

**SEDONA OAK CREEK UNIFIED SCHOOL DISTRICT NO. 9  
AND  
Arizona State Schools for the Deaf and Blind**

This Agreement is made and entered into upon the date it has been signed on behalf of both parties, the GOVERNING BOARD OF THE SEDONA OAK CREEK UNIFIED SCHOOL DISTRICT NO. 9 (SOCUSD), also referred to herein as "Landlord" or "District" and Arizona State Schools for the Deaf and Blind (ASDB) North Central Regional Cooperative referred to herein as Tenant."

For and in consideration of the covenants and agreements contained in this Agreement to be kept and performed by the parties, it is mutually agreed as follows:

**1. PURPOSE**

The Governing Board of the Sedona Oak Creek Unified School District has determined in good faith that the provision of the ASDB North Central Regional Cooperative within the District facilities would promote the educational function of the school district and/or would be in the best interest of the District.

Therefore, Landlord agrees to lease appropriate space within the SOCUSD premises for the North Central Regional Cooperative owned by Tenant, ASDB, on the terms below.

**2. DESCRIPTION OF LEASED PREMISES**

The premises to be leased are located at 25 W. Saddlehorn Road, Sedona, Arizona, 86351. The space measures approximately Four thousand, six hundred and forty-one (4641) square feet to include the B building front office space with the balance of square footage in classroom space. These premises are the demised premises. The Tenant shall have no rights to use or responsibility for any other property that is not within the demised premises unless specifically agreed in this document.

**3. EXTENT AND TIME OF USE**

Tenant will have 24/7 access to the premises as needed.

The Tenant will provide the District with a monthly calendar and shall notify the Landlord of any changes or closures affecting the projected monthly schedule. Tenant shall give Landlord notice of emergencies as soon as possible. It is agreed that Tenant may use the rented premises at times when the District is not session.

**4. LEASE TERM**

It is agreed that the Lease shall be for the initial term of one year, commencing on June 15, 2019 and ending June 14, 2020.

**5. FINANCIAL TERMS**

The Landlord agrees that Tenant may have the use of the facilities for rent of \$12.00 per square foot or Fifty-five Thousand Six Hundred ninety-two and 00/100 Dollars per year

(\$4641.00 per month) plus Three Thousand and 00/100 Dollars (\$250.00 per month) for Utilities (electric, gas, water) for a total yearly cost of Fifty-eight Thousand Six Hundred ninety-two 00/100 (\$4891.00 per month).

## 6. RESPONSIBILITIES

- a. SOCUSD agrees to the following:
  - i. To provide adequate access to the facility;
  - ii. To provide major repairs and maintenance as appropriate,
  - iii. To allow Tenant usage of District green areas at times to be agreed.
  
- b. Tenant agrees to the following:
  - i. To provide enrollment/staff numbers for District's utility figures (sewer, etc).
  - ii. To maintain all required facility licensure and certifications for the staff and facility and to comply with all applicable health and safety requirements.
  - iii. To provide all routine maintenance requirements and custodial and grounds services. Tenant agrees that the interior and exterior of the premises will be maintained in clean and good condition at all times.
  - iv. Agrees to conduct its program in such a manner that SOCUSD students can continue their educational programs without undue interruption.
  - v. Agrees to comply with all policies governing community use of school facilities. Use of school facilities outside of the designated Tenant area will require notification to the District and a Facility Use Agreement.
  - vi. Agrees that all employees of the Tenant, including volunteers, will be fingerprinted as required by law and District policy. Copy of fingerprint results will be provided to District.
  - vii. Agrees to cooperate with the District concerning scheduling of parking lot space and shared use of green areas so as to avoid any conflict with District operations.
  - viii. All signs of any type to be utilized by the Tenant on the exterior of the building or interior hallways must have the prior approval of the District.
  - ix. The premises shall be used exclusively by Tenant or Tenant's employees solely for Tenant's official business.
  - x. The Tenant will participate in all emergency drills and procedures.
  - xi. To cooperate with SOCUSD to develop procedures for parent and staff sign-in to the area and for sign-in or sign-out of students in the District who participate in child care.

## 7. INSURANCE AND INDEMNIFICATION

Each Party (as Indemnitor) agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against 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. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

## 8. REPAIRS AND ALTERATIONS

The Tenant may make site improvements to the premises only upon written approval by the Landlord. Such improvements made shall remain the property of the Landlord, except for improvements that may be removed without damage to the Premises. The Landlord, at the request of the Tenant, may make improvements to the Premises for which the Tenant shall reimburse the Landlord. The Landlord shall be reasonably available for consultation while improvements are being made. All costs for labor and materials for improvements made by the Tenant shall be at the Tenant's sole cost.

The Tenant shall identify and report to the Landlord regarding any major facility problems and deficiencies requiring repair and/or renovation to ensure Tenant occupancy.

The Landlord shall have the right to enter the facility for the purpose of inspection. The Landlord shall have the right to have emergency repairs made during normal working days and child care hours, such emergency repairs being limited to broken water lines, electrical short circuits, or other conditions which can reasonably be determined to jeopardize the structural integrity or the safety of occupants of the building.

The Landlord agrees, upon request by Tenant and in timely manner, to undertake and complete corrective action on facility site infrastructure problems and deficiencies which are classified as major repairs and which are the responsibility of the Landlord. Landlord will comply with procurement regulations of the State of Arizona. Major repairs under this agreement are those repairs necessary to correct problems with facility structure and integrity, plumbing and sewer, water systems, and infrastructure.

## 9. TERMINATION

This Agreement shall terminate at the expiration of its term, by operation of law, by the occurrence of uncured breaches by Tenant of significant provisions of this MOA, by total destruction of the premises, or upon Thirty (30) days prior written notification. This contract is subject to the cancellation provisions of A.R.S. §38-511.

Tenant agrees to immediately surrender the premises to the Landlord on termination of this Agreement. Tenant agrees to make any necessary interior and/or exterior repairs to restore premises to the same condition as when the Tenant took occupancy upon termination of this agreement. Failure by the tenant to vacate the premises shall constitute a holding-over by the Tenant.

## 10. MISCELLANEOUS

This Agreement may not be assigned by either party without written consent of the other party.

By executing this Agreement, the Tenant acknowledges it has carefully read and reviewed

this Agreement and each term and provision contained in it and voluntarily consents to such.

The Agreement is the entire Agreement between the parties and may not be enlarged, modified, or altered except by mutual agreement in writing, signed by both parties.

This Agreement may only be amended by written mutual consent of the parties.

This document represents the complete agreement of the parties and supersedes any prior agreements, written or oral.

**11. DISPUTE RESOLUTION**

If a dispute arises under this agreement, the parties shall use their best efforts to resolve any disputes informally and may agree to mediation prior to the filing of any claim.

**12. NOTICES**

Any and all notices required to be given under this Agreement shall be given in writing to:

**LANDLORD**

Superintendent Dennis Dearden  
Sedona Oak Creek Unified  
School District  
221 Brewer Road, Ste. 100  
Sedona AZ 86336

**TENANT**

Superintendent Annette Reichman  
Arizona State Schools for the  
Deaf and Blind  
800 W. Washington, Suite 539  
Phoenix, AZ 85007

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

Sedona Oak Creek Unified School District No. 9

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SUPERINTENDENT SEDONA OAK CREEK UNIFIED SCHOOL DISTRICT #9**

**ADDENDUM #1 TO THE AGREEMENT BETWEEN SEDONA OAK CREEK UNIFIED SCHOOL DISTRICT NO. 9  
AND  
ARIZONA STATE SCHOOLS FOR THE DEAF AND THE BLIND**

**ADDENDUM OF MANDATORY CONTRACT PROVISIONS FOR ARIZONA STATE AGENCIES**

**APPLICABLE LAW**

This Agreement shall be governed and interpreted by the laws of the State of Arizona.

**NON-AVAILABILITY OF FUNDS**

In accordance with A.R.S. § 35-154, every payment obligation of Tenant under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Tenant at the end of the period for which funds are available. No liability shall accrue to the Tenant in the event this provision is exercised, and the Tenant shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**AUDIT**

In accordance with A.R.S. § 35-214, both parties shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times.

**NON-DISCRIMINATION**

The parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order No. 2009-09, and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

**ARBITRATION- TO REPLACE § 11 DISPUTE RESOLUTION**

To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the parties agree to resolve any dispute arising out of this agreement by arbitration, except as may be required by other applicable statutes.

**ANTI-TRUST VIOLATIONS.**

The parties shall assign any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the parties toward fulfillment of this Agreement to the State of Arizona.