

# CITY COUNCIL REPORT



Meeting Date: December 2, 2016  
 General Plan Element: ***Public Services & Facilities***  
 General Plan Goal: ***Provide services to improve neighborhoods and the lives of Scottsdale residents***

## ACTION

**Palomino Library Artwork Agreement.** Adopt Resolution No. 10658, approving Contract No. 2016-185-COS with the Scottsdale Unified School District and Scottsdale Arts regarding the installation and maintenance of artwork at Palomino Library.

## BACKGROUND

Palomino Library is located on Scottsdale Unified School District (SUSD) property at Desert Mountain High School. The City of Scottsdale and SUSD jointly operate and maintain the property pursuant to Intergovernmental Agreement No. 2012-101-COS, as amended, dated as of July 2, 2012 (IGA).

The City and SUSD desire to have artist Carrie Marill or another approved artist design, fabricate, install, and place integrated artwork, (Project), similar to a mural, on the east interior wall of Palomino Library, above the “teen area” shelves. The Project was not contemplated under the current IGA.

Scottsdale Arts manages the City’s Art in Public Places Program pursuant to Management Services Agreement No. 2008-048-COS (MSA), between the City and Scottsdale Arts, dated May 20, 2008. Although the Project does not technically fall within the scope of Scottsdale Arts’ services under the MSA, the City desires for Scottsdale Arts to contract with and supervise the artist, manage the Project and perform maintenance on the resulting artwork (Artwork), as it would under the MSA.

Under Contract No. 2016-185-COS, the City and SUSD will have the opportunity to approve the integrated artwork design and will provide reasonable access to the library for the artist to install the artwork outside of school hours, and Scottsdale Arts will contract with, supervise and provide compensation to the artist, and will conserve, restore and promote the completed Artwork. The City will provide money to Scottsdale Arts to pay the artist according to project deliverables, in an amount not to exceed \$3,000. SUSD will retain the Artwork until at least January 1, 2020, unless otherwise mutually agreed upon by the parties.

**ANALYSIS & ASSESSMENT**

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**Recent Staff Action**

Scottsdale Public Library will receive a mural painted by Carrie Marill. Ms. Marill is an artist who was selected by a panel made up of representatives from the stakeholder groups: the Scottsdale Public Library, Desert Mountain High School, and community members. The selection process was coordinated by Public Art.

**Policy Implications**

This project updates and beautifies the look of the building and provides visual interest and color. It will result in a public art piece similar to those found throughout the rest of the Scottsdale Public Library System. It can be used in promotional pieces and is another reason for members of the public to visit the library. The artwork will reflect the City’s strong ties to nature and preserves, featuring local wildlife from this area. Students at Desert Mountain High School (DMHS) will be able to see the mural through the windows in the hallways of the school on the second floor.

**Community Involvement**

The artist was selected by a panel made up of representatives from the stakeholder groups: the Scottsdale Public Library, DMHS, and community members.

**RESOURCE IMPACTS**

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**Available Funding**

The City received funds from the Salt River/Pima Maricopa Indian Community Gaming Grant process from center 36955 and will use up to \$3,000.00 of said money to provide compensation to the artist (through Scottsdale Arts) for successful completion of project deliverables.

**Staffing, Workload Impact**

During the installation of the artwork, some library employees may have to adjust their schedules to open or close the building to accommodate the project work. Once the project/installation is complete there should be little to no staff workload impact. Some marketing efforts may be done by the library’s marketing department to promote the mural/art piece.

**Maintenance Requirements**

Scottsdale Arts is responsible to annually inspect and conserve and restore the Artwork as needed.

**Future Budget Implications:**

There are no budget implications for the City. Upon termination or de-installation of the Artwork, the District is responsible for restoring the wall to its original condition.

**OPTIONS & STAFF RECOMMENDATION**

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**Recommended Approach**

Adopt Resolution No. 10658, approving Contract No. 2016-185-COS with the Scottsdale Unified School District and Scottsdale Arts regarding the installation and maintenance of artwork at Palomino Library.

**Description of Option B**

Do not adopt Resolution No. 10658 resulting in no public artwork installation at the Palomino Library.

**RESPONSIBLE DEPARTMENT(S)**

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Scottsdale Public Library Department, Community Services Division

**STAFF CONTACTS (S)**

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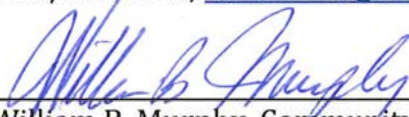
Kathleen M. Wade, Library Director, (480) 312-2691, [kwade@scottsdaleaz.gov](mailto:kwade@scottsdaleaz.gov)

**APPROVED BY**

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\_\_\_\_\_  
Karen Churchard, Tourism and Events Director  
(480) 312-2890, [kchurchard@scottsdaleaz.gov](mailto:kchurchard@scottsdaleaz.gov)

11.15.16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
William B. Murphy, Community Services Director  
(480) 312-7954, [bmurphy@scottsdaleaz.gov](mailto:bmurphy@scottsdaleaz.gov)

11/14/16  
\_\_\_\_\_  
Date

**ATTACHMENTS**

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1. Resolution No. 10658
2. Contract No. 2016-185-COS

RESOLUTION NO. 10658

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING CONTRACT NO. 2016-185-COS WITH THE SCOTTSDALE UNIFIED SCHOOL DISTRICT NO. 48 OF MARICOPA COUNTY AND SCOTTSDALE CULTURAL COUNCIL D/B/A SCOTTSDALE ARTS REGARDING THE INSTALLATION AND MAINTENANCE OF INTEGRATED ARTWORK AT PALOMINO LIBRARY.

WHEREAS, the City and the Scottsdale Unified School District No. 48 of Maricopa County, Arizona ("District") maintain a joint library facility known as the Palomino Library on the District's property at Desert Mountain High School pursuant to Intergovernmental Agreement No. 2012-101-COS, as amended, between the City and District, dated as of July 2, 2012; and

WHEREAS, the City has engaged Scottsdale Cultural Council, an Arizona nonprofit corporation d/b/a Scottsdale Arts ("Scottsdale Arts"), to provide advisory and management services for the City's arts and cultural programs and facilities, including the Art in Public Places Program established pursuant to Sections 20-121 through 20-123 of the Scottsdale Revised Code, pursuant to Management Services Agreement No. 2008-048-COS, between the City and Scottsdale Arts, dated as of May 20, 2008; and

WHEREAS, the City, District, and Scottsdale Arts wish to enter into a contract to have an artist design, fabricate, install and place integrated artwork on the east interior wall of Palomino Library at Desert Mountain High School ("Project"), with the assistance and oversight of Scottsdale Arts, and to establish the terms by which the parties will work together to accomplish the Project and maintain the artwork resulting from the Project ("Artwork").

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, as follows:

Section 1. The City Council hereby authorizes, approves and directs the Mayor to execute, on behalf of the City of Scottsdale, Contract No. 2016-185-COS among the City, the District, and Scottsdale Arts regarding the Palomino Library Project and maintenance of the Artwork.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this 2<sup>nd</sup> day of December, 2016.

CITY OF SCOTTSDALE, an  
Arizona municipal corporation

ATTEST:

\_\_\_\_\_  
Carolyn Jagger, City Clerk

\_\_\_\_\_  
W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:



Bruce Washburn, City Attorney

By: Kimberly McIntier, Assistant City Attorney

## PALOMINO LIBRARY ARTWORK AGREEMENT

THIS PALOMINO LIBRARY ARTWORK AGREEMENT (this "Agreement") is made this 2nd day of December, 2016 ("Effective Date"), by and among the City of Scottsdale, an Arizona municipal corporation ("City"), Scottsdale Unified School District No. 48 of Maricopa County, Arizona, an Arizona political subdivision ("District"), and Scottsdale Cultural Council, an Arizona nonprofit corporation d/b/a Scottsdale Arts ("Scottsdale Arts"). The City, the District, and Scottsdale Arts are collectively referred to in this Agreement as the "Parties" and each individually as a "Party."

### RECITALS

A. The City and the District operate and maintain a joint library facility known as the Palomino Library on the District's property at Desert Mountain High School pursuant to Intergovernmental Agreement No. 2012-101-COS, as amended, between the City and the District, dated as of July 2, 2012 ("IGA").

B. Under Sections 20-121 through 20-123 of the Scottsdale Revised Code, the City has established an "Art in Public Places Program" to create and sustain a visual arts program for public places in the City.

C. The City has engaged Scottsdale Arts to provide advisory and management services for the City's arts and cultural programs and facilities, including the Art in Public Places Program, pursuant to Management Services Agreement No. 2008-048-COS, between the City and Scottsdale Arts, dated as of May 20, 2008 ("MSA").

D. The City and the District desire to have artist Carrie Marill or another artist mutually agreed upon by the Parties ("Artist") design, fabricate, install and place integrated artwork on the east interior wall of Palomino Library, above the "teen area" shelves ("Project"), with the assistance and oversight of Scottsdale Arts, and Scottsdale Arts desires to assist and oversee the Project.

E. The Project serves to improve the appearance of Palomino Library, attract new patrons and benefit the general public as well as District students.

F. The Parties desire to enter into this Agreement to set forth the terms by which the Parties will work together to accomplish the Project and maintain the artwork resulting from the Project ("Artwork").

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### TERMS

1. Recitals. The recitals which appear above are incorporated into this Agreement by this reference.

2. Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until terminated as provided in Section 8.

3. Public Nature of Project. The Parties acknowledge that Palomino Library is on District property and is open to the general public. The Parties further acknowledge that the integrated nature of the Artwork means that the Artwork will become property of the District once installed on the Palomino Library wall, but for purposes of this Agreement, given the public nature of the Artwork, the Parties desire to treat the Artwork as "Public Art" in the Art in Public Places Program as defined under the MSA to have Scottsdale Arts assist with the Project.

4. Scottsdale Arts Obligations. Scottsdale Arts shall:

4.1 Coordinate with City, Library and District Staff; Design Approval. Coordinate with staff of the City, the Palomino Library and the District regarding the design, fabrication, installation and placement of the Artwork. Before Scottsdale Arts may allow the Artist to commence the Project, it shall first obtain verbal or written approval from the other Contract Administrators as to the design of the Artwork. For any material changes proposed beyond Conservation and Restoration (as defined in Section 4.7 of this Agreement) to either the design or the resultant Artwork, Scottsdale Arts shall request approval from the City and the District as required with the original design.

4.2 Project Deemed Public Art. Treat the Artwork as if it were Public Art under the MSA and perform services related to Public Art as set forth in the MSA.

4.3 Contract with Artist. Contract with the Artist ("Artist Contract") to set forth required terms and conditions for the Project, including Artist responsibilities, Project details, the time and manner of Project installation, and minimum levels of insurance required to be maintained by the Artist and coverage provisions as set forth in Section 4.4.

4.4 Artist Insurance.

4.4.1 Coverage. Ensure that the Artist does as follows:

4.4.1.1 Maintains, through Project completion, "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence and a \$2,000,000 General Aggregate Limit, naming Scottsdale Arts, the City and the District as additional insured.

4.4.1.2 If the Artist has employees, maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Artist's employees engaged in the performance of the Project under this Agreement and shall also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit. If the Artist is not subject to Arizona's Workers' Compensation statutes, then Artist shall sign a statement in substantially the form of the City of Scottsdale Workers' Compensation Waiver for Sole Proprietors, waiving rights of recovery (subrogation) against City of Scottsdale, Scottsdale Unified School District No. 48 and Scottsdale Cultural Council.

4.4.2 Evidence of Insurance. Prior to beginning the Project, furnish the City and the District with certificate(s) of insurance issued by the Artist's insurer as evidence that policies are placed with acceptable insurers. If a Certificate of Insurance is submitted as verification of coverage, the City and the District shall reasonably rely

upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Failure to demand evidence of full compliance with the insurance requirements stated in this Agreement or failure to identify any insurance deficiency will not relieve the Artist or Scottsdale Arts from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.4.2.1 Ensure that Artist's certificates contain the specific provisions that follow:

4.4.2.1.1 City of Scottsdale, Scottsdale Unified School District No. 48 and Scottsdale Cultural Council, their agents, representatives, officers, directors, officials and employees are Additional Insureds under the following policies:

4.4.2.1.1.1 Commercial General Liability

4.4.2.1.1.2 Excess Liability - Follow Form to underlying insurance as required.

4.4.2.1.2 Artist's insurance shall be primary insurance as respects performance of subject agreement.

4.4.2.1.3 All policies shall waive rights of recovery (subrogation) against City of Scottsdale, Scottsdale Unified School District No. 48 and Scottsdale Cultural Council, their agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Artist under this Agreement.

4.4.2.1.4 If the Artist receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be the Artist's responsibility to provide prompt notice of same to the Scottsdale Cultural Council, unless such coverage is immediately replaced with similar policies.

4.4.2.2 If Scottsdale Arts allows any exceptions to the insurance requirements set forth in this Agreement, Scottsdale Arts agrees that its insurance shall become the primary insurance as respects performance of subject agreement.

4.5 Manage Artist. Manage, supervise and oversee the Artist and the Project at its expense, including without limitation any inspections, resolution of any issues regarding the installation (including without limitation content, scale, content, safety and timing) and approvals of the Artwork.

4.5.1 Work Hours; Supervision. Ensure that Artist performs work on the Project only outside of school hours, or in a manner that does not interfere with school operations.

4.5.2 Equipment. Ensure that no major equipment is used in connection with the Project, unless approved by the District.

4.6 Artist Compensation. Provide the Project Compensation (as defined in Section 7 of this Agreement) to the Artist in the form of progress payments, upon the successful implementation of Project deliverables.

4.7 Project Conservation and Restoration. Notwithstanding the District's obligation under the IGA to maintain the physical library facility including interior paint, be responsible to inspect the Artwork at least once per year and to perform the Conservation and Restoration of the Artwork at its expense; provided, however, the City may perform minor repairs and restorations on the Artwork upon the City's request. "Conservation" means the process of maintaining, preserving and protecting the Artwork. "Restoration" means the process of returning the Artwork to its original condition, to the extent reasonably practicable.

5. District and City Obligations. The District and City shall:

5.1 Site Access during Project Installation. Provide the Artist and Scottsdale Arts access to the Palomino Library as reasonably requested for the Artist to perform, and Scottsdale Arts to oversee and manage, the Project.

5.2 Site Access after Project Completion. Provide Scottsdale Arts access to the Palomino Library as reasonably requested for Scottsdale Arts to perform Conservation and Restoration of the Artwork and to promote the Artwork as part of the Art in Public Places Program.

6. District Obligation to Retain Artwork. The District shall retain and not de-install or paint over the Artwork for as long as is reasonably practicable; provided, however, the District shall not de-install or paint over the Artwork before January 1, 2020, unless mutually agreed upon by all the Parties as set forth in Section 8.4 of this Agreement.

7. City Obligation for Project Compensation. Provided the design has been approved as set forth in Section 4.1, within thirty (30) days of request by Scottsdale Arts, the City shall provide Scottsdale Arts with the compensation for the Project in an amount not to exceed \$3,000.00 ("Project Compensation"), for Scottsdale Arts to pay the Artist as provided in Subsection 4.6 of this Agreement.

8. Termination; Cancellation.

8.1 Dispute over Design. If all Parties do not mutually agree on the design of the Artwork, a Party may terminate this Agreement immediately by providing written notice to the other parties.

8.2 Termination of Artist Contract. If Scottsdale Arts intends to terminate the Artist Contract for any reason, Scottsdale Arts shall provide written notice to the City and the District at least five (5) business days before it provides notice to terminate the Artist Contract. If no substitute artist is agreed upon by all the Parties, Scottsdale Arts may terminate this Agreement by providing written notice to the City and the District. Scottsdale Arts shall return any unearned portion of the Project Compensation to the City within ten (10) business days of such termination, and shall reimburse the District for the cost of the District to restore the wall where the Artwork was installed to its original or better condition within thirty (30) days of receipt of invoice.



8.3 Termination of IGA or MSA. If either the IGA or MSA is terminated or amended in a way that renders performance of this Agreement impossible, the terminating Party shall provide written notice to the other parties. Unless otherwise provided in the written notice, this Agreement shall terminate upon the effective date of termination or amendment of the IGA or MSA, as applicable. Within thirty (30) days of the date of termination, the District shall restore the wall where the Artwork was installed to its original or better condition, and such obligation shall survive termination of this Agreement.

8.4 De-installation Request. If a Party desires for the Artwork to be de-installed, the Party shall provide ninety (90) days' written notice to the other parties. Within sixty (60) days of the date of the de-installation request, the City may object to the de-installation request by providing written notice to the other Parties. Within thirty (30) days of the City's objection, the Contract Administrators shall meet in person or telephonically to decide whether the de-installation should occur. If the City does not timely object, this Agreement shall terminate ninety (90) days after the date of the written notice of de-installation. Within thirty (30) days of termination (unless a later deadline is designated in the notice), the District shall restore the wall where the Artwork was installed to its original or better condition, and such obligation shall survive termination of this Agreement.

8.5 Cancellation. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

8.6 Availability of funds. This Section will control despite any provision of this Agreement or any exhibit or other agreement or document related to this Agreement. In the event funds necessary to fulfill the City's obligations under this Agreement are not appropriated by the Scottsdale City Council, the City may terminate this Agreement by giving notice to the District and Scottsdale Arts. The City agrees to use its best efforts to give notice of such termination to the District and Scottsdale Arts at least fourteen (14) days prior to the end of the City's then-current fiscal period. Termination in accordance with this provision will not constitute a breach of this Agreement by the City. No person will be entitled to any compensation, damages or other remedy from the City if this Agreement is terminated pursuant to the terms of this Section.

9. Indemnification. To the fullest extent permitted by law, Scottsdale Arts, its successors, assigns and guarantors, shall defend, indemnify and hold harmless Scottsdale Unified School District No. 48 and the City of Scottsdale, and their agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, related to, arising from or out of, or resulting from any acts, errors, mistakes or omissions or negligent, reckless or intentional actions caused in whole or in part by Scottsdale Arts relating to work or services in the performance of this Agreement, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Scottsdale Arts' or its subcontractor's agents or employees.

10. Miscellaneous.

10.1 Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the Project.

10.2 Contract Administrators. The contract administrator for the City ("City Contract Administrator") shall be the Director of Community Services for the City of Scottsdale, who at the time of execution of this Agreement is William B. Murphy, or designee. The contract administrator for the District ("District Contract Administrator") shall be the Chief Financial Officer for the District, who at the time of execution of this Agreement is Daniel O'Brien. The contract administrator for Scottsdale Arts ("Scottsdale Arts Contract Administrator") shall be the Public Art Manager for Scottsdale Arts, who at the time of execution of this Agreement is Kevin Vaughan-Brubaker or designee. The City Contract Administrator, the District Contract Administrator and the Scottsdale Arts Contract Administrator are collectively referred to in this Agreement as the "Contract Administrators." The Contract Administrators will be responsible for administering the terms of this Agreement for their respective parties, and will be the contact for the other parties.

10.3 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10.4 Survival of Liability. All obligations of the Parties hereunder and all warranties and indemnities of the Parties hereunder shall survive termination of this Agreement for any reason.

10.5 Available remedies. If any Party breaches any provision of this Agreement, the other parties will have all remedies that are available to them at law or in equity including, without limitation, the remedy of specific performance.

10.6 Compliance with Law. Each Party shall perform its respective obligations under this Agreement in accordance with all federal, state, county and local laws, ordinances, regulations or other rules or policies as are now in effect or as may hereafter be adopted or amended.

10.7 Arizona Legal Workers Act. To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). A Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching Party may terminate this Agreement. The Parties retain the legal right to inspect the papers of the other parties to ensure that the parties are complying with the above-mentioned warranty under this Agreement.

10.8 Boycott of Israel. To the extent applicable, Scottsdale Arts certifies that it is not currently engaged in, and for the duration of this Agreement agrees not to engage in, a boycott of Israel as defined in A.R.S. § 35-393.

10.9 Independent Contractor. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Each Party acknowledges and agrees that any services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the other parties. No Party or its employees and subcontractors are entitled to workers' compensation benefits from the other parties. None of the Parties has

the authority to supervise or control the actual work of the other parties or their employees or subcontractors. Each Party shall determine the time of its own performance of the services provided under this Agreement so long as the Party meets the requirements of its obligations as set forth in Sections 4 through 7 of this Agreement, as applicable. The Parties do not intend to nor will they combine business operations under this Agreement.

10.10 Modifications. Any amendment or modification from the terms of the Agreement shall be in writing and shall be effective only when executed by all Parties.

10.11 Non-assignability. The rights, privileges and responsibilities of the Parties under this Agreement are non-assignable.

10.12 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then this Agreement shall be deemed to be automatically reformed to provide to the Parties their rights described hereunder to the maximum extent permitted by law.

10.13 Attorneys' Fees. If any Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall be entitled to receive reasonable attorneys' fees, costs, and expenses, determined by a court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

10.14 Authority. The person executing this Agreement on behalf of each Party warrants and represents to have full power and authority on behalf of such Party to enter into and perform this Agreement.

10.15 Notices. Any notice required or permitted to be given pursuant to this Agreement, unless otherwise expressly provided herein, shall be given in writing, either personally to the authorized representative of the other parties, or by United States Postal Service certified mail, return receipt requested, as shown below or to such other street address(es) as may be designated by the respective parties in writing from time to time. The notice shall be deemed complete when received by the person receiving it or, when certified mail is used, five (5) calendar days from the date of mailing, whichever occurs first. If a copy of the notice is also given to a Party's counsel or other recipient, the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

If to City:                      City of Scottsdale  
7447 East Indian School Road, Suite 300  
Scottsdale, Arizona 85251  
ATTN: Community Services Director

Copy to:                         City of Scottsdale  
3939 North Drinkwater Boulevard  
Scottsdale, Arizona 85251  
ATTN: City Attorney

If to District: Scottsdale Unified School District  
3811 North 44th Street  
Phoenix, Arizona 85018  
ATTN: Superintendent

Copy to: Scottsdale Unified School District  
8500 East Jackrabbit Road  
Scottsdale, Arizona 85250  
ATTN: General Counsel

If to Scottsdale Arts: Scottsdale Arts  
7380 East Second Street  
Scottsdale, Arizona 85251  
ATTN: Chief Executive Officer

10.16 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

10.17 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their signatures, as of the Effective Date.

**"CITY"**  
CITY OF SCOTTSDALE, an Arizona  
municipal corporation

ATTEST:

\_\_\_\_\_  
Carolyn Jagger, City Clerk

\_\_\_\_\_  
W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:



Bruce Washburn, City Attorney  
By: Kimberly McIntier, Assistant City Attorney

REVIEWED BY:

\_\_\_\_\_  
Katherine Callaway  
Risk Management Director

\_\_\_\_\_  
William B. Murphy  
Community Services Director