

U.S.S. Arizona Memorial Project Partnership Agreement

This Partnership Agreement (“**Agreement**”) is entered into by and between Lake Havasu City, an Arizona municipal corporation, (“**City**”) and the Lake Havasu Detachment 757, Marine Corps League, Inc. (“**Partner**”), collectively referenced as the “Parties.” The Parties agree as follows:

1. Purpose:

Partner received a donated piece of the U.S.S. Arizona (“**relic**”) from the Department of the Navy and wishes to partner with the City to publicly display the relic to be known as the U.S.S. Arizona Memorial Project (“**Project**”).

2. Responsibilities

2.1 City agrees as follows:

- A. To allow and facilitate the construction of an enclosed memorial structure to publicly display the relic within London Bridge Beach Park as shown on the attached Exhibit A.
- B. To maintain the enclosed memorial structure after it is constructed.
- C. To relocate the relic in the event the City requires the relocation of the memorial structure and the relic will continue to be displayed on City property upon prior notice to Partner and with the mutual agreement of the Parties.

2.2 Partner agrees as follows:

- A. To construct an enclosed memorial structure to publicly display the relic within London Bridge Beach Park as shown on the attached Exhibit A. All construction activities must be approved in writing by the City prior to commencement.
- B. To remove or take possession of the relic in the event the City can no longer display the relic on City Property. In the event the City can no longer display the relic on City property and Partner is unable to take possession of the relic, the relic will be offered to its original owner, the United States Navy.

3. Liability:

Partner shall indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, and volunteers (collectively, the “City Indemnitees”) from and against any and all claims, demands, actions, damages, liabilities, losses, costs, or expenses (including reasonable attorneys’ fees and court costs) arising out of, resulting from, or related to: (i) the acts, omissions, negligence, misconduct, or breach of this Agreement by Partner or its officers, members, contractors, agents,

or volunteers; (ii) any construction, installation, maintenance, or removal activities related to the memorial structure or the relic performed by or on behalf of Partner; or (iii) the use or display of the relic under this Agreement, unless arising from the sole negligence or willful misconduct of the City Indemnitees.

In no event shall the City be liable to Partner for any indirect, incidental, consequential, special, or punitive damages of any kind.

Partner shall be solely responsible for securing and maintaining, at its own expense, adequate insurance coverage to protect the relic, the memorial structure, and any personal property or equipment of Partner from loss, theft, vandalism, or damage of any kind, whether during construction, installation, display, maintenance, relocation, or removal. Partner acknowledges that the City shall have no obligation to obtain or maintain insurance coverage for the relic or the memorial structure, and the City shall not be responsible for any damage, loss, or theft thereof.

Partner's insurance shall be sufficient in type and amount to cover risks customarily insured against by prudent organizations operating similar memorials or exhibits, and Partner shall provide proof of such coverage to the City upon request.

4. Term:

This Agreement shall commence on October 15, 2025, and shall continue unless terminated by either Party upon 365 days' notice.

5. Miscellaneous:

5.1 Responsibility. Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts of omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties under this Agreement.

5.2 Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest according to A.R.S. § 38-511.

5.3 Non-assignability. No Party may assign any of its duties or responsibilities under this Agreement to another entity without the prior written consent of the other Party.

5.4 Compliance with Laws. The Parties shall comply with all federal, state and local laws rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court.

5.5 Entire Agreement. This Agreement contains the entire understanding of the Parties. There are no representations or other provisions other than those contained in this Agreement, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties.

5.6 Severability. The Parties agree that should any part of this Agreement be held invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

5.7 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any joint venture or employment relationship between the Parties or create any employer-employee relationship between a Party and the employees of the other Party. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of any other, including (without limitation) another Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

5.8 Notice. Any notice required or permitted to be given under this Agreement shall, unless indicated otherwise in this Agreement, be in writing and shall be served by delivery or by certified mail upon the other Party at the addresses set forth below, or such other address as a Party may designate in writing by prior notice.

Partner

Lake Havasu Detachment 757, Marine Corps League, Inc.
P.O. Box 311
Lake Havasu City, Arizona 86405

City

City Attorney
2330 McCulloch Blvd. N.
Lake Havasu City, AZ 86403

5.9 Execution of Agreement. This Agreement may be executed in multiple counterparts.

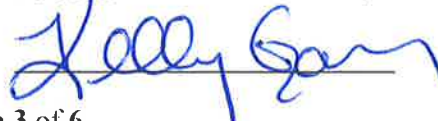
6. Signatures.

LAKE HAVASU CITY

Date: _____

ATTEST:

APPROVED AS TO FORM:



Kelly Williams, City Clerk

Kelly Garry, City Attorney

PARTNER


Date: 100325

Exhibit A
[attached]

Exhibit A
U.S.S. Arizona Memorial Project
London Bridge Beach Site Location



U.S.S. Arizona Memorial
site location.

