

**NOTICE OF PUBLIC MEETING
PARKS AND RECREATION BOARD
REVISION: Item 3d and 4a Updated**

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the members of the **PARKS AND RECREATION BOARD**, and to the general public, that the **PARKS AND RECREATION BOARD** will hold a meeting open to the public on **Thursday, August 31, 2023, at 5:00 p.m.**

OPTIONS TO ACCESS THIS MEETING

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

Call-in to listen to the live meeting. Dial 602-666-0783. Enter the meeting access code 2633 590 0722#, then enter in the Webinar password PksMtg! when prompted (7576841 from phones).

Observe

<https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m0ba4d7a3e5d3e38f6eec3c6d032ae256>

REQUEST TO SPEAK

In-Person Requests to speak at a meeting:

Register in person at the front desk located at the City Council Chambers, 200 W. Jefferson St., Phoenix, Arizona, 85003. Individuals should arrive early, 1 hour prior to the start of the meeting to submit an in-person request to speak before the item is called. After the item is called, requests to speak for that item will not be accepted.

Virtual Requests to speak at a meeting:

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

<https://forms.office.com/g/SaHDTYGZUM>

- Virtual speakers must register by: **August 30, 2023**

If you have any issues with the form or if you wish to submit a comment to the board, contact:

Tannia Ruiz At: tannia.ruiz@phoenix.gov or 602-262-4994

A complete packet of meeting materials will be posted 48 hours prior to the meeting at

<https://www.phoenix.gov/parks>.

The agenda for the meeting is as follows:

1.	Call to Order –	Kelly Dalton, Chair
2.	INFORMATION ITEM(S): Information items will be provided to the Board in writing and are not intended for formal presentation unless otherwise requested by a Board member or required for future policy consideration.	
a.	Code of Conduct Update	Jarod Rogers

3.	CONSENT ITEM(S): Consent items will be provided to the Board in writing and are not intended for formal presentation . Consent items may be voted on collectively, unless a Board member requests that any item be voted on separately. The chairperson may direct staff to formally present any consent item. These items are for possible action.		
	a.	Parks and Recreation Board Summary Minutes- June 22, 2023	Selina Demmert
	b.	Proposed Demonstration Project at Rio Salado	Jarod Rogers
	c.	Parks Requests to Vend in City Parks	Alonso Avitia
	* d.	Anivive Lifesciences Inc. Dog Waste Bag Sponsorship	Alonso Avitia
	e.	Reaccreditation of S'edav Va'aki Museum	Jarod Rogers
	f.	Request for Board Consideration to Make an Exception to the Park Naming Policy	Tannia Ruiz
4.	DISCUSSION AND POSSIBLE ACTION ITEM(S): Discussion and Possible Action items are for information, discussion and possible action.		
	* a.	Phoenix Trails and Heat Safety Program Update	Jarod Rogers
5.	CALL TO THE PUBLIC – Citizens are provided time to make statements to the Board. <i>(Those desiring to make a statement should have informed staff in advance of the meeting by following the instructions on this notice.)</i> We welcome citizen input; however, items brought to the Board's attention cannot be discussed unless they are listed as an agenda item. Action taken as a result of public comment will be limited to requesting staff to study the matter or rescheduling the matter for further consideration and/or decision at a later date.		Kelly Dalton, Chair
6.	BOARD CHAIRPERSON'S REPORT – The Chairperson will verbally present comments or requests to the Board without Board discussion .		Kelly Dalton, Chair
7.	BOARD COMMENTS/REQUESTS – The Chairperson will entertain Board member comments or requests without Board discussion .		Kelly Dalton, Chair
8.	DIRECTOR'S BRIEFING – Briefing items will be verbally presented to the Board by the Director or designee without Board discussion .		Tracee Hall, Assistant Director
9.	Adjournment		Kelly Dalton, Chair

For further information or to request a reasonable accommodation, please contact Tannia Ruiz, Management Assistant, Parks and Recreation Department at 602-495-5215 or TTY: 7-1-1.

August 30, 2023



To: Parks and Recreation Board

Date: August 31, 2023

From: Cynthia Aguilar, Director

Subject: CODE OF CONDUCT UPDATE

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

BACKGROUND

In October 2019, following a series of 13 community meetings to gather public input about problematic behaviors in parks and proposed solutions and discussions at five board meetings, the board approved staff to move forward with the implementation of a Code of Conduct for parks and park facilities.

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

In October 2020, City staff provided the board with an update regarding Code of Conduct implementation, which had been on hold. At that meeting, the board requested monthly updates regarding implementation and numbers of educational contacts and trespass notices. In October 2022, the board requested that these monthly updates also include information on citations issued by Phoenix Park Rangers.

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

DISCUSSION

Educational Contacts and Trespass Notices

Staff continues to educate the community and park guests regarding the Code of Conduct. At the board's request, the number of educational contacts made by staff in

the field and the number of trespass notices and citations issued are tracked and reported to the board monthly.

Parks and Recreation Department staff are also installing Code of Conduct signage throughout the park system to assist with public education. Sign installation has been completed in 115 parks with 57 parks remaining. Staff are working to identify an additional vendor to help expedite the installation process. Installations continue with a goal of installing all signs by the end of 2023.

Park Rangers have the authority to enforce Phoenix City Code violations through the issuance of Arizona Traffic Ticket and Complaint (ATTC) citations. These citations are issued for violations of both criminal and civil violations that occur on park property. In addition, Park Rangers can enforce the Parks and Recreation Code of Conduct through the issuance of trespass notices. Some conduct violates both the Phoenix City Code and the Code of Conduct. Park Rangers generally lead with education to gain compliance, but, when education does not work and to address chronic and/or serious behavior, a Park Ranger may issue an ATTC, a trespass notice or both depending on the behavior.

From June 4 to July 24, approximately 3,175 educational contacts were made by staff. During the same period, (149) trespass notices were issued by Park Rangers and (19) citations were issued. The (149) trespass notices issued during this period were for offenses related to the following: (29) After Hours, (5) Alcohol without permit, (1) Bathing in restroom, (1) Gathering of 50 or more, (3) Harassment of patrons or staff, (1) Obstructing use of park, (19) Shopping Carts, (6) Unlawful Conduct, (79) Drug/Paraphernalia, (1) Public Sexual Activity, (1) Storing Belongings Unattended, (6) Loitering, (2) Littering, (3) Using Amenities Outside of Intended Use, (3) Order to Leave, Failure to Comply, (1) Tents. The (19) citations issued were for the following: (17) After Hours Park Use/Entry, (1) Failure to Comply, (1) Entering Park Area Closed to Public. No juveniles were issued trespass notices during this reporting period.

Since implementation of the Code of Conduct, (1) notice has been issued to a juvenile with no citations issued. No appeals have been received.

The Parks and Recreation Department will continue to provide standing monthly updates as requested by the Board.

Date	Number of Educational Contacts	Number of Trespass Notices Issued Involving Illegal Activity/PD	Number of Arizona Traffic Ticket and Complaint (ATTC) citations Issued
Week of July 23	303	14	2
Week of July 16	323	12	0

Week of July 9	420	9	0
Week of July 2	536	24	5
Week of June 25	453	14	2
Week of June 18	333	31	0
Week of June 11	410	39	8
Week of June 4	397	6	2
Week of May 28	354	20	5
Week of May 21	360	20	1
Week of May 14	426	14	5
Week of May 7	327	3	1
Week of April 30	181	11	2
Week of April 23	166	27	19
Week of April 16	282	17	3
Week of April 9	193	18	3
Week of April 2	211	4	2
Week of March 26	135	14	5
Week of March 19	205	9	3
Week of March 12	245	7	5
Week of March 5	224	2	1
Week of February 26	112	4	0
Week of February 19	219	4	5
Week of February 12	147	16	16
Week of February 5	190	9	16
Week of Jan 29	203	4	1
Week of Jan 22	175	6	9
Week of Jan 15	127	3	1
Week of Jan 8	129	3	2
Week of Jan 1	137	0	0
Weekly Average 2022	276.4	4.9	1.1
Weekly Average 2021	501.6*	9.5*	N/A **

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

*** ATTCs not tracked in 2021. ATTC tracking began the week of October 2, 2022. ATTC average for 2022 covers the weeks from October 2 through December 25.*

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

RECOMMENDATION

This report is for information only.

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

**CITY OF PHOENIX
PARKS AND RECREATION BOARD
SUMMARY MINUTES
June 22, 2023**

Virtual meeting hosted on WebEx.

Board Members Present

Sarah Porter
Emma Viera
Ed Zuercher
Tony Moya
Aubrey Barnwell
Kelly Dalton

Staff Present

Tracee Hall
Martin Whitfield
Jarod Rogers
Isis Sanchez
Felicita Mendoza
Tannia Ruiz
Ray Ficcaglia

Community Members

Jerry Van Gasse

Board Members Absent

Dorina Bustamante

1. CALL TO ORDER

Chairperson Dalton called the meeting to order at 5:01 p.m. with Board Members Porter, Viera, and Moya in attendance.

2. INFORMATION ITEMS

2a. Margaret T. Hance Park Update

Information only.

2b. Code of Conduct Update

Information only.

Board Member Viera asked for clarification on the table provided if the number of tickets and complaints was in addition to the trespass number.

Assistant Director Hall confirmed that it was in addition to and not included in the number of tickets and complaints.

3. CONSENT ITEMS

3a. Parks and Recreation Board Summary Minutes- May 25, 2023

3b. Phoenix Sonoran Preserve Committee Appointment

3c. Arizona Diamondbacks Foundation Inc. Sponsorship for El Oso Park Ballfield Refurbishment and Scoreboard Naming

3d. New Request to Vend in Heritage Square and Science Park

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

4. INFORMATION AND DISCUSSION

4a. Parks Master Plan Update

Board Member Zuercher joined the meeting in person and Board Member Barnwell joined the meeting virtually at 5:07p.m.

Assistant Director Whitfield and Special Project Administrator Felicita Mendoza provided an update for the Parks Master Plan. Assistant Director Whitfield expressed this will provide long term parks development goals and that they are working with consultants to develop a plan for guidance moving forward.

Key focus areas will include:

- An evaluation and inventory of existing developed and undeveloped parks, recreation programming and park facilities with an emphasis on water conservation strategies and Crime Prevention through Environmental Design.
- An assessment of community demographics and recreation trends to ensure we are delivering quality programs and services equitably across the city.
- The ability to evaluate and prioritize how we utilize our various funding sources such as the Phoenix Parks and Preserve Initiative funds, grants, impact fees and general funds.
- There will be two phases to the master plan process with an 18-month timeline.

Special Project Administrator Felicita Mendoza discussed the community engagement process and engaging community stakeholders, including:

- Use a diverse range of methods to engage the public including in-person and virtual meetings; neighborhood focus groups; workshops; neighborhood events; engagement with youth through schools and community surveys.
- A strong web presence and will also use social media tools for engagement. This will be a stand-alone website.
- Outreach and engagement will be done in English and Spanish.

Board Member Zuercher requested polling be looked into as an option for community outreach.

The discussion continued highlighting the following information.

- Community stakeholders will include non-profit partners such as the Heritage Square Foundation, Chispa Arizona, Keep Phoenix Beautiful and many more.
- We will also engage with neighborhood associations and community leaders across the city.
- Will work with local businesses, schools and churches throughout the process as well.

Quarterly updates will be provided to the Parks Board moving forward.

5. DISCUSSION AND POSSIBLE ACTION

5a. 2023 Camp Colley Summer Update and Approval to Issue a Request for Proposals for an Operator

Deputy Director Jarod Rogers and Contract Specialist Lead Isis Sanchez discussed opening a new RFP process in August 2023 for Camp Colley. They mentioned the first attempt at an RFP was in January 2023 but they did not receive any eligible proposal submittals for operations starting in the summer of 2023. They are hoping by opening the RFP process in August 2023 for 2 months for operations to begin in the summer of 2024, broadening the scope of operations for year-round programming, and more robust advertising that more organizations will be interested in this opportunity. The contract will be for one year with optional two one-year extensions.

Board Member Porter made a motion to approve consent items 3a through 3d. Board Member Viera seconded the motion which passed unanimously, 6-0.

6. CALL TO THE PUBLIC

Chair Dalton opened the floor for public comment.

Jerry Van Gasse discussed how happy he was to see four of the six projects he has been following at completion or almost at completion.

7. BOARD CHAIRPERSONS REPORT

Chair Dalton in August, when the board comes back from summer break, wants to discuss Dot Wilkinson and naming a softball field at Esteban Park after her.

8. BOARD COMMENTS/REQUESTS

No comments

9. DIRECTOR'S BRIEFING

Assistant Director Whitfield discussed the grand opening of two splashpads at El Oso and Mariposa Parks.

Assistant Director Hall discussed PhxTeens Program night out event, Mobile Recreation programming, and PGA's First Tee program. As well as the multiple firework events happening over the next couple of weeks.

10. ADJOURNMENT:

Chair Dalton adjourned the meeting at 5:48 p.m.



To: Parks and Recreation Board

Date: August 31, 2023

From: Cynthia Aguilar, Director

Subject: PROPOSED DEMONSTRATION PROJECT AT RIO SALADO

This report provides the Parks and Recreation Board (Board) with information on plans to conduct a community engagement process to explore the feasibility of installing a temporary demonstration project on a vacant park owned property adjacent to the Rio Salado.

BACKGROUND

The proposed Rio Salado Demonstration Project site is located on a Parks and Recreation-owned one-acre triangular parcel on the southwestern intersection of Central Avenue and the southern bank of the Rio Salado Habitat Restoration Area (Rio Salado). The triangular parcel is located near many local assets, such as the Nina Mason Pulliam Rio Salado Audubon Center to the east and a forthcoming “Pioneer Station” light rail stop on Central Avenue and Rio Salado Drive. The site is 500 feet from the southern bank of the Rio Salado. (Attachment A).

The Demonstration Project site falls under the City’s broader Rio Reimagined initiative. This initiative aims to improve the quality of life for the neighborhoods surrounding the 20-mile ecological corridor of the Rio Salado through habitat restoration and new connections which will provide Phoenix residents safe access to experience the Rio Salado as a cultural and environmentally rich destination.

Through community-led organizing, volunteers have been gathering near the Demonstration Project site to remove invasive plants on a weekly basis since April 2023. Facilitated by Bloomberg Associates, this ongoing environmental stewardship has given rise to residents expressing their enthusiasm for protecting the City’s desert ecology, healing Indigenous history, and envisioning a safe, comfortable, and accessible space that reconnects South Mountain residents to their natural riparian landscape.

The long-term purpose of the Demonstration Project is to test and evaluate different interventions and approaches to creating public gathering spaces along the riverfront. Those which are most successful could be replicated along the 20-mile riparian corridor to bring local communities closer to the river and its habitat.

DISCUSSION

The Demonstration Project site has received wide interdepartmental support. On July 26, 2023, members from various departments such as Parks and Recreation, Planning and Development, Environmental Programs, Heat and Mitigation, Innovation, Arts and Culture, the Mayor's Office and S'edav Va'aki Museum convened to visit the site and to discuss ideas. The discussion was centered on how the various departments can collaborate with the local community to pilot community-led design ideas for amenities such as shade structures, a water station, landscaping and seating, art installations that are created with and for the community and habitat restoration.

The City of Phoenix has identified the one-acre triangular parcel near the Rio Salado as an ideal location for a Demonstration Project to pilot community-led design ideas for shade, seating, art, and habitat restoration.

There is an abundance of advantages to this potential place of pride site for the people of Phoenix, especially because it is near the Rio Salado, Audubon Center, incoming light rail, and adjacent future development. The Demonstration Project has the potential to serve as a gateway to Rio Salado with new connectivity and amenities for people to gather, reflect, and experience nature, local culture, and beauty.

The Department plans to initiate a community engagement effort for the Rio Salado Demonstration Project in partnership with Bloomberg Associates. Parks will engage with the community to identify and convene stakeholders, coordinate and facilitate charrettes and inventory available resources among stakeholders as no funding has been identified for installation of the demonstration project. Other factors, such as environmental stewardship, site planning, design, fabrication and installation will be arranged to complete the Rio Salado Demonstration Project. Regular updates on the progress of the Demonstration Project will be provided to the Board by the Parks Department. Additionally, once a concept has been developed the department will return to the Board for approval.

RECOMMENDATION

This report is for information only.

Prepared by: Jarod Rogers, Deputy Director

Approved by: Tracee Hall, Assistant Director

Attachment A

Proposed Rio Salado Demonstration Project Site





To: Parks and Recreation Board

Date: June 22, 2023

From: Cynthia Aguilar, Director

Subject: PARKS REQUESTS TO VEND IN CITY PARKS

This report requests Parks and Recreation Board approval of requests for vending at upcoming events in City parks.

BACKGROUND

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

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

DISCUSSION

Latino Pride Festival (Heritage Square and Science Park: Sept.16)

The Latino Pride Festival will be held at Heritage Square and Science Park on September 16, 2023. Presented by the Latino Pride Alliance, a volunteer-led 501c3 non-profit, with a goal to respond to the critical need to engage and serve the health and social services needs of the Latino(a) lesbian, bisexual, gay and transgender community. Their mission is to positively activate Latino(a) LGBTQ youth, allies, community leaders and organizations to educate and address issues of family acceptance, bullying, homophobia, xenophobia, family separation, violence, homelessness, high-risk health behaviors and HIV/AIDS. The event will feature live music from international and local performing artists. Eventgoers will be able to experience food from local Latino food vendors, enjoy Latino arts and crafts and access valuable community resource information.

Taste of Japan (Heritage Square and Science Park: Oct. 6-8)

Taste of Japan will bring a variety of favorite foods to one place. Attendees can get a taste of Japan with more than 50 of the best Japanese vendors from Southern California. Everything from traditional Japanese food such as Ramen, Takoyaki and Yakitori to various street foods. Entertainment such as Japanese drummers, martial artists, anime and a chance to experience Japanese Pop Culture will be on the main stage throughout the day. The event will host Yoko Cho Fest "Yoko Cho" is Japanese for "alleyway," where guests can both eat and drink to their heart's content. There will be a full beer & sake experience, an authentic glimpse into Japan's local drinking culture to learn about the arts & culture of Japanese Beer, Sake & Shochu.

Indigenous Peoples' Day Phx Fest (Margaret T. Hance Park: Oct 9)

The annual Indigenous Peoples' Day Phx Fest returns for a second year with the theme of "Indigenize the Valley, city by city, neighborhood by neighborhood." This year's event will span out a few days prior, with community partners from the Heard Museum, Phoenix Art Museum and the Burton Barr Central Library providing specially curated experiences and exhibits in the days leading up to the main festival. The Indigenous Peoples Day Phx Fest will be held for the first time at Margaret T. Hance Park from 10:00 a.m. to 8:00 p.m. on October 9, 2023. It will feature food, a vendor's market, a skateboarding competition and two stages, with cultural and musical performances. Guests will be welcomed by an impressive geodesic dome featuring this year's RISE art installation while celebrating the diverse cultures of Arizona's 22 tribal nations.

Taking Steps Toward the Future (Civic Space Park: Oct.15)

Taking Steps Toward the Future Event at Civic Space Park event on October 15, 2023, brings students from all over Arizona to attend the largest college resource fair for Arizona Students. Event producers of Be A Leader serve underrepresented students, providing resources, support, guidance and tools necessary to complete their educational journeys. The event will be hosted on the same day to correspond with the National Association for College Admission Counseling (NACAC) conference held at the Phoenix Convention Center. This event brings over 200 school representatives from all over the US to gather in one place once a year to help students find out about their schools and how to make it possible to attend. The event ends with a ceremonial walk to the Convention Center.

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

RECOMMENDATION

Staff recommends Board approval of the above requests for event vending at Civic Space Park, Margaret T. Hance Park, and Heritage Square and Science Park.

Prepared by: Alonso Avitia, Deputy Director

Approved by: Martin Whitfield, Assistant Director



To: Parks and Recreation Board

Date: August 31, 2023

From: Cynthia Aguilar, Director

Subject: ANIVIVE LIFESCIENCES INC. DOG WASTE BAG SPONSORSHIP

This report requests Parks and Recreation Board approval to accept and enter into a sponsorship agreement with Anivive Lifesciences Inc., in accordance with Sponsorship Policy 3.11 (**Attachment A**).

BACKGROUND

Anivive Lifesciences Inc. is a pioneering biotechnology company at the forefront of transforming veterinary medicine. Established in 2015, the company has been devoted to advancing animal health and enhancing the lives of companion animals through groundbreaking pharmaceuticals and cutting-edge digital technologies. Guided by their mission, Anivive is dedicated to offering safe, effective and affordable solutions tailored to address the unique healthcare needs of animals, empowering both veterinarians and pet owners alike.

One of Anivive's current projects is their collaboration with the University of Arizona in the development of a Canine Valley Fever Vaccine. Valley Fever, or coccidioidomycosis, poses a significant concern in Arizona, where the disease is endemic. The state's arid climate and soil composition provide ideal conditions for the growth and spread of fungal spores responsible for Valley Fever, leading to a higher incidence of reported cases compared to other regions in the United States.

The Parks and Recreation Department (Department) offers thirteen city wide designated dog parks where dogs can run, exercise, and interact with other dogs in the off-leash activity spaces. The fenced in areas with double gated entrances provide a safe place for dog socialization, an opportunity to boost their physical health, and a welcoming environment for the dog owner communities to interact. The Department's dog parks are highly visited and a sought-after amenity by the community at large. A collective and estimated attendance at all thirteen dog parks is approximately *404,000 people annually (*a 2023 point in time count was conducted to estimate monthly and yearly attendance).

DISCUSSION

In order to help maintain a safe and clean environment, the Department posts park rules and regulations at each of the dog parks to include a primary owner responsibility of cleaning up after their dog(s) to decrease the spread of disease and maintain the area's general cleanliness. Currently, the Department provides designated fabricated dog waste bag dispenser mounted on posts and conveniently placed for the public to access. The dog owner community supports the operation by bringing their own recycled plastic bags to stock and or refill the dog waste bag dispensers.

Anivive Lifesciences approached and proposed a partnership with the City of Phoenix Parks and Recreation Department. This partnership aims to provide community service by offering free dog waste bag stations and bags at all thirteen dog parks as further defined in the Sponsorship Agreement and Schedule (**Attachment B**). The bags will feature a QR code allowing pet owners to sign up for a free dog tag, encouraging them to register their dogs' information. By registering for the dog tag, pet owners will gain access to a wealth of free tips and tricks for caring for their pets and veterinary health updates. This initiative focuses on sharing information and aims to enhance pet owners' knowledge and provide resources that contribute to the well-being of their beloved companions.

The partnership will improve Department consistency and appearance to each of the thirteen dog parks with uniform dog waste dispensers, providing the community a more prominent and established dog park amenity focused on the importance of dog safety and health. Additionally, during the partnership, dog waste bags would be provided reducing the responsibility of the user to bring their own dog waste bags.

Contingent to Board approval, the department will enter into a sponsorship agreement with Anivive Lifesciences Inc., categorized as a Site Sponsorship (Section 4.1.4) which follows the required guidelines and document the rights and responsibilities of both parties. Anivive has requested to partner with the City of Phoenix Parks and Recreation Department and enter into an agreement with the following: To commence a twelve-month pilot program with the option for renewal funding the city's dog waste station by providing dog waste bag stations and bags at the city's dog parks and to collaborate by creating co-branded dog waste bags and tags incorporating the city's logo. The Parks Department must approve all material and products used as well as locations within each park.

RECOMMENDATION

Staff recommends Board approval to accept the Anivive Lifesciences Inc. sponsorship for the City of Phoenix Parks and Recreation Department and approve the Director to execute a Sponsorship Agreement and sign all supporting documentation pursuant to the agreement.

Prepared by: Alonso Avitia, Deputy Director

Approved by: Martin Whitfield, Assistant Director

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

Number 3.11	Sponsorship Policy	Adopted: 2/25/2021
		Revised:

1.0 PURPOSE

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

2.0 BACKGROUND

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

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

3.0 DEFINITIONS

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

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

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

Attachment A

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

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

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

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

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

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

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

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

4.0 SPONSORSHIP CATEGORIES

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

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

Attachment A

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.

Attachment A

SPONSORSHIP AGREEMENT

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

RECITALS

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

IT IS AGREED as follows:

1. TERM

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

2. SPONSORSHIP FEE/PRODUCT

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

3. SPONSORSHIP RIGHTS

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

Attachment A

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

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

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

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

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

6. INDEMNIFICATION

- 6.1 The Sponsorship Fee is a donation to help fund the design and construction of the Sponsored Activity as described in Attachment A, Item 4(a). Sponsor's role is limited strictly to the donation of funds. The City is the owner of the Park, and it or its contractors will be responsible for the design, construction, and maintenance of the Sponsored Activity. The City will indemnify and hold harmless Sponsor from any and all losses, liabilities, claims, actions, fees, and expenses, including those for personal injury, death, negligence, or property damage arising under, out of or in connection with the design, construction, maintenance, or use of the Sponsored Activity.

7. BREACH AND TERMINATION

- 7.1 If either party breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defaulting party within fourteen (14) days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.
- 7.2 The Department may terminate the Agreement immediately if any of the following events occur:

Attachment A

- (a) The Sponsor is wound up or dissolved, becomes insolvent or enters into an agreement with its creditors, or if a receiver, manager or liquidator is appointed in respect of the Sponsor.
- (b) The Sponsor's business operations or the business or activities of any associated company are contrary to any City of Phoenix policy(ies).
- (c) The Department determines that for whatever reason it should no longer use the Sponsorship Fee/Product or be associated with the Sponsor.

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

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

8. NOTICES

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

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

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

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

9. AMENDMENTS TO AGREEMENT

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

10. ASSIGNMENT

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

11. CHARITABLE CONTRIBUTION

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

Attachment A

12. GOVERNING LAW

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

13. ENTIRE AGREEMENT

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

EXECUTED by the parties on the date first written above.

ON BEHALF OF PHOENIX PARKS AND RECREATION BOARD

Parks and Recreation Director

Date

SPONSOR

(insert company name)

Printed Name

Title

Signature

Date

APPROVED AS TO FORM

ATTEST

Acting City Attorney

City Clerk

Attachment A

ATTACHMENT A - SCHEDULE

1. **NAME OF SPONSOR**

(Insert name of company or name of individual.)

2. **ADDRESS OF SPONSOR**

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

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

(Insert brief description.)

4. **DETAILS OF SPONSORSHIP**

(a) Sponsored Activity

(Insert brief description.)

Sponsorship Rationale

(Insert brief description.)

(b) Sponsorship Fee

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

Sponsorship Product

(If goods are being supplied, insert description.)

(c) Term of Sponsorship

(date) to (date)

5. **RIGHTS OF SPONSOR**

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

6. **RECOGNITION OF SPONSOR**

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

Attachment B

SPONSORSHIP AGREEMENT

This Agreement is made on the 24 day of August, 2023, between City of Phoenix Parks and Recreation Board (Board) on behalf of its Parks and Recreation Department (Department) and Anivive Lifesciences Inc. (Sponsor), together the Parties.

RECITALS

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

IT IS AGREED as follows:

1. TERM

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

2. SPONSORSHIP FEE/PRODUCT

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

3. SPONSORSHIP RIGHTS

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

Attachment B

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

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

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

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

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

6. INDEMNIFICATION

- 6.1 The Sponsorship Fee is a donation to help fund the operation, design and construction of the Sponsored Activity as described in Attachment A, Item 4(a). Sponsor's role is limited strictly to the donation of funds and/or Product. The City is the owner of the Park, and it or its contractors will be responsible for the design, construction, and maintenance of the Sponsored Activity. The City will indemnify and hold harmless Sponsor from any and all losses, liabilities, claims, actions, fees, and expenses, including those for personal injury, death, negligence, or property damage arising under, out of or in connection with the design, construction, maintenance, or use of the Sponsored Activity.

7. BREACH AND TERMINATION

- 7.1 If either party breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defaulting party within fourteen (14) days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.
- 7.2 The Department may terminate the Agreement immediately if any of the following events occur:

Attachment B

- (a) The Sponsor is wound up or dissolved, becomes insolvent or enters into an agreement with its creditors, or if a receiver, manager or liquidator is appointed in respect of the Sponsor.
- (b) The Sponsor's business operations or the business or activities of any associated company are contrary to any City of Phoenix policy(ies).
- (c) The Department determines that for whatever reason it should no longer use the Sponsorship Fee/Product or be associated with the Sponsor.

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

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

8. NOTICES

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

Deputy Director Alonso Avitia
Phoenix Parks and Recreation Department
2700 N 15th Avenue
Phoenix, AZ 85007

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

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

9. AMENDMENTS TO AGREEMENT

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

10. ASSIGNMENT

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

11. CHARITABLE CONTRIBUTION

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

Attachment B

12. GOVERNING LAW

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

13. ENTIRE AGREEMENT

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

EXECUTED by the Parties on the date first written above.

ON BEHALF OF PHOENIX PARKS AND RECREATION BOARD

(Cynthia Aguilar)

Parks and Recreation Director

Date

SPONSOR

Anivive Lifesciences Inc.

Printed Name
(Anivive Representative)

Title

Signature

Date _____

APPROVED AS TO FORM

ATTEST

City Attorney

City Clerk

Attachment B

ATTACHMENT A - SCHEDULE

1. NAME OF SPONSOR

Anivive Lifesciences Inc.

2. ADDRESS OF SPONSOR

3777 Worsham Ave., Suite 200, Long Beach, CA 90808

3. DESCRIPTION OF SPONSOR'S BUSINESS ACTIVITIES

Anivive Lifesciences Inc. is a pioneering biotechnology company that is revolutionizing the field of veterinary medicine and advancing the development of a human Valley Fever Vaccine. Founded in 2015, the company is dedicated to advancing animal health and improving the lives of companion animals through innovative pharmaceuticals and digital technologies. Anivive's mission is to provide safe, effective, and affordable solutions that address the unique healthcare needs of animals, empowering veterinarians, and pet owners alike.

4. DETAILS OF SPONSORSHIP

a) Sponsored Activity

This partnership aims to provide valuable community service by offering free dog waste bags at all dog parks in Phoenix. These bags will feature a QR code allowing pet owners to sign up for a free dog tag (City of Phoenix Branded), enabling them to register their dogs' information. By registering for the dog tag, pet owners will gain access to a wealth of free tips and tricks for caring for their pets and veterinary health updates.

Sponsorship Rationale: This initiative focuses on sharing information from community partners and bringing awareness to Valley Fever in dogs. The primary aim is to enhance pet owners' knowledge and provide resources that contribute to the well-being of their beloved companions.

b) Sponsorship Fee

Anivive Lifesciences Inc. to supply dog waste bags at City of Phoenix dog waste stations and replace damaged waste bag stations as required at no cost to the city.

Sponsorship Product: Custom branded dog waste bags will be provided, as well as custom-branded dispenser covers. The design will include the City of Phoenix and the Phoenix Parks and Recreation Department logos. Designs will be sent prior for approval.

c) Term of Sponsorship

Pilot Program: August 25, 2023, to August 23, 2024.
Option to extend with additional Parks Board Approval.

Attachment B

5. RIGHTS OF SPONSOR

- Product (dog bags) to include QR code with sponsor provided public education and dog safety/care.
- Product (dog bags) to include sponsor logo.
- Product (dispenser covers) to include sponsor logo.

6. RECOGNITION OF SPONSOR

- Sponsor logo at City of Phoenix dog park waste bag dispensers and other department dog waste stations.
- Recognized by the Board as a Site Sponsor for dog waste bag dispenser stations.
- Inclusion in all associated press releases sent to local media outlets.



To: Parks and Recreation Board

Date: August, 2023

From: Cynthia Aguilar, Director

Subject: REACCREDITATION OF S'EDAV VA'AKI MUSEUM

This report provides the Parks and Recreation Board (Board) with information regarding the reaccreditation of S'edav Va'aki Museum by the American Alliance of Museums. As part of the process, the Museum must submit a Statement of Support which documents the importance of the museum to their Governing Authority (Board).

BACKGROUND

For more than 50 years, the American Alliance of Museums (AAM) Accreditation Program has been recognized as the gold standard of museum excellence. With its mix of self-assessment, peer review, and public recognition, accreditation helps to ensure the integrity and accessibility of museum collections, reinforce the education and public service roles of museums and promote good governance practices and ethical behavior.

As the museum field's mark of distinction, accreditation offers high profile, peer-based validation of a museum's operations and impact. Accreditation increases a museum's credibility and value to funders, policy makers, community, and peers. Accreditation is a powerful tool to leverage change and helps facilitate loans between institutions.

S'edav Va'aki Museum has been accredited by the AAM since 1998. Reaccreditation was previously required every 10 years, and in 2017, the reaccreditation requirement period was adjusted to every 15 years. S'edav Va'aki was reaccredited in 2008, and with the updated guidelines, the Museum's reaccreditation is now due November 23, 2023. With the reaccreditation change to every 15 years, the next reaccreditation for S'edav Va'aki Museum will be in 2038.

The Core Documents for S'edav Va'aki Museum are reviewed and approved by Parks Department Management. Core Standards for Museums are the umbrella standards for all museums that are developed through inclusive field-wide dialogue. They are not prescriptive or how-to, but rather broad, outcome-oriented statements that are adaptable and expected of museums of all types and sizes. Each museum fulfills the Core Standards in different ways based on its discipline, type, budget, governance structure, and other unique circumstances. Core Standards are issued by AAM, in collaboration with the main discipline-specific museum associations which concur the standards are applicable to

museums of all types and disciplines. The Core Standards are grouped into the following categories:

- Public Trust and Accountability
- Mission & Planning
- Leadership and Organizational Structure
- Collections Stewardship
- Education and Interpretation
- Financial Stability
- Facilities and Risk Management

DISCUSSION

The accreditation process is centered on self-study and peer review and takes 8-16 months to complete. As part of the reaccreditation process, the Museum must submit evidence documenting the importance of the museum to their Governing Authority, which for S'edav Va'aki Museum, is the Parks Board.

Preserving the site and providing public access to this history is an important benefit to the residents of Phoenix and tourists. The Statement of Support from the Board is intended to demonstrate the Board's understanding and of the museum's important benefit. Staff has prepared a Statement of Support, modeled on the statement submitted for reaccreditation in 2008 (Attachment A).

RECOMMENDATION

Staff requests the Parks Board approve the Statement of Support as a component of the S'edav Va'aki Museum reaccreditation process.

Prepared by: Jarod Rogers, Deputy Director

Approved by: Tracee Hall, Assistant Deputy Director

Statement of Support for S'edav Va'aki Museum

Whereas, the mission of the Phoenix Parks and Recreation Department is to build healthy communities through parks, programs and partnerships and makes the City a better place to live, visit and play. The department promotes health, wellness, conservation and social equity by providing everyone with opportunities to improve quality of life through access to local parks, recreation and cultural facilities, sports programming and open spaces.

Whereas, S'edav Va'aki is an archaeological site museum and repository, and it is the mission of the museum to honor the site as a unique community resource through sound preservation practices, engaging educational programs and the thoughtful care and presentation of cultural materials. The museum fosters understanding, appreciation and respect for our shared cultural history for all audiences.

Whereas, The Phoenix Parks and Recreation Department has demonstrated since 1929 that it values and financially supports S'edav Va'aki Museum as an integral part of its organization and is committed to supporting the Museum in fulfilling its mission and public trust responsibilities.

Now Therefore, be it resolved that the Parks and Recreation Board of the City of Phoenix Parks and Recreation Department hereby declares that the S'edav Va'aki Museum shall be regarded as an integral component of the Parks and Recreation Department and that the resources for its operations shall always be made available to the extent permitted by law and financial ability.

Date: _____

Signature: _____

Chair, Parks and Recreation Board



To: Parks and Recreation Board

Date: August 31, 2023

From: Cynthia Aguilar, Parks Director

Subject: REQUEST FOR BOARD CONSIDERATION TO MAKE AN EXCEPTION TO THE PARK NAMING POLICY

This report provides information on a request for Parks and Recreation Board (Board) consideration to make an exception to the Park Naming Policy to name one softball field at Esteban Park the Dot Wilkinson Field.

BACKGROUND

The Parks and Recreation Department received a request from residents who knew Dot Wilkinson to name a softball field after her due to her contributions to the game of softball.

Dorothy Elsie Wilkinson was an All-American softball player from 1933-1965. She was born in South Phoenix, Arizona and began to play softball at the young age of 11 years with the Phoenix Ramblers of the American Softball Association. She led the team to three world championships and is considered the best catcher to ever play softball. Wilkinson was inducted into the National Softball Hall of Fame in 1970 and she was the first woman to be inducted into the Arizona Sports Hall of Fame in 1975. In 1999, she was named eighth in The Republic's list of the greatest Arizona Athletes of the 20th century. Dot was also acknowledged in 2016 with the Arizona Softball Foundation Lifetime Achievement Award. She was known to be a great ambassador for softball and women's sports.

DISCUSSION

The current Park Naming Policy states the board should consider whether the individual whose name is proposed is accepted by the public as being a local, state or national hero who deserves recognition through park naming. The policy also states that a five-year waiting or "grace" period from the time of death of a person whose name is being proposed shall be followed. Dot Wilkinson passed away at 101 years of age on March 18, 2023. Should the Board approve this request the Parks and Recreation Department recommends naming one of the four existing softball fields at Esteban Park to be identified as the softball field as she lived approximately 4.5-miles from the Esteban Park.

RECOMMENDATION

Staff requests Parks and Recreation Board consideration to make an exception to the park naming policy and to name one of the four softball fields at Esteban Park the Dot Wilkinson Field.

Prepared by: Tannia Ruiz, Administrative Assistant II

Approved by: Cynthia Aguilar, Parks and Recreation Director



**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



To: Parks and Recreation Board **Date:** August 31, 2023

From: Cynthia Aguilar, Director

Subject: PHOENIX TRAILS AND HEAT SAFETY PROGRAM UPDATE

This joint annual update report by the Parks and Recreation Department and Phoenix Fire Department provides information gathered to date for summer 2023 Phoenix Trails and Heat Safety Program.

BACKGROUND

The Parks and Recreation Board (Board), per the City Charter Chapter XXII, is the proper authority to take action to close or restrict trail access. Due to concerns for the safety of the public and first responders related to hiking and mountain rescues during extreme temperatures, in 2021 the board initiated a pilot program and then instituted a policy calling for the closure of some hiking trails on extreme heat days.

The Echo Canyon and Cholla Trails at Camelback Mountain and the Piestewa Summit Trail and all associated trails at Phoenix Mountains Preserve are included in the Heat Safety Program because they exhibit all three of the following factors:

- The trails are generally busier than other trails
- The trails are more popular with out-of-town visitors
- The trails are the most difficult to facilitate mountain rescues

The following information highlights key points about the trail closure policy:

- Trails closed from 11 a.m. to 5 p.m. at Camelback Mountain Preserve-Echo Canyon and Cholla Trail, and all associated trails and trailheads at Phoenix Mountains Preserve - Piestewa Peak on Excessive Warning Heat days from May 1, 2023, through Sept. 30, 2023.
- The National Weather Service (NWS) is the official agency for providing temperature forecasts when identifying Excessive Heat Warning days on which trail closures are implemented.
- Information on closures is communicated to the public through published press releases and posting information onsite, online and on social media. Staff also communicates this information as part of the “Take a Hike. Do it Right.” campaign message to local hotels and resorts.

- Staff close parking lot gates, where gates exist, and post signage noting trail closures between 11 a.m. to 5 p.m. to close affected trails. Park Rangers are also visible at busier trailheads.

While trails are restricted at Camelback Mountain and Piestewa Peak, most City of Phoenix trails remain open during Heat Warning events. The chart below identifies areas within the Mountain Preserves and Parks trails that remain open during Heat Warnings:

Park / Preserve Location	Miles of Trails
Deem Hills	13+
Shadow Mountain	2+
Shaw Butte / North Mountain	8+
Papago Park	10
Phoenix Sonoran Preserve	49+
Piestewa Peak	16+
South Mountain Park / Preserve	114+
Lookout Mountain	3+
Total	Over 215 miles

The Pilot Program ran from July 16, 2021, to Sept. 30, 2021, and closed trails from 11 a.m. to 5 p.m. Its duration was 77 days, and during this span, partial trail closures were enacted on eight of the 77 days.

The second season of the Trails and Heat Safety Program ran from May 1, 2022, through Sept. 30, 2022, for a duration of 153 days. There were 18 National Weather Service issued Heat Warning Days and, therefore, 18 resulting trail closure days. Trail restrictions were enacted at Echo Canyon-Camelback Mountain and the Piestewa Summit Trail and all associated trails from 11 a.m. to 5 p.m. There were 135 days that were not affected by closures during the program span.

Trail counter data also demonstrates how people access the trails just prior to the trail closure time on a heat warning day. This can lead to rescues during the trail closures which may have been avoided if the trail restrictions were put into effect earlier in the day.

The Phoenix Fire Department conducts a great number of mountain rescues each year. When temperatures are extreme, a mountain rescue which started due to a particular type of medical emergency (e.g., sprained ankle, leg injury, etc.) may also result in a heat-related emergency due to the amount of time necessary to complete the rescue. Most mountain rescues occur during the midday hours, and mountain rescues in extreme temperatures regularly result in heat-related emergencies for patients and firefighters.

Strenuous physical activities in high temperatures during long and even short durations can cause heat stroke, heart attack and/or arrhythmias, and neurological, circulatory and respiratory issues. For first responders, the risk is further elevated as they are required to wear 40 pounds of emergency medical equipment, personal protective equipment and communication equipment.

In 2022, Phoenix Fire staff indicated interest in further refining the Trails and Heat Safety Program to improve the safety of both trail users and first responders. Fire staff recommended continuing trail restrictions as previously outlined but with the following two adjustments: (1) initiate a closure on any day the National Weather Service issues an Excessive Heat Warning at Echo Canyon and Cholla Trail at Camelback Mountain Preserve and at the Piestewa Peak Summit Trail and associated trails at the Phoenix Mountains Preserve and (2) begin the closures two hours earlier so closures would be in effect from 9 a.m. to 5 p.m.

Direction received from the Parks and Recreation Board at the October 27, 2022, meeting requested Parks and Recreation staff to collaborate with Phoenix Fire staff and engage the public to provide feedback on the recommended changes. These engagement efforts included posting information about the potential changes on the City's website and social media and distributing a community survey to gather feedback on these proposed changes. Information about and on how to access the survey was posted on the City's website, on social media and at trailheads.

Parks and Recreation staff distributed a survey to allow community members and trail users to share their input and feedback about the recommended changes. Survey information was posted on signage at the trailheads of affected trails with a QR code linking to the survey, and the survey link was also distributed to the 'Hiking & Heat Updates' electronic mailing list. The survey opened for responses on Dec. 21, 2022, and closed Jan. 31, 2023.

A total of 535 people responded to the survey. The following breakdown is provided as a summary of the responses.

Question 1: Do you support the idea of closing the affected trails (Piestewa Peak Summit, Camelback Cholla and Echo Canyon) two hours earlier so closures would now be in effect from 9 a.m. to 5 p.m. instead of from 11 a.m. to 5 p.m.? Why or why not?

All respondents

- Yes – 54.5% (292 respondents)
- No – 40.9% (219 respondents)
- Unclear / undecided – 4.5% (24 respondents)

Phoenix residents

- Yes – 59.0% (151 respondents)
- No – 35.9% (92 respondents)
- Unclear / undecided – 5.1% (13 respondents)

Question 2: Are you in favor of initiating a closure on any day the National Weather Service issues an Excessive Heat Warning at Echo Canyon and Cholla Trail at Camelback Mountain Preserve, and at the Piestewa Peak Summit Trail and associated trails at the Phoenix Mountains Preserve? This change would make this a year-round program. Why or why not?

All respondents

- Yes – 56.3% (301 respondents)
- No – 40.2% (215 respondents)

- Unclear / undecided – 3.4% (19 respondents)

Phoenix residents

- Yes – 63.3% (162 respondents)
- No – 33.6% (86 respondents)
- Unclear / undecided – 3.1% (8 respondents)

As shown above, more respondents were in support of both potential adjustments to the policy when sorted by all respondents and only Phoenix residents.

DISCUSSION

The Parks and Recreation Department continues to prioritize safety on Phoenix trails. These efforts include the “Take a Hike. Do it Right.” campaign, which incorporates improved and consistent safety messaging posted onsite at the summit trailheads, on the department’s website and shared via news media coverage and social media. Additionally, the department communicates with surrounding resorts about Heat Warning Days to support safety messaging to visiting guests who are not as familiar with the hiking environment in Phoenix. Park Rangers deploy to busier trailhead access points to increase visibility and perform education and outreach, reminding potential hikers of the heat risk and provide safety tips and water if needed. The department also continues to enforce the ‘no dogs on trails when the temperature reaches 100 degrees’ policy.

This year, the month of July was the hottest recorded to date with 30 consecutive days of Heat Warnings and subsequent trail closures. To date, there have been 36 Heat Warning closures for the period from May 1 – August 21, 2023, and 40 additional days with temperatures over 100 degrees. The extreme heat caused additional challenges for first responders when conducting mountain rescues this summer. Per the National Weather Service, 2023 is an exceptionally hot year and the number of 110-degree days are projected to become less exceptional, and closer to the normal, in the coming decades.

For the years 2020 to 2023 (ongoing), the number of rescues during the program period of May 1 – Sept. 30 at the closed locations were as follows:

2020 – 42 rescues

2021 – 57 rescues

2022 – 47 rescues

2023 – 22 rescues through 8/21/23

Fire rescues have also involved dogs on trails when the temperature was 100 degrees or above. Unfortunately, dogs have perished prior to rescuers making contact because dogs do not sweat, rather they exchange heat through panting and to a minor degree, through their feet pads. Causes of heat emergencies in dogs can be brought on by strenuous exercise in hot, humid weather; elevated temperatures from atmospheric temperatures and hot surface contact; and natural rock surfaces can radiate very high temps with a 90-degree atmospheric temperature having a potential surface temperature of 135 degrees. This summer, two dogs perished within days of each other on Phoenix Trails when temperatures exceeded 100 degrees. The Parks Department will be working with local animal welfare agencies to evaluate the department’s current

policy which prohibits dogs on trails where allowed, when temperatures reach 100 degrees.

RECOMMENDATION

The Phoenix Fire Department recommends modifying the current hiking and heat safety policy to include initiating a closure on any day during the year when the National Weather Service issues an Excessive Heat Warning at Echo Canyon and Cholla Trail at Camelback Mountain Preserve and at the Piestewa Peak Summit Trail and associated trails at the Phoenix Mountains Preserve, and implement the closures from 9 a.m. to 5 p.m.

The Phoenix Parks and Recreation Department are in support of the hiking and heat safety program modification request.

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