



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 **LAKE HAVASU CITY, including Lake Havasu City Police Department and Lake Havasu City Fire Department** ("CITY") 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) requires the ASPB to enter into agreements with the United States and 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 Agreements to perform its duties.
- v. A.R.S. § 41-511.09 authorizes the ASPB to appoint its officers or employees as park ranger law enforcement officers.

B. LAKE HAVASU CITY:

- i. A.R.S. § 9-240(B)(12) authorizes the CITY to appoint police and prescribe their powers and duties;
- ii. A.R.S. § 9-240(B)(1) authorizes the CITY to lease necessary buildings for the CITY's purposes;
- iii. A.R.S. § 41-1781 authorizes certification of law enforcement training and education programs and instructors, and permits required training to be obtained at existing state and local governmental training institutions.



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II. RECITALS:

- A. The 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"; and
- B. Various governmental agencies with Lake Havasu jurisdiction, including ASPB and CITY, 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. 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 to the public by various governmental agencies with Lake Havasu jurisdiction; and
- D. The CITY 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
- E. The ASPB is willing to provide space in the CENTER to be utilized by CITY to perform these activities; and
- F. Both parties wish to agree on the areas of the CENTER to be utilized by CITY, and the method to be utilized for sharing the operating costs related to such usage; 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 for the public; 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 labor, materials, and any other items required to conduct all maintenance, servicing, repairs, and maintenance cleanup for the CENTER.
2. Arrange for and provide 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 Management Plan shall be provided to each government agency occupying the CENTER. This document is a living document and shall include, but not limited to:
 - a. Mission of the CENTER
 - b. Days and hours building will be open for public access
 - c. Policy for accessing the building during non-public hours
 - d. Policy for distribution of keys
 - e. Other relevant policies and procedures not inconsistent with Federal regulation or State law
6. Maintain CITY areas referenced in this Agreement in the same or better condition.

B. CITY RESPONSIBILITIES

CITY 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 Share Provisions below.
5. Assume responsibility for any damage to areas outlined in Section IV(C) below.



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IV. SPACE ALLOCATION

A. Exclusive Use Areas

1. **CITY Police Department** may exclusively use the following areas on the premises:
 - i. 1 Tier I reserved boat slip and 2 Tier II reserved boat slip: Slip 24, 17 and Slip 18, as specified on “Exhibit 3 – Boat Slips”.
2. Access to the following:
 - i. 4 dry storage lot reserved spaces;
 - ii. up to two (2) priority first-come, first served spots;
 - iii. 2 gate remote controls;
 - iv. outdoor water access and ramp use;
 - v. impound lot.

B. Exclusive Use Areas

1. **CITY Fire Department** may exclusively use the following areas on the premises:
 - i. 2 specialized Tier I reserved boat slips: Slip 15 and Slip 25, as specified on “Exhibit 3 – Boat Slips”.
2. Access to the following:
 - i. 2 dry storage lot reserved spaces;
 - ii. up to two (2) priority first-come, first served spots;
 - iii. 2 gate remote controls;
 - iv. outdoor water access and ramp use;
 - v. impound lot.

C. Common Use Areas

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

V. OPERATING COST

Operating costs of the CENTER building, Boat Slips, and grounds will be a shared responsibility of all agencies. Cost Sharing Provisions are contained in Section VIII – Cost Share Provisions, herein. Operating costs of the CENTER are to be shared by occupying agencies. Cost shall include:

- A. Utilities, including electric, water, and sewer
- B. Trash removal and recycling services
- C. Janitorial and pest control services
- D. Landscape maintenance services
- E. Routine maintenance and repair. (Major structural or capital improvement repairs are



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excluded, unless specifically agreed to by contract amendment).

VI. STRUCTURAL CHANGES

- A. All structural improvements or modifications desired and made to the premises by CITY shall be subject to prior written approval by ASPB and shall be considered 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, CITY agrees to remove any permanent improvements if required by the ASPB, and to restore the area to its original condition within sixty (60) days of the date of termination. Upon vacating the premises, CITY will leave no area in a hazardous or unsafe condition.

VII. RESERVATION OF RIGHTS

- A. The ASPB may re-allocate 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 CITY for the purpose of eliminating or minimizing conflict with improvements and operations of CITY to the extent consistent with the best interests of ASPB and/or the public. However, ASPB will provide CITY no less than thirty (30) days written notice if a space re-allocation 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 fee charged to CITY and revise, in accordance with Paragraph XIII (A.) – General Terms and Conditions, Amendments, of this Agreement. Agreement to amend the cost share percentage shall not be unreasonably withheld.

- B. The ASPB shall have the right to enter the premises exclusively occupied by CITY 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 CITY 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 SHARE PROVISIONS

- A. The PARTIES hereto agree to share the operating costs of the CENTER.
- B. CITY shall issue quarterly payments which includes the cost identified in section V. Operating Cost, for the Police Department, to ASPB in the amount of \$500. Payments shall be issued within 15 days of the following quarter end dates: March 31st, June 30th, September 30th, and December 31st.



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- C. **CITY** shall issue quarterly payments which includes the cost identified in section V. Operating Cost, for the Fire Department, to ASPB in the amount of \$625. Payments shall be issued within 15 days of the following quarter end dates: March 31st, June 30th, September 30th, and December 31st.
- D. In subsequent contract years both **PARTIES** reserve the right to propose annual adjustments to the cost share amount based on **CITY**'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. Agreement to modify the cost share amount shall not be unreasonably withheld.

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 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 of that intent to the other **PARTY**.
- B. Disposal of Property. **CITY** 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 **CITY** located on said premises. If **CITY** 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, **CITY** shall pay its share of occupancy of the **CENTER** for the percentage of the year that **CITY** 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
Phone: (480) 313-5406
Email: EGreenfield@azstateparks.gov

Daniel Roddy

Western Region Manager
Lake Havasu State Park
475 London Bridge Road
Lake Havasu City, AZ 86403
Phone: (602) 620-5825
Email: droddy@azstateparks.gov

LAKE HAVASU CITY

Attention: City Attorney
2330 McCulloch Blvd. N.
Lake Havasu City, AZ 86403
Phone: (928) 230-2090
Email: civil@lhcaz.gov

LAKE HAVASU CITY POLICE DEPARTMENT

Troy Stirling

Police Chief
Lake Havasu City Police Department
2360 McCulloch Blvd. N.
Lake Havasu City, AZ. 86403
Phone: (928) 680-5452
Email: stirlingt@lhcaz.gov

LAKE HAVASU CITY FIRE DEPARTMENT

Peter Pilafas

Fire Chief
Lake Havasu City Fire Department
2330 McCulloch Blvd. N.
Lake Havasu City, AZ. 86403
Phone: (928) 854-4257
Email: pilafasp@lhcaz.gov



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XII. MISCELLANEOUS PROVISIONS

A. Proper Usage of Premises:

1. The subject premises may be used by CITY for office and storage space. No use is authorized whereby a commercial venture or gain is undertaken by CITY or its agents.
2. No semi-permanent or permanent living quarters shall be established on the subject premises by CITY 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.

B. Assignment:

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

XIII. GENERAL TERMS AND CONDITIONS

- A. Amendments: 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 § 41-2501, et seq, and AAC R2-7-101, et seq, this Agreement 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, PARTIES shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the CITY 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 Agreement through arbitration, after exhausting applicable



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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 CITY utilize a contractor(s) and subcontractor(s) the indemnification clause between CITY and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless CITY 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.



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- 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 ARS § 35-154, every payment obligation of the State under the Agreement 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 Agreement, this Agreement 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.
- L. Conflict of Interest - In accordance with A.R.S. § 38-511, the either PARTY may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.
- 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.

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

LAKE HAVASU CITY

ARIZONA STATE PARKS BOARD

Signature of Authorized Individual

Signature of Authorized Individual

Name:

Name:

Title:

Title:

Date:

Date:
