

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF DOUGLAS
AND
THE DOUGLAS VETERANS MEMORIAL COMMITTEE

THIS MEMORANDUM OF UNDERSTANDING is entered into on June 08, 2022, between the CITY OF DOUGLAS, acting by and through its Mayor and City Council, (the “City”), and the DOUGLAS VETERANS MEMORIAL COMMITTEE (the “DVMC”).

I. PURPOSE

1. The City is empowered by its City Charter to enter into this agreement and has by resolution resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.
2. The DVMC is dedicated to honoring the men and women killed in action (KIA) while serving our country. These service members would be from the Douglas, Elfrida, Double Adobe areas with confirmation using the DD14 showing a home address in these areas. The parties hereto are privileged to recognize their sacrifice and dedication, with the memorial that has been erected at the entrance of our city since 2000. The parties to this MOU see the current opportunity for collaborative efforts to establish guidelines and procedures for the maintenance and naming of soldiers to be permanently displayed at the Memorial.
3. The Focus will be to outline duties and guidelines to accomplish the noted project goals.

II. SCOPE OF PARTNERSHIP

The City and DVMC partnership consist of outlining maintenance cost responsibilities and formulation of criteria for the naming of soldiers to be on permanent display on the memorial; following proper flag protocol and all maintenance as prescribed herein.

III. EFFECTIVE DATE

This agreement shall be effective upon written approval of its terms and signing of this Agreement by the parties hereto.

IV. TERMS AND CONDITIONS

The duration of the AGREEMENT shall be from date signing, thereafter, it shall remain in effect unless terminated by mutual written agreement of both agencies, or until either party hereto gives written notice 30 days in advance.

V. AMENDMENT

This Agreement is intended to memorialize the purpose and basic terms of agreement between the parties with respect to City's commitment toward maintaining the memorial and apportioning costs associated therewith. It is anticipated by the parties that the parties' participation will be augmented from time to time by sub-agreements between the parties, consistent with the terms contained herein, that may serve to provide additional specific terms as to memorial facility improvements.

VI. CONTACTS

Any notices, questions, comments and concerns regarding the duties and responsibilities of the Parties under this Agreement are to be directed to the contacts listed below. Contact information will be updated and kept of file with the City Clerk's Office:

DVMC: Douglas Veteran's Memorial Committee, American Legion & City of Douglas

DVMC	DVMC Partner as	City of Douglas:
Lawana Diffie,	of Jan 2022	Ana Urquijo
Executive	Present	City Manager
Committee	Commander	City of Douglas
Member	American Legion	425 E 10 th Street
	Post 11	Douglas, AZ 85607
Sergio Mendez,	520-364-5171	
Member	1325 G Avenue	
	Douglas, AZ 85607	
Hector Leon,		
Member		

VII. BASIC TERMS

1. The parties hereby agree that the Memorial Facility is placed on City-owned property and that the City shall be responsible for maintaining the memorial grounds to include, and not limited to, insurance, landscaping, watering, lighting and electric with the City absorbing the water, light bulbs and power costs. Lighting will be operated by the City and these facilities shall be operated on a timer system adjusted seasonally. The City will be responsible to take down the flags during high winds. Additionally, in times of national mourning the flags will be taken to half-staff as a show of respect for an announced length of time; then returned to full staff.
2. The DVMC shall bear the cost of each additional engraving or added member and community ceremonies to honor the fallen service person from Douglas, Elfrida, or Double Adobe, AZ only. The City shall have the responsibility for the upkeep of the various flags on display, flowers on Veteran's Day and Memorial Days in vases present and will always follow proper flag protocols.

VIII. POLICY FOR INCLUSION OF VETERAN'S NAMES ON MEMORIAL

The memorial shall only contain and reflect names of soldiers killed in action during conflict or war of the United States. The soldier must have gone to high school in Douglas area, must be from the Douglas, Elfrida, or Double Adobe and the Home Port per the DD214 must reflect Douglas area address (Douglas, Elfrida and Double Adobe) as their Home Port.

IX. GENERAL TERMS

1. The Parties shall comply with all applicable laws, rules regulations within this Agreement. The laws and regulations, of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes arising from the Agreement shall be resolved through arbitration.
2. Non-Discrimination. The parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this Agreement.
3. A.D.A The Parties shall comply with all applicable provisions of the Americans with Disabilities ACT (Public Law 101-336, as modified by Pub. L. 110-325, codified at 42 U.S.C. §§ 12101 through – 12213) and all applicable federal regulations under the Act including 28 CFR Parts 35 and 36.
4. Conflict of Interest. This Agreement is subject to termination for conflict of interest pursuant to terms of A.R.S & 38-511.
5. The Parties shall comply with the applicable requirements of Arizona Revised Statutes & 41-4401.
6. Severability. The Provisions of the Agreement are severable. If any provision is held by a court to be invalid or unenforceable, the remaining provisions continue to be valid and enforceable to the full extent permitted by law.
7. Indemnification. Each Party (as Indemnitor) agrees to indemnify, defend 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.
8. No Third-Party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or effect the legal liability of any Party to the Agreement.
9. No Joint Venture. Nothing in this Agreement is intended to create a joint venture between or among the Parties, and it will not be so construed. None of the Parties' employees shall be considered officers, agents, or employees of any

of the other Parties, or be entitled to receive any employment related fringe benefits from any of the other Parties.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the date and year specified below:

DOUGLAS VETERAN’S MEMORIAL COMMITTEE
Lawana Diffie, Executive Committee Member

CITY OF DOUGLAS
Ana Urquijo, City Manager

Date

Date

Attest

Alma Andrade, City Clerk

Date

Approved as to form

Denis M. Fitzgibbons, City Attorney

Date