

When recorded, return to:

Town of Camp Verde
473 S. Main Street Suite 102
Camp Verde, AZ 86322



Caption Heading: Resolution 2010-806 and IGA

A handwritten signature in black ink, appearing to be 'J. ...'.



TOWN OF CAMP VERDE



Resolution 2010-806

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING AND ADOPTING THE INTERGOVERNMENTAL AGREEMENT (“IGA”) BETWEEN THE TOWN OF CAMP VERDE (“TOWN”) AND THE ARIZONA STATE PARKS BOARD (“BOARD”) ALLOWING THE TOWN TO PROVIDE:

- 1) FUNDING OF \$105,000 FOR FORT VERDE STATE HISTORIC PARK (“PARK”) IN ORDER SUPPORT THE OPERATIONS OF THE PARK FROM MARCH 30, 2010 TO MARCH 29, 2011; AND**
- 2) APPROVAL OF THE BUDGET RE-APPROPRIATION OF \$26,250 FROM THE CONTINGENCY FUND TO THE ARIZONA STATE PARKS – FORT VERDE LINE ITEM TO FUND THE OPERATIONS THROUGH JUNE 30, 2010.**

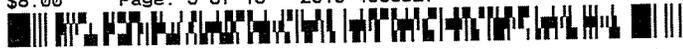
WHEREAS, Fort Verde State Historic Park (PARK), shown in Exhibit “A”, is owned and operated by the BOARD; and

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)(l) and (7) including the acquisition, planning, administration, management and development of state historic sites and a historic preservation program; 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 to take on 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 will appropriate a gross expense of \$105,000 from March 30, 2010 to March 29, 2011 with a supplemental funding from Yavapai County for \$30,000 resulting in a net appropriation from the Town for \$75,000.

Resolution 2010-806



NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE RESOLVE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT AS FOLLOWS:

- A. Donate \$62,000 (\$5,167 monthly) to offset the cost of a Park Manager I to work at the PARK, and also donate \$43,000 (\$3,583 monthly) for routine maintenance and operation of the PARK.
- B. Provide a sufficient number of volunteers to supplement PARK staff to operate the PARK safely and efficiently.
- C. Keep the PARK free from any liens arising out of any work performed, materials furnished or obligations incurred by the TOWN.
- D. 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.
- E. This IGA is entered into and is effective as of March 30, 2010 and shall continue until March 29, 2011, unless earlier cancelled or terminated. This IGA may be extended for two additional one-year periods, upon 60-calendar days written advance notice by either party, prior to expiration, and the written agreement of the parties.

PASSED AND APPROVED by the Mayor and Common Council of the Town of Camp Verde, Arizona, this ^{17th}_{or 3rd} day of March, 2010 by a vote of 2 ayes and 0 nay.



Bob Burnside, Mayor

3-15-10

Date

ATTEST:

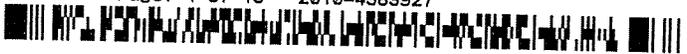


Deborah Barber, Town Clerk

APPROVED AS TO FORM:


Bill Sims, Town Attorney

Resolution 2010-806



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Camp Verde

BROAD Ref No. PR10-032

TOWN Ref No. Resolution
2010-806

RE: FVSHP Contribution Management

Page 1 of 8

Issued: March 4, 2010

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)(1) 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 CITE to Town Resolution or Approval 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 donate monies to augment the operation and to take on 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 March 30, 2010 and shall continue until March 29, 2011, unless earlier cancelled or terminated. This IGA may be extended for two additional one-year periods, upon 60-calendar days 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 three months 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:**
 - a. Any TOWN contributions not expended as prescribed herein shall be returned.
 - b. 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.



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

BROAD Ref No. PR10-032
TOWN Ref No.
RE: FVSHP Contribution Management
Page 2 of 8 Issued: March 4, 2010

2. 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.

Section 3. The Board Shall.

- A. Operations. Operate the PARK open to the public a minimum of five days a week, Thursday through Monday 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 contribution of \$62,000 (\$5,167 monthly) to offset the cost of a Park Manager I to work at the PARK. Also accept \$43,000 (\$3,583 monthly) for operation and routine maintenance of the PARK.
- D. Staffing. Provide one Park Manager I and Ranger Specialists (1,700 hours, funded from PARK fees) to work at the PARK. 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 up to \$35,000 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.

Section 4. The TOWN Shall:

- A. Donate \$62,000 (\$5,167 monthly) to offset the cost of a Park Manager I to work at the PARK, and also donate \$43,000 (\$3,583 monthly) for routine maintenance and operation of the PARK.
- B. Provide a sufficient number of volunteers to supplement PARK staff to operate the PARK safely and efficiently.
- C. Keep the PARK free from any liens arising out of any work performed, materials furnished or obligations incurred by the TOWN.

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 shall agree upon a list of capital projects for the Park (on Park grounds), within 30 days of the signing of this IGA utilizing the \$35,000 funding made available by BOARD 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.



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

BROAD Ref No. PR10-032

TOWN Ref No.

RE: FVSHP Contribution Management

Page 3 of 8 Issued: March 4, 2010

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. Provided funds are available for projects listed on Exhibit B. The BOARD will provide up to \$35,000 for those projects during the term of this Agreement.

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.
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.



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

BROAD Ref No. PR10-032	
TOWN Ref No.	
RE: FVSHP Contribution Management	
Page 4 of 8	Issued: March 4, 2010

Section 8. Notices:

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

1. Program Administration:
TOWN
Michael Scannell
Town Manager
473 S. Main St., Ste. 102
Camp Verde, AZ 86322
Phone: 928-567-6631
Fax: 928-567-8291

BOARD Contact
Northern Regional Manager
2011 A Kestrel Road
Cottonwood, AZ 86326
Phone: 928-639-2962 or 602-542-4174 (Main)
FAX: 928-639-0342

2. Contract Administration:
TOWN Contact
Carol Brown
Administrative Assistant to Town Manager
473 S. Main St., Ste. 102
Camp Verde, AZ 86322
Phone: 928-567-6631, Ext. 106
Email: cjbrown@cvaz.org

BOARD Contact
Margaret Fernandez
Contract Officer
1300 West Washington, Room 220
Phoenix, AZ 85007
Phone: 602-542-6937
Email: mjft2@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. Prohibition of Discrimination: Neither party shall prohibit or restrict either directly or indirectly, or permit its employees, agents or contractors to prohibit or restrict, the use of any part of the land or facilities by any person because of such person's age, race, creed, color, sex, handicap or national origin.
- C. Illegal Immigration: The parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors", the provisions of which are hereby incorporated by reference, and any successor statutes.
- D. 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.



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

BROAD Ref No. PR10-032	
TOWN Ref No.	
RE: FVSHP Contribution Management	
Page 5 of 8	Issued: March 4, 2010

- E. 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.
- F. Arizona Law: This IGA shall be governed by and construed in accordance with the laws of the State of Arizona.
- G. Records: Pursuant to A.R.S. § 35-214, all books, accounts, reports, files and other records relating to this IGA shall be subject at all reasonable times to inspection by the State of Arizona for five years after the completion of this IGA. Such records shall be reproduced as designated by the State of Arizona.
- H. Arbitration: The parties agree to use arbitration to resolve disputes arising out of this IGA to the extent required by A.R.S. § 12-1518.
- I. Governor's Cancellation: All parties are put on notice that this IGA is subject to cancellation pursuant to A.R.S. § 38-511.
- J. 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.
- K. 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.



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

BROAD Ref No. PR10-032
 TOWN Ref No.
 RE: FVSHP Contribution Management
 Page 6 of 8 Issued: March 4, 2010

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.

RESERVED FOR ARIZONA STATE PARKS	RESERVED FOR TOWN OF CAMP VERDE
<p><i>D. E. Bahl</i> 24 March 2010 Signature Date</p> <p>Renee E. Bahl, Executive Director Arizona State Parks Board 1300 W. Washington Phoenix, AZ 85007 City State Zip</p>	<p><i>Bob Burnside</i> 3-15-10 Signature Date</p> <p>Bob Burnside, Mayor Town of Camp Verde 473 S. Main Street, Suite 102 Camp Verde, AZ 86322 City State Zip</p>
RESERVED FOR THE ATTORNEY GENERAL	RESERVED FOR THE TOWN OF CAMP VERDE ATTORNEY
<p>Attorney General has been reviewed pursuant to A.R.S. 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General this</p> <p>5th day of March, 2010 <i>Terry Goddard</i> The Attorney General Assistant Attorney General Signature Date</p>	<p>I have reviewed the Intergovernmental Agreement between Arizona State Parks Board and the Town of Camp Verde and declare this agreement to be in proper form and within the powers of authority granted to the Town under the laws of the State of Arizona this</p> <p>15 day of March, 2010 <i>William D. ...</i> Town Attorney Signature Date</p>
RESERVED FOR THE TOWN CLERK	RESERVED FOR THE TOWN CLERK

I, *Deborah Barber*, Clerk of the Town of Camp Verde, do hereby certify that the foregoing and attached Intergovernmental Agreement between the Arizona State Parks Board and the Town of Camp Verde, was passed and adopted by the Town Council of the Town of Camp Verde, at the regular meeting held this 3 day of March, 2010.

ATTEST

Deborah Barber
 TOWN Clerk Signature Date



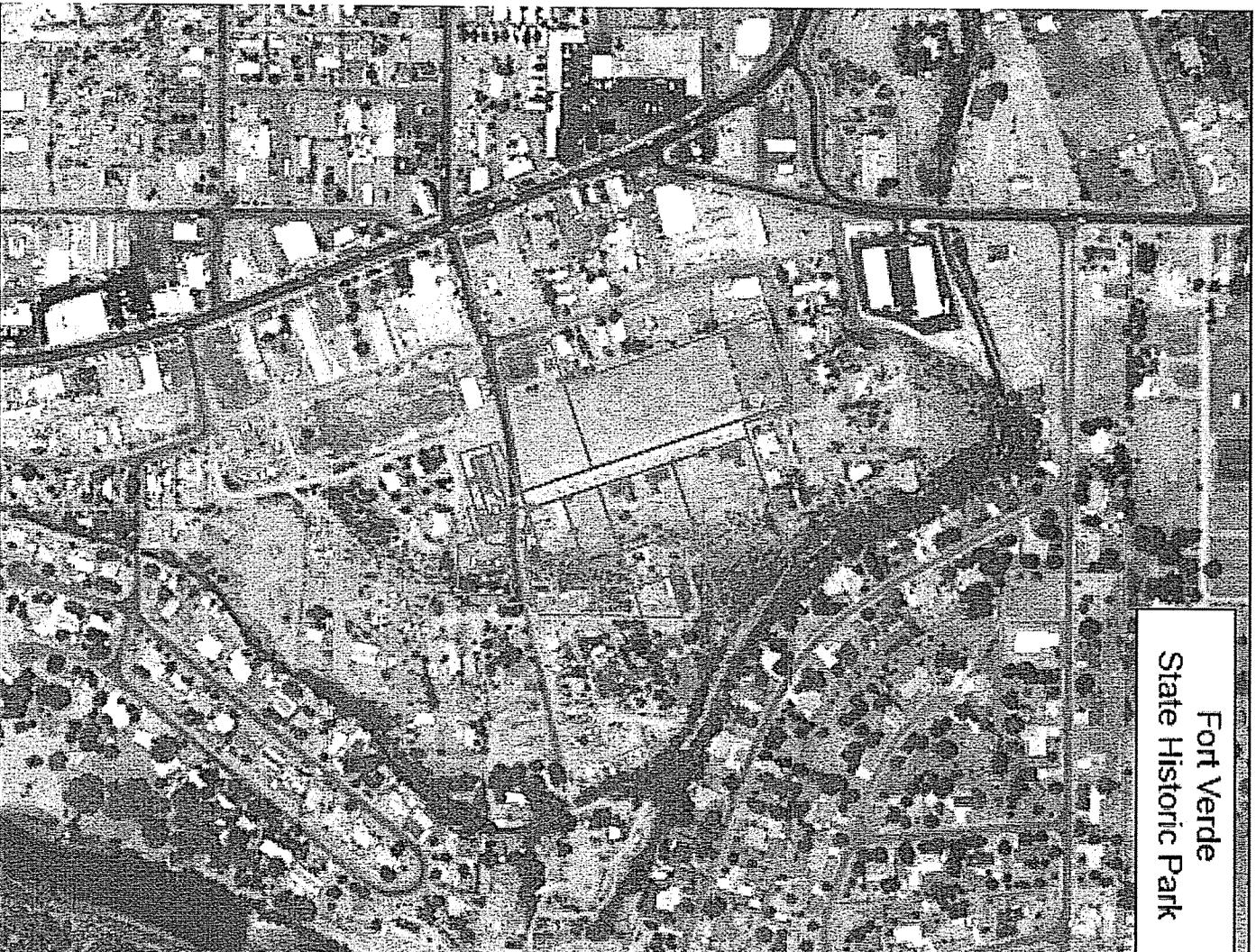
RECORDERS MEMO: LEGIBILITY
QUESTIONABLE FOR GOOD REPRODUCTION



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

BOARD Ref No. PR10-032	
TOWN Ref No.	
RE: FVSHP Contribution Management	
Page 7 of 8	Issued: March 4, 2010

EXHIBIT A





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

BOARD Ref No. PR10-032	
TOWN Ref No.	
RE: FVSHP Contribution Management	
Page 8 of 8	Issued: March 4, 2010

EXHIBIT B

FORT VERDE STATE HISTORIC PARK
LIST OF CAPITAL NEEDS

Miscellaneous Small Projects FVSHP \$ 35,000

Exhibit B

04-13-10 4:53 PM RCVJ

FORT VERDE 2010 CAPITAL PROJECTS (Over \$1000)

Administration Bldg. Roof replacement

Back half of bldg roof-3363 sq.ft.-needs to be replaced.

This is the side that gets all of the sun (facing south) most of the cedar shake shingles are curled up.

There are leaks in roof over the museum and office area of the building.

Repairs were attempted, but this half of the roof is too deteriorated to be repaired, and patch repairs would do more harm than good.

Roof is 13 years old.

Cost for replacement labor and material. \$ 21,000 Plus tax

Commanding Officers' Quarters

2900 SQ FT of the cedar shake roof shingles on the south side need to be replaced.

In various places that are curled up, (lifting off the roof), wind and water problems will develop.

The building is set up as a walk-through museum with artifacts of the Fort on display

Roof is 16 years old.

Cost for replacement labor and material. \$19,000 Plus tax

Bachelors' Quarters

1600 SQ FT of the cedar shake roof shingles on the south side needs to be replaced

In various places that are curled up (lifting off the roof), wind and water problems will develop.

The building is set up as a walk through museum with artifacts of the Fort on display.

Roof is 16 years old.

Cost for replacement labor and material. \$ 10,000 Plus tax

Surgeon's Quarters

800 SQ FT of the cedar shake roof shingles on the south side needs to be replaced

In various places that are curled up (lifting off the roof), wind and water problems will develop.

The building is set up as a walk through museum with artifacts of the Fort on display.

Roof is 16 years old.

Cost for replacement labor and material. \$ 5,000 Plus tax

Received verbal quotes from local roofer just to establish cost for Capital Budget. Roofer is licensed, bonded, and insured, and it is understood that this verbal quote was just for a budget, not a bid.

FORT VERDE MAINTENANCE PROJECTS 2010 (NON CAPITAL UNDER \$1000)

ADMINISTRATION BLDG

Drainage repair	\$300
Repair water damage inside	\$100
Exterior Stucco repair	\$400
Exterior Paint for E and N side of bldg.	\$300

COMMANDING OFFICERS' QUARTERS

Repair Bldg exterior posts	\$350
Repair fascia boards	\$200
Repair windows	\$200
Patch and Paint exterior walls	\$500
Oil exterior wood walls	\$200
Patch and paint entrance hallway and stairway including second floor hall	\$300

BACHELORS' QUARTERS

Repair bldg. exterior posts	\$250
Repair fascia boards	\$200
Repair windows	\$150
Patch and paint exterior walls	\$650
Patch and paint entrance hall	\$200

SURGEONS' QUARTERS

Repair bldg. exterior posts	\$250
Repair fascia boards	\$200
Repair windows	\$150
Patch and paint exterior walls	\$650
Complete renovation to two unfinished rooms	\$800
Build view ports for the two back rooms, so they can be open up for display	\$300

REST ROOM BLDG.

Paint exterior of bldg.	\$450
Paint inside of bldg.	\$300

Fence Repair

\$600