



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** ("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:

1. 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.
2. A.R.S. § 41-511.04 (A) (2) requires the ASPB to manage, develop and operate State Parks.
3. 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.
4. A.R.S. § 41-511.05 (2) authorizes the ASPB to enter into Agreements to perform its duties.
5. 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:

1. A.R.S. § 9-240(B)(12) authorizes the CITY to appoint police and prescribe their powers and duties;
2. A.R.S. § 9-240(B)(1) authorizes the CITY to lease necessary buildings for the CITY's purposes;
3. 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. PURPOSE:

To create a cooperative partnership for the purpose of conducting the Western Arizona Law Enforcement Training Academy (WALETA), located at 1801 Highway 95 South, Lake Havasu City, AZ 86406. The areas and facilities within the Contact Point complex that are allowable for usage by the CITY in conducting the WALETA are hereinafter referred to as the "TRAINING FACILITY", described per Section III (B)(10) below.

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

III. RESPONSIBILITIES:

A. ASPB RESPONSIBILITIES

ASPB shall:

1. Provide a liaison for the coordination of the TRAINING FACILITY for the WALETA.
2. Except for the one office within the Main Building presently occupied by and reserved primarily for use by the ASPB, provide the TRAINING FACILITY to the CITY as the location for conducting the WALETA, for a period of five years from the effective date of this Agreement.
3. Assume no responsibility for losses of personal property as related to participants of the WALETA.
4. For non-routine repairs to the TRAINING FACILITY including, but not limited to, roofing, plumbing, and electrical. This does not include repairs as related to construction works by the CITY.

B. CITY RESPONSIBILITIES

CITY shall:

1. Oversee the routine operations of the WALETA and the TRAINING FACILITY.
2. Assign AZPOST certified employees to the WALETA, specifically an Academy Commander to oversee WALETA operations and, as necessary, training officers and instructors.
3. Provide financial services and accounting for the WALETA through its Administrative Services Department.



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- 3.1. Maintain required accounting records for any state and federal funds received for the benefit of the WALETA consistent with current state and federal requirements.
- 3.2. Provide finance and accounting services to the WALETA in the same manner provided to its own departments.
4. Bear all costs of the operations of the WALETA, except as otherwise stated herein, through support by AZPOST, fees paid by other agencies utilizing the WALETA or other means as required or budgeted by the CITY.
5. CITY Funded Construction Projects at the TRAINING FACILITY. The following are the procedures for projects funded by CITY:
 - 5.1. All construction project development activity at the TRAINING FACILITY shall be contracted and procured by the CITY in conformance with current CITY procedures. All construction must comply with the Registrar of Contractors Statutes and Rules.
 - 5.2. In cooperation with the ASPB's Chief of Development (COD), the CITY shall create and provide a detailed scope of work, with plans and specifications sealed by an Arizona Registered Architect or Engineer, for any facilities to be constructed, renovated or replaced at the TRAINING FACILITY. These plans and specifications shall be approved by the COD prior to commencement of any work. This approval is for scope, type, quantity and location only. The CITY is responsible for design and code compliance including the State Fire Marshall. The COD shall have adequate time to review for approval. Upon completion of each project, the CITY shall submit to the COD, a sealed copy of As-Built Drawings on CD or DVD or other current and mutually agreed upon media.
 - 5.3. Prior to construction, the CITY shall receive written approval of said Scope of Work and plans and specifications from the COD. Construction or refurbishing shall not commence prior to receiving said approval from the COD.
6. Pay the monthly invoice(s) for 100% of all utilities for the TRAINING FACILITY, costs of installation of separate metering for those utilities, and invoices for communication lines. Copies of utility invoices that are separately metered and are billed directly to the CITY along with documentation of payment shall be provided at least quarterly to:

Arizona State Parks & Trails
Attn: Fiscal Services
1110 W. Washington Street, Suite 100
Phoenix, AZ 85007

7. Provide classroom, office furnishings and dorm room furniture and accessories for the WALETA students and staff.



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8. STUDENTS SHALL NOT BE PERMITTED TO POSSESS LOADED FIREARMS WHILE ON ASPB PROPERTY.
 9. Make available to the ASPB, and to other law enforcement agencies having WSC occupancy agreements with the ASPB, upon 48-hour minimum advance notification to the CITY of a scheduling request, and as the pace of the WALETA's activities allow, a classroom at the TRAINING FACILITY during evenings, weekends or other appropriate times, for conducting water safety instruction, meetings, etc. The Training Room located within the Main Building may be designated by the CITY as an ineligible space for use by others for this purpose.
 10. The TRAINING FACILITY areas designated for use by the CITY in conducting the WALETA consists of the following portions of the complex:
 - 10.1. The structure referred to as the Main Building and exterior grounds in close proximity, except for the space(s) specifically designated in this Agreement as reserved for primary use by ASPB;
 - 10.2. The Restroom Building adjacent to the Main Building and next to the main public parking lot;
 - 10.3. The premanufactured structure installed by the CITY between the Main Building and ASPB's agency parking lot, hereinafter referred to as the Training Expansion.
 - 10.4. The open field configured as an obstacle course and running track, and used for physical training by cadets, located between the Main Building grounds and the main highway, hereinafter referred to as the PT FIELD.
 - C. ASPB and CITY Funded Construction Projects at the TRAINING FACILITY. The following are the procedures for projects jointly funded by the ASPB and the CITY:
 1. **CONSTRUCTION IMPROVEMENTS.** The CITY and the ASPB recognize that portions of the TRAINING FACILITY require non-routine maintenance, repair or replacement. To the extent possible, the CITY and the ASPB will work together to secure funds for these construction improvements. Construction improvement projects include any construction, renovation, repair or replacement of any facilities at the complex.
 - 1.1. The CITY shall provide project management services to complete design and construction of improvement projects agreed to by the PARTIES.
 - 1.2. All construction improvement projects at the complex shall be contracted and procured by the CITY in conformance with current CITY procedures. All construction must comply with the Registrar of Contractors Statutes and Rules.
 - 1.3. The CITY shall create and provide a detailed scope of work, with plans and specifications sealed by an Arizona Registered Architect or Engineer, for any construction improvement projects, and shall provide this scope of work, including the plans and specifications, to the ASPB's Chief of Development (COD).
 - 1.4. Prior to beginning any construction, the CITY shall receive written approval of said Scope of Work and plans and specifications, from the ASPB's COD. This approval is for scope, type, quantity and location only. The CITY is responsible



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for design and code compliance including the State Fire Marshall. The COD shall have adequate time to review for approval. Upon completion of each project, the CITY shall submit to the COD, a sealed copy of As-Built Drawings on CD or DVD or other current and mutually agreed upon media.

- 1.5. The CITY shall provide the ASPB's COD with a detailed schedule of progress for said project(s).
- 1.6. Provided funds are available for miscellaneous small maintenance and/or construction improvement projects agreed upon by the Parties to this Agreement, the ASPB will provide up to \$25,000 for said projects during the term of this Agreement. Small projects requested by the CITY, such as paint and other custom items, will be funded by the CITY.
- 1.7. Permanent structures constructed on the TRAINING FACILITY shall become the property of the ASPB upon the expiration or termination of this Agreement.

2. MAINTENANCE:

- 2.1. The CITY agrees it will take responsibility to maintain the TRAINING FACILITY and keep it in good repair. Maintenance means, "those activities necessary to keep a facility in good working order and professional in appearance," and the CITY agrees that it will keep the TRAINING FACILITY in at least as good a condition as other CITY-maintained facilities.
- 2.2. In the event of an emergency or natural disaster at the TRAINING FACILITY, the CITY shall immediately contact the ASPB's COD to obtain authorization to protect and stabilize the affected portions of the TRAINING FACILITY until the extent of the emergency can be assessed and repairs commence. In time-critical situations, that contact may be made either telephonically or electronically, and followed-up with a written report. Emergency construction repairs to the TRAINING FACILITY shall be the responsibility of the ASPB. The ASPB will proceed with needed repairs as soon as practicable.

D. Mutual Cooperation:

1. The PARTIES shall cooperate and communicate with one another for mutual benefit and for the successful outcome of this Agreement.
2. Notwithstanding any provision in this Agreement to the contrary, each PARTY retains its authority to perform its duties and obligations pursuant to Arizona law.

E. Federal Land Lease:

1. This Agreement shall be subject to and controlled by the applicable provisions of that certain lease of land for park and recreational purposes, originally executed in 1965 by the U.S. Bureau of Reclamation and the ASPB and designated as Contract No. 14-06-300- 1533, and currently executed by the Bureau of Land Management (BLM) and the ASPB and designated as Recreation and Public Purposes (R&PP) Lease No. AZA-



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29060, extended in October 2014 to expire on August 7, 2039 as specified by certified letter received by the ASPB from the BLM on August 2, 2016.

2. In accordance with the above referenced BLM R&PP Lease No. AZA-29060, this Agreement specifically incorporates by reference the provisions of that Lease.

F. Reservation of Rights:

1. There is reserved from this Agreement the prior right of ASPB within its sole discretion to use the TRAINING FACILITY and any surrounding land for its own purposes when deemed to be in the best interest of ASPB and/ or the public.
2. Prior to its exercise of any such right, the ASPB will consult and cooperate with the CITY for the purpose of eliminating or minimizing conflict with improvements and operations of the CITY to the extent consistent with the best interests of ASPB and/ or the public. However, the ASPB will not require the CITY to vacate any portion of the TRAINING FACILITY with less than 30-calendar days written notice, unless an emergency situation exists.
3. The ASPB shall have the right to enter the TRAINING FACILITY areas exclusively occupied by the CITY for any purpose it deems reasonable for the administration of the complex.
4. The on-site representative of ASPB in regard to the administration of this Agreement shall be the (Western) Region Manager for Operations or designee.

IV. FINANCE

- A. The CITY shall pay to the ASPB a monthly Building Maintenance fee (FEE) of \$1,700. The FEE shall be paid within 30-calendar days after the month for which the TRAINING FACILITY and related services were provided. Payment of the FEE shall be mailed to:

Arizona State Parks & Trails
Attn: Fiscal Services
1110 W. Washington Street, Suite 100
Phoenix, AZ 85007
Phone (602) 542-4174

In addition to the FEE, the CITY shall pay directly to utilities and communications services providers, using non-ASPB vendor accounts, for 100% of the invoiced costs of the separately metered utilities and invoices for the communications services. Copies of utility invoices that are separately metered and are billed directly to the CITY shall be provided, including documentation of payment, at least quarterly to Fiscal Services.

- B. Each Party to this Agreement is responsible for its own costs and for any fee specified for each Party to this Agreement. The Parties are not obligated to fund actions taken by the other Parties not expressly covered by this Agreement.



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V. DURATION, TERMINATION, AND DISPOSAL OF PROPERTY

- A. Duration: Subject to Section IV(F) *Reservation of Rights*, this Agreement is entered into and is effective as of the last signature date and shall remain in effect for five years from that date or as extended by amendment by the Parties per Section VII(A). Unless terminated or expired, this Agreement may be extended for additional five-year periods, subject to mutual agreement through formal amendment. 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 referenced in Section IV(E) *Federal Land Lease*. The Parties shall periodically review this Agreement and recommend any modification or adjustments that would be desirable.
- B. Termination: This Agreement may be terminated by either Party upon 60-calendar days written notice to the other Party of its intention to terminate. Neither Party shall incur new obligations under this Agreement once notice of termination has been provided.
- C. Disposal of Property:
1. Any permanent structures constructed on the TRAINING FACILITY during the term of this Agreement shall become the property of the ASPB upon the expiration or termination of this Agreement.
 2. All equipment for the operation of the WALETA or for use within the TRAINING FACILITY, purchased with ASPB funds designated under this Agreement shall become the property of the ASPB upon the expiration or termination of this Agreement.
 - 2.1 CITY purchased equipment affixed to the TRAINING FACILITY shall be removed within 30-calendar days of expiration or termination of this Agreement. All existing floors, walls or ceilings shall be returned to their condition prior to equipment installation, unless otherwise agreed upon in writing. This shall include, but not be limited to, patching, painting, floor coverings, ceiling tiles or drywall. If the CITY fails to remove all such improvements within 30 days, and unless the COD authorizes additional time as may be reasonable, it shall become the property of the ASPT, but that shall not relieve the CITY of liability for the cost of its removal and/or restoration. Any improvements that have been approved by ASPT and designated as having on-going value, are not required to be removed at the end of this Agreement. Any improvements that remain must be free of hazardous waste or materials and have been well maintained.
 - 2.2 CITY purchased equipment affixed to the ground outside of the building, shall be removed within 30 days of expiration or termination of this Agreement. If the CITY fails to remove all such equipment within 30 days, and unless the COD authorizes additional time as may be reasonable, it shall become the property of the ASPT, but that shall not relieve the CITY of liability for the cost of its removal and/or restoration. Any equipment that has been approved by ASPT and designated as having on-going value, is not required to be removed at the end of this Agreement. Any equipment that remains must be free of hazardous waste or materials and have been well maintained.



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VI. GENERAL TERMS AND CONDITIONS

- A. Amendment: This Agreement may be modified only by written Agreement Amendment signed and dated by the Director or designee of ASPB and the person duly authorized to act on behalf of the CITY. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon dated signature of the last party. Executed copies of any Amendment shall be provided to both parties.
- B. Non-Availability of Funds: Pursuant to A.R.S. §35-154(A), every payment obligation of the ASPB under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- C. Conflict Resolution Procedures:
1. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and the Arizona Procurement Code at A.R.S. § 41-2501 *et. seq.* and administrative rules and regulations A.A.C. R2-7-101 *et. seq.*
 2. In the event of any judicial proceeding related to this Agreement or any unauthorized Subcontract the Parties agree that the venue shall be proper in Maricopa County, Arizona. *See* A.R.S. §§ 12-123 and 12-401(17).
 3. 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 (Title 41).
- E. Assignment: Neither Party may assign any rights hereunder without the express, written, prior consent of the other Party.
- F. Conflict of interest: Either Party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38- 511.
- G. Ownership of Information: Both Parties retain title to all documents, reports, data, and other materials prepared as a part of the Program. ASPB and CITY shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement.
- H. Severability: The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.



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- I. 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 the Arizona State Parks Board and the State of Arizona, and any jurisdiction or CITY 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.

- J. Federal Immigration and Nationality Act: The CITY shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the agreement. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the Agreement. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the agreement for default and suspension and/or debarment of the contractor.



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- K. E-Verify Requirements: In accordance with A.R.S. § 41-4401, CITY warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- L. Waiver: The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.
- M. Non-Discrimination: Pursuant to Title 41, Chapter 9, Article 4 of the Arizona Revised Statutes and Executive Order 2009-09, the CITY shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Both Parties shall take affirmative action to ensure that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.
- N. Implied Consent Terms: Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.
- O. Entire Agreement: This Agreement contains the entire agreement of the Parties with respect to the subject matters hereof, and it may be amended, modified, or waived only by an instrument in writing signed and dated by both Parties.
- P. Record Keeping Requirements: Pursuant to A.R.S. § 35-214 and 35-215, both Parties shall retain all data, books, accounts, reports, files and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement, any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule.. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.



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VII. NOTIFICATIONS

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 of Contracts
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

Tom Kmetz

Chief of Development
Arizona State Parks & Trails
1110 W. Washington Street, Suite 100
Phoenix, AZ 85007
Phone: (602) 542-6920
Email: tkmetz@azstateparks.gov

For CITY

Frank Hayden

Lieutenant, Professional Standards / WALETA Commander
Lake Havasu City Police Department
2360 McCulloch Blvd. N.
Lake Havasu City, AZ. 86403
Phone: (928) 680-5420
Email: haydenf@lhcaz.gov



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VIII. SIGNATURE AUTHORITY

- A. This Agreement is entered into and is effective as of the date of the last signature to this Agreement and filed with Lake Havasu City.
- B. 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.
- C. This Agreement may be executed in counterpart.

LAKE HAVASU CITY

ARIZONA STATE PARKS BOARD

Signature of Authorized Individual

Signature of Authorized Individual

Name:

Name:

Title:

Title:

Date:

Date:
