



Katie Hobbs
Governor

ARIZONA STATE PARKS & TRAILS

Bob Broscheid
Executive Director



**STATE OF ARIZONA PARKS BOARD
1110 W. WASHINGTON STREET, SUITE 100
Phoenix, Arizona 85007**

AGREEMENT

THIS AGREEMENT ("Agreement") is made between **SAN BERNARDINO COUNTY BOARD OF SUPERVISORS**, represented by the San Bernardino County Sheriff/Coroner/Public Administrator, hereinafter ("San Bernardino"), and the **ARIZONA STATE PARKS BOARD** ("ASPB"), 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

A. ARIZONA STATE PARKS BOARD:

- i. A.R.S. § 41-511.03 requires the ASPB 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) requires the ASPB to manage, develop and operate State Parks.
- iii. A.R.S. § 41-511.04 (A) (6) authorizes the ASPB to enter into agreements with the United States, other state and local governments to develop and protect State Parks.
- iv. A.R.S. § 41-511.05 (2) authorizes the ASPB to enter into contracts and agreements to perform its duties.
- v. A.R.S. § 41-511.09 authorizes the ASPB to appoint its officers or employees as a park ranger law enforcement officer.

B. San Bernardino:

- i. California Code, Government Code - GOV § 25212 authorizes San Bernardino to exercise all rights and powers, expressed and implied, necessary to carry out the purposes and intent of this chapter.
- ii. California Code, Government Code - GOV § 25212 (b) authorizes San Bernardino to occupy any real or personal property within or outside the county service area, and to create a leasehold interest in that property for the benefit of the county service area.
- iii. California Code, Government Code - GOV § 25212 (f) authorizes San Bernardino to enter into and perform all contracts.



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II. RECITALS:

- A. Whereas, ASPB has constructed a facility located at 1801 Hwy 95, Lake Havasu City, AZ 86403, known as the Water Safety and Information Center, hereinafter CENTER, at Contact Point, as depicted on "Exhibit 1 – WSC Map"; and
- B. Various governmental agencies with Lake Havasu jurisdiction, including ASPB and San Bernardino, have teamed together in an effort to provide a coordinated, cost-effective approach to resource management on Lake Havasu in lieu of each agency operating independently; and
- C. San Bernardino desires to occupy and utilize certain areas of the CENTER as a base for its activities in support of its jurisdictional responsibilities for the Lake Havasu area; and
- D. The ASPB is willing to provide space in the CENTER to be utilized by San Bernardino to perform these activities; and
- E. Both parties wish to agree on the areas of the CENTER to be utilized by San Bernardino; and the method to be utilized for sharing the operating costs related to such usage; and
- F. The purpose of the CENTER is to provide a central location from which coordinated boating safety, education, information, and law enforcement activities can be offered by various governmental agencies with Lake Havasu jurisdiction; and
- G. The overall resource management objectives for the CENTER include:
 - 1. Provides secure, convenient berthing for multi-agency watercraft on Lake Havasu for immediate availability in enforcement or emergency responses; and
 - 2. Provides a dedicated site for launching and retrieval of multi-agency watercraft, especially needed during peak activity periods when public launch ramps are congested; and
 - 3. Provides secure dry storage for impounded watercraft, as well as for multi-agency tools, vehicles, watercraft, equipment and supplies utilized in support of Lake Havasu jurisdictional responsibilities; and
 - 4. Provides facilities for boating safety enforcement training for multi-agency personnel, and boating safety training; and
 - 5. Provides space for warehousing, repairing and maintaining multi-agency navigational aids.

NOW, THEREFORE, in consideration of the mutual covenants herein stated, it is mutually agreed as follows:



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III. RESPONSIBILITIES

A. ASPB RESPONSIBILITIES

ASPB shall:

1. Provide and pay for labor, materials, and any other items required to conduct all preventative maintenance, servicing, and repairs for the CENTER. This does not include routine cleaning of the workspace.
2. Arrange for, provide, and pay for all utilities and utility hookups, and utility service for the Water Safety Center.
3. Arrange for and provide for only its own telephone and radio equipment and services.
4. Provide appropriate furnishings for all common use areas.
5. Develop a written Management Plan for the day-to-day administration of the CENTER. A copy of the "Attachment A – ASPB Management Plan shall be provided to each government agency occupying the CENTER. This document is a living document and shall include, but is not limited to:
 - a. Mission of the CENTER;
 - b. Policy for distribution of keys;
 - c. Other relevant policies and procedures not inconsistent with Federal regulation or State law.
6. Maintain San Bernardino areas referenced in this Agreement in the same or better condition.

B. SAN BERNARDINO RESPONSIBILITIES

San Bernardino shall:

1. Arrange for and provide its own telephone and radio equipment and services.
2. Maintain the area it occupies or uses in a clean, sanitary and orderly manner.
3. Comply with policies and procedures set forth in the Management Plan developed by ASPB for administration of the CENTER in "Attachment A – ASPB Management Plan".
4. Pay ASPB for use of the facility quarterly as specified in Section G. See Cost Provisions below.
5. Assume responsibility for any damage caused to San Bernardino areas while such areas are being maintained by ASPB, as referenced in part 6 of subsection A above and in Section IV below.



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IV. SPACE ALLOCATION

A. Exclusive Use Areas

1. San Bernardino may exclusively use the following areas on the premises:
 - i. 512 square feet of dedicated office space and storage space in the Water Safety Center building as specified on "Exhibit 2 – Water Safety Center (WSC) Building".
 - ii. 3 Tier I reserved boat slips and 3 Tier II reserved boat slips: Slip 9, Slip 11, Slip 12, Slip 13, Slip 20, and Slip 23, as specified on "Exhibit 3 – Boat Slips".
2. Access to the following:
 - i. 10 dry storage lot reserved spaces;
 - ii. up to four 4 priority first-come, first served spots;
 - iii. 6 gate remote controls;
 - iv. outdoor water access and ramp use;
 - v. impound lot.

B. Common Use Areas

1. San Bernardino may have access to the common areas, which are equally available to all occupants of the Water Safety Center:
 - i. Rest rooms;
 - ii. open work tables inside building with power access and minimal amenities;
 - iii. shared workspace in the Water Safety Center building as "Exhibit 2 – WSC building";
 - iv. unreserved parking spaces in agency parking lot.

V. OPERATING COST

Operating costs of the Water Safety Center building, Boat Slips, and grounds are contained in Section VIII – Cost Provisions, herein. The costs shall include:

- A. Utilities, including electric, water, and sewer
- B. Trash removal and recycling services
- C. Pest control services
- D. Landscape maintenance services
- E. Routine maintenance and repair. (Major structural or capital improvement repairs are excluded, unless specifically agreed to by contract amendment.)

VI. STRUCTURAL CHANGES

- A. All structural improvements or modifications desired and made to the premises by San Bernardino shall be subject to prior written approval by ASPB and shall be considered



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permanent in nature. ASPB shall not be obligated to make any alterations, additions or betterments to the premises.

- B. Any permanent improvements shall become the property of ASPB at its discretion. At the expiration or termination of this Agreement, San Bernardino agrees to remove any permanent improvements if required by ASPB, and to restore the area to its original condition within sixty (60) days of the date of termination. Upon vacating the premises, San Bernardino will leave no area in a hazardous or unsafe condition.

VII. RESERVATION OF RIGHTS

- A. The ASPB may reallocate space at the CENTER based on changed circumstances when deemed to be in the best interest of ASPB and/or the public. Prior to its exercise of any such right, the ASPB will consult and cooperate with San Bernardino for the purpose of eliminating or minimizing conflict with improvements and operations of San Bernardino to the extent consistent with the best interests of ASPB and/or the public. However, ASPB will provide San Bernardino no less than thirty (30) days written notice if a space reallocation is deemed necessary, unless an emergency situation exists.

In the event of any space reallocation conducted under the terms of this paragraph, ASPB agrees to simultaneously review the proportionate cost of San Bernardino and revise, in accordance with Paragraph XIII (A.) – General Terms and Conditions, Amendments, of this Agreement. Agreement to amend the cost percentage shall not be unreasonably withheld.

- B. The ASPB shall have the right to enter the premises exclusively occupied by San Bernardino for any purpose it deems reasonable for the administration of the CENTER upon one (1) hour notice. Under emergency conditions, no notice is required for entry to San Bernardino space.
- C. The on-site representative of ASPB in regard to the administration of this Agreement shall be the Lake Havasu State Park Manager for Operations, or the delegated representative.

VIII. COST PROVISIONS

- A. ASPB shall issue quarterly invoices, and San Bernardino shall make quarterly payments which includes the cost identified in Section V. Operating Cost, to ASPB in the amount of \$3,750. Payments shall be issued within 60 days of the following quarter end dates: March 31st, June 30th, September 30th, and December 31st.

Mail Invoices to:	Remit Payments to:
San Bernardino County Sheriff's Department Bureau of Administration – Accounts Payable 655 E. 3rd Street San Bernardino, CA 92415-0061 Or email to: BofA-AccountsPayable@sbcasd.org	Arizona State Parks & Trails Attn: Fiscal Services 1110 W. Washington Street, Suite 100 Phoenix, AZ 85007



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- B. In subsequent contract years both parties reserve the right to propose annual adjustments to the cost provisions amount based on San Bernardino's use of the CENTER. Such amendments shall be made effective by mutual agreement of the parties in accordance with Paragraph XIII (A.) – General Terms and Conditions, Amendments. An agreement to modify the cost provisions amount shall not be unreasonably withheld.



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IX. TERM OF AGREEMENT

This Agreement is entered into and is effective on May 1, 2025, and shall continue until December 31, 2028, unless earlier canceled or terminated in accordance with the terms of this Agreement. This Agreement may be extended for four additional three-year periods, upon written advance notice by either Party, prior to expiration and upon the written concurrence of the other Party. Provided however, in no event shall the term of this Agreement extend beyond August 7, 2039, the current termination date of the BLM R&PP Lease No. AZA- 29060.

X. TERMINATION

- A. Termination. This Agreement may be terminated by either party upon sixty (60) days' written notice to the other party.
- B. Disposal of Property. San Bernardino shall, within sixty (60) days of the date of termination, remove from said premises or otherwise dispose of, in accordance with all federal, state, and local regulations, all personal property belonging to San Bernardino located on said premises. If San Bernardino fails to remove or dispose of its property within five (5) days after the date on which removal is required, ASPB may consider such property abandoned and it may become the property of ASPB or be otherwise disposed of.
- C. Costs. If this Agreement is terminated, San Bernardino shall pay its share of occupancy of the CENTER for the percentage of the year that San Bernardino actually occupied the CENTER.
- D. Default. In the event that either party is in default of its obligations under this Agreement, and such default shall continue un-remedied for a period of 30-calendar days after written notice thereof, the other party may, in addition to any other remedies existing at law or in equity, and upon not less than sixty (60) calendar days prior written notice, terminate this Agreement.



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XI. NOTICES

All notices or demands upon either party hereto by the other shall be in writing and shall be delivered to the person/office holder as follows:

ARIZONA STATE PARKS BOARD

Eleda Greenfield

Chief Contracts Officer
Arizona State Parks & Trails
1110 W. Washington Street, Suite 100
Phoenix, AZ 85007

Daniel Roddy

Western Region Manager
Lake Havasu State Park
475 London Bridge Road
Lake Havasu City, AZ 86403

SAN BERNARDINO

Travis Vessells

Sergeant
San Bernardino County Sheriff's Department
655 E. 3rd Street
San Bernardino, CA 92415

Jacob Gault

Captain
San Bernardino County Sheriff's Department
655 E. 3rd Street
San Bernardino, CA 92415

Copy To
Bureau of Administration – Contracts Unit
San Bernardino County Sheriff's Department
655 E. 3rd Street
San Bernardino, CA 92415

XII. MISCELLANEOUS PROVISIONS

A. Proper Usage of Premises:

1. The subject premises may be used by San Bernardino for office and storage space. No use is authorized whereby a commercial venture or gain is undertaken by San Bernardino or its agents.
2. No semi-permanent or permanent living quarters shall be established on the subject premises by San Bernardino or its agents. No continuous overnight use of the premises may be made which exceeds a two-week period without the prior written approval of the ASPB.



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B. Assignment:

No transfer or assignment by San Bernardino of this Agreement or any part thereof, or interest therein, directly or indirectly, shall be made.

XIII. GENERAL TERMS AND CONDITIONS

- A. Amendment: Modifications of this Agreement may be made by mutual consent of the Parties, only in writing, signed and dated by both parties, prior to performing any changes. Neither entity is obligated to fund any changes not approved in accordance with this paragraph.
- B. Applicable Law - In accordance with ARS § 41-250 l, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
- C. Non-Discrimination - In accordance with ARS § 41-1461, et. seq., and Executive Order 2023-01, the Parties shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability.
- D. Audit - In accordance with A.R.S. § 35-214, the Parties shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Parties shall produce the original of any or all such records.
- E. Arbitration - In accordance with ARS § 12-1518, the Parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- F. 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 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, (State Agency) is self-insured per A.R.S. 41-621.

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



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To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the San Bernardino and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, , 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 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. 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.

- G. Electronic Submittal: All parties to this Agreement acknowledge that signatures by electronic means are acceptable and legally binding.
- H. Counterparts: 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.
- I. Severability: Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- J. Insurance: The State of Arizona, Arizona State Parks is self-insured pursuant to A.R.S. §41-621.
- K. Non-Availability of Funds - In accordance with A.R.S. § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.



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- L. Conflict of Interest - In accordance with A.R.S. § 38-511, the State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
 - M. E-Verify - In accordance with ARS § 41-4401, the Parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
 - N. Limitations. Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the Parties.
 - O. Other Agreements. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations and individuals.
 - P. Compliance. All work done pursuant to this Agreement shall be performed in compliance with all applicable state and federal laws and regulations.



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IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

SAN BERNARDINO COUNTY BOARD SUPERVISORS

ARIZONA STATE PARKS BOARD

Signature of Authorized Individual

Signature of Authorized Individual

Dawn Rowe

Name

Name

Chair, Board of Supervisors

Title

Title

Date

Date



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Attachment A

ASPB Management Plan Water Safety Center

This Management Plan is for the day-to-day administration of the CENTER. A copy of the Management Plan shall be provided to each government agency occupying the CENTER. This document is a living document and will be updated periodically.

OBJECTIVES

1. To provide secure and convenient berthing for multi-agency watercraft on Lake Havasu for immediate availability in enforcement or emergency responses; and
2. To provide a dedicated site for launching and retrieval of multi-agency watercraft, especially needed during peak activity periods when public launch ramps are congested; and
3. To provide secure dry storage for impounded watercraft, as well as for multi-agency tools, vehicles, watercraft, equipment and supplies utilized in support of Lake Havasu jurisdictional responsibilities; and
4. Provides facilities for boating safety enforcement training for multi-agency personnel, and boating safety training; and
5. Provides space for warehousing, repairing and maintaining multi-agency navigational aids.

MANAGEMENT & OPERATIONS

Any questions or concerns not covered in this document should be directed to the ASPT Western Region Manager (WRM - Property Manager). The current contact in that position is Dan Roddy, drodgy@azstateparks.gov, (602) 620-5825. In the absence of the WRM, contact Lake Havasu State Park Manager. The current contact is Pete Kessler, pkessler@azstateparks.gov, (480) 640-2035.

1. Introduction
 - a. Building hours, facility access and access codes
2. Stakeholder Panel
 - a. Four people will serve as a coordinating group to monitor and make requests to the designated Property Manager when needed.
 - b. ASPT, MCSO, and SBCSO will each have one representative on the panel.
 - c. The fourth panel member will be selected from the remaining agencies holding active agreements for use and participation at the WSC.
 - d. The Property Manager will provide a tie breaking vote for the panel.



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- e. All spending decisions above \$1,500 will require approval from the Property Manager and adherence to State of Arizona Procurement guidelines.
- 3. Routine Property Maintenance
 - a. All partner agencies are expected to provide janitorial and cleaning services for their areas consistent with reasonable landlord tenant expectations.
 - b. All disposable items will be paid for by occupant agencies.
 - c. Property Manager will provide for replacement of built-in items and building components.
 - d. An exception will be made for items installed by occupant agencies that are not considered building necessities (i.e. ice machines).
- 4. Financial Reporting and Shared Expenses
 - a. Expense Tracking for ASPT and Partner Agencies.
 - b. Reporting Timetable.



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EXHIBIT 1





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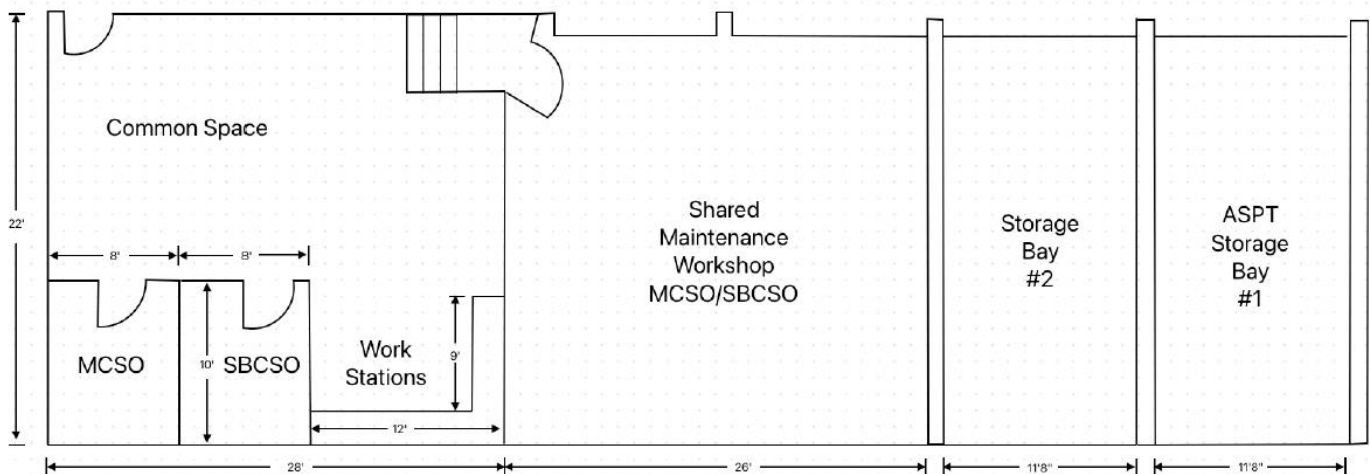
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EXHIBIT 2

WSC Building

Prepared By Gabe Gomez 1/16/2025





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EXHIBIT 3

