

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BISBEE AND THE NACO HERITAGE ALLIANCE
FOR CAMP NACO**

This MEMORANDUM OF UNDERSTANDING (“MOU”), is entered into this 1st day of July, 2025, by and between the CITY OF BISBEE, an Arizona municipal corporation (the “City”) and the NACO HERITAGE ALLIANCE, INC. (EIN 27-1039885) an Arizona non-profit corporation (“NHA”). The City and NHA may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the City owns and maintains the historic property known as Camp Naco, a historic military camp that housed African-American military members, known as the Buffalo Soldiers; and,

WHEREAS, NHA is a non-profit corporation whose mission includes preserving Camp Naco and its history..

WHEREAS, pursuant to the terms of this MOU, the City and NHA desire to set forth the terms and conditions for the mutual cooperation and obligations for the operation of Camp Naco.

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants herein contained, it is agreed by and between the Parties hereto as follows:

AGREEMENT

1. ***Purpose.*** The purpose of this MOU is to provide for the operation and maintenance of Camp Naco.
2. ***Responsibilities of the Parties.***
 - A. **The City will:**
 - 1) Retain all ownership of Camp Naco and its facilities and will provide NHA with full access and use of facilities for NHA’s operational purposes.
 - 2) Retain property and liability insurance on the Camp Naco site.
 - 3) Defer primary authority for the purposes and plans of the Camp Naco site to NHA.

- 4) Collaborate with NHA in pursuing grants and other resources for the improvement, operation and maintenance of Camp Naco, including acting as fiscal agent when required or appropriate.
- 5) Collaborate with NHA on construction/grant management for improvements to the site, which the Parties will review and approve on an individual project/grant basis.
- 6) Upon notification and request from NHA, the City will provide reasonable support for ongoing site maintenance, basic repairs (such as those required due to general wear-and-tear post-rehabilitation), and stabilization needs (such as roof/wall support pre-rehabilitation to protect existing property), through existing City departments and public works channels, subject to available resources.
 - 7) Support the NHA in site-related permitting, signage, infrastructure improvements, and coordination with other City departments.
 - 8) Include NHA in discussions regarding site development, capital projects, City planning, or other long-term planning.
 - 9) Allow NHA Executive Director and other Camp Naco fiscally sponsored staff the authority to seek donations from individual donors and corporations that are directly related to the benefit of Camp Naco and NHA while employed through City of Bisbee.
 - 10) Allow fiscally sponsored Camp Naco staff to report to the NHA Executive Director.
 - 11) Sub-grant fiscally sponsored programmatic and operational funds beyond construction and construction personnel to NHA unless otherwise required by granting agency or approved by NHA Board.
 - 12) Support fiscally sponsored staff and projects through administering of payments, payroll, benefits, etc.
 - 13) Utilize the reasonable capacity of the City of Bisbee Visitor Center to support tourism to the area, including Camp Naco specifically.

B. NHA will:

- 1) Conduct its affairs as a nonprofit 501(c)(3) corporation and maintain its nonprofit status.
- 2) Develop and implement programming, exhibitions, educational resources, and events at Camp Naco and operate Camp Naco as a tourism and educational destination as well as community resource.
 - 3) Conduct its affairs related to the operation of Camp Naco in accordance with the respective grant requirements.
 - 4) Act as the primary nonprofit partner and point of contact for community engagement related to the site.
 - 5) Pursue funding through grants, donations, fees, ticket sales, merchandise sales, sponsorships or other reasonable fundraising activities to support preservation and programming.
 - 6) Maintain clear and timely communication with the City regarding any significant site-related activities.
 - 7) Provide periodic updates to City of Bisbee staff and Council on plans and outcomes of significant site activities. These updates would occur no less often than annually.
 - 8) Collaborate with Visitor Center/Tourism city staff to ensure mutual benefit of tourism to the area.
 - 9) Retain insurance, including special event insurance for events taking place at the Camp Naco site.
 - 10) Provide the same reports to the City of Bisbee as funders require for fiscally sponsored activities. If activities are funded directly by the City rather than as a fiscal agent for other funding, those agreements will be determined outside of this Memorandum of Understanding.
 - 11) Retain primary responsibility for the hiring, firing, compensation, benefits, and payroll process for all staff paid by NHA.

3. *Term.* The term of this MOU shall be for five (5) years and shall commence upon approval of the City Council and the execution of this MOU by both Parties. This MOU shall automatically renew for three (3) successive one-year periods, or until terminated by either Party

as provided for herein.

4. Reporting and Records. All books, accounts, reports, files, and other records relating to this MOU shall be kept by NHA for five (5) years after termination of this MOU. The Parties recognize and acknowledge that records may be subject to Arizona Public Records laws.

5. Indemnification. Each Party is an independent entity, responsible for its acts and the acts of its officers, agents and employees. Consequently, each Party agrees to indemnify, defend and hold harmless the other Party, its officers, agents and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this MOU.

6. Termination. Either Party may terminate this MOU with or without cause upon providing the other Party with at least 60 days' written notice of such termination, each party to bear its own costs.

7. No Partnership. Except as otherwise provided by law, in the performance of this MOU, all Parties will be acting in their individual governmental, corporate or agency capacities and not as agents, employees, partners, joint venturers, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party.

8. No Funding Obligation. This MOU does not create any legal, financial, funding or other fiscal obligations of any kind on the City. The intent of this MOU is to express mutual understanding in the areas outlined herein, and nothing in this MOU will be construed as affecting or requiring the City to obligate or expend funds.

9. Severability. The Parties agree that should any part of this MOU be held invalid or void, the remainder of the MOU shall remain in full force and effect.

10. Conflicting Provisions. Nothing in this MOU is intended to conflict with existing laws and/or regulations, with any contractual responsibilities and obligations imposed by third-party contracts or agreements, or with any agency directive of the City. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

11. Governing Law. This MOU shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce, or construe any provision of this MOU shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Cochise (or, as may be appropriate, in the Justice Courts of Cochise County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section.

12. Non-Discrimination Laws. The Parties shall comply with the following regulations as required by law: Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4 and 2009-09, which mandate that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The Agencies shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and with the Americans with Disabilities Act.

13. Dispute Resolution. If there is a dispute, the Parties agree to negotiate in good faith to resolve the matter to the fullest extent possible.

14. A.R.S. § 38-511. The Parties acknowledge that this MOU is subject to cancellation pursuant to A.R.S. § 38-511.

15. Immigration Laws. The Parties warrant, and represent to each other, that they are in compliance with A.R.S. §§ 41-4401 and 23-214, the Federal Immigration and Nationality Act, and all other federal immigration laws and regulations.

16. Notices. All notices, demands or other communications relative to this MOU must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this paragraph, or by any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), with all postage and other delivery charges prepaid as follows:

CITY: City of Bisbee
Attn: City Manager
118 Arizona Street
Bisbee, Arizona 85603

NHA: Margaret Hangan
501 W. Edison Ave.
Williams, Arizona 86046

If either Party changes address, they must give written notice to the other Party. Notice of change of address is deemed effective five (5) days after mailing by the Party changing address.

17. Amendments/Modifications. This MOU can be revised or modified only by written amendment signed by both Parties.

18. Headings and Counterparts. The headings of this MOU are for purposes of reference only and shall not limit or define the meaning of any provision of this MOU. This MOU may be executed in any number of counterparts, and when each Party has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete original contract between the Parties. An electronic transmission or other facsimile of this MOU shall be effective and binding upon the Parties as if such signatures were originals, and shall be admissible as evidence of the document.

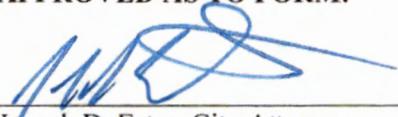
19. Authority and Execution. Each person executing this MOU on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such Party is a partnership, corporation or trustee that such partnership, corporation or trustee has the full right and authority to enter into this MOU and perform all of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have entered into this Memorandum of Understanding on the date first written above.

CITY OF BISBEE

By: Anna Cline
Anna Cline, Mayor Pro Tempore

APPROVED AS TO FORM:


Joseph D. Estes, City Attorney

ATTEST:

Ashlee Williams, for
Ashlee Coronado, City Clerk

NACO HERITAGE ALLIANCE, INC.

By: Margaret Hangan
Margaret Hangan, President