

CITY COUNCIL REPORT



Meeting Date: May 19, 2026
 General Plan Element: ***Open Space, Conservation & Recreation***
 General Plan Goal: ***Provide opportunities for people to experience and enjoy the Sonoran Desert and mountains, while balancing public access and preservation needs***

ACTION

Agreement with Friends of Pinnacle Peak Park. Adopt Resolution No. 13659 approving Contract No. 2026-064-COS with the Friends of Pinnacle Peak Park, formalizing the on-going partnership to support environmental education, volunteer programming, and visitor services at Pinnacle Peak Park.

BACKGROUND

The City has maintained a successful partnership with the Friends of Pinnacle Peak Park (FOPPP) for more than 15 years. FOPPP is an Arizona nonprofit established to support, enhance, and help preserve the natural character of Pinnacle Peak Park. The organization raises funds that expand the Park's ability to deliver high quality educational programming and community engagement.

FOPPP's contributions include guided interpretive hikes, Sunset and Full Moon hikes, astronomy talks, wildlife education programs, and signature community events such as Jingle Hike, EEK! At the Peak and Explore More Days. Their work meaningfully enhances the visitor experience and supports the Park's mission of environmental stewardship.

In 2025, FOPPP's 66 volunteers contributed 6,429 volunteer hours of service, representing an estimated \$1.9M in value to the City. Their volunteer and programmatic support included:

- Impact on over 250,000 visitors
- Supporting 42 educational and community events
- Engaging over 3,000 visitors at nature stations
- Awarding approx. 600 Junior Ranger badges
- Contributing over 20 Adopt-a-Road volunteer hours
- Organizing an annual Volunteer Recognition luncheon

FOPPP raised \$29,082 in 2025 through donations and sales of calendars, apparel, and butterfly guides. These funds directly support park improvements, educational initiatives, and community programming that otherwise would require City resources.

ANALYSIS & ASSESSMENT

FOPPP fundraising, volunteer engagement, and educational services support provide operational and financial benefits to the City, allowing Pinnacle Peak Park to offer programs, visitor services, and educational experiences. Through FOPPP, Pinnacle Peak Park receives funds that directly benefit environmental and educational programs, train and recognize volunteers and develop and maintain facilities and trails. The FOPPP also provide critical educational programming, including a seasonal informational newsletter and a web site. This support alleviates funding pressure on the General Fund and ensures that these valued and impactful activities can continue at this highly visited site in the City.

The proposed five-year Agreement, reviewed by City Attorney's Office and Risk Management, formalizes FOPPP's role in assisting the City to preserve, improve, and enhance Pinnacle Peak Park. FOPPP will continue to raise funds to support educational programming related to the Sonoran Desert, develop and distribute informational materials including their newsletter, assist with volunteer training and recognition, and fund programs that enhance the Park's recreational and educational opportunities.

In the past, these agreements were administratively carried out. Given the multi-year nature of the contract, even though no City funds are exchanged, City staff seeks Council approval to execute the agreement.

RESOURCE IMPACTS

Staffing, Workload Impact

The Natural Resources Supervisor at Pinnacle Peak Park will continue to coordinate with FOPPP on programming, events and volunteer activities. This collaboration is already well integrated into the team's workflow and requires no additional staffing or resources.

Maintenance Requirements

None.

Financial Impact

No City funds are exchanged under this Agreement. All FOPPP-generated funds directly support Pinnacle Peak Park programs and improvements.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

City Council Report | Friends of Pinnacle Peak Park Agreement

Adopt Resolution No. 13659 approving the Agreement with Friends of Pinnacle Peak Park and authorizing the Preserve Director or designee to take necessary actions to carry out the intent of this Resolution.

RESPONSIBLE DEPARTMENT(S)

Preserve Department

STAFF CONTACT(S)

Jenna Kohl, Preserve Director, JKohl@ScottsdaleAZ.gov

Katie Anders, Natural Resources Supervisor, KAnders@scottsdaleaz.gov

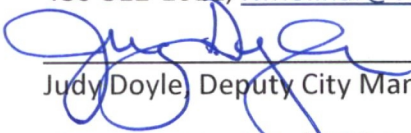
APPROVED BY



Nick Molinari, Senior Director of Parks & Recreation and Preserve Date

4/30/26

480-312-1011, NMolinar@ScottsdaleAZ.gov



Judy Doyle, Deputy City Manager

5.1.2026

480-312-2691, JDoyle@ScottsdaleAZ.gov



Greg Caton, City Manager

5/1/2026

480-312-7759, GCaton@ScottsdaleAZ.gov

ATTACHMENTS

- 1. Resolution No. 13659
- 2. Contract No. 2026-064-COS Agreement with Friends of Pinnacle Peak Park

RESOLUTION NO. 13659

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO CONTRACT NO. 2026-064-COS WITH THE FRIENDS OF PINNACLE PEAK PARK TO WORK COOPERATIVELY TO PROTECT, PRESERVE, AND ENHANCE PINNACLE PEAK PARK.

WHEREAS, the City of Scottsdale (the "City") owns and maintains Pinnacle Peak Park ("Park"), located at 26802 North 102nd Way, which includes a trailhead, public trail, parking, and related facilities;

WHEREAS, the Park provides recreational and educational opportunities, including hiking, horseback riding, rock climbing, and programs highlighting the flora and fauna of the Sonoran Desert;

WHEREAS, the Friends of Pinnacle Peak Park ("Friends") is an Arizona non-profit corporation organized to support the preservation and enhancement of the Park;

WHEREAS, the Friends desire to assist the City by supporting educational programs and materials, volunteer training, informational outreach, and other mutually agreed-upon activities;

WHEREAS, the City values the Friends' mission and finds continued cooperative efforts to be in the best interests of the public; and

WHEREAS, the City and the Friends have previously worked together to protect, preserve, and enhance the Park and wish to continue these efforts through Contract No. 2026-064-COS;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City, Contract No. 2026-064-COS, an Agreement between the City and the Friends of Pinnacle Peak Park, pursuant to which the Parties will work cooperatively and collaboratively to protect, preserve, and enhance Pinnacle Peak Park and the recreational and education opportunities it affords, and to undertake mutually agreed-upon projects and activities consistent with this Agreement.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this ____ day of May, 2026.

CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Ben Lane, City Clerk

Lisa Borowsky, Mayor

APPROVED AS TO FORM:

Luis E. Santaella, Interim City Attorney
By: Jennifer Fernandez, Assistant City Attorney

AGREEMENT

This agreement ("Agreement") is made and entered into this ____ day of _____ 202_, by and between the City of Scottsdale, an Arizona municipal corporation ("City") and the Friends of Pinnacle Peak Park, an Arizona non-profit corporation ("Friends"). The City and the Friends will be referred to collectively in this Agreement as the "Parties."

RECITALS

A. The City owns and maintains Pinnacle Peak Park ("Park"), located at 26802 North 102nd Way, Scottsdale, Arizona 85262. The Park includes a trailhead, a public trail, public parking and related facilities.

B. The Park is used for hiking, horseback riding, rock climbing, and educational programming, and it affords excellent examples of the flora, fauna and wildlife of the Sonoran Desert.

C. The Friends of Pinnacle Peak Park is an Arizona non-profit corporation, organized under the laws of the State of Arizona for the purpose of assisting in assuring the perpetuation of the character of and enhancing the Park.

D. The Friends wish to assist the City in efforts to preserve, improve and enhance the Park and the recreational and educational opportunities it affords, by supporting educational programs and developing educational materials relating to the nature and fragility of the Sonoran Desert, enhancing training opportunities for Park volunteers, producing and distributing informational materials to the public, and engaging in other appropriate projects and activities.

E. The City appreciates the goals of the Friends in relation to the Park, and the Parties believe that working collaboratively and cooperatively in these regards is in their mutual best interests and those of the public.

F. The Parties have had agreements in the past to work cooperatively and collaboratively to protect, preserve and enhance the Park. The Parties also have supported the recreational and educational opportunities that are offered to the public and wish to continue their efforts in these regards.

NOW, THEREFORE, for and in consideration of the foregoing, the covenants and promises contained below and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. Recitals. The foregoing recitals are incorporated into this Agreement by this reference.
2. Purpose. The City and the Friends agree to work cooperatively and collaboratively to protect, preserve and enhance the Park and the recreational and educational opportunities it affords the public.

3. Projects.

3.1. Within thirty (30) days of the effective date of this Agreement, and from time to time thereafter, the Parties will meet to discuss possible projects and activities ("Projects") that may be undertaken to further the purposes of this Agreement, as stated in Section 2.0 above.

3.2. All Projects shall be subject to mutual agreement of the Parties. The undertaking and execution of any and all Projects shall be subject to being coordinated with the City Contract Administrator (as defined in Section 8.7) to ensure that they do not interfere with other activities being conducted at the Park.

4. Term. The term of this Agreement shall be for a period of five (5) years, commencing on May _____, 202_ and ending on May _____, 202_, unless sooner terminated or cancelled by either party as set forth below.

5. Indemnification and Insurance.

5.1. Indemnification. To the fullest extent permitted by law, Friends shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against any and all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, related to, arising from or out of, or resulting from any acts, errors, mistakes or omissions or negligent, reckless, or intentional actions caused in whole or in part by Friends performing work or its obligations under this Agreement, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Friends' or subcontractor's agents or employees. The above defense, indemnity and hold harmless obligations do not apply to claims resulting from the sole negligence of the City.

5.1.1. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

5.2. Required insurance coverage. Friends must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. City of Scottsdale shall be named as an Additional Insured. The policy shall waive rights of recovery against City of Scottsdale and its agents.

5.3. Evidence of Insurance.

5.3.1. General. Friends must comply with all applicable City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Friends, Friends must purchase and maintain, at its own expense, below stipulated minimum insurance with insurance companies

duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the City. Failure to maintain insurance as specified may result in termination of this Agreement at the City's option. Friends shall cause all insurance policies to be in force prior to commencing any activity on City property.

- 5.3.2. Additional Insured and Waiver of Subrogation. All liability coverage policies except workers' compensation must include the City as an additional insured. Friends shall cause coverage for Additional Insureds to be incorporated into each insurance policy by proper endorsement. All policies, including workers' compensation, shall waive transfer rights of recovery (subrogation) against the City.
- 5.3.3. No Representation of Coverage Adequacy. By requiring insurance in this Agreement, the City does not represent that coverage and limits will be adequate to protect Friends. The City is entitled to review the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Agreement or failure to identify any insurance deficiency will not relieve Friends from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 5.3.4. Coverage Term. Friends must maintain all insurance required by this Agreement in full force and effect until all work or services required to be performed under this Agreement are satisfactorily performed, completed, and formally accepted by the City, unless specified otherwise in this Agreement.
- 5.3.5. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage must extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the work or services as evidenced by submission of annual certificates of insurance citing applicable coverage is in force and containing the required provisions for the three-year period.
- 5.3.6. Policy Deductibles and Self-insured Retentions. The policies may provide coverage that contains deductibles or self-insured retention amounts. The deductibles or self-insured retention must not be applicable with respect to the policy limits provided to the City. Friends is solely responsible for any deductible or self-insured retention amount. The City, at its option, may require Friends to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

- 5.3.7. Use of Subcontractors, Vendors. If any work under this Agreement is subcontracted in any way or if outside vendors are used, Friends must execute written agreements with its subcontractors and vendors containing the same indemnification provisions and insurance representations and requirements as stated in this Agreement protecting the City, School Districts, and Friends. Friends is responsible for executing the agreement with its subcontractors and vendors and obtaining certificates of insurance verifying the insurance requirements.
- 5.3.8. Cancellation and Expiration Notice. If Friends receives notice that any of the required policies of insurance are materially reduced or cancelled, Friends must notify the City promptly but in no event more than ten days from receiving the notice, unless the coverage is immediately replaced with similar policies.
- 5.3.9. Insurance Certificates. Friends shall evidence all insurance by furnishing to City certificates of insurance and their applicable endorsements annually and with each change in insurance coverage. Certificates and endorsements must evidence that the policy described by the certificate is in full force and effect and that the policy satisfies each requirement of this Agreement applicable to the policy. For example, certificates must evidence that City and the other Additional Insureds are included as additional insureds and that insurance proceeds will be paid as required by this Agreement. Certificates must be in a form acceptable to City. All certificates are in addition to the actual policies and endorsements required. Friends shall provide updated certificates at City's request.

6. Termination; Cancellation.

6.1. Either party shall have the right to terminate this Agreement with or without cause, upon giving the other Party at least one (1) year's notice or less than one (1) year's notice by mutual consent of the Parties. Notice of intent to terminate shall be given as provided in Section 7.0 below.

6.2. The City reserves the right to cancel this Agreement immediately, or to cancel or disallow any activity undertaken pursuant to the Agreement, if the City, in its sole discretion, determines that such activity, or the continuance of this Agreement, is detrimental to the health, safety or welfare of the City, its citizens or others.

6.3. To the extent this Agreement requires the City to provide any funds for the performance of its obligations, this Agreement is subject to cancellation if any fiscal year funds are not appropriated for the performance of this Agreement.

6.4. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

7. Notices. Notices, permissions or consents required or permitted to be given pursuant to this Agreement shall be given in writing and either personally served upon the other party or mailed by registered or certified mail, return receipt requested, postage prepaid addressed to:

If to City: City of Scottsdale
4201 N Hayden Road, Scottsdale, Arizona 85251
ATTN: Preserve Director

Copy to: City of Scottsdale
3939 North Drinkwater Boulevard Scottsdale,
Arizona 85251
ATTN: City Attorney

If to Friends: The Friends of Pinnacle Peak Park
PMB 288
8711 Pinnacle Peak Road
Scottsdale, Arizona 85255 ATTN: President

or to such other street address within Maricopa County, Arizona as may be designated by the respective parties, in writing, from time to time. In the event of service by mail, as indicated above, notice shall be deemed received as of the date shown on the postal receipt, or in the event that it is refused, undelivered or undeliverable, seven (7) days from the date of mailing.

8. Miscellaneous.

8.1. Paragraph headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.

8.2. Attorneys' fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court, sitting without jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.3. No third-party beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement.

8.4. Integration. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the Park.

8.5. Further assurances. The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as either party may reasonably require to consummate, evidence, confirm or carry out the Agreement contained herein.

8.6. Ownership of Work Product and Contributions. All tangible and intangible materials, including but not limited to physical items (such as animal pelts, promotional items, and giveaways), educational content, creative works, and any intellectual property developed, created, donated, or otherwise provided by Friends to the City in connection with this Agreement (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Friends hereby irrevocably assigns, transfers, and conveys to the City all right, title, and interest

in and to such Work Product, including all associated intellectual property rights. To the extent any such rights cannot be assigned under applicable law, Friends agrees to grant the City an exclusive, perpetual, royalty-free, worldwide license to use, reproduce, display, distribute, and create derivative works from the Work Product for any purpose consistent with the City's mission.

8.7. Friends agent. The agent for the Friends ("Agent"), who will be responsible for communicating and coordinating with the City Contract Administrator on matters relating to the Agreement is, at the time of the execution of this Agreement, the President of Friends, whose address is shown in Section 7.0. The Friends will notify the City Contract Administrator, in writing, in the event that it designates an Agent in place of the President. Any such notice shall be given prior to the change in the designation of the Agent. This Section 8.7 shall apply to any change in the designation of the Agent by Friends.

8.8. Contract administrator. The contract administrator ("Contract Administrator") for the City shall be the Pinnacle Peak Park Natural Resources Coordinator or designee. The Contract Administrator shall be the City's liaison with the Friends.

8.9. Non-assignability. This Agreement is not assignable by either Party.

8.10. Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted. In accordance with the provisions of A.R.S. § 41-194.01, should the Attorney General give notice to the City that any provisions of this Agreement violates state law or the Arizona Constitution, or that it may violate a state statute or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from the Agreement, and the City and Friends shall, within ten (10) calendar days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s). If the Parties are unable to negotiate a resolution to any issues related to the severed provision(s), the City may terminate this Agreement immediately.

8.11. Compliance with law. Friends shall perform its obligations under this Agreement in accordance with all federal, state, county and local laws, ordinances, regulations or other rules or policies as are now in effect or as may hereafter be adopted or amended.

8.12. Arizona Legal Workers Act. To the extent applicable under the provisions of A.R.S. § 41-4401, Friends warrants to the City that Friends and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that Friends and all its subcontractors now comply with the E-Verify Program under A.R.S. § 23-214(A).

A breach of this warranty by Friends or any of its subcontractors will be considered a material breach of this Agreement and may subject Friends or subcontractor to penalties up to and including termination of this Agreement or any subcontract. Friends will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. Friends' failure to assure compliance by all its subcontractors with the E-Verify Program may be considered a material breach of this Agreement by the City.

The City retains the legal right to inspect the papers of any employee of Friends or any subcontractor who works on this Agreement to ensure that Friends or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of Friends and any of its subcontractors to ensure compliance with this warranty. Friends agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

8.13. Boycott of Israel. To the extent applicable, Friends certifies that it is not currently engaged in, and for the duration of this Agreement agrees not to engage in, boycott activities as proscribed by A.R.S. §§ 35-393 *et seq.*

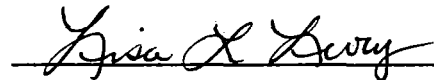
8.14. Forced Labor of Ethnic Uyghurs. To the extent applicable, by executing this Agreement, Friends certifies that it does not currently, and agrees for the duration of this Agreement that it will not, use (i) forced labor of ethnic Uyghurs in the People's Republic of China, (ii) any goods or services produced by said forced labor, or (iii) any contractors, subcontractors, or suppliers that use said forced labor or any goods or services produced by said forced labor, as defined and required in A.R.S. § 35-394. Pursuant to that statute, Friends agrees that if it becomes aware that it is not in compliance with this certification during the term of this Agreement, that it shall comply with the notice and remedy provisions of A.R.S. § 35-394 or this Agreement may terminate.

8.15. Survival of liability. All obligations of Friends hereunder and all warranties and indemnities of Friends hereunder shall survive termination of this Agreement for any reason.

8.16. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed original hereof.

IN WITNESS WHEREOF, City and Friends have executed this Agreement as of the date first written above.

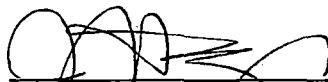
FRIENDS OF PINNACLE PEAK PARK,
an Arizona non-profit organization


_____ [signature]

By its President, Lisa L. Levey [print name]

CITY OF SCOTTSDALE, an
Arizona municipal corporation
By its Mayor, Lisa Borowsky

APPROVED AS TO FORM:



Luis E. Santaella, Interim City Attorney
By: Jennifer Fernandez, Assistant City Attorney