

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF BISBEE AND BISBEE UNIFIED SCHOOL DISTRICT NO. 2  
REGARDING COPPER QUEEN LIBRARY OUTREACH AT MIDDLE SCHOOL**

This Memorandum of Understanding (MOU) is entered into between the City of Bisbee, hereinafter referred to as "CITY," and the Bisbee Unified School District No. 2, hereinafter referred to as "DISTRICT" (collectively "PARTIES").

**WHEREAS**, PARTIES jointly wish to promote and enhance literacy and educational opportunities for their youth, their families and others, by having CITY share use of a classroom at the DISTRICT'S MIDDLE SCHOOL, located at 519 Melody Lane in Bisbee's San Jose area; and

**WHEREAS**, DISTRICT possesses certain real property that it is not currently fully utilized and the Copper Queen Library desires to create a San Jose Outreach Project will primarily target first and early learners, the pre-school 0-5 year olds, and K-3 students, however the program of library outreach will have an overall goal of promoting and extending library services to all members of our community.

**WHEREAS**, PARTIES wish to work collaboratively to benefit the educational opportunities, literacy and the community.

**WHEREAS**, pursuant to A.R.S. §§ 15-364(A) and (B), 15-341(A)(3), 15-342(13), 11-952, Ariz. Admin. Code R7-2-1191 et seq and Article 11 of the City Code, PARTIES are ultimately authorized to enter into formal agreement(s) with each other to provide for the development of a outreach library on the PROPERTY;

**NOW, THEREFORE**, PARTIES agree as follows:

**A. CITY shall:**

1. Take the lead in developing a branch library in an unused classroom, the CITY shall not upgrade, develop or remodel the PROPERTY, without approval of the DISTRICT.
2. Establish the hours of operation of the outreach library and provide furnishings and materials for its operation.
3. Establish semi-permanent rotating books and materials collections in outreach spaces
4. Work with BUSD in identifying areas of focus and needs
5. Raise the literacy levels in pre-school through third grade students
6. Provide additional literacy support to all students K-12
7. Create funding for San Jose Outreach Project (SJOP) through grants, donations, and in-kind services

**B. DISTRICT shall:**

1. Assist CITY as necessary and appropriate to secure funding to upgrade, develop and maintain PROPERTY for intended educational activities enhancement in keeping with the purposes of this MOU.
2. Retain complete ownership authority over PROPERTY.

**C. No representation or warranties**

DISTRICT makes no representation or warranty regarding the condition of PROPERTY nor regarding the suitability of PROPERTY for library services.

**D. Term**

The term of this MOU shall begin on January 1, 2018, and shall continue on an annual renewal basis, unless this MOU is otherwise terminated pursuant to paragraph F.

**E. MOU Amendment**

The parties to this MOU may amend, modify, or supplement this MOU in writing at any time by mutual consent. All other unaffected provisions set forth in this MOU shall remain in effect.

**F. Termination**

Either party may terminate this MOU at any time, with thirty (30) day notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail at the other party's official mailing address.

**G. Assignment**

This MOU is non-assignable in whole or in part by either party without the written consent of the other party.

**H. No Third Party Beneficiaries**

Only the parties may enforce this MOU. The parties do not intend through this MOU to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries to this MOU.

**I. Authority of Signatory**

Each individual executing this MOU on behalf of either party represents and warrants that he/she is duly authorized to execute and deliver it on behalf of the CITY or DISTRICT and that he/she has complied with all requirements for notice and approval under the Arizona open meeting law.

**J. Cancellation**

This MOU is subject to cancellation for conflict of interest without penalty or further obligation as provided by ARS 38-511.

**K. Governing Law and Venue**

The terms and conditions of this MOU shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for herein shall be tried in the Superior Court of Cochise County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other County.

**L. Notices**

Any notice or demand under this MOU from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. mailbox, in a stamped envelope addressed to the other party's official business address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change.

**CITY**

**City of Bisbee  
City Manager Robert Smith  
118 Arizona St.  
Bisbee, AZ 85603**

**DISTRICT**

**Bisbee USD #2  
Superintendent Tom Woody  
100 Old Douglas Road  
Bisbee, AZ 85603**

**M. Severability**

The provisions of this MOU shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.

**N. Nondiscrimination**

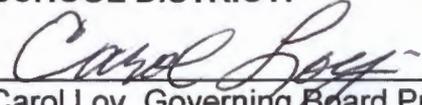
The parties agree that neither party shall discriminate against any employee or applicant for employment, student, or community member seeking emergency relief based upon that person's race, color, national origin, age, religion, sex (including sexual identity/preference), disability (including genetic code), political affiliation or veteran's status.

**O. Entire Agreement**

This MOU and any attachments represent the entire agreement between District and CITY and supersede all prior negotiations, representations or agreements, whether express or implied, written or oral.

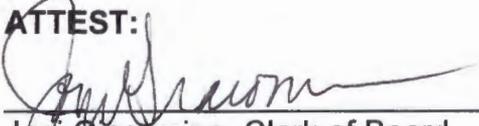
**IN WITNESS WHEREOF**, the parties hereto have executed this MOU on the date and year specified below.

**SCHOOL DISTRICT:**

  
Carol Loy, Governing Board President

02-14-18  
Date

**ATTEST:**

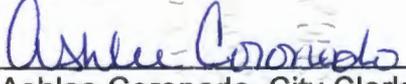
  
Joni Giacomino, Clerk of Board

**CITY:**

  
David Smith, Mayor

2/13/18  
Date

**ATTEST:**

  
Ashlee Coronado, City Clerk

