

Janice K. Brewer
Governor

Bryan Martyn
Executive Director



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September 24, 2012

Brian Witty, Director of Parks and Recreation
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

Re: Intergovernmental Agreement Contract No. PR13-033; Site Steward Program

Dear Mr. Witty:

Enclosed are two original copies of the above-mentioned agreement for your review and signature from the Town Mayor. Please have Mr. Skoog sign both originals and to return to my attention by October 10, 2012.

If you have any questions please feel free to contact myself at (602) 542-6925.

Sincerely,

Louise Higuera

Louise Higuera,
Procurement Specialist

Enclosure

cc: IGA PR13-033

ASP No.: PR13-033

TOWN Ref No.

Re: Site Steward Program

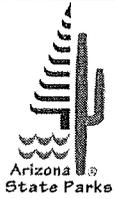
INTERGOVERNMENTAL AGREEMENT

Between

Arizona State Parks Board

And

Town of Prescott Valley



Arizona State Parks
1300 W. Washington
Phoenix, AZ 85007

I. INTRODUCTION

- A. This Agreement recognizes interests, concerns, and mutual responsibilities in the implementation of the volunteer Site Steward Program in the State of Arizona. This Intergovernmental Agreement, herein referred to as an "Agreement" is made and entered into between the following parties:
 1. Arizona State Parks Board, on behalf of the State Historic Preservation Officer (SHPO), hereafter referred to as ASP, and
 2. Town of Prescott Valley, hereafter referred to as Town.
 3. Together, these entities shall be identified as "PARTY" or the "PARTIES".

II. PARTIES TO THIS AGREEMENT

- A. The parties hereby agree to cooperate in implementing a volunteer program to be called the Site Steward Program that will be under the direction of the ASPB, as the agency in charge of coordination and training, and the Arizona Archaeology Advisory Commission. Assumption of this leadership role shall not impose any additional liabilities on the ASP arising from these duties.
- B. To the extent that funding is available, a full-time Resource Protection Specialist or State Program Coordinator shall be hired by the ASP, and assisted by appointed volunteer Regional Coordinators.
- C. Local volunteers will act as Arizona Site Stewards or Site Stewards to assist the Regional Coordinators by visiting specific archaeological sites. The Site Stewards will report their observations to designated authorities, but will not act in any law enforcement capacity.
- D. The ASP will issue a training certificate to Site Stewards who have successfully completed the required training. After this certificate is issued, the Town will execute separate Volunteer Agreements with Site Stewards to enable the visitation of archaeological sites and to assist in other activities related to the preservation and protection of archaeological resources including, but not limited to, inventory, stabilization and recordation, on lands under their jurisdiction. After being certified as a Site Stewards and upon accepting a site assignment, the volunteer must sign a separate Volunteer Agreement with each local Land Manager for which they volunteer.

III. AUTHORITY

- A. Arizona State Parks authorities:
 1. A.R.S. § 11-952 authorizes public agencies to enter into Intergovernmental Agreements for the joint exercise of common powers.
 2. A.R.S. §41-511.04(A)(7) and (A)(8). Authorizes ASP to administer a state historic preservation program established pursuant to the National Historic Preservation Act of 1966, 16 U.S.C.A. section 470 et seq., A.R.S. §41-511.05 (2). Authorizes ASP to enter into such contracts as are reasonably necessary or desirable to perform its duties.
 3. A.R.S. § 41-511.02(B); A.R.S. § 41-511.04(D)(4). Authorizes the SHPO to administer the state historic preservation program and advise, assist, and monitor state and federal agencies in carrying out their historic preservation duties.
 4. The Arizona Antiquities Act, A.R.S. §41-841 et seq., and the Arizona Criminal Code, A.R.S. §§13-3702 and 13-3702.01 prohibit excavation or defacement of state-owned prehistoric and historic sites and collection of archaeological specimens from sites without a permit issued by the director of the Arizona State Museum.



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5. The State Historic Preservation Act, A.R.S. §41-861 et seq. requires each state agency to assume responsibility for the preservation of historic properties owned by it.
6. The Archaeology Advisory Commission Act, A.R.S. § 41-847. Establishes the Archaeology Advisory Commission to aid the State Historic Preservation Officer by providing expert advice in the areas of archaeological education, protection of archaeological sites, and archaeological activities and by developing a volunteer program to prevent destructive activities on archaeological sites.

B. TOWN authorities:

1. A.R.S. § 9-240(B)(9) authorizes Arizona towns to enclose, improve and protect the public ground for the Town.
2. A.R.S. § 9-240(B)(12) authorizes towns to appoint and remove watchmen and to prescribe their powers and duties.
2. Ordinance No. 422 dated June 12, 1997 authorizing exchange of parcels of property between the Town and the Fain Family Limited Partnership and Norman W. Fain II to acquire the park property heretofore annexed into the Town by Ordinance No. 411 dated January 9, 1997.
4. A.R.S. § 9-494 authorizes a city or town to establish and maintain public parks and to acquire, hold and improve real property for that purpose.

IV. PURPOSE

The archaeological resources of the State of Arizona are deemed a valuable and non-renewable resource of the people of Arizona and the people of the United States of America. Many archaeological sites throughout Arizona are currently being subjected to vandalism and other forms of permanent destruction. This illegal activity continues, in part, due to a lack of understanding by the public of the true value of the resources and a lack of regular surveillance of these locations. State and Federal laws encourage cooperation among State and Federal agencies, local governmental entities, and private citizens. The undersigned parties have determined that a program of regular, volunteer visitation of locations of archaeological resources diminishes the rate of their destruction and leads to an improved attitude among local citizens toward archaeological resources in their region. The undersigned parties also agree that as the Site Steward program evolves, it is appropriate for Stewards to assist in other activities related to the preservation and protection of archaeological resources including, but not limited to, inventory, stabilization and recordation.

V. COOPERATIVE PROCEDURES

- A. One representative of both parties to this Agreement will continue to serve as a participating member of the Volunteer Site Steward Committee.
- B. Members of the Committee will meet as necessary to review and discuss proposals and plans.
- C. At least annually, meet to evaluate the effectiveness of the Site Steward Program, make recommendations, and acknowledge superior performances; meet more often if requested by either the SHPO or any of the participating Site Steward Coordinators.
- D. Work together to monitor the activities of the program.

VI. RESPONSIBILITIES

- A. With the advice of the Arizona Archaeology Advisory Commission and in consultation with all parties to this Agreement, Arizona State Parks shall:
 1. Select and train volunteer coordinators.
 2. Formulate a set of procedures for training and administration of the volunteers.



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3. Create and oversee the conduct of a training program.
4. Oversee public information on a statewide level.
5. Prepare an annual report on the activities and accomplishments of the Site Steward Program for submission to member parties and the public.

B. TOWN shall:

1. Identify and assign a Site Steward Coordinator (SSC) to supervise volunteer Site Steward activities on lands under its jurisdiction (refer to *Arizona Site Steward Handbook*, Item 16, under Program participants: Their Roles and Responsibilities). The SSC shall be a member of the Volunteer Site Steward Committee (VSSC). The SSC, who works directly with the Regional Coordinator, is responsible for nominating sites to be monitored, developing local operating procedures on scheduling, reporting methods and priorities, and providing support to the local region. The VSSC advises the SHPO, reviews program procedures, standards and overall operations, and makes recommendations for commendations for outstanding performance by the Site Stewards in their Regions.
2. Identify priority projects for implementation and identify priority sites, which have been listed on the National Register of Historic Places or have been deemed eligible to be listed, on its lands to be monitored, inventoried, stabilized or recorded under the terms of the Site Stewardship Program.
3. Execute individual or group Volunteer Agreements with volunteer Site Stewards working on lands under its jurisdiction.
4. Identify law enforcement officers to be contacted and reporting procedures to be followed when vandalism of archaeological resources is identified on its lands.

VII. NOTICES, PAYMENT, REPORTS, AND CORRESPONDENCE:

Arizona State Parks
 Contracts Officer
 Site Steward Program Coordinator
 1300 West Washington
 Phoenix, AZ 85007
 Phone: 602-542-6937
 FAX: 602-542-4180
 Email: LHiguera@azstateparks.gov

Town of Prescott Valley
 Deputy Town Clerk
 P.O. Box 25456
 Prescott Valley, AZ 86312
 Phone: (98) 772-9207
 Fax: (928) 775-5516
 Email:

VIII. FINANCE

- A. Each party executing a Volunteer Agreement with Site Stewards shall be responsible for payment of all expenses so identified in that volunteer agreement, as authorized by law.
- B. 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.
- C. 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 and in this Agreement.

IX. DURATION AND TERMINATION

- A. Duration: This Agreement shall become effective on October 15, 2012 and continue for five (5) years from that date ("Initial Term"). Unless terminated earlier by the parties, this Agreement shall be renewed at expiration for one additional five- year term.

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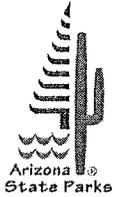
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1300 W. Washington
Phoenix, AZ 85007

- 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.

X. IT IS MUTUALLY UNDERSTOOD THAT

- A. The Parties recognize and encourage a continued commitment to the enhancement and protection of the natural resources of the State of Arizona as well the goals of public recreation.
- B. This Agreement establishes an enduring basis for cooperation and assistance between the Parties to achieve common statewide goals and objectives that are sensitive to our natural resources.

XI. GENERAL TERMS AND CONDITIONS

- A. Arizona Law: This Agreement shall be governed and interpreted by the laws of the State of Arizona.
- 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 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.
- 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.
- H. Conflict of Interest: 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 shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the

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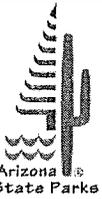
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Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Town shall produce a legible copy of any or all such records.

J. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the Parties.

K. Indemnification: To the extent permitted by law 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.



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Diana Russell, Town Clerk

DEFINITIONS

Arizona Archaeology Advisory Commission (AAAC)	The AAAC advises the SHPO o a variety of important archaeological matters.
Arizona Site Steward or Site Steward (SS)	A certified volunteer appointed by the SHPO and the AAAC.
Arizona State Parks Board (ASPB)	Charged by the legislature to administer the SHPO program through the State Historic Preservation Officer.
Program Coordinator Committee (PCC)	The PCC is a committee of all the Regional Coordinators, charged by the Program Coordinator, that may meet as a whole or by geographic areas.
Region	Identifies a boundary usually within a 50-mile radius from the community where the SS have been trained, certified, and a Regional Coordinator has been identified.
Regional Coordinator (RC)	The RC work with local land managers to determine site monitoring priorities and frequency, establish a site inventory and a program of to other preservation activities, etc. The RC is a member of the Program Coordinators' Committee.
Site Steward Coordinator (SSC)	Designed by the Land Manager or Local Land Manager, as appropriate, to coordinate Site Steward activities on the lands under their jurisdiction.
State Historic Preservation Office (SHPO)	The SHPO is under the direction of the State Historic Preservation Officer who is an employee of ASPB and designed by the Governor.
State Program Coordinator (SPC)	Hired by the State Historic Preservation Officer and works out of the SHPO to coordinate the statewide operations of the Arizona Site Steward Program.
Volunteer Site Steward Committee (VSSC)	Made up of representative of each signatory of the Intergovernmental Agreement and one member of he

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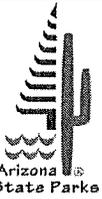
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Archaeology Advisory Commission. The VSSC is the "user group" of the Site Steward Program.