

**NOTICE OF PUBLIC MEETING  
PARKS AND RECREATION BOARD**

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, May 23, 2024, at 5:00 p.m.**

**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 2631 912 4312 then enter in the Webinar password PksMtg! when prompted (7576841 from phones).

**Observe**

[May 23, 2024 - Webex Link](#)

**REQUEST TO SPEAK**

**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 should arrive early, 1 hour prior to the start of the meeting to submit an in-person request to speak before the item is called. After the item is called, requests to speak for that item will not be accepted.

**Virtual Requests to speak at a meeting:**

To register to speak virtually via Webex, please use this link:

[May 23, 2024 - Parks and Recreation Board Meeting Requests to Speak](#)

- Virtual speakers must register by: **May 22, 2024**

If you have any issues with the form or if you wish to submit a comment to the board, contact: **Robin Kelley** At: [robin.kelley@phoenix.gov](mailto:robin.kelley@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
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2.	INFORMATION ITEM(S): Information items will be provided to the Board in writing and are not intended for formal presentation unless otherwise requested by a Board member or required for future policy consideration.	
a.	Code of Conduct Update	Jarod Rogers
b.	Cholla Trail Update	Jarod Rogers
3.	CONSENT ITEM(S): Consent items will be <b>provided to the Board in writing and are not intended for formal presentation.</b> 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 - March 28, 2024	Robin Kelley
b.	Encanto Park Playground Sponsorship by Kiwanis Club of Phoenix	Alonso Avitia
c.	Request to Vend at Steele Indian School Park and Cesar Chavez Park	Alonso Avitia Joe Diaz
d.	Sub-License/Lease for ENTRAVISION/Crown Castle (CT134531)	Theresa Faull
e.	T-Mobile Tower Cell Site License Approval for Retroactive Renewal	Theresa Faull
f.	Telephone Pioneers of America Park Pickle Ball Sponsorship by Pharmavite dba Nature Made	Alonso Avitia
g.	Assignment of Telecommunications License at South Mountain Communications Towers from A-Communications South Mountain LLC (134292) to Airfiber Wisp LLC	Theresa Faull
4.	INFORMATION AND DISCUSSION ITEM(S): Information and discussion items will be presented verbally to the Parks Board and are for discussion only. No action will take place on these items at this meeting.	
a.	South Mountain Update	Jarod Rogers
5.	DISCUSSION AND POSSIBLE ACTION ITEM(S): Discussion and Possible Action items are for information, discussion, and possible action.	
a.	Impact Melanoma Pilot	Felicita Mendoza
b.	Firehouse Update	Theresa Faull
6.	CALL TO THE PUBLIC – Citizens are provided time to make statements to the Board. <i>(Those desiring to make a statement should have informed staff in advance of the meeting by following the instructions on this notice.)</i> We welcome citizen input; however, items brought to the Board’s attention cannot be discussed unless they are listed as an agenda item. Action taken as a result of public comment will be limited to requesting staff to study the matter or rescheduling the matter for further consideration and/or decision at a later date.	Kelly Dalton, Chair
7.	BOARD CHAIRPERSON’S REPORT – The Chairperson will verbally present comments or requests to the Board <b>without Board discussion.</b>	Kelly Dalton, Chair
8.	BOARD COMMENTS/REQUESTS – The Chairperson will entertain Board member comments or requests <b>without Board discussion.</b>	Kelly Dalton, Chair
9.	DIRECTOR’S BRIEFING – Briefing items will be verbally presented to the Board by the Director or designee <b>without Board discussion.</b>	Cynthia Aguilar, Director
10.	Adjournment	Kelly Dalton, Chair

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

**Robin Kelley** At: [robin.kelley@phoenix.gov](mailto:robin.kelley@phoenix.gov) or 602-495-5215 or TTY: 7-1-1.

May 17, 2024



**To:** Parks and Recreation Board

**Date:** May 23, 2024

**From:** Cynthia Aguilar, Director

**Subject:** CODE OF CONDUCT UPDATE

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This report provides the Parks and Recreation Board (Board) with a standing update regarding implementation of the Code of Conduct and ongoing education.

### BACKGROUND

Following Board approval in January 2021, staff implemented the Code of Conduct and began a 90-day education period regarding the new behavioral expectations for parks and park facilities. In April 2021, the trespass policy contained within the Code of Conduct took effect.

The goal of the Code of Conduct is to promote behavior that allows everyone to enjoy clean, safe, accessible, and inviting parks, facilities, and programs by providing clear expectations of acceptable behavior in flatland parks, desert and mountain parks and preserves, and other park facilities. The Code of Conduct was written in partnership with the community and several City departments, including the Law Department, the Prosecutor's Office, and the Police Department.

### DISCUSSION

#### **Educational Contacts and Trespass Notices**

Staff continues to educate the community and park guests regarding the Code of Conduct. At the Board's request, the number of educational contacts made by staff in the field and the number of trespass notices and citations issued are tracked then reported to the Board on a quarterly basis.

Park Rangers have the authority to enforce Phoenix City Code violations through the issuance of Arizona Traffic Ticket and Complaint (ATTC) citations. These citations are issued for violations of both criminal and civil violations that occur on park property. In addition, Park Rangers can enforce the Parks and Recreation Code of Conduct through the issuance of trespass notices. Some conduct violates both the Phoenix City Code and the Code of Conduct. Park Rangers generally lead with education to gain compliance, but, when

education does not work and to address chronic and/or serious behavior, a Park Ranger may issue an ATTC, a trespass notice or both depending on the behavior.

From the week of March 4 through the week of March 31, urban park rangers made approximately 2,139 educational contacts. During this period, park rangers issued 144 trespass and order to leave the park notices and 11 citations. The trespass notices during this period were for violations related to: 70 drug use or paraphernalia, 35 after hours park use, seven shopping carts, five unlawful conduct, four dog off leash, four harassing park staff or patrons, four obstructing patrons or staff use of park, four unattended items, four tobacco/smoking /fire restrictions, two public sexual activity, one vending without a permit, one vandalizing, one tent, one driving off road in a City park, and one disorderly. The citations were for violations related to: eight after hours park use, one alcohol without a permit, one unlawful conduct, and one vending or charging for services without approval. (Attachment A Table 1)

From the week of April 1 through the week of April 29, urban park rangers made approximately 2,565 educational contacts. During this period, park rangers issued 207 trespass and order to the leave the park notices and 31 citations. The trespass notices during this period were for violations related to: 121 drug use or paraphernalia, 34 after hours park use, 12 alcohol without a permit, nine unlawful conduct, five shopping carts, four public sexual activity, three failure to comply with an order to leave, three harassing park staff or patrons, three glass containers in parks, two tobacco/smoking/fire restrictions, two public urination, two after hours swimming, one dog off leash, one vending without a permit, one assault and battery, one illegal parking, one unattended items, one cutting/removal of vegetation, and one storing items in bathrooms. The citations were for violations related to: 19 after hours park use, four dog at large, three alcohol without a permit, three failure to comply with an order to leave, one urinating in public, and one glass containers in park. (Attachment A Table 1)

At the time of this report, two trespass notices have been issued to juveniles with no citations. No appeals have been received.

At the October 2023 Parks Board meeting, the Board requested a breakdown of the five parks experiencing the greatest Code of Conduct challenges. The attached table highlights names of the five parks and their associated number of violations each month. (**Attachment A Table 2**)

Staff will continue to lead with education about the Code of Conduct and report the number of educational contacts made and the number of trespass notices and citations issued to the board.

## RECOMMENDATION

This report is for information only.

Prepared by: Jarod Rogers, Deputy Director  
Approved by: Tracee Hall, Assistant Director



## Attachment A

**Table 1:**

Date	Number of Educational Contacts	Number of Trespass Notices and Orders to Leave Issued	Number of Arizona Traffic Ticket and Complaint (ATTC) Citations Issued
Week of April 29	558	39	6
Week of April 22	533	60	8
Week of April 15	428	46	12
Week of April 8	557	41	2
Week of April 1	489	21	3
Week of March 25	499	28	4
Week of March 18	586	52	2
Week of March 11	467	45	3
Week of March 4	587	32	2
Week of February 26	568	47	11
Week of February 19	604	29	2
Week of February 12	390	39	4
Week of February 5	611	48	7
Week of January 29	458	37	3
Week of January 22	441	29	6
Week of January 15	289	35	8
Week of January 8	388	27	1
Week of January 1***	489	31	9
Weekly Average 2023	386.3	16.3	4.0
Weekly Average 2022	276.4	4.9	1.1
Weekly Average 2021	501.6*	9.5*	N/A **

\* The trespass policy went into effect March 22, 2021. Average of 42 weeks.

\*\* ATTCs not tracked in 2021. ATTC tracking began the week of October 2, 2022.

ATTC average for 2022 covers the weeks from October 2 through December 25.

\*\*\* Beginning January 1, 2024, updates to the Access database allowed for improved data collection. These changes more accurately capture park ranger activity and filter out unrelated activity.

**Table 2:**

### Five Parks with greatest number of violations observed by Park Rangers

Month	Park #1	Violations Observed	Park #2	Violations Observed	Park #3	Violations Observed	Park #4	Violations Observed	Park # 5	Violations Observed
Jan	Cesar Chavez	215	Hance	165	Desert West	94	Hayden	79	Cave Creek*	69
Feb	Desert West	236	Cesar Chavez	203	Cave Creek*	158	Hance	156	Sueno & El Prado	87
Mar	Hance	280	Cesar Chavez	202	Cave Creek*	198	Sueno	177	Hayden	92
Apr	Hance	294	Cave Creek*	229	Cesar Chavez	143	Solano	122	Sueno	116

\*The Cave Creek Parks include 6 connected parks.



**To:** Parks and Recreation Board

**Date:** May 23, 2024

**From:** Cynthia Aguilar, Director

**Subject:** CHOLLA TRAIL UPDATE

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This report provides the Parks and Recreation Board with an update on upcoming improvements and trail closure days at Cholla Trail.

### BACKGROUND

Cholla Trail at Camelback Mountain reopened to the public on September 30, 2022. The trail had been closed due to improvements and a trailhead realignment that moved the trailhead from Cholla Lane to Invergordon Road. The new trailhead now offers hikers with amenities such as restrooms, a drinking fountain and bike racks.

Located on an easement granted by Host Properties between two residential communities, Cholla Trail is currently accessed from a dedicated gate off Invergordon Road. Since the reopening of Cholla trail, an average of over 230 hikers have hiked the trail each day with over 440 a day during peak season in the spring. While most hikers stay on the trail and follow trail rules, some go off trail and onto adjacent private property. Homeowners backing to the trail have continued to express safety concerns related to this especially during peak season.

The Parks Department worked with City Council District 6 and nearby residents to develop a plan to plant additional large, salvaged trees along the trail to enhance screening between the trail and private property. The trees will also provide additional shade and cacti will also be added to further beautify the trail (Attachment A).

Approximately 30 trees, each around 15' wide and 13-17' tall with 8" to 14" caliper trunks will be planted. The installation of these large trees, the cacti and their associated irrigation will necessitate a closure of approximately 6-8 working days. On working days, the trail will remain closed for duration of normal operating hours. Native desert trees have shown the ability to thrive even when replanted in hot summer months.

Recognizing that there will be an impact to hikers, trail hiker data was used to determine the least active months of trail usage to minimize hiker impact (Attachment B). This information indicated the months of July and August had the least amount of use. To minimize disruption to hikers on the weekend, the work will occur Monday-Thursday beginning mid-July for two consecutive weeks. This will allow the trail to remain open to hikers on the weekends.

Sandwich boards will be placed on the trail two weeks prior to closure for hiker awareness and nearby resorts will also be informed. Social media will be utilized to advertise the closure as well. The closure will also present an opportunity to perform maintenance and miscellaneous projects on site.

### RECOMMENDATION

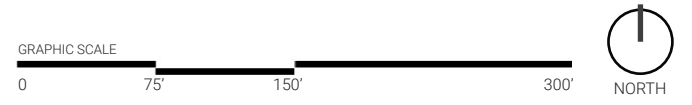
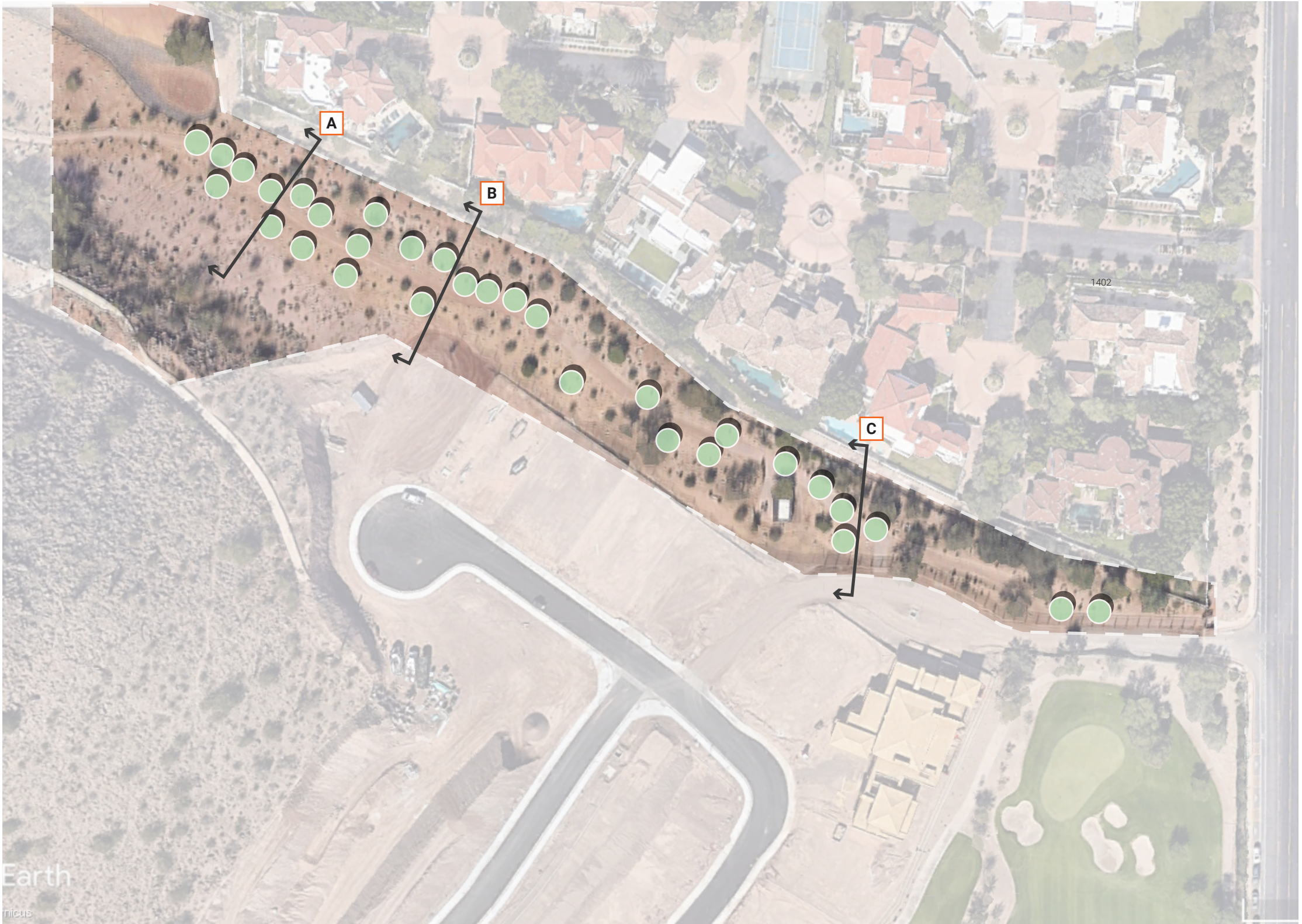
This report is for information only.

Prepared by: Jarod Rogers, Deputy Director

Approved by: Tracee Hall, Assistant Director

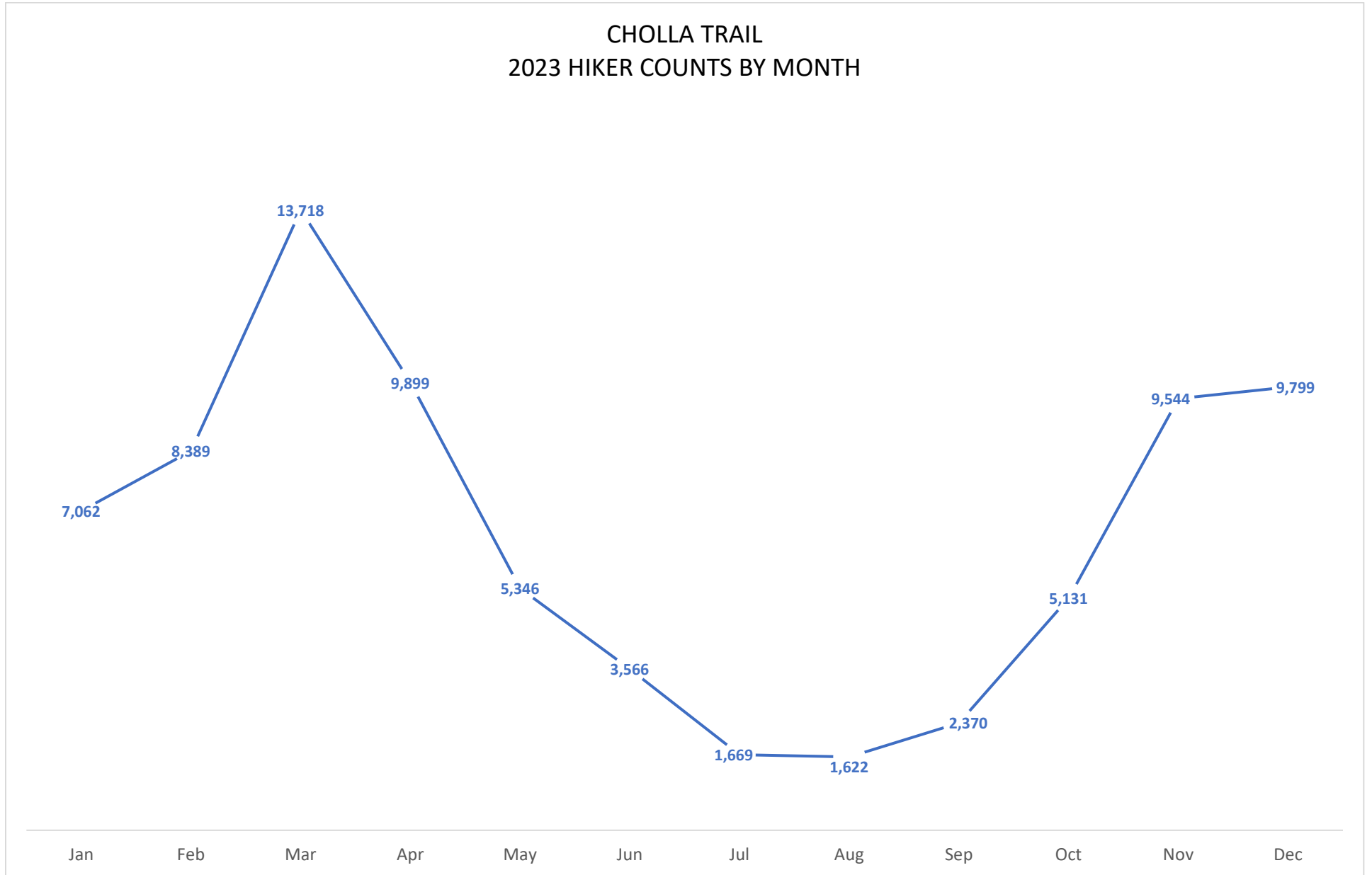


Attachment A



# ATTACHMENT B

## CHOLLA TRAIL 2023 HIKER COUNTS BY MONTH





**CITY OF PHOENIX  
PARKS AND RECREATION BOARD  
SUMMARY MINUTES  
March 28, 2024**

Virtual meeting hosted on WebEx.

<b><u>Board Members Present</u></b>	<b><u>Staff Present</u></b>	<b><u>Community Members</u></b>
Kelly Dalton Sarah Porter Emma Viera Ed Zuercher	Cynthia Aguilar Tracee Hall Martin Whitfield Paul Li John Chan	Julia Taggart Jes Dobbs Jerry Van Gasse
<b><u>Board Members Absent</u></b>		
Dorina Bustamante Tony Moya Aubrey Barnwell		

**1. CALL TO ORDER**

Chairperson Dalton called the meeting to order at 5:05 p.m. with Board Members Porter, Viera, and Zuercher in attendance.

**2. INFORMATION ITEMS**

No formal presentation on these items. Information only.

**3. CONSENT ITEMS**

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

**3a. Parks and Recreation Board Summary Minutes- February 22, 2024**

**3b. Park Activation Neighborhood Grant Funding Report**

**3c. HBCU All-Star Game Grant Park Friday Funday and Basketball Court Project**

**3d. Request to Vend at Paradise Valley Park**

Board Member Zuercher made a motion to approve consent items 3a through 3d. Board Member Viera seconded the motion which passed unanimously, 4-0.

#### **4. INFORMATION AND DISCUSSION**

##### **4a. Parks and Recreation Aquatics Programs**

Assistant Director Hall introduced the Aquatics Programs with an overview of staffing of the 29 pool facilities before turning the presentation over to Deputy Director Coughlin.

Deputy Director Coughlin commended the Aquatics staff and acknowledged their combined 112 years of experience along with their efforts in bringing the program national recognition. Mr. Coughlin introduced Aquatics Supervisor Kirk who continued the presentation.

Aquatics Supervisor Kirk began sharing needed staffing levels to operate all pools as well as fewer pools. She stated that the goal of the Aquatics Program was to open 23 pools in 2024 based on Eastlake Park Pool's ongoing renovation and the conversion of five pools to splash pads using GO Bond funds. Ms. Kirk also shared the dates the pools will be open for the 2024 Swim Season.

Ms. Kirk continued the presentation with an update on increased wages and incentive pay for 2024 and highlighted recruitment efforts. She provided examples of events attended, newsletters, and social media utilized in recruiting. Additionally, programs such as Junior Lifeguards, Lifeguard Academy, and the Accelerated Assistant Manager program were given as examples of added recruitment and retention efforts. She also shared the success and continuation of the Shallow Water Lifeguard position as way to promoting to a Lifeguard.

The 18 pools open during the 2024 season were listed by Ms. Kirk including the 16 pools open all summer and two pools open for one month. She stated that six swim teams will be reinstated and AquaFit swimming lessons will continue this year. Ms. Kirk was thankful to the Brewers and SRP for donations made that allowed 15 pools to participate in the Kool Kids program and offer free open swim to persons 17 years old and younger. She concluded the presentation by sharing registration dates for offered programs.

Chairperson Dalton extended her appreciation of the many years of experience the aquatics team has and her belief that it is an important part of why families have something safe to do to stay cooler during the summer months. Ms. Dalton inquired about the amount of the donations to the Kool Kids program in comparison to previous years.

Aquatics Supervisor Kirk responded that the Brewers and SRP have been sponsors of the Kool Kids program for many years.

Chairperson Dalton asked members of the Board for any questions.

Board Member Zuercher inquired why 15 pools were selected and if it was based on a lack of funding that all pools do not participate.

Ms. Kirk stated that the selection of pools was based on attendance volume. She continued that the three pools, Paradise Valley, Pecos, and Cortez, have considerably higher attendance numbers and would deplete the funding quickly.

Mr. Zuercher further inquired if there was any way to measure the number of people that do not go to pools because of affordability.

Ms. Kirk explained there is not currently a way to measure the number of people in that way. She provided the fee for swimming is \$1.00 per day or a season pass for \$25.00 for children because of their effort to make swimming affordable for the public.

Board Member Zuercher further inquired about the attendance numbers at the pools and if it is on trend with previous years.

Ms. Kirk provided last year approximately 248,000 people attended the pools. She explained in 2021 attendance to pools was by reservation only and in 2022 attendance was approximately 214,000.

Director Aguilar stated attendance before COVID was approximately 429,000 per year and attendance is trending the same based on the number of pools open.

Board Member Viera thanked department staff for all that is done for programs in the summer.

Chairperson Dalton requested an update on aquatics in the fall.

## **5. CALL TO THE PUBLIC**

Julia Taggert expressed her concern on the communication provided regarding the upcoming Wallace and Ladmo event on April 6<sup>th</sup> and renovation updates at Norton Park. She stated she would like more communication.

Jerry Van Gasse expressed concerns related to the 100-year anniversary of South Mountain Park/Preserve and stated he would like to see additional focus and communication regarding upcoming events.

Jess Dobbs shared her thanks for the installation of doors at the North Mountain Visitor Center Bathrooms. Ms. Dobbs also stated she would like funds identified for the South Mountain Centennial to be used for the intended purpose.



## **6. BOARD CHAIRPERSONS REPORT**

Chairperson Dalton shared her attendance at the opening of Harvest Park and commended Parks staff on preparing for the event and accommodating the number of residents that also attended.

## **7. BOARD COMMENTS/REQUESTS**

No comments or requests were provided by the Board.

## **8. DIRECTOR'S BRIEFING**

Director Aguilar introduced Assistant Director Hall to begin the update.

Assistant Director Hall highlighted the 3<sup>rd</sup> Annual Kids Triathlon held at Pecos Park. The event attracted 100 participants between the ages of 5 and 11 who swam, rode a bike, and ran to complete the course.

Ms. Hall also shared the Grand Opening of the Roadrunner Park Renovation is April 19, 2024, at 10:00 a.m. Vice Mayor Stark and Arizona Game and Fish Department staff will be in attendance.

Assistant Director Whitfield shared Cowtown's 22nd Annual PHX AM was held March 23 and 24 at the Desert West Skate Park. At this event approximately 3000 people attend each day to watch the top amateur skateboarders from around the world compete.

Mr. Whitfield also highlighted the McDowell Mountain Music Festival (M3F) which held its two-day ticketed event at Steele Indian School Park March 1<sup>st</sup> and 2<sup>nd</sup>, from 1 p.m. to 11 p.m. The event featured musical performances and showcased local restaurants, food and beverage vendors, artwork, and nonprofit partners. This nonprofit festival has donated \$5.2 million dollar to local charities since 2004.

Director Aguilar shared the celebration of Women's History Month and the theme of women who advocate for equity, diversity, and inclusion. She continued by sharing pictures of some of the women in leadership and support roles in the Parks and Recreation Department.

Ms. Aguilar congratulated and thanked retiring Deputy Sherwood for her 28 years of service to the department and City. Board members, staff, and the public present applauded Ms. Sherwood.

Director Aguilar provided highlights of the opening of Harvest Park, the 187<sup>th</sup> park in the city. The former undeveloped property was developed as a result of community advocacy and funded through Impact Fees. Over 200 people,

including Mayor Gallego, Councilwoman Hodge Washington, and Chairperson Dalton, attended the opening.

Additionally, Ms. Aguilar shared the progress of ways the Department is celebrating the 100<sup>th</sup> Anniversary of South Mountain Park including 100 fun facts about South Mountain Park. She also spoke about the upcoming improvements at South Mountain Park including the renovation of the South Mountain Environmental Education Center and the South Mountain Activity Complex. Ms. Aguilar provided a reminder of the community Steering Committee that helped come up with preliminary designs for the South Mountain Activity Complex. Ms. Aguilar concluded the presentation by sharing a video that was posted on social media wishing South Mountain Park a Happy 100<sup>th</sup> Birthday.

**9. ADJOURNMENT:**

Chairperson Dalton congratulated Deputy Director on her retirement and adjourned the meeting at 5:44 p.m.



**To:** Parks and Recreation Board

**Date:** May 23, 2024

**From:** Cynthia Aguilar, Director

**Subject:** KIWANIS CLUB OF PHOENIX FINANCIAL SPONSORSHIP FOR  
ENCANTO PARK'S PLAYGROUND REPLACEMENT

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This report requests Parks and Recreation Board approval to accept a Kiwanis Club of Phoenix financial sponsorship for Encanto Park's playground replacement, in accordance with Sponsorship Policy 3.11 (**Attachment A**). Additionally, granting authorization to the Parks Director to execute the Sponsorship Agreement and sign all pertinent documents associated with the agreement.

### BACKGROUND

Encanto Park, located at 2605 North 15th Avenue in City Council District 4, was constructed in 1935. The community park provides a sports complex, event space, lagoon, urban fishing, picnic areas, and playgrounds. Encanto Park is also home to the Encanto Golf Course, Encanto Pool, Enchanted Island Amusement Park, and the Valley Garden Center.

Kiwanis is a global organization of volunteers dedicated to improving the world one child and one community at a time. They work to positively influence communities worldwide so that one day, all children will wake up in communities that believe in them, nurture them, and provide the support they need to thrive. Kiwanis Club of Phoenix has served children in the Valley since 1917. Their goal is to help improve their lives and enrich their minds.

### DISCUSSION

In 2022, the Kiwanis Club of Phoenix approached the Parks and Recreation Department and offered to help raise funds for the replacement of the existing playground at Encanto Park and replace it with not only an ADA-approved playground but an inclusive and immersive playground for all ages and abilities. The timing coincided with the initial planning of the department's playground replacement schedule which identified Encanto Park's playground as an upcoming replacement priority.

In partnership with City Council District 4, the Kiwanis Club of Phoenix maintained its commitment to sponsor the playground replacement and demonstrated its community and partner outreach success by raising an impressive \$72,650.00 in donation funds to

date. Their generous sponsorship will be allocated towards the overall project costs of removing the existing playground and installing the newly designed ADA and inclusive playground.

With careful consideration and interest in community outreach, the Parks Department conducted in-person outreach in the park on two separate dates (weekday and weekend) to offer three options while soliciting feedback and documenting responses. Additionally, an electronic survey was distributed with 185 community responses. Ultimately, an option was identified as a community favorite. Parks will celebrate with the community on May 31, 2024, by cutting the ribbon at the grand opening of the playground.

The Sponsorship Agreement and Schedule (**Attachment B**) further identifies the associated sponsorship details. Subject to board approval, the department will enter into a sponsorship agreement with Kiwanis Club of Phoenix, categorized as a Project Sponsorship which follows the required guidelines and documents the rights and responsibilities of both parties. Kiwanis Club of Phoenix has initially requested to be recognized as an “Official Sponsor” with the following privileges:

1. Sponsor recognition announcement at any associated formal ribbon cutting, amenity dedication, and or grand opening.
2. Sponsor logo placement on all event materials and press releases.
3. Sponsor logo addition to a newly installed park regulation sign with an approved organization motto or statement.
4. Addition of an approved park bench within or adjacent to the playground footprint.

Additionally, as part of the collaboration, the city is committed to inviting the Kiwanis Club of Phoenix to the ongoing project progress and construction site meetings. This framework highlights the commitment and value of the partnership between the department and the Kiwanis Club of Phoenix.

## RECOMMENDATION

Staff recommends Parks and Recreation Board approval to accept a Kiwanis Club of Phoenix financial sponsorship for Encanto Park’s playground replacement, in accordance with Sponsorship Policy 3.11 (**Attachment A**). Additionally, granting authorization to the Parks Director to execute the Sponsorship Agreement and sign all pertinent documents associated with the agreement.

Prepared by: Alonso Avitia, Deputy Director

Approved by: Martin Whitfield, Assistant Director

# ATTACHMENT A

## City of Phoenix Parks and Recreation Board Policy

Number <b>3.11</b>	<b>Sponsorship Policy</b>	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.

## ATTACHMENT A

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.

## ATTACHMENT A

### 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

## ATTACHMENT A

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



## ATTACHMENT A

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

## ATTACHMENT 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.

## ATTACHMENT A

- 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.

## ATTACHMENT B

### SPONSORSHIP AGREEMENT

This Agreement is made on the 23rd day of May 2024, between City of Phoenix Parks and Recreation Board (Board) and its Parks and Recreation Department (Department) and Kiwanis Club of Phoenix (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

## **ATTACHMENT B**

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).

## **ATTACHMENT B**

(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., 16<sup>th</sup> 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.

**ATTACHMENT B**

**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**

Cynthia Aguilar  
\_\_\_\_\_

Printed Name

City of Phoenix Parks and Recreation Director  
\_\_\_\_\_

Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SPONSOR**

Kiwanis Club of Phoenix  
\_\_\_\_\_

Organization

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

**ATTEST**

\_\_\_\_\_  
Acting City Attorney

\_\_\_\_\_  
City Clerk

## **ATTACHMENT B**

### **SCHEDULE**

#### **1. NAME OF SPONSOR**

Kiwanis Club of Phoenix

#### **2. ADDRESS OF SPONSOR**

6819 North 21st Ave., Phoenix, AZ 85015

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

Kiwanis Club of Phoenix, a 501c3 organization focusing on serving children of the valley to improve their lives and enrich their minds since 1917.

#### **4. DETAILS OF SPONSORSHIP**

##### **a) Sponsored Activity**

The Kiwanis Club of Phoenix approached the Parks and Recreation Department and offered to help raise funds for the replacement of the exiting playground at Encanto Park and replace it with an ADA approved and inclusive playground. The timing coincided with the initial planning of the department's playground replacement schedule and planning of Encanto Park's playground.

##### **b) Sponsorship Fee / Product**

\$72,650.00; checks made payable to the City of Phoenix for the replacement of Encanto Park's playground

##### **c) Term of Sponsorship**

Effective May 23, 2024, until the full installation of the playground expected June 2024.

#### **5. RIGHTS OF SPONSOR**

- Kiwanis Club of Phoenix will be recognized as the "Official Sponsor".
- The City of Phoenix Parks and Recreation Department will extend invites to the ongoing project progress meetings and construction site meeting.

#### **6. RECOGNITION OF SPONSOR**

- Sponsor recognition announced at any associated formal ribbon cutting, amenity dedication, and or grand opening.
- Sponsor logo placement on all event materials and press releases.
- Sponsor logo addition to a newly installed park regulation sign with an approved organization motto or statement. Any additional sponsorship signs on the playground structure can be considered and approved by the Department.
- Addition of an approved park bench within or adjacent to the playground footprint.
- Inclusion in all press releases sent to local media outlets.





**To:** Parks and Recreation Board

**Date:** May 23, 2024

**From:** Cynthia Aguilar, Director

**Subject:** REQUEST TO VEND IN STEELE INDIAN SCHOOL PARK AND CESAR CHAVEZ PARK

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This report requests approval from the Parks and Recreation Board to allow vending at two separate events and associated activities. The first event is the National Forum for Black Public Administrators, Central Arizona Chapter (NFBPA CAC) Juneteenth Celebration, scheduled on June 18, 2024, at Steele Indian School Park. The second event is the weekly allocations by the Laveen Baseball League at Cesar Chavez Park.

### BACKGROUND

Phoenix parks are reserved throughout the year for various events. Event coordinators or community partners produce many events, with the Parks and Recreation Department sponsoring a few public events. Some events are free to the public, while others require a registration fee. Entry fees are occasionally imposed on vendors who sell food and/or products. Producers who rent City parks and facilities are required to follow all City guidelines, including obtaining all applicable permits and licenses.

Vending, a typical component of events in parks, can also consist of selling admission, food and beverages, t-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 the requests below and brings them to the board for approval.

### DISCUSSION

#### **Juneteenth Celebration (Steele Indian School Park)**

The Juneteenth Celebration, scheduled for June 18, 2024, from 6:00 p.m. to 9:00 p.m., is a family-friendly event for all ages. The event will feature educational activities, live music performances by local artists, engaging games, and various vendors, including informational booths, retail shops, and food options. This event aims to celebrate Juneteenth, an essential milestone in African American history. By providing a community-centered gathering that educates and entertains, the celebration seeks to foster community engagement, cultural awareness, and unity within the diverse

populations of our region. The celebration is presented by the National Forum for Black Public Administrators, Central Arizona Chapter (NFBPA CAC). NFBPA's mission is to serve as a catalyst linking public and private organizations and academic institutions to foster the professional development of African Americans pursuing public service careers.

### **Weekly Allocations for Laveen Baseball League (Cesar Chavez Park)**

We are seeking retroactive approval for the Laveen Baseball League to vend during their weekly games and practices on a temporary basis until the end of the season May 18, 2024, Monday - Friday 5:30pm to 9:30pm.

These are the stipulations to temporarily vend that were agreed upon:

- All county food handling and vendor permits must be available on request.
- Location: south of sports complex in decomposed granite area approved by Parks.
- No more than two vendors.
- Prepackaged and prepared foods allowed.
- Allocation group responsible for cleanup (haul away trash and provide receptacles).
- Any damage to curbs, irrigation system, plant material, fence and hardscape are the responsibility of the allocation group.
- Any debris on parking lot caused by vendors is the responsibility of the allocation group to clean.
- If area has water or is wet, no vehicles or vending trailer are approved to enter the designated vending area.

As with all requests to vend, event organizers for this event will be required to follow all City guidelines and use requirements for sales, including obtaining any required insurance, permits and licenses.

Neighborhood Notification is not needed (*scope of event does not meet park policy threshold of "The applicant of an event with an expected attendance of 3,000 plus is required to notify residents, businesses, places of worship and schools that are affected by parking issues and noise related to your event. The notification must be delivered within a minimum of a 1-mile radius and/or as determined by the Parks and Recreation Department."*).

### **RECOMMENDATION**

Staff recommends Board approval of the above requests for event vending at Steele Indian School Park and Cesar Chavez Park associated with the events and associated activities describes above. Prepared by: Alonso Avitia, Deputy Director; Joe Diaz, Deputy Director

Approved by: Martin Whitfield, Assistant Director; Tracee Hall, Assistant Director



**To:** Parks and Recreation Board

**Date:** May 23, 2024

**From:** Cynthia Aguilar, Director

**Subject:** SUB-LICENSE/LEASE FOR ENTRA VISION/ CROWN CASTLE  
(CT134531)

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This report requests Parks and Recreation Board (Board) approve a Sublicense to ENTRA VISION COMMUNICATIONS CORPORATION (ENTRA VISION) on Site No. 28 located at the South Mountain Communications Towers complex.

### 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 subleasing/sublicenses must still come to the Board for approval.

### DISCUSSION

The City entered into a Site License Contract No. 134531 with Crown Castle, LLC on July 1, 2012, on Site No. 28. The site license contains provisions to allow Crown Castle, LLC to add additional sublicense/subleases with Board approval.

In March 2024, Crown Castle sent a letter requesting to add ENTRA VISION as a sublease/sublicensee at their transmission antenna at the tower site. The additional transmission antenna equipment will be located inside Crown Castle's building and ENTRA VISION will mount an Antenna Propagation System on the south end of the antenna.

Upon Board approval, staff will execute a sublicense agreement with ENTRA VISION with an approximate effective date of June 1, 2024; and provide consent to update the equipment on the communications tower with no disruption to the ground level. ENTRA VISION will pay a monthly rate of \$3,000 as a Broadcasting TV User with an annual 3% escalator. The term of the sublicense agreement will align with all South Mountain tower agreements and expire June 30, 2032.

RECOMMENDATION

Staff requests the Parks and Recreation Board's approval to authorize Crown Castle's sublicense request for ENTRAVISION; and for Parks to enter into a sublicense agreement with ENTRAVISION through June 30, 2032; and to authorize the Parks and Director to sign all related agreement documents.

Prepared by: Theresa Faull, Deputy Director

Approved by: Martin Whitfield, Assistant Director



**To:** Parks and Recreation Board

**Date:** May 23, 2024

**From:** Cynthia Aguilar, Director

**Subject:** T-MOBILE TOWER CELL SITE LICENSE APPROVAL FOR  
RETROACTIVE RENEWAL

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This report requests Parks and Recreation Board approval to retroactively renew the T-Mobile cell site license located at the Phoenix Municipal Stadium, 5999 E. Van Buren St.

### BACKGROUND

In 1998, the Parks and Recreation Board (Board) entered into License Agreement 83499 to allow the contractor to maintain and operate a communications site at the Phoenix Municipal Stadium for a 21-year term. On May 28, 2018, an amendment to the license agreement was executed to extend the term for five years, with one option to extend for an additional five years.

### DISCUSSION

T-Mobile mailed a letter to the Parks and Recreation Department requesting to renew the license term for an additional five years. Unfortunately, staff did not receive the letter until after the term expiration date; and T-Mobile was operating under the assumption that the submittal of their letter sufficed as the renewal.

Upon Board approval, staff will execute a retroactive license renewal with an effective date of May 28, 2023, through May 27, 2028.

All terms and conditions of the Phoenix City Council adopted wireless communication rate structure and license agreement will remain the same.

### RECOMMENDATION

Staff recommends Parks and Recreation Board approval to retroactively execute the five-year renewal option for T-Mobile cell site license Agreement 83499, and to authorize the Parks and Recreation Director to sign all related agreement documents.

Prepared by: Theresa Faull, Deputy Director

Approved by: Martin Whitfield, Assistant Director



**To:** Parks and Recreation Board                      **Date:** May 23, 2024  
**From:** Cynthia Aguilar, Director

**Subject:** TELEPHONE PIONEERS OF AMERICA PARK PICKLE BALL  
SPONSORSHIP BY PHARMAVITE DBA NATURE MADE

This report requests Parks and Recreation Board approval to accept a Pharmative dba Nature Made in-kind sponsorship for Telephone Pioneers of America Park Pickleball Courts, in accordance with Sponsorship Policy 3.11 (**Attachment A**). Additionally, granting authorization to the Parks Director to execute the Sponsorship Agreement and sign all pertinent documents associated with the agreement.

#### BACKGROUND

Telephone Pioneers of America Park is an adaptive recreation park serving the needs of physically disabled persons. The park opened in 1988 with private donations collected by the Telephone Pioneers of America and was the first barrier-free park in the country. The park features unique amenities specifically designed for persons with physical disabilities. The park also has an office facility consisting of a single-story building approximately 3,000 square feet.

Nature Made has been a leader in the nutritional supplements industry since 1971 with more than 150 dietary supplements, high-quality vitamins, minerals, herbs, and other nutritional supplements that promote wellness and help maintain good health. In line with those goals, Nature Made regularly makes donations to communities across the United States and throughout the world to promote opportunities for healthier lifestyles.

#### DISCUSSION

Nature Made has generously committed a \$9,500 in-kind donation, to provide new pickleball nets and court markers for use at the outdoor pickleball courts at Telephone Pioneers of America Park. The Sponsorship Agreement and Schedule (**Attachment B**) further identifies the associated sponsorship details. Subject to board approval, these items will be presented to the community at the Telephone Pioneers of America Park on May 30. During the unveiling event, Nature Made will also provide 24 new pickleball paddles to give away to members of the community in attendance.

Subject to board approval, the Parks and Recreation Department will enter into a sponsorship agreement with Nature Made, categorized as a Project Sponsorship which

follows the required guidelines and documents the rights and responsibilities of both parties. Project sponsor benefits include:

1. Sponsor logo placement on pickleball nets.
2. Additional marketing opportunities as agreed upon by both parties.

#### RECOMMENDATION

Staff recommends Parks and Recreation Board approval to accept a Nature Made in-kind sponsorship for the installation of new pickleball nets and court markers at Telephone Pioneers of America Park, in accordance with Sponsorship Policy 3.11 (**Attachment A**). Additionally, granting authorization to the Parks Director to execute the Sponsorship Agreement and sign all pertinent documents associated with the agreement.

Prepared by: Stacia Holmes, Recreation Supervisor

Approved by: Martin Whitfield, Assistant Director





# ATTACHMENT A

## City of Phoenix Parks and Recreation Board Policy

Number <b>3.11</b>	<b>Sponsorship Policy</b>	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.

## ATTACHMENT A

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.

## ATTACHMENT A

### 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

## ATTACHMENT A

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

## ATTACHMENT A

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

## ATTACHMENT 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.

## ATTACHMENT A

- 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.

## ATTACHMENT B

### SPONSORSHIP AGREEMENT

This Agreement is made on the 23rd day of May 2024, between City of Phoenix Parks and Recreation Board (Board) and its Parks and Recreation Department (Department) and Pharmative dba Nature Made (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



## **ATTACHMENT B**

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).

## **ATTACHMENT B**

(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., 16<sup>th</sup> 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.

**ATTACHMENT B**

**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**

Cynthia Aguilar

Printed Name

City of Phoenix Parks and Recreation Director

Title

Signature

Date

**SPONSOR**

Pharmative dba Nature Made

Organization

Printed Name

Title

Signature

Date

**APPROVED AS TO FORM**

**ATTEST**

Acting City Attorney

City Clerk

## **ATTACHMENT B**

### **SCHEDULE**

#### **1. NAME OF SPONSOR**

Pharmative dba Nature Made

#### **2. ADDRESS OF SPONSOR**

P.O. Box 8531, West Hills, CA 91309-9903

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

Nature Made has been a leader in the nutritional supplements industry since 1971 with more than 150 dietary supplements that promote wellness and help maintain good health.

#### **4. DETAILS OF SPONSORSHIP**

##### **a) Sponsored Activity**

Nature Made will procure four pickleball nets, eight branded court markers, and 24 pickleball paddles at Telephone Pioneers of America Park. The City will not receive any monetary funds from this sponsorship.

##### **b) Sponsorship Fee / Product**

\$9,500 in-kind purchase for four pickleball nets, eight court markers, and 24 pickleball paddles.

##### **c) Term of Sponsorship**

Effective May 30, 2024.

#### **5. RIGHTS OF SPONSOR**

Pharmative dba Nature Made will be recognized as "Official Sponsors" for providing new pickleball nets and court markers.

#### **6. RECOGNITION OF SPONSOR**

Sponsor recognition announced at unveiling event and through the life of the eight court markers on the outdoor pickleball courts at Telephone Pioneers of America Park.



**To:** Parks and Recreation Board

**Date:** May 23, 2024

**From:** Cynthia Aguilar, Director

**Subject:** ASSIGNMENT OF TELECOMMUNICATION LICENSE AT SOUTH MOUNTAIN COMMUNICATION TOWERS FROM A-COMMUNICATIONS SOUTH MOUNTAIN LLC (134292) TO AIRFIBER WISP LLC

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This report requests Parks and Recreation Board (Board) approval for A-Communications South Mountain LLC Contract 134292 (A-Communications) to assign its broadcasting assets at the South Mountain Communications Towers in South Mountain Park to AIRFIBER WISP LLC (Airfiber).

#### 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 a Site License agreement with A-Communications on July 1, 2012 on Site No. 13. The purpose of the agreement was to provide the Licensee for access to, and operation of, certain electronic broadcasting and communications facilities at South Mountain Park, and does not create a lease, easement, or other estate or right in the park or any property.

The City was notified of the Airfiber's intent to purchase A-Communications' License and assets in February 2024. A-Communications is up to date on their monthly rent to the City and their current rate is \$1,709.25.

Upon Board approval, staff will execute a new License agreement with Airfiber assuming all A-Communications' license and assets. Airfiber's rate will start at the current rate of \$1,709.25 with an annual 3% escalator. The effective date will be on or around June 1, 2024, and the term of the agreement will align with all South Mountain tower agreements and expire June 30, 2032.

## RECOMMENDATION

Staff recommends the Parks and Recreation Board's approval to transfer the existing license and assets from A-Communications to Airfiber through a new license agreement; and to authorize Parks and Director to sign all related agreement documents.

Prepared by: Theresa Faull, Deputy Director

Approved by: Martin Whitfield, Assistant Director



**To:** Parks and Recreation Board

**Date:** May 23, 2024

**From:** Cynthia Aguilar, Director

**Subject:** SOUTH MOUNTAIN CENTENNIAL PLANNED EVENTS, PREVIOUS & CURRENT RENOVATIONS

---

This report provides the Parks and Recreation Board with information on recent projects and planned centennial events to commemorate the 100 years of City stewardship of South Mountain Park/Preserve.

### BACKGROUND

In 1924, the City of Phoenix purchased 13,000 acres of land for \$17,000 from the federal government. Today, at more than 16,000 acres, South Mountain Park/Preserve (South Mountain) is one of the largest municipally managed parks in the nation and consists of three mountain ranges - the Ma Ha Tuak, Gila and Guadalupe. 2024 marks the 100th year of City of Phoenix stewardship of South Mountain

There are 17 trailhead parking areas serving as entry points to more than 100 miles of trails for hiking, horseback riding and mountain biking. In 2023, over 1.7M visitors visited the park, including more than 861,239 hikers and cyclists. Many visitors enjoyed other activities including the Environmental Education Center and ranger-led programming. Additionally, the roadways provide access to three scenic overlooks accessible by car and are a favorite for bicyclists. Historic structures are located throughout the park, many of them built by Civilian Conservation Corps in the 1930s.

### DISCUSSION

In anticipation of the 100-year anniversary of South Mountain City stewardship, the Parks and Recreation Department began a series of intensive improvements to the mountain. For the past nine years, South Mountain has realized enhancements totaling \$22,893,021, with current projects underway at \$16,766,303. An upcoming project includes the City Council approved \$500 million General Obligation (GO) Bond Program approved by Phoenix voters on November 7, 2023, which earmarks \$7,695,631 for South Mountain Roadway Safety Enhancements.

The projects listed below demonstrate the City's ongoing commitment to ensure South Mountain remains an amazing Mountain Preserve Park for City of Phoenix residents and visitors well into the future.

Completed projects		\$22,893,021
South Mountain Park/Preserve Trails Master Plan	2016	\$ 149,675
South Mountain Storm Damage and Waterline Repair	2016	\$ 647,368
South Mountain Pima Canyon Trailhead Renovation	2018	\$ 2,124,989
South Mountain Ramadas (Big and Little) and Entry	2018	\$ 2,039,687
South Mountain Beverly Canyon Trailhead	2018	\$ 198,648
South Mountain Desert Foothills Trail Head	2019	\$ 1,291,588
South Mountain - New Ranger Station	2021	\$ 2,279,612
South Mountain Dobbins Lookout Improvements	2021	\$ 1,012,735
South Mountain Intersection Improvements	2021	\$ 2,162,467
Land Purchase	2022	\$ 7,153,920
South Mountain - Chandler Blvd Edge Protection	2022	\$ 439,768
South Mountain Bike Hub	2023	\$ 1,352,673
South Mountain Gila Valley Lookout	2023	\$ 2,039,891
In progress		\$16,766,303
South Mountain Historic Ranger Station Remodel	2024	\$ 189,000
Bursera Trailhead relocation	2024	\$ 339,926
Education Environmental Center – Exhibit Refresh	2024	\$ 1,237,377
South Mountain Activity Complex	2025	\$15,000,000
GO Bond		\$7,695,631
South Mountain Roadway Safety Enhancements	2023	\$7,695,631

Park Rangers offer a wide array of programs and events at South Mountain. Some of the events include Full Moon Hikes, Stargazing and Introduction to Telescopes, Petroglyphs of South Mountain, and Desert Awareness educational programs.

An event to celebrate the 100 years of City Stewardship is planned for November 2024. The event will feature the **grand reopening of the refreshed South Mountain Environmental Education Center (SMEEC) exhibit space** as well as music, food, and other activities. The renovation at the center will include a 16'x9' 3-dimensional topographic map which will feature projected imagery and video that can be changed interactively by visitors at touch screen panels. The map will focus on current and past themes at South Mountain. There will be new exhibits throughout the center that will help visitors learn more about the park and decide which areas they would like to explore on their visit. This project was selected to highlight the 100-year celebration to both introduce park visitors to this amazing space and because the exhibits and content in the SMEEC are uniquely focused on the South Mountain experience. In addition to the exhibit updates, the center will also receive improvements to the courtyard and large conference room.



As part of the centennial year celebration, 2024 also marks the launch of a \$15 million major renovation to the South Mountain Activity Complex. A steering committee of stakeholders convened during the summer of 2023 to help foster ideas that were incorporated into the design of this project. The renovation of the activity complex will provide an improved space for both small and large picnics, family gatherings and various community events. The project seeks to return the space to a more natural setting to historically fit into the park and to be enjoyed by all.

A social media campaign, “100 Things I Love About South Mountain Park” is underway and will run throughout the year. The campaign features elements throughout the Park that celebrate the uniqueness of South Mountain.

### RECOMMENDATION

This report is for information only.

Prepared by: Jarod Rogers, Deputy Director

Approved by: Tracee Hall, Assistant Director



**To:** Parks and Recreation Board

**Date:** May 23, 2024

**From:** Cynthia Aguilar, Director

**Subject:** IMPACT MELANOMA FREE SUNSCREEN PILOT PROGRAM

---

The Parks and Recreation Department is requesting approval from the Parks Board to accept the partnership agreement with IMPACT Melanoma and to begin a pilot program at selected splashpad locations. This is in accordance with Sponsorship Policy 3.11 (**Attachment A**). Additionally, granting authorization to the Parks Director to execute the Partnership Agreement and sign all pertinent documents associated with the agreement.

#### BACKGROUND

Arizona is known for its desert climate and hot weather, particularly during the intense summer months which allows for more direct exposure to ultraviolet (UV) radiation. The effects of UV radiation on the skin may include sunburn and premature aging. Additionally, UV radiation damages the DNA in skin cells, leading to mutations that can result in various types of skin cancer.

Melanoma is a serious form of skin cancer that develops in the melanocytes which are the cells in the skin that produce melanin, which gives skin its color. Melanoma is considered the fifth most common cancer in the United States and the second most common cancer among 15 to 29-year-olds. According to the American Cancer Society an estimated 100,640 people in the United States will be diagnosed with melanoma in 2024. While this type of skin cancer is less common, this skin cancer is more dangerous as it is more likely to spread to other organs if not treated. Melanoma accounts for 5 percent of all skin cancers and 71 percent of skin cancer deaths.

#### DISCUSSION

IMPACT Melanoma is a non-profit organization dedicated to saving lives through cancer prevention with educational programs that increase awareness, promote early detection, and prevent skin cancer. Their educational programs have been presented at schools, communities, and workplaces, focusing on the importance of sun safety and regular skin checks.

As part of their educational effort to prevent skin cancer, IMPACT Melanoma would like to partner with the Parks and Recreation Department on a pilot program by providing free sunscreen at six City of Phoenix splashpads sites. IMPACT Melanoma will supply six portable sunscreen dispensers and will be responsible for the maintenance and

weekly refill of the sunscreen for the 2024 splashpad season which runs from May 25, through October 1, 2024. The six splashpad locations are listed below.

- Altadena Park - 3711 E. Altadena Ave.
- Margaret T. Hance Park – 67 W. Culver St.
- El Oso Park - 3451 N. 75th Ave.
- Mariposa Park - 3150 W. Morten Ave.
- Nuestro Park - 1433 S. 9th St.
- Trailside Point Park - 7215 W. Vineyard Rd.

The Sponsorship Agreement and Schedule (**Attachment B**) further identifies the associated sponsorship details. Subject to board approval, the department will enter into a sponsorship agreement with IMPACT Melanoma, Inc., categorized as a Project Sponsorship which follows the required guidelines and documents the rights and responsibilities of both parties. IMPACT Melanoma, Inc. has initially requested to be recognized as an “Official Sponsor” with the following privileges:

1. The Sponsor’s name and logo will be displayed at six sunscreen dispensers at six splashpads locations.
2. Acknowledge sponsor in promotional and educational material produced, published, or broadcast, displayed, or exhibited by Phoenix Parks and Recreation Department including use of sponsor logo, in a manner agreed to by all parties.

Additionally, the Sponsor will have the freedom to publicize and promote its status as a sponsor of Impact and its role in the Sponsorship.

### RECOMMENDATION

The Parks and Recreation Department is recommending approval from the Parks Board to accept the partnership agreement with IMPACT Melanoma and to begin a pilot program at selected splashpad locations. This is in accordance with Sponsorship Policy 3.11 (**Attachment A**). Additionally, granting authorization to the Parks Director to execute the Partnership Agreement and sign all pertinent documents associated with the agreement.

Prepared by: Felicita Mendoza, Special Projects Administrator

Approved by: Martin Whitfield Assistant Director

# ATTACHMENT A

## City of Phoenix Parks and Recreation Board Policy

Number <b>3.11</b>	<b>Sponsorship Policy</b>	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.

## ATTACHMENT A

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.

## ATTACHMENT A

### 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

## ATTACHMENT A

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

## ATTACHMENT A

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



## ATTACHMENT 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.

## ATTACHMENT A

- 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.

## ATTACHMENT B

### SPONSORSHIP AGREEMENT

This Agreement is made on the 23rd day of May 2024, between City of Phoenix Parks and Recreation Board (Board) and its Parks and Recreation Department (Department) and IMPACT Melanoma, Inc. (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

## **ATTACHMENT B**

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).

## **ATTACHMENT B**

(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., 16<sup>th</sup> 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.

**ATTACHMENT B**

**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**

Cynthia Aguilar

Printed Name

City of Phoenix Parks and Recreation Director

Title

Signature

Date

**SPONSOR**

IMPACT Melanoma, Inc.

Organization

Printed Name

Title

Signature

Date

**APPROVED AS TO FORM**

**ATTEST**

Acting City Attorney

City Clerk

## ATTACHMENT B

### SCHEDULE

#### 1. NAME OF SPONSOR

IMPACT Melanoma, Inc.  
Laurie Seavey  
[lseavey@impactmelanoma.org](mailto:lseavey@impactmelanoma.org)

#### 2. ADDRESS OF SPONSOR

490 Virginia Road, Concord, MA 01742

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

Impact's mission is to raise awareness and educate the public about skin cancer and the importance of sunscreen in preventing skin cancer.

#### 4. DETAILS OF SPONSORSHIP

##### a) Sponsored Activity

IMPACT Melanoma will provide six portable sunscreen dispensers at six splashpad sites including weekly sunscreen refills and maintenance.

##### **SPLASHPADS LOCATIONS**

Altadena Park - 3711 E. Altadena Ave.  
Margaret T. Hance Park – 67 W. Culver St.  
El Oso Park - 3451 N. 75th Ave.  
Mariposa Park - 3150 W. Morten Ave.  
Nuestro Park - 1433 S. 9th St.  
Trailside Point Park - 7215 W. Vineyard Rd.

##### Sponsorship Rationale

Arizona's melanoma rate is 40% higher than U.S. average according to the American Cancer Society. Melanoma is the most serious form of skin cancer by providing free sunscreen to the community it increases awareness of the importance of being sun safe.

##### b) Sponsorship Fee / Product

Impact secured financial and in-kind donations to support the Project.

##### Sponsorship Product

Six portable sunscreen dispensers including sunscreen refills as needed.

##### c) Term of Sponsorship

May 25, 2024 – October 1, 2024

## **ATTACHMENT B**

### **5. RIGHTS OF SPONSOR**

The Sponsor will have the freedom to publicize and promote its status as a sponsor of Impact and its role in the Sponsorship.

### **6. RECOGNITION OF SPONSOR**

- (a) The Sponsor's name and logo will be displayed at six sunscreen dispensers at six splashpads locations.
- (b) Acknowledge sponsor in promotional and educational material produced, published, or broadcast, displayed, or exhibited by Phoenix Parks and Recreation Department including use of sponsor logo, in a manner agreed to by all parties.





**To:** Parks and Recreation Board

**Date:** May 23, 2024

**From:** Cynthia Aguilar, Acting Director

**Subject:** MARGARET T. HANCE PARK FIREHOUSE LEASE

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This report requests Parks and Recreation Board authorization to enter into a lease agreement with Poolhouse Group, LLC (Poolhouse) for the refurbishment, operation and maintenance of the historic firehouse building located at 1130 N. 1st St., adjacent to Margaret T. Hance Park (Hance Park).

### BACKGROUND

The Parks and Recreation Department (Parks) owns the firehouse site, which is located at 1130 N. 1st St. The site is approximately 26,500 square feet in size and includes an approximately 4,730 square foot building that was formerly used as a fire station. The building is currently vacant, occasionally utilized for temporary uses or storage, and was last operated as a fire station in the early 1970's. The site is immediately adjacent to Hance Park and redevelopment of the building is an integral component of the ongoing revitalization of the park. The core building infrastructure on the site is functionally obsolete and needs to be updated or replaced in order for the building to be usable. Major systems such as electrical, plumbing and HVAC have largely been removed from the building and need to be replaced, while other systems such as the roof and site layout are in critical need of updating to bring the site up to a grey shell condition attractive to a new use.

The Site is controlled by Parks, which partnered with the Community and Economic Development Department (CEDD) to release a request for proposal (RFP) for disposition and redevelopment of the Site. A previous RFP process was initiated in 2015; three proposals were received and after review by the evaluation committee, none were awarded. In 2022, a new RFP process was initiated; one proposal from Poolhouse was received and deemed responsive.

### DISCUSSION

The project will rehabilitate the firehouse, including refurbishment of the core building infrastructure, into a full-service, high-quality dining experience with affordable options that serves residents, park users, event goers and visitors, while maintaining the firehouse's historic eligibility. The restaurant will operate daily for breakfast, lunch, and dinner and offer indoor and outdoor dining space that directly accesses and integrates into Hance Park. The successful operation of the firehouse restaurant, in partnership

with the City, will be another component toward achieving the vision of transforming Hance Park as the City's iconic downtown park. Poolhouse will work with the City to incorporate the existing architectural designs and aesthetic character as prepared by Hargreaves Associates, to ensure compatibility with the park's overall design. Poolhouse has also agreed to refurbish the core building systems and make improvements to the building site to bring the site into a grey shell condition prior to completing their tenant improvements. Funding for the core building infrastructure refurbishment and public site improvements will come from rent credits from the annual lease rate and reimbursement of the City's share of the General Fund portion of certain taxes (subject to City Council approval).

The following major business terms have been negotiated with Poolhouse:

- Annual lease rate of \$128,580, with a 3% annual escalator.
- Fifteen (15) year lease term, with three five-year extensions.
- Poolhouse has committed that a minimum of 90% of suppliers for goods/services will be a small business.
- A Core Building Refurbishment Agreement funded through rent credits and tax revenues generated from the site (subject to City Council approval) will fund renovation of systems to bring the building to grey shell condition.
- Eligible building refurbishment improvements are subject to Title 34.

CEDD is assisting Parks with this redevelopment. In April 2024, City staff attended community and stakeholder meetings to receive input on the proposed project, including the Evans-Churchill Community Association, Roosevelt Action Association, Roosevelt Row CDC, Downtown Voices Coalition, Hance Park Conservancy, Central City Village Planning Committee and Historic Preservation Commission.

### RECOMMENDATION

Staff recommends the Parks and Recreation Board authorize staff enter into a lease agreement with Poolhouse for the refurbishment, operation and maintenance of the firehouse site located at 1130 N. 1st St.

Prepared by: Xandon Keating, Deputy Community and Economic Development Director  
Heather Rasmussen, Economic Development Program Director

Approved by: Martin Whitfield, Assistant Director