

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

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 **Wednesday, August 19, 2026, at 5:00 p.m.**

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

OPTIONS TO ACCESS THIS MEETING

Watch the meeting in person at Memorial Hall, located at Steele Indian School Park, 300 East Indian School Rd, Phoenix, Arizona, 85012

Call-in to listen to the live meeting. Dial 602-666-0783. Enter the meeting access code **2338 765 6566** then enter the Webinar password **PksMtg!** when prompted (7576841 from phones).

Observe: [Parks and Recreation Board Meeting Link- August 19, 2026.](#)

REQUEST TO SPEAK

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

In-Person Requests to speak at a meeting:

Register in person at the front desk at Memorial Hall, located at Steele Indian School Park, 300 East Indian School Rd, Phoenix, Arizona, 85012

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

Virtual Requests to speak at a meeting:

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

To speak virtually via Webex, please use this link:

[August 19, 2026- Virtual Request to Speak Link for Parks Board Meeting](#)

- Virtual speakers must register by: **August 18, 2026**
Please note that registration for virtual speakers will close after this date.

If you have any issues with the form or if you wish to submit a comment to the board, contact **Dalia Adams** at: dalia.adams@phoenix.gov

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	Tony Moya, Chair
2.	CONSENT ITEM(S): Consent items will be provided to the Board in writing and are not intended for formal presentation. Consent items may be voted on collectively, unless a Board member requests that any item be voted on separately. The chairperson may direct staff to formally present any consent item. These items are for possible action.	
	a. Parks Board Minutes – June 25, 2026	Tannia Ruiz
	b. Event and Vending Request at City Parks	Tannia Ruiz
	c. Community Engagement Request for 9/11 Art Project at Hance Park	Tannia Ruiz
	d. Ratification of Sponsorship Agreement with Phoenix Suns/Phoenix Mercury Foundation for Jr. Suns Program and Court Improvements at Verde Park, Kids Street Park and Harmon Park	Stacy Hettmansperger
	e. Agreement with Ahwatukee Little League and Phoenix Pony League to Utilize Park Facility at Mountain Vista Park	Joe Diaz
	f. Donation from Parasol US Foundation Inc. for Improvements at Esteban Park	Joe Diaz
3.	DISCUSSION AND POSSIBLE ACTION: Discussion and Possible Action items are for information, discussion, and possible action.	
	a. Renaming of Cesar Chavez Park and Community Center	Tannia Ruiz
4.	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.	
5.	ADJOURNMENT	Tony Moya, Chair

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

Dalia Adams at: dalia.adams@phoenix.gov or 602-495-0151 or TTY: 7-1-1.

August 19, 2026.

**CITY OF PHOENIX
PARKS AND RECREATION BOARD SUMMARY
MINUTES
June 25, 2026**

Virtual meeting hosted on Webex.
Parks Board meetings are recorded.

<u>Board Members Present</u> Tony Moya, Chair Aubrey Barnwell (virtual) Rick Naimark Leon Thomas Jessica Fotinos(virtual) <u>Board Members Absent</u> Sarah Porter Emma Viera	<u>Staff Present</u> Dustin Cammack Martin Whitfield Brandie Barrett Joe Diaz Maddie Mercer Tannia Ruiz Cindy Peiz Jana Krcek Dalia Adams	<u>Community Members</u> Jerry Van Gasse Jeremy Thacker Christina Tyler Jaime Garcia

1. CALL TO ORDER

Chairman Moya called the meeting to order at 5:01 p.m. with Board members Naimark, Thomas, and Fotinos in attendance.

2. CONSENT ITEMS

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

2a. Parks and Recreation Board Summary Minutes – May 28, 2026

2b. Authorization to enter into an agreement for the operation of South Division Community Centers

Board member Naimark asked about the process used to select the recommended organization for operating the small centers.

Assistant Director Barrett answered that two proposals were evaluated using a 1,000-point

scoring system. One proposal had seven areas rated unacceptable, while the other had two. After a best and final offer process, the higher-rated proposer resolved all issues and received a final score of 775 compared to the other proposer's score of 131.

Board member Naimark requested for information about the scoring process to be included in future reports.

Chairman Moya opened up public comment for this item.

Jeremy Thacker said his comments are similar to Board member Naimark, and he would also like to see the scoring information in the report.

2c. TSMC Irrigation Controller Sponsorship

Board member Naimark moved to approve consent items 2a through 2c, with Board member Thomas seconding the motion. The motion passed unanimously, 4-0.

3. INFORMATION AND DISCUSSION ITEMS

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.

3a. Urban Farm Project (32nd Avenue and McDowell)

Board member Barnwell joined the meeting.

Director Whitfield presented an overview of the proposed urban farm project at 32nd Avenue and McDowell, noting that the site is city owned and has been the focus of interdepartmental planning since 2024.

Food Systems Project Manager Mercer from the Office of Environmental Programs continued the presentation and explained that extensive community engagement took place from March to June 2026, including bilingual workshops and surveys with a total of 268 participants. Residents expressed strong interest in spaces for growing food, educational programs related to gardening and nutrition, improved food access, and opportunities to connect with the community.

Director Whitfield concluded the presentation by outlining the next steps, which include releasing the RFP, upgrading the water infrastructure to bring service to the site, and finalizing the design in collaboration with the selected operator.

Chairman Moya asked if the Department has any other projects like this in our parks system.

Director Whitfield answered no, this would be the first of its kind to the department.

Chairman Moya noted that a rough timeline was mentioned in the presentation but wanted to know if there are any clear dates for this project.

Director Whitfield answered that staff will begin with releasing the RFP which is scheduled late

next month.

Chairman Moya commented that it will be a great project.

4. DISCUSSION AND POSSIBLE ACTION

Discussion and possible action items are for information, discussion, and possible action.

4a. Request the acceptance of the abandoned alley acreage to Hilaria Rodriguez Park and to Deviate from Parks Board Policy 3.9 and Proceed with Sale of Approximately .13 Acres of the Abandoned Property

Assistant Director Barrett opened the presentation with an overview of Hilaria Rodriguez Park, located at 2801 East Adams and classified as a 0.83 acre pocket park. She noted that the park, the adjacent alley, and the surrounding neighborhood have experienced increased illegal activity in recent years. Parks and Recreation, along with the Office of Homeless Solutions, Phoenix Police, and Neighborhood Services, has been working to address these issues.

Deputy Director Diaz explained that residents near Hilaria Rodriguez Park have raised ongoing safety concerns tied to an adjacent alleyway that has attracted overnight camping, drug activity, vandalism and other negative behavior spilling into the park. To improve the area, the City is pursuing abandonment of the alley, which would add about .13 acres to City-owned property; however, staff does not recommend incorporating this land into the park. Instead, the neighboring southern property owner is interested in purchasing the parcel and installing a block fence and gated access to enhance security and reduce unwanted activity. Diaz requested Board approval to deviate from Parks Board Policy 3.9 and proceed with a direct land sale to Rolling Eagle Investments LLC, pending City Council action on the abandonment, appraisal, and disposition process.

Board member Naimark asked if staff knew what the property owner's intent is for the use of the property.

Deputy Director Diaz answered that the owners plan to use it for additional storage and install a block wall for additional security.

Board member Fotinos asked whether the property owner to the south, the only adjacent owner was interested in acquiring the abandoned alley parcel or if any other nearby property owners had expressed interest.

Deputy Director Diaz stated there has been no other interest in this property.

Board member Naimark moved to approve item 4a, with Board member Fotinos seconding the motion. The motion passed unanimously, 5-0.

4b. Request for Approval of New Name for Park and Community Center at 35th Avenue and Baseline Road

Director Whitfield introduced the item and provided background on the renaming process for Cesar Chavez Park and Community Center, which began after City Council action on March

25, 2026, directing the removal of the Cesar Chavez name from City facilities. He explained that on March 26, 2026, in accordance with Park Naming Policy 3.3, staff received Parks and Recreation Board approval to begin the formal renaming process for both Cesar Chavez Park and the Cesar Chavez Community Center. He then turned the presentation over to Assistant Director Barrett.

Assistant Director Barrett explained that the Parks and Recreation Department launched a community engagement process to gather input on potential new names for the park and community center at 35th Avenue and Baseline. Staff created an electronic survey that was open for 30 days and promoted it through signs with QR codes, flyers, message boards, email outreach to more than 14,500 community center participants, and social media. The survey received 1,843 responses.

She noted that six name options were presented, each reflecting cultural, historical, or geographic significance. Aguila Park and Aguila Community Center received the highest number of votes overall with 565 and the highest number within the service radius with 445 votes. Staff also reviewed write-in suggestions submitted by residents. Based on the strong level of community support, staff requested Board approval to rename the park and community center to Aguila Park and Aguila Community Center.

Chairman Moya opened the floor for public comment.

Jerry Van Gasse stated he previously proposed naming a park after Jesse Owens and had gathered extensive community support, including signatures from track coaches and Owens' Olympic medals for the effort. He criticized staff for disregarding that proposal and choosing a name not associated with a person.

Jeremy Thacker encouraged the Board to choose a meaningful name for the park, noting that many residents are unaware that Jesse Owens spent his final and happiest years in Phoenix. He explained that, aside from a medical center Owens helped establish, nothing in the city bears his name. Mr. Thacker described the renaming effort as a rare opportunity for Phoenix to honor a world-renowned athlete recently recognized as one of the greatest and most influential in history. He stated that naming the park after Owens would both honor his legacy and inspire future generations.

Board member Thomas questioned the process behind the survey, specifically why Jesse Owens' name wasn't included as an option. He then asked what the lift would look like and would it be possible to redo the survey with Owens' name added, and whether that was even possible.

Director Whitfield explained that he directed staff to generate a list of names that reflected the surrounding area, which is why the survey included only those six options plus a write-in field. Regarding the possibility of redoing the survey, he said the situation is complicated because there is already a citizens' petition scheduled to go before the Mayor and Council on July 1. Whatever direction the council gives at that time is what the Parks Department will follow.

Board member Thomas asked whether the July 1, 2026 formal city council meeting date was fixed or if it could be extended so the city could revisit the process and ensure proper due diligence, including reconsidering the naming options.

Director Whitfield explained depending on that what is decided at the city council meeting, the Parks board could possibly have another process.

Board Member Naimark stated that the Parks Board has the charter authority to make naming decisions and said he does not expect the Mayor and Council to override that authority. He asked whether the Board could take more time or consider a different approach separate from the petition and requested clarification on how long it would take if the Board chose to revisit or repeat the renaming process.

City Attorney Dustin Cammack explained that although naming authority normally rests with the Parks Board, the citizen petition requires City Council action by July 1, 2026, under the city charter. He noted that the Board can choose how to proceed, including taking action that becomes effective after the Council meets, tabling the item, or making any decision dependent on the Council's action. He emphasized that the Board has several options, and any legal issues will be addressed once the Council has made its decision.

Chairman Moya stated that the Board has always welcomed and relied on citizen input, and in this case the strongest feedback came from residents who live and work in the affected zip codes. He acknowledged that some community members were disappointed with the results, but emphasized that the process worked as intended. He also noted that the Board could revisit the issue multiple times, but the established procedure was followed.

Board member Thomas suggested that while citizens did vote on the issue, he was unsure whether the Jesse Owens name was given equal consideration compared to other options. He questioned how much weight was placed on evaluating the names fairly during the process.

Chairman Moya noted that if the Board continued expanding the list of possible names, many additional options could be considered, and the discussion could become much longer.

Board member Thomas noted that one name stood out above the others, which was the Jesse Owens proposal.

Chairman Moya noted that the Jesse Owens proposal received 23 votes, which reflected a smaller portion of the overall feedback. He shared this to clarify how the community's input aligned with the survey results.

Board member Thomas suggested that the Board create space to reconsider the naming decision, emphasizing that Jesse Owens carries significant historical importance and meaningful connections.

Chairman Moya commented that he grew up in South Phoenix and is familiar with several places named in honor of Jesse Owens, including Jesse Owens Parkway and Jesse Owens Hospital.

Board member Barnwell asked for clarification on the voting results, specifically whether the 23 votes for Jesse Owens came from write-in responses and whether the six additional votes were from the listed survey options. He wanted to confirm that Jesse Owens was not one of the official name choices.

Director Whitfield confirmed this information and explained that the survey included six official name options along with an option for write-in suggestions. Jesse Owens was not one of the listed options and still received 23 votes through the write-in responses.

Board member Barnwell asked why the name Jesse Owens was not included among the six options presented in the survey.

Director Whitfield explained that this was the decision he made and he directed the team to identify names that were representative of the area.

Board member Barnwell stated that he would like Jesse Owens to be included as one of the six names and for the process to be redone. He said this would give him comfort and ensure the name received adequate visibility.

Chairman Moya suggested making a motion to table the item until after the July 2026 City Council meeting, explaining that the Council's discussion may offer clearer direction. He also noted that although the Board does not meet in July or August, some work could still continue during that period.

Board member Naimark commented that while the City Council may not have authority over the matter, it would be helpful to see how the Council responds to the citizen's petition before the Board moves forward.

Chairman Moya agreed and stated we could revisit it again after summer break.

Board member Naimark noted that several additional names had been suggested in earlier discussions and should be reconsidered if the Board decides to reopen the process. He emphasized the importance of understanding the background of any individual being considered, especially since the current renaming effort began in response to serious concerns about the existing namesake. He added that although he does not anticipate any issues with Jesse Owens or other suggested names, the Board should still conduct appropriate due diligence before moving forward.

Chairman Moya added that some of the work could still be done during the break, even without formal meetings. He noted that discussions can continue during that time to help move the process forward.

Board member Aubrey Barnwell asked for clarity on what the City Council would be doing on July 1 and what exactly the Board was asking the Council to consider.

City Attorney Dustin Cammack clarified that the City Council will review both the citizen petition and the staff recommendation, which may be adjusted following the Board's discussion. All naming suggestions submitted will be forwarded to the Council, which holds full authority to approve, deny, or choose an alternative within the scope of the topic. He emphasized that the final decision rests entirely with the City Council.

Board member Aubrey Barnwell asked whether he was correct in understanding that the Parks Board is the body responsible for this issue.

City Attorney Dustin Cammack responded that this is an issue that should be addressed in more detail. He said he can prepare documents outlining the relevant questions and provide them to the Board before the next meeting, with some materials shared separately as attorney work product. He added that, in short, there are unresolved questions about who ultimately has the authority to name a park.

Board member Fotinos agreed with earlier comments and noted that the Board is not making a decision on any of the proposed names at this time. She stated that if the process is reopened or new individuals are considered, all suggested names should be carefully reviewed. She emphasized that while not every issue can be avoided, the Board should make every effort to prevent future situations where a park name must be removed due to negative information that emerges later.

Board member Thomas, noting that he is still learning the process, asked a hypothetical question to better understand next steps. He wanted clarification on what would have happened if the Board had voted on a name that evening and the motion had not passed, specifically what the process would have been for determining a new name.

Director Whitfield explained that staff would conduct another survey if the Board decided to revisit the naming process. He added that it is difficult to predict the exact next steps because they depend on the outcome of the upcoming City Council meeting.

Chairman Moya stated that the Board would table the item and revisit it after the July 1, 2026, City Council Formal Meeting.

5. CALL TO THE PUBLIC

Jeremy Thacker encouraged the Board to restart the naming process with a more complete survey that includes all suggested names and shared that his group would consider withdrawing its petition if a new survey were conducted.

Jerry Van Gasse added that his support for the effort is rooted in a long-standing personal connection to former Deputy City Manager Jerome Miller, who had been mentored by Jesse Owens, and emphasized his desire to ensure the process is handled in a way that honors everyone involved.

Christina Tyler raised concerns about accessibility and encouraged the Board to improve accommodation for individuals with disabilities. She also offered general suggestions to enhance parks and identify new funding opportunities and thanked the Board for allowing her to speak.

Jaime Garcia raised concerns about a significant number of dead ducks and geese at the park and expressed concern about the response to the issue. She urged the City to improve lake maintenance and ensure that staff are trained to handle wildlife health concerns.

6. BOARD CHAIRPERSON'S REPORT

No board member report.

7. BOARD COMMENTS/REQUEST

No board member comments.

8. DIRECTOR'S BRIEFING

Assistant Director Barrett provided a heat and trail safety update, noting that certain trails close from 8 a.m. to 5 p.m. on Extreme Heat Warning Days. She also reported that the department has implemented upgrades such as electronic gates, digital message boards, and cameras to improve safety and trailhead operations.

Director Whitfield shared that the Mayor visited the Washington Activity Center during the PHXPlays Summer Camp, highlighting the strong programming and positive experiences for campers. He invited everyone to attend the Parks Department's Fourth of July events at Deer Valley Park, American Family Fields of Phoenix, and Steele Indian School Park. Finally, he congratulated Theresa Faull on her upcoming retirement in July.

9. ADJOURNMENT

Chairman Moya adjourned the meeting at 6:05 p.m.



To: Parks and Recreation Board

Date: August 19, 2026

From: Martin Whitfield, Director

Subject: EVENT AND VENDING REQUEST AT CITY PARKS

This report requests Parks and Recreation Board (Board) approval to allow event production, marketing, community outreach, and vending for the events mentioned in this report. It also seeks authorization for the Parks and Recreation Director to negotiate and execute the associated event agreement and related documents.

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 receive requests for vending throughout the year, such as the request below and brings them to the board for approval.

DISCUSSION

Kamayan Festival– October 24, 2026

Solano Park, 625 N 17th Ave

The Arizona Asian Chamber of Commerce Foundation request approval to host the Kamayan Festival, Asian American and Pacific Islander (AAPI) focused food and music event celebrating Filipino American history, on October 24, 2026, at Solano Park. The one-day festival aims to highlight cultural diversity, support local talent, and drive economic growth in Phoenix's International District, with proceeds funding scholarships, small business assistance, and district development initiatives. The event also brings positive visibility and increased foot traffic to the surrounding neighborhood. The format includes a Electronic Dance Music (EDM) and Cosplay Rave Night from 5 to 10 p.m.,

and with an anticipated attendance of up to 3,000 people, the organizer will be required to complete a neighborhood notification process within at least a one-mile radius to inform residents and nearby entities of potential parking and noise impacts.

Car Show– October 17, 2026

Highline Park, 1346 E South Mountain Rd

The Suga Show and Black Car Culture request approval to host their car show at Highline Park on October 17, 2026. They have successfully held events at this location in the past and are now seeking permission to include food trucks and small business vendors. The event supports local entrepreneurship by giving residents a chance to connect with small business owners, provides a positive gathering space for the community, and offers attendees the opportunity to enjoy a display of unique and well-maintained cars.

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 any required insurance, street closures and licenses.

RECOMMENDATION

Staff request Board approval to allow event production, marketing, community outreach, and vending for the events mentioned in this report. It also seeks authorization for the Parks and Recreation Director to negotiate and execute the associated event agreement and related documents.

Prepared by: Tannia Ruiz, Management Assistant II

Approved by: Martin Whitfield, Director



To: Parks and Recreation Board

Date: August 19, 2026

From: Martin Whitfield, Director

Subject: Request to begin Community Engagement for a September 11, 2001, Commemorative Memorial Art Installation at Margaret T. Hance Park

This report requests approval from the Parks and Recreation Board (Board) to begin the community engagement process for a proposed September 11, 2001, commemorative memorial art installation at Margaret T. Hance Park.

BACKGROUND

On September 11, 2001, the United States experienced a tragic series of coordinated attacks that resulted in the loss of thousands of lives. The events of that day had a profound impact on communities across the nation and remain an important moment in our history. The City of Phoenix would like to commemorate these events with an art installation at Margaret T. Hance Park (67 W. Culver) that honors lost lives and supports reflection and remembrance.

DISCUSSION

The Parks and Recreation Department and the Office of Arts and Culture in partnership with Artlink Inc. would like to commemorate the events of September 11, 2001, with a memorial art piece at Margaret T Hance Park. In order to begin work on this project staff are requesting approval from the Parks and Recreation Board to begin the community engagement process. This engagement will include opportunities for residents and stakeholders to share general thoughts and ideas about the memorial. It will help the project partners understand community interests and gather broad input before moving forward with design concepts.

RECOMMENDATION

Staff requests approval from the Board to begin the community engagement process for a proposed September 11, 2001, memorial art installation at Margaret T. Hance Park.

Prepared by: Tannia M. Ruiz, Management Assistant II

Approved by: Martin Whitfield, Director



To: Parks and Recreation Board

Date: August 19, 2026

From: Martin Whitfield, Director

Subject: RATIFICATION OF SPONSORSHIP AGREEMENT WITH PHOENIX
SUNS/PHOENIX MERCURY FOUNDATION FOR JR. SUNS PROGRAM
AND COURT IMPROVEMENTS AT VERDE PARK, KIDS STREET PARK
AND HARMON PARK

This report requests Parks and Recreation Board (Board) retroactive approval and ratification of the Sponsorship Agreement to accept a donation from Phoenix Suns/Phoenix Mercury Foundation (Foundation) to support Phoenix's Jr. Suns Youth Basketball program and improve City of Phoenix basketball courts located at Verde Park (916 E Van Buren St), Kids Street Park (4535 N 23rd Ave) and Harmon Park (1425 S 5th Ave), in accordance with the Sponsorship Policy 3.11 (**Attachment A**)

BACKGROUND

The Foundation uses the platform of basketball to provide meaningful resources and support to strengthen and bring together the diverse communities across Arizona. Each year the organization looks to positively impact over 400,000 youth throughout Arizona and grant over \$2.5 million back into the Arizona community.

DISCUSSION

Due to the timing of the donated funds with no Parks Board meetings held in July, this request is for retroactive approval to accept the funds and enter into sponsorship agreements for the Jr. Suns Basketball Program in the amount of \$10,000 (**Attachment B**) and for outdoor court improvements totaling \$74,082 (**Attachment C**) with the Foundation, which is categorized as a Project Sponsorship. The sponsorship agreements outline the required guidelines and documents the rights and responsibilities of both parties. Highlights of the agreement include:

- The Foundation will provide funds to be used for the Jr. Suns Program scholarships.
- The Foundation will provide and install necessary equipment to resurface the outdoor courts
- The Foundation will work with General Acrylics to resurface the courts at Verde Park, Kids Street Park and Harmon Park.
- City retains ownership of property and all equipment placed on the court.

- City will be responsible for maintenance of the outdoor courts after installation.

The Sponsorship Agreements are in partnership with the Phoenix Parks and Conservation Foundation.

The Jr. Suns Sponsorship Agreement (**Attachment B**) was executed on June 25, 2026. and the Court Improvements Agreement (**Attachment C**) was executed on July 31, 2026.

RECOMMENDATION

Staff requests retroactive Board approval to accept the Foundation's donation to the City of Phoenix for the Jr. Suns Program and court improvements at Verde Park, Kids Park and Harmon Park, and ratify the Sponsorship Agreements all related documents to the agreements executed by the Director.

Prepared by: Stacy Hettmansperger, Deputy Director
Approved by: Brandie I. Barrett, Assistant Director

Attachment A

City of Phoenix Parks and Recreation Board Policy

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

1.0 PURPOSE

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

2.0 BACKGROUND

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

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

3.0 DEFINITIONS

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

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

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

Attachment A

Park Naming

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

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

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

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

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

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

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

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

4.0 SPONSORSHIP CATEGORIES

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

4.1.1 Event Sponsorship. Event sponsorship is the financial or in-kind support for a Department organized event on City property. An event includes a one-time occasion and usually lasts less than a week. Sponsors may be recognized with anything

Attachment A

relating to the event. Depending upon the details of the agreement, the sponsor's name may be directly associated with the event (e.g. "title" sponsorship) and the sponsor may have a variety of temporary advertising and marketing opportunities.

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

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

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

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

4.2 This policy also impacts several partner relationships:

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

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

Attachment A

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

5.0 GUIDELINES FOR ACCEPTING SPONSORSHIPS

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

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

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

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

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

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

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

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

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

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

Attachment A

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

6.0 SPONSORSHIP DEVELOPMENT PROCEDURES

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

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

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

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

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

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

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

7.0 NAMING RIGHTS, SIGNAGE AND RECOGNITION

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

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

Attachment A

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

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

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

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

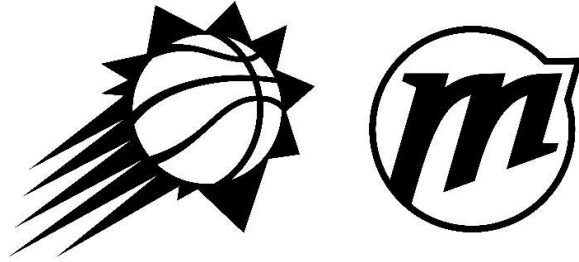
7.2.3 Upon expiration of the term of the Sponsorship Agreement without extension or amendment, such naming rights shall then be transferred to the Parks and Recreation Board.

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

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

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

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



FOUNDATION

GRANT AWARD ACKNOWLEDGEMENT AND AGREEMENT

Whereas, Phoenix Suns/Phoenix Mercury Foundation has selected Phoenix Parks and Conservation Foundation (the "Foundation") and the City of Phoenix and Recreation Department (the "City") (collectively, the "Grantee") for a grant from Phoenix Suns/Phoenix Mercury Foundation (the "Grant");

Whereas, as part of the Grant process, the City represents that it has met all grant criteria;

Whereas, as part of the Grant Application process, the City represents that, if awarded a grant, the City would comply with all grant requirements, including using Grant Funds (as defined below), only for the purposes described herein (the "Grant Agreement"); and

Whereas the Foundation shall serve as a financial intermediary and the City will be responsible for all project deliverables described below; and

Whereas, Grantee has been selected to receive a grant from Phoenix Suns/Phoenix Mercury Foundation based on the foregoing.

GRANTEE hereby acknowledges and agrees as follows:

1. On or about fifteen (15) days from the date indicated below, Foundation will receive a check in the total amount of \$74,082 from Phoenix Suns/Phoenix Mercury Foundation (the "Grant Funds"), only for the purposes described herein.

2. The City understands and agrees that the Grant Funds will support the renovation of three outdoor basketball courts (the proposed locations below are subject to change based on budget and project feasibility) in honor of Diana Taurasi's historic WNBA career and lasting impact on communities across the Valley. The Grant Funds will also be used to install the Phoenix Suns/Phoenix Mercury Foundation logo, Phoenix Mercury marks, and other logos and/or imagery as directed by Phoenix Suns/Phoenix Mercury Foundation (subject to change based on creative direction). Upon completion of the project(s), the City will provide photographs of the completed courts.

The Grant Funds will specifically be used as follows:

- i. \$26,411 of the Grant Funds shall support Verde Park (916 E Van Buren St., Phoenix, AZ 85006)
- ii. \$ 25,464 of the Grant Funds shall support Kids Street Park (4535 N 23rd Ave., Phoenix, AZ 85015)
- iii. \$22,207 of the Grant Funds shall support Harmon Park (1425 S 5th Ave., Phoenix, AZ 85003)

3. Grantee understands that acceptance of the Grant Funds and this Agreement will constitute your agreement that Phoenix Suns/Phoenix Mercury Foundation may make public disclosure of the amount and purpose of

the grant and the identity of your organization as the recipient if Phoenix Suns/Phoenix Mercury Foundation elects to do so.

4. Grantee represents and warrants that Grantee meets all grant criteria and shall continue to for the period of time that Phoenix Suns/Phoenix Mercury Foundation is providing Grant Funds as follows: (a) Foundation has been an established Arizona 501(c)(3) for at least three (3) years; (b) Grantee must operate with fiscal accountability and responsibility; (c) Grantee shall provide a recent form 990, audited financial statements, a valid IRS determination letter and a current W9 form upon request; (d) Grantee must serve children/youth of eighteen (18) years of age and under or families; (e) Grantee must serve only residents within the Arizona geographic boundaries; (f) Grantee must demonstrate a non-discriminatory policy regarding staff, employment, governing board and service based on race, ethnicity, religion, gender, sexual orientation, gender identity, age, disability or national origin, and provide evidence of the policy; and (g) Grantee must use the platform of basketball to provide meaningful resources and support to strengthen and bring together the diverse communities served across Arizona.

5. The City will provide Phoenix Suns/Phoenix Mercury Foundation with program notices, branding notices, reports and a budget outlining how Grant Funds will be used for the period of time that Phoenix Suns/Phoenix Mercury Foundation is providing Grant Funds. In addition, the City agrees that Phoenix Suns/Phoenix Mercury Foundation will have the opportunity to periodically have a representative attend program related meetings and events if Phoenix Suns/Phoenix Mercury Foundation elects to do so.

6. Upon receipt of the Grant Funds from Foundation, the City agrees to release: (i) \$26,411 of the Verde Park Grant Funds to Verde Park; (ii) \$25,464 of the Kids Street Park Grant Funds to Kids Street Park; and (iii) \$22,207 Harmon Park Grant Funds to Harmon Park. The City agrees and acknowledges that Grant Funds awarded indicated herein is the total amount awarded and no other amounts shall be due to the City. The City agrees to use the Grant Funds within one year of the award date and only for the purposes awarded, as described in the Grant Application. The City will give Phoenix Suns/Phoenix Mercury Foundation prompt written notice of any material change in the program and/or branding (if applicable) as it was proposed in the City's Grant Application. Any deviation from the intended use must be approved in advance, in writing, by Phoenix Suns/Phoenix Mercury Foundation. Failure by the City to use the Grant Funds for the purpose(s) awarded, or to obtain the required consent prior to any deviation, shall be a breach of this Agreement. Any portion of the Grant Funds that is not used for the purposes approved in your grant submission (or which is used at any time to directly or indirectly support, sustain, or benefit any purposes other than those approved in the City's Grant Application without Phoenix Suns/Phoenix Mercury Foundation written approval to do so) must be remitted back to Phoenix Suns/Phoenix Mercury Foundation.

7. None of the Grant Funds may be used to benefit any political campaign, or for the purpose of carrying on of propaganda or otherwise attempting to influence legislation.

8. All public news releases, social media posts, and printed materials including the name (or any trade name, trademark, or logo) of Phoenix Suns/Phoenix Mercury Foundation shall conform to the sample standard public statement provided by Phoenix Suns/Phoenix Mercury Foundation. Upon the written request of Phoenix Suns/Phoenix Mercury Foundation, the City will provide Phoenix Suns/Phoenix Mercury Foundation with copies of all program related news releases, media articles, newsletters, social media posts, and brochures including the name (or any trade name, trademark, or logo) of Phoenix Suns/Phoenix Mercury Foundation.

9. Upon completion of the project for which the Grant Funds were awarded, the City agrees to provide Phoenix Suns/Phoenix Mercury with a one (1) page final report describing the results with respect to the measurable objectives described in the Grant Application requirements.

10. Grantee shall be responsible for any taxes or other fees imposed by any governmental entity in connection with the receipt of the Grant Funds. Grantee will defend (with counsel acceptable to Phoenix Suns/Phoenix Mercury Foundation) and indemnify and hold harmless Phoenix Suns/Phoenix Mercury Foundation and its board of directors and officers, employees, agents, and attorneys for, from, and against any and all claims related to Grantee's failure to pay any such taxes, as well as against any claims arising from or in connection with the use of the Grant Funds by Grantee.

11. Grantee grants Phoenix Suns/Phoenix Mercury Foundation the right to use Grantee's tradename(s), trademark(s), and logos in connection with announcements and/or press releases regarding the grant and the receipt and use of the grant by Grantee, and to take, use, reproduce and publish any and all photographs, videotapes, and other media, including, without limitation, digital content, graphics, animation, and audio files, with respect to Grantee and Grantee's use of the Grant Funds in connection with the grant, whether such photographs, videotapes, or other media are flattering or unflattering, for any purpose whatsoever, without compensation to Grantee. Grantee also acknowledges that Phoenix Suns/Phoenix Mercury Foundation will own any and all rights in such photographs, videotapes, and other media, including, without limitation, digital content, graphics, animation, and audio files, with respect to Grantee and Grantee's use of the Grant Funds in connection with the grant (collectively, "Materials") in perpetuity and that Grantee waives, as to Phoenix Suns/Phoenix Mercury Foundation and its successors, assigns and licensees, all personal rights and objections to any use made of the Materials including without limitation Grantee's name, likeness, biographical material, voice, accounts, and descriptions in advertising, promotions, and promotional materials, including clothing, throughout the world including but not limited to radio, print, television, film, video, internet, and any other mediums now known and unknown.

12. If applicable, the City will pay all costs and expenses associated with materials, branding, or other hard costs aligned with the funded program.

12. If applicable, the City will work with Phoenix Suns/Phoenix Mercury Foundation staff on creative oversight and obtain approval before printing and installing any artwork.

13. Grants are to remain fully branded for the term of the program as described in the Grant Application.

14. By executing this Agreement, the person named below covenants and agrees that such person is an officer of the Grantee duly authorized by its Board or a City representative authorized to sign this Agreement.

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

By: *Martin Whitfield*
Martin Whitfield (Jul 31, 2026 13:43:20 PDT)
Martin Whitfield, Director
Parks and Recreation Department

PHOENIX PARKS AND
CONSERVATION FOUNDATION

By: *Mario Aniles*
Mario Aniles (Jul 31, 2026 13:28:11 PDT)
Mario L. Aniles, CPA - Administrator

Date: 07/31/2026

Tax ID #: 95-3413342

APPROVED AS TO FORM
Julie M. Kriegh, City Attorney

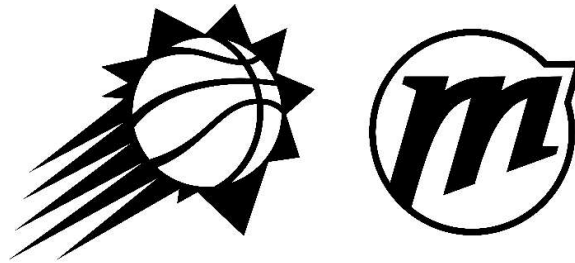
By: *Micah Ray Alexander*
Micah R. Alexander
Assistant Chief Counsel

ATTEST

City Clerk: *Denise Azcibald*

Date: 08/03/2026





FOUNDATION

GRANT AWARD ACKNOWLEDGEMENT AND AGREEMENT

Whereas, Phoenix Suns/Phoenix Mercury Foundation has selected Phoenix Parks and Conservation Foundation (“Foundation”) and the City of Phoenix and Recreation Department (“City”) (collectively, “Grantee”) for a grant from Phoenix Suns/Phoenix Mercury Foundation (“Grant”);

Whereas, as part of the Grant process, Grantee represents that Grantee met all grant criteria;

Whereas, as part of the Grant Application process, Grantee represents that, if awarded a grant, Grantee would comply with all grant requirements, including using Grant Funds (as defined below), only for the purposes described herein (the “Grant Agreement”); and

Whereas the Foundation shall serve as a financial intermediary and the City will be responsible for all project deliverables described below; and

Whereas, Grantee has been selected to receive a grant from Phoenix Suns/Phoenix Mercury Foundation based on the foregoing.

GRANTEE hereby acknowledges and agrees as follows:

1. On or about thirty (30) days from the date indicated below, Foundation will receive a check in the total amount of \$10,000.00 from Phoenix Suns/Phoenix Mercury Foundation (the “Grant Funds”), only for the purposes described herein.
2. Grantee understands and agrees that the Grant Funds will support scholarship funds on behalf of City of Phoenix – PHX Plays’ participation in the Jr. Suns and Jr. Mercury Basketball League. Since 1999, Jr. Suns and Jr. Mercury League has been providing kids the opportunity to learn what it takes to win both on and off the court.
3. Grantee understands that acceptance of the Grant Funds and this Agreement will constitute your agreement that Phoenix Suns/Phoenix Mercury Foundation may make public disclosure of the amount and purpose of the grant and the identity of your organization as the recipient if Phoenix Suns/Phoenix Mercury Foundation elects to do so.
4. If applicable, City will provide Phoenix Suns/Phoenix Mercury Foundation with program notices and branding notices, and reports for the period of time that Phoenix Suns/Phoenix Mercury Foundation is providing Grant Funds. In addition, City agrees that Phoenix Suns/Phoenix Mercury Foundation will have the opportunity to periodically have a representative attend program related meetings and events if Phoenix Suns/Phoenix Mercury Foundation elects to do so.
5. Grantee agrees and acknowledges that Grant Funds awarded indicated herein is the total amount awarded and no other amounts shall be due to Grantee. Grantee agrees to use the Grant Funds within one year of the award date and only for the purposes awarded, as described in the Grant Application. Grantee will give Phoenix Suns/Phoenix Mercury Foundation prompt written notice of any material change in the program and/or branding (if

applicable) as it was proposed in Grantee's Grant Application. Any deviation from the intended use must be approved in advance, in writing, by Phoenix Suns/Phoenix Mercury Foundation. Failure by the Grantee to use the Grant Funds for the purpose(s) awarded, or to obtain the required consent prior to any deviation, shall be a breach of this Agreement. Any portion of the Grant Funds that is not used for the purposes approved in your grant submission (or which is used at any time to directly or indirectly support, sustain, or benefit any purposes other than those approved in Grantee's Grant Application without Phoenix Suns/Phoenix Mercury Foundation written approval to do so) must be remitted back to Phoenix Suns/Phoenix Mercury Foundation.

6. None of the Grant Funds may be used to benefit any political campaign, or for the purpose of carrying on of propaganda or otherwise attempting to influence legislation.

7. All public news releases, social media posts, and printed materials including the name (or any trade name, trademark, or logo) of Phoenix Suns/Phoenix Mercury Foundation shall conform to the sample standard public statement provided by Phoenix Suns/Phoenix Mercury Foundation. Upon the written request of Phoenix Suns/Phoenix Mercury Foundation, Grantee will provide Phoenix Suns/Phoenix Mercury Foundation with copies of all program related news releases, media articles, newsletters, social media posts, and brochures including the name (or any trade name, trademark, or logo) of Phoenix Suns/Phoenix Mercury Foundation.

8. Upon completion of the project for which the Grant Funds were awarded, City agrees to provide Phoenix Suns/Phoenix Mercury with a one (1) page final report describing the results with respect to the measurable objectives described in the Grant Application requirements.

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10. Grantee grants Phoenix Suns/Phoenix Mercury Foundation the right to use Grantee's tradename(s), trademark(s), and logos in connection with announcements and/or press releases regarding the grant and the receipt and use of the grant by Grantee, and to take, use, reproduce and publish any and all photographs, videotapes, and other media, including, without limitation, digital content, graphics, animation, and audio files, with respect to Grantee and Grantee's use of the Grant Funds in connection with the grant, whether such photographs, videotapes, or other media are flattering or unflattering, for any purpose whatsoever, without compensation to Grantee. Grantee also acknowledges that Phoenix Suns/Phoenix Mercury Foundation will own any and all rights in such photographs, videotapes, and other media, including, without limitation, digital content, graphics, animation, and audio files, with respect to Grantee and Grantee's use of the Grant Funds in connection with the grant (collectively, "Materials") in perpetuity and that Grantee waives, as to Phoenix Suns/Phoenix Mercury Foundation and its successors, assigns and licensees, all personal rights and objections to any use made of the Materials including without limitation Grantee's name, likeness, biographical material, voice, accounts, and descriptions in advertising, promotions, and promotional materials, including clothing, throughout the world including but not limited to radio, print, television, film, video, internet, and any other mediums now known and unknown.

11. If applicable, Foundation and/or City will pay all costs and expenses associated with materials, branding, or other hard costs aligned with the funded program.

12. If applicable, City will work with Phoenix Suns/Phoenix Mercury Foundation staff on creative oversight and obtain approval before printing and installing any artwork.

13. Grants are to remain fully branded for the term of the program as described in the Grant Application.

14. By executing this Agreement, the person named below covenants and agrees that such person is an officer of the Grantee duly authorized by its Board or a City representative authorized to sign this Agreement.

[Signature page follows]

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

By: *Martin Whitfield*
Martin Whitfield (Jun 25, 2026 10:18:11 PDT)
Martin Whitfield, Interim Director
Parks and Recreation Department *Wb*

PHOENIX PARKS AND
CONSERVATION FOUNDATION

By: *Mario L. Aniles*
Mario L. Aniles (Jun 24, 2026 12:11:20 PDT)
Mario L. Aniles, CPA -

Date: 06/24/2026

Tax ID #: 95-3413342

ATTEST:

City Clerk: *Denise Asadi-Sold*

Date: 07/23/2026



APPROVED AS TO FORM
Julie M. Kriegh, City Attorney

By: *Micah Ray Alexander*
Micah R. Alexander
Assistant Chief Counsel *DSC*



To: Parks and Recreation Board

Date: August 19, 2026

From: Martin Whitfield, Director

Subject: AGREEMENT WITH AHWATUKEE LITTLE LEAGUE AND PHOENIX PONY LEAGUE
TO UTILIZE PARK FACILITY AT MOUNTAIN VISTA PARK

This report requests Parks and Recreation Board (Board) approval to allow the Ahwatukee Little League and the Phoenix Pony League to utilize the concession/storage building at Mountain Vista Park located at 13647 South 50th Street, Phoenix AZ.

BACKGROUND

Ahwatukee Little League and Phoenix Pony League reserve park facilities at various locations in the Ahwatukee area to provide youth baseball opportunities. Mountain Vista Park is often reserved by both groups throughout the Fall and Spring allocation seasons. The groups provide practices and game play on the three ballfields located at the park and often utilize heavy equipment such as portable pitching mounds, portable batting cages, and safety pitching fences. In the past, the Parks and Recreation Department has provided the organizations with the opportunity to store league equipment in the 565 square foot concession/storage structure adjacent to the fields. This has assisted both groups with daily allocations and minimized the movement of the heavy equipment.

DISCUSSION

Ahwatukee Little League and Phoenix Pony League are interested in a continued use of the concession/storage building at Mountain Vista Park to support the upcoming 2026 Fall Season and the 2027 Spring Season as well as future seasons.

The Parks and Recreation Department has prepared draft agreements (**Attachments A and B**) to support both organizations' requests which will provide the building adjacent to the fields for equipment storage and concessions throughout the allocation periods. Phoenix Pony League will utilize the space during the Fall season (September – December) and Ahwatukee Little League will utilize the space during the Spring season (January – May). At the conclusion of each season, the organizations will be required to remove league equipment and return facility keys to the Parks and Recreation representative. The term of the agreements will be an initial five years with five one-year renewal options and the final agreements are subject to review from the Law Department.

RECOMMENDATION

Staff requests Board approval to execute agreements with the Ahwatukee Little League and the Phoenix Pony League to utilize the concession/storage building at Mountain Vista Park.

Prepared by: Joe Diaz, Deputy Director

Approved by: Brandie I. Barrett, Assistant Director

ATTACHMENT A

FACILITY LICENSE AGREEMENT STORAGE FACILITIES – MOUNTAIN VISTA PARK

This Facility License Agreement (“Agreement”) is entered into by and between the City of Phoenix Parks and Recreation Department (“CITY”) (“PRD”) and the Phoenix Pony Baseball Organization (“PPBO”) (“Contractor”) as it relates to the use of the storage area on 50th Street and Ray Road Park facilities located at Mountain Vista Park (“MVP”) for the purpose of storage of equipment and concession sales at PPBO games as described in **Attachment A** for the 2026 Phoenix Pony Season.

Term of Agreement

In consideration of the performance of services described in **Attachment A**, this Agreement will be effective September 1, 2026, through December 20, 2026, and for an initial term of five years plus five one-year renewal options.

Professional Competency

Contractor represents that is familiar with the nature and extent of this Agreement, the services to be performed in **Attachment A**, and any conditions that may affect its performance. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is organized and financed to perform the services. Contractor agrees that the services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor’s profession currently practicing in the same industry under similar conditions.

Employment Disclaimer

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules shall accrue to such individual. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker’s compensation, other employee benefits, and all taxed and premiums appurtenant thereto concerning such individual and shall save and hold harmless the City with respect thereto.

Lawful Presence Requirement

Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

Legal Worker Requirements

The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, contractor agrees that:

1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
2. A breach of warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
3. The City retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 1.

Indemnification of City

Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Contractor for the City.

Insurance

Consultant and subcontractors shall deliver to the City, prior to commencement of the Services provided under this Agreement, a certificate of insurance acceptable to the City in the amounts and form specified in **Attachment B**. Failure of Consultant and subcontractors to maintain insurance during the term of the Agreement, including renewal options, is a material breach and may result in immediate termination of this Agreement without notice. Insurance requirements are subject to periodic review and adjustment by the City.

Termination

The City may terminate this Agreement, without cause, upon 60 days' prior written notice and will pay Contractor the prorated amount of service rendered as of the date of the notice of termination. No payment shall be made for loss of anticipated profits or unperformed services.

Agreement Cancellation

All parties acknowledge that this Agreement is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

Governing Law/Venue

This Agreement shall be construed in accordance with the laws of the State of Arizona. Any judicial enforcement of the terms and conditions of this Agreement shall be in a court of competent jurisdiction in Maricopa County, Arizona.

Compliance with Laws; Additional Requirements

Contractor shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes and regulations that are, or become applicable to this Agreement.

Requirements for the Mitigation of Heat-Related Illnesses and Injuries in the Workplace

Any Contractor whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The City may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted in English and Spanish on a bulletin board in a break room where it is accessible to employees. If a Contractor does not have a break room, the heat safety plan must be physically placed in a conspicuous location in the workplace where notices to employees are customarily posted. The heat safety plan must also include a contact number of the Contractor that all employees and contract workers can call if they need to inquire or report any heat safety issues and contain language that the Contractor will not retaliate against any employee or contract worker who reports an alleged heat safety violation or who otherwise avails themselves of the protections provided in this article. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

- A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- C. Access to shaded areas and/or air conditioning.
- D. Access to air conditioning in vehicles with enclosed cabs. Beginning on April 1, 2026, all contractors shall regularly monitor vehicles to ensure all vehicles with enclosed cabs have properly functioning air conditioning per the manufacturer specifications. The heat safety and mitigation plan shall include how the Contractor will monitor vehicle air conditioning to comply with this subsection.
- E. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
- F. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

The Contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the Contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the Contractor to ensure compliance by its subcontractors.

Notices

If to City:

Parks and Recreation Department
200 West Washington, 16th Floor
Phoenix, AZ 85003
Phone: 602-262-6862

Email: pks.contracts@phoenix.gov

If to Contractor:

Phoenix Pony Baseball Organization

Name

City, State, Zip

Phone: Number

Email: Address

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

By: _____
Martin Whitfield, Director
Parks and Recreation Department

ATTEST:

City Clerk

Date: _____

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

By: _____
Assistant Chief Counsel

Phoenix Pony Baseball Organization

By: _____
Name

Date: _____

Mountain Vista Park, Building to include storage area and concession room, adjacent to field 3, have been designated and approved for PPBO's use during the period for the 2026 Phoenix Pony Fall season ending December 20, 2026.

At the end of the agreement, PPBO and the PRD will meet on site. At such meeting, PRD and PPBO shall review at least the following matters: PPBO's utilization of the Building, the Building's Condition, any surveys of fans or participants and any written suggestions or complaints, and if any repairs are required. PPBO will be responsible for all costs associated with any repairs to the above-mentioned areas.

A. Phoenix Pony Baseball Organization is responsible for the following:

1. PPBO shall provide a contact person who will represent the PPBO, assigned to work closely with the assigned PRD staff for use of the Building storage and concession area, and to notify staff if any change occurs in information or schedule of the Building use.
2. PPBO shall agree to reimburse PRD or directly repair any damage to the Building caused by PPBO during the agreement period.
3. PPBO shall ensure that adequate staff/volunteers are available to properly supervise the activities of the PPBO participants' use of the Building.
4. PPBO will be allowed to use the MVP office building (Building) for non-hazardous storage during the agreement period with the following stipulations:
 - a. Upon taking possession of Building, PPBO will provide an inventory to PRD of all fixtures and equipment which will be placed or installed in the building.
 - b. Concession facility, equipment, and security must comply with applicable federal, state, county and local laws, and ordinances. Food and beverage concessions shall be performed at PPBO's sole expense.
 - c. Concession foods must be stored in secured plastic containers at all times.
 - d. PPBO shall provide four million dollars (\$4,000,000) of general liability insurance naming the City of Phoenix as "Additional Insured" and furnish the Original Certificate of Insurance to the Parks and Recreation Department's South Division Office
 - e. PPBO will have exclusive use of the Building. No equipment can be stored after December 20, 2026.
 - f. One key will be issued to the designated PPBO representative by September 1, 2026. No duplicates are allowed. If for any reason a key is lost, PPBO must immediately contact PRD staff at which time PPBO will be charged for the re-keying of the Building. Applicable fees will be determined at the time of the incident. **(Attachment C – Key Issuance Notification)**
 - g. Upon expiration of the Agreement or termination for cause, PPBO shall have until December 20, 2026, to remove all equipment and concession facility from park premises

and surrender the premises in as good a condition as at the beginning of the term hereof, except for reasonable wear and tear.

- h. PRD shall not be responsible for any loss of PPBO equipment/supplies due to theft or unforeseen circumstances.
- i. PRD reserves a Right of Entry with 24-hour advanced notice to provide any necessary/scheduled maintenance or inspections of the building. PPBO will provide PRD with a contact name and telephone number.

5. PPBO agrees to **donate** \$1,500.00 or 5% of concession stand sales, whichever is higher to the City of Phoenix, Parks and Recreation Department, South Division, inner city programs, to help offset the cost of classes/programs for families in need of assistance.

6. PPBO equipment will be temporary and not permanently placed on allocated fields. All of PPBO's equipment must be removed or stored at the end of every day.

7. PPBO shall inform all participants that no vehicles are allowed on the Park grounds other than in designated parking spaces. Equipment may be loaded and unloaded from the adjacent parking lot and no vehicles are allowed onto the Park grounds/Field unless pre-approved by PRD staff.

Failure to comply with terms of the agreement may result in termination of this Agreement.

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

1. Minimum Scope and Limits of Insurance:

Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate \$4,000,000

Products – Completed Operations Aggregate \$2,000,000

Personal and Advertising Injury \$2,000,000

Each Occurrence \$2,000,000

Fire Damage (Damage to Rented Premises \$ 100,000

The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.

There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.

City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.

The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.

City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.

The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

Worker's Compensation and Employers' Liability

Contractor shall provide Workers' Compensation Statutory Employers' Liability

Each Accident \$ 1,000,000

Disease – Each Employee \$ 1,000,000

Disease – Policy Limit \$ 1,000,000

Policy must contain a waiver of subrogation in favor of the City of Phoenix. "Transfer of rights of recovery against others to us" may be used in place of "waiver of subrogation".

This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form. To forego application of this requirement, Contractor must submit to the City a valid copy of the form on behalf of themselves and/or applicable subcontractors.

Professional Liability (Errors and Omissions Liability)

Contractor's policy shall cover professional misconduct or lack of ordinary skill in performing the services defined in the Scope of Services of this Contract.

Each Claim \$2,000,000

Annual Aggregate \$2,000,000

Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

2. Additional Insurance Requirements:

The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Property Insurance

The City of Phoenix shall be named as a loss payee on property coverage for tenant

improvements. If property coverage on the building is required, "the City of Phoenix shall be named as a loss payee". Policy shall contain a waiver of subrogation against the City of Phoenix.

3. **Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed, or hand-delivered to **City of Phoenix, Parks and Recreation Department, Management Services Division, 200 West Washington Street, 16th Floor, Phoenix, Arizona 85003** OR pks.contracts@phoenix.gov.

4. **Acceptability of Insurers:**

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VII or a Standard & Poor's Rating (if rated) of not less than BBB. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

5. **Verification of Coverage:**

Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

6. **Subcontractors:**

Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.



City of Phoenix

PARKS AND RECREATION DEPARTMENT

KEY ISSUANCE NOTIFICATION

Per the agreement with the City of Phoenix and Phoenix Pony Baseball Organization has been issued 1 key to the storage area at Mountain Vista Park. Key(s) to be returned by December 20, 2026. **Key(s) are not to be duplicated.**

Date Key Issued: ____/____/____

Received By (Print Name): _____

Organization Name: _____

Organization Title: _____

Phoenix Pony Baseball Representative Signature: _____

Issued By (Print Name): _____

City of Phoenix Title: _____

Signature: _____

Date: ____/____/____

Date Key Returned: ____/____/____

By Whom (Print Name): _____

Organization Title: _____

How many keys Returned: _____

City Staff Received by (Print Name): _____

City of Phoenix Title: _____

ATTACHMENT B

FACILITY LICENSE AGREEMENT STORAGE FACILITIES – MOUNTAIN VISTA PARK

This Facility License Agreement (“Agreement”) is entered into by and between the City of Phoenix Parks and Recreation Department (“CITY”) (“PRD”) and the Ahwatukee Little League (“ALL”) (“Contractor”) as it relates to the use of the storage area on 50th Street and Ray Road Park facilities located at Mountain Vista Park (“MVP”) for the purpose of storage of equipment and concession sales at ALL games as described in **Attachment B** for the Ahwatukee Little League spring seasons.

Term of Agreement

In consideration of the performance of services described in **Attachment B**, this Agreement will be effective January 1, 2027, for an initial term of five years plus five one-year renewal options.

Professional Competency

Contractor represents that is familiar with the nature and extent of this Agreement, the services to be performed in **Attachment B**, and any conditions that may affect its performance. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is organized and financed to perform the services. Contractor agrees that the services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor’s profession currently practicing in the same industry under similar conditions.

Employment Disclaimer

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules shall accrue to such individual. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker’s compensation, other employee benefits, and all taxed and premiums appurtenant thereto concerning such individual and shall save and hold harmless the City with respect thereto.

Lawful Presence Requirement

Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

Legal Worker Requirements

The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, contractor agrees that:

1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
2. A breach of warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
3. The City retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 1.

Indemnification of City

Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Contractor for the City.

Insurance

Contractor and subcontractors shall deliver to the City, prior to commencement of the Services provided under this Agreement, a certificate of insurance acceptable to the City in the amounts and form specified in **Attachment B**. Failure of Contractor and subcontractors to maintain insurance during the term of the Agreement, including renewal options, is a material breach and may result in immediate termination of this Agreement without notice. Insurance requirements are subject to periodic review and adjustment by the City.

Termination

The City may terminate this Agreement, without cause, upon 60 days' prior written notice and will pay Contractor the prorated amount of service rendered as of the date of the notice of termination. No payment shall be made for loss of anticipated profits or unperformed services.

Agreement Cancellation

All parties acknowledge that this Agreement is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

Governing Law/Venue

This Agreement shall be construed in accordance with the laws of the State of Arizona. Any judicial enforcement of the terms and conditions of this Agreement shall be in a court of competent jurisdiction in Maricopa County, Arizona.

Compliance with Laws; Additional Requirements

Contractor shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes and regulations that are, or become applicable to this Agreement.

Requirements for the Mitigation of Heat-Related Illnesses and Injuries in the Workplace

Any Contractor whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The City may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted in English and Spanish on a bulletin board in a break room where it is accessible to employees. If a Contractor does not have a break room, the heat safety plan must be physically placed in a conspicuous location in the workplace where notices to employees are customarily posted. The heat safety plan must also include a contact number of the Contractor that all employees and contract workers can call if they need to inquire or report any heat safety issues and contain language that the Contractor will not retaliate against any employee or contract worker who reports an alleged heat safety violation or who otherwise avails themselves of the protections provided in this article. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

- A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- C. Access to shaded areas and/or air conditioning.
- D. Access to air conditioning in vehicles with enclosed cabs. Beginning on April 1, 2026, all contractors shall regularly monitor vehicles to ensure all vehicles with enclosed cabs have properly functioning air conditioning per the manufacturer specifications. The heat safety and mitigation plan shall include how the Contractor will monitor vehicle air conditioning to comply with this subsection.
- E. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
- F. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

The Contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the Contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the Contractor to ensure compliance by its subcontractors.

Notices

If to City:

Parks and Recreation Department
200 West Washington, 16th Floor
Phoenix, AZ 85003
Phone: 602-262-6862

Email: pks.contracts@phoenix.gov

If to Contractor:

Ahwatukee Little League

City, State, Zip

Phone: Number

Email: Address

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

By: _____
Martin Whitfield, Director
Parks and Recreation Department

ATTEST:

City Clerk

Date: _____

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

By: _____
Assistant Chief Counsel

Ahwatukee Little League

By: _____
Name

Date: _____

Mountain Vista Park, Building to include storage area and concession room, adjacent to field 3, have been designated and approved for ALL's use during the period beginning January 1st and ending May 31st each year for the Ahwatukee Little League spring seasons.

At the end of each season, ALL and the PRD will meet on site. At such meeting, PRD and ALL shall review at least the following matters: ALL's utilization of the Building, the Building's Condition, any surveys of fans or participants and any written suggestions or complaints, and if any repairs are required. ALL will be responsible for all costs associated with any repairs to the above-mentioned areas.

A. Ahwatukee Little League is responsible for the following:

1. ALL shall provide a contact person who will represent the ALL, assigned to work closely with the assigned PRD staff for use of the Building storage and concession area, and to notify staff if any change occurs in information or schedule of the Building use.
2. ALL shall agree to reimburse PRD or directly repair any damage to the Building caused by ALL during the agreement period.
3. ALL shall ensure that adequate staff/volunteers are available to properly supervise the activities of the ALL participants' use of the Building.
4. ALL will be allowed to use the MVP office building (Building) for non-hazardous storage during the agreement period with the following stipulations:
 - a. Upon taking possession of Building, ALL will provide an inventory to PRD of all fixtures and equipment which will be placed or installed in the building.
 - b. Concession facility, equipment, and security must comply with applicable federal, state, county and local laws, and ordinances. Food and beverage concessions shall be performed at ALL's sole expense.
 - c. Concession foods must be stored in secured plastic containers at all times.
 - d. ALL shall provide four million dollars (\$4,000,000) of general liability insurance naming the City of Phoenix as "Additional Insured" and furnish the Original Certificate of Insurance to the Parks and Recreation Department's South Division Office
 - e. ALL will have exclusive use of the Building. No equipment can be stored after May 31st of each year.
 - f. One key will be issued to the designated ALL representative by January 1st of each year. No duplicates are allowed. If for any reason a key is lost, ALL must immediately contact PRD staff at which time ALL will be charged for the re-keying of the Building. Applicable fees will be determined at the time of the incident. (**Attachment C – Key Issuance Notification**)
 - g. Upon expiration of the Agreement or termination for cause, ALL shall have until May 31st to remove all equipment and concession facility from park premises and surrender the

premises in as good a condition as at the beginning of the term hereof, except for reasonable wear and tear.

- h. PRD shall not be responsible for any loss of ALL equipment/supplies due to theft or unforeseen circumstances.
- i. PRD reserves a Right of Entry with 24-hour advanced notice to provide any necessary/scheduled maintenance or inspections of the building. ALL will provide PRD with a contact name and telephone number.

5. ALL agrees to donate \$1,500.00 to the City of Phoenix, Parks and Recreation Department, South Division, inner city programs, to help offset the cost of classes/programs for families in need of assistance.

6. ALL equipment will be temporary and not permanently placed on allocated fields. All of ALL's equipment must be removed or stored at the end of every day.

7. ALL shall inform all participants that no vehicles are allowed on the Park grounds other than in designated parking spaces. Equipment may be loaded and unloaded from the adjacent parking lot and no vehicles are allowed onto the Park grounds/Field unless pre-approved by PRD staff.

Failure to comply with terms of the agreement may result in termination of this Agreement.

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

1. Minimum Scope and Limits of Insurance:

Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate \$4,000,000

Products – Completed Operations Aggregate \$2,000,000

Personal and Advertising Injury \$2,000,000

Each Occurrence \$2,000,000

Fire Damage (Damage to Rented Premises \$ 100,000

The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.

There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.

City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.

The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

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Each Accident \$ 1,000,000

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Professional Liability (Errors and Omissions Liability)

Contractor's policy shall cover professional misconduct or lack of ordinary skill in performing the services defined in the Scope of Services of this Contract.

Each Claim \$2,000,000

Annual Aggregate \$2,000,000

Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

2. Additional Insurance Requirements:

The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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The City of Phoenix shall be named as a loss payee on property coverage for tenant

improvements. If property coverage on the building is required, "the City of Phoenix shall be named as a loss payee". Policy shall contain a waiver of subrogation against the City of Phoenix.

3. **Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed, or hand-delivered to **City of Phoenix, Parks and Recreation Department, Management Services Division, 200 West Washington Street, 16th Floor, Phoenix, Arizona 85003** OR pks.contracts@phoenix.gov.

4. **Acceptability of Insurers:**

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VII or a Standard & Poor's Rating (if rated) of not less than BBB. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

5. **Verification of Coverage:**

Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

6. **Subcontractors:**

Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.



City of Phoenix

PARKS AND RECREATION DEPARTMENT

KEY ISSUANCE NOTIFICATION

Per the agreement with the City of Phoenix and Ahwatukee Little League has been issued 1 key to the storage area at Mountain Vista Park. Key(s) to be returned by May 31st of each year. **Key(s) are not to be duplicated.**

Date Key Issued: ____/____/____

Received By (Print Name): _____

Organization Name: _____

Organization Title: _____

Ahwatukee Little League Representative Signature: _____

Issued By (Print Name): _____

City of Phoenix Title: _____

Signature: _____

Date: ____/____/____

Date Key Returned: ____/____/____

By Whom (Print Name): _____

Organization Title: _____

How many keys Returned: _____

City Staff Received by (Print Name): _____

City of Phoenix Title: _____



To: Parks and Recreation Board

Date: August 19, 2026

From: Martin Whitfield, Director

Subject: DONATION FROM PARASOL US FOUNDATION INC. FOR IMPROVEMENTS AT ESTEBAN PARK

This report requests Parks and Recreation Board (Board) approval to accept a donation from Parasol US Foundation Inc. for improvements at Esteban Park located at 3345 East Roeser Road, Phoenix, AZ.

BACKGROUND

Esteban Park is a 60.74 acre regional park and was master planned and constructed in the late 1960s. Through the past 65 years, the park has received many improvements and upgrades that include new sports fields, restrooms, and courts to name a few. Recently, the park was allocated Phoenix Parks and Preserve Initiative (PPPI) funding to replace the existing restroom buildings, repair and replace courts, add ramadas at various locations throughout the park, and upgrade the area lighting to LED. Additionally, the site was selected to receive General Obligation Bond funding to construct a 5,000 square foot recreation center. Both projects have or will receive the required permits and will begin construction later this annual year.

With multiple large projects approved for the site and limited funding set aside for these projects, additional funding will be needed to complete both projects.

DISCUSSION

Parasol US Foundation Inc. approached the Parks and Recreation Department with a request to donate \$350,000 specifically to Esteban Park and assist with the upcoming improvements scheduled for the park site. The organization owns residential properties adjacent to the park and is in support of the Parks and Recreation Department mission to build healthy communities through parks, programs, and partnerships. The organization is excited about the opportunity to partner with the Parks and Recreation Department on the planned projects and potentially on future improvements in the park.

RECOMMENDATION

Staff recommends Board approval to accept the donation from Parasol US Foundation Inc. to support improvements to Esteban Park.

Prepared by: Joe Diaz, Deputy Director

Approved by: Brandie I. Barrett, Assistant Director



To: Parks and Recreation Board

Date: August 19, 2026

From: Martin Whitfield, Director

Subject: REQUEST FOR APPROVAL OF NEW NAME FOR PARK AND COMMUNITY CENTER
AT 35TH AVENUE AND BASELINE ROAD

This report requests Parks and Recreation Board (Board) approval to rename the park and community center located at 35th Ave and Baseline Road to Aguila Park and Aguila Community Center.

BACKGROUND

On March 18, 2026, Mayor Kate Gallego, Councilwoman Betty Guardado, and Councilwoman Laura Pastor submitted a Formal Meeting Item Request proposing three actions in response to public allegations involving Cesar Chavez: renaming the March 31 holiday to Farmworker's Day, beginning the process to rename City facilities bearing his name and removing related City-installed signage. The City Council approved these actions on March 25, 2026.

Following this, on March 26, 2026, and in accordance with Park Naming Policy 3.3 (**Attachment A**), staff received authorization from the Parks and Recreation Board to begin the formal renaming process for Cesar Chavez Park and the Cesar Chavez Community Center. A community survey to collect renaming input was conducted from May 15 through June 14, 2026.

On June 17, 2026, a Citizen's Petition requesting the renaming of both facilities to Jesse Owens Park and Community Center was submitted for City Council's consideration.

The Parks and Recreation Board met on June 26, 2026, and following discussion, the Parks Board decided to table the item to allow time for the City Council to vote on the Citizen's petition.

On July 1, 2026, the City Council denied the petition and returned the matter to the Parks and Recreation Board.

DISCUSSION

The park located at 7858 S. 35th Avenue (35th Avenue and Baseline) covers 181.65 acres and features a wide range of amenities, including ball fields, basketball courts, a dog park, drinking fountains, grill and picnic areas, playgrounds, racquetball courts, community center, restrooms, shade structures, a skate park, soccer fields, tennis courts, urban fishing areas, and volleyball courts.

Classified as a regional park, it also has a five-mile service radius used to gather community input during public engagement processes. This feedback helps guide facility improvements and, in this case, the potential renaming of both the park and the community center.

To collect public input on new name options, the Parks and Recreation Department created an electronic survey and presented six suggested names, each selected for its historical or cultural relevance to the area. The proposed names and their meanings were as follows:

- Arizona Sunset Park & Sunset Community Center: Reflects the striking colors of Arizona's sunsets, which illuminate the surface of the park's 28-acre lake and offers scenic views enjoyed by the community.
- Desert Oasis Park & Desert Oasis Community Center: Highlights the park's lake as a natural refuge for Arizona wildlife, providing a safe habitat for more than 100 fowl and a variety of fish.
- Aguila Park & Aguila Community Center: "Aguila," Spanish for "eagle," aligns with the adjacent Aguila Golf Course.
- Laveen Park & Laveen Community Center: Emphasizes the strong connection between the park and the surrounding Laveen community.
- Holstein Heritage Park & Holstein Heritage Community Center: Honors Laveen's long-standing dairy-farming history, symbolized by the Holstein cow sculptures displayed within the park.
- Farmworkers Park & Farmworkers Community Center: Recognizes the farmworkers who once cultivated the area's agricultural fields, where crops such as alfalfa, cotton, and produce were grown and harvested.

Survey respondents were also given the opportunity to propose their own name suggestions.

Staff promoted the survey through multiple channels, including posting signs with QR codes throughout the park, distributing flyers and a message board at the community center, sending more than 14,500 emails to community center participants with the survey link, and sharing announcements on the Parks and Recreation Department social media pages, Nextdoor, and the Mayor and Council pages.

The survey ran from May 15 to June 14, 2026, and received a total of 1,843 responses. Of these, 1,365 responses (74 percent) came from within the park's service radius. The name that received the highest number of votes, both overall (565 votes) and within the service area (445 votes) was Aguila Park and Aguila Community Center, as shown in **Attachment B**.

RECOMMENDATION

Staff recommends Board approval of the name Aguila Park and Aguila Community Center for the park and community center located at 7858 S. 35th Avenue.

Prepared by: Tannia Ruiz, Management Assistant II
Approved by: Martin Whitfield, Director

ATTACHMENT A
City of Phoenix
Parks and Recreation Board Policy

Number 3.3	Park Naming	Adopted: 9/13/1967
		Revised: 4/26/2012

Park Naming Criteria

The Parks and Recreation Board shall have final approval authority for all names for parks, parks features and recreational facilities.

In considering proposed names for parks, park features and recreational facilities, the Board shall consider whether the following conditions apply:

1. The person or entity proposing the name donated the park, park feature or recreational facility.
2. The person or entity proposing the name donated funding equal to the value of the land for the park or the development of the park, park feature or recreational facility.
3. The person or entity proposing the name donated funding equal to at least 50 percent of the cost of the park's development or major renovation.
4. The person or entity proposing the name made a series of donations to the City of Phoenix park system whose sum is the percentage values required in paragraphs 1, 2, or 3.
5. A nonprofit organization that operates a parks facility and proposes a name for a park, park feature or recreational facility meets the criteria outlined in the Naming Rights Guidelines for Nonprofit Operators of Department Facilities below.
6. The individual person whose name is proposed is accepted by the general public as being a local, state, or national hero or has had historical significance deemed deserving of extraordinary recognition through park naming.
7. The name conveys and reflects a City of Phoenix park and/or facility.

The Board shall have the authority to establish additional guidelines/criteria which may not be covered in this policy. The Board may consider names through contests, community recommendations, the establishment of a special naming subcommittee, term agreements, or other appropriate means representative of the policy guidelines.

Special Park Feature/Recreation Facility

A specific park feature or recreational facility may be named in honor of a donor or in recognition of a special event, person, or cause without having to rename the park it is located in. For example, a person or group may wish to donate a special piece of equipment, the construction of a basketball court, the dedication of an amphitheater,

ball diamond, construction of a picnic ramada, etc. Plaque dedications, benches, special tree plantings, trail dedications, etc., have traditionally become recognized features in parks. The Department shall have the authority to approve the naming of a special park feature. The Board retains the authority to approve the naming of multiple special park features of significant monetary value. Monuments and memorials are addressed in a separate Board-approved policy guideline.

Term-limited Sponsorship Agreements

The Parks and Recreation Board shall have approval authority over all term-limited naming-rights agreements. Such an agreement involves a delicate balance between the public park facility and a potential sponsor. The Board should consider opportunities for the Parks and Recreation Department to earn revenue by granting the naming rights for a period of time while preserving programming and facility rights for the public. The naming rights agreement shall address signage, promotional materials, media exposure, programming, and other benefits that match the sponsor's business/individual development perspective. In valuing a sponsorship, the board shall consider the potential value of other sponsorship opportunities in a park or recreational facility. The Board shall also consider other terms, such as a right of first negotiation to renew the agreement at the end of the term.

Naming Rights Guidelines for Nonprofit Operators of Department Facilities

The Parks and Recreation Department relies on nonprofit organizations to operate numerous Department facilities and services for the benefit of the general public. Nonprofit operators of Department facilities may offer naming rights, subject to Parks and Recreation Board approval, as a means to generate facility operating funds according to the following considerations:

1. The nonprofit operator shall contribute a percentage of the facility's fair market value in funds, furniture, fixtures, and/or equipment at levels sufficient to merit Parks and Recreation Board approval of naming rights during the term of an operating agreement. The total contribution may be less than the levels established within this policy for other entities.
2. A nonprofit operator may, subject to the approval of the Parks and Recreation Board, offer naming rights in acknowledgment of a donation. Such naming rights donations shall be used by the nonprofit operator for the operation of the City facility and its services for the general public in compliance with the terms and conditions of the Board approved Operating Agreement. The nonprofit operation shall provide the Parks and Recreation Department an accounting of the use of the funds.
3. Lesser contribution levels for naming rights for an area or feature of a facility may also be considered.
4. The Parks and Recreation Board will have the option to approve facility naming rights on behalf of nonprofit operators in perpetuity when the level of contribution meets the requirements listed in Park Naming Criteria above.

5. This policy applies only to facilities owned by the Parks and Recreation Department. This naming rights policy does not apply to programs or other sponsorships (such as events) to which the nonprofit operator may provide naming rights in acknowledgment of a donation.

Park Renaming/Un-naming

With the exception of parks and facilities with term-limited names, the Board shall not change the name of any named park or facility unless there are extraordinary circumstances of local or national interest and no other park facility can be so designated. Officially named parks and facilities are defined as those which have been named by the Board. The Board should change the name of a park only with great deliberation. For example, (1) in reaction to related geographical name changes; or (2) in response to negative public opinion related to inappropriate, derogatory, or offensive naming reference; or (3) to commemorate a person or persons who have made overriding contributions to the park or who are of local and national interest and whose distinctions are as yet unrecognized. A five-year waiting or "grace" period from the time of the death of a person whose name is being proposed for a park shall be followed. For renaming an existing park, it is the policy of the Board to take no formal action until after a thorough public notification/hearing process has taken place on the proposed change. Living next of kin shall be queried as to their wishes regarding any request to change the name of a "person/family named park." The stated purpose of this policy guideline is to preserve, honor, and protect the official actions of previous Boards and to consider a name change only after thorough research and public discussion has taken place. In all cases, the Board shall have the prerogative of formally considering, accepting, or rejecting the proposed name change. Board policy decision is final for City of Phoenix designated parks. Naming or renaming of specific geographical features may be subject to State Board of Geographic and Historic Names (A.R.S. §41.935.02, 835.05) and U. S. Bureau of Geographic Name policies.

Delia Ortega Nowakowski, Chair
April 26, 2012

Reference: Policy No. PRL-17, Parks Board Minutes 2/24/2005, 5/6/1980



City of Phoenix
PARKS AND RECREATION DEPARTMENT

Community Survey Results

This summary presents survey results regarding the renaming of the park and community center at 35th Avenue and Baseline Road, formerly known as Cesar Chavez Park and Community Center.

Total # of Survey Responses:

1,843

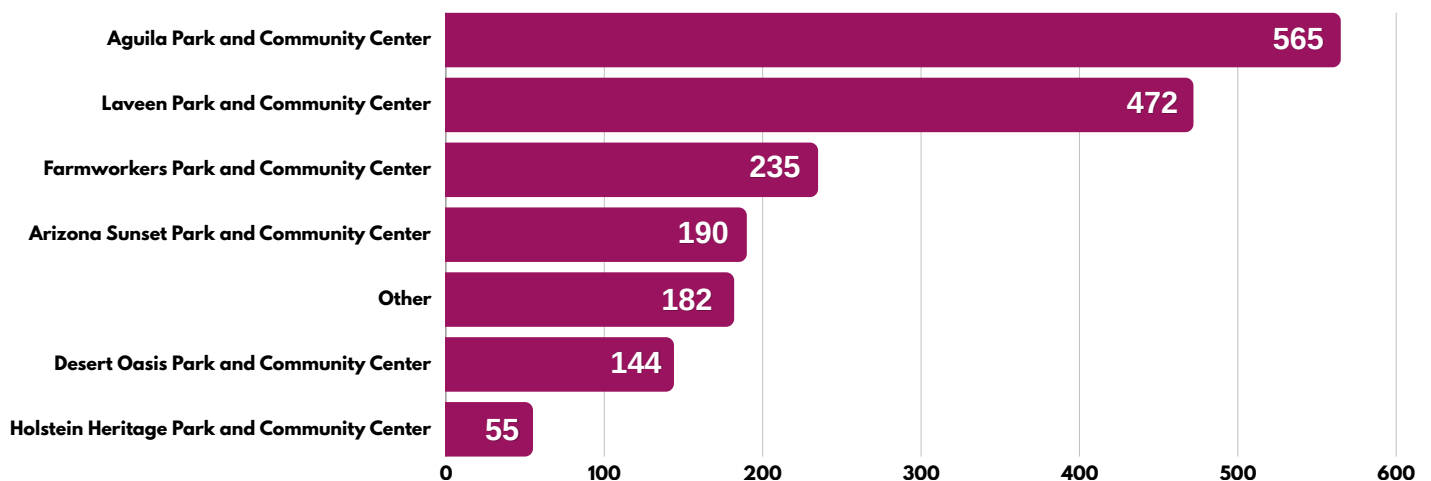
English & Spanish Survey

Top Name by # of Responses:

Aguila Park and Community Center

565 Responses

Results Summary





Service Area Survey Results

The below results include only responses from residents whose ZIP codes place them within the park and community center's service area, defined as a 5-mile radius around 35th Avenue and Baseline Road.

Total # of Survey Responses:

1,365

English & Spanish Responses within the Service Area

Top Name by # of Responses:

Aguila Park and Community Center

445 Responses

Results Summary

