



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
 and
Town of Camp Verde

BOARD Ref No. PR11-071

TOWN Ref No. 2011-848

RE: FVSHP Contribution Management

Page 1 of 11

Issued: June 15, 2011

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made between the TOWN OF CAMP VERDE (the "TOWN"), a municipal corporation of the State of Arizona acting pursuant to its powers enumerated in A.R.S. § 9-494 and the ARIZONA STATE PARKS BOARD ("the "BOARD"), an agency of the State of Arizona acting pursuant to its powers enumerated in A.R.S. §§ 41-511.04 (A)(6), 41-511.05(2), and 41-511.10.

RECITALS:

WHEREAS, Fort Verde State Historic Park (PARK), shown in Exhibit "A", is owned and operated by the BOARD, and,

WHEREAS, the BOARD is the owner of, and has the authority to manage the PARK, and additionally has the responsibility pursuant to A.R.S. § 41-511.04 (A)(I) and (7) including the acquisition, planning, administration, management and development of state historic sites and a historic preservation program; and,

WHEREAS, the Town has the authority to establish and maintain public parks pursuant to A.R.S. §§ 9-494(A), 11-931, 11-932, and 11-933; and Town Resolution 2011-848 as included in Section 10, herein, and,

WHEREAS, the TOWN and the BOARD recognize the importance of keeping the PARK open to the public at this time, and further recognize that the current budget deficits of the State of Arizona make it difficult for the BOARD to commit adequate funds to operate the PARK. The TOWN is willing to augment the operation and maintenance responsibility of the PARK for a period of time or until the BOARD improves its resource position to fund the PARK,

NOW, THEREFORE, the parties agree as follows:

Section 1. Purpose:

This IGA is created to permit the BOARD to govern the contribution of monies and other support from the TOWN to be used to augment the operation of Fort Verde State Historic Park (the "PARK").

Section 2. Duration, Default, Termination, Disposal of Property:

- A. **Duration:** This IGA is entered into and is effective as of July 1, 2011 and shall continue until June 30, 2012, unless earlier cancelled or terminated. This IGA may be extended for two additional one-year periods, upon reasonable written advance notice by either party, prior to expiration, and the written amendment of the parties.
- B. **Default:** In the event that either party is in default of its obligations, and such default shall continue un-remedied for a period of 30-calendar days after written notification, the other party (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 IGA.
- C. **Termination:** This IGA may be terminated by either party upon ninety (90) calendar-days written notice to the other party of its intention to terminate. Neither party shall incur new obligations under this IGA once notice of termination has been provided.
- D. **Disposal of Property:**
 - 1. **Funds:** In the event of termination or expiration, any advanced funds not expended shall be returned to the advancing agency. All data, information, and any other work production already complete or uncompleted under the terms of this IGA for the advancing agency shall be returned within 90-calendar days from receipt of notice to terminate.
 - 2. **Equipment:** All equipment purchased for the operation of the PARK with funds designated under this IGA shall become the property of the BOARD upon the expiration or termination of this Agreement.



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Section 3. The Board Shall.

- A. Operations. Operate the PARK open to the public a minimum of five days a week during the duration of this IGA.
- B. 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."
- C. Contributions. Accept a donation of \$75,000 (\$6,250 monthly) for operation and routine maintenance of the PARK.
- D. Staffing. Provide one Park Manager I and a three quarter-time Ranger Specialist (1,560 hours, funded from PARK fees) to work at the PARK during the term of this IGA. If available, continue to use two part-time Senior Community Service Employment Program workers funded through a contract with Northern Arizona Council of Governments to operate the PARK.
- E. Funds for Capital Improvements. If funds are available, contribute for capital improvement projects on the PARK.
- F. Other Contributions. At their discretion, accept other available funds or contributions for the operation of the PARK.
- G. Volunteer Training. BOARD staff shall conduct training programs for volunteers covering topics in Section 7A and 7B below.
- H. Fees collected. Ft. Verde Days shall be FEE free days and the BOARD shall allow a discount from the full PARK fee for the Pecan and Wine Festival when connected in a "package purchase".

Section 4. The TOWN Shall:

- A. Donate \$75,000 (\$6,250 monthly) for operation and routine maintenance of the PARK.
- B. Provide and schedule TOWN employees to work at the PARK for at least 700 hours during the term of this IGA. 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 staffing 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.
- C. Provide a sufficient number of volunteers to supplement PARK staff to operate the PARK safely and efficiently.
- D. 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. The TOWN shall also be responsible for restroom and parking lot operations during these special events. At least one Town staff person shall be in attendance at all times during TOWN special events.
- E. Keep the PARK free from any liens arising out of any work performed, materials furnished or obligations incurred by the TOWN.
- F. Have the ability to negotiate additional special events that allow the TOWN use of the buildings (e.g., administration building and officers' quarters). 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 PARK events. The TOWN shall be responsible for the use of the buildings, making sure the buildings are locked and secured and any



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repairs that may arise from such unforeseen damages that occur during the special events. At any such event, TOWN staff shall be in attendance.

Section 5. Financial: The parties understand and agree that this IGA is limited to the extent of monies appropriated and made available to the parties for the purposes outlined in this IGA and no liability shall be incurred by either party beyond the monies available.

Section 6. Capital Improvements: The TOWN and BOARD recognize that some of the facilities in the PARK are in need of repair and replacement. The TOWN and the BOARD will agree upon a list of capital needs projects for the Park (on Park grounds), within 30 days of the signing of this IGA, to be attached as Exhibit B. Exhibit B may be later amended by the written amendment of the parties to include new projects.

A. BOARD Coordination/Cooperation in Capital Improvement Projects:

1. All capital project development activity on the PARK shall be contracted and procured by the BOARD in conformance with the BOARD's procedures.
2. Prior to beginning any significant construction on the PARK, the BOARD 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 the BOARD or the State Historic Preservation Office will be used as a basis for repairs, improvements or capital improvement projects.

B. BOARD Funding for Capital Projects.

1. At this time no funds are available from the BOARD for projects listed on Exhibit B.

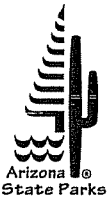
Section 7. Volunteer Park Staff, Competencies and Training

A. Any volunteers working in the PARK on a regular basis will be designated as Arizona State Parks volunteers, and as such will:

1. Attend any orientation and training deemed appropriate by the BOARD, and presented or approved by the BOARD.
2. Wear Arizona State Parks volunteer uniform items while on duty.
3. Review and sign all appropriate Volunteer paperwork.
4. Perform work approved by the BOARD.
5. Be held to the performance standards of all Arizona State Park 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 the BOARD.
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 the BOARD, and presented or approved by the BOARD.
2. Review and sign all appropriate volunteer paperwork.



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3. Perform work approved by the BOARD 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 Arizona State Park 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.



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Section 8. Notices:

A. **PRINCIPAL CONTACTS.** The principal contacts for this AGREEMENT are:

1. Program Administration:

TOWN

Town Manager
473 S. Main St., Ste. 102
Camp Verde, AZ 86322
Phone: 928-567-6631
Fax: 928-567-8291

BOARD Contact

Region II Manager
1300 W. Washington
Phoenix, AZ 86007
Phone: 480-318-1075
FAX: 480-987-5282

2. Contract Administration:

TOWN Contact

PW Special Projects Coordinator
473 S. Main St., Ste. 102
Camp Verde, AZ 86322
Phone: 928-567-6631, Ext. 106
Email: valerieh@cvaz.org

BOARD Contact

Acquisition and Planning Manager
Resources and Public Programs Section
1300 West Washington,
Phoenix, AZ 85007
Phone: 602-542-2146
Email: rlw2@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. Notice is effective on the date of actual receipt or three (3) days after the date of mailing, whichever is earlier.

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

Section 9. General Terms and Conditions:

- A. **Amendment:** This IGA may be amended only in writing by the parties hereto. Amendments must be approved with the same formality as was this IGA.
- B. **No Partnership or Joint Venture:** Nothing contained in this IGA shall be deemed or construed to create a partnership or joint venture between either party, and neither party shall be responsible in any way for the activities, debts, contracts, obligations or acts, negligent or otherwise, of the other, it being expressly agreed that this IGA is an agreement between two independent parties in which the identity of each party is maintained as it was prior to this IGA.
- C. **Prohibition of Assignment:** The respective rights under this IGA may not be assigned without the prior written consent of the parties hereto and any purported assignment without such consent shall be void and of no effect.
- D. **Arizona Law:** This IGA shall be governed by and construed in accordance with the laws of the State of Arizona.



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- E. Non-Availability of Funds: Every payment obligation of the State under this Contract 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 Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to 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.
- F. Audit of Records: Pursuant to A.R.S. § § 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- G. Cancellation for Conflict of Interest Pursuant to A.R.S. §38-511, the state of Arizona, its political subdivision or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state of Arizona, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the state of Arizona, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee of or a consultant to any party to this contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the contractor, and any successor to the contractor, receives written notice of the cancellation unless the notice specifies a later time.
- H. Non-Discrimination: The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- I. Arbitration: The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
- J. **Compliance Requirements for A.R.S. § 41-4401, Government Procurement:**
E-Verify Requirement
1. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
 2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.



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3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

- K. Offshore Performance of Work Prohibited: Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all levels and tiers.
- L. Compliance with A.R.S. §35-397 : Contractor certifies that in accordance with A.R. S. §35-397, the offeror does not have scrutinized business operations in Iran and/or Sudan.
- M. 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. The State of Arizona, BOARD, is self insured per A.R.S. § 41-621.
- N. Default: In the event that either party hereto is in default of its obligations hereunder, and such default shall continue un-remedied for a period of 30-calendar days after written notice thereof, the other party hereto (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 IGA.



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Section 10. Intergovernmental Agreement Requirements.

Attached is the authenticated copy of the TOWN's action authorizing participation to enter into this IGA.

Section 11. Intergovernmental Agreement Signature Authority:

- A. By signing below, the signer certifies the authority to enter into this IGA and has read the foregoing and agrees to accept the provisions herein.
B. This IGA may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.
C. All parties to this AGREEMENT acknowledge that signatures by electronic means are acceptable and legally binding.

Table with 2 columns: RESERVED FOR ARIZONA STATE PARKS and RESERVED FOR TOWN OF CAMP VERDE. Includes signature lines for Renée E. Bahl and Bob Burnside, along with entity names, addresses, and zip codes.

Table with 2 columns: RESERVED FOR THE ATTORNEY GENERAL and RESERVED FOR THE TOWN OF CAMP VERDE ATTORNEY. Contains attorney review statements, dates, and signatures for Tom Horne and the Town Attorney.

Table with 2 columns: RESERVED FOR THE TOWN CLERK. Contains a certification statement from Deborah Barber, Clerk of the Town of Camp Verde, and an ATTEST section with her signature and date.



INTERGOVERNMENTAL AGREEMENT
Between
Arizona State Parks Board
and
Town of Camp Verde

BOARD Ref No. PR10-032

TOWN Ref No. 2011-848

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EXHIBIT A





INTERGOVERNMENTAL AGREEMENT

Between
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BOARD Ref No. PR10-032

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EXHIBIT B

FORT VERDE STATE HISTORIC PARK

LIST OF CAPITAL NEEDS

Miscellaneous Small Projects	FVSHP	\$ 0
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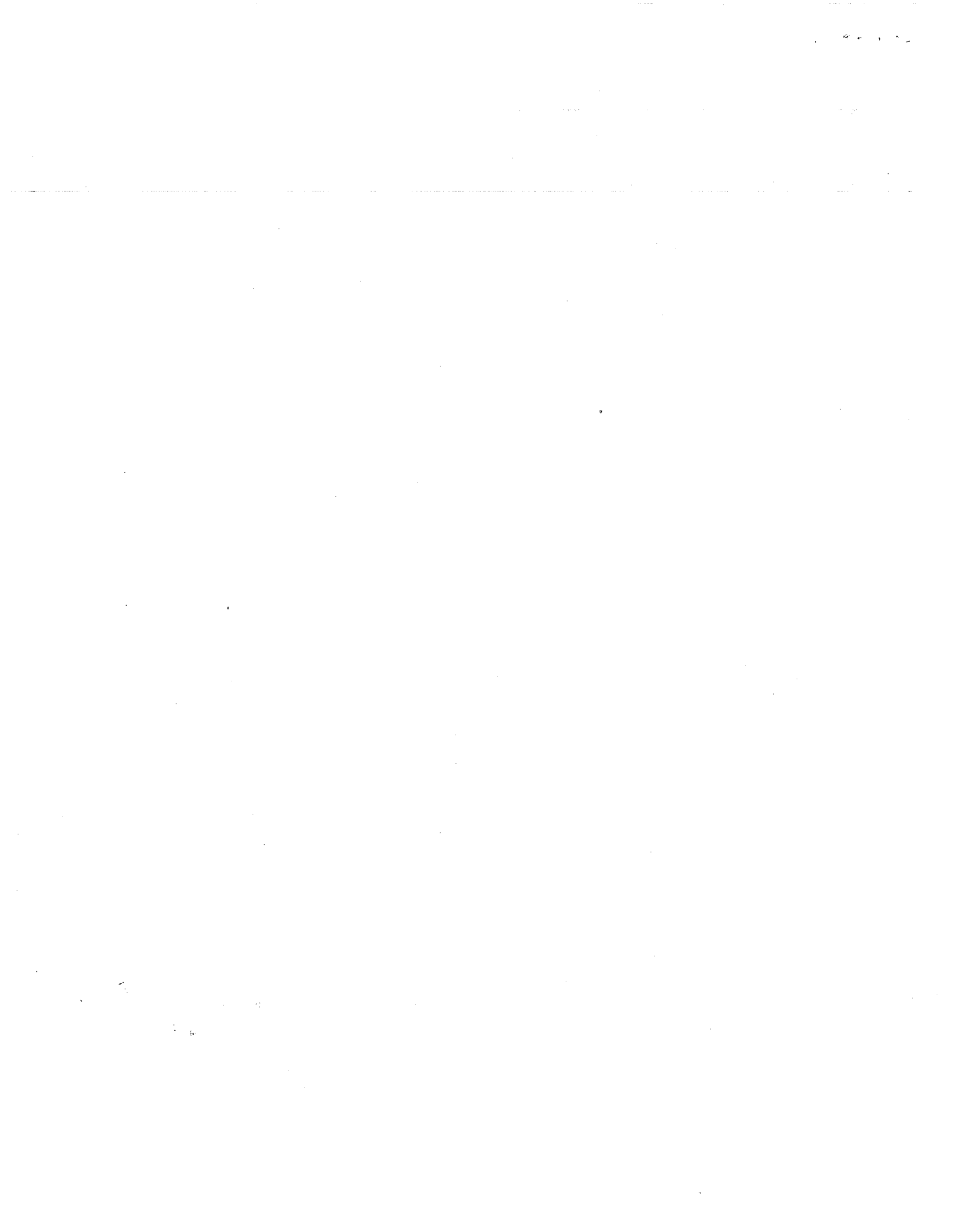
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EXHIBIT C

CAMP VERDE TOWN COUNCIL RESOLUTION #2011-848



**TOWN OF CAMP VERDE
RESOLUTION 2011-848**

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
APPROVING AND ADOPTING AN INTERGOVERNMENTAL AGREEMENT ("IGA")
WITH THE TOWN OF CAMP VERDE ("TOWN") AND THE ARIZONA STATE PARKS BOARD ("BOARD")
ALLOWING THE TOWN TO PROVIDE FUNDING IN THE AMOUNT OF \$75,000 FOR FORT VERDE STATE HISTORIC PARK
("PARK") IN ORDER TO SUPPORT THE OPERATIONS OF THE PARK FROM JULY 1, 2011 THROUGH JUNE 30, 2012.

WHEREAS, Fort Verde State Historic Park (PARK), shown in Exhibit "A", is owned and operated by the BOARD; and

WHEREAS, the BOARD is the owner of, and has the authority to manage the Fort Verde State Historic Park (PARK), and additionally has the responsibility pursuant to A.R.S. § 41-511.04 (A)(I) and (7) including the acquisition, planning, administration, management and development of state historic sites and a historic preservation program; and

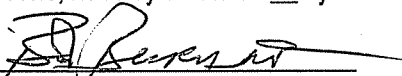
WHEREAS, the Town has the authority to establish and maintain public parks pursuant to A.R.S. § 9-494(A), 11-931, 11-932 and 11-933; and

WHEREAS, the TOWN and the BOARD recognize the importance of keeping the PARK open to the public at this time, and further recognize that the current budget deficits of the State of Arizona make it difficult for the BOARD to commit adequate funds to operate the PARK. The TOWN is willing to donate monies to augment the operation and maintenance responsibility of the PARK for a period of time or until the BOARD improves its resource position to fund the PARK; and

WHEREAS, the Town has appropriated a gross expense of \$75,000 to cover operational costs from July 1, 2011 through June 30, 2012 to include supplemental funding from Yavapai County for \$30,000 resulting in a net appropriation from the Town for \$45,000.

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE RESOLVE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT ATTACHED HERETO AND AUTHORIZE THE MAYOR AND/OR MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY RELATIVE TO THE IGA.

PASSED AND APPROVED by the Mayor and Common Council of the Town of Camp Verde, Arizona, this 22nd day of June, 2011 by a vote of 7 ayes and 0 nays.




Bob Burnside, Mayor

6-22-2011


Date

ATTEST:



Deborah Barber, Town Clerk

APPROVED AS TO FORM:



William J. Sims, Town Attorney

RECORDERS MEMO: LEGIBILITY
QUESTIONABLE FOR GOOD REPRODUCTION


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EXHIBIT A

**Fort Verde
State Historic Park**

