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**AGENDA  
WORK SESSION  
MAYOR AND COUNCIL  
COUNCIL CHAMBERS · 473 S. Main Street, Room #106  
WEDNESDAY, FEBRUARY 20, 2013  
5:30 P.M.**

*Note: Council member(s) may attend Council Sessions either in person or by telephone, video, or internet conferencing.*

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Discussion, consideration and possible direction to staff regarding possible five-year agreement with Arizona State Parks pertaining to Fort Verde State Historic Park. Staff Resource: Russ Martin**
5. **Adjournment**

Posted by: *O. Jones*

Date/Time: *2-14-2013* *9:30 a.m.*

*Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.*

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk.

## Russ Martin

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**From:** Russ Martin  
**Sent:** Thursday, February 14, 2013 8:47 AM  
**To:** 'sstubler@azstateparks.gov'  
**Cc:** rknotts@azstateparks.gov; Raymond Warriner (rwarriner@azstateparks.gov); Jay P Ream (jream@azstateparks.gov)  
**Subject:** Ft. Verde Agreement

Sheila/Rick/Ray/Jay,

I have done a lot of thinking, and reviewing the state park agreement and have placed it in front of Town Council for a Work Session next Wednesday night. I appreciate what we have accomplished and I think there are a few changes we probably still would like to make.

A couple of key issues I have still that I believe a little more detail should be described or understood.

- Financial commitment? What are other parks doing, it appears that State Parks is doing better and is relatively whole, do you still need a financial partner? Keep in mind we still would like to be a partner in operations/maintenance instead of paying for a state park employee beyond the Manager.
- Events? Special or not? What is our opportunity herein to have a "Fourth Friday/Heritage" type special event say on an open day/time say a Saturday afternoon? What would we be required to do? It appears we only are allowed off hour events.
- Why is only Ft. Verde Days free? And not so much that event as why for the next five years we can only partner with the Pecan and Wine Festival for reduced/partnered event opportunities? This seems like an opportunity to partner on others as well, could we add language that allows for similar events to occur in a similar way beyond the PW Festival?
- What would happen if we wanted to take over the "bookstore" and run the visitor center or a portion of it from the Administration Building. Are we barred from this consideration because we have not opened this opportunity beyond just an evaluation, could that evaluation include taking on the bookstore?
- 700 hours is attributed in here and I don't believe we kept track of hours last year directly. My concern is how those hours are seen by ASP and what if like a new car if it is running well why would we need to commit those hours. Need based cooperative arrangement is what is our goal, I believe that initially ASP believe we were to be "included" in the schedule to get our 700 hours and based on staff input there are times when more is necessary and times when much less is necessary, we want to help, not necessarily be expected to fulfill a primary role. Which is leads to my final detail, what is meant by being at the Event. We have Town-wide/Downtown events, someone is always available from the Town staff at a moment's notice but having to place a staff person at the Fort during the event beyond a volunteer or otherwise is often too much. We are responsible for whatever happens at the Fort during these events is it not possible to have an "authorized" representative, or must a Town staff person be directly on site.

Finally, I am sorry for the delay, much of where we are headed with our Economic Development has been delayed the last couple of months and I am finally with an Economic Development Director that can assist me and the Town with this endeavor. You have asked for a 5 year arrangement, I plan on being here throughout it and just want to make sure we address everything possible to avoid confusion or misunderstandings and frankly give this arrangement even better possibilities to succeed.



Arizona State Parks  
1300 W. Washington  
Phoenix, AZ 85007

## INTERGOVERNMENTAL AGREEMENT

Between  
Arizona State Parks Board  
And  
Town of Camp Verde

ASP No.: PR13-042

TOWN Ref No.

Re: Ft. Verde State Historic Park  
Contribution Management

ASP Issued: 12/11/12 Page 1 to 11

### 1. PARTIES TO THIS AGREEMENT

A. This Intergovernmental Agreement, herein referred to as an "AGREEMENT" is made and entered into between the following PARTIES:

1. Arizona State Parks, acting for and on behalf of Arizona State Parks Board, hereafter referred to as "ASP",
2. Town of Camp Verde, hereinafter referred to as "TOWN", and
3. Individually these entities shall be identified as "PARTY" and together as "PARTIES".

### 2. AUTHORITY

A. General:

A.R.S. § 11-952 authorizes public agencies to enter into Intergovernmental Agreements for the joint exercise of common powers.

B. Specific:

1. Arizona State Parks Board authorities:
  - a. A.R.S. §41-511.04(A)(1) and (7) including the acquisition, planning, administration, management and development of state historic sites and a historic preservation program.
  - b. A.R.S. §§41-511.04(A)(6), 41-511.05(2), and 41-511.10 pursuant to its powers enumerated.
2. Town of Camp Verde authorities:
  - a. A.R.S. §§9-494(A), 11-931, 11-932, and 11-933; and Town Resolution 2011-848 to pursuant to its powers enumerated, establish and maintain public parks.

### 3. PURPOSE

ASP recognizes the importance of keeping Fort Verde State Historic Park (PARK), which is owned and operated by ASP and shown in **Exhibit "A"**, open to the public, but recognizes that the current budget deficits of the State of Arizona make it difficult for ASP to commit adequate funds to operate the PARK. The TOWN is willing to augment the operation and maintenance responsibility of the PARK until ASP is able to improve its financial resources and capable of fully funding the operation and maintenance of the PARK.

### 4. RESPONSIBILITIES

A. ASP shall:

1. Operations. Operate the PARK and open it to the public a minimum of five days a week during the duration of the Agreement
2. Staffing.
  - a. Provide and fund one Park Manager I to work at the PARK during the term of this Agreement.
  - b. Provide one Park Ranger Specialist (2080 hours) to work at the PARK during the term of this Agreement utilizing PARK generated revenues.
3. Maintenance. Maintain and repair the PARK to the best of its ability. Maintenance is defined as, "those activities necessary to keep a facility in good working order and professional in appearance." Any PARK generated revenues in excess of the cost of the Park Ranger Specialist will be used to offset ASP's costs to maintain and repair the PARK, or to enhance PARK operations.



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4. Funds for Capital Improvements. If funds are available, contribute for capital improvement projects on the PARK.
5. Contributions. Accept an annual contribution of \$32,000, (i.e., \$8,000 quarterly – July 15<sup>th</sup>, October 15<sup>th</sup>, January 15<sup>th</sup> and April 15<sup>th</sup>), to be used to pay for park operating costs. Any unused contributions will credited toward and reduce subsequent year's annual contribution amount.
6. Other Contributions. At their discretion, accept other available funds or in-kind contributions for the operation or capital improvement of the PARK. Any remaining contribution funds will be used to offset other operating expenses or to help pay for capital improvement costs for the PARK.
7. Meet with the TOWN on a quarterly basis to provide updates on PARK operations and review issues of concern.
8. Volunteer Training. ASP staff shall conduct training programs for volunteers covering topics in Section 7.(A) and 8.(B) below.
9. Fees Collected. Ft. Verde Days shall be fee-free days, and ASP shall allow a discount from the full admission fee to the PARK for the Pecan and Wine Festival when combined in a "package purchase" for both events.
10. Work with the TOWN to evaluate using the Headquarters building to provide a visitor center experience at the PARK.
11. Work to create opportunities for the TOWN to increase its Special Events at the PARK during normal operating hours.

B. TOWN shall:

1. Contribute \$32,000 annually to help pay for PARK operating costs. Contributions will be made quarterly, i.e., July 15<sup>th</sup>, October 15<sup>th</sup>, January 15<sup>th</sup> and April 15<sup>th</sup>.
2. Provide and schedule TOWN employees to work at the PARK for at least 700 hours during the term of this Agreement. The duties and responsibilities of the TOWN employees will be similar to those of a Ranger Specialist. TOWN employees will serve on an as-needed basis to fill in when volunteers and/or Ranger Specialist is not available or staff is short-handed. The 700 hours of Town employee staff time includes, but is not limited to, maintenance assistance and attendance at all required staff training.
3. Provide a sufficient number of volunteers to supplement PARK staff to operate the PARK safely and efficiently.
4. Assume responsibility for the operation of the area known as the Parade Grounds for special events that benefit the PARK and its partnership with the TOWN, during times when the PARK is closed (off hours): when such use will not interfere with park operations or with scheduled PARK special events. At all times during TOWN special events, at least one TOWN staff person or trained volunteer shall be in attendance.
5. Keep the PARK free from any liens arising out of any work performed, materials furnished or obligations incurred by the TOWN.
6. Have the ability to negotiate with ASP for additional special events that allow the TOWN use of the buildings (e.g., administration building and officers' quarters) and grounds. Some examples of the special events may include Chamber mixers, candlelight tours, etc. These events shall be coordinated with the PARK and Park Manager and scheduled during times when the PARK is closed (off hours); when such use will not interfere with PARK operations or with scheduled



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PARK events. The TOWN shall be responsible for the use of the buildings, making sure the buildings are locked and secured. Any repairs that may arise from such unforeseen damages that occur during the special events or cleanup from special events shall be the responsibility of the TOWN. TOWN staff or a trained volunteer shall be continuously in attendance at all such events.

7. Assume responsibility for any increased costs due to changes in the PARK operating schedule.
8. Provide contributions, if funds are available, for capital improvement projects agreed upon with ASP.

### 5. FINANCE

- A. Each PARTY assumes the salary and other administrative costs which are attributable to its own employees and volunteers and who perform duties under this Agreement.
- B. Nothing herein shall be construed as obligating either PARTY to expend funds in excess of appropriations authorized by law and administratively allocated to this program as set forth in this Agreement.

6. **CAPITAL IMPROVEMENTS:** The TOWN and ASP recognize that some of the facilities in the PARK are in need of repair and replacement. The TOWN and ASP will agree upon a list of needed capital projects for the PARK (on PARK grounds), and it will be attached as Exhibit B in a forthcoming amendment signed by both Parties.

#### A. ASP Coordination/Cooperation in Capital Improvements Projects:

1. All capital project development activity on the PARK shall be contracted and procured by ASP in conformance with ASP's procedures.
2. Prior to beginning any significant construction on the PARK, ASP will coordinate with the TOWN to determine if the TOWN can provide assistance for the project.
3. Previous Historic Structures Reports, Building Conditions Assessments or Historic Building Preservation Plans completed for ASP or the State Historic Preservation Office will be used as a basis for repairs, improvements or capital improvements projects.
4. Both PARTIES will work on providing capital repairs and maintenance.

### 7. VOLUNTEER PARK STAFF, COMPETENCIES AND TRAINING

- A. Any volunteers working in the PARK on a regular basis will be designated as ASP volunteers, and as such will:
  1. Attend any orientation and training deemed appropriate by ASP, and presented or approved by ASP.
  2. Wear ASP volunteer uniform items while on duty.
  3. Review and sign all appropriate Volunteer paperwork.
  4. Perform work approved by ASP.
  5. Be held to the performance standards of all ASP Volunteers as outlined in the Volunteer Code of Conduct. These documents are incorporated by reference and are available from the Park Manager.
  6. Be supervised daily by staff assigned to the PARK, in conjunction with support from ASP.



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7. Be covered by the State of Arizona's secondary emergency medical insurance policy.

B. Any volunteers working in the PARK on a project or event basis will:

1. Attend any orientation and training deemed appropriate by ASP, and presented or approved by ASP.
2. Review and sign all appropriate volunteer paperwork.
3. Perform work approved by ASP and delineated under the Group Volunteer Agreement and register on the Group Volunteer Log or perform work under the Re-enactors Guidelines and register on the Re-enactors Agreement. These documents are incorporated by reference and are available from the Park Manager.
4. Be held to the performance standards of all ASP Volunteers as outlined in the Volunteer Code of Conduct.
5. Be covered by the State of Arizona's secondary emergency medical insurance policy.

C. Examples of Volunteer Park staff duties include:

1. Inspecting grounds, equipment, buildings and museum facilities for necessary repairs, security and safety problems or hazards, as well as performing general maintenance.
2. Serving as an interpretive guide and providing information and programs to the visiting public.

## 8. NOTICES

### 1. PROGRAM ADMINISTRATION:

#### TOWN

Town Manager  
473 S. Main Street, Suite 102  
Camp Verde, AZ 86322  
Ph: (928) 567-6631  
Fax: (928) 567-8291

#### ASP CONTACT

Region I Manager  
1300 W. Washington  
Phoenix, AZ 85007  
Ph: (480) 318-1075  
Fax: (480) 987-5282

### 2. CONTRACT ADMINISTRATION:

#### TOWN Contact

PW Special Projects Coordinator  
473 S. Main Street, Suite 102  
Camp Verde, AZ 86322  
Ph: (928) 567-6631, Ext. 106  
Email: [valerieh@cvaz.org](mailto:valerieh@cvaz.org)

#### ASP Contact

Arizona State Parks/Procurement  
1300 West Washington  
Phoenix, AZ 85007  
Phone: 602-542-6925  
FAX: 602-542-4180  
Email: [lhiguera@azstateparks.gov](mailto:lhiguera@azstateparks.gov)

Any notice, demand or request required or authorized by this AGREEMENT to be given or made to or upon the PARTIES to this AGREEMENT shall be deemed properly given or made if delivered to or mailed postage prepaid to the above named persons or positions. Notice is effective on the date of actual receipt or three (3) days after the date of mailing, whichever is earlier.



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The designation of the person or position to or upon whom any notice, demand or request is to be given or made or the address of such person or position may be changed at any time by notice given in the same manner as provided in this section for other notices.

### 9. DURATION AND TERMINATION

- A. Duration: This Agreement is effective January 1, 2013 and shall continue for five (5) years from that date ("Initial Term"). Unless terminated earlier by the PARTIES, this Agreement shall be automatically renewed at expiration for one additional five-year term.
- B. Termination: This Agreement may be terminated at any time by mutual consent of all PARTIES or can be terminated by either PARTY by giving (60) days written notice to the other PARTY.
- C. Default: In the event that either PARTY is in default of its obligations under this Agreement, and such default shall continue un-remedied for a period of 30-calendar days after written notice thereof, the other PARTY to this Agreement (in addition to any other remedies existing at law or in equity) may elect, upon not less than sixty 60-calendar days prior written notice, to terminate this Agreement.

### 10. GENERAL TERMS AND CONDITIONS

- A. Arizona Law: Arizona law applies to this Agreement.
- B. Amendment: The terms, conditions and representations of the PARTIES contained in this Agreement may not be orally amended, modified or altered. Any amendment or modification of this Agreement must be in writing and effective only after the authorized signature of both PARTIES. Amendments must be approved with the same formality as with this Agreement.
- C. Successors and Assigns: This Agreement will be binding upon the PARTIES and upon their successors. Neither PARTY may assign its rights or obligations under this Agreement without the prior written consent of the PARTIES hereto and any purported assignment without such consent shall be void and of no effect.
- D. Relationship of PARTIES: No partnership, joint venture or other business relationship is established among the PARTIES to this Agreement. Except as expressly provided in this Agreement, no PARTY is liable for any acts, omissions or negligence on the part of any other PARTY or the other PARTY's employees, agents, independent contractors, or successors-in-interest resulting in either personal injury, economic loss, or property damage to any individual or entity.
- E. Arbitration: The PARTIES to this Agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518.
- F. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- G. Non-Discrimination: The Parties shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.



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- H. Governor's Cancellation: All PARTIES are put on notice that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
- I. Records and Audit: Under A.R.S. §35-214 and A.R.S. §35-215, the Town contractually require each contractor and/or subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Town shall produce a legible copy of any or all such records.
- J. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the PARTIES.
- K. Indemnification: Each PARTY (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other PARTY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- In addition, Town shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Town's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the PARTIES that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.
- L. Other provision: This Agreement constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior agreement and understandings related to such subject matter.
- M. Severability: The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.