

## **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, October 24, 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 2866 482 4581 then enter in the Webinar password PksMtg! when prompted (7576841 from phones).

**Observe**

[October 24, 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:

[October 24, 2024 - Parks and Recreation Board Meeting Requests to Speak](#)

- Virtual speakers must register by: **October 23, 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
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
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 - September 26, 2024	Robin Kelley
	b. Mural Donation at South Mountain Park/Preserve	Jarod Rogers
	c. Sponsorships for Boo Fest at Paseo Highlands Park	Bob Adams
4.	DISCUSSION AND POSSIBLE ACTION ITEM(S): Discussion and Possible Action items are for information, discussion, and possible action.	
	a. Annual Update on Phoenix Trails and Heat Safety	Jarod Rogers
5.	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
6.	BOARD CHAIRPERSON’S REPORT – The Chairperson will verbally present comments or requests to the Board <b>without Board discussion</b> .	Kelly Dalton, Chair
7.	BOARD COMMENTS/REQUESTS – The Chairperson will entertain Board member comments or requests <b>without Board discussion</b> .	Kelly Dalton, Chair
8.	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
9.	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.

October 18, 2024



**To:** Parks and Recreation Board

**Date:** October 11, 2024

**From:** Cynthia Aguilar, Director

**Subject:** MONTHLY CODE OF CONDUCT UPDATE

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

### BACKGROUND

For additional background information, refer to Parks Board reports completed from January 2021 to December 2023. 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 and 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 August 5 to the week of August 26, urban park rangers made approximately 1,551 educational contacts. During this period, park rangers issued 258 trespass and order to leave the park notices and 22 citations. The trespass notices during this period were related to: 129 using or possessing drugs/paraphernalia, 81 after hours park use, 11 tobacco/fire restrictions, 9 glass containers, 7 shopping carts, 4 using amenities outside of intended use, 4 unlawful conduct, 3 vending without a permit, 3 failure to comply with an order to leave, 2 alcohol without a permit, 2 harassment of staff/patrons, one dog at large, one endangering self/others, and one littering. The citations were for violations related to: 17 after hours park use, 2 alcohol without a permit, 2 failure to comply with an order to leave, and one dog at large.

From the week of September 2 to the week of September 30, urban park rangers made approximately 1,838 educational contacts. During this period, park rangers issued 189 trespass and order to leave the park notices and 46 citations. The trespass notices during this period were related to: 82 using or possessing drugs/paraphernalia, 58 after hours park use, 15 loitering, 5 spiritous liquor in park, 5 unlawful conduct, 4 abusing/vandalizing park amenities, 3 shopping carts, 2 storing or leaving personal item unattended, 2 non-designated parking, 2 littering, 2 failure to comply with an order to leave, 2 smoking/vaping, 2 using amenities outside of intended purpose, one amplified sound without a permit, one urinating in public, one vending without a permit, one intimidation/harassment, and one entering facilities without appropriate attire. The citations were for violations related to: 30 after hours park use, 5 shopping carts, 5 loitering, 3 spiritous liquor in park, 2 entering area of park closed to public, and one dog at large. (See **Attachment A Table 1** for a weekly breakdown of the activity for August and September).

At the time of this report, two trespass notices have been issued to juveniles with no citations. No appeals have been received for adult nor juvenile trespasses at this time.

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: Cynthia Aguilar, Director

## Attachment A

**Table 1:**

<b>Date</b>	<b>Number of Educational Contacts</b>	<b>Number of Trespass Notices and Orders to Leave Issued</b>	<b>Number of Arizona Traffic Ticket and Complaint (ATTC) Citations Issued</b>
Week of September 30	364	38	9
Week of September 23	370	33	6
Week of September 16	394	36	3
Week of September 9	342	52	19
Week of September 2	368	30	9
Week of August 26	278	40	7
Week of August 19	431	70	5
Week of August 12	455	68	7
Week of August 5	387	80	3
Week of July 29	434	65	6
Week of July 22	482	65	5
Week of July 15	466	106	7
Week of July 8	431	76	4
Week of July 1	321	54	8
Week of June 24	488	53	2
Week of June 17	345	36	4
Week of June 10	446	47	3
Week of June 3	614	308	7
Week of May 27	452	45	6
Week of May 20	337	73	4
Week of May 13	512	93	7
Week of May 6	520	39	4
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	498	28	4
Week of March 18	585	50	2
Week of March 11	454	43	3
Week of March 4	596	30	2
Week of February 26	568	47	11
Week of February 19	604	29	2
Week of February 12	390	39	4

## Attachment A

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.*

***\*\*\*\*On September 1, 2024 park rangers began using a new, updated, GIS based data collection tool that allows for more accurate reporting.***

## Attachment A

**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
May	Hance	264	Cesar Chavez	159	Cave Creek*	156	Hermoso	102	La Pradera	97
June	Hance	380	Hermoso	346	Cesar Chavez	140	Cave Creek*	107	University	88
July	Hance	287	Cave Creek*	148	Cesar Chavez	144	Hermoso	102	Sueno	97
Aug	El Prado	127	Cave Creek*	127	Hance	123	El Oso	121	Cesar Chavez	107
Sept	El Oso	265	Cave Creek*	164	Cesar Chavez	161	Hance	111	Sueno	99

*\*The Cave Creek Parks include 6 connected parks.*

**CITY OF PHOENIX  
PARKS AND RECREATION BOARD  
SUMMARY MINUTES  
September 26, 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 Tony Moya (Virtual) Ed Zuercher (Virtual) Dorina Bustamante (Virtual)	Jon Chan Cynthia Aguilar Martin Whitfield Todd Shackelford Tannia Ruiz	Michael Norton Jerry Van Gasse Nicole Dizon Ginnie Ann Sumner Julia Taagart Gee Gee Entz Tom Harrell Jes Dobbs Timothy Sierakowski Jerry Van Gasse
<b><u>Board Members Absent</u></b>		
Aubrey Barnwell Sarah Porter Emma Viera		

**1. CALL TO ORDER**

Chairperson Dalton called the meeting to order at 5:06 p.m. with Board Members Moya, Zuercher, and Bustamante in attendance.

**2. CONSENT ITEMS**

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

**2a. Parks and Recreation Board Summary Minutes- August 29, 2024**

**2b. Multi Year Event License Agreement with McDowell Mountain Music Festival, Inc. at Steele Indian School Park**

**2c. Requests to Vend at Steele Indian School Park**

Chairperson Dalton made a motion to approve consent items 2a through 2c. Board Member Bustamante, seconded the motion which passed unanimously, 4-0.

**3. INFORMATION AND DISCUSSION ITEM(S):**

**3a. Parks and Recreation Department Capital Improvement Program Update**

Deputy Director Todd Shackelford presented an update on the five-year Capital Improvement Program (CIP), highlighting various completed projects. He explained the CIP's funding sources and its focus on new park designs, facility upgrades, and safety-based improvements, using a three-tiered rating system to assess the lifespan of amenities. Over 150 projects are currently managed, including ADA-accessible playgrounds, shade structures, and park renovations. Notable projects include the Encanto Park Playground, Momo Park, Harvest Park, Roadrunner Park, and new



cricket pitches. Mr. Shackelford also discussed widespread maintenance efforts across the city's parks, including repairs to parking lots, sidewalks, LED lighting retrofits, and fountain replacements. Director Cynthia Aguilar commended Shackelford and his team for their work over the past six months

Chairwoman Kelly Dalton thanked staff for the presentation and diversifying different funding sources.

Chairwoman Dalton opened the floor for public comment on this item.

Jerry Van Gasse commented that he would like to see updates on existing parks, information on preserve projects and more frequent updates on CIP projects.

Michael Norton commented that he would like focus placed on opportunities for raising additional funds to activate undeveloped properties. He also stated he would like a list available of the undeveloped and vacant properties provided on a regular basis.

Board Member Zuercher requested a future agenda item addressing planned capital improvements for water conservation, shade, and funding for undeveloped properties.

Board Member Moya emphasized the delicate balance between allocating funding for maintaining existing park infrastructure and developing new parks. He noted that a discussion is needed to determine the primary focus moving forward.

### **3b. Parks and Recreation Department American Rescue Plan Act Update**

Assistant Director Marty Whitfield provided an update on American Rescue Plan Act (ARPA) projects, detailing the \$2.9 million allocated in June 2022 for park improvements, including adaptive playground elements, athletic court refurbishments, and WalkPHX paths and fitness stations. He highlighted the installation of adaptive playground features at several parks to accommodate children with diverse physical and sensory abilities, as well as the refurbishment of sports courts to enhance safety. ARPA funding is also supporting new WalkPHX paths and fitness stations across multiple parks, all set to be completed by the end of the year.

Management Assistant II Tannia Ruiz discussed the Park Activation Neighborhood Grant Program, which allocated ARPA funding for grants to neighborhood groups and nonprofits for hosting community events or programming to activate parks. With over 200 events planned or held in 37 parks, the program is transforming parks into community hubs, promoting health, fitness, and cultural engagement while creating safer, more inclusive spaces. These efforts reflect the City's ongoing commitment to improving park accessibility, safety, and community involvement.

Chairperson Dalton opened the floor for public comment in this item.

Nicole Dizon, a member of the 44th Community Alliance Steering Committee and ARPA Grant recipient, spoke about the significant impact of the grant program on her community. She highlighted Pierce Park, which had previously been one of the top five

parks for code of conduct violations, as a key site where grant funds were used to host a celebration with entertainment, food, and games. The event brought neighbors together, creating a lasting positive effect that has continued. Dizon emphasized that the park is now being used for its intended purpose and expressed hope for continued funding opportunities to further benefit the community.

Amy Ramirez, the Camelback Community Association President, shared as recipients of an ARPA grant, they were able to introduce family friendly and culturally inviting events to their neighborhood. She explained the events made people feel safe and lessened negative activity encouraging the community to utilize parks more. She stated they were grateful and looking forward to partnering with the city in future park activation projects.

Board Member Zuercher thanked staff for the update. He shared his hope for additional funding in the future and recognized there is a high demand for resources. He also thanked the residents that shared about their usage of ARPA grant funds.

Chairwoman Dalton shared that the response and number of applications for the Park Activation Neighborhood Grant Program was incredible. She also said she hopes that additional funds will be available in the future to use as a jump start to communities. She recognized the importance parks can bring to communities.

### **3c. Parks and Recreation Department General Obligation (GO) Bond Update**

Director Aguilar provided an update on the GO Bond program, highlighting that \$64 million from the \$500 million bond passed by Phoenix voters will fund 10 projects for the Parks and Recreation Department over the next five years. The Neighborhood Parks Enhancement Program, allocated \$1.5 million, will support minor capital improvements across council districts, with applications open in fall 2024. Additionally, new centers, park enhancements, and pool conversions are planned, including the transformation of Maryvale and Harmon Park Pools into regional pools. Esteban Park and Estrella Civic Space will receive significant development, while South Mountain Park and Margaret T. Hance Park will see key improvements. Aguilar also discussed criteria for project selection, prioritizing community demand, safety, and existing amenities to maximize funding and avoid duplication.

Board Member Moya inquired about the Neighborhood Parks Enhancement Program, asking if there will be an online application and how it can be accessed.

Director Aguilar confirmed that the applications for the Neighborhood Parks Enhancement Program will be available online from September 27 to November 8, 2024. The program will be promoted through the Parks and Recreation social media platforms, shared with council offices, marketed to neighborhood groups listed with Neighborhood Services, and highlighted through community engagement efforts.

Board Member Zuercher expressed his support for the transformation of the pools, noting how pool usage and staffing needs have changed. He emphasized that having fewer, higher-quality, more exciting, and attractive pools is preferable to maintaining a

larger number of less appealing ones. He also commended the conversion of pools to splash pads as a forward-thinking and creative solution.

Chairwoman Dalton expressed her appreciation for the presentations and for receiving detailed information about all the projects the Parks Department is working on. She emphasized the importance of staying informed about the department's efforts and plans.

#### **4. CALL TO THE PUBLIC**

Tom Harrell, President of the Echo Canyon Homeowners Association, expressed his opposition to the suggestion to change hours at Echo Canyon. He cited safety concerns for hikers in the dark, as well as issues related to increased noise, traffic, and crowds affecting local residents.

Gee Gee Entz, a resident near Echo Canyon, voiced her opposition to the proposed change in hours, citing concerns about increased noise and safety issues related to lighting.

Jessica Dobbs requested expanding and clarifying hiking hours, saying that sunrise is too vague of a statement.

Julia Taggert commented on safety concerns at Norton and Palma Parks.

Timothy Sierakowski commented on the popularity of hiking at Echo Canyon. He suggested a shuttle system as a way to reduce traffic and congestion concerns.

Jerry Van Gasse commented he would like increased hours for hiking and stated he would continue working together with neighbors as it has been efficient in the past.

Ginnie Ann Sumner thanked the Parks Department for their participation in the 44th Community Alliance GAIN Event and for the Park Activation Neighborhood Grant Program. She also expressed her enthusiasm and appreciation for the activation of the 24/7 Code of Conduct answering service.

#### **5. BOARD CHAIRPERSON'S REPORT**

Chairwoman Dalton thanked the people that came out in person and those who come regularly. She also thanked staff for the informative presentations.

#### **6. BOARD COMMENTS/REQUESTS**

Board Member Bustamante commented she would like information on the City's respite program and how it might impact the park system and if there can be future planning, awareness, and coordination.

#### **7. DIRECTOR'S BRIEFING**

Assistant Director Whitfield shared information regarding the PHXTeens attendance at a Phoenix Mercury Game, the University Park Homework Club, and the start of Fall Programming.

Director Aguilar shared information on the launch of the 24/7 Parks Code of Conduct Answering Service, the Pinpoint Interactive Social Map, the Gila River Lookout winning a 2024 MCDI Disability Awareness and Recognition Event award, and preparations underway for the 37<sup>th</sup> Annual APS Electric Light Parade.

**8. ADJOURNMENT:**

Chairperson Dalton adjourned the meeting at 6:18 p.m.



**To:** Parks and Recreation Board

**Date:** October 24, 2024

**From:** Cynthia Aguilar, Director

**Subject:** MURAL DONATION IN SOUTH MOUNTAIN PARK/PRESERVE

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This report requests the Parks and Recreation Board (Board) approval of a mural donation to celebrate the 100-year anniversary of city stewardship of South Mountain Park/Preserve to the Parks and Recreation Department.

#### BACKGROUND

The Parks and Recreation Board Donation Policy provides guidelines to outline the duties and responsibilities of the Parks and Recreation Department for accepting non-monetary donations. The policy helps ensure donations are beneficial to the Department, managed to their optimum potential and properly accounted for **(Attachment A)**.

Hadar Rahav of Creative Paving Solutions reached out to the Parks and Recreation Department (Parks) to propose donating a mural to be placed on the pavement at the gatehouse entrance to the South Mountain Park/Preserve located at 10919 S. Central Avenue, Phoenix, AZ 85042 **(Attachment B)**.

The mural will be a large duplicate of the City created logo to celebrate the 100-year anniversary of city stewardship of South Mountain Park/Preserve. The mural will be located on the pavement directly in front of the gatehouse as visitors drive into the South Mountain Park/Preserve to help bring awareness to the centennial celebration.

#### DISCUSSION

The Parks and Recreation Department determined that an archaeological survey would not be required for Mr. Rahav's donation, as no ground disturbance will occur during the mural application.

The decorative mural is valued at \$7,500. The donation cost and any related installation costs will be covered by Mr. Rahav. There is no cost to the City for this donation.

This donation is considered a Standard donation and will be documented on the Donation Tracking Form **(Attachment C)** and submitted to the Parks and Recreation Director for signature. A signed copy of the Tracking Form will be saved in department records in order to document the donation transaction and management approval that

all guidelines were followed and met. With Board approval, the department will enter into a letter agreement with Creative Paving Solutions and develop an installation timeline.

### RECOMMENDATION

Staff requests the Parks and Recreation Board (Board) approval of a mural donation to celebrate the 100-year anniversary of city stewardship of South Mountain Park/Preserve to the Parks and Recreation Department's Natural Resources Division.

Prepared by: Jarod Rogers, Deputy Director

Approved by: Cynthia Aguilar, Director

# ATTACHMENT A

## City of Phoenix Parks and Recreation Board Policy

Number <b>3.12</b>	<b>Donation Policy</b>	Adopted: 2/25/2021
		Revised:

### 1.0 PURPOSE

This policy and its guidelines are intended to outline the duties and responsibilities for accepting non-monetary donations by the Parks and Recreation Department.

Note:

Approved donations will comply, and are not intended to conflict, with Phoenix City Code Sec. 2-52 City of Phoenix Ethics and Gift Policy.

### 2.0 BACKGROUND

The Department may receive donation inquiries from various sources, including organizations, businesses and private citizens. The following policy will ensure these donations are beneficial to the Department, managed to their optimum potential and properly accounted for.

A donation can be respectfully denied. The donation must be in the overall best interest of the Department to be accepted.

### 3.0 DEFINITIONS

Non-Monetary Donation: Any product or material donation freely given to the Department, with no expectation of return or conditions. Sponsorship agreements are covered under a separate policy.

For the purposes of this policy, donations include product and or material such as, but not limited to, sand, gravel, rock, plastic, metal, wood and paper. It may also include products such as, but not limited to:

- 3.1 Hand tools to be used for daily park maintenance (rakes, shovels, brooms, etc.)
- 3.2 Mechanical maintenance equipment used to perform repairs and upkeep on City property (lawn mower, weed eater, hand saw, etc.)
- 3.3 Park amenities to be installed on park property and accessible to the public (tables, chairs, park bench, etc.)

### 4.0 POLICY GUIDELINES FOR ACCEPTING A DONATION

A donation is an opportunity to enhance Department public service if the donation is consistent with all Department policies and regulations; positively augments or supplements the public space(s); and reaffirms the Department's mission and core services. In considering a non-monetary donation, the following guidelines should be

considered individually and collectively when evaluating a material and/or product donation.

**Standard donations will be recommended by the respective Division and approved by the Director based on the following guidelines:**

- 4.1 The donation is compatible with the Department's mission, values, and policies, and with City policies, laws, rules, and regulations.
- 4.2 The donation enhances public service and Department operations.
- 4.3 The donation does not commit the Department to additional operating and maintenance responsibilities and costs, unless approved by the Director.
- 4.4 The donation is in new/like new condition.
- 4.5 The donation does not create a liability or pose a safety concern to the public or staff.
- 4.6 The donation does not create a conflict of interest for the Department.

**Restricted donations (see 5.0) will be recommended by the Director and approved by the Parks and Recreation Board:**

- 4.7 Notification and approval by the Parks and Recreation Board is required if the donation is potentially subject to environmental, cultural or archaeological restrictions, as more fully described below (see section 5.0).
- 4.8 Any environmental, cultural or archaeological donation restrictions must be resolved prior to finalizing a donation (see section 5.0).

## **5.0 ENVIRONMENTAL, CULTURAL OR ARCHAEOLOGICAL RESTRICTIONS**

A donation can create an environmental, cultural and or archaeological review requirement. These restrictions must be reviewed and approved by the Parks and Recreation Board prior to the final donation approval and acceptance. A minimum of 60 days shall be allowed for this coordination to occur.

In addition to receiving Parks and Recreation Board approval, the Department will confer with the following authorities based on the donation circumstances and specifics:

- a. Water Permitting and Protected Species  
Office of Environmental Programs Water, Wildlife, and NEPA  
Environmental Programs Coordinator  
602-534-1775 or 602-256-5669
- b. Archaeology Assessment(s)  
City Archaeology Office  
602-495-0902 or via email at [Archaeology@phoenix.gov](mailto:Archaeology@phoenix.gov)
- c. Soil Sampling and Testing  
Office of Environmental Programs Remediation Environmental Programs Coordinator
- d. Historic Resources  
Historic Preservation Office  
602-261-8699 or via email at [historic@phoenix.gov](mailto:historic@phoenix.gov)

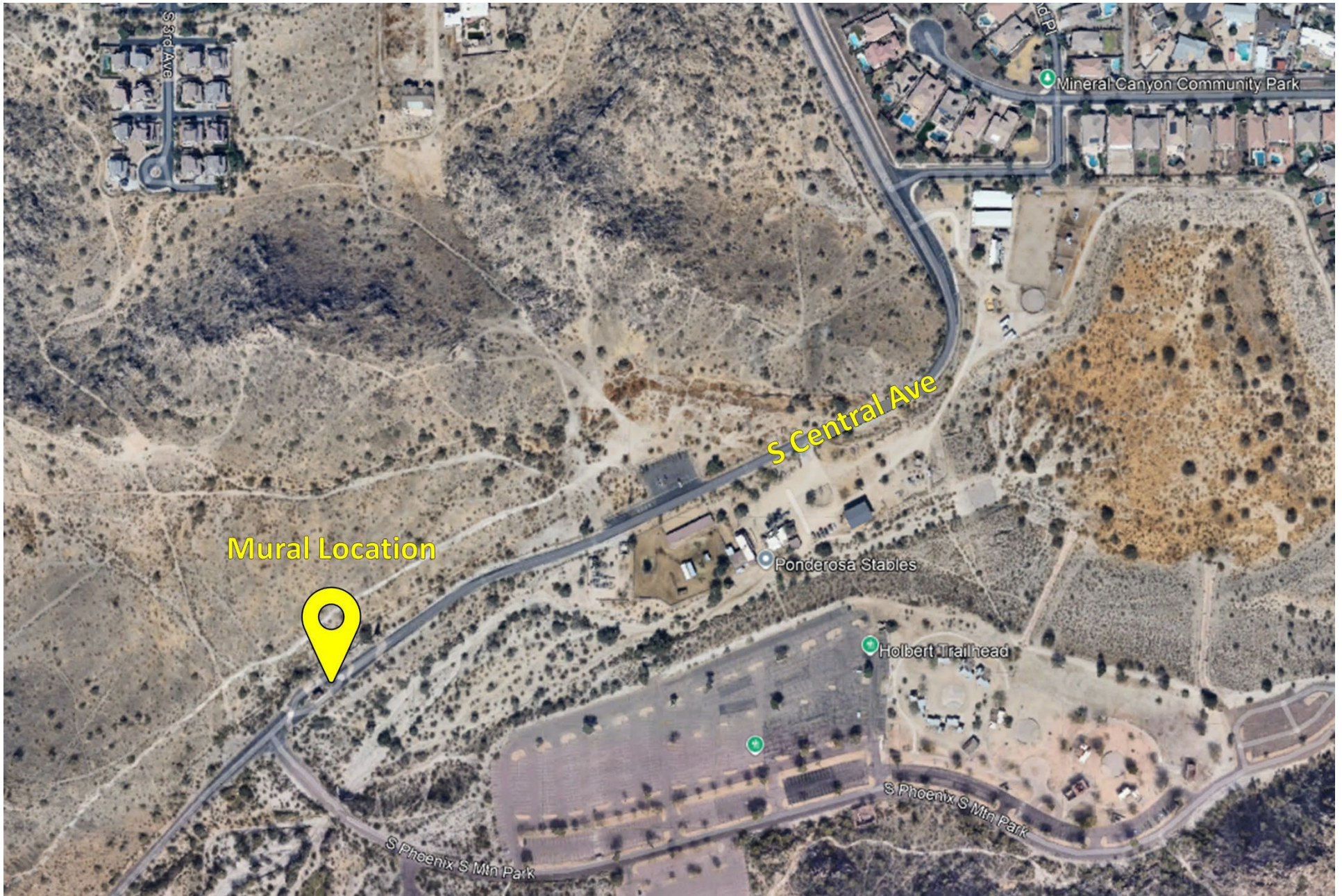


Note: If testing is required, an environmental consultant will be contracted to collect the samples and deliver them to a certified Arizona state laboratory and completed through the Environmental Services area of the Street Transportation Department. Testing requirements may vary based on the location that the donation is intended for. Sites such as mountain preserve property may have additional testing considerations.

## **6.0 Tracking and Approval**

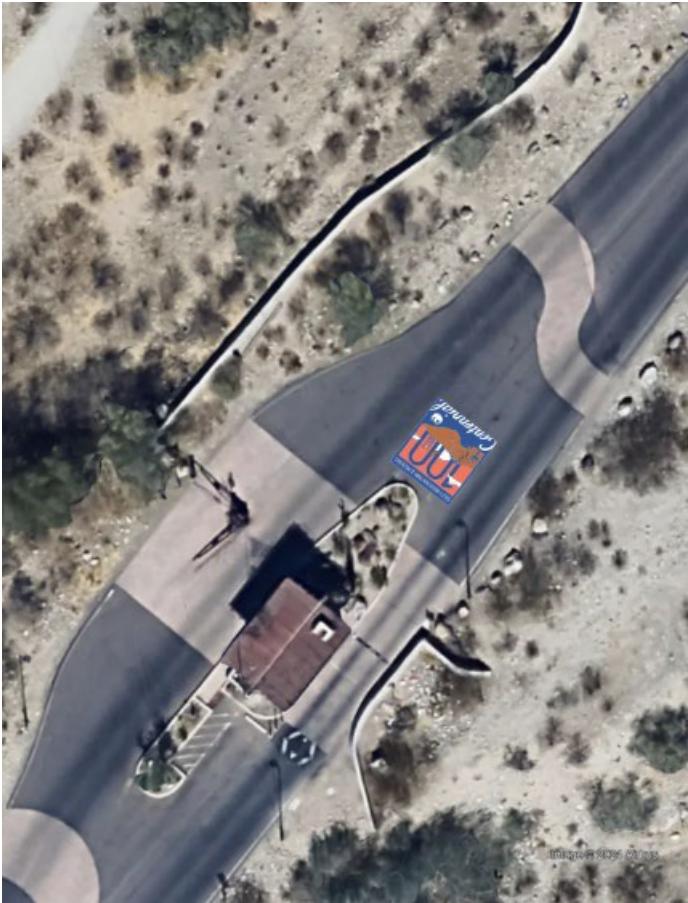
Standard donations (approved by the Director) and restricted donations (approved by the Parks Board) will be documented on the Donation Tracking Form (Attachment A) and submitted to the Parks and Recreation Director for signature. A signed copy of Attachment A will be saved in Department records in order to document the donation transaction and management approval that all guidelines were followed and met.

ATTACHMENT B



Mural Location





Overhead View



Entrance View

# ATTACHMENT C

## Donation Policy Attachment A

**Donation Tracking Form:** In considering a non-monetary donation, the following guidelines should be considered individually and collectively when evaluating a material and or product donation. Please check when complete:

Guideline (Recommended by the Division and approved by the Director)	Yes	No
Is the donation compatible with the Department's mission, values, and policies, and with City policies, laws, rules, and regulations?		
Does the donation enhance public service and Department operations?		
Does the donation commit the Department to additional operating and maintenance responsibilities and costs?		
If applicable, is the donation in new/like new operating condition?		
Does the donation create a liability or pose a safety concern to the public or staff?		
Does the donation create a conflict of interest for the Department?		
Guideline (Recommended by the Director and approved by the Parks Board)		
Is the donation subject to environmental, cultural or archaeological restrictions?		
Has the environmental, cultural or archaeological donation restriction been resolved prior to finalizing the donation?		

Date of Donation	Donor	Description of Item(s)	Estimated Value (Amount)	Non-Restricted	*Restricted

\*If Restricted is marked; complete this chart. Contacts in accordance with Section 5.0

Item	Environmental Review Completed	Cultural Review Completed	Archaeological Review Completed	Date Approved by Parks Board

**Form Completed By:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Approved By (Deputy Director):**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Approved By (Department Director):**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



**To:** Parks and Recreation Board

**Date:** October 24, 2024

**From:** Cynthia Aguilar, Director

**Subject:** SPONSORSHIPS FOR THE BOO FEST EVENT AT PASEO HIGHLANDS PARK

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This report requests Parks and Recreation Board (Board) approval to accept a \$5,000 in-kind sponsorship from Phoenix Revitalization Corporation, a \$250 donation from Raising Cane's, and a \$250 donation along with a \$120 in-kind gift card sponsorship from Dutch Bros for the Boo Fest event, in accordance with Sponsorship Policy 3.11.

#### BACKGROUND

The Parks and Recreation Department organizes the annual Boo Fest at Paseo Highlands Park, drawing over 8,000 attendees from across the Phoenix metropolitan area. A copy of the flyer for this year's event is included with this report (**Attachment A**). This year, marking the event's 21st anniversary on October 26, 2024, three organizations have requested to sponsor and support the celebration.

**Phoenix Revitalization Corporation** is a non-profit focused on revitalizing communities, improving low-income housing, and fostering vibrant, culturally connected neighborhoods. Their sponsorship aligns with their mission of community involvement and support.

**Raising Cane's** is a restaurant chain dedicated to community engagement and support. Their donation reflects their commitment to giving back to the neighborhoods where they operate.

**Dutch Bros** is a coffee shop chain dedicated to making a positive impact through philanthropy and community involvement. Their sponsorship emphasizes their focus on supporting local events and providing opportunities to give back to their customers and communities.

#### DISCUSSION

**Phoenix Revitalization Corporation** has pledged an in-kind sponsorship of \$5,000 for candy purchases for the event. This will be formalized through a sponsorship agreement that outlines both parties' responsibilities, with benefits including logo placement on marketing materials and social media recognition.

**Raising Cane's** has committed to a \$250 in-kind sponsorship to provide food for event volunteers. This will also be documented through a sponsorship agreement, with similar benefits such as logo inclusion on marketing materials and event recognition.

**Dutch Bros** has offered a \$250 in-kind sponsorship for additional candy and volunteer refreshments, along with 12 gift cards for Trunk or Treat and Costume Contest prizes. A sponsorship agreement will be finalized, providing them with marketing and event recognition.

All three sponsors, Phoenix Revitalization Corporation, Raising Cane's and Dutch Bros will receive sponsor benefits, including their logo and link listed on Parks and Recreation Department marketing and advertisements, as well as recognition on social media and in the event description. Details of these sponsor benefits can be found in Sponsorship Agreement (Attachment B).

#### RECOMMENDATION

Staff requests Parks and Recreation Board (Board) approval to accept a \$5,000 in-kind sponsorship from Phoenix Revitalization Corporation, a \$250 donation from Raising Cane's, and a \$250 donation along with a \$120 in-kind gift card sponsorship from Dutch Bros for the Boo Fest event, in accordance with Sponsorship Policy 3.11.

Prepared by: Bob Adams, Deputy Director

Approved by: Martin Whitfield, Assistant Director

# ATTACHMENT A

## EVENT FLYER (ENGLISH AND SPANISH)



**Beef Community Center**  
3435 West Pinnacle Peak Road • 602.534.4754 • www.phoenix.gov/parks

# 21st Annual BOO Fest

**Saturday, October 26, 2024**  
**6:00p.m. - 9:00p.m.**

### FEATURING

- Inflatables
- Train Ride
- Costume Contests
- Mini Pumpkin Patch
- Trunk or Treat
- Live Music: Big Zephyr





### Food Vendors

- Three Hearts Dog House
- Kona Ice
- Coach & Sons Kettle Corn
- Mi Amore Pizza

### OFRECIENDO

- Brinca Brincas
- Viaje de tren
- Concurso de disfraces
- Parche de calabaza
- Tronco o golosina
- Musica en vivo: Big Zephyr

### Vendedores de Comida

- Three Hearts Dog House
- Kona Ice
- Coach & Sons Kettle Corn
- Mi Amore Pizza

### Gracias Socios

**Thank You Partners!**



**Gracias Socios**





**Beef Community Center**  
3435 West Pinnacle Peak Road • 602.534.4754 • www.phoenix.gov/parks

# 21st Annual BOO Fest

**Sabado, 26 de Octubre de 2024**  
**6:00p.m. - 9:00p.m.**

### OFRECIENDO

- Brinca Brincas
- Viaje de tren
- Concurso de disfraces
- Parche de calabaza
- Tronco o golosina
- Musica en vivo: Big Zephyr





### Vendedores de Comida

- Three Hearts Dog House
- Kona Ice
- Coach & Sons Kettle Corn
- Mi Amore Pizza

### Gracias Socios

**Thank You Partners!**



**Gracias Socios**



# Attachment B

## SPONSORSHIP AGREEMENT

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, between City of Phoenix Parks and Recreation Board (Board) and its Parks and Recreation Department (Department) and Phoenix Revitalization Corporation (Sponsor).

### RECITALS

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

### IT IS AGREED as follows:

#### 1. TERM

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

#### 2. SPONSORSHIP FEE/PRODUCT

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

#### 3. SPONSORSHIP RIGHTS

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



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

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

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

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

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

#### **6. USE OF DONATIONS; RESTRICTIONS**

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

#### **7. BREACH AND TERMINATION**

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

- (b) The Sponsor's business operations or the business or activities of any associated company are contrary to any City of Phoenix policy(ies).
- (c) The Department determines that for whatever reason it should no longer use the Sponsorship Fee/Product or be associated with the Sponsor.

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

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

## **8. NOTICES**

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

Parks and Recreation Director  
Phoenix Parks and Recreation Department  
200 W. Washington St, 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.

**13. ENTIRE AGREEMENT**

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

**EXECUTED by the parties on the date first written above.**

**ON BEHALF OF PHOENIX PARKS AND RECREATION BOARD**

\_\_\_\_\_  
Signature

Cynthia Aguilar  
Parks and Recreation Director

\_\_\_\_\_  
Date

**SPONSOR**

Phoenix Revitalization Corporation  
\_\_\_\_\_  
Organization

\_\_\_\_\_  
Signature

Patricia Blaisdell  
Director – Community Relations and Events

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

**ATTEST**

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

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

## ATTACHMENT A - SCHEDULE

1. **NAME OF SPONSOR**

*Phoenix Revitalization Corporation*

2. **ADDRESS OF SPONSOR**

*1122 E. Buckeye Rd. Suite A1 / Mailbox 4, Phoenix, AZ 85034*

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

*Phoenix Revitalization Corporation is a non-profit organization based in Arizona founded in 1986. It is a Phoenix-based community development corporation. It has a staff, Board of Directors, and impacts thousands of people every year throughout Phoenix.*

4. **DETAILS OF SPONSORSHIP**

(a) Sponsored Activity

*The Phoenix Revitalization Corporation received a \$5,000.00 grant from Albertson's Safeway Corporation on behalf of the Goelet A.C. Beuf Community Center with funds earmarked to purchase candy for their 21st Annual Boo Fest special event on October 26, 2024. The City of Phoenix will not receive any monetary funds from this sponsorship but will receive the goods purchase for the event.*

(b) Sponsorship Fee

*\$5,000 in-kind purchase for candy*

(c) Term of Sponsorship

*October 25, 2024, to October 31, 2024*

5. **RIGHTS OF SPONSOR**

*Phoenix Revitalization Corporation will be recognized as "Official Sponsors."*

6. **RECOGNITION OF SPONSOR**

*Logo and link listed on the Parks and Recreation marketing and advertisement.*

*Recognition on social media, in program description, and at the beginning of the program.*



## **SPONSORSHIP AGREEMENT**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, between City of Phoenix Parks and Recreation Board (Board) and its Parks and Recreation Department (Department) and Raising Cane's (Sponsor).

### **RECITALS**

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

### **IT IS AGREED as follows:**

#### **1. TERM**

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

#### **2. SPONSORSHIP FEE/PRODUCT**

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

#### **3. SPONSORSHIP RIGHTS**

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

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

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

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

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

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

#### **6. USE OF DONATIONS; RESTRICTIONS**

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

#### **7. BREACH AND TERMINATION**

- 7.1 If either party breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defaulting party within fourteen (14) days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.
- 7.2 The Department may terminate the Agreement immediately if any of the following events occur:
- (d) 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.
  - (e) The Sponsor's business operations or the business or activities of any associated company are contrary to any City of Phoenix policy(ies).

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

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

7.6 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.



**13. ENTIRE AGREEMENT**

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

**EXECUTED by the parties on the date first written above.**

**ON BEHALF OF PHOENIX PARKS AND RECREATION BOARD**

\_\_\_\_\_  
Signature

Cynthia Aguilar  
Parks and Recreation Director

\_\_\_\_\_  
Date

**SPONSOR**

Raising Cane's  
Organization

\_\_\_\_\_  
Signature

Kimberly Bastien  
Area Leader of Marketing

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

**ATTEST**

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

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

**ATTACHMENT A - SCHEDULE**

**4. NAME OF SPONSOR**

*Raising Cane's*

**5. ADDRESS OF SPONSOR**

*2804 W. Bell Rd, Phoenix, AZ 85053*

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

*Raising Cane's is a commercial restaurant business with goals to serve the communities in which their restaurants are located. Raising Cane's philosophy focuses on active community involvement which demonstrates their appreciation for the customers and communities that support them.*

**4. DETAILS OF SPONSORSHIP**

(d) Sponsored Activity

*The City of Phoenix received a \$250.00 check from Raising Cane's. The monetary donation has been earmarked to assist with purchasing food for the volunteer dinner prior to the start of the 21st Annual Boo Fest special event on October 26, 2024.*

(e) Sponsorship Fee

*\$250.00 monetary donation*

(f) Term of Sponsorship

*October 25, 2024, to October 31, 2024*

**5. RIGHTS OF SPONSOR**

*Raising Cane's will be recognized on flyers, banners, and day-of-event emcee announcements.*

**6. RECOGNITION OF SPONSOR**

*Logo and link listed on the Parks and Recreation marketing and advertisement.*

*Recognition on social media, in program description, and at the beginning of the program.*

## **SPONSORSHIP AGREEMENT**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, between City of Phoenix Parks and Recreation Board (Board) and its Parks and Recreation Department (Department) and Dutch Bros (Sponsor).

### **RECITALS**

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

### **IT IS AGREED as follows:**

#### **1. TERM**

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

#### **2. SPONSORSHIP FEE/PRODUCT**

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

#### **3. SPONSORSHIP RIGHTS**

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

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

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

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

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

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

#### **6. USE OF DONATIONS; RESTRICTIONS**

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

#### **7. BREACH AND TERMINATION**

- 7.1 If either party breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defaulting party within fourteen (14) days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.
- 7.2 The Department may terminate the Agreement immediately if any of the following events occur:
- (g) 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.
  - (h) The Sponsor's business operations or the business or activities of any associated company are contrary to any City of Phoenix policy(ies).

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

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

7.8 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.

**13. ENTIRE AGREEMENT**

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

**EXECUTED by the parties on the date first written above.**

**ON BEHALF OF PHOENIX PARKS AND RECREATION BOARD**

\_\_\_\_\_  
Signature

Cynthia Aguilar  
Parks and Recreation Director

\_\_\_\_\_  
Date

**SPONSOR**

Dutch Bros  
\_\_\_\_\_  
Organization

\_\_\_\_\_  
Signature

Caleb Berkey  
Owner

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

**ATTEST**

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

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

**ATTACHMENT A - SCHEDULE**

**7. NAME OF SPONSOR**

*Dutch Bros*

**8. ADDRESS OF SPONSOR**

*3580 W. Happy Valley Rd., Glendale, AZ 85310*

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

*Dutch Bros is a commercial coffee shop that is taking meaningful and measurable action in philanthropy, sustainability, and diversity, equity, and inclusion to drive them toward their vision of making a massive difference, one cup at a time. They are committed to creating a better future for each of their employees, customers, and communities. Giving back through fundraising, grants and donations is part of Dutch Bros' business model.*

**4. DETAILS OF SPONSORSHIP**

(g) Sponsored Activity

*The City of Phoenix received a \$250.00 check and twelve 10-dollar gift cards from Dutch Bros. The gift cards will be prize winners for the Costume Contest and the Trunk or Treat first, second and third place. The monetary donation has been earmarked to assist with purchasing refreshments for the volunteer dinner prior to the start of the 21st Annual Boo Fest special event on October 26, 2024.*

(h) Sponsorship Fee

*\$250.00 monetary donation*

(i) Term of Sponsorship

*October 25, 2024, to October 31, 2024*

**5. RIGHTS OF SPONSOR**

*Dutch Bros will be recognized on flyers, banners, and day-of-event emcee announcements.*

**6. RECOGNITION OF SPONSOR**

*Logo and link listed on the Parks and Recreation marketing and advertisement.*

*Recognition on social media, in program description, and at the beginning of the program.*



**To:** Parks and Recreation Board      **Date:** October 24, 2024

**From:** Cynthia Aguilar, Director

**Subject:** ANNUAL UPDATE ON PHOENIX TRAILS AND HEAT SAFETY PROGRAM

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This report provides an annual update on the Phoenix Trails and Heat Safety Program and requests that the Parks and Recreation Board (Board) consider expanding the program to include all trails at South Mountain Park/Preserve. Additionally, the report recommends implementing trail closures from 8 a.m. to 5 p.m. on days with excessive heat.

### BACKGROUND

The Board, per the Phoenix City Charter Chapter XXII, is the proper authority to take action to close or restrict trail access. In 2021, the Board initiated a pilot program in response to public and first responder safety concerns related to mountain rescues during extreme heat. The program has since evolved into the current Phoenix Trails and Heat Safety Program, which aims to protect both trail users and first responders.

The program currently covers the Echo Canyon and Cholla Trails at Camelback Mountain, as well as the Piestewa Peak Summit Trail and associated trails at the Phoenix Mountains Preserve. These trails were selected based on three key factors:

- High usage compared to other trails.
- Popularity with out-of-town visitors.
- Difficulty in conducting mountain rescues.

Key elements of the current closure policy include:

- Trails are closed from 9 a.m. to 5 p.m. on any day when the National Weather Service (NWS) issues an Excessive Heat Warning.
- The NWS is the official agency responsible for identifying Excessive Heat Warning days, which trigger trail closures.
- Public notifications about closures are communicated through press releases, onsite signage, online updates, and social media. The messaging is also shared with local hotels and resorts as part of the “Take a Hike. Do it Right.” campaign.
- Park Rangers manage parking lot closures where applicable and increase their presence at busier trailheads to assist with compliance and educate the public.



## DISCUSSION

The Parks Department continues to prioritize trail safety through the “Take a Hike. Do it Right.” campaign, which emphasizes consistent safety messaging at summit trailheads, online, and through media outreach. The department collaborates with local resorts to raise awareness among visitors who may be unfamiliar with Phoenix’s extreme heat conditions. Park Rangers are stationed at busy trailheads to educate hikers, provide water, and reinforce the heat related risks.

The Phoenix Fire Department reports a significant number of mountain rescues each year. In extreme heat, even minor injuries like sprains can escalate into heat related emergencies due to prolonged exposure during rescues. Extreme heat places both hikers and first responders at increased risk.

Heat-related health risks include heat stroke, heart attacks, and respiratory issues. For first responders, these risks are compounded by the physical demands of wearing 40 pounds of emergency and protective equipment while conducting rescues.

In 2024, there were 45 days of heat closures between May 1 and October 13, 2024, with a total of 121 days reaching temperatures of 105°F or higher. Of those, 69 days exceeded 110°F. Extreme heat continues to create challenges for first responders during mountain rescues. (Attachment A)

Between 2021 and 2024, overall the number of rescues at closed locations decreased (Attachment B):

- 2021: 57 rescues
- 2022: 47 rescues
- 2023: 30 rescues
- 2024: 35 rescues

While rescues at closed locations have decreased, data from the four mountain parks with the highest number of rescues shows an increase in rescues at other locations. Rescue call times also shifted to earlier in the day, likely due to hikers attempting to avoid peak heat, but still succumbing to extreme temperatures. (Attachment C)

Temperature data further demonstrates the correlation between rising temperatures and decreasing trail use, with several instances of multiple rescues on the same mountain shift occurring on days above 100°F. (Attachment D)

Not surprisingly, the data also shows as temperatures rise, the number of hikers using the trails decreases (Attachment E). While the current threshold that dictates trail closures are days when an Excessive Heat Warning is issued, the Parks and Fire Departments plan to evaluate whether or not this is the appropriate metric to use moving forward and will return the board with an update as it related to this in Spring 2025.

The National Weather Service (NWS) Heat Warning alerts are not designed to predict the only times it is unsafe to hike on Phoenix trails. The alerts are intended to notify the public when unusually hot weather is expected and presents a health challenge for a variety of circumstances. These alerts are intended to raise awareness and help prevent heat illness and death from occurring. The NWS takes into account acclimation of locals that occurs as our bodies adjust to the natural heating up from spring to summer. To a point, our bodies are able to handle more heat as the summer heats up. However, this does not apply to tourists who visit from cooler regions and then decide to hike on a hot day and put themselves and rescuers at risk. It also does not apply to locals who may not have spent much time acclimating and then decide to take a hike in the middle of the summer.

Including South Mountain Park/Preserve in the Phoenix Trails and Heat Safety Program would be essential due to the increasing safety concerns posed by extreme heat. South Mountain one of the largest municipal parks in the country, attracting a significant number of visitors, many of whom may not be fully prepared for the intense heat. The park's extensive trail system offers challenging hikes that can quickly become hazardous during high temperatures. By extending the program to South Mountain, the city can enhance safety measures, ensuring that both trail users and first responders are protected from heat-related risks similar to those already present at Camelback Mountain and Phoenix Mountains Preserve. Expanding this program will also create consistent safety protocols across major hiking locations in Phoenix, reinforcing the city's commitment to public health and safety.

Modifying the closure time to 8 a.m., rather than 9 a.m., is equally important. In the summer months, temperatures in Phoenix can rise rapidly in the early morning hours, often exceeding 90°F by 8 a.m. Extending the closure time ensures that hikers are not exposed to dangerous conditions during the hottest parts of the day. By closing trails earlier, the city can better prevent heat-related incidents before they occur, especially since most mountain rescues happen during the midday hours. Adjusting the closure window reflects a proactive approach to protecting hikers and aligns with the reality of Phoenix's extreme heat conditions, where even short exposure to high temperatures can result in serious health risks.

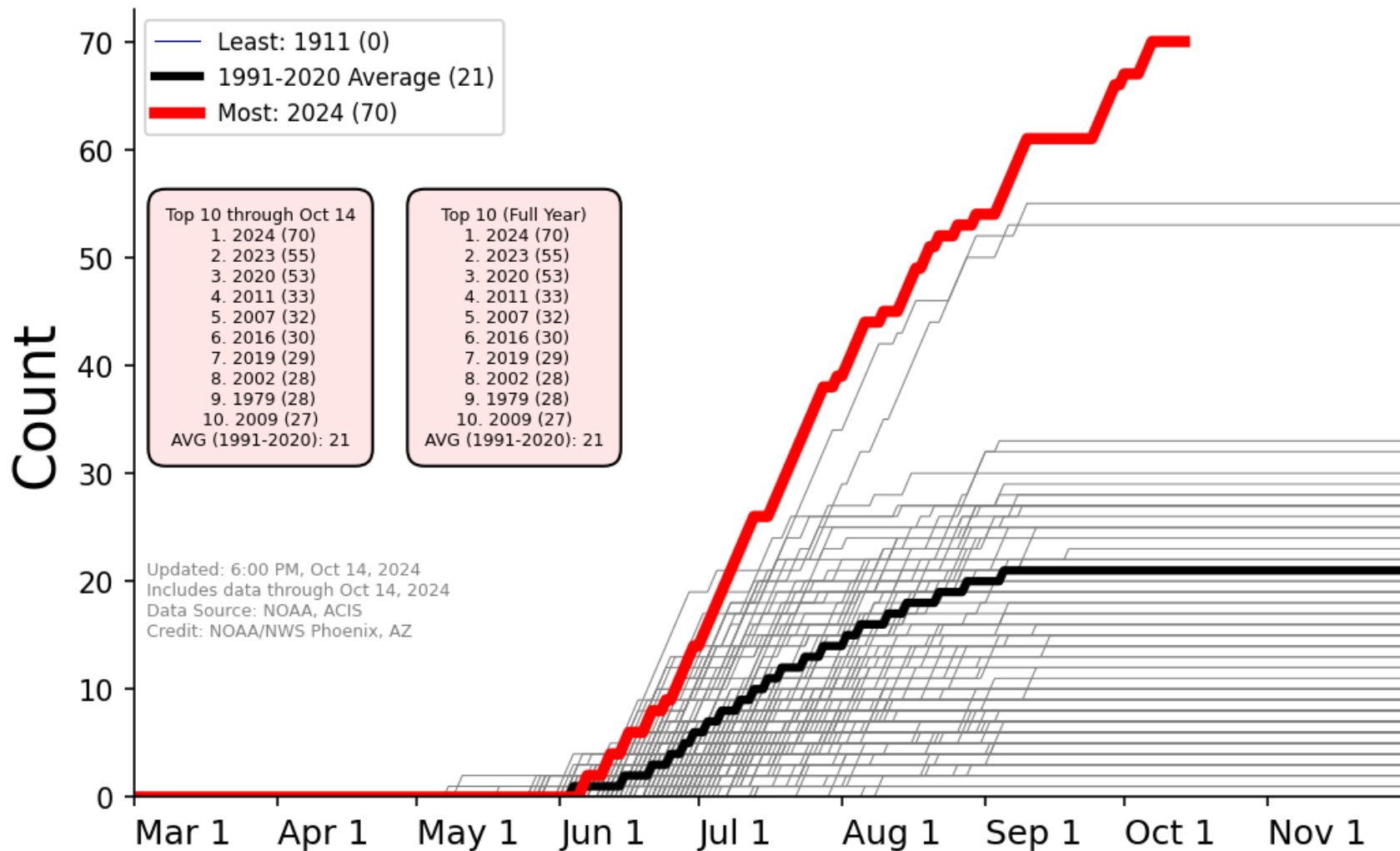
### RECOMMENDATION

Staff requests Parks and Recreation Board (Board) approval to expand the Phoenix Trails and Heat Safety Program to include all trails at South Mountain Park/Preserve. Additionally, the report recommends implementing trail closures from 8 a.m. to 5 p.m. on days with excessive heat.

Prepared by: Jarod Rogers, Parks and Recreation Deputy Director  
Mark Gonzales, Assistant Fire Chief

Approved by: Cynthia Aguilar, Parks and Recreation Director

# Days with Maximum Temperatures 110 ° F+ in Phoenix, AZ



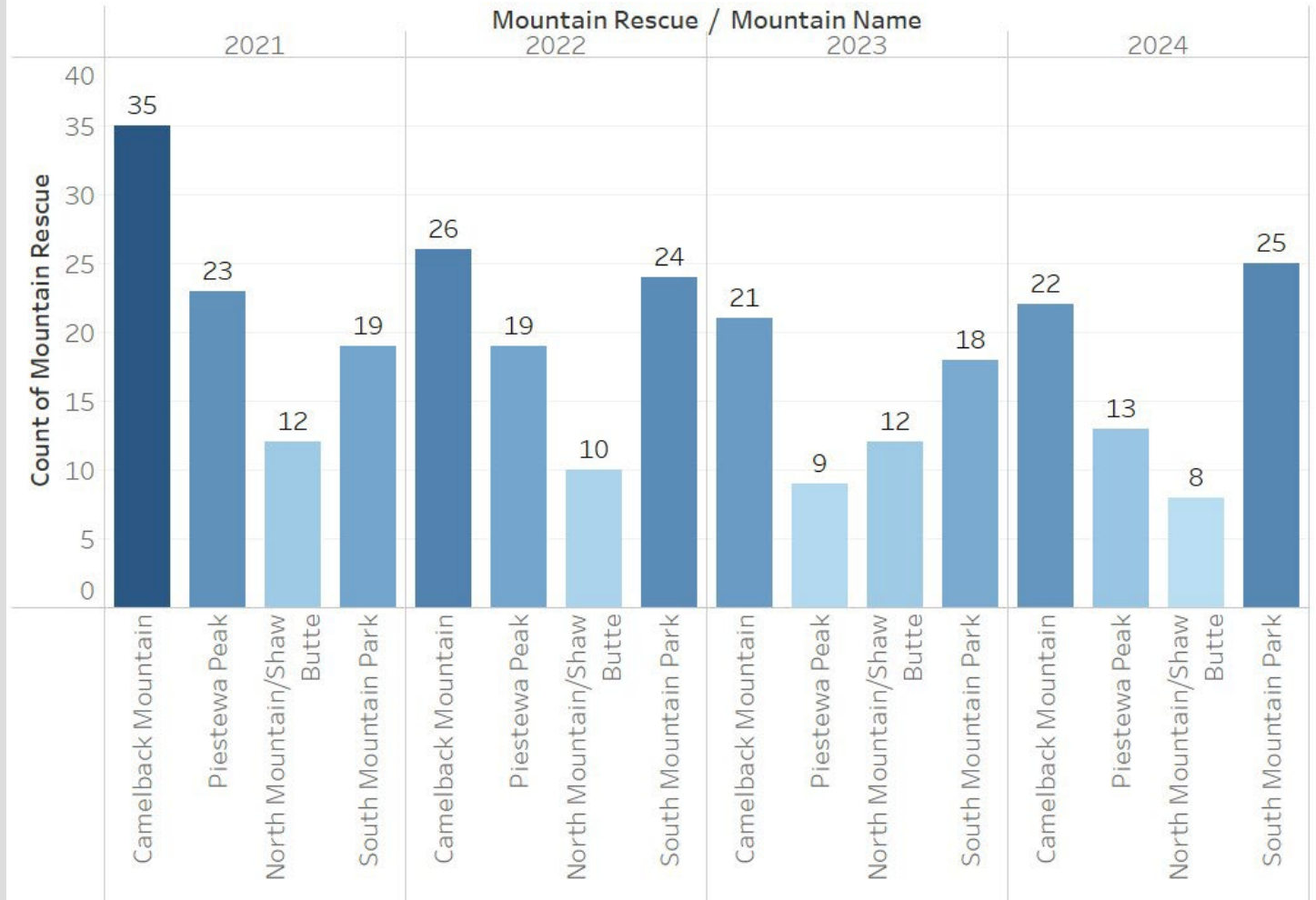
# ATTACHMENT B

## Mountain Calls by Year

May 1 - September 30



Phoenix Mountain Calls



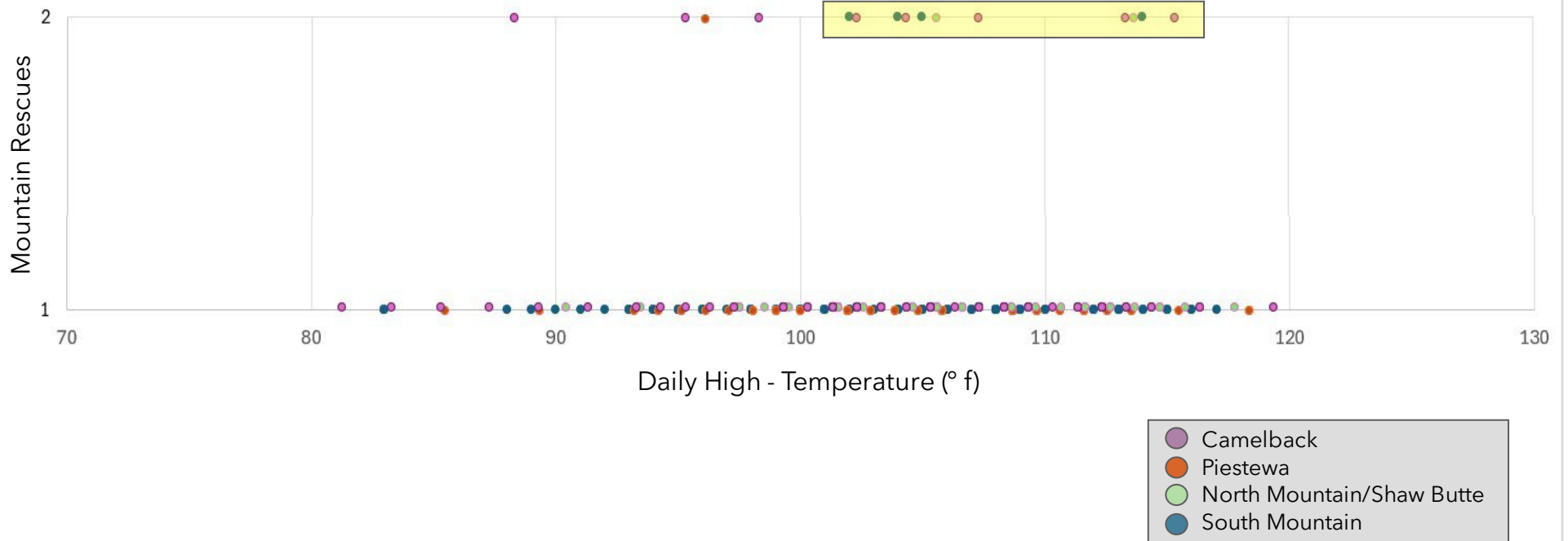
ATTACHMENT C

# Mountain Calls by Hour 2021-2024/May-Sept

Mountain Name	Mountain Rescue																							
Camelback Mountain																								104
				1	3	6	3	7	18	17	7	17	6	7	5	1	1	1	2	2				
Piestewa Peak																								64
		1	1	2	6	5	8	7	4	8	6	1	4	2	1	2	3	2		1				
North Mountain/Shaw Butte																								42
			1		4	4	4	6	3	3	1	1	2	1	2	1	3	4	1		1			
South Mountain Park																								86
		1	1		2	6	5	13	4	8	6	10	8	2	5	2	1	3	5	3	1			
	0	1	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	23	Grand Total		
Hours included in trail closure days																								



# Mountain Rescues vs Temperature



# ATTACHMENT E

## Park Visitors

COP Parks and Rec visitor counts for:

- Camelback
- Piestewa Peak
- N. Mountain/Shaw Butte
- S. Mountain



Phoenix Mountain Park Visitors

