 <p>Arizona State Parks 23751 N. 23<sup>rd</sup> Ave, Ste 190 Phoenix, AZ 85085</p>	<b>INTERGOVERNMENTAL AGREEMENT</b> Between Arizona State Parks And City of Flagstaff	ASP No.: PR19-012	
		City of Flagstaff No.	
		Re: Site Steward Program	Date: August 5, 2019

## I. INTRODUCTION

This Intergovernmental Agreement, herein referred to as an “Agreement” or “IGA”, recognizes interests, concerns, and mutual responsibilities in the implementation of the Site Steward Program in the State of Arizona. The participants to this agreement are as follows:

- A. Arizona State Parks Board, doing business as Arizona State Parks, hereafter referred to as “ASP”, and
- B. City of Flagstaff

## II. DEFINITIONS

<b>Governor’s Archaeology Advisory Commission (GAAC)</b>	The GAAC advises the SHPO on a variety of important archaeological matters.
<b>Arizona Site Steward or Site Steward (SS)</b>	A certified volunteer appointed by ASP
<b>Arizona State Parks Board (ASPB)</b>	Charged by the legislature to administer the ASP & SHPO programs.
<b>Region</b>	Identifies a boundary usually within a 50-mile radius from the community where the SS have been trained, certified, and a Regional Coordinator has been identified.
<b>Regional Coordinator (RC)</b>	The RC works with local land managers to determine site monitoring priorities and frequency, establish a site inventory and a program of two other preservation activities, etc.
<b>Site Steward Coordinator (SSC)</b>	Designated by the Land Manager or Local Land Manager, as appropriate, to coordinate Site Steward activities on the lands under their jurisdiction.
<b>State Historic Preservation Office (SHPO)</b>	The SHPO is under the direction of the State Historic Preservation Officer who is an employee of ASPB and designated by the Governor.
<b>State Program Coordinator (SPC)</b>	Hired by ASP to coordinate the statewide operations of the Arizona Site Steward Program.

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### III. PURPOSE

The archaeological resources of the State of Arizona are deemed a valuable and non-renewable resource of the people of Arizona and the people of the United States of America. Many archaeological sites throughout Arizona are currently being subjected to vandalism and other forms of permanent destruction. This illegal activity continues, in part, due to a lack of understanding by the public of the true value of the resources and a lack of regular surveillance of these locations. State and federal laws encourage cooperation among state and federal agencies, local governmental entities, and private citizens. The undersigned parties have determined that a program of regular, volunteer visitation of locations of archaeological resources throughout the City of Flagstaff diminishes the rate of their destruction and leads to an improved attitude among local citizens toward archaeological resources in their region.

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


### IV. PARTIES TO THIS AGREEMENT

A. This IGA is made and entered into between the following parties:

1. ASP; and
2. City of Flagstaff

These entities may be identified singularly as “Party” or together as the “Parties”.

- B. The Parties hereby agree to cooperate in maintaining a volunteer program called the Site Steward Program (“SSP”) that will be under the direction of ASP, as the agency in charge of coordination and training. Assumption of this leadership role shall not impose any additional liabilities on ASP arising from these duties.
- C. To the extent that funding is available, a full-time State Program Coordinator shall be hired by the ASP, and assisted by appointed volunteer Regional Coordinators.
- D. ASP will issue a training certificate to Site Stewards who have successfully completed the required training.
- E. Local volunteers will act as Site Stewards to assist the Regional Coordinators by visiting specific archaeological sites identified by the City of Flagstaff. The Site Stewards will report their observations to designated authorities, but will not act in any law enforcement capacity.
- F. In June 2019, ASP will be building a new on-line database for the program to replace an existing database that no longer handles the full needs of the program. The SSP database will include several of the core features from the existing database but with several upgrades to improve the efficiency of the program as a centralized storage location for the SSP, Land Managers will have access to all data specific to their jurisdiction at all times. Provided below is a summary of the key features the new system will have:

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- 1) Steward application: All potential stewards will continue to submit an application in the database. Stewards will submit volunteer hours and vandalism reports in one location.
- 2) Improved data collection and an easier process for vandalism reporting will be implemented.
- 3) Store Site Kit information. Each land manager will have the option to upload sitemaps, photos and other documents that a current paper-based site kit contains.
- 4) Fillable volunteer agreement forms: Volunteer Agreement forms have caused numerous problems due to the frequency in which they are renewed and the sheer number of agreement forms SSP Regional Coordinators must collect from their stewards. To help alleviate these time-consuming efforts and reduce written mistakes individual Land Manager Volunteer Agreement Forms will be integrated into the new database where Stewards will be able to complete using electronic format and signature. Several land managers are only requiring a new signed agreement from vested volunteers only if there is a change in the form (i.e. new insurance language). We are encouraging all land managers to adopt this policy to reduce the time required to process new agreements for a given region.

G. Each Volunteer Agreement will enable Site Stewards access to visit archaeological sites and to assist in other activities, under the direct supervision of a professionally qualified archaeologist, related to the preservation and protection of archaeological resources including, but not limited to, inventory, stabilization, and mitigation on lands under their jurisdiction.

## V. AUTHORITIES

### A. Arizona State Parks and Trails authorities:

1. WHEREAS, the parties are authorized to enter into agreement pursuant to 41-511.05(2)
2. A.R.S. §41-511.04(A)(7) and (A)(8) authorize ASP to administer a state historic preservation program established pursuant to the National Historic Preservation Act of 1966, 16 U.S.C.A. section 470 et seq. A.R.S. §41-511.05 (2). Authorizes These sections also authorize ASP to enter into such contracts as are reasonably necessary or desirable to perform its duties.
3. A.R.S. § 41-511.02(B) and A.R.S. § 41-511.04(D)(4) authorize the State Historic Preservation Office to administer the state historic preservation program and advise, assist, and monitor state and federal agencies in carrying out their historic preservation duties.
4. National Historic Preservation Act of 1966, 16 U.S.C. section 470 et seq.
5. The Archaeology Advisory Commission Act, A.R.S. § 41-847 establishes the Archaeology Advisory Commission to advise the State Historic Preservation Officer by providing expert advice in the areas of archaeological education, protection of archaeological sites, and archaeological activities and by developing a volunteer program to prevent destructive activities on archaeological sites.

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**B. CITY OF FLAGSTAFF authorities:**

1. A.R.S. § 11-951 et seq. authorizes public agencies to enter into Intergovernmental Agreements for the joint exercise of common powers.
2. Arizona Antiquities Act, A.R.S. § 41-841 et seq., A.R.S. § 13-3702, and A.R.S. § 13-3702.01 prohibit excavation or defacement of prehistoric and historic sites and collection of archaeological specimens from the sites without a permit issued by the director of the Arizona State Museum, and duty to report discoveries on lands owned and controlled by state, county, or municipality.
3. A.R.S. § 9-494 authorizes a city to establish and maintain public parks and to acquire, hold and improve real property for that purpose.

**VI. RESPONSIBILITIES**

**A. ASP shall:**


1. Formulate a set of procedures for training and administration of the volunteers.
2. Create and oversee the conduct of a training program.
3. Oversee public information on a statewide level.
4. Manage an on-line database for the purposes of tracking hours, reporting vandalism reports, submitting and storing volunteer agreements and site information.

**B. City of Flagstaff shall:**

1. Identify and assign a Site Steward Coordinator (“SSC”) to work with the ASP Regional Coordinator to provide guidance in supervising volunteer Site Steward activities on lands under its jurisdiction (refer to *Arizona Site Steward Handbook*, under Program participants: Their Roles and Responsibilities). The SSC, who works directly with the Regional Coordinators, is responsible for nominating sites to be monitored within the City of Flagstaff, developing and providing site kits to the Regional Coordinators, developing local operating procedures on site scheduling, and providing support to the local region.
2. Identify priority sites within the City of Flagstaff that have been listed on the National Register of Historic Places or have been evaluated as eligible to be listed and to be monitored under the terms of the Site Steward Program.
3. Work with ASP to execute individual or group Volunteer Agreements with volunteer Site Stewards working on lands under its jurisdiction.
4. Identify law enforcement officers to be contacted and reporting procedures to be followed when vandalism or looting of archaeological resources is identified on its lands.
5. Attendance to the annual Site Steward Program Conference is highly recommended.

**C. Both Parties shall:**

1. At least annually, meet to evaluate the effectiveness of the Site Steward Program, make recommendations, and acknowledge superior performances;

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2. Meet more often, if requested by either the Site Steward Program Coordinator or any of the participating Regional Coordinators, to review and discuss proposals and plans; Work together to monitor the activities of the program.

## VII. CORRESPONDENCE:

### Arizona State Parks

Sean Hammond  
Steward Program Coordinator  
23751 N. 23<sup>rd</sup> Ave, Ste 190  
Phoenix, AZ 85085  
**Phone:** 602-542-7130  
**Email:** [shammond@azstateparks.gov](mailto:shammond@azstateparks.gov)

### City of Flagstaff


Robert Wallace  
Open Space Specialist  
City Hall. 211 West Aspen  
Flagstaff, AZ 86001  
**Phone:** 928-213-2154  
**Email:** [Robert.wallace@flagstaffaz.gov](mailto:Robert.wallace@flagstaffaz.gov)

## VIII. DURATION AND TERMINATION

- A. **Duration:** This Agreement is entered into and is effective as of the date of last signature to this Agreement and shall continue for ten (10) years from that date (“Initial Term”). Unless terminated earlier by the Parties, this Agreement may be renewed at expiration for an additional ten (10) year term. This renewal process can be repeated as necessary and when deemed appropriate by both Parties.
- B. **Termination:** This Agreement may be terminated at any time by mutual consent of the Parties or may be terminated by either Party by giving (60) days written notice to the other Party.

## IX. GENERAL TERMS AND CONDITIONS

- A. **Arizona Law:** The law of Arizona applies to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- B. **Amendment:** The terms, conditions, and representations of the Parties contained in this Agreement may not be orally amended, modified, or altered. Any amendment or modification of this Agreement must be in writing and effective only after the authorized signature of both Parties. Amendments must be approved with the same formalities as with this Agreement.
- C. **Successors and Assigns:** This Agreement will be binding upon the Parties and upon their successors. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the parties hereto and any purported assignment without such consent shall be void and of no effect.
- D. **Relationship of Parties:** No partnership, joint venture, or other business relationship is established among the Parties to this Agreement. Except as expressly provided in this Agreement, no Party is liable for any acts, omissions or negligence on the part of any other Party or the other Party’s employees, agents, independent contractors, or successors-in-interest resulting in either personal injury, economic loss, or property damage to any individual or entity.

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- E. **Arbitration:** The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
- G. **Non-Discrimination:** The City of Flagstaff 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. **Cancellation for Conflict of Interest:** The Parties are put on notice that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
- I. **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.
- J. **Limitations:** Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the Parties.
- K. **Indemnification:** To the extent permitted by law each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liabilities, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- In addition, the City of Flagstaff shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the City of Flagstaff’s contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.
- L. **Entire Agreement:** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter.

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M. Other Agreements: This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, and individuals.

N. Severability: The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

**X. SIGNATURE AUTHORITY:**

- A. This Agreement is entered into and is effective as of the date of the last signature to this Agreement and appropriate action pursuant to A.R.S. § 41-511.05(2).
- B. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- C. The Parties acknowledge that signatures by electronic means are acceptable and legally binding.
- D. By signing below, the signer certifies the authority to enter into this Agreement and has read the foregoing and agrees to accept the provisions herein.

**RESERVED FOR ARIZONA STATE PARKS**

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*Signature* *Date*

Timothy Franquist, Deputy Director  
Arizona State Parks  
23751 N. 23<sup>rd</sup> Ave., Ste 190  
Phoenix, AZ 85085

