



Arizona State Parks
& Trails
23751 N. 23rd Ave,
Suite 190
Phoenix, AZ 85085

INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks & Trails
And
City of Yuma

ASPT IGA No.: PR17-069

CITY Ref No.

Re: Operation & Maintenance
of Yuma-area State Parks

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THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made between the CITY OF YUMA (the "CITY"), a municipal corporation of the State of Arizona and ARIZONA STATE PARKS & TRAILS ("ASPT") an agency of the State of Arizona. Individually either of these entities may be referred to as "PARTY" and collectively they may be referred to as "PARTIES".

I. AUTHORITIES AND RECITALS

A. AUTHORITIES:

1. General:

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

2. Specific:

a. ASPT authorities:

- i. A.R.S. § 41-511.03 authorizes ASPT to select, acquire, preserve, establish and maintain areas of historical interest for the education, pleasure, recreation, and health of the people.
- ii. A.R.S. § 41-511.04(A)(2) authorizes ASPT to manage, develop, and operate state parks.
- iii. A.R.S. § 41-511.04(A)(6) authorizes ASPT to enter into agreements with other local governments to protect state parks.
- iv. A.R.S. § 41-511.05(2) authorizes ASPT to enter into agreements to perform its duties.
- v. A.R.S. § 41-511.10 authorizes ASPT to reject any donations, gifts, or properties it finds unsuitable.

b. CITY:

- i. 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.
- ii. A.R.S. §§ 11-931 through 933 authorizes the CITY to establish public parks and to enter into cooperative agreements to maintain and administer public parks.
- iii. Article III, Section 13 of the Yuma City Charter authorizes the City to enter into intergovernmental agreements.

B. RECITALS:

1. WHEREAS, Yuma Territorial Prison State Historic Park and Yuma Quartermaster Depot State Historic Park (hereinafter together referred to as "PARKS") are owned by ASPT, and,
2. WHEREAS, ASPT, as owner, has the authority to manage the PARKS; and



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3. WHEREAS, the CITY is willing and able to cooperatively manage, maintain, and operate the PARKS for a period of time; and
5. WHEREAS, ASPT is willing to contribute its expertise, property, and exhibits to this IGA.

NOW, THEREFORE, THE PARTIES agree as follows:

II. PURPOSE: ASPT enters into this IGA with the CITY to cooperatively operate, maintain, and manage the PARKS. The PARTIES agree that a long-term agreement to operate, maintain, and manage the PARKS will facilitate better strategic planning, conservation of the historic resources, and development of the PARKS as sustainable attractions. The PARKS include the properties shown on the maps in **Exhibits 1 and 2**, attached and made part of this IGA by reference.

III. RESPONSIBILITIES

A. Responsibilities of ASPT:

1. **VISITS AND INSPECTIONS.** ASPT will periodically visit, inspect, and monitor all or any portions of the PARKS to ensure compliance with the terms and conditions of this IGA. Inspections shall take place once annually, at a minimum. ASPT staff may interview employees, take photographs, examine documents, take notes and record data during these site inspections. ASPT will provide a written report of its findings to the CITY within a reasonable time after the visit. If deficiencies are found, ASPT may require corrective actions be implemented by the CITY or may take corrective action as permitted by this IGA.
2. **MANAGEMENT OVERSIGHT.** ASPT agrees that it will maintain management oversight over the PARKS to ensure that the feel of the PARKS remains consistent with and comparable to other ASPT facilities.
3. **INVENTORY.** ASPT and the CITY shall conduct an inventory of all ASPT and CITY-owned property located at the PARKS. The PARTIES will cover their own costs associated with the inventory. The inventory shall be completed within one (1) year after the Effective Date of this IGA. The inventory shall be attached to this IGA as **Exhibit 3**, and is incorporated herein by reference.
4. **ARTIFACTS.** ASPT shall inform the CITY of any special requirements relating to artifacts on loan from individuals or other institutions.
5. **OPERATIONS REVIEW.** ASPT shall review and comment on the monthly and annual reports provided by the CITY, as needed.
6. **PROGRAMS.** ASPT shall provide all pertinent training, support, funding, and supplies for ASPT's Junior Ranger Program and any other ASPT-driven promotion or educational programming at the PARKS.



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7. **MEDIA SUPPORT.** ASPT has entered into a contract (ASPT Contract PR16-081) for website and reservation software support with Itinio/Rev'd Up. Those services that are made available to ASPT via this contract and deemed to enhance the CITY's operation of the PARKS will be made available to the CITY (to the extent permissible per the scope of the contract) at no cost to the CITY during the active term of said contract.

B. Responsibilities of the CITY:

1. The CITY shall provide all staffing, operation, and maintenance costs of the PARKS during the term of this IGA.
2. **COMPLIANCE WITH LAW.** The CITY shall make those efforts necessary to ensure that the PARKS are not used for any unlawful purpose, and ensure that it does not cause, maintain or permit any nuisance in, on, or about the PARKS.
3. **MAINTENANCE.** The CITY shall maintain the PARKS and keep them in good repair. Maintenance is defined as "those activities necessary to keep a facility in good working order and professional in appearance". The CITY agrees that it will keep the PARKS in at least as good a condition as other CITY-maintained park facilities.
4. **FUNDING.** The CITY shall provide a minimum \$150,000.00 each year this IGA is in effect to pay for the operation and maintenance costs of the PARKS. For purposes of this IGA, operation and maintenance costs include, but are not limited to, utilities, repairs, staffing, marketing, and security, such that the facilities are kept in good working order and professional in appearance. Staffing shall include those with professional curatorial experience.
5. **UTILITIES.** The CITY agrees to pay all utility costs of the PARKS during the time the PARKS are operated and maintained cooperatively by the CITY. Utility costs include electric, gas, phone, Internet service, alarm system(s), trash, water, and wastewater.
6. **PROGRAMS.** The CITY agrees to honor and participate in ASPT's Junior Ranger Program and any other ASPT promotion or educational programming at the PARKS.
7. **NOTIFICATIONS.** The CITY shall provide a schedule of the significant annual events at the PARKS by December 1 of each year this IGA is in place. The CITY shall notify ASPT a reasonable time prior to all upcoming planned special events occurring at the PARKS, such as dignitary visits, and similar notable occasions. Nothing in this subsection 7 shall require the CITY to provide notice to ASPT of its special events as set forth Article VIII(C).
8. **LIENS.** The CITY shall keep the PARKS free from any liens arising out of any work performed, materials furnished or obligations incurred by the CITY.
9. **ASSIGNMENT and SUBLETTING.** The CITY may not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, or encumber this IGA or any interest herein.



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ASPT acknowledges that the CITY may execute an Operating Agreement ("OA") with Yuma Crossing National Heritage Area Corporation ("YCNHAC") or another qualified agency, in the sole opinion of the CITY, to provide staffing, management, planning, and curation services for the operation of the PARKS, and that the OA is not prohibited by this paragraph. The OA will incorporate the terms of this IGA by reference and the CITY understands that the CITY is ultimately responsible for performance under this IGA. The CITY shall notify ASPT if any of the terms of the OA change, including the identity of any PARTY to the OA by providing sixty (60) calendar days written advanced notice of the change.

10. REPORTING INFORMATION.

- a. For each park, the CITY shall provide the following information (within twenty (20) days after the end of the month to be reported) to ASPT utilizing a template supplied by ASPT:
 - i. Day use attendance
 - ii. Day use revenues
 - iii. Visitors utilizing ASPT's Annual Park Pass, Retiree Lifetime Pass, and Volunteer Pass
 - iv. Concessionaire revenues
 - v. Park store revenues
 - vi. ASPT Gift Cards sold and total associated monetary amount, as set forth in Article III(C)(10)
 - vii. ASPT Gift Cards redeemed and total associated monetary amount, as set forth in Article III(C)(10)
 - viii. Quarterly and annual operating statements. These statements will be provided within sixty (60) days of the end of the period being reported.
 - ix. Volunteer Hours
 - x. ASPT's Junior Ranger Program Contacts
 - xi. Attendance, Revenue, & Costs for Programs, Classes, & Special Events
 - xii. Any and all information as agreed to by the PARTIES in writing

The information to be reported is subject to revision as reasonably required by ASPT. The CITY shall provide any other information/data per ASPT's written request.

- b. The CITY shall submit reporting information electronically in Microsoft Excel format to: Keith Chamberlain, Partnering Coordinator, Operations Division, Arizona State Parks, 23751 N. 23rd Avenue, Suite 190, Phoenix, AZ 85085; Telephone (602-542-6936, email: kchamberlain@azstateparks.gov



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- c. Upon request by ASPT, the CITY shall provide supporting details of monthly report(s) as defined in this section.
- d. The CITY shall provide an annual report for the previous fiscal year to ASPT on the status of the historic resources, including the buildings, grounds, and facilities at the PARKS, and the operations of the PARKS on or before August 1 each year this IGA is in effect.

C. Shared Responsibilities Between the CITY and ASPT

1. **IDENTITY OF THE PARKS.** Upon approval of this IGA, the *Yuma Quartermaster Depot State Historic Park* may be renamed the "*Colorado River State Historic Park*". The name of the *Yuma Territorial Prison State Historic Park* shall remain unchanged. These names shall be used in all literature (print and online), signage, and logos. The CITY may add the CITY's logo and the verbiage "Operated cooperatively by the City of Yuma". If the CITY wants to change the sign verbiage, the CITY will receive ASPT's written permission prior to doing so, not to be unreasonably withheld.
2. **OPERATION/APPEARANCE.** Though operated by the CITY, the PARKS shall continue to be operated as and have a similar appearance to other parks within the Arizona State Parks System.
3. **BRANDING/ADVERTISING.** No logo/name shall be larger in size or more prominent than the ASPT logo/name on any PARKS signage, media, advertising, uniform, and any other labeled display/exhibit. ASPT, CITY, and YCNHAC shall work to ensure that the PARKS are clearly branded as part of the Arizona State Parks system through the CITY's or YCNHAC's advertising operations.
4. **PARKS CONTACT INFORMATION.** The CITY shall keep, maintain, and update all contact information for the PARKS, i.e. telephone numbers, addresses, P.O. boxes, etc. This will avoid misinformation and confusion that would result from changing this information. If the CITY wishes to change any of the contact information for the PARKS, the CITY shall notify ASPT of any and all such desired changes sixty (60) days prior to the proposed change date.
5. **CONSTRUCTION IMPROVEMENTS.** The CITY and ASPT recognize additional facilities at the PARKS are desired. The CITY shall provide ASPT with a list of potential construction improvements, and such list will be attached as **Exhibit 4**, Construction Improvement Projects. This includes any new construction, renovation, repair or replacement of any facilities at the PARKS, as deemed necessary to operate the PARKS.



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- a. The CITY shall provide project management services to complete design and construction improvement projects agreed to by the PARTIES.
- b. All construction improvement projects on the PARKS shall be contracted and procured by the CITY in conformance with current CITY procedures.
- c. The CITY shall create and provide a detailed scope of work, with plans and specifications sealed by an Arizona Registered Architect or Engineer, for any construction improvement projects, and shall provide this scope of work, including the plans and specifications, to ASPT.
- d. Prior to beginning any construction, the CITY shall receive written approval of said Scope of Work and plans and specifications from ASPT. This approval is for scope, type, quantity, and location only. The CITY is responsible for design and code compliance including the requirements of the State Fire Marshall. ASPT shall have adequate time to review, but not more than sixty (60) calendar days, for approval, not to be unreasonably withheld, all required documents submitted by the CITY. If ASPT has not responded to the CITY in writing within sixty (60) calendar days after receipt of the CITY's submittal of all required document, the CITY's Scope of Work and plans and specification shall be deemed approved. Upon completion of each project, the CITY shall submit to ASPT, a sealed copy of AS-BUILT DRAWINGS on CD or DVD media.
- e. The CITY shall obtain all necessary permits, concurrences, and authorizations required. Copies of all permits, concurrences and authorizations shall be submitted to ASPT with a detailed schedule of progress for said project(s).
- f. Any improvements to historic buildings or property that affect building materials or character-defining elements shall be discussed with ASPT to ascertain whether or not the improvement shall require review and concurrence of the State Historical Preservation Office (SHPO).
- g. All previous Historic Structures Reports, Building Conditions Assessments or Historic Building Preservation Plans that have been completed for ASPT or SHPO shall be used as a basis for repairs, improvements, or construction improvement projects.
- h. All improvements, repairs, and installations to historic buildings or property shall meet the Secretary of the Interior's Standards for historic structures. ASPT will consider all improvements, repairs, and installations complete upon his final approval.



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- i. Permanent structures constructed on the PARKS shall become the property of ASPT upon the expiration or termination of this IGA.

6. INDIVIDUAL COMPETENCIES AND TRAINING.

- a. Any individual working at the PARKS, either paid or unpaid, shall be familiar with:
 - i. The significance of the facilities and the reasons why they are part of the Arizona State Parks & Trails System.
 - ii. Care and maintenance of artifacts and museum collections.
 - iii. Visitor contact and interpretive education practices.
- b. PARKS staff duties include, but are not limited to:
 - i. Inspecting grounds, equipment, buildings and museum facilities for necessary repairs, security, and safety problems or hazards.
 - ii. Serving as an interpretive guide and providing information and programs to the visiting public.
 - iii. Staff shall wear ASPT logo on their uniform attire daily.
- c. ASPT conducts training programs covering select topics listed above, as well as other pertinent and applicable topics related to the operations of the PARKS. It is preferred that when training programs are offered, staff working at the PARKS will be in attendance.

7. ARTIFACT COLLECTIONS.

- a. The CITY will be solely responsible for the safety, protection, and care of all artifact collections, exhibits, and library items located at the PARKS (excluding the care of those non-displayed artifacts not accessible to the CITY) and will follow standard museum practices described in *The National Park Service (NPS) Museum Handbook*. ASPT shall provide either an electronic version or physical copy of this handbook to the CITY. ASPT will be responsible to fully insure all ASPT property including non-displayed artifacts stored at the PARKS, and such objects will not be available for inspection, research, or display without specific permission from ASPT. All non-displayed artifacts will be cared for by ASPT and shall be included in ASPT's inventory described in Article III(A)(4) above. The CITY shall notify ASPT if it wishes to display a non-displayed artifact stored at the PARKS.
- c. The CITY will properly care for library collections (as prescribed by the NPS Museum Handbook), and access shall be provided for research purposes.
- d. The CITY will provide and monitor proper cooling, heating and ventilation for the building(s). Open windows must have proper screening to prevent insect infestation.



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- e. The CITY will routinely clean and maintain the buildings and the exterior of the exhibit cases.
- f. The CITY shall maintain and monitor security to protect the artifact collections and exhibits in the PARKS. This includes the upkeep of the security system and monitors in the buildings and museum, as well as visual inspection of the grounds.
- g. The CITY will maintain and monitor outside interpretive panels, cellblock, and exhibits.
- h. The CITY will immediately report any damage to or theft of artifacts or exhibits to the City of Yuma Police Department and ASPT.
- i. ASPT may regularly monitor the historic resources, including the buildings, grounds, and museum. ASPT may also review and comment on the CITY's annual report on the status of such historic resources, as referenced in Article III(B)(10)(d).
- j. The CITY shall appoint one on-site coordinator to move, handle, rearrange, change, repair, clean, or conserve any artifacts, as well as rearrange, move, or change exhibits at the PARKS. ASPT must approve the appointment of the on-site coordinator. If ASPT has not responded in writing within thirty (30) calendar days after receipt of the CITY's notice of appointment, the CITY's appointee shall be deemed approved.
- k. The PARKS contain both artifacts in the collection and educational objects. Educational objects may be used by the CITY for demonstration purposes, whereas artifacts may not. ASPT will provide the CITY a list of educational objects (see **Exhibit 5**).
- l. The collections (artifacts and exhibits) at the PARKS may include objects on loan from individuals or other institutions. ASPT will inform the CITY of any special requirements relating to these objects.
- m. Any contributions of artifacts or archival materials offered to ASPT shall be approved by ASPT prior to acceptance and shall become property of ASPT. ASPT procedures for contributions of artifacts or materials shall be followed. Notwithstanding the foregoing, if a contribution of an artifact or archival material is offered to the CITY, the CITY shall be the sole owner of the property. The CITY shall notify ASPT at least thirty (30) days prior to displaying the artifact or archival material at the PARKS.

8. ASPT-OWNED PROPERTY, EQUIPMENT, AND STORAGE



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- a. The PARTIES will work together to identify property and equipment that is essential to the operation of the PARKS and determine what ASPT-owned equipment is available for use by the CITY for operation of the PARKS.
- b. ASPT shall use a mutually agreed upon location on the PARKS to store non-essential property and equipment. The PARTIES will agree on the specified storage location. ASPT shall maintain ownership of and continue to store its property and equipment throughout the term of the IGA in the specified location, unless the PARTIES to this IGA mutually agree upon other arrangements in writing. If there is no reasonable storage available at the PARKS to store all of the non-essential property and equipment, ASPT shall provide for the alternate storage or removal of the non-essential property and equipment from the PARKS.

9. PARK STORE OPERATION AND MERCHANDISE

- a. The CITY will operate the park store areas of the PARKS so that they retain the look and feel of an Arizona State Park. Any alterations to the existing configuration of park store areas must be preapproved and done in consultation with the Park Store staff of ASPT.
- b. All park store furniture and fixtures remain the property of the CITY. Any furniture or fixtures determined by the inventory set forth in Exhibit 3 to belong to ASPT shall remain property of ASPT.
- c. Revenue from the operation of the park stores shall be retained by the CITY. Profits from the sale of items in the park stores shall be used by the CITY to stock the park stores and to maintain the PARKS.
- d. ASPT will make park store merchandise available to the CITY, subject to the terms and conditions specified in **Exhibit 6, Arizona State Parks & Trails Park Store Merchandise Standards For IGA Partners**. Park store merchandise shall only be sold at the PARKS and at special venues sanctioned by ASPT.
- e. The City will use reasonable efforts to purchase a minimum of 20% of park store inventory through ASPT's Park Store.
- f. The City will use reasonable efforts to purchase a minimum of 20% of park store inventory made in Arizona.

10. **ASPT GIFT CARDS.** The CITY must honor ASPT Gift Cards as an alternative method of payment at the PARK's stores. The CITY must also make available ASPT Gift Cards for purchase at the park store. Necessary processing equipment will be provided by ASPT at no cost to the CITY. Within



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thirty (30) calendar days after the end of each quarter of each year (i.e. March 31; June 30; September 30; December 31) this IGA is in effect, the CITY will invoice ASPT for the aggregate cost of all merchandise purchased with ASPT Gift Cards during the most recent quarter. ASPT shall remit payment to the CITY within forty-five (45) calendar days receipt of the invoice. Within thirty (30) calendar days after the end of each quarter of each year this IGA is in effect, the CITY shall remit payment to ASPT for the total cost of all ASPT Gift Cards purchased at the PARKS' stores during the most recent quarter.

IV. IMPROVEMENTS TO HISTORIC PROPERTIES

- A. The PARTIES acknowledge that the PARKS are historic properties that are an integral part of the Yuma Crossing National Historic Landmark and Associated Sites. Before the CITY (i) makes any improvement ("Improvement(s)") on historic properties, or (ii) any ground disturbing activities to the PARKS, the CITY shall receive approval from ASPT and consult with SHPO. If ASPT has not responded to the CITY in writing within sixty (60) calendar days after notice from the CITY, ASPT's approval shall be deemed received. For purposes of this Agreement, "ground disturbing activities" includes any activity could impact the surface or subsurface archaeological resources at the PARKS.
- B. Regular maintenance and repairs may be undertaken by the CITY at the PARKS. Repairs of buildings and structures listed in the National Register of Historic Places shall follow the guidance presented in the Secretary of the Interior's Standards for the Treatment of Historic Properties as codified in 36 CFR Part 68.
- C. The CITY and ASPT shall work together to secure funds for any Improvements to the PARKS.
- D. All Improvement projects at the Yuma Quartermaster Depot State Historic Park shall be consistent with the Program of Preservation and Utilization which is included in the Quit Claims Deed dated March 19, 1999 between the United States of America and ASPT.
- E. All Improvements shall be under the jurisdiction of the Building Official of the CITY and the CITY shall consult with SHPO and/or any other applicable agency/department of the State of Arizona. The CITY shall obtain all legally required permits, concurrences, and authorizations. All building permits will be reviewed and issued by the CITY.
- F. The proposed "*Master Plan for the Yuma Quartermaster Depot Historic State Park & Yuma Territorial Prison State Historic Park*" document is considered a separate document from this IGA and must be reviewed and approved by ASPT. When approved by both parties in writing, the Master Plan will become part of this IGA as though fully set forth herein and incorporated by this reference.



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- G. All Improvements at the PARKS shall be contracted and procured by the CITY in conformance with current CITY procurement procedures.

V. TERM, DEFAULT, REMEDIES, AND TERMINATION

- A. Term and Duration: The initial term of this IGA shall be for fifteen (15) years, effective April 1, 2017 and shall continue until March 31, 2032, unless earlier cancelled or terminated. This IGA may be extended for two additional five (5) year periods. The PARTIES must indicate their intent to extend this IGA via advance written notice no later than sixty (60) days prior to expiration. If the CITY chooses not to renew the IGA, all responsibility for the PARKS shall revert to ASPT upon expiration or termination of this IGA.
- B. Default: In the event that either PARTY is in default of its obligations and such default continues unremedied for a period of thirty (30) calendar days after written notice to the defaulting PARTY, the other PARTY may elect, upon not less than sixty (60) calendar days prior written notice, to terminate this IGA; provided, however, that if the nature of the default is such that more than thirty (30) calendar days are reasonably required for its cure, then the PARTY shall not be deemed to be in default if the PARTY commences such cure within said thirty (30) calendar day period and thereafter diligently prosecutes such cure to completion. Nothing in this provision shall preclude the PARTY alleging the default from pursuing other remedies that exist in law or in equity.
- C. Termination:
1. This IGA may be terminated by mutual written agreement of both PARTIES.
 2. Either PARTY may terminate this IGA for any reason upon one hundred eighty (180) calendar days' written notice of termination to the other PARTY.
 3. Neither PARTY shall incur new obligations under this IGA once notice of termination has been provided.
 4. Upon termination of this IGA, all responsibility for the PARKS shall revert to ASPT.

VI. DISPOSAL OF PROPERTY

- A. Any permanent structures constructed on the PARKS during the term of this IGA shall become the property of ASPT upon the expiration or termination of this IGA.
- B. Any funds for services in this IGA not expended at the time of termination or expiration of this IGA shall be returned to the advancing PARTY within thirty (30) calendar days after the termination or expiration of this IGA. All data, information, and any other work production already complete or incomplete under the terms of this IGA for the advancing PARTY shall be returned within thirty (30)



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calendar days of the termination or expiration of this IGA. All revenues generated from the operation of the PARKS prior to termination or expiration of this IGA shall remain with the CITY or its designated operator, YCHNAC.

- C. All equipment purchased for the operation of the PARKS with funds designated under this IGA shall become the property of ASPT upon the expiration or termination of this IGA.

VII. RESUMPTION OF OPERATIONAL RESPONSIBILITY BY ASPT

- A. Upon abandonment, cancellation, revocation, or termination of this IGA, the CITY shall restore the PARKS to their original (i.e. the PARKS' condition in the year 2010) or better condition, to the reasonable satisfaction of ASPT. Such restoration may include, but shall not be limited to, removal of any and all material, equipment, facilities, temporary structures, or debris deposited by the CITY on the PARKS. If the CITY fails to remove all such material, equipment, facilities, temporary structures, or debris within a reasonable period (as determined by ASPT), they shall be forfeited and become the property of ASPT, but the CITY shall remain liable for the cost of removal of all materials and for the restoration of the PARKS.
- B. In the event this IGA is not renewed or is canceled, the CITY shall peaceably surrender the possession of the PARKS upon the effective date of the cancellation or expiration of the term of this IGA. The CITY may not hold over upon the expiration or cancellation of this IGA for any reason. The provisions of this paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of ASPT provided herein or at law. If the CITY fails to surrender the PARKS upon the termination or expiration of this IGA, appropriate legal action may be taken.

VIII. FINANCIAL

- A. The PARTIES understand and agree that this IGA shall be subject to available funding, and nothing in this IGA shall bind the PARTIES to performance or expenditures in excess of funds authorized and appropriated by the PARTIES' respective governing bodies for the purposes outlined in this IGA. If funds are not allocated and available for the continuance of this IGA, the IGA may be terminated by either PARTY at the end of the period for which funds are available. No liability shall accrue to either PARTY in the event this provision is exercised, and neither PARTY shall be obligated or liable for any future payments as a result of termination under this section.
- B. The CITY shall charge admission fees according to ASPT's approved fee schedule. If the CITY wishes to change the admission fees charged, ASPT must review the proposed change and provide written approval/denial (letter, email, fax, etc.). If after thirty (30) calendar days ASPT has not responded in writing to the CITY's proposed admission fee change, the proposed



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change shall go into effect. The CITY shall also honor ASPT's Annual Park Passes, Retiree Lifetime Passes, and Volunteer Passes. In the event legislation is enacted that authorized free admission to ASPT's parks and/or fully funds all of ASPT's parks, the CITY shall comply with the law, or may exercise other options as provided for in this IGA, including but not limited to termination pursuant to Section V(C) of this IGA. This provision shall not prohibit the CITY from holding special events, with or without charge to the general public. All revenues derived from rental of the PARKS, admission fees charged to visitors to the PARKS, or concessionaire fees; all remaining revenue shall remain with the CITY or its designated operator, YCNHAC.

C. SPECIAL EVENTS

1. **REVENUE AND MANAGEMENT.** The CITY may authorize special events at the PARKS. Any and all revenue derived from special events held at the PARKS shall remain with the City or its designated operator, YCNHAC, shall be used for operations or jointly agreed-upon construction improvements to the PARK.
2. **PARKS UTILIZATION.** For up to three (3) days per calendar year during the active term of this IGA, the PARKS may be reserved for special events of ASPT. The nature, scope, dates, and all other related event details are at the sole discretion of ASPT. ASPT agrees to notify the CITY in writing and coordinate with the CITY regarding ASPT's reservation at least sixty (60) calendar days prior to ASPT's reservation to avoid conflicts with other planned special events or unique circumstances occurring at the PARKS.

IX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnatee") 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 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 (ASPT) is self-insured per A.R.S. §41-621.

In addition, should (CITY) utilize a contractor(s) and subcontractor(s) the indemnification clause between (CITY) and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (CITY) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this IGA, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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



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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 the 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

X. INSURANCE REQUIREMENTS

A. Insurance Requirements for Governmental Parties to an IGA

A. **Property Insurance:** The STATE shall, at the STATE'S sole expense, insure all buildings, personal property, artwork and collections, and any future improvements at the PARKS at a functional cost replacement cost value. If the PARKS, including any and all improvements at the PARKS, are damaged or destroyed, the STATE shall restore, replace, or rebuild the PARKS to their respective historical status and value within a reasonable period of time.

1. **ASTP Owned Contents:** ASTP shall insure the contents owned by ASTP at the PARKS at the contents' historic value. A list of the contents owned by ASTP at the PARKS are attached as Exhibit 3 and incorporated by reference.
2. **City Owned Contents:** The CITY shall insure the contents owned by the CITY at the PARKS at the contents' historic value. A list of the contents owned by the CITY at the PARKS are attached as Exhibit 3 and incorporated by reference.

B. Insurance Requirements for any Contractors used by a Party to the Intergovernmental Agreement

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Intergovernmental Agreement, ASPT IGA No.: PR17-069. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors, and Contractor and the governmental entity are



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free to purchase additional insurance.

i. **Minimum Scope And Limits Of Insurance**

Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$ 50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include both the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees and the City of Yuma, and its departments, boards, officers, officials, volunteers, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of both the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees and the City of Yuma, and its departments, boards, officers, officials, volunteers, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. Policy shall be endorsed, as required by this written agreement, to include both the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees and the City of Yuma, and its departments, boards, officers, officials, volunteers, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired, and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of both the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees and the City of Yuma, and its departments, boards, officers, officials, volunteers, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a ***waiver of subrogation*** endorsement, as required by this written agreement, in favor of both the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees and the City of Yuma, and its departments, boards, officers, officials, volunteers, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. Additional Insurance Requirements



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The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- a. The Contractor's policies, as applicable, shall stipulate or be endorsed to evidence that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees, or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

- b. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

c. **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) calendar days prior written notice to the State of Arizona and the City of Yuma. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona and the City of Yuma if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered, or sent by facsimile transmission to (State Representative's Name, Address, & Fax Number and City Representative's Name, Address & Fax Number).

d. **Acceptability of Insurers**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona and the City of Yuma in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

e. **Verification of Coverage**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.



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- f. All such certificates of insurance and policy endorsements must be received by the State and the City of Yuma before work commences. The State's or the City of Yuma's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- g. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- h. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- i. **Subcontractors**
Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.
- j. **Approval and Modifications**
The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment, but may be made by administrative action.
- k. **Exceptions**
In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



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XI. GENERAL TERMS AND CONDITIONS

- A. Arizona Law: The law of Arizona applies to this IGA including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- B. Arbitration: The parties to this IGA agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, but only to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
- C. Amendment: The terms, conditions, and representations of the PARTIES contained in this IGA may not be orally amended, modified or altered. Any amendment or modification of this IGA 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 IGA.
- D. Scope: This IGA contains the entire agreement among the PARTIES, and no oral or written statement, promises, or inducements made by either PARTY or agent of either PARTY that is not contained in this written IGA, or specifically referred to in this written IGA is valid or binding. This IGA may not be enlarged, modified, or altered except in writing signed by the PARTIES and endorsed hereon. This IGA shall not be effective or binding on any PARTY until fully executed by both PARTIES.
- E. Limitations: Nothing in this IGA shall be construed as limiting or expanding the statutory responsibilities of the PARTIES.
- F. Non-Availability of Funds: Every payment obligation of the Parties under this IGA 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 IGA, this IGA may be terminated by the either Party in the event this provision is exercised, and the Parties 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 and any Contractor(s) 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: This IGA shall be subject to the Conflict of Interest provisions of A.R.S. § 38-511, as amended.
- I. Records and Audit: Under A.R.S. §35-214 and A.R.S. §35-215, the Contractor 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 Contract. All records shall be subject to inspection and audit by the State and where applicable



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the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

- J. Relationship of Parties: No partnership, joint venture or other business relationship is established among the PARTIES to this IGA. Except as expressly provided in this IGA, 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. None of the PARTIES shall be deemed the principal, agent, officer, or member of the other.
- K. Severability: The provisions of this IGA are severable. Any term or condition deemed illegal or invalid by a court of competent jurisdiction shall not affect any other term or condition of the IGA, and the rights and obligations of the PARTIES shall be construed and enforced as if the IGA did not contain the particular part, term, or provision held to be illegal or invalid.
- L. Successors and Assigns: This IGA will be binding upon the PARTIES and upon their successors. Neither PARTY may assign its rights or obligations under this IGA without the prior written consent of the PARTIES hereto and any purported assignment without such consent shall be void and of no effect, except that ASPT acknowledges and agrees to allow the CITY to contract with the Yuma National Heritage Area Corporation to fulfill the CITY's obligations under this IGA as set forth in Section III(B) of this IGA.
- M. Rights/Obligations of Parties Only: The terms of this IGA are intended only to define the respective rights and obligations of the PARTIES. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.
- N. Illegal Immigration. The PARTIES agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," and A.R.S. § 41-4401, the provisions and successor statutes of which are hereby incorporated by reference.
- O. Attorney Fees and Costs: In the event any action, suit, or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this IGA, the prevailing PARTY shall be entitled to recover as part of such action or proceeding, all litigation, arbitration, and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- P. Cumulative Remedies: No remedy or election in this IGA shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- Q. Environmental Conditions: The CITY, as operator of the PARKS in Yuma on behalf of ASPT, shall take all steps necessary to ensure compliance with all applicable federal, state, and local environmental laws, regulation and ordinances, and shall indemnify and hold ASPT harmless for any remediation required and from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death to any person or damage to any property or the environment of any nature whatsoever arising out of violations of such laws, regulations and ordinances, as it pertains to the term of the CITY and/or YCNHAC'S



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operational activity and does not include any existing conditions or violations of such laws, regulations, and ordinances prior to the execution of this IGA.

- R. Marginal Headings: The marginal headings and article titles to the articles of this IGA are not a part of this IGA and shall have no effect upon the construction or interpretation of any part of this IGA.
- S. Time of the Essence: Time is of the essence in this IGA. Unless otherwise specifically provided in this IGA, any consent to delay in the performance of the PARTIES of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction.
- T. Waiver: The failure or delay of either PARTY to insist upon strict performances of any of the provisions of this IGA, or to exercise any of the rights or remedies provided by this IGA, shall not release either PARTY from any of the responsibilities or obligations imposed by law or by this IGA, and shall not be deemed a waiver of any right of either PARTY to insist upon strict performance of this IGA.
- U. Force Majeure: Neither PARTY shall be in default under this IGA, if it is unable to fulfill any of its obligations under this IGA because it is prevented or delayed in doing so by any Act of God, accident, strike, lock out or labor troubles, moratorium, war, civil unrest, shortage of materials or fuel or any other caused beyond the reasonable control of such PARTY. Each PARTY shall take all such measures as may be necessary to resume its obligations as quickly as possible.

XII. NOTICES

- A. Any notice, demand, or request required or authorized by this IGA to be given or made to or upon the PARTIES to this IGA shall be deemed properly given or made if delivered to or by: (a) certified return receipt mail; (b) recognized overnight courier; (c) facsimile transmission, effective upon electronic transmission confirmation; or (d) electronic mail. Notices shall be sent to the following addresses:

1. City of Yuma/City Administrator
One City Plaza
Yuma, AZ 85364-1436
Fax: (928) 373-5012
Email: greg.wilkinson@yumaaz.gov
2. Sue Black, Executive Director
Arizona State Parks & Trails
23751 N. 23rd Avenue, Suite 190



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Fax: (602) 542-4188

Email: sblack@azstateparks.gov

- B. A change of address or person to whom notices should be sent may be made by giving notice, in the manner described above, to the other PARTY.

XIII. SIGNATURE AUTHORITY:

- A. By signing below, the signer certifies that the signer has 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 counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.
- C. All PARTIES to this IGA acknowledge that signatures by electronic means are acceptable and legally binding.

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[SIGNATURES ON FOLLOWING PAGE]



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RESERVED FOR ARIZONA STATE PARKS & TRAILS

RESERVED FOR CITY OF YUMA

Sue Black 12.16.16
Signature Date
Sue Black, Executive Director

Greg Wilkinson 12.16.16
Signature Date
Greg Wilkinson, City Administrator

Typed Name and Title
Arizona State Parks & Trails

Typed Name and Title
City of Yuma

Entity Name
23751 N. 23RD Ave., Suite 190

Entity Name
One City Plaza

Address
Phoenix, AZ 85085

Address
Yuma, AZ 85366

City / State / Zip

City / State / Zip

RESERVED FOR THE ATTORNEY GENERAL

RESERVED FOR CITY ATTORNEY

This IGA 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 IGA represented by the Attorney General.

This IGA has been reviewed by the undersigned attorney for the City and has been determined to be in proper form and with the powers and authority granted to the City under the laws of the State of Arizona.

Dated this 13th day of December, 2016

Approved as to Form:

MARK BRNOVICH
The Attorney General

Richard W. Moore (for) 12-16-16
Steven W. Moore, City Attorney Date

Christopher Munns 12/13/16
Assistant Attorney General Date
CHRISTOPHER MUNNS

BLANK

RESERVED FOR CITY CLERK

Attest:

City Clerk

Date

Approved at the City Council Meeting of:
December 8, 2016
City Clerk: [Signature]



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RESERVED FOR GOVERNOR OF THE STATE OF ARIZONA

RESERVED FOR MAYOR OF CITY OF YUMA

X  12-16-16

 12-16-16

Signature

Date

Signature

Date

The Honorable Douglas A. Ducey, Governor

The Honorable Douglas J. Nicholls, Mayor

Typed Name and Title

Typed Name and Title

State of Arizona

City of Yuma

Entity Name

Entity Name

1700 West Washington Street

One City Plaza

Address

Address

Phoenix, AZ 85085

Yuma, AZ 85366

City / State / Zip

City / State / Zip



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EXHIBITS

Exhibit 1, Map of Yuma Territorial Prison State Historic Park

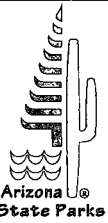
Exhibit 2, Map of Yuma Quartermaster Depot State Historic Park

Exhibit 3, Inventory

Exhibit 4, List of Construction Improvements

Exhibit 5, List of Educational Objects

Exhibit 6, Arizona State Parks & Trails Park Store Merchandise Standards For IGA Partners



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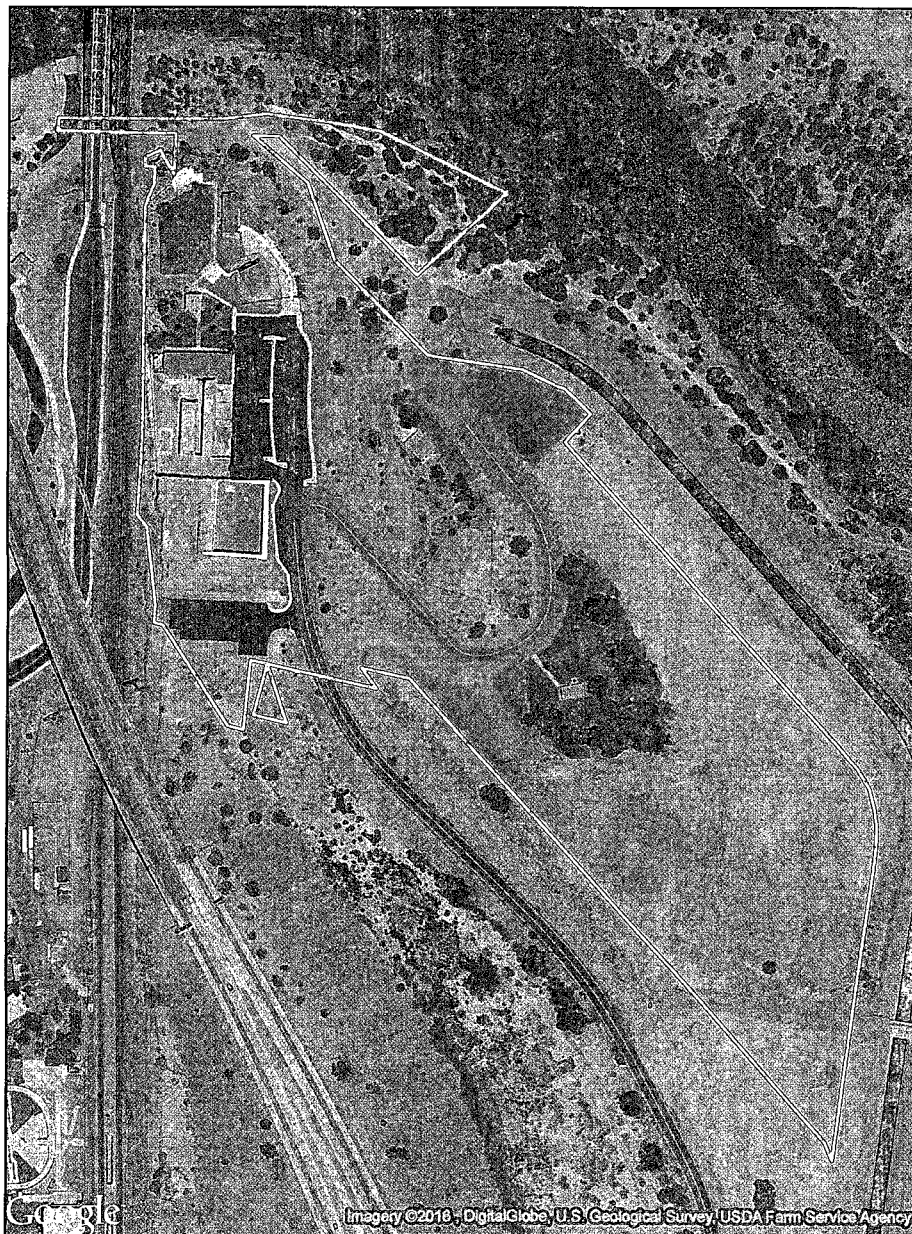
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Exhibit 1. Map of Yuma Territorial Prison State Historic Park

Yuma Territorial Prison State Historic Park



0 110 220 Feet



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Exhibit 2. Map of Yuma Quartermaster Depot State Historic Park





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Exhibit 3. Inventory

(To be provided by ASPT & CITY)



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Exhibit 4. List of Construction Improvements

(To be added by the CITY via separate document)



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Exhibit 5. List of Educational Objects

(To be provided by ASPT)



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Exhibit 6. ASPT's Park Store Merchandise Standards For IGA Partners

ARIZONA STATE PARKS & TRAILS' PARK STORE MERCHANDISE STANDARDS FOR IGA PARTNERS

PURPOSE

- The purpose of this policy is to provide written directives in regard to park store merchandise sold by the IGA Partner in Arizona State Parks and Trails (ASPT) facilities.
- "IGA Partner" is defined as any firm or individual that has entered into an agreement, or permit, with ASPT for the operation of facilities in areas under the jurisdiction of ASPT.
- "Park Store Merchandise" is defined as products such as, but not limited to:
 - Art
 - Calendars
 - Clothing: sweatshirts, T-shirts, hats, etc.
 - Coasters, tiles, etc.
 - Collectable items
 - Jewelry
 - Key chains, refrigerator magnets, pens, pencils, etc.
 - Mugs, glassware, etc.
 - Packaged food gift items
 - Place mats, hot pads, etc.
 - Plush/stuffed animals
 - Postcards, greeting cards, note paper, etc.
 - Posters, CD's, tapes, slides, etc.
 - Publications: Books, maps, etc.
 - Toys and games
 - Water bottles, can coolers, etc.

ASPT LOGO

- The ASPT logo **shall not** be used on any customized products developed by the IGA Partner, unless authorized pursuant to a separate agreement providing for the license of trademark rights by ASPT to the IGA Partner.

PARK NAME

- The park name or park image may be used on customized products developed by the IGA Partner, subject to prior written approval of artwork or concept by ASPT. If applicable, this may require the execution of a separate agreement providing for the license of trademark rights by ASPT to the IGA Partner. Said permission to use the park name or image will be limited to the term of the IGA with ASPT.
- The IGA Partner shall not wholesale the customized products described above to other retailers; in other words, sale of these products shall be limited to the leased sites identified in the agreement with ASPT.
- The IGA Partner shall not establish any type of logo, i.e. identifying symbol, using the park name.

MERCHANDISE



Arizona State Parks
& Trails
23751 N. 23rd Ave,
Suite 190
Phoenix, AZ 85085

INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks & Trails
And
City of Yuma

ASPT IGA No.: PR17-069

CITY Ref No.

Re: Operation & Maintenance
of Yuma-area State Parks

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- Park, nature, environmental, cultural, historical, or recreation-oriented images are suggested as guidelines for park store merchandise product mix.
- ASPT reserves the right to require the IGA Partner to remove any product found to be controversial, or beyond the scope of merchandise necessary for proper service to the public or that does not reflect the look and feel of an Arizona State Park. ASPT shall give the IGA Partner thirty (30) calendar days' notice to sell, remove, or otherwise dispose of the product(s) in question. Failure to comply with this notice may be deemed a breach of the leasing contract.
- **The IGA Partner shall use reasonable efforts so that no less than 20% of park store product inventory is made in Arizona.** The ASPT Park Store has Arizona-make products available for purchase and can assist with sourcing and product development.

ASPT PRODUCTS

1. Quantities

The IGA Partner shall be required to use reasonable efforts to purchase no less than 20% of the park store product inventory from the ASPT product line, if park store merchandise is sold by the IGA Partner.

Compliance with this policy will be assessed by ASPT on an annual basis. The IGA Partner's annual financial report shall include details of "Cost of Goods Sold" for ASPT products as compared to all other park store merchandise.

2. Wholesale Pricing

The IGA Partner shall purchase the ASPT merchandise at **30% off the suggested retail price.** The IGA Partner is encouraged, but not restricted, to sell the product at ASPT's suggested retail price.

If ASPT has a **permanent markdown** on a particular item, the wholesale price will be reduced to **10% off the markdown retail price.**

For example, if a T-shirt retails for \$10.00, the IGA Partner will purchase from ASPT for \$7.00. If ASPT has a permanent markdown on this item to \$5.00, the IGA Partner will purchase from ASPT for \$4.50.

3. Purchasing

The IGA Partner shall submit written requests for product orders to:

Arizona State Parks & Trails
Attn: Brand & Product Manager
23751 N. 23rd Ave., Suite 190
Phoenix, AZ, 85085
Tel: (602) 542-7121
FAX: (602) 364-1518

A Purchase Order, or other ordering document, will be acceptable. Allow four to six weeks for delivery. All products are non-refundable, except if damaged in transit. Merchandise damaged in transit and shortages must be reported within 48 hours of receipt of shipment to the Merchandise Coordinator.

An invoice will be shipped with the merchandise. Payment is due within 30-calendar days of receipt of invoice.

4. Other Distribution

ASPT retains the right to sell its products throughout the State Parks system, as well as various other retail outlets.