

**FOR ARTS EDUCATION PROGRAM
COOPERATIVE AGREEMENT**

THIS AGREEMENT, made and entered into this 8th day of October, 2019, by and between the **CITY OF SEDONA**, Arizona, a municipal corporation of the State of Arizona, hereinafter called the "City," and **SEDONA-OAK CREEK UNIFIED SCHOOL DISTRICT**, a political subdivision of the State of Arizona, hereinafter called the "District," as follows:

WHEREAS, the City, through its Arts & Culture Commission, desires to promote art education for the youth of the City; and

WHEREAS, the District desires to continue the program of Arts Education in order to promote the arts for the youth of Sedona; and

WHEREAS, the parties are empowered to enter into this Agreement pursuant to A.R.S. § 11-952.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to each other, it is hereby agreed as follows:

1. Pursuant to this agreement, the District will ensure the availability of District facilities and the implementation of classroom learning experiences dealing with arts education.
2. It is understood that the City will, through the Arts and Culture Coordinator:
 - a. Organize, schedule and monitor the *Artist in the Classroom Program*.
 - b. Conduct all required background checks and fingerprinting of all artists participating in the Artist in the Classroom Program through the City's Human Resource Department.
 - c. Assist classroom teachers to integrate art resources into their curriculum.
 - d. Oversee the provision of art materials for the schools.
 - e. All art created pursuant to this agreement, shall remain the property of the City, which the City may loan to the district at the City's sole discretion.
3. The term of this Agreement shall be five (5) years commencing on the date on which this Agreement was entered and shall renew automatically in one (1) year periods unless terminated by either the City or the District upon sixty (60) days written notice.

- 4. Pursuant to A.R.S. § 38-511, the parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of that party is, at any time while the Agreement or an extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity, or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

- 5. This Agreement may be terminated upon sixty (60) days written notice to the other party or upon mutual agreement.

CITY OF SEDONA, a municipal corporation of the State of Arizona

By: _____ Dated: _____
Justin Clifton, City Manager

Pursuant to A.R.S. § 11-952(D), the undersigned City Attorney has determined that this Agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to the City of Sedona.

By: _____ Dated: _____
Robert Pickels, City Attorney

**THE SEDONA-OAK CREEK UNIFIED SCHOOL DISTRICT,
a political subdivision of the State of Arizona**

By: _____ Dated: _____
Dennis Dearden, Superintendent Sedona-Oak Creek Unified School District

Pursuant to A.R.S. § 11-952(D) the undersigned attorney as counsel for the Sedona-Oak Creek Unified School District has determined that this Agreement is in proper form and within powers and authority granted under the laws of the State of Arizona to the District.

By: _____ Dated: _____
Ben Hufford, Counsel for the Sedona-Oak Creek Unified School District