

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
AND
THE CITY OF CHANDLER
C-_____**

**FOR SHARED RECREATIONAL OPPORTUNITIES, PROGRAMS,
MARKETING, AND EVENTS**

This Intergovernmental Agreement ("Agreement") is made and entered into between Maricopa County, a political subdivision of the State of Arizona ("County"), and the City of Chandler, Arizona, a municipal corporation ("City"). The County and the City are collectively referred to herein as the Parties or individually as Party.

WITNESSETH

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to A.R.S. §§ 11-951 through 11-954, as amended; and

WHEREAS, the County, through its Parks and Recreation Department (hereinafter referred to as "MCPRD"), provides responsible stewardship, quality parks, trails, outdoor education programs, services, and recreational opportunities to the public within Maricopa County Regional Parks and the Maricopa Trail (hereinafter referred to as the "System", a map of which is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the City provides recreational opportunities and programs to the public; and

WHEREAS, the City desires to provide certain opportunities to include, but not limited to, recreational and educational programs, events, and marketing thereof, as described in a Statement of Work ("SOW"), attached hereto as Exhibit B, and made a part hereof, to be presented from time to time and subject to the terms and conditions hereinafter set forth; and

WHEREAS, the County and City desire to perform certain joint recreational and educational programs, events, and the marketing thereof, as described in a SOW, to be presented from time to time and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants set forth below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS

The Recitals herein, by this reference, are hereby incorporated into this Agreement.

2. PURPOSE OF AGREEMENT

- A. To develop a relationship between the Parties that reflects their mutual interest in supporting and promoting healthy outdoor lifestyles within the System.

- B. To jointly plan, coordinate, implement, and market specific opportunities, events, recreational and education programs (“Activities”) that are mutually beneficial to the County and the City through the use of the SOW(s).
- C. To work together when appropriate to develop marketing campaigns that promote the SOW(s), features, events, and programs offered within the System. This may be done through advertising, branding, events, campaigns, photo libraries, sponsorships, social media, and other forms of marketing, promotions, and communications.

3. SCOPE OF WORK

This Agreement will enable the Parties to conduct Activities as described in each SOW, including, but not limited to, marketing/promotions that will benefit the public and the community in support of the MCPRD’s mission of “providing recreational and educational opportunities while protecting the System’s resources for residents and visitors so they can enjoy a safe and meaningful outdoor experience.”

- A. Activities will be conducted within the System only upon the City’s submission of the SOW and the subsequent approval by the MCPRD’s Director and the City’s Director of Recreation Community Services, or their delegees.
- B. Each SOW will be negotiated for fees (i.e., participant costs, gross revenue, authorized deductions) and will follow a cost-of-recovery model to determine the appropriate funds paid to MCPRD by the City.
- C. The City recognizes potential impacts and conflicts between its Activities and those offered by the County and its concessionaires within the boundaries of the System. All consideration of program impacts, revenue projections, and existing County concessionaire contractual obligations within the boundaries of the System will be detailed and addressed in each SOW.
- D. Joint Responsibilities.
 - i. Plan and develop a platform for collaboration and cooperation of the Activities yearly through the completion of an annual SOW.
 - ii. For joint programs, both Parties will develop a written SOW. Once both Parties approve the SOW, the schedule can be determined by e-mail prior to implementation.
 - iii. Plan and develop an SOW operations plan for each joint program.
 - iv. Agree upon costs and costs of recovery for each SOW. Each Party suggests a fee schedule for participants of the program. Approval of the fee schedule depends on each Party’s policies or procedures and the budget.
 - v. Agree upon details of each Party’s portion or participation in the Activity as described in the SOW.
 - vi. Provide sufficient staff members for their portion of the Activity.
 - vii. Coordinate with the other Party for emergency preparedness and coverage, as may be required during an emergency, with, e.g., Maricopa County Sheriff’s Department and respective Fire Department.
- E. City Responsibilities.
 - i. Complete the SOW for proposed Activities and work with County staff on the SOW operation plan.
 - ii. Coordinate with the individual park supervisor and staff, as identified on the SOW, prior to the Activity as to off-limit areas, reservations, etc.
 - iii. Responsible for costs associated with the operation of the Activity, including, but not limited to, maintenance of equipment, insurance, and site cleanup and other costs agreed to in the SOW ...

- iv. Provide advertising and notice of the Activity on the City's website, flyers, or notices. Both Parties' name drops will be on any media.
 - v. Inform participants that the System is a fee-based recreation area and that all members of the public entering the System are subject to paying the current applicable entrance fees.
- F. County Responsibilities.
- i. Provide and coordinate the use of County/MCPRD's facilities as agreed in the SOW.
 - ii. Provide the City with temporary equipment storage to support Activities being offered based on availability and at the discretion of the park supervisor. The County assumes no liability for lost, stolen, or damaged items during the temporary storage.
 - iii. Provide required staff in support of Activities as designated in each SOW. Provide cost and fee information for SOW and invoice (See Section 9) to the City within thirty (30) days from the end date of each SOW occurrence or quarterly, as applicable.
 - iv. Provide advertising and notice of the Activity on the MCPRD's website, flyers, or notices. Both Parties' name drops will be on any media.
 - v. At no time during the term of such SOW will the County be responsible for providing or maintaining any additional facilities, amenities, personnel, or utilities other than agreed to within the SOW.

4. TERM AND TERMINATION

- A. The term of this Agreement shall be five (5) years ("Term"), commencing on the date it is fully executed by the Parties ("Effective Date").
- B. The Agreement shall automatically renew for one (1) additional five (5) year period thereafter, unless either Party gives notice at least sixty (60) days prior to the expiration of the Term of the Agreement that it does not want to renew or unless terminated sooner as provided herein.
- C. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511.
- D. Termination without Cause. Either Party may, at any time, terminate this Agreement by giving the other Party not less than thirty (30) days prior written notice. In the event this Agreement is terminated by either Party pursuant to this Section, the City shall remain responsible for payment to the County for all work performed through the date of termination and for reimbursement to the County of all non-cancelable commitments incurred in the conduct of the Activities. Non-cancelable commitments shall include, but not be limited to, employment or equipment rental commitments. Should such termination ultimately be effective, it will not eliminate any obligations of any Party under Section 5 of this Agreement. If this Agreement is terminated without cause pursuant to this Section, each Party shall be liable for its own costs, except as specifically stated herein.
- E. Termination for Non-Appropriations. Each Party recognizes that performance by the other Party depends upon appropriation of funds. This Agreement may be terminated or reduced by City or County at the end of any fiscal year due to non-appropriation of funds without any penalty or liability to either Party for such termination or reduction. County and state fiscal years end June 30, Federal fiscal year ends September 30. If the County fails to appropriate necessary funds, or if appropriation is reduced during the fiscal year, the County may reduce the scope of this Agreement, if appropriate, or cancel this Agreement, without further duty or obligation and without penalty or liability.

5. DEFAULT

Each of the following shall constitute a breach of this Agreement and an event of default ("Default") hereunder. A Party's failure to observe or perform any of the material covenants,

conditions, or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such Default. In the event a Party is in Default, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

6. GENERAL PROVISIONS

- A. **Modification or Amendment.** Modifications or amendments of the Agreement shall be binding only if in writing, signed and dated by both Parties.
- B. **Laws, Rules and Regulations.** Both Parties shall, and shall cause its agents to, comply at all times with all applicable federal, state, county, local and city statutes, laws, ordinances, rules, regulations, and instructions, including, without limitation, environmental health and safety regulations respecting the premises used, in effect now or as may be amended or added. This compliance shall be at each Party's sole cost and expense. MCPRD Rules are attached hereto as Exhibit C and made a part hereof.
- C. **Independent Contractor.** The County and City are independent contractors and shall be free to exercise their discretion and independent judgment as to the method and means of performance of their work hereunder. Employees of each Party shall not be considered employees of the other Party, and a Party's personnel will not, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees. Each Party assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.
- D. **Nondiscrimination.** The Parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, non-discrimination, and affirmative action.
- E. **Marketing.**
 - i. Without prior written consent of City, the County may not use the name of the City in news releases, publicity, advertising, or other promotion, such as but not limited to referencing recreation within the System, except for documents used for internal consumption by the County.
 - ii. Without prior written consent of County, the City may not use the name of the County in news releases, publicity, advertising, or other promotion, such as but not limited to referencing recreation within the System, except for documents used for internal consumption by the City.
- F. **Confidentiality.** Parties shall not be responsible for the protection of confidential or proprietary information belonging to the other Party.

7. LIABILITY INSURANCE AND INDEMNIFICATION

- A. The Parties acknowledge that Maricopa County is self-insured as provided in A.R.S. §11-981 and that this self-insurance fully complies with the insurance requirements of this Agreement.
- B. The City maintains general liability insurance and worker's compensation coverage as required by state law and pertinent federal laws and regulations under the City of Chandler.
- C. 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 are caused by the willful misconduct or gross negligence of the indemnitor, its officers, officials, agents, employees, or volunteers.
- D. Environmental Compliance.
 - i. Regulated Use.
 - a) The City shall provide to the County, in writing, a complete list identifying all hazardous materials or petroleum products initially to be brought on site. Thereafter, the City shall provide written notice to the County only when other hazardous material or petroleum products which were not initially identified are brought on the site.
 - b) Additionally, the City will prepare and implement any necessary remediation action plan in accordance with all applicable federal, state, county, city and local statutes, laws, ordinances, rules, and regulations. The City shall keep Material Safety Data documents, or the equivalent thereof, on site for those materials and products.
 - c) The City shall report to the County within twenty-four (24) hours of knowledge of any event or occurrence at the site which may or does result in pollution or contamination adversely affecting lands, water or facilities owned or managed by County.
 - ii. Regulated Disposal.
 - a) The City shall protect, defend, indemnify and hold harmless the County from and against all liabilities, costs, charges and expenses, including civil or criminal penalties, attorney's fees and court costs arising out of, or related to, an activity involving or use of a regulated substance under any applicable federal, state, or local environmental laws, regulations, ordinances or amendments thereto because of: (a) any such substance that came to be located within the System or temporary facilities due to the City's use or occupancy of the site after the signing of this Agreement; or (b) any release, threatened release or escape of any substance in, on, under or from said site that is caused in whole or in part, by any conduct, action or negligence of the City.
 - b. For the purposes of this Agreement, the term "regulated substances" shall include substances defined as "regulated substances," "hazardous waste," "hazardous substances," "hazardous materials," "toxic substances" or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, as amended in 1986 to include Superfund Amendments and Reauthorization Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local and state environmental laws, and the regulations, rules and ordinances adopted and publications promulgated pursuant to the local, state and federal laws. This indemnification shall include, without limitation, claims or damages arising out of any violations of applicable

environmental laws, regulations, ordinances, rules, or subdivisions thereof. This environmental indemnity shall survive the expiration or termination of this Agreement.

- c. The City accepts sole responsibility and liability for all wastes produced by its operation, activities and occupation of the site and shall comply with all applicable laws concerning such wastes, including federal, state, county, and local regulatory requirements. Any such waste must be disposed of in compliance with the above.
- d. The City further hereby represents and warrants to the County that the City, its agents, employees, and contractors, shall be solely responsible for and assume any responsibility for generating, storing, releasing, placing or allowing to remain on the property any hazardous substances, hazardous wastes, or toxic substances (hereinafter collectively referred to as "Hazardous Substances"), as those terms are defined and regulated under C.E.R.C.L.A., 42 U.S.C. 9601 *et seq.*, R.C.R.A., 42 U.S.C. 6901 *et seq.*, or T.S.C.A., 15 U.S.C. 2601 *et seq.* The City agrees to comply with all environmental laws and regulations and to take such other actions as may be reasonably required to protect against environmental liabilities. Any such "Hazardous Substances" must be disposed of pursuant to and in compliance with all required laws, rules and regulations concerning the use and disposal of such substances.
- e. Management and proper disposal of all hazardous material, including Hazardous Substances, is the responsibility of the City. The City must keep appropriate and required documentation relating to the management and disposal of Hazardous Substances.
- f. The County will provide the City with environmental information specific to the park identified in the SOW so that it may assist in training their staff such as but not limited to flora, fauna, and geography.

8. JURISDICTION

This Agreement shall be construed in accordance with and shall be governed, interpreted, and regulated by, the laws of the State of Arizona, and arbitration proceedings, if applicable, or suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto will be brought in the Superior Court of the State of Arizona, Maricopa County, and for this purpose each Party hereby expressly and irrevocably consents to the jurisdiction of said Court.

8. ASSIGNMENT

No Party shall assign this Agreement.

9. COMPENSATION

County shall invoice the City according to an individually authorized SOW. Invoices are due and payable within thirty (30) days of the date of invoice.

10. NOTICES

All notices required under this Agreement shall be in writing and given by e-mail delivery and read receipt, or United States Post Office certified mail, return receipt requested, or by commercial courier served with a receipt, or by hand delivery, to each Party's following address, or to such other address as either Party may notify the other in writing as provided

herein. Any such notice shall be considered served when communication is received and signed for, or delivery is refused or returned to sender as unclaimed.

Maricopa County: Maricopa County Parks and Recreation Department
Attn: Director
41835 N. Castle Hot Springs Road
Morristown, AZ 85342
Phone: 602-506-9500
E-mail: rj.cardin@maricopa.gov

City of Chandler: City of Chandler
Attn: Director, Community Services
Mail Stop 500
P.O. Box 4008
Chandler, AZ 85244-4008
Phone: 480-782-2707
E-mail: john.sefton@chandleraz.gov

11. RECORD RETENTION AND INSPECTION

The Parties agree to retain all books, accounts, reports, files, and other records relating to this Agreement and to make such records available at all reasonable times for inspection and audit by the Parties or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of six (6) years after (Retention Schedule) the termination or expiration of this Agreement, or Retention Schedule as amended by the Arizona State Library, Archives and Public Records Retention Schedule.

12. E-VERIFY

To the extent applicable under A.R.S. § 41-4401, each Party and its contractors and subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). A breach of the above-mentioned warranty by any Party or its contractors or subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Party. Each Party retains the legal right to randomly inspect the papers and records of the other Party's or its contractors' or subcontractors' employees who work on the Activities to ensure that the other Party and its contractors and subcontractors are complying with the above-mentioned warranty.

13. BOYCOTT OF ISREAL

To the extent applicable under A.R.S. § 35-393.01, the Parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel as defined in A.R.S. § 35-393.

14. NON-EXCLUSIVE AGREEMENT

Each Party may enter into similar agreements with other institutions or entities, provided that such agreements do not materially interfere with the ability of each Party to carry out its obligations hereunder.

15. INVALIDITY OF PART OF THIS AGREEMENT

The Parties agree that should any part of this Agreement be held to be invalid or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

16. AUTHORITY

- A. Each Party covenants and warrants to the other Party that: (a) it is duly authorized to execute this Agreement; and (b) the execution of this Agreement has been duly authorized by the applicable Party.
- B. MCPRD Director shall administer this Agreement, including executing documents necessary to administer this Agreement.

17. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed, copied, and electronic signatures shall have the same force and effect as original signatures.

18. ENTIRE AGREEMENT

Entire Agreement. This Agreement, including the SOW(s), embodies the entire understanding of the Parties and supersedes any other agreement or understanding between the Parties relating to the subject matter.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its duly authorized representatives.

CITY OF CHANDLER

Mayor Date

ATTEST

City Clerk Date

MARICOPA COUNTY

Chairman Date
Board of Supervisors

Clerk of the Board Date

APPROVAL OF THE MARICOPA COUNTY ATTORNEY

Pursuant to Arizona Revised Statutes § 11-951 through § 11-954, I have reviewed the foregoing intergovernmental agreement between Maricopa County and the City of Chandler and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the other Parties to enter into this Agreement.

DATED this _____ day of _____, 2024.

Deputy County Attorney

APPROVAL OF THE CHANDLER CITY ATTORNEY

Pursuant to Arizona Revised Statutes § 11-951 through § 11-954, I have reviewed the foregoing intergovernmental agreement between Maricopa County and the City of Chandler and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the other Parties to enter into this Agreement.

DATED this _____ day of _____, 2024.

Kelly Y. Schwab

TA

Chandler City Attorney

MARICOPA COUNTY
PARKS & RECREATION

8/13/2020

EXHIBIT B – STATEMENT OF WORK (SOW)

This Exhibit represents the SOW template to be associated with this Agreement. Both Parties must approve the proposed SOW(s). The purpose of this SOW is to coordinate with and support Activities in the System. The focus of the Activities provides the opportunity to expand the participants' recreational experiences in the hopes of their continuation of Activities in the outdoors.

The effective date of each SOW is the date approved by both the County and the City.

EXHIBIT B STATEMENT OF WORK (SOW)							
This SOW is made pursuant to the Joint Program and Marketing Agreement dated _____ between Maricopa County (hereinafter referred to as County) by and through its Parks and Recreation Department (hereinafter referred to as MCPRD) and the _____ (hereinafter referred to as _____) (the "Agreement"). This SOW may include a multitude of Activities (recreational opportunities, commercial tours, commercial sales, stewardship events, programs, promotions, and special events, including but not limited to planning, coordinating, implementing, promoting, sponsoring, educating, and marketing). All terms not defined in this SOW have the meaning ascribed to them in the Agreement. Upon completion of the SOW, MCPRD's will contact _____ for additional information required for the Activity(ies) SOW operation plan (SOW-OP). <i>Submit this SOW Scheduled Events worksheet to emily.miller@maricopa.gov a minimum of 30 days prior to start of each calendar year quarter.</i>							
Contact Information							
Points of Contact. The parties designate the following persons as their respective points of contact in connection with the Activities described in this SOW:							
Point of Contact				MCPRD Point of Contact			
Name: _____				Name: Jennifer Waller			
Phone: _____				Phone: 602-506-9502			
Email: _____				Email: jennifer.waller@maricopa.gov			
Activities (may be multiple)							
Activities. _____ will conduct the following Activities at Parks as indicated (Dates of Activity(s) are subject to mutual agreement by both parties):							
Activity Type	Name of Activity	Anticipated Participants	Park(s)	Dates	Facility Rentals	Vendors	Activity Description
General Day Use	Hiking Tour	25	Usery	2/27/2022	2 Large Ramadas		Hiking at Usery Park followed by lunch at 2 reserved ramadas for a corporate group
Program/Classes	Learn to Kayak	15	Lake Pleasant	1/8, 1/16, 1/30, 2/20, 3/6, 3/20(2 classes)			Learn to Kayak Classes at the 4 Lane Boat Ramp / Fireman's Cove, Lake Pleasant
Commercial Tours	Sonoran Desert Hiking, Mountain Biking & Camping Under 35 (SDU)	50-100	McDowell	1/15-1/18, 3/5-3/8	Yes, group campsite	No	Guided and outfitted mountain biking tour, overnight at MMRP
Add'l Information: Hiking, mountain biking, paved cycling, and orienteering may be proposed for Cave Creek, Estrella, Usery, and White Tank parks as well as McDowell. Some tours may include picnic ramada rental and subcontracted catering services.							

EXHIBIT C – PARK RULES

MARICOPA COUNTY PARKS AND RECREATION PARK RULES

Adopted August 13, 2003 by the Maricopa County Board of Supervisors

Revised January 13, 2016 by the Maricopa County Board of Supervisors

R-101 DEFINITIONS

The following definitions shall determine meanings for certain facilities, objects, entities or activities.

1. "Abandoned Vehicle" means any vehicle, boat, trailer, or structure, which shows evidence of being left unattended for a period of 48 hours unless displaying an official permit indicating a stay in excess of 48 hours.
2. "Aircraft" means a structure or device for navigation of the air that is supported either by its own buoyancy or by the dynamic action of the air against its surface.
3. "Camping" means erecting a tent or shelter or arranging bedding, or both, for the purpose of, or in such a way as will permit, overnight use; or parking a trailer camper or other vehicle for the purpose of remaining overnight.
4. "Commission" means the Maricopa County Parks and Recreation Commission.
5. "County" means Maricopa County.
6. "Department" means the Maricopa County Parks and Recreation Department.
7. "Loudspeaker or public address system" means a device to amplify or direct sound.
8. "Maricopa County Park(s)" means any land or areas under the control of the Maricopa County Board of Supervisors which has been designated as a Park, Recreation Area or Conservation Area.
9. "Roads" means the entire width between the boundary lines of every way when any part thereof is open, kept or maintained for use by the public for purposes of vehicular travel.
10. "Special Use Permit" means commercial or non-commercial permits issued by the Department for activities outside a park's activity design or which excludes the general public or for which there is monetary gain.
11. "Swimming" means to propel one's self in water by natural means; consequently aquatic activities including the full or partial use of inner tubes, air mattresses or personal support devices.
12. "Designated Trail" means an authorized recreational trail designed, constructed, and maintained according to standards within the county manual; it is within Maricopa County Parks' boundaries and has been included in the Maricopa County Park trail system inventory.

R-102 SPECIAL USE PERMITS, FEES AND APPROVALS

1. Special Use Permits shall be required for eligible non-profit, government or private, as well as commercial uses.
2. For eligible non-profit uses, a Special Use Permit is required of any person or group for any activity outside each park's activity design, or for the use of specific park areas that require the exclusion of general public usage.
3. A Special Use Permit shall also be obtained in advance by any person or group wishing to use a Maricopa County Park for eligible commercial uses.
4. Park Impact Fees for Special Use Permits shall be negotiated by the Department based on the expenses related to the administration of the activity, protection of the park and visitors, and in accordance with established fee schedules when applicable.
5. The Department may require commercial applicants to enter into an agreement with the County for a negotiated percentage of gross receipts not to exceed twenty (20) percent.
6. The Department may require the permittee to post a deposit against damage and clean-up expense, provide a certificate of insurance naming the department as additionally insured, and/or provide for adequate medical, sanitary and security services.
7. A performance and payment bond may be required from any permittee who is providing a service that was solicited to provide any event or activity sponsored by the department.
8. The Department may impose conditions on the conduct of any activity, which are necessary to protect the area and maintain its availability as a public park.
9. A Special Use Permit is not required for any person operating under the provisions of a valid special use or commercial management concessions agreement with the department.
10. Special Use Permit applications, which are compatible with the management objectives of the individual park, may be refused for health and safety reasons or to protect the park from significant damages. With respect to competing non-profit uses, the use of park space shall be granted on a first-come, first-served basis. With respect to competing commercial uses, informal proposals shall be solicited and the Special Use Permit awarded to that concessionaire which offers to provide the County with the highest potential revenue and/or best recreational value to park patrons, provided the concessionaire does not have a poor performance history on any prior permits.
11. All persons entering a park under a Special Use Permit are subject to all entrance and/or use fees, and all rules and regulations concerning park resource and facility use. The total amount of entrance fees owed by persons entering a park under a Special Use Permit, may be calculated in advance and paid in accordance with terms negotiated as part of the Special Use Permit.
12. A decision by the Department concerning any Special Use Permit may be appealed to the Commission.
13. Applications for Special Use Permits may be obtained from an authorized representative of the Department.

R-103 VIOLATIONS AND PENALTIES

1. Any person who violates any of these rules shall be guilty of a Class 2 misdemeanor.
2. Any person who violates any of these rules may also be evicted for failure to comply.

THE FOLLOWING ACTS ARE PROHIBITED IN MARICOPA COUNTY PARKS:

R-104 ENTRY, USE, OCCUPANCY, FEES

Entering, using, or occupying a Maricopa County Park or its facilities, designated trails or waterways under the supervision and control of the Department for any purpose when said parks or areas are posted against such entrance, use, occupancy or where barriers exist.

1. Entering upon or using for any purpose, the land, water or facilities within the boundaries of Maricopa County Parks when a fee, rental, admission or other consideration has been established for such land, water or facilities, unless the person entering or using such land, water or facility has paid said fee, rental, admission or other consideration.

R-105 ANIMALS AND PETS

1. Riding, permitting or allowing livestock, saddle, pack, or draft animals except on designated trails or areas under special permit issued by the Department or by special provisions of a use management agreement.
2. Possessing, allowing or permitting a dog and/or other pets in a Maricopa County Park, unless the same shall be under immediate control on a leash not exceeding 6 feet in length, except the leash requirement shall not apply to dogs while being used in hunting, or in field trials, or while being trained, when upon lands open to such uses and it does not interfere with other park activities.
3. Possessing, allowing or permitting a dog in a Maricopa County Park without a current dog license.
4. Allowing dogs or other pets, other than seeing-eye or hearing guide dogs, within the confines of public park buildings.
5. Allowing dogs and/or other animals to create a nuisance, noise or disturbance in any area.
6. Failure of owners of pets to properly remove and dispose of any waste.
7. Scattering and/or depositing the ashes of any animal.
8. NOTE: Dogs are not allowed in the Hassayampa River Preserve.

R-106 DISCHARGE OF FIREARMS, HUNTING AND TRAPPING

1. Except as provided by state law, discharging a firearm, shooting with bow and arrow, or setting traps except in locations provided for that purpose and as permitted by Arizona Game and Fish rules.

R-107 MOTOR VEHICLES AND BICYCLES

1. Operating any motorized vehicle except on roads and parking areas designated by the Department for such purpose.
2. Abandoning any vehicle in any area of a Maricopa County Park. Vehicles violating this section may be towed at the owner's expense.
3. Parking a motor vehicle or trailer or other device towed by a motor vehicle in such a manner whereby roads, parking areas or other traffic ways or traffic are blocked or otherwise impeded. Vehicles violating this section may be towed at the owner's expense if such violation constitutes blockage of any emergency lane or otherwise interferes with park operations.
4. Operating a bicycle in a careless or reckless manner, or in disregard of the safety of any person or property.
5. Utilizing bike ramps in non-designated areas.
6. Operating, without permission from the County, any motorized skateboard, motorized scooter, moped or like device.

R-108 WATERCRAFT AND SWIMMING

1. Bringing into, or operating any watercraft upon any body of water, except at such places and in such manner as designated for such use or purpose by the Department.
2. Storing or leaving any watercraft without first obtaining a permit issued by the Department or its authorized concessionaire.
3. Swimming in areas posted against such use.
4. Cliff jumping.

R-109 VANDALISM

1. Destroying, damaging, or removing any tree, shrub, wildflower, cactus, or any other vegetation, or any other vegetative product or by-products without first obtaining a written permit from the Department.
2. Destroying, damaging, defacing or removing any County property or property administered by the Department.

R-110 LITTERING

1. Depositing or abandoning garbage, sewage, refuse, trash, waste, or other obnoxious material, except in receptacles or containers provided for such purposes.
2. Throwing or breaking any glass, plastic or ceramic object leaving shards or other fragments on park property.

R-111 PUBLIC BEHAVIOR

1. Conducting one's self in a disorderly or intoxicated manner, or using threatening, abusive, or boisterous or insulting language, or conducting or participating in a disorderly assembly, or to solicit for any purpose.
2. Engaging in noisy conduct, operating generators or motors, operating radios, or otherwise making loud or disturbing noises that may disturb the peace of the area between the hours of 10:00 p.m. and 6:00 a.m.
3. Public urination or public defecation.
4. Engaging in noisy conduct that disturbs the peace.

R-112 CAMPING

1. Camping without first obtaining a written permit issued by the Department
2. Failure to obey all written or posted camping regulations.

R-113 FIRES

1. Building fires except in designated places.
2. Building fires in any area posted against such use.
3. Building wood or charcoal fires at any time posted against such activity (during fire ban).
4. Use of gas or propane stove or grills when use is prohibited (during extreme fire ban).
5. Abandoning any fire without completely extinguishing it.
6. Allowing a fire to escape from control.

R-114 PUBLIC OR COMMERCIAL ACTIVITIES

1. Conducting any activity or assembly outside the individual park's activity design or requiring the use of park areas which exclude the use by the general public without first obtaining a Special Use Permit from the Department.
2. Posting, placing, or distributing advertising material; erecting a fence or barrier (except under specific use management or lease agreements), constructing or occupying improvements; or enclosing County administered lands without first obtaining a Special Use Permit from the Department.
3. Using a loudspeaker, or public address system, or amplifier without first obtaining a Special Use Permit from the Department.
4. Using County administered lands for a commercial purpose without first obtaining a Special Use Permit or use management or lease agreement from the Department.

R-115 GLASS BOTTLES

1. Possessing glass, ceramic or hard frangible plastic beverage bottles.

R-116 AIRCRAFT AND ENGINE POWERED MODELS

1. Operating any passenger carrying aircraft of any nature or parachute, including parasailing, except in areas designated for such use by the Department or in an emergency situation.
2. Operating engine powered models and/or toys in any park area not designated for such use or in such a manner that it could be a hazard to the public.

R-117 INTERFERENCE WITH A PARK RANGER OR A PARK POLICE OFFICER

1. Interfering with any Park Ranger and/or Park Police Officer in the discharge of the Park Ranger's and/or Park Police Officer's duties.
2. Failing or refusing to obey any lawful command of any Park Ranger and/or Park Police Officer or other Certified Peace Officer.

R-118 TRAILS

1. Damaging, blocking, restricting or otherwise interfering with the use of a trail.
2. Throwing or rolling rocks or other items into valleys or canyons, down hillsides, mountainsides or trails.
3. Leaving a designated trail or walkway between trailheads.
4. Operating a bicycle, riding a horse, or hiking, except on trails designated for that use.
5. Failure to follow any sign that dictates the use or behavior on a trail.