

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

25-854

SAP Number

ORIGINAL

Real Estate Services Department

Table with 2 columns: Department Contract Representative, Telephone Number, Contractor, Contractor Representative, Telephone Number, Contract Term, Original Contract Amount, Amendment Amount, Total Contract Amount, Cost Center, GRC/PROJ/JOB No., Internal Order No., Grant Number (if applicable). Values include Terry W. Thompson, Director, (909) 387-5000, Arizona State Park Board, Eleda Greenfield, (480) 313-5406, 2/1/2020 - 12/31/2028, \$0, \$69,415, 4430001000, 33002779.

Briefly describe the general nature of the contract: This three-year, eight-month inter-governmental agreement with the Arizona State Parks Board is for three (3) Tier I reserved boat slips and three (3) Tier II reserved boat slips, 512 square feet of dedicated office space and storage space located within the Lake Havasu State Park Water Safety and Information Center in Lake Havasu City from May 1, 2025 through December 31, 2028 in the amount of \$55,000, plus \$14,415 for a permitted month-to-month holdover period of February 1, 2020 through April 30, 2025 for the stated term.

FOR COUNTY USE ONLY

Approved as to Legal Form

John Tubbs II, Deputy County Counsel

Date 10-27-2025

Reviewed for Contract Compliance

Signature line

Date

Reviewed/Approved by Department

John Gomez, Real Property Manager, RESD

Date 10/27/25



Katie Hobbs
Governor

ARIZONA STATE PARKS & TRAILS

Bob Broscheid
Executive Director



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 I, 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 "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 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. 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

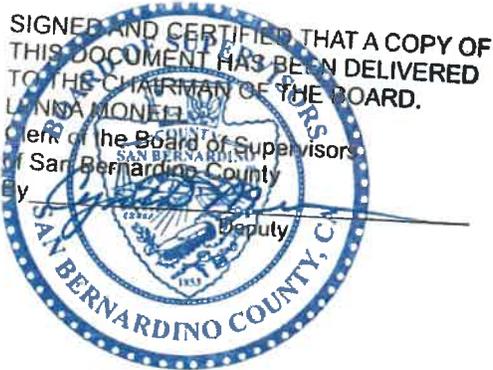
Bob Broscheid
Name

Chair, Board of Supervisors
Title

Executive Director
Title

NOV 04 2025
Date

November 17, 2025
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, droddy@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.



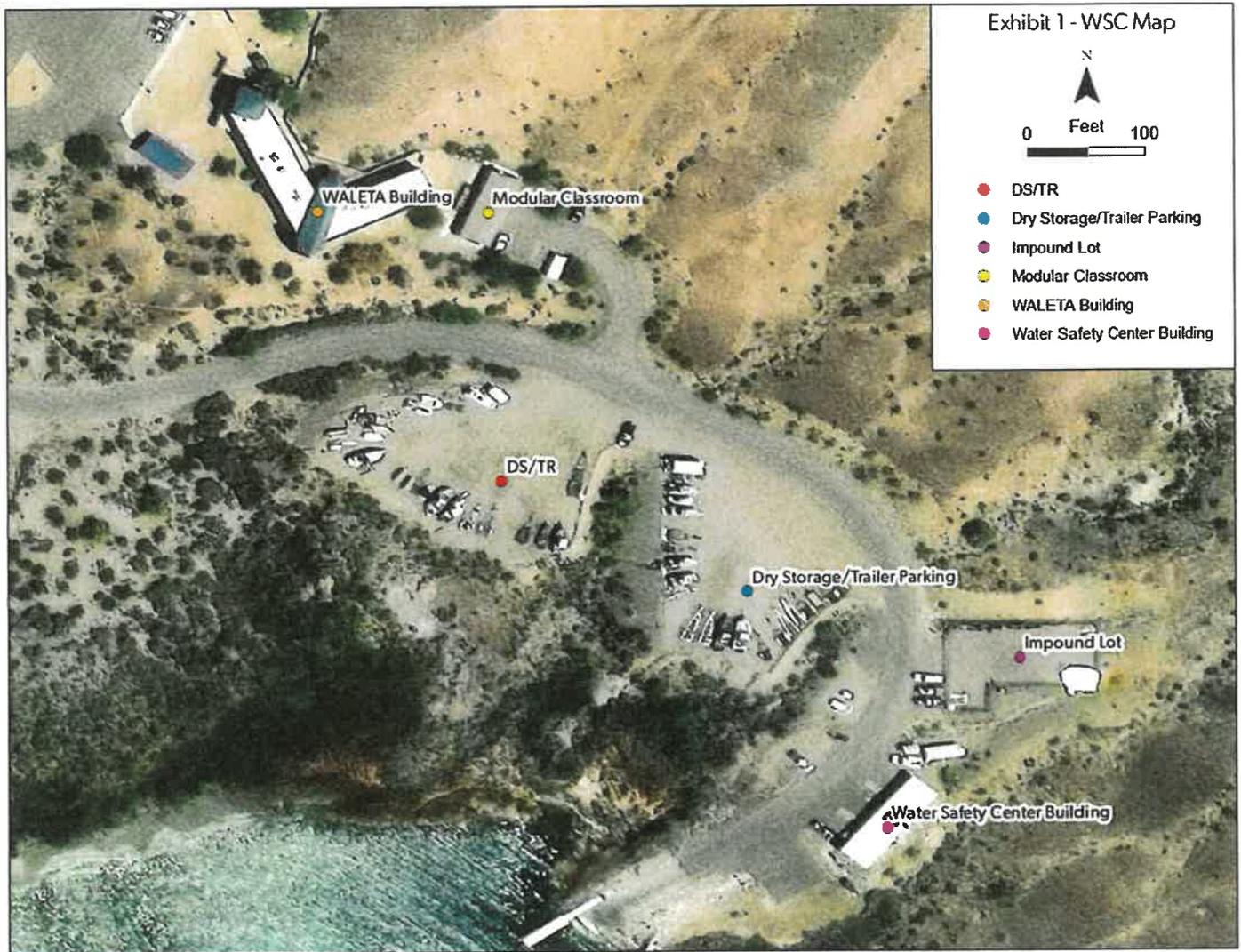
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EXHIBIT 1





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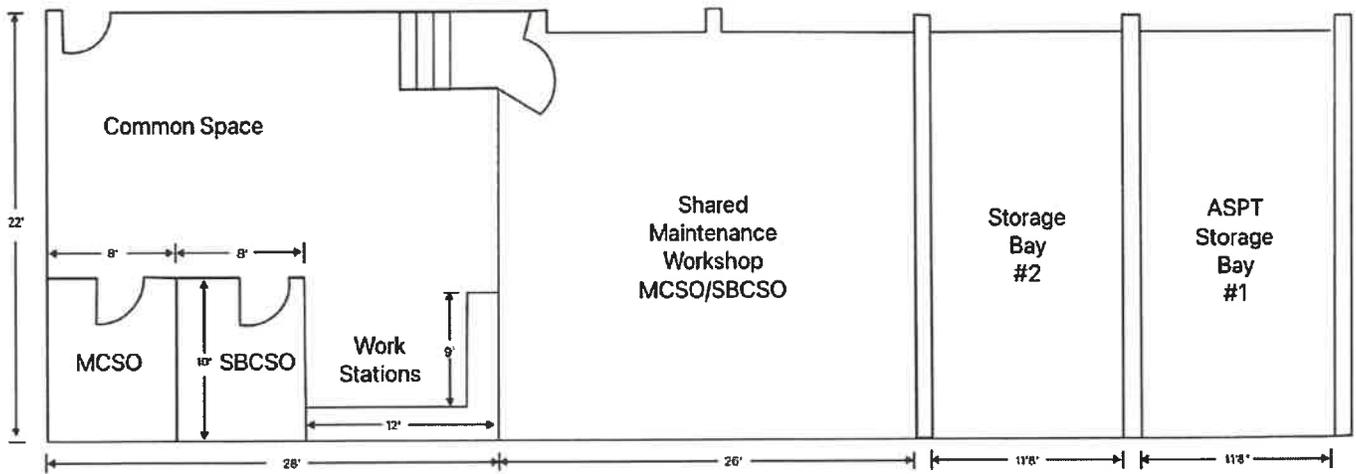
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Executive Director



EXHIBIT 2

WSC Building

Prepared By: David E. Brown 5/17/2025





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EXHIBIT 3

