue data leading to program modifications. In 2023, closure times were expanded to 9 a.m. to 5 p.m., and in October 2024, the Board approved the addition of South Mountain Park/Preserve to the program and expanded closure times to 8 a.m. to 5 p.m.

Board Member Porter joined the meeting at 5:15 pm.

The presentation highlighted information about the trails rating guide, information on trails not affected by restrictions and public safety outreach efforts, including the “Take a Hike. Do It Right.” campaign, improved onsite signage, and outreach through local resorts. It also emphasized the role of Park Rangers and volunteers in educating hikers.

Fire Department staff also presented information on the impact of the Trails and Heat Safety Program noting from 2021 to 2024, there was a significant reduction in mountain rescues at closed locations—37 percent fewer at Camelback Mountain and 43 percent fewer at Piestewa Peak—while rescues at other mountains remained stable or slightly increased. Additionally, rescue calls shifted earlier in the day, peaking between 6 a.m. and 11 a.m., likely due to hikers attempting to avoid peak heat.

Director Cynthia Aguilar concluded the presentation, reaffirming the Parks and Recreation Department's commitment to ongoing discussions on trails and heat safety. She also stated the intent to return in February with any additional information requested by the Board.

Chairperson Dalton thanked the presenters and opened the floor for public comment.

John Bawden, a South Mountain Park trail runner, requested a reversal of the trail closure policy, arguing that it shifts rather than prevents heat-related rescues. He urged the Board to explore alternative solutions instead of closures.

Jes Dobbs expressed her belief that the heat closure policy lacks legitimacy, is outside the authority of the Parks and Recreation Board and belongs to the City Council. She advocated for a comprehensive conversation between the stakeholders and elected officials on City Council to find an alternative solution to trail closures.

Timothy Sierakowski, a 40-year hiker, urged for more hiker education and additional park rangers to promote safe hiking practices. He called for a balanced solution and highlighted differences in heat safety approaches between Scottsdale and Phoenix.

Christopher Bagby opposed trail closures, disputing the data interpretation used in the decision. He suggested deploying heat ambassadors at trailheads as an alternative solution.

Daniel Archer, a mountain biker, emphasized the mental health benefits of exercise and opposed trail closures. He suggested trailhead signage showing the average cost of a mountain rescue.

Tim Bagby, a resident and trail user, highlighted the health benefits of mountain trails and questioned how fewer rescues justify closures. He thanked Phoenix Fire Department but noted rescues are part of their job responsibilities.

Robert Villasenor requested data on who is being rescued and suggested targeted safety messaging. He urged the Board to reconsider the October 2024 decision and keep trails open. He also recommended better cooling gear and safety measures for Fire Department crews.

Randy Ziegler, 24-year Phoenix Firefighter and Captain, shared a story of a large-scale mountain rescue he worked in 2020. He ended up in the hospital for heat related kidney issues, missed over five months of work, and incurred over \$10,000 for medical care. He requested the Board to consider the welfare of the Phoenix Firefighters.

Mitzi Haughn, a trail runner, urged keeping South Mountain Park trails open in summer, citing their heavy use, mental health benefits, and economic impact from visitors.

Michael Hopkins, a hiking guide, commented that new rules aren't needed if existing ones aren't enforced and questioned the effectiveness of trailhead signage and safety education.

Meeka Vigue, a regular Camelback Mountain and South Mountain hiker, discussed the impact of closures on hikers and hikers not being prepared. She suggested having more park rangers at the trailheads to educate hikers about safe hiking practices, rather than place further restrictions on hiking hours.

Mike Duffy, a local Fire Department Chief who works with the tactical helicopter rescue unit, stated that rescues in the summer are not injury related, but more so heat-related issues. He added that the rescue helicopter cannot fly at 116 degrees, which places more firefighters on foot on the mountain. He suggested extending the closures until other alternatives can be put in place..

Timothy Gammage II, Director of Operations for the Phoenix Firefighter chapter, encouraged extending the closure times to save lives. He acknowledged there may be other long-term solutions but hiking restrictions is something that is needed now.

Kathy Reichert, noted that no other Arizona cities or the Grand Canyon close trails and urged Phoenix to adopt volunteer led safe hiking programs used elsewhere. She also suggested the Fire Department avoid unsafe trail rescues.

Deirdre Pfeiffer, advocated for education over closures, citing research linking Phoenix residents' well-being to green space access. She urged the Parks Department to utilize volunteers and park rangers for hiker education.

Daniel Luedders emphasized the importance of water and noted that non-locals may underestimate hydration needs. He advocated for year-round trailhead education and volunteer programs.

Jerry Van Gasse read a recently filed public records request for documents about the proposed closures at South Mountain Park and stated there was not proper public notification for October's Parks and Recreation Board meeting.

Ed Nusbaum noted that National Parks use preventative search and rescue instead of closures and suggested Phoenix follow Grand Canyon National Park's approach.

Geoff Mathieux, a Piestewa Peak hiker, emphasized hiking's health benefits and called heat exposure self-regulating. He suggested signage stating the Fire Department won't perform rescues above a certain temperature.

Jay Jurgemeyer, a longtime Piestewa Peak hiker, thanked the Phoenix Fire Department and volunteered to help find alternatives to trail closures.

Julia Taggart requested heat safety and skin cancer safety training and new signage at

trailheads to educate the public. She encouraged planning ahead given the upcoming budget cuts.

Danielle Bryant, a Piestewa Peak hiker, credited hiking with saving her life and argued that closures create harmful social trails. She advocated for more park rangers and higher wages.

Josh Fowler, a South Mountain hiker noted that regular hikers assist park rangers and called trail closures too restrictive. He urged others to contact City Council for representation that aligns with their values.

Chian Ma, an avid hiker and volunteer urged education on safe hiking and questioned the effectiveness of the "Take a Hike, Do it Right" campaign. He called for park rangers on trails and resort outreach to educate guests.

Lisa Pozzoni, an avid runner emphasized the health benefits of trails and argued that heat safety is an education issue, not one requiring closures, citing the low number of rescues.

Marcel van der Stroom argued that the issue is about capacity, not safety, and urged the Board to align decisions with the Parks and Recreation Department's mission by keeping trails open.

Marion Cholieu highlighted the community's strong use of trails year-round, stating that rescues are rare but necessary and that firefighters should be acclimated to the heat. She believes hiker safety can be managed without closures.

Martin Kane described the issue as multi-faceted, involving education and health conditions. He questioned the lack of water fountains at Camelback Mountain and Piestewa Peak and noted that eliminating rescues would require closing all mountains.

Michael Norton argued that funding is the key issue, claiming Phoenix's parks and preserves are underfunded. He suggested a small tax to address concerns without closing trails.

James Seeley, a regular Camelback Mountain hiker, stated that volunteers in Scottsdale are always present at the trailheads and questioned why that cannot be done in Phoenix.

Board Chair Dalton thanked the public speakers and opened the floor to the board members.

Board Member Viera inquired if there has been an evaluation of the effectiveness of the trailhead safety signs installed in 2015.

Director Aguilar responded there is no specific data to measure changes before and after the signs were installed.

Board Member Viera noted that 70 percent of mountain rescues involve Arizonans and requested more details on the specific issues they encounter on trails.

Board Member Viera referenced the concierge education program and inquired about the criteria for selecting trail closures.

Deputy Director Rogers explained that the trails selected for the pilot program were chosen based on their popularity frequency of rescues and difficult technical rescues.

Chief Kreis confirmed the importance of the technical difficulty of rescues because the ability to use helicopters and other rescue gear is limited on these trails.

Board Member Viera cautioned about relying on volunteer service for these complex and difficult trails systems.

Board Member Viera asked about the closure threshold and whether any modeling has been conducted to assess the impact of extending trailhead hours earlier or later in the day.

Director Aguilar responded by stating expansion of trailhead hours is something members of the public have requested and that is something the department can look into further.

Board Member Viera suggested that the Department collect information on this possibility.

Board Member Viera requested a medical professional to speak about the relationship between extreme heat and hiker health and safety.

Director Aguilar answered that a medical professional would speak at the February work group.

Board Member Porter thanked the public for their comments and presentations. She inquired about funding sources and a trail and heat safety volunteer coordinator for the Parks Department.

Director Aguilar explained that while a volunteer park steward program exists, it is administered by park rangers. Additional funding would be required to hire a volunteer coordinator dedicated to mountain preserves. She noted that City of Phoenix community budget hearings in April offer an opportunity for the public to share their requests for funding priorities. However, she cautioned that upcoming budget restrictions may make securing funding difficult over the next few years.

Board Member Porter asked for a breakdown of the mountain rescue statistics provided by Chief Kreis by time of year.

Chief Kreis confirmed he would be able to provide that information at the next work study meeting.

Board Member Zuercher thanked attendees for their input and requested data on the number of trails and access points at South Mountain Park, particularly in comparison to

Camelback Mountain and Piestewa Peak. He also asked for a breakdown of trail ratings at South Mountain Park. Additionally, he inquired whether there are any circumstances in which the Fire Department would not respond to a 911 call for service and directed this question to Chief Kreis.

Chief Kreis stated that the Phoenix Fire Department always responds to 911 calls for service, emphasizing that their policy is to risk their lives to save savable lives.

Board Member Zuercher inquired if drones are used by the Fire Department for rescues, especially during high temperature days.

Fire Department Special Operations Chief Jones responded that while drones are effective, the most effective tool for rescues is the rescue helicopter. The Fire Department uses drones on a very limited basis.

Board Member Moya questioned Chief Kreis about the typical injury type for mountain rescues.

Chief Kreis answered that approximately 75% of rescues are related to medical conditions and the rest result from traumatic injury, but he would have to bring the specific statistics back to the February Board meeting.

Board Member Moya asked about the current situation with urban and mountain preserve park rangers.

Director Aguilar explained that currently, there are just over 100 park rangers, with approximately 60 percent assigned to mountain preserves.

Board Member Moya recommended that during periods of high heat, urban park rangers be reassigned to mountain preserves to assist with heat education. He also acknowledged that this shift may present challenges related to job classification.

Board Member Moya noted that trailhead safety signage has become less effective over time and recommended updating the messaging to better reach the target audience, while also suggesting expanded partnerships with hotel associations to enhance hiker education.

Director Aguilar confirmed they can investigate what resources are available to address educational marketing and campaign efforts.

Board Member Bustamante thanked attendees and supported a volunteer coordinator, expanded concierge program, hydration stations, and trailhead volunteers. She suggested regular hikers help sustain these efforts. She also inquired about the difficulty level of the South Mountain Park trails being closed.

Director Aguilar stated that since 2021, trails at Piestewa Peak and Camelback Mountain have been included in heat-related closures, with South Mountain Park added in October 2024. These trails close from 8 a.m. to 5 p.m. when the National Weather Service (NWS) issues a heat warning. She noted that staff will provide more details as it relates to the

difficulty levels of trails in South Mountain Park in February.

Board Member Barnwell inquired if it is possible to close specific trails at South Mountain Park versus all trails.

Director Aguilar stated that while this could be reevaluated in future meetings at the Board's direction, she noted the logistical challenges of a partial closure at South Mountain Park due to its size and interconnected trail system, which differs significantly from Piastewa Peak and Camelback Mountain.

Board member Barnwell asked if it is correct that 60 percent of the trails will be closed.

Director Aguilar replied she can look into this, but did not believe this statistic is correct.

Board Member Zuercher requested more information at the February work study regarding revamping the safe hiking signage at the trail heads, noting the effectiveness of signs at the Grand Canyon National Park.

Chairperson Dalton requested clarification on the National Weather Service (NWS) threshold for issuing an Excessive Heat Warning.

NWS Meteorologist Tom Frieders explained that the heat risk value considers time of year and duration of heat, causing the threshold to vary throughout the year. This data is collaborated with the CDC to minimize heat-related fatalities. He also discussed the body's acclimatization to heat.

Chairperson Dalton inquired about training for the tactical mountain rescue team.

Chief Jones responded that it includes 200 hours of tactical rescue training, including mountain rescues, rope system, and low and steep angle operations which are then followed up with weekly ongoing trainings.

Chairperson Dalton asked if the tactical rescue team is responsible for regular calls for service in addition to mountain rescues and if there could be a situation where they are involved in a mountain rescue immediately after fighting a fire.

Chief Kreis responded that it is absolutely a possibility.

Board member Porter left the voting body at 7:15 p.m.

Chairperson Dalton asked if the Fire Department can pinpoint where the calls at South Mountain Park are located based on GPS locations.

Chief Kreis confirmed and stated he will provide that information at the February Board meeting.

Chairperson Dalton inquired if the breakdown of 75 percent of rescues related to health conditions includes heat related issues.

Chief Kreis confirmed that is correct.

Chairperson Dalton acknowledged the City of Phoenix's funding cuts and expressed support for updating trailhead signage to be more impactful. She requested a cost estimate for a large-scale signage replacement and an assessment of its feasibility in the near future.

Chairperson Dalton asked about helicopter rescues on excessive heat days and the backup plan when the helicopter assistance is not possible.

Chief Jones explained that while non-hoist helicopters can be used, South Mountain Park lacks designated landing zones. In such cases, rescue crews must hike in and locate individuals using their cell phone GPS data.

Chairperson Dalton inquired what factors necessitate the need for a helicopter.

Chief Jones replied that the severity of the patient's condition, distance into the preserve, and the terrain getting into and out of the mountain are factors that necessitate a need for a helicopter.

Chairperson Dalton thanked everyone for their time and presentations on this important topic.

3. ADJOURNMENT:

Chairperson Dalton adjourned the meeting at 7:24 p.m.



To: Parks and Recreation Board

Date: February 27, 2025

From: Cynthia Aguilar, Director

Subject: OPERATING AGREEMENT WITH SAINT MARY'S CATHOLIC HIGH SCHOOL FOR MONTEREY PARK

This report requests Parks and Recreation Board (Board) approval to negotiate, finalize and enter into an operating agreement with Saint Mary's Catholic High School to allow scheduled use and maintenance care of Monterey Park's sports fields, green space and amenities.

BACKGROUND

The Phoenix Parks and Recreation Department continues to build healthier communities through its robust city-wide park system of 187 parks and committed to building partnerships throughout the City of Phoenix which will encourage positive and safe use of the recreational amenities and spaces. The department maintains partnerships with dozens of arts and culture, non-profit and for-profit organizations that operate in a city owned facility, offer programs and enrichment opportunities to the community, or provide support and advocacy.

DISCUSSION

Often our parks share common interests and aligned missions with adjacent community partners, creating opportunities for collaboration that benefit both parties and the broader community. When fostered and formalized, these partnerships can enhance community engagement, resource sharing, and program development.

Saint Mary's Catholic High School, located at 2525 North 3rd Street, sits adjacent to Monterey Park at 350 East Oak Street and is Arizona's oldest Catholic high school. Since 1917, it has been an integral part of Phoenix's history, serving a diverse student population and promoting academic and athletic excellence. The school has a strong athletic tradition, with multiple state championships in football, basketball, and softball, reflecting its commitment to both education and extracurricular achievement.

Over the past decade, the Department and Saint Mary's Catholic High School have maintained a strong partnership, working together to enhance and care for Monterey Park, particularly its sports fields and open green space. To formalize and strengthen this collaboration, a draft five-year operating agreement (**Attachment A**) has been prepared to outline scheduled use, ongoing maintenance, cost-sharing, and safe community access to the park's amenities.

By clearly defining the roles and responsibilities of both the Department and Saint Mary's, this agreement ensures a proactive and consistent approach to park programming and maintenance, helping to sustain a safe and well-maintained environment for the community.

RECOMMENDATION

Staff requests Board approval to negotiate, finalize and enter into an operating agreement with Saint Mary's Catholic High School to allow scheduled use and maintenance care of Monterey Park's sports fields, green space and amenities.

Prepared by: Alonso Avitia, Deputy Director

Approved by: Martin Whitfield, Assistant Director

OPERATING AGREEMENT
for
St. Mary's Catholic High School

This Agreement is entered into this 28 day of February 2025, ("Commencement Date") by and between the City of Phoenix, ("City") through its Parks and Recreation Department and St. Mary's Catholic High School, ("SMCHS") an Arizona non-profit corporation, to establish the conditions for SMCHS's use of Monterey Park's fields.

WHEREAS City owns Monterey Park including its fields and amenities in Phoenix, Arizona, ("Park") and,

WHEREAS City and SMCHS agree that SMCHS may be permitted the use of Monterey Park including its sports fields and various amenities.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Term:** The term of this Agreement will begin on the Commencement Date and continue in effect for five (5) years with a priority to enter into another five (5) year Agreement unless terminated in accordance with the terms of this Agreement ("Term"). Both parties agree with the following:
2. **Permission to Enter Premises:** The City grants to SMCHS, its employee's students and all other program participants, the privilege to enter the Premises during normal Park operating hours for purposes of using the Park and its amenities, to include the use of field lighting during the full operating hours of the park. Park hours are from (5:30 am to 11:00 pm). Access may be limited or restricted under certain circumstances such as required park maintenance, road closures for other events, and/or emergency situations. The City of Phoenix liaison will inform SMCHS contact of all restrictions.
3. **Use of Premises:** During the term of this agreement, SMCHS will use Monterey Park including its sports fields and various amenities. All events sponsored by SMCHS, are subject to the requirements of the Maricopa County Health Department. Overnight activity is prohibited except with prior written approval from the Director of the Parks and Recreation Department or her/his designee.

4. SMCHS Responsibilities:

- 4.1. Provide the City with an annual estimated reservation schedule of sports-related activities by the first Friday in June of each year (Exhibit A) and to be revised and confirmed each year by December with the understanding inclement weather may cause schedule revisions and to be accommodated as reasonably possible.
- 4.2. Pay for the associated field and space reservations based on the City's approved fee schedule. (Exhibit B)
- 4.3. For the term of this Agreement, support the ongoing maintenance and safety of the park, to include but not limited to the following:
 - 4.3.1. Work with the respective Park Supervisor annually to provide approved sod (approximate amount of 3100 square feet) to help maintain quality and safe field conditions at Monterey Park.
 - 4.3.2. During SMCHS scheduled events, provide security and/or staff to appropriately monitor use, public safety, and park protection.
 - 4.3.3. Consider paying for any SMCHS and/or the Arizona Inter-Scholastic Association desired upgrades to the park/park amenities, should any portion of the equipment to be installed by the City does not meet the standards or desires of SMCHS and/or the Arizona Inter-Scholastic Association.
 - 4.3.4. Accept and participate (by appropriate level positions) in two annual operating agreement review and partnership meetings set by the City.

5. City Responsibilities:

- 5.1. Work in partnership with SMCHS to collect the annual schedule of use of sports related activities (Exhibit A) and enter in the City's reservation system, currently ACTIVE network.
- 5.2. Provide SMCHS with priority scheduling of the sports fields.
- 5.3. Inform SMCHS of any scheduled maintenance requirements that may impact the intended use as soon as reasonably possible.

- 5.4. Inform SMCHS of any unknown/unscheduled and/ or emergency repairs as soon as possible.
- 5.5. Schedule two annual operating agreement review and partnership meetings with SMCHS during the months of June and November.
6. **Dispute Resolution:** If there is a dispute as to the terms and conditions of this agreement or a dispute as to the terms and conditions of the operations and use of the sports fields, that the Division's Deputy Director or Department Director and Saint Mary's Athletic Director shall meet and attempt to resolve any disputes or concerns the parties prior to the matter coming before the Parks and Recreation Board or Saint Mary's Administration.
7. **Insurance Requirements:** SMCHS shall procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Agreement. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect SMCHS from liabilities that might arise out of this Agreement. SMCHS is free to purchase such additional insurance as SMCHS determines necessary.
- A. **Minimum Scope and Limits of Insurance:** SMCHS shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.
1. **Commercial General Liability - Occurrence Form**
Policy shall include bodily injury, property damage and broad form contractual liability coverage.
- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |
- The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to the Operating Agreement.

- B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include the following provisions:
1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by SMCHS even if those limits of liability are in excess of those required by this Agreement.
 2. SMCHS insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **Notice of Cancellation:** For each insurance policy required by the insurance provisions of this Agreement, SMCHS must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed to pkcs.contracts@phoenix.gov, hand delivered or sent by facsimile transmission to Parks and Recreation Department, attention Director, 200 West Washington, Phoenix, AZ, 85003.
- D. **Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect SMCHS from potential insurer insolvency.
- E. **Verification of Coverage:** SMCHS shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
1. All certificates and any required endorsements are to be received and approved by the City before the Commencement Date. Each insurance policy required by this Agreement must be in effect at or prior to commencement of this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.
 2. All certificates required by this Contract must be sent directly to pkcs.contracts@phoenix.gov. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time.

DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.

- F. **Approval:** Any modification or variation from the insurance requirements in this Agreement must have prior approval from the City of Phoenix Law Department, whose decision shall be final. Such action will not require a formal amendment but may be made by administrative action.
- G. **Insurance Use of Premises:** No use shall be made or permitted to be made of said Premise, which will cause a cancellation of any insurance covering said Premise, or any improvements placed on said Premises, or any part thereof, nor shall SMCHS permit to be kept, used, or sold in or about said Premises, any article which may be prohibited by a standard form of fire insurance policies, nor shall any change of use be allowed that will change SMCHS or the City's obligations under environmental laws.
8. **Indemnification:** SMCHS shall indemnify, defend, save and hold harmless the City and its officers, officials, agents, and employees (hereinafter referred to as "City") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SMCHS or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to SMCHS occupancy and use of the Premises. It is the specific intention of the parties that the City shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by SMCHS from and against any and all Claims. It is agreed that SMCHS will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use and occupancy of the Premises, SMCHS agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Premises.
9. **Property Loss:** If the buildings or other improvements constituting the Premises are destroyed or damaged by fire or other casualty so that they are no longer of use, then this Agreement shall be terminated.
10. **Termination.** Either party may terminate this Agreement with or without cause upon ninety (90) days written notice.

11. **Other Agreements:** The parties agree to execute whatever other documents or agreements are reasonably necessary to effectuate the purposes of this Agreement provided City shall not be required to assume any liability, therefore.

12. **Compliance with Applicable Laws:** SMCHS shall, at SMCHS sole expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the Term with respect to the SMCHS particular use of the Premises including, but not limited to, all federal, state and municipal environmental laws and regulations governing SMCHS use of the Premises. SMCHS shall not use nor knowingly permit the use of the Premises in any manner that will create waste or a nuisance.

13. **Non-Discrimination:** SMCHS in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. SMCHS will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. SMCHS further agrees that this clause will be incorporated in all subcontracts with all labor organizations finishing skilled, unskilled and union labor; or who may perform. Any such labor or services in connection with this Agreement. SMCHS further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or sub-agreements of this Agreement entered into by SMCHS.

14. **Heat Mitigation:** SMCHS shall comply with the heat mitigation requirements set forth below.

Any contractor whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The City may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

1. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
2. Ability to take regular and necessary breaks as needed and additional breaks for hydration.

3. Access to shaded areas and/or air conditioning.
 4. Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.
 5. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
 6. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.
15. **Governing Law:** This Agreement shall be governed by the laws of the State of Arizona.
16. **Conflict of Interest:** The City and SMCHS acknowledge that this Agreement is subject to cancellation in accordance with the provisions of A.R.S. Section 38- 511.
17. **Waiver:** No covenant, term or condition of this operating agreement shall be deemed to have been waived by City or the SMCHS unless such waiver is in writing signed by the City and/or SMCHS.
18. **Entire Agreement:** This Agreement and the exhibits attached hereto constitute the entire agreement between the City and the SMCHS with regard to the use of the Premises. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or SMCHS unless set forth in writing and duly executed by both parties.
19. **Notices:** Any notice or demand required or permitted by law or by any provision of this Agreement shall be in writing and shall be either personally delivered or mailed, registered or certified mail, postage prepaid, to the parties as follows:

City of Phoenix
Parks and Recreation Department
Attn: Director
200 West Washington Street, 16th Floor
Phoenix, AZ 85003

St. Mary's Catholic High School
Attn: Principal
2525 N 3rd Street
Phoenix, AZ 85004

All notices shall be effective upon receipt.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date shown above.

CITY OF PHOENIX, a municipal corporation
Jeffrey Barton, City Manager

By: _____
Cynthia Aguilar
Parks and Recreation Director

Date

ATTEST:

City Clerk, City of Phoenix

Date

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By: _____
Micah Alexander
Assistant Chief Counsel

Date

St Mary's Catholic High School (SMCHS)

By: _____

Title: _____

Date: _____

EXHIBIT A

Annual Schedule of Use

Seasonal field reservation rentals and usage at Monterey Park by St. Mary's Catholic High School of the Multi Use Field, Softball Field, and Open Green Space Field (EXHIBIT B).

Note:

Exact dates and times may vary from year to year, but this will serve as a guide for annual field reservation rentals and to be scheduled prior to each season with exact dates and times.

August through November (Fall Season):

Programs to be Served:

1. Boys Varsity Tackle Football
2. Boys JV Tackle Football
3. Girls Flag Football
4. Cross Country (use of side fields and general park)

Field(s): Football Field

Date(s): Monday – Friday
Time(s): 4:00 – 10:00 p.m.

Date(s): Saturday
Time(s): 6:00 a.m. – 10:00 a.m.

Notes: Potential games occur on Wednesday and Thursday evenings for Boys JV Football and Girls Flag Football.

During extreme heat, additional fields (i.e. Softball Field) may be requested to offer evening practices.

November through February (Winter Season):

Programs to be Served:

1. Boys Varsity Tackle Football
2. Boys JV Tackle Football
3. Girls Flag Football
4. Boys Soccer
5. Girls Soccer

6. Softball (Softball Field beginning in February + Winter Camps)

Field(s): Football and Softball Fields

Date(s): Monday – Friday

Time(s): 4:00 – 10:00 p.m.

February through May (Spring Season):

Programs to be Served:

1. Softball
2. Boys Football (Spring Practices)
3. Boys Soccer (February Only)
4. Girls Soccer (February Only)
5. Boys and Girls Track

Field(s): Football and Softball Fields

Month(s): February

Date(s): Monday – Friday

Time(s): 4:00 – 10:00 p.m.

Field(s): Football and Softball Fields

Month(s): March and April

Date(s): Monday – Thursday

Time(s): 4:00 – 8:00 p.m.

Field(s): Football Field

Month(s): May

Date(s): Monday – Friday

Time(s): 4:00 – 8:00 p.m.

Field(s): Softball Field

Month(s): May

Date(s): Monday – Friday

Time(s): 4:00 – 10:00 p.m.

Note: Official AIA Spring football practices take place.

Date(s): Saturday

Time(s): 6:00 – 10:00 a.m.

Note: Potential of 1 – 2 Saturday games in the afternoon/evening each year and to be reserved with notice as needed.

June and July (Summer Season):

Scheduled field evaluation, repair, and required maintenance.

DRAFT



Exhibit B:

Multi Use Field

Open Green Space

Softball Field

Open Green Space

E OAK ST (PHOENIX)

E ST MARYS WAY (PHOENIX)



To: Parks and Recreation Board

Date: February 27, 2025

From: Cynthia Aguilar, Director

Subject: SPONSORSHIP AGREEMENT WITH INTEGRITY FOUNDATION FOR
TELEPHONE PIONEER PARK PLAYGROUND EQUIPMENT PROJECT

This report requests authorization from the Parks and Recreation Board (Board) to approve a sponsorship agreement between the City of Phoenix Parks and Recreation Department (Department) and the Integrity Foundation (Sponsor) for the purchase and installation of new playground equipment at Telephone Pioneer Park.

BACKGROUND

The Integrity Foundation is dedicated to serving communities by connecting individuals with opportunities that promote vibrant and sustainable neighborhoods. Through this partnership, Integrity Foundation will contribute \$200,000 toward purchasing playground equipment for Telephone Pioneer Park, located at 1946 W. Morningside Drive.

The Department will be responsible for overseeing the planning, installation, and overall management of the project. Integrity Foundation will provide up to 150 adult volunteers for installation activities and will collaborate with the Department to ensure the successful completion of the playground equipment.

DISCUSSION

The sponsorship agreement (**Attachment A**) outlines the terms of the partnership, including:

- The Integrity Foundation's financial contribution of \$200,000 for playground equipment.
- The Department's role in managing the project, selecting vendors, and ensuring proper installation and maintenance of the equipment.
- Volunteer engagement from Integrity Foundation to support installation efforts.
- Recognition of the Integrity Foundation's contribution through signage at the playground equipment and other mutually agreed-upon materials.

- Agreement on warranty coverage, with the Department responsible for securing manufacturer warranties.
- Provisions for potential project delays due to unforeseen circumstances such as weather conditions.

This project is scheduled to take place in late March or early April 2025, with a final completion deadline of December 31, 2025.

Per Parks and Recreation Board Sponsorship Policy 3-11, the Board must approve any sponsorship exceeding \$5,000 (**Attachment B**).

RECOMMENDATION

Staff request authorization from the Board to approve a sponsorship agreement between the City of Phoenix Parks and Recreation Department and the Integrity Foundation for the purchase and installation of new playground equipment at Telephone Pioneer Park.

Prepared by: Todd Shackelford, Parks and Recreation Deputy Director

Approved by: Martin Whitfield, Parks and Recreation Assistant Director

SPONSORSHIP AGREEMENT

This Agreement is made on the ____ day of February, 2025, between City of Phoenix Parks and Recreation Board and its Parks and Recreation Department ("Department") and the Integrity Foundation ("Sponsor" or "Integrity").

RECITALS

The Sponsor is engaged in the business referred to in Item 3 of Attachment A, hereafter referred to as the "Schedule" (Description of Sponsor's Business Activities) and, at the request of the Department, has agreed to provide the Sponsorship set out in Item 4 of the Schedule (Details of Sponsorship), subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. TERM

- 1.1 The term of the Sponsorship shall be for the period set out in Item 4(c) of the Schedule (Term of Sponsorship), unless otherwise extended or terminated in accordance with this Agreement.

2. SPONSORSHIP FEE/PRODUCT

- 2.1 In consideration of the grant of Sponsorship Rights under this Agreement, the Sponsor shall pay and/or provide to the Department, for the term of this Agreement, the sponsorship fee and/or product(s) referred to in Item 4(b) of the Schedule (Sponsorship Fee/Product) at the times and in the manner referred to in that Item.
- 2.2 The Sponsorship Fee/Product shall be the entire amount payable or provided to the Department under this Agreement.
- 2.3 The Department shall only use the Sponsorship Fee/Product for the sponsored activity referred to in Item 4(a) of the Schedule (Sponsored Activity) in a manner consistent with the reasons referred to in Item 4(a) of the Schedule (Sponsorship Rationale).
- 2.4 Should the Sponsorship Fee/Product not be fully used on the Sponsored Activity; the Department shall immediately notify the Sponsor of the balance of the unused Sponsorship Fee/Product and shall comply with the Sponsor's directions concerning the use of the unused Sponsorship Fee/Product.

3. SPONSORSHIP RIGHTS

- 3.1 The Department grants to the Sponsor the non-exclusive sponsorship rights set out in Item 5 of the Schedule (Rights of Sponsor) for the term of this Agreement.
- 3.2 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor under Item 5 of the Schedule (Rights of Sponsor) shall first be approved by the City of Phoenix Parks and Recreation Director or designee.
- 3.3 The Department shall, whenever the Sponsored Activity is publicized, acknowledge the Sponsor in accordance with the recognition rights specified in Item 6 of the Schedule (Recognition of Sponsor).

4. USE OF SPONSOR'S NAME AND/OR LOGO

- 4.1 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Department in respect to the Sponsored Activity shall acknowledge the Sponsor in a manner agreed to by both parties.
- 4.2 The Department shall immediately, on the termination or expiration of this Agreement, cease to use or otherwise refer to the Sponsor's name and/or logo except to the extent otherwise authorized by law or agreement.

5. USE OF THE CITY'S NAME AND/OR LOGO

- 5.1 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor in respect of the Sponsored Activity shall acknowledge the Phoenix Parks and Recreation Department, in a manner agreed to by all parties.
- 5.2 The Sponsor shall immediately, upon the termination or expiration of this Agreement, cease to use or otherwise refer to any and all of the City of Phoenix/Phoenix Parks and Recreation Department name(s) and/or logo(s) in any manner that could imply that the Sponsorship under this Agreement is still in effect.

6. USE OF DONATIONS; RESTRICTIONS

- 6.1 The Sponsorship Fee is a donation to help fund the design and construction of the Sponsored Activity as described in Attachment A, Item 4(a). Sponsor's role is limited strictly to the terms set forth on Attachment A. The City is the owner of the Park, and it or its contractors will be responsible for the design, construction, and maintenance of the Sponsored Activity subject to the Sponsor's rights set forth on Attachment A.

7. BREACH AND TERMINATION

- 7.1 If either party materially breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defaulting party within thirty (30) days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.

Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case the Department shall refund to Integrity any amounts paid to the Department. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.

- 7.2 The Department may terminate the Agreement immediately if any of the following events occur:
- (a) The Sponsor is wound up or dissolved, becomes insolvent or enters into an agreement with its creditors, or if a receiver, manager or liquidator is appointed in respect of the Sponsor.
 - (b) The Sponsor's business operations or the business or activities of any associated company are contrary to any City of Phoenix policy(ies).
- 7.3 If this Agreement is terminated, the Sponsor shall not be required to pay any unpaid installments of the Sponsorship Fee/Product.
- 7.4 The expiration or termination of this Agreement shall not prevent either party from taking action to enforce a term or condition of this Agreement in respect of any breach occurring prior to such expiration or termination.
- 7.5 This Agreement is subject to cancellation by the City of Phoenix pursuant to the provisions of A.R.S. Section 38- 511.

8. NOTICES

- 8.1 Unless otherwise directed in writing, notices, reports, and payments shall be delivered to the Department at the following address:

Parks and Recreation Director
Phoenix Parks and Recreation Department
200 W. Washington St, 16th Floor
Phoenix, AZ 85003

and to the Sponsor at the address and e-mail address referred to in Item 2 of the Schedule (Address of Sponsor).

- 8.2 A notice forwarded by e-mail shall be deemed to be received by the addressee when recorded by read receipt.

9. AMENDMENTS TO AGREEMENT

- 9.1 Any amendment to this Agreement shall only be valid if the amendment is in writing and signed by both parties.

10. ASSIGNMENT

- 10.1 Neither party shall transfer, change or purport to assign, transfer or change this Agreement or any of its rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld.

11. CHARITABLE CONTRIBUTION

- 11.1 Department will reasonably cooperate with Sponsor to document Sponsor's charitable contribution as may be required for federal or state income and property tax purposes.

12. GOVERNING LAW

- 12.1 This Agreement shall be governed by and construed under the laws of the State of Arizona, excluding its choice of law principles. Any litigation arising out of this Agreement shall be commenced and maintained in a court of competent jurisdiction sitting in Maricopa County, Arizona.

13. ENTIRE AGREEMENT

- 13.1 This Agreement constitutes the entire agreement of the parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the parties, regarding the subject matter herein.

DRAFT

EXECUTED by the parties on the date first written above.

ON BEHALF OF PHOENIX PARKS AND RECREATION BOARD

Signature

Cynthia Aguilar
Parks and Recreation Director

Date

SPONSOR

Integrity Foundation
Organization

Signature

Mary Elyse Farah

Printed Name

President

Title

Date

APPROVED AS TO FORM

ATTEST

City Attorney

City Clerk

Acting

ATTACHMENT A - SCHEDULE

1. **NAME OF SPONSOR**

Integrity Foundation

2. **ADDRESS OF SPONSOR**

1445 Ross Ave, Fl 40, Dallas, Texas 75202

foundation@integrity.com

3. **DESCRIPTION OF SPONSOR'S BUSINESS ACTIVITIES**

The Integrity Foundation mobilizes its partner, employee, customer and carrier networks to serve individuals and communities with a spirit of abundance, connecting people with opportunities that protect life, health and wealth and which promote vital, vibrant and sustainable communities.

4. **DETAILS OF SPONSORSHIP**

(a) Sponsored Activity

The Integrity Foundation ("Integrity") is pleased that the City of Phoenix Parks and Recreation Board and its Parks and Recreation Department ("Department") has agreed to collaborate on the creation of a new playspace at Telephone Pioneer Park (the "Project") as described below.

- (i) **Project Management.** Integrity and the Department shall partner on the overall management and execution of the Project. The Department shall supervise the planning and installation of the playspace. Integrity and the Department will oversee other project milestones including presenting playspace designs, convening committee conference calls, assuring that the necessary materials, tools and equipment are on hand and managing the playspace installation event, which is scheduled to occur in late March or early April 2025 or by December 31, 2025.
- (ii) **Vendors.** The Department shall select and manage vendors that will provide necessary equipment for the playspace (e.g., surfacing, playspace equipment, peripheral projects, landscaping, etc.). The Department shall use commercially reasonable efforts to guard against any loss to Integrity through the failure of suppliers to properly honor their commitments, and Integrity shall not be held responsible for any such failure on their part.
- (iii) **Warranty.** The Department will obtain warranties from all playspace manufacturers that all equipment meets or exceeds current government-approved safety standards. Department agrees that Integrity has not made nor is it in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any playspace equipment, including without limitation the quality, mechanical condition or fitness for a particular purpose of the playspace equipment. Any and all warranties and/or guarantees on playspace equipment are subject to the respective manufacturers' terms and therefore, the

Department agrees to look solely to such manufacturers for any such warranty and/or guarantee.

- (iv) **Volunteers.** For the Project, Integrity shall engage no more than one hundred fifty (150) adult volunteers, each of whom shall sign a waiver in the form attached hereto as Attachment B, to participate in preparation and installation activities for the Project; it being understood and agreed that if Integrity fails to engage volunteers, then any failure to complete the Project shall not constitute a breach of this Agreement by Integrity, and the Department shall be responsible for any reasonable incremental costs incurred to complete the Project, provided before incurring any such additional costs, the Department will meet with Integrity to discuss any remaining steps necessary to complete the Project and estimated costs.
- (v) **Additional Materials.** If the Department decides to purchase additional equipment to supplement materials for the Project, then the Department is responsible for paying for the materials directly. The Department will hold Integrity harmless of any payments or liability with respect to such additional items ordered.
- (vi) **Build Week Postponement.** The Project shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playspace. The Department agrees to work cooperatively with Integrity to reach a mutual decision regarding any such postponement. In the event that the Project is postponed, the Department and Integrity shall develop a plan for rescheduling the Project at the next earliest date possible for each party. The Department shall be responsible for all additional expenses related to the rescheduled Project, including, without limitation, equipment, labor and materials, storage and expenses.

(b) Sponsorship Fee

Integrity agrees to contribute to the Department the amount of \$200,000, to purchase playspace equipment for the Project.

(c) Term of Sponsorship

The sponsorship will remain in effect for the useful life of the playspace equipment as reasonably determined by the Department.

5. RIGHTS OF SPONSOR

The Integrity name and logo will appear on the permanent playspace site sign and on certain materials developed jointly by the Department and Integrity pertaining to the Project in a manner mutually agreed upon by the parties. Integrity may post banner(s) with the Integrity name and logo at the Project site for Playspace build week events.

6. RECOGNITION OF SPONSOR

The Integrity name and logo will appear on the permanent playspace site sign and on certain materials developed jointly by the Department and Integrity pertaining to the Project in a manner mutually agreed upon by the parties. Integrity may post banner(s) with the Integrity name and logo at the Project site for Playspace build week events.

Attachment B: CITY OF PHOENIX – WAIVER AND RELEASE OF ALL CLAIMS

Name Activity Here:

☐ Includes Motor Vehicle Transportation

Please Read Carefully

In exchange for me or my child being allowed to participate in the above listed activity, I hereby for myself, my child, my heirs and assigns, agree to waive, release and forever discharge any and all claims, rights and causes of action against the City of Phoenix, its officers, officials, employees, agents and volunteers (the "City"), for injury or damage caused or alleged to be caused in whole or in part by the negligence of the City. I understand that this means that I will not make any claims against or sue the City of Phoenix, its agents or employees, for injuries or damage sustained by me or my child. I recognize that this means I will not recover any money from the City of Phoenix, its agents or employees, for injuries or damage sustained by me or my child.

I recognize that the negligence of the City of Phoenix may include, but is not limited to, acts or failure to act regarding facilities and equipment maintenance, field design, construction, instructions of City personnel, interpretation and enforcement of rules, provision of medical or emergency medical assistance, inattention, and supervision of participants and their surrounding environment.

I recognize that injuries and damage may be caused by any of the following: falling; tripping; being pushed; running; sliding; exposure to bodily fluids, infection or disease; bodily reactions to insect or animal bites, food or materials used in the activity; striking or being struck by another individual; equipment used in the activity; a condition of the land or building where the activity is located; drowning; criminal acts of known or unknown persons; an error in administering first aid; or by a motor vehicle accident; and other similar acts, incidents or conditions.

The type of injuries may range from minor injuries and fractures to paralysis, brain damage and death.

I understand and expressly agree that this waiver and release of all claims is intended to be as broad and inclusive as permitted by the laws of Arizona. If any portion of this waiver is held invalid, I agree that the remainder shall continue in full force and effect.

Also, and in addition to the above waiver and release, I understand and voluntarily assume all risks associated with my child's or my own participation in this activity. I (or my child) am physically capable of participating in this activity. I (or my child) have the necessary degree of skill, training, experience or ability to participate at the level I choose. I do not expect the City to coach, manage, instruct or train me (or my child). I understand that the City does not carry insurance to cover participants, and that there would be an increase in the activity fee if the City were to provide insurance.

I state that I have carefully read and fully understand the meaning of this waiver and release of all claims, and that I have voluntarily signed below.

Print/Type Participant Name

Today's Date

Participant's Address

Participant's Signature

TO BE COMPLETED IF PARTICIPANT IS UNDER THE AGE OF EIGHTEEN (18) YEARS:

I am the parent, legal guardian or custodian of the child identified above. I understand and agree to the above waiver and release of all claims, and agree to be bound by its terms, for myself and on behalf of the child named below, and our heirs and assigns.

Child's Date of Birth

Today's Date

Print/Type Parent/Guardian's Name

Parent/Guardian's Signature

SEE REVERSE SIDE FOR SPANISH TRANSLATION

NOTE: PARTICIPANT OR GUARDIAN MUST SIGN THE ENGLISH SIDE OF FORM

CIUDAD DE PHOENIX – RENUNCIA Y LIBERACIÓN DE TODO RECLAMO

**Esta traducción al español se provee como una cortesía y para su conveniencia.
El documento en inglés será el documento que regirá todo aspecto referente a interpretación
de cuestiones legales.**

**Actividad _____
(Por favor lea con suma atención)**

A cambio de permitirme a mi y a mi hijo/a participar en la actividad arriba mencionada, yo, por la presente y por mi mismo, como así también en nombre de mis herederos y asignatarios, estoy de acuerdo en renunciar, liberar de responsabilidad y para siempre desistir de cualquier y todo reclamo, derecho y motivo de acción legal en contra de la Ciudad de Phoenix, sus oficiales, funcionarios, empleados, agentes y voluntarios (de aquí en más conocido como la "Ciudad"), por heridas o daños causados o presuntamente causados, parcialmente o en su totalidad, por negligencia de la Ciudad. Entiendo que no podré presentar un reclamo en contra de la Ciudad ni podré iniciar una demanda en contra de la Ciudad de Phoenix, sus agentes o empleados, por heridas o daños que yo o mi hijo/a pudiéramos sufrir. Reconozco que esto quiere decir que no podré cobrar dinero alguno proveniente de la Ciudad de Phoenix, sus agentes y empleados, por heridas o daños que yo o mi hijo/a pudiéramos sufrir.

Reconozco que la negligencia por parte de la Ciudad de Phoenix puede incluir, pero no se limita a actos o falta de acción referente al mantenimiento de instalaciones y equipo, diseños de campo, construcción, instrucciones del personal de la Ciudad, interpretación y cumplimiento de las reglas, provisión de asistencia médica o asistencia médica de emergencia, falta de atención y supervisión de los participantes y del medio ambiente que los rodea.

Reconozco que los daños y heridas pueden ser causados por cualquiera de los siguientes motivos: caídas; tropezones; sostener un empujón, correr, deslizamientos, estar expuesto a fluidos corporales, infecciones o enfermedades, reacciones del cuerpo ante picaduras de insectos o mordeduras de animales, alimentos o materiales usados en la actividad, golpear o ser golpeado/a por otro individuo, equipo usado en la actividad, una condición del terreno o del edificio en el cual se desarrolla la actividad, ahogos, actos criminales aún cuando no se sabe quien cometió el acto, errores en la administración de primeros auxilios, o por un accidente de un vehículo automotor, como así también otros actos, incidentes o condiciones similares.

El tipo de herida puede variar en seriedad: desde heridas menores y fracturas, hasta parálisis, daño cerebral y la muerte.

Entiendo y estoy expresamente de acuerdo que es intención de esta renuncia y liberación de todo reclamo ser lo más amplia y completa posible dentro de los límites permitidos por las leyes del Estado de Arizona. En el caso de que se acordase que alguna parte de esta renuncia no fuera válida, estoy de acuerdo en que el resto de esta renuncia no perderá su efecto legal y seguirá siendo de cumplimiento obligatorio.

Además de la renuncia y liberación descrita más arriba, entiendo y voluntariamente acepto todo riesgo asociado con mi participación o la participación de mi hijo/a en esta actividad. Yo (o mi hijo/a) soy/es físicamente capaz de participar en esta actividad. Yo (o mi hijo/a) cuento/a con la habilidad necesaria, entrenamiento, experiencia y capacidad para participar al nivel que yo seleccione. No espero que la Ciudad me entrene, administre, instruya o capacite (o a mi hijo/a). Entiendo que la Ciudad no cuenta con seguro para cubrir a los participantes y que habría un aumento en el costo de la actividad si la Ciudad proporcionase seguro contra riesgos.

Declaro que he leído cuidadosamente y entiendo completamente el significado de esta renuncia y liberación de reclamo y que he firmado voluntariamente la versión en inglés de este documento.

"La Renuncia requiere que usted escriba en letra de molde o a máquina el nombre del/la participante, su domicilio y la fecha del día de hoy y que lo firme como el/la participante. Si el/la participante es menor de dieciocho (18) años de edad, entonces su padre/madre/guardián debe leer y completar la siguiente sección."

A COMPLETAR SI EL/LA PARTICIPANTE ES MENOR DE DIECIOCHO (18) AÑOS DE EDAD:

Yo soy el/ padre/la madre/ guardián del menor identificado/a arriba. Entiendo y acepto la renuncia y liberación de todo reclamo mencionado anteriormente y acepto cumplir con todas las provisiones, tanto en mi nombre como en nombre de mi hijo/a nombrado/a, así como en nombre de nuestros herederos y asignatarios.

"Esta sección requiere que el padre/la madre/ guardián escriba en letra de molde o a máquina la fecha de nacimiento de su hijo/a, el nombre del padre/ la madre / guardián y la fecha del día de hoy. El padre/la madre/ guardián debe firmar la Renuncia."

**City of Phoenix
Parks and Recreation Board Policy**

Number 3.11	Sponsorship Policy	Adopted: 2/25/2021
		Revised: 8/31/2023

1.0 PURPOSE

This policy and its guidelines and procedures are intended to guide the Parks and Recreation staff and any partner organization responsible for engaging in sponsorship activities in public parks and preserves.

2.0 BACKGROUND

The City of Phoenix and its residents pride themselves on their extensive park and recreation system. Now, financial and in-kind support is even more critical as the investment needed to sustain and expand parks, facilities, and programs continues to increase. Like other Park and Recreation Departments across the nation, the Phoenix Parks and Recreation Department (Department) is pursuing more sophisticated business partnerships, in the form of event, program, project, and facility/amenity sponsorships. These mutually beneficial business agreements provide an important marketing venue for partners and an opportunity for them to align themselves with the Department's public mission. In turn, the City can build new and exciting programs and places while sustaining the Phoenix Parks system.

Note: This policy does not apply to Margaret T. Hance Park. Hance Park sponsorships are guided by Parks and Recreation Board (Board) Policy 2.10, Hance Park Sponsorship Policy.

3.0 DEFINITIONS

3.1 Sponsorship. Sponsorship is financial or in-kind support from a for-profit or non-profit entity for a specific program, event, project, or site, and for a specific period of time, in exchange for tangible and intangible benefits to the sponsor. For the sponsor that can include but is not limited to:

- a) marketing opportunities (product promotion and temporary advertising) on City property,
- b) authorization by the Department for the business to promote its investment with the Department, and association with Department programs, and
- c) name association ("name title") for an event or program. Sponsorship is a negotiated business agreement between the sponsor and the Department.

3.1.1 Any naming rights must comply with Parks and Recreation Board Policy 3.3, Park Naming

3.2 Gift/Donation. Any donation must comply with the Parks and Recreation Board Policy on Donations. A gift or donation is a freely given donation of goods, cash, or real property to the Department, with no expectation of return or "condition" to the gift. Gifts may be designed for a specific purpose or may be general in nature. Recognition for donations is determined by the City.

3.3 Advertising. Advertising is the physical signage created by the sponsoring entity (usually placed in designated, purchased space) to promote a product. Advertising generally is not allowed in designated flatland parks, mountain preserves, natural areas, outside recreation facilities, or outside other park buildings. The permanent placement of a corporate logo, brand, or product placement in a public park or facility is considered advertising and not allowed unless approved by the Board.

3.4 Temporary Advertising. Temporary advertising is the temporary display of corporate logos, branding, or advertising copy at a Department approved event or on collateral materials associated with an event or program.

3.5 Events. Events are one-time activities for the public organized or facilitated by the Department and held on City property that generally last less than a week.

3.6 Projects. Projects are one-time Departmental efforts, often with a physical improvement project as the result.

3.7 Programs. Programs are on-going, organized activities led by the Department for the public and generally involve staff supervision.

3.8 Sites. Sites are specific places, varying in scale from individual features or areas within a park or recreation center.

3.9 Marketing benefits. These are opportunities given to the sponsor to have their branding, their products, their name and logo given temporary visibility on City property or materials. The details of those opportunities are specific to each sponsorship, detailed in the agreement, and must meet City laws and Departmental policies.

4.0 SPONSORSHIP CATEGORIES

4.1 Sponsorships are appropriate for four broad types of Department activities and places:

4.1.1 Event Sponsorship. Event sponsorship is the financial or in-kind support for a Department organized event on City property. An event includes a one-time occasion and usually lasts less than a week. Sponsors may be recognized with anything relating to the event. Depending upon the details of the agreement, the sponsor's

name may be directly associated with the event (e.g. "title" sponsorship) and the sponsor may have a variety of temporary advertising and marketing opportunities.

4.1.2. Project sponsorship. Project sponsorship is financial or in-kind support of a specific Department project which is usually a one-time effort and results in a physical improvement. Projects may vary in size and scope such as a sponsorship of a piece of skate park equipment or a multi-million corporate sponsorship for a playground or community center. Depending upon the details of the agreement, the sponsor's name and logo could be attached directly to the product along with other marketing opportunities.

4.1.3 Program Sponsorship. Program sponsorship is financial or in-kind support of a Department led program for the public. A program includes a series of on-going activities (e.g., youth sports leagues, after-school programs, or special interest classes) organized by the Department. Recognition of the sponsor may continue throughout and after the program's duration. Depending upon the details of the agreement, a sponsor's name can be associated directly with the program.

4.1.4 Site Sponsorship. Site sponsorship is financial or in-kind operating support of a specific Department place or feature (e.g. a community garden, dog park, a new playground). Marketing opportunities and recognition of the sponsorship are negotiated in the agreement.

Note: A sponsorship may fall into more than one category. For example, the AARP Fit Lot sponsorship resulted in a physical facility (Fit Lot) and programming.

4.2 This policy also impacts several partner relationships:

4.2.1 Community sports teams. These sponsorship policies do not apply to teams and leagues that often solicit their own sponsorship and enter into private agreements. However, written approval must be obtained from the Department for any public display within parks and recreation facilities of private sponsorships (e.g. banners, flags, signs), except for team uniforms.

4.2.2 Concessionaires. Some City facilities are operated by private Concessionaires such as golf course food and beverage areas, sports complex fixed concessions, etc. As private entities, these Concessionaires are permitted to obtain corporate sponsorships as they relate to their operation. However, any marketing materials displayed outside of the physical boundary of the Concession site but within a park must be approved by the Department.

4.2.3 Non-profit partners/Cultural Institutions. Associated park conservancies, foundations, and non-profit organizations are under long term agreements to provide services in specific parks (e.g. Phoenix Zoo, Desert Botanical Garden, Japanese Friendship Garden, Tovrea-Carraro Society, Grant Park Barrio Youth Project Corporation). The level of management responsibility by the group for the specific park is detailed in each individual agreement with the City. Most of these groups will be implementing their own sponsorship, gift, and naming efforts. These individualized plans must meet Departmental and City policies.

5.0 GUIDELINES FOR ACCEPTING SPONSORSHIPS

5.1 A sponsorship is an opportunity to enhance parks and recreation services as long as the sponsorships are consistent with City and Department policies and regulations; respect the aesthetic of public spaces; and reaffirm the Department's mission and core services. In considering any proposal for sponsorship of a Department activity or place by a sponsor, the following guidelines should be considered individually and collectively:

5.1.1 The Sponsor's products, services, and marketing goals are compatible with the Department's mission, values, and policies, and with City policies, laws, rules, and regulations.

5.1.2 The proposed sponsorship enhances current priorities, programs, and core services of the Department.

5.1.3 The conditions of the sponsorship (especially in terms of marketing benefits and temporary advertising) shall not compromise the design standards, visual integrity of the parks and recreation facilities, or the experience of park users.

5.1.4 The sponsorship shall not commit the Department to additional operating and maintenance responsibilities and costs, unless approved by the Director.

5.1.5 The Parks and Recreation Director (Director) or designee has concluded that the tangible and in-tangible benefits are balanced for both the sponsor and the Department.

5.1.6 The sponsorship does not create any conflict of interest for the Department or City.

5.1.7 The Sponsor must be in good financial standing with any previous sponsorships with the City or the Department.

5.1.8 Any costs associated with the sponsorship shall be borne by the sponsor, unless otherwise approved by the Director or designee.

5.1.9 Sponsorships will not result in any loss of Department jurisdiction or authority.

5.2 The following industries and products are not eligible for sponsorships: companies whose business is substantially derived from the sale of alcohol, tobacco, firearms or pornography; sexually oriented businesses; religious and political organizations; and may only be eligible for sponsorship with written authorization from the Director.

6.0 SPONSORSHIP DEVELOPMENT PROCEDURES

6.1 The details of any sponsorship with a cash or in-kind value of more than \$5000, are contained in the Sponsorship Proposal which must accompany each request for sponsorship and be submitted to the Director or designee.

6.1.1 This Proposal shall include the contract relationship; the proposed term; description benefits to the sponsor and the Department, any naming rights requested, proposed fees, commissions, and/or in-kind services provided to the Department.

- a) The value of the sponsorship should have a direct relationship with the sponsorship's term. No sponsorship shall have a term of more than twenty-five (25) years. A general guideline would be one (1) year of sponsorship for every \$1000 of cash or documented in-kind value.

6.2 The Department will review all sponsorship proposals and will make a recommendation to the Director whether to proceed with the development of a Sponsorship Agreement (attached). All such proposals will be reviewed and decided within 30 business days of submittal.

6.2.1 The Sponsorship Agreement will include the contract relationship; the term; description of fees, commissions, and/or in-kind services provided to the Department; the marketing rights and benefits provided to the sponsor; and termination provisions. All contractual language will be consistent with applicable City policies and ordinances and good business practices.

6.2.2 For all sponsorships, the Department will negotiate and develop the Sponsorship Agreement. The Director or designee must obtain Board approval before the sponsorship may be executed.

6.3 The Sponsorship Agreements are managed and tracked by the Parks and Recreation Department/Management Services Division.

7.0 NAMING RIGHTS, SIGNAGE AND RECOGNITION

7.1 Only project sponsorships that meet or exceed the cost of all design, construction, installation, permitting, any other direct or indirect costs associated with the project will be considered for naming recognition under this Policy.

7.1.1 The Sponsor shall agree to bear all costs associated with naming including but not limited to signage, displays, labeling and shall, from time to time, in the judgment of

the Department, agree to fund major maintenance or replacement of the sponsor recognition during the term of the Sponsor agreement.

7.2 Naming recognition applies only to the project and is never to be applied to the name of the park. All policies related to park naming are contained in Board Policy 3.3, Park Naming. The Sponsor shall have the right to recommend any naming recognition, to the Director, who shall have the authority to grant approval in accordance with Parks Board Naming policy. All proceeds and other monetary benefits received from any sponsorship shall be deposited into the Parks Donation Account or another appropriate account as determined by the Director or designee.

7.2.1 The Parks and Recreation Director, upon approval of a sponsor naming, will notify the Parks and Recreation Board, City Council and City Manager's designee.

7.2.2 These naming recognition rights, as defined in 7.1 and 7.2 shall operate as set forth in the contract terms of the Sponsorship Agreement.

7.2.3 Upon expiration of the term of the Sponsorship Agreement without extension or amendment, such naming rights shall then be transferred to the Parks and Recreation Board.

7.3 The sponsor name given to the Park component or area shall not include any reference to any proper geographic name unless such reference is to "Phoenix" or the 'City of Phoenix'. The City reserves the right to require renaming if a named corporation or organization, ceases to exist or if a named corporation, organization, or individual is conclusively linked to a felony conviction.

7.4 All designs and displays in connection with naming rights will be approved by the Director in consultation with any appropriate park designer, architect or landscape architect involved in project management of the sponsored project.

7.5 Sponsors are not permitted to use any City Mark, the use of which is governed by the Phoenix City Council, including but not limited to the seal, municipal flag, municipal standard, municipal pennant, and municipal badge of the City.

7.5.1 Prior written approval to use the City's marks must be obtained from the Parks and Recreation Director, which shall not be unreasonably withheld.

SPONSORSHIP AGREEMENT

This Agreement is made on the _____ day of _____, 20____, between City of Phoenix Parks and Recreation Board (Board) and its Parks and Recreation Department (Department) and _____ (Sponsor).

RECITALS

The Sponsor is engaged in the business referred to in Item 3 of Attachment A, hereafter referred to as the "Schedule" (Description of Sponsor's Business Activities) and, at the request of the Department, has agreed to provide the Sponsorship set out in Item 4 of the Schedule (Details of Sponsorship), subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. TERM

- 1.1 The term of the Sponsorship shall be for the period set out in Item 4(c) of the Schedule (Term of Sponsorship), unless otherwise extended or terminated in accordance with this Agreement.

2. SPONSORSHIP FEE/PRODUCT

- 2.1 In consideration of the grant of Sponsorship Rights under this Agreement, the Sponsor shall pay and/or provide to the Department, for the term of this Agreement, the sponsorship fee and/or product(s) referred to in Item 4(b) of the Schedule (Sponsorship Fee/Product) at the times and in the manner referred to in that Item.
- 2.2 The Sponsorship Fee/Product shall be the entire amount payable or provided to the Department under this Agreement.
- 2.3 The Department shall only use the Sponsorship Fee/Product for the sponsored activity referred to in Item 4(a) of the Schedule (Sponsored Activity) in a manner consistent with the reasons referred to in Item 4(a) of the Schedule (Sponsorship Rationale).
- 2.4 Should the Sponsorship Fee/Product not be fully used on the Sponsored Activity; the Department shall immediately notify the Sponsor of the balance of the unused Sponsorship Fee/Product and shall comply with the Sponsor's directions concerning the use of the unused Sponsorship Fee/Product.

3. SPONSORSHIP RIGHTS

- 3.1 The Department grants to the Sponsor the non-exclusive sponsorship rights set out in Item 5 of the Schedule (Rights of Sponsor) for the term of this Agreement.
- 3.2 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor under Item 5 of the Schedule (Rights of Sponsor) shall first be approved by the City of Phoenix Parks and Recreation Director or designee.

- 3.3 The Department shall, whenever the Sponsored Activity is publicized, acknowledge the Sponsor in accordance with the recognition rights specified in Item 6 of the Schedule (Recognition of Sponsor).

4. USE OF SPONSOR'S NAME AND/OR LOGO

- 4.1 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Department in respect to the Sponsored Activity shall acknowledge the Sponsor in a manner agreed to by both parties.
- 4.2 The Department shall immediately, on the termination or expiration of this Agreement, cease to use or otherwise refer to the Sponsor's name and/or logo except to the extent otherwise authorized by law or agreement.

5. USE OF THE CITY'S NAME AND/OR LOGO

- 5.1 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor in respect of the Sponsored Activity shall acknowledge the Phoenix Parks and Recreation Department, in a manner agreed to by all parties.
- 5.2 The Sponsor shall immediately, upon the termination or expiration of this Agreement, cease to use or otherwise refer to any and all of the City of Phoenix/Phoenix Parks and Recreation Department name(s) and/or logo(s) in any manner that could imply that the Sponsorship under this Agreement is still in effect.

6. USE OF DONATIONS; RESTRICTIONS

- 6.1 The Sponsorship Fee is a donation to help fund the design and construction of the Sponsored Activity as described in Attachment A, Item 4(a). Sponsor's role is limited strictly to the donation of funds. The City is the owner of the Park, and it or its contractors will be responsible for the design, construction, and maintenance of the Sponsored Activity.

7. BREACH AND TERMINATION

- 7.1 If either party breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defaulting party within fourteen (14) days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.
- 7.2 The Department may terminate the Agreement immediately if any of the following events occur:
- (a) The Sponsor is wound up or dissolved, becomes insolvent or enters into an agreement with its creditors, or if a receiver, manager or liquidator is appointed in respect of the Sponsor.
 - (b) The Sponsor's business operations or the business or activities of any associated company are contrary to any City of Phoenix policy(ies).

(c) The Department determines that for whatever reason it should no longer use the Sponsorship Fee/Product or be associated with the Sponsor.

7.3 If this Agreement is terminated, the Sponsor shall not be required to pay any unpaid installments of the Sponsorship Fee/Product.

7.4 The expiration or termination of this Agreement shall not prevent either party from taking action to enforce a term or condition of this Agreement in respect of any breach occurring prior to such expiration or termination.

8. NOTICES

8.1 Unless otherwise directed in writing, notices, reports, and payments shall be delivered to the Department at the following address:

Parks and Recreation Director
Phoenix Parks and Recreation Department
200 W. Washington St, 16th Floor
Phoenix, AZ 85003

and to the Sponsor at the address and e-mail address referred to in Item 2 of the Schedule (Address of Sponsor).

8.2 A notice forwarded by e-mail shall be deemed to be received by the addressee when recorded by read receipt.

9. AMENDMENTS TO AGREEMENT

9.1 Any amendment to this Agreement shall only be valid if the amendment is in writing and signed by both parties.

10. ASSIGNMENT

10.1 Neither party shall transfer, change or purport to assign, transfer or change this Agreement or any of its rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld.

11. CHARITABLE CONTRIBUTION

11.1 Board will reasonably cooperate with Sponsor to document Sponsor's charitable contribution as may be required for federal or state income and property tax purposes.

12. GOVERNING LAW

12.1 This Agreement shall be governed by and construed under the laws of the State of Arizona, excluding its choice of law principles. Any litigation arising out of this Agreement shall be commenced and maintained in a court of competent jurisdiction sitting in Maricopa County, Arizona.

13. ENTIRE AGREEMENT

13.1 This Agreement constitutes the entire agreement of the parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the parties, regarding the subject matter herein.

EXECUTED by the parties on the date first written above.

ON BEHALF OF PHOENIX PARKS AND RECREATION BOARD

Signature

(insert director name)
Parks and Recreation Director

Date

SPONSOR

(insert company name)

Organization

Signature

Printed Name

Title

Date

APPROVED AS TO FORM

ATTEST

Acting City Attorney

City Clerk

ATTACHMENT A - SCHEDULE

1. NAME OF SPONSOR

(Insert name of company or name of individual.)

2. ADDRESS OF SPONSOR

(If a corporate sponsor, insert address and e-mail of its registered office.)

3. DESCRIPTION OF SPONSOR'S BUSINESS ACTIVITIES

(Insert brief description.)

4. DETAILS OF SPONSORSHIP

(a) Sponsored Activity

(Insert brief description.)

Sponsorship Rationale

(Insert brief description.)

(b) Sponsorship Fee

(If money is payable, insert details of amount, installment schedule, etc.)

Sponsorship Product

(If goods are being supplied, insert description.)

(c) Term of Sponsorship

(date) to (date)

5. RIGHTS OF SPONSOR

(For example, the Sponsor is permitted to exhibit/promote their products.)

6. RECOGNITION OF SPONSOR

(For example, the Sponsor's name or logo is displayed at Hance Park by Phoenix Parks and Recreation. Include detail of recognition – where, size, term, etc.)



To: Parks and Recreation Board

Date: February 27, 2025

From: Cynthia Aguilar, Director

Subject: REQUESTS TO VEND IN CITY PARKS

This report requests Parks and Recreation Board (Board) approval of vending requests at upcoming events being held in City parks.

BACKGROUND

Phoenix parks are reserved throughout the year for various events. Many events are produced by an event coordinator or community partners, and some are public events sponsored by the Parks and Recreation Department. Some events are free to the public, while others require a registration fee. Some of the events charge booth entry fees to vendors who sell food and/or products to attendees. Producers who rent City parks and facilities are required to follow all City guidelines, including obtaining all applicable permits and licenses.

Vending, which is a typical component of events in parks, can also consist of selling admission, food and beverages, shirts or other concessions for fundraising purposes. Per Phoenix City Charter and Phoenix City Code 24-40, the board must approve commercial sales/vending in public parks. Each year, the Parks and Recreation Department brings the board an annual report requesting approval of all known requests for vending in parks; however, staff also receives requests for vending throughout the year, such as requests below, and brings them to the board for approval.

DISCUSSION

Holi-Festival of Colors - Paradise Valley Park (March 8, 2025)

The Holi – Festival of Colors will bring the community together for a vibrant celebration on Saturday, March 8, 2025, at Paradise Valley Park. With an anticipated 800 attendees throughout the event, the festival will feature 15-20 vendors offering a variety of prepared food, jewelry, clothing, and crafts, creating a lively and immersive experience.

Cowtown After Party – Margaret T. Hance Park (March 22, 2025)

The Cowtown After Party returns on March 22, 2025, as a premier event for the skateboarding community, held in conjunction with the PHXAM Contest at Desert West Skate Park. Showcasing global talent and providing a platform for emerging skateboarders, the event also serves as Cowtown Skateboards' sole annual fundraiser, with proceeds supporting youth and community programs.

For over 30 years, Cowtown has partnered with the City of Phoenix Parks and Recreation Department, beginning with fundraising efforts for Desert West Skate Park even before the organization's official founding. Today, Cowtown remains committed to fostering skateboarding culture and strengthening community engagement.

2025 Wine Growers Event-Margaret T. Hance Park (March 29, 2025)

The Arizona Wine Growers Association is a dedicated champion of growth, innovation, and opportunity across all facets of wine growing, production, and sales. On March 29, 2025, they will host a special event to showcase Arizona wines, bringing together local vineyard owners, grape growers, winemakers, and businesses.

This event is an excellent opportunity to celebrate Arizona's wine industry in such a vibrant location. The event will highlight the local wineries and benefit the nearby neighborhood by attracting visitors, boosting local businesses, and creating a lively community ambiance.

Brews in the Park- Margaret T. Hance Park (April 5, 2025)

On Saturday, April 5, the Hance Park Conservancy and Greenwood Brewing will host a special event celebrating fun in the sun at Hance Park. This festival combines community engagement with craft brewing, featuring artisanal beers from Greenwood Brewing, a woman-owned brewery based in Roosevelt Row.

Set against the backdrop of Hance Park's open green space, the event will offer a "backyard fun" atmosphere with local vendors, activities, and live music from local artists. Free to attend, this event invites the community to gather, socialize, and enjoy a vibrant day in the heart of the city.

RECOMMENDATION

Staff requests Board approval of vending requests at upcoming events being held in City parks.

Prepared by: Alonso Avitia, Deputy Director
Approved by: Martin Whitfield, Assistant Director



To: Parks and Recreation Board

Date: February 27, 2025

From: Cynthia Aguilar, Director

Subject: APPROVAL OF TELECOMMUNICATION LICENSE AT SOUTH
MOUNTAIN COMMUNICATION TOWERS TO SBA TOWERS XI, LLC

This report requests Parks and Recreation Board (Board) approval of a South Mountain Communications Site License to SBA TOWERS XI, LLC (SBA) due to an assignment of Agreement No. 134064 (the KTVW Agreement) from KTVW License Partnership, GP, DBA KTVW TV Channel 33 (KTVW).

BACKGROUND

The Parks and Recreation Department manages approximately 100 license agreements with telecommunication companies at South Mountain Park. These companies provide broadcast signal for television, radio, emergency broadcast and broadband services.

These non-governmental telecommunication companies are granted permission through their contract to transfer broadcast capability on a tower from one company to another and/or to sublease/license at their site. In October 2018, the Board approved the Parks and Recreation Director to approve contract transfers due to the frequency of these companies transferring licenses. However, all other contractual matters such as reassignment through a sale must still come to the Board for approval.

DISCUSSION

The City entered into the KTVW Agreement on July 1, 2012 on Site No. 15, to provide KTVW with access to, and operation of, certain electronic broadcasting and communications facilities at South Mountain Park. The KTVW Agreement does not create a lease, easement, or other estate or right in the park or any property.

On September 6, 2024, KTVW assigned its interest in the KTVW Agreement to SBA.

The City was notified of the SBA's purchase and assignment in October 2024. The account is up to date on monthly license fees to the City. The current license fee is \$4,401.31 per month.

Upon Board approval, staff will execute a new license agreement with SBA to reflect the assignment of the license to SBA. SBA's rate will start at the current rate of \$4,401.31 with an annual 3% escalator. The effective date will be on or around September 6, 2024, at the time SBA acquired the assignment, and the term of the agreement will remain in alignment with all South Mountain tower agreements and expire June 30, 2032.

RECOMMENDATION

Staff recommends Board approval of a South Mountain Communications Site License to SBA TOWERS XI, LLC (SBA) due to an assignment of Agreement No. 134064 (the KTVW Agreement) from KTVW License Partnership, GP, DBA KTVW TV Channel 33 (KTVW).

Prepared by: Theresa Faull, Deputy Director

Approved by: Brandie I. Barrett, Assistant Director



To: Parks and Recreation Board

Date: February 27, 2025

From: Cynthia Aguilar, Director

Subject: **WORK STUDY: PHOENIX TRAILS AND HEAT SAFETY**

This report provides the Parks and Recreation Board (Board) with information requested by the Board at the January 23, 2025 Work Study Session.

THIS ITEM IS FOR INFORMATION AND DISCUSSION.

BACKGROUND

On October 24, 2024, the Board received the annual update on the Phoenix Trails and Heat Safety Program. Based on the data presented, the Board unanimously approved modifying the program to include South Mountain Park/Preserve and adjusting trail closure hours to 8 a.m. – 5 p.m.

Additionally, the Board directed staff to conduct a public survey to gather feedback on two items: 1) if National Weather Service Excessive Heat Warning days are the appropriate indicator to implement trail closures, or if a specific temperature threshold should be used, and 2) the potential expansion of closure hours to begin at 7 a.m.

On January 23, 2025, the Board held a Work Study Session to review the program, revisit the Board's direction from the October 2024 meeting, and engage with staff and the public.

DISCUSSION

During the January 2025 Work Study Session, the Board requested follow-up information on several aspects related to Phoenix Trails and Heat Safety.

Board Request: An overview of the Trail Rating System, including trail classifications and ratings for Camelback Mountain, Piestewa Peak, and South Mountain.

In 2012, a standardized Trail Rating System was developed as part of a regional effort for trails in Maricopa County. This system uses international symbols and colors to indicate varying levels of trail difficulty, categorized into six tiers ranging from easiest to extremely difficult.

Trail Ratings for the 4.4 miles of trails at Camelback Mountain Preserve:

Camelback Mountain Preserve Trails by Difficulty		
Difficulty Rating	Symbol	Miles of Trails
Easiest	Green circle	0
Easy	White circle, green outline	0.8
Moderate	Blue square	0
Moderate/difficult	White diamond, blue outline	0
Difficult	Black diamond	0

Extremely Difficult	Double black diamond	2.6
<i>Nonrated climbing routes</i>	<i>n/a</i>	1.0
Total		4.4

Trail Ratings for the 44.3 miles of trails at Phoenix Mountains Preserve:

Phoenix Mountains Preserve Trails by Difficulty		
Difficulty Rating	Symbol	Miles of Trails
Easiest	Green circle	0
Easy	White circle, green outline	16.9
Moderate	Blue square	3.4
Moderate/difficult	White diamond, blue outline	21.8
Difficult	Black diamond	0
Extremely Difficult	Double black diamond	1.2
<i>Nonrated connector trails</i>	<i>n/a</i>	1.0
Total		44.3

Trail difficulty ratings for the 128.3 miles of trails at South Mountain Park:

South Mountain Park Trails by Difficulty		
Difficulty Rating	Symbol	Miles of Trails
Easiest	Green circle	0.4
Easy	White circle, green outline	10.9
Moderate	Blue square	46.8
Moderate/difficult	White diamond, blue outline	39.8
Difficult	Black diamond	16.4
Extremely Difficult	Double black diamond	7.5
<i>Nonrated connector trails</i>	<i>n/a</i>	6.5
Total		128.3

Board Request: A list of trails that remain open on designated trail closure days.

On designated heat closure days 142.6 miles of trails remain open. Most trails in the system are typically open for 18 hours per day, but on closure days, affected trails operate for nine hours and remain closed for the other nine. Exceptions include Camelback Mountain, which follows a sunrise-to-sunset schedule. The table below provides a detailed breakdown of trail locations and hours impacted by the current program.

Park Name	Miles Open from 8 a.m. to 5 p.m. on Heat Warning Days	Miles Closed from 8 a.m. to 5 p.m. on Heat Warning Days
Phoenix Mountains Preserve	43.1	1.2
South Mountain Park / Preserve	0	128.3
Phoenix Sonoran Preserve	54.1	0
Deem Hills	13.8	0
Papago Park	4.6	0
Reach 11	18.2	0
Rio Salado	8.7	0
Camelback Mountain	0	4.3
Total	142.6	133.8

Trails at South Mountain are typically open for 6,570 hours annually (18 hours per day, year-round). On National Weather Service (NWS) heat warning days, trails close for 9 hours, reducing availability by 50 percent on those days. Based on historical data from 2006 to 2024, the NWS issued an average of 21 heat warnings per year. In such a year, trails would remain fully open for 344 days and partially open for 21 days, resulting in 6,381 total open hours—approximately 97percent of the annual availability.

Board Request: Details on the location and complexities of mountain rescues conducted at South Mountain, including factors contributing to rescue operations.

Phoenix Fire Department mountain rescue data from 2021 to the present includes available patient locations and demographics. Of the 132 rescue calls at South Mountain, 87 (66 percent) had mappable location data. The data highlights the challenging terrain for both rescue personnel and patients. In cases where a third party, such as a family member or park ranger, initiates the call, exact patient location details (latitude/longitude) are often unavailable.

Patient locations were mapped to the nearest trail to identify patterns between trail difficulty and rescue incidents (**Attachment 1: Patient Locations, 2021 - YTD**). Rescues were evenly distributed between moderate and moderate/difficult trails, with 34 incidents (39 percent) on each. Thirteen rescues (15 percent) occurred on difficult trails, while only two were on easy trails, and none were recorded on the easiest or extremely difficult trails. In four cases, the patient was found in a parking lot or visitor center rather than on a trail. Rescue incidents were more concentrated on the east side of South Mountain, though the mountain's extensive and interconnected trail system provides numerous access points.

The Fire Department Technical Rescue Team commonly stages and deploys from a few key trailheads.

- For rescues on Holbert Trail, the Fire Department Technical Rescue Team commonly deploys from 7th Street and Mineral or 7th Street near the water tanks. Holbert Trail is a 2.56-mile, moderate/difficult-rated trail with 1,020 feet of elevation gain (**Attachment 2: TRT Deployment – 7th Street and Mineral, 7th Street and Water Tanks**).
- The Fire Department Technical Rescue Team frequently deploys from the Mormon Trailhead, with around a dozen rescues occurring in the area of Mormon Trail and the National Trail loop to Hidden Valley. Mormon Trail is a 1.35-mile, difficult-rated trail with 766 feet of elevation gain, featuring a mix of smooth inclines and rocky uphill climbs (**Attachment 3: TRT Deployment – Mormon Trailhead**).
- The Fire Department Technical Rescue Team frequently deploys from the Pima Canyon Trailhead, which provides access to the National Trail on the east side of South Mountain. A 1.25-mile service road from the trailhead can be used for firefighter transport if a Park Ranger or brush truck is available. The hiking section where most rescues occur resembles the Mormon Trail, with steep inclines and rocky terrain. The primary "rescue" section extends approximately three-quarters of a mile beyond the service road, with 400 feet of elevation gain (**Attachment 4: National Trail from Pima Canyon Trailhead**).
- The Desert Classic Trail is an 8.5-mile, moderate/difficult-rated trail on the south side of the park with 946 feet of elevation gain. Rescue incidents are concentrated in two areas: a two-mile section on the eastern end and a 2.3-mile central section. These areas feature rocky

terrain with elevation changes ranging from 154 to 254 feet (**Attachment 5: Desert Classic Trail**).

Board Request: Evaluation of the feasibility of selectively closing certain trails on South Mountain.

Closing select trails at South Mountain Park/Preserve presents logistical challenges due to the park's extensive 128-mile interconnected trail system spread across nearly 17,000 acres of rugged terrain. The park has seven perimeter parking lot trailheads and nine walk-in access points, all providing entry to multiple trails. Since all trails are connected, hikers can access any part of the system from any entry point.

While closing exterior trailheads could help limit access, it would not fully restrict entry. Of the seven trailheads, five have gates—only two of which are automated, while the other three require manual closure by staff. The nine walk-in access points cannot be closed, as they are used by individuals parking on public streets or walking in from nearby homes. If directed by the Board, the Department would return to the Board in March with recommendations on select trails rated from Easy to Moderate to potentially remain open on trail closure days.

Board Request: Evaluation of the feasibility of extending trail hours during the summer months.

South Mountain Park, Phoenix Mountains Preserve, Phoenix Sonoran Preserve, and Deem Hills are open year-round from 5 a.m. to 11 p.m., though trailhead parking lot gates close at 7 p.m. In 2020, the Parks and Recreation Board approved extending evening parking lot hours until 9 p.m. at North Mountain Park, Pima Canyon Trailhead, and Piestewa Peak Trailhead from June through September, allowing later trail access.

A possible option for expanding summer trail hours is opening trails earlier. With the earliest sunrise around 5:17 a.m., an earlier start would allow hikers to begin before sunrise and complete a two-hour hike with some daylight. Adjusting trail hours could have a potential impact on established Park Ranger shifts. A change in these shifts would require communication and coordination with employees and the labor organization who represents Park Rangers.

Any changes to park hours require approval from the Parks and Recreation Board.

Board Request: Overview of the role of Park Rangers and the City and State guidelines in place to ensure their safety.

The City of Phoenix prioritizes employee health and safety, especially during the hot summer months. To mitigate heat-related risks, the Parks and Recreation Department (PRD) implements the Heat Injury & Illness Prevention Program (HIIPP) each year from May 1 to September 30 and on any National Weather Service heat advisory or warning days outside this period. The program is designed to reduce or eliminate employee exposure to heat-related hazards that could lead to serious illness, injury, or death.

Employees working in hot environments, whether indoors, outdoors, or performing strenuous activities, are at risk for heat stress. This stress can cause conditions such as heat stroke, heat exhaustion, heat syncope, heat cramps or heat rashes. To protect employees, the Parks Department has established key safety measures, including access to water and electrolytes, mandatory rest breaks in cool environments, the buddy system, and acclimatization periods for new or returning

employees. The department prioritizes the most effective control measures or a combination of strategies to minimize heat exposure and ensure employee safety.

On Heat Warning Days, Park Rangers place signage at trailheads informing the public that trails will close at 8 a.m. At 8 a.m. Park Rangers physically close gates and let the public know of the closures. Once the gates are securely closed and signage in place, they are able to go about their duties at other locations, periodically checking back on the closed locations to ensure the gates remain secured. At 5 p.m., signs are taken down and gates are reopened.

Board Request: Overview of the role of volunteers and how the City of Scottsdale utilizes them.

The Parks and Recreation Department is fortunate to have over 301 consistently active Phoenix Park Stewards. These dedicated volunteers work year-round to assist with trail maintenance, cleanups, bike patrols, and community outreach. They also support annual events like the Phoenix Summit Challenge and National Trail Trek, as well as lead large group cleanups, revegetation efforts, and plantings.

In 2024, the Office of Heat Response and Mitigation led the Heat Ready program, deploying volunteers on weekends from mid-May through September at the Echo Canyon Trailhead and Piestewa entryway. This year, the program will expand to include the South Mountain Pima Canyon Trailhead, Camelback Mountain Echo Canyon Trailhead, and Piestewa entryway. Volunteers will be on-site from 7 a.m. to 11 a.m., starting in early May.

Staff contacted the City of Scottsdale to learn about its volunteer program, which is primarily led by the nonprofit McDowell Sonoran Conservancy. Volunteers serve as trailhead and roving ambassadors, providing education, maintenance, and preservation support. From Labor Day to Memorial Day, they work daily shifts at the busiest trailheads, typically from 7 a.m. to noon, with extended hours until 2 p.m. at high-traffic locations. Less busy trailheads may have limited morning shifts during certain times of the year. The City of Scottsdale verified that their volunteers do not serve in this capacity during the summer months between Memorial Day and Labor Day.

In 2025, Scottsdale will implement a heat policy that prohibits volunteer shifts when the air temperature reaches 105°F and requires mitigation measures when temperatures exceed 100°F.

Board Request: Data on the residency of individuals involved in mountain rescue incidents.

Residency data was gathered from the Fire Department's electronic patient chart system based on information provided during rescue responses:

- All mountain rescues (2021 – Present): 71 percent of patients (437 of 615) were Arizona residents.
- Mountain rescues during May – September (2021 – 2024): 69 percent of patients (198 of 289) were Arizona residents.
- South Mountain rescues (2021 – Present): 82 percent of patients (112 of 136) were Arizona residents.

Arizona residency data was further analyzed:

- All mountain rescues (2021 – Present): 99 percent (429 of 437) of rescued Arizona residents lived in the Valley. The six non-Valley residents, from Prescott (4), Sedona (1), and Show Low (1), were rescued in 2022 and 2023. These incidents occurred in April (2), August (1), November (2), and December (1), with two injury-related and four medical-related rescues.
- Mountain rescues during May – September (2021 – 2024): Only one patient was from outside the Valley, residing in Sedona.
- South Mountain rescues (2021 – Present): Of the 112 Arizona residents rescued, only one, in 2023, was from Prescott.

Board Request: Examples of common injuries that result in mountain rescues.

A review of mountain rescues shows that 56 percent of patients experience a medical emergency, with the most common issues being weakness (71 cases), dizziness (51), heat illness (40), chest pain (26), and altered mental status (25). Injuries most often involve the ankle/foot, arm/shoulder/hand, or head/neck. During summer months, medical emergencies increase, accounting for 76 percent of rescues, with heat illness (49 cases), weakness (38), and dizziness (32) as the most frequent complaints.

South Mountain accounts for 23 percent of mountain rescues annually and 18 percent during the summer.

- Year-round rescues: 65 percent (74 cases) involved injuries, ranging from minor ankle or leg immobilization to head injuries and bone deformities.
- Summer rescues: Primarily due to heat-related illness.
- Activity breakdown: A review of patient charts found 71 cases involving hikers, 22 involving bicycles, and two involving horseback riders, while the remaining records did not specify the activity.

Board Request: Explore options to enhance and refresh Take a Hike Do it Right Campaign.

The “Take a Hike. Do it Right.” campaign incorporates improved and consistent safety messaging posted onsite at the summit trailheads, on the Department’s website and shared via news media coverage and social media. In addition to safety messaging, colorful signage at more than 44 trailhead locations alerts trail users that more than 200 hikers annually are rescued from City of Phoenix desert and mountain parks and preserves, and that each year hikers suffer serious illness or death from heat exhaustion. Additionally, the Department communicates with surrounding resorts about Heat Warning Days to support safety messaging to visiting guests who are not as familiar with the hiking environment in Phoenix. Park Rangers are deployed to busier trailhead access points to increase visibility and perform education and outreach, reminding potential trail users of the heat risk and provide safety tips and water if needed.

The Department recognizes there are always opportunities to improve and enhance outreach and education efforts as it relates to trails and heat safety. The cost to refresh existing signage and add additional signage would cost approximately \$350,000. The Department will also explore the cost to hire a third-party marketing firm to assist with outreach efforts. Efforts to refresh signage and enhance marketing will be subject to available resources. Additionally, the Department is aware that there are opportunities to utilize technology to assist with real time communication as it relates to

trails and heat safety and will be exploring opportunities to utilize and implement this technology in the future.

Phoenix Trails and Heat Safety Survey Results

On October 24, 2024, the Parks and Recreation Board directed staff to conduct a public survey to gather feedback on two items: 1) if National Weather Service Excessive Heat Warning days are the appropriate indicator to implement trail closures, or if a specific temperature threshold should be used, and 2) the potential expansion of closure hours to begin at 7 a.m.

The survey was open from November 17, 2024, to February 9, 2025, and was promoted through the Parks and Recreation Department website, signage at affected trailheads (including South Mountain Park/Preserve), a QR code, the 'Hiking & Heat Updates' email list, and City of Phoenix social media.

A total of 1,081 unique responses were received, with 553 from respondents within Phoenix city limits.

Questions 1–3 collected demographic information, including:

- Q1: First and Last Name
- Q2: Email Address
- Q3: Zip Code

Response Summaries for Questions 4-8:

Q4: Do you feel a Trail Heat Safety Program is necessary to protect the community and first responders during excessive heat?

- Response options: "Yes" or "No"

	Yes	No
Phoenix Residents	59.9% (331)	40.1% (222)
All Respondents	55% (595)	45% (486)

Q5: Do you believe the National Weather Service (NWS) Excessive Heat Warning system is the right threshold on which closures should be initiated?

- Response options: "Yes" or "No"

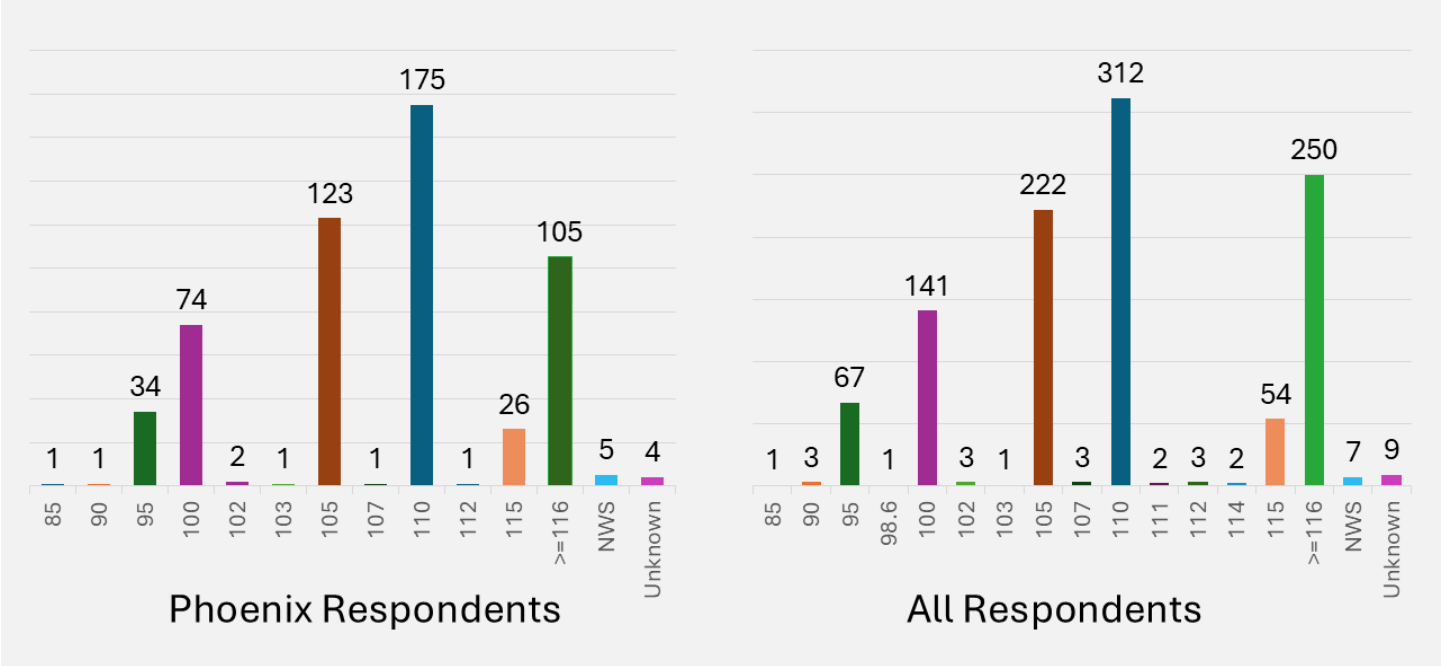
	Yes	No
Phoenix Residents	34.7% (192)	65.3% (361)
All Respondents	34% (367)	66% (714)

Q6: Do you feel it is more beneficial for trail closures to be based on a specific forecast temperature threshold rather than when an Excessive Heat Warning is issued?

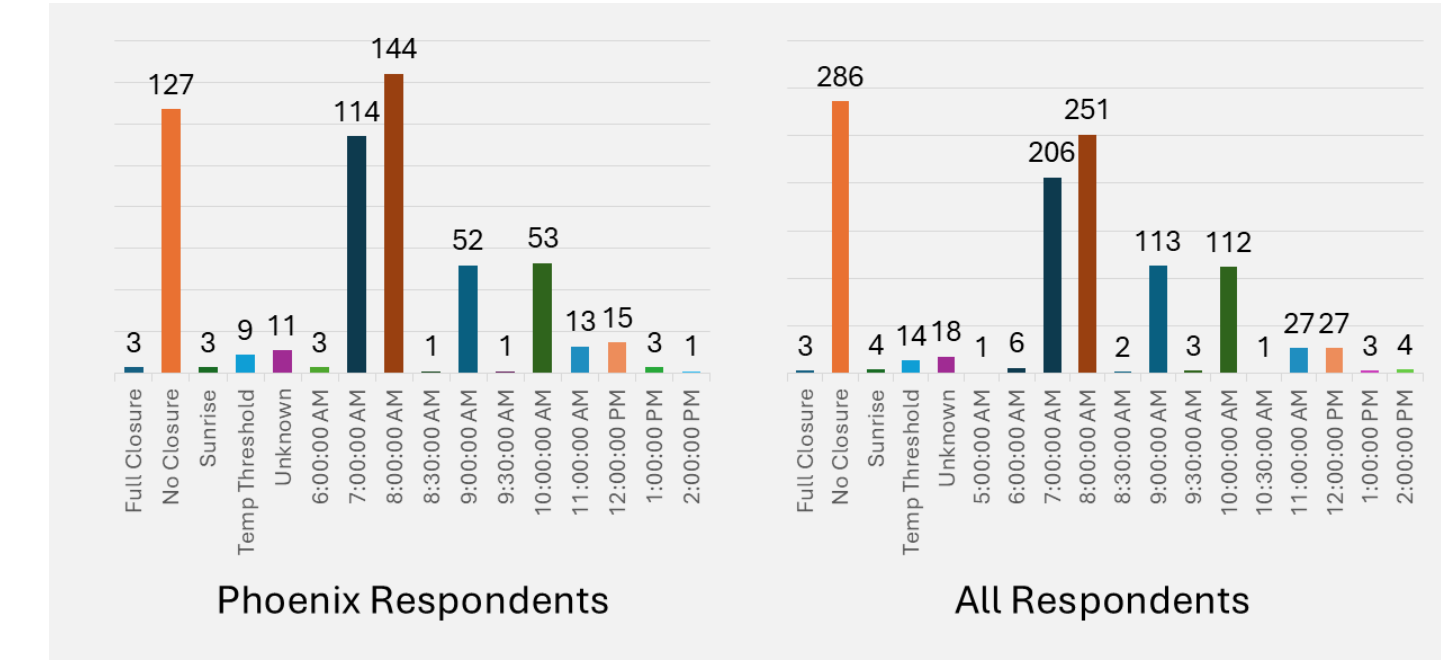
- Response options – "Yes", "No", "I have no opinion / don't know"

	Yes	No	I have no opinion / don't know
Phoenix Residents	47% (260)	35.5% (202)	16.4% (91)
All Respondents	44.9% (485)	39.8% (430)	15.4% (166)

Q7: If the Board decides to use a set forecast temperature threshold, which of the following thresholds do you feel would best meet the goal of minimizing the risks to park users and first responders associated with excessive heat conditions? Options – “95F”, “100F”, “105F”, “110F”, “Other” (“Other” allowed for free text answers)



Q8: In October 2024, the Parks Board voted to begin trail closures on Excessive Heat Warning days at 8 a.m. based on mountain rescue data. In January 2025, the Board will consider if closures should begin at 7 a.m. rather than 8 a.m. When do you believe is the appropriate time to begin trail closures?



The information presented in this report provides a comprehensive overview of the Phoenix Trails and Heat Safety Program, including survey results, rescue data, and key program elements. The findings highlight community feedback on trail closure criteria, the role of volunteers, emergency response challenges, and employee safety measures. This discussion will help inform future decisions

regarding trail closures, heat safety protocols, and potential program modifications to better protect both park users and first responders and will be discussed further during the February 27, 2025, Parks Board Work Study Session.

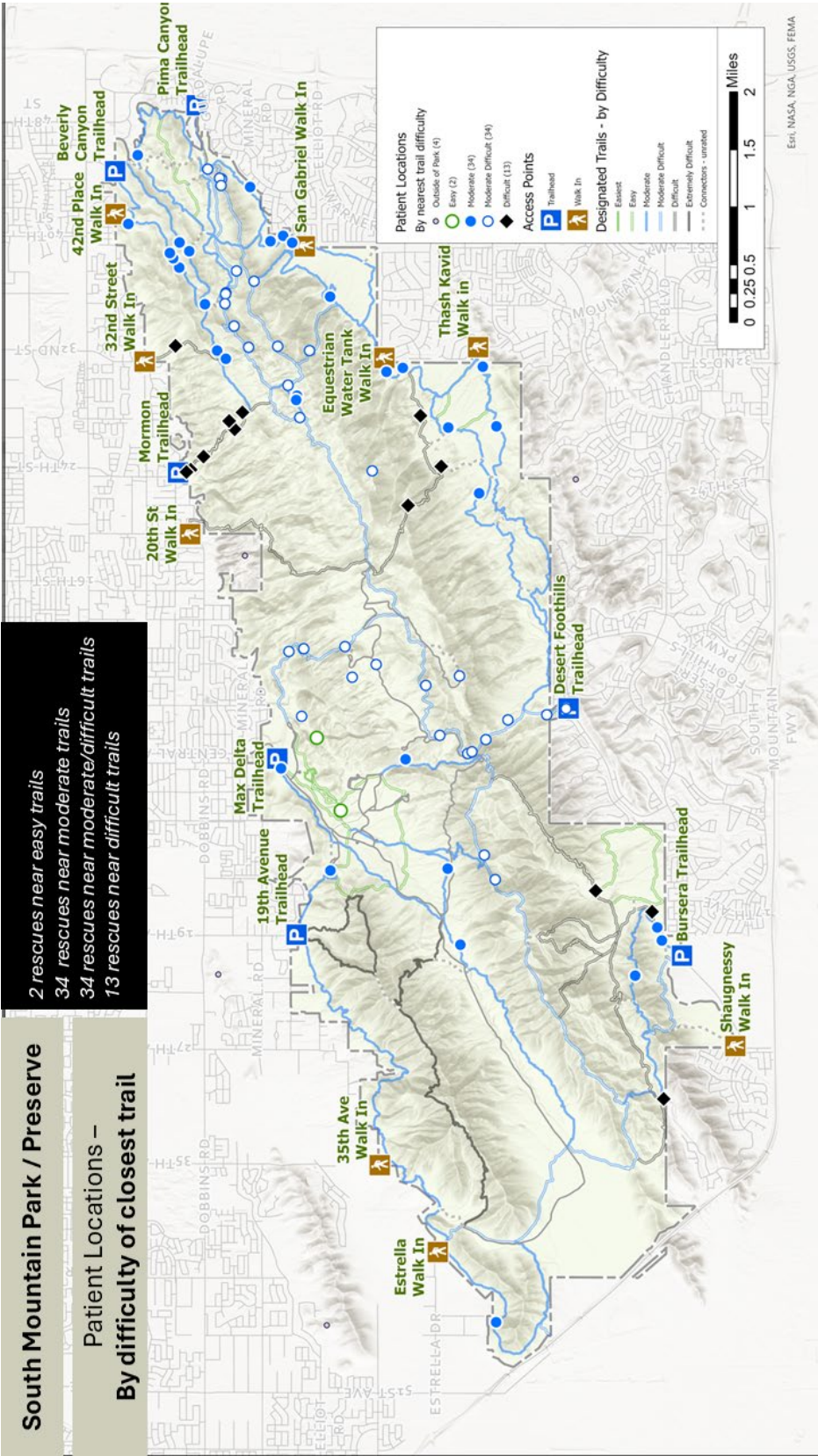
RECOMMENDATION

This report is for information and discussion.

Prepared by: Jarod Rogers, Parks and Recreation Deputy Director
Tim Kreis, Executive Assistant Fire Chief

Approved by: Brandie I. Barrett, Parks and Recreation Assistant Director

Attachment 1: Patient Locations

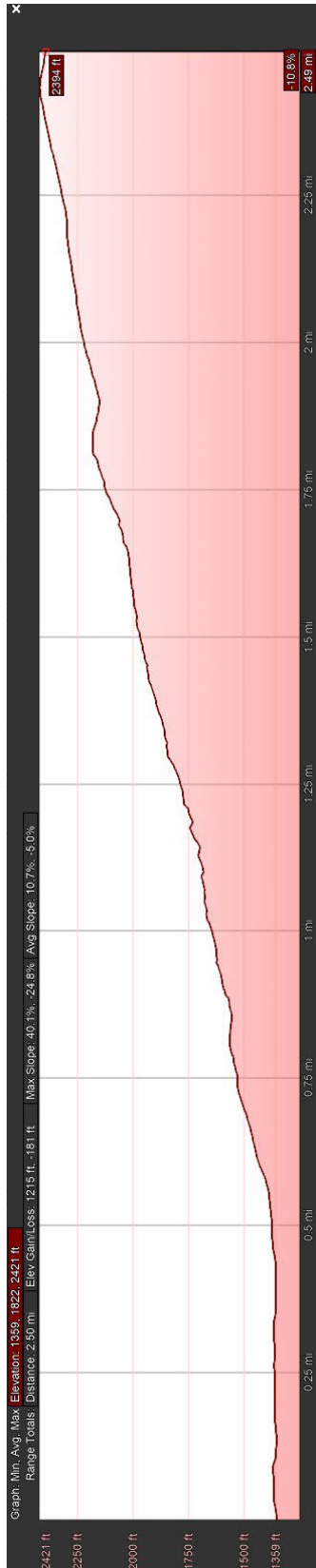
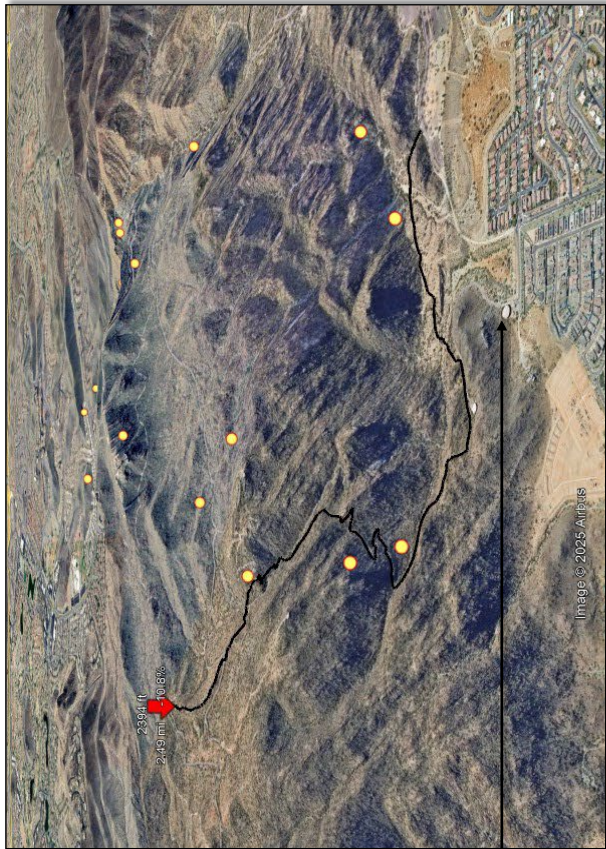


Attachment 2: TRT Deployment – 7th Street/Mineral, 7th Street/Water Tanks

TRT Deployment

Patient Location/Cell Ping

Holbert Trail



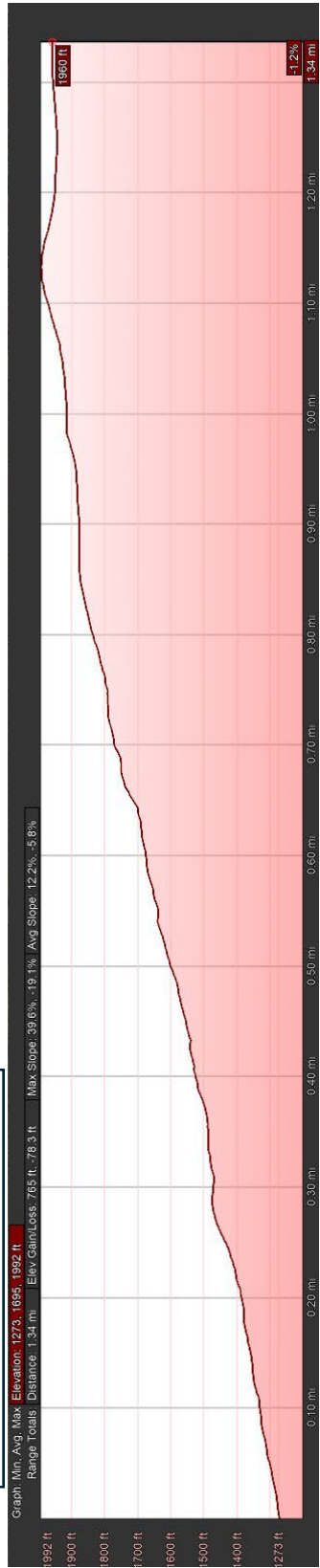
Attachment 3: TRT Deployment – Mormon Trailhead



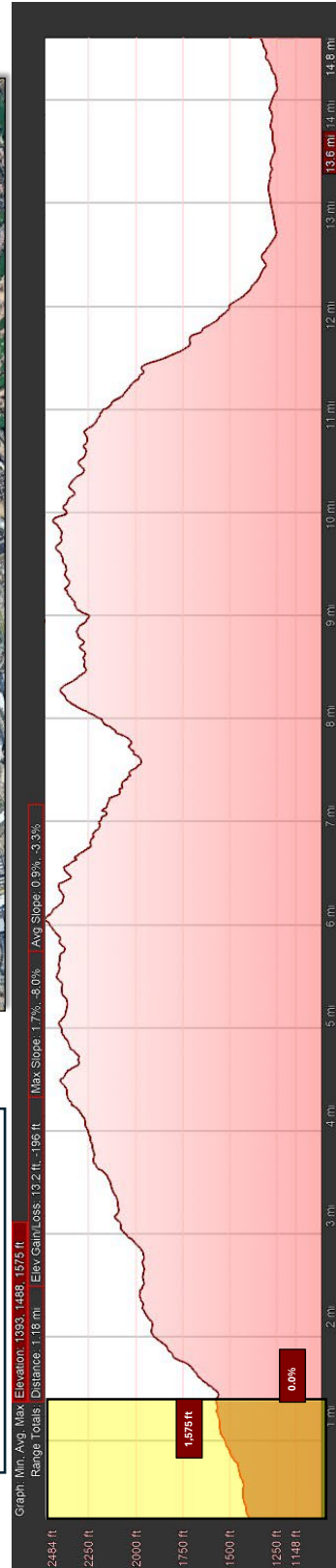
TRT Deployment



-  Patient Location/Cell Ping
-  Mormon Trail
-  National Trail/Hidden Valley Loop



-  Patient Location/Cell Ping
 Pima Canyon service road
 National Trail



An aerial photograph of a desert landscape featuring a residential area on the left and a rugged, hilly terrain on the right. A yellow line with orange dots marks a route starting from a blue circular icon with a white 'N' (North arrow) near the residential area, extending eastward and then curving northward into the hills. The text 'Pima Canyon Trailhead' is written vertically along the right side of the map. A small copyright notice 'Image © 2006 Mapbox' is visible in the bottom right corner.

Horizontal Trail Rescues

