

**Consider Approval of a Lease for the Operation of the  
Yuma Quartermaster Depot State Historic Park**

**Background**

The Yuma Quartermaster Depot State Historic Park (Park), formerly named Yuma Crossing State Historic Park, is owned and operated by Arizona State Parks (ASP). The Park has operated under an IGA between the City of Yuma (City) and Board since 1996, with the City contributing certain funds for operating the park.

The City of Yuma approached Arizona State Parks with a proposal to operate the Yuma Quartermaster Depot in response to FY 2009 budget reductions. The City's offer was to lease the property from ASP and the City would operate the Park 7 days per week as their Welcome Center. The transaction will have two parts, an Intergovernmental Agreement (IGA) and a lease of real property.

**Key IGA components:**

- City recognizes Program of Preservation and Utilization
- Yuma Quartermaster Depot State Historic Park name will be retained
- 90-day transition period to allow for ASP to inventory equipment and exhibits
- City will provide operations and maintenance cost in lieu of rent
- City will provide partial funding for a uniformed presence
- Net profits from special events will be used for park improvements

**Key Lease components:**

- 3-year lease with two 3-year options to renew
- City and ASP will work together to secure funds for capital improvements
- Artifacts will be protected following standard museum practices
- Any party can elect to terminate the lease with 6 months' written notice

**Current Status**

ASP owns and presently manages the Park. ASP and the City recognize the importance of keeping the Park open to the public, and further recognize that the current budget constraints affecting the State of Arizona make it difficult for ASP to commit adequate funds to operate the Park. Through this lease the City is willing to take maintenance and operational responsibility of the Park for a period of time until ASP is able to improve its resources position to fund the Park.

To accomplish this, ASP proposes to lease the Park to the City for an initial term of 3 years, with options to renew for two additional 3-year periods.

**Staff Recommendation**

Staff recommends that the Arizona State Parks Board authorize the Executive Director, or designee, to enter into a lease with the City of Yuma for the operation of the Yuma Quartermaster Depot State Historic Park.

**Recommended Board Action**

I move that the Arizona State Parks Board authorize the Executive Director, or designee to enter into a lease with the City of Yuma for the operation of the Yuma Quartermaster Depot State Historic Park.



**INTERGOVERNMENTAL AGREEMENT**

Between  
Arizona State Parks Board  
and  
City of Yuma

ASP IGA Ref No. PR10-006 DRAFT

YFS Ref No. DRAFT

RE: Yuma Quartermaster Depot Lease

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Issued: August 20, 2009

**THIS INTERGOVERNMENTAL AGREEMENT (IGA)** shall replace and supersedes A.G. Contract No. PR05-083 dated December 16, 2004 and is made between the CITY OF YUMA (the "CITY"), a municipal corporation of the State of Arizona acting pursuant to its powers enumerated in Article III, Section 13, Yuma City Charter and A.R.S. § 11-952; and the ARIZONA STATE PARKS BOARD ("the "BOARD"), an agency of the State of Arizona acting pursuant to its powers enumerated in A.R.S. § 41-511.04 (A)(6).

**RECITALS:**

**WHEREAS**, Yuma Quartermaster Depot State Historic Park (PARK), formerly named Yuma Crossing State Historic Park, is owned and operated by the BOARD, and,

**WHEREAS**, the PARK has been operated under the IGA between the CITY and BOARD, dated the 1<sup>st</sup> of August 1996; and,

**WHEREAS**, the CITY and BOARD collaborated to complete the capital development plan for the Yuma Crossing State Historic Park and re-opened the PARK in 1997; and,

**WHEREAS**, under the IGA, the CITY and BOARD jointly developed a Riverfront Master Plan, incorporating both state-owned and city-owned properties; and,

**WHEREAS**, the CITY, with the concurrence of Arizona State Parks Staff and the BOARD, completed the "Yuma Riverfront Master Redevelopment Plan" ("PLAN"), which was adopted by Yuma City Council on December 10, 2001, and finalized through a development agreement with Clark-Lankford LLC on November 18, 2004 and as amended on April 18, 2008; and,

**WHEREAS**, the PLAN involved private financing and construction of a hotel/conference center and mixed-use development on a total of 22 acres of CITY land. The BOARD collaborated with CITY and the federal General Services Administration to facilitate the purchase by the CITY of approximately two acres of land. The CITY adopted Historic Design Guidelines consistent with the Program of Preservation and Utilization ("PROGRAM"), which are incorporated in the Quit Claim Deed of March 19, 1999 conveying the land upon which the PARK is located to Arizona State Parks from the federal government. Thereafter, the hotel/conference center was completed and opened in 2009; and

**WHEREAS**, the BOARD is the owner of, and has the authority to manage the PARK, and additionally has the responsibility pursuant to A.R.S. § 41-511.04 (A)(1) and (7) including the acquisition, planning, administration, management and development of state historic sites and a historic preservation program; and

**WHEREAS**, the CITY and the BOARD recognize the importance of keeping the PARK open to the public at this time, and further recognize that the current budget deficits of the State of Arizona make it difficult for the BOARD to commit adequate funds to operate the PARK. The CITY is willing to take maintenance and operational responsibility of the PARK for a period of time or until the BOARD to improves its resources position to fund the PARK,

**NOW, THEREFORE**, the parties agree as follows:

Section 1. Purpose: The BOARD shall lease the PARK to the CITY for an initial term not to exceed June 30, 20123, with options to renew for two additional two-year periods. The attached lease, Exhibit A *Lease Agreement Between the City of Yuma and the Arizona State Parks Board (Lease Agreement)*, shall be approved concurrent with the adoption of this IGA. It is anticipated that at such time as the BOARD believes it has

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sufficient funds to operate the PARK, the BOARD and CITY will work together to develop a separate Intergovernmental Agreement for operation of the PARK by the BOARD with the continued financial support from the CITY.

### Section 2. Additional Responsibilities of the CITY:

- A. The CITY recognizes that the Program of Preservation and Utilization contained in the Quit Claim Deed dated March 19, 1999 between the federal government and Arizona State Parks includes guidance and responsibilities pertaining to the operation of the PARK. The CITY assumes those responsibilities as a part of the lease terms and agrees to abide by the terms and conditions associated with said Quit Claim Deed.
- B. The PARK name shall remain as *Yuma Quartermaster Depot State Historic Park* and shall be referred to as such in all literature and signage. The CITY may add verbiage to the name such as "Operated by the CITY" or other such descriptive variant.

### Section 3. Term, Default, Termination, Disposal of Property:

- A. Term: The term of this IGA shall commence upon filing with the Secretary of State and continue until June 30, 20123, and may be extended for (2) additional two-year periods, upon sixty (60) calendar days written advance notice by either party prior to expiration, of the intent of a party to re-negotiate or not renew.
- B. Default: In the event that either party hereto is in default of its obligations hereunder, and such default shall continue un-remedied for a period of (30) calendar days after written notice thereof, the other party hereto (in addition to any other remedies existing at law or in equity) may elect, upon not less than (60) calendar days prior written notice, to terminate this IGA.
- C. Termination: This IGA may be terminated by either party upon six months written notice to the other party of its intention to terminate. Neither party shall incur new obligations under this IGA once notice of termination has been provided. Termination of this IGA shall also terminate the Lease Agreement referenced herein.
- D. Disposal of Property:
1. Permanent structures constructed on the PARK shall become the property of the BOARD upon the expiration or termination of this Lease Agreement.
  2. In the event of termination or expiration, any advanced funds not expended shall be returned to the advancing agency. All data, information, and any other work production already complete or uncompleted under the terms of this IGA for the advancing agency shall be returned within (90) calendar days from receipt of notice to terminate.
  3. All equipment purchased for the operation of the PARK with funds designated under this IGA shall become the property of the BOARD upon the expiration or termination of this Lease Agreement.



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### Section 4. Financial:

- A. In lieu of rent, the parties acknowledge that the CITY will provide for operation and maintenance costs of the PARK during the term of the Lease Agreement.
- B. The parties understand and agree that this IGA shall be deemed executory to the extent of monies appropriated and made available to the parties and no liability shall be incurred by either party beyond the monies available.
- C. Notwithstanding anything to the contrary, any party may elect to terminate this IGA, upon not less than six months prior written notice if, in its reasonable judgment, because of the inability to obtain the necessary appropriations or otherwise, the level of its available funding is not sufficient to support the PLAN or to carry out its respective obligations under this IGA.

### Section 5. Uniformed Presence of Arizona State Parks Rangers:

- A. In addition to the rent referenced in Section 4, the CITY will reimburse the BOARD the amount of \$11,250 per year for one quarter of the cost of one ASP ranger to be stationed at the PARK. The ranger will provide a public point of contact for Arizona State Parks and liaise with the Yuma Territorial State Historic Park and Arizona State Parks system in support of the operation of the PARK during the term of the Lease Agreement.

### Section 6. 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 certified return receipt mail or by recognized overnight courier or facsimile transmission, effective upon electronic transmission confirmation or electronic mail to the following:
  - 1. City of Yuma/City Administrator One City Plaza PO Box 13013 Yuma, Arizona 85366-3013, Fax: (928) 373-5012, Email: \_\_\_\_\_
  - 2. Arizona State Parks/Executive Director 1300 W. Washington Phoenix, Arizona 85007, Fax: (602) 542-4188, Email: rbahl@azstateparks.gov

The designation of the person to or upon whom any notice, demand or request is to be given or made or the address of such person may be changed at any time by notice given in the same manner as provided in this section for other notices.

### Section 7. General Terms and Conditions:

- A. Amendment: This IGA may be amended only in writing by the parties hereto. Amendments must be approved with the same formality as was this IGA.
- B. Prohibition of Discrimination: Neither party shall prohibit or restrict either directly or indirectly, or permit its employees, agents or contractors to prohibit or restrict, the use of any part of the land or facilities by any person because of such person's age, race, creed, color, sex, handicap or national origin.
- C. Illegal Immigration: The parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors", the provisions of which are hereby incorporated by reference.

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- D. No Partnership or Joint Venture: Nothing contained in this IGA shall be deemed or construed to create a partnership or joint venture between either party, and neither party shall be responsible in any way for the activities, debts, contracts, obligations or acts, negligent or otherwise, of the other, it being expressly agreed that this IGA is an agreement among two independent parties in which the identity of each party is maintained as it was prior to this IGA.
- E. Prohibition of Assignment: The respective rights under this IGA may not be assigned without the prior written consent of the parties hereto and any purported assignment without such consent shall be void and of no effect.
- F. Arizona Law: This IGA shall be governed by and construed in accordance with the laws of the State of Arizona.
- G. Records: Pursuant to A.R.S. §§ 35-214, all books, accounts, reports, files and other records relating to this IGA shall be subject at all reasonable times to inspection by the State of Arizona for five years after the completion of this IGA. Such records shall be reproduced as designated by the State of Arizona.
- H. Arbitration: The parties agree to use arbitration to resolve disputes arising out of this IGA to the extent required by A.R.S. § 12-1518.
- I. Governor's Cancellation: All parties are put on notice that this IGA is subject to cancellation pursuant to A.R.S. § 38-511.
- J. Indemnification: Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "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 which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, BOARD, is self insured per A.R.S. 41-621.

