

CITY COUNCIL REPORT



Meeting Date: April 14, 2026
General Plan Element: *Public Services and Facilities*
General Plan Goal: *Provide safe, accessible, and adaptable public buildings to meet the evolving needs of the community*

ACTION

Authorize Contract No. 2026-044-COS. Adopt Resolution No. 13632 authorizing Contract No. 2026-044-COS with Scottsdale Unified School District No. 48 for lease of 18,879 square feet of space needed for temporary relocation of City staff during the construction of the Bond 2019 Project 40 - Renovate and Expand Civic Center Jail and Downtown Police Facility.

BACKGROUND

The purpose of this action is to approve Contract 2026-044-COS with Scottsdale Unified School District No. 48 ("SUSD") to lease a portion of school property located at the Southwest corner of Oak and Miller Roads. The renovation and expansion of the Civic Center Jail and Police Facility Project (the "Project") was approved by the voters as part of the 2019 bond election. Construction of the Project requires temporary relocation of city staff to the school property until project completion.

ANALYSIS & ASSESSMENT

Recent Staff Action

Staff negotiated the terms of the lease with SUSD for the temporary use of school property by city staff until completion of the Project. The initial term of the lease is for two years with two (2) additional one-year extensions. The monthly rental fee is \$15,000.00 with the possibility of an increase based on districts costs of operating the building. However, any rent increase will not exceed 10% of the current amount .

RESOURCE IMPACTS

Available funding

A total amount of \$200,000 from CIP Project PB2204 (Civic Center Jail Renovation) will fund the initial costs associated with the lease of the Oak Street property. Of this amount, \$100,000 will be used for tenant improvements and \$100,000 will be applied toward rent payments. All remaining costs will be funded through the Real Estate operating budget in the General Fund.

Staffing, Workload Impact

City Council Report | Lease Building Space from Scottsdale Unified School Dist. No. 48

The City’s Real Estate Asset Manager, or designee, shall be the City’s contract administrator responsible for ensuring compliance with the terms of the Lease Agreement.

Maintenance Requirements

As part of the Lease Agreement, City staff is required to maintain the lease area.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 13632 authorizing Contract No. 2026-044-COS with Scottsdale Unified School District No. 48 to lease a portion of school property for temporary relocation of city staff during construction of existing city facilities.

Proposed Next Steps

If approved, staff will deliver Contract No. 2026-044-COS executed by City for final execution by SUSD.

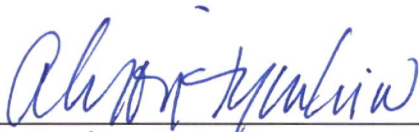
RESPONSIBLE DEPARTMENT(S)

Transportation and Infrastructure

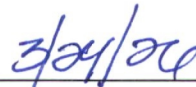
STAFF CONTACTS (S)

Roger Berna, Principal Project Manager, rberna@scottsdaleaz.gov 480-312-7845
Alicia Gallardo, Real Estate Management Specialist, agallardo@scottsdaleaz.gov 480-312-7692

APPROVED BY



Alison Tymkiw, Senior Director – City Engineer
Transportation and Infrastructure
480-312-7760, ATymkiw@scottsdaleaz.gov



Date

ATTACHMENTS

1. Resolution No. 13632
2. Location Map
3. Contract No. 2026-044-COS

RESOLUTION NO. 13632

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING THE EXECUTION OF CONTRACT NO. 2026-044-COS BETWEEN THE CITY AND THE SCOTTSDALE UNIFIED SCHOOL DISTRICT NO. 48 FOR THE LEASE OF PROPERTY LOCATED AT 7501 E. OAK STREET, SCOTTSDALE, ARIZONA.

WHEREAS, the City is authorized by Article 1, Section 3 of the City Charter to acquire interests in real property located within or without its jurisdictional limits for any City purpose, consistent with state law, in fee simple or any lesser interest or estate, by purchase, gift, devise, lease, or condemnation; and

WHEREAS, the City desires to enter into Contract No. 2026-044-COS, a Lease Agreement with Scottsdale Unified School District No. 48 to define the terms and conditions under which the City will lease certain real property located at 7501 E. Oak Street, Scottsdale, Arizona for use as offices, and workspace for municipal employees; and

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

Section 1. The Mayor is hereby authorized, approved, and directed to execute, on behalf of the City, Contract No. 2026-044-COS, a Lease Agreement between the City and the Scottsdale Unified School District No. 48 for certain real property located at 7501 E. Oak Street, Scottsdale, Arizona.

Section 2. The City Manager or designee is hereby authorized to execute such other documents or take such other actions as necessary to carry out the intent of this resolution.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this _____ day of _____, 2026.

ATTEST:


CITY OF SCOTTSDALE,
an Arizona municipal corporation

Ben Lane, City Clerk

Lisa Borowsky, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

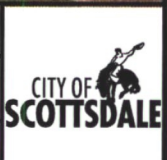


Luis E. Santaella, Interim, City Attorney
By: Joe Padilla, Deputy City Attorney

ATTACHMENT 1



ATTACHMENT 2					
PROJECT TITLE					
LOCATION MAP					
DEPT.	A.G.	DRAWN	DATE	SCALE	SHT.
T&I		RAH	3/26	NTS	1 OF 1



LEASE AGREEMENT
Between
SCOTTSDALE UNIFIED SCHOOL DISTRICT NO. 48
And
CITY OF SCOTTSDALE

This Lease Agreement (the "Agreement") is entered into this ___ day of _____, 2026 ("Effective Date") between Scottsdale Unified School District No. 48, a political subdivision of the State of Arizona and Arizona school district, hereinafter referred to as ("District"), and City of Scottsdale, an Arizona municipal corporation, hereinafter referred to as ("City"). The District and City shall be collectively referred to here as the "Parties" and/or individually as a "Party."

WITNESSETH

WHEREAS, the District owns certain real property located at 7501 E. Oak Street., Scottsdale Arizona, also known as Maricopa County Assessor Parcel Number(s) (APN) 131-20-001 (the "School Site"); and

WHEREAS, the District and City desire to enter into this Agreement whereby the City would lease a portion of the School Site known as Oak Learning Academy, which is described and/or depicted in Exhibit A, which is attached hereto and made a part of this Agreement (the "Property"); and

WHEREAS, City desires to use an area within the Property which is described and/or depicted on Exhibit B which is attached hereto and made a part of this Agreement (the "Premises"); and

WHEREAS, City desires to use the Premises for the relocation of city staff, operation of municipal services, staff and visitor parking, and activity reasonably related to the operation of municipal governmental functions, (the "Permitted Use"); and

WHEREAS, City has determined that the Premises is suitable for the Permitted Use; and

WHEREAS, the District is permitted to lease District property to organizations in accordance with A.R.S. § 15-1105; and

WHEREAS, the Governing Board of the District is permitted to enter into leases for school buildings or grounds for a period of less than twenty (20) years as permitted by A.R.S. § 15-342(9); and

WHEREAS, the City is authorized by Title 9, Chapter 4, Article 1 of the Arizona Revised Statutes to acquire and dispose of real property, provided that such acquisition and disposition is consistent with the Charter of the City of Scottsdale; and

WHEREAS, the City is authorized by Section 3, Article 1 of the Charter of the City of Scottsdale to acquire interests in real property located within or without its corporate limits for any

city purpose, consistent with state law, in fee simple or any lesser interest or estate, by purchase, gift, devise, lease, or condemnation.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. TERM

This Agreement shall become effective upon the Effective Date and shall be for a period of two (2) years (the "Initial Term"), unless terminated earlier, pursuant to the terms of this Agreement. Subject to the terms of Article XVI below, and upon mutual written agreement of the Parties, the Term of his Agreement may be extended for two (2) additional one (1) year term (a "Renewal Term"). To exercise a Renewal Term, City shall give District written notice of its intent to renew at least two (2) months prior to the expiration of the then current Agreement Term. During the Renewal Term, the terms, provisions and conditions contained within the Agreement shall remain in full force and effect. The Initial Term and any authorized Renewal Terms are collectively referred to herein as the "Term."

II. PERMITTED USE AND RENT

Upon execution of this Agreement, District shall make the Premises available to City for the Permitted Use subject to the following:

1. City shall have exclusive use of the Premises. The Premises may only be used for the Permitted Use. City shall have access to the Premises twenty-four (24) hours per day and seven (7) days per week. City is hereby granted a non-exclusive right to use in common with District, other tenants (currently Community Education and Nutritional Services), and occupants authorized by District, their respective employees, agents, contractors, customers, and invitees, such sidewalks, hallways, bathrooms and other common areas and facilities as District shall from time to time designate for common use ("Common Areas").

1.1 City shall have proportionate use of the existing onsite parking areas, in conjunction with the other tenants.

2. In consideration for the use of District's property, City agrees to pay as gross rent (the "Rent"), in equal monthly installments as follows:

The City shall pay the Rent to the District the amount of \$15,000 per month for use of the premises. The City shall pay the Rent no later than the 25th day of the month. After the first 12 months the Parties shall meet to review the "Rent" amount to consider a possible increase based on the costs of operating the building to the district. However, any rent increase shall not exceed 10% of the current amount.

The above rent includes applicable real estate taxes, utilities, insurances and all other operating expenses (except as provided below in Section VIII). City shall not be subject to

any additional expense pass-through during the Term of this Agreement, or during any Renewal Term(s).

3. City, at its sole cost and expense, shall be responsible to comply with all local, state and federal codes, laws, statutes, ordinances, orders, rules and regulations of any governmental authority whether now or hereafter in effect associated with City's use of the Premises. City shall comply with any and all security procedures and background checks as may be required by District.
4. City shall keep the Premises in a clean, safe and usable condition at all times.

III. ENTRY AND INSPECTION

District shall have the right but not the obligation at all times after reasonable notice to City to enter onto and inspect the Premises. District will notify City of any unsatisfactory condition. City shall take action as soon as possible to correct such condition(s) at City's expense.

IV. TENANT IMPROVEMENTS, MAINTENANCE, ALTERATIONS, AND REPAIRS

1. Upon full execution of this Agreement, the City shall, at its sole cost and expense, construct any interior and exterior improvements to the Premises that are reasonably necessary for the City to perform the Permitted Use (the "Tenant Improvements"), all in accordance with the site work plan depicted on **Exhibit C**, attached hereto and made a part hereof. A full set of plans is on file with the City of Scottsdale.

District hereby designates Mr. Dennis Roehler, Director of Facilities and Bond Management who can be reached at droehler@susd.org or by phone at 480-415-8564, as its representative and agent for the purpose of receiving notices, reviewing submittals and/or requests for changes to the proposed Tenant Improvements, and for District's review of the installed Tenant Improvements. City hereby designates Steve Denning who can be reached at SDenning@scottsdaleaz.gov or by phone at (480) 312-5756, as its representative and agent for the Tenant Improvements.

City shall retain an appropriately licensed contractor (the "Contractor") to complete the Tenant Improvements and shall pay the Contractor directly for the Tenant Improvements.

City, at its sole cost and expense, shall, if required, produce construction plans for the Tenant Improvements, submit the plans to all required permitting agencies with jurisdiction, and obtain all required permits and approvals for construction of the Tenant Improvements, as applicable. City shall be solely responsible for identifying all required permits and approvals.

All Tenant Improvements construction shall be performed in a professional and workmanlike manner in full compliance with all applicable federal, state and local rules, regulations, codes and ordinances including, but not limited to, health, building, zoning, fire and safety codes, all applicable environmental statutes, regulations and ordinances, the Americans with Disabilities Act of 1990, A.R.S. §§ 9-499.02, 41-1492 through 41-1492.11, the Architectural Barriers Act of 1968, and the Uniform Federal Accessibility Act of 1983. City shall also ensure that all activities (operations and/or construction) are in compliance

with all applicable federal, state and local air quality and environmental laws, regulations or policies.

Prior to the commencement of the Tenant Improvements, City shall ensure Contractor has purchased, and maintains throughout construction, all standard insurance coverage at levels standard in the industry from a company or companies duly licensed by the State of Arizona and require any subcontractors to maintain equivalent insurance based in their trade and participation in the work.

City shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for City or for use on the Premises or Property, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or Property or any interest therein. Any liens placed on the Premises by contractors hired by City to construct improvements, if not satisfied by City, will give District cause to declare a default under this Agreement and will make City liable to the District for the amount of the liens, plus any legal expenses (including attorneys' fees and court costs), incurred by District in collection of these amounts from City and/or the amounts to satisfy the liens. If City shall contest the validity of any such lien, claim or demand, the City shall, at its sole expense, defend and protect itself, District, the Premises, and the Property against the same and shall pay and satisfy any such adverse judgement that may be rendered thereon before the enforcement thereof. If District elects to participate in any such action, City shall pay District's reasonable attorneys' fees and costs.

All construction materials shall be new and shall be subject to industry standard warranties. Upon completion of the Tenant Improvements, City shall obtain final inspections and approvals if required and a certification from the architect that all such work was constructed in substantial conformity with the applicable plans and specifications if required. Notwithstanding the foregoing, City shall undertake to remedy, at no expense to District, any violations of applicable law (if any) resulting from City's failure to initially construct the Tenant Improvements in accordance with applicable laws in effect at the time of permit issuance, of which violations District and/or City receives a written violation notice from District or any governmental authority.

2. Notwithstanding the above, City shall not make alterations, modifications or repairs to the Premises without the prior consent of District, which consent may be granted or withheld in the District's sole discretion.
3. City will provide all furniture, temporary cubical partitions and supplies necessary to use the Premises for the Permitted Use. If District or its agents, servants, or employees damage City's property, District agrees to immediately repair the same; and, if any of the property of City is lost, stolen or destroyed by District or its agents, servants, or employees, District agrees to immediately replace the same.
4. District agrees, at its cost, to maintain the roof, walls, ceilings, structural members, entry ways, heating, cooling, plumbing, and electrical systems, units and fixtures in good repair and condition during the term of the Agreement.
5. City agrees to keep and maintain the Premises in a clean, neat, safe and orderly condition, including but not limited to routine maintenance of the Premises and its fixtures. City agrees

to keep the Premises free and clear of any and all liens arising out of any work performed or material furnished to or by, or obligations incurred by City. If City or its agents, servants, guests, invitees, patrons or employees damage the Premises or the property of City, normal wear and tear excepted, City agrees to immediately repair the same; and, if any of the property of District is lost, stolen or destroyed by City or its agents, servants, guests, invitees, patrons or employees, City agrees to replace the same. Any repair work performed by City shall be agreed upon by City and District prior to the work being performed.

6. City agrees to perform monthly inspections of Premises, and to immediately notify District of any damage or defect, in order that District may comply with terms set forth in this Agreement.

V. COMPLIANCE WITH GOVERNING BOARD POLICIES AND APPLICABLE LAWS

City, its staff members, and its participants shall at all times comply with all Governing Board Policies of the District, in effect at the time of the execution of the Agreement or as adopted from time to time by the Governing Board. Failure to comply constitutes cause for the termination of this Agreement. The Parties also agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, nondiscrimination and affirmative action.

VI. TOBACCO, DRUGS AND ALCOHOL

City shall not keep, permit or allow any non-prescribed drugs or any liquors or beverages of any intoxicating nature or tendency to be sold, used or possessed on the Premises or on the school grounds. Smoking or use of tobacco products of any kind (including but not limited to vaping) is prohibited on the Premises.

VII. INTERFERENCE WITH DISTRICT OPERATIONS

If City's operations substantially and adversely affect the operations of the District, then the District shall give prompt and reasonable notice specifying the objectionable practices. City shall immediately correct such operations or practices.

VIII. ADDITIONAL UTILITIES

District shall not be obligated to provide any phone or internet service at the Premises. If City desires such services, City, at its sole cost, shall obtain such services directly from service providers. District is not obligated to upgrade the type or extent of utility service at the Premises. The City, at its sole cost, will be responsible for all janitorial and security services at the Premises. The fee for trash removal is calculated and charged with a separate monthly invoice.

IX. LIABILITY

Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, 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.

X. INSURANCE

The City is self-insured pursuant to S.R.C. §2-170 in regard to comprehensive general liability insurance, automobile liability insurance, and workers' compensation. The City does maintain excess insurance above its self-retention. Said policies of insurance shall provide liability insurance coverage of all of City's activities on the Premises and shall have no exclusions relating to sexual assault, abuse or molestation.

District shall maintain, at its expense, comprehensive general liability insurance covering its activities on the Premises.

City shall provide a Certificate of Insurance before or upon execution of this Agreement.

Certificates evidencing all of such insurance required of District and City hereunder shall be provided from the insured to the other party and shall guarantee thirty days advance written notice to such other party of cancellation, non-renewal or material change. All insurance provided hereunder shall be provided by a company authorized to do business in the State of Arizona and, with regard to City's insurance obligations, approved by District. All such insurance shall name the other party, its officials, agents, employees and volunteers, as additional insureds with respect to liability arising out of activities performed by, or on behalf of, the insured party.

XI. DESTRUCTION OF PREMISES

In the event the Premises are destroyed by fire, the elements, or any other cause, or so damaged as to render them untenable, due to or caused by, an act or omission by City, its agents, employees or invitees, at any time during the term of this Agreement (as may be extended), the City shall repair or replace the Premises.

XII. ZONING AND PERMITS

District does not warrant that the Premises are zoned for the use contemplated by the City. City shall bear the cost of procuring zoning charges, if any, permits and approvals as are required by law for City's intended use of the Premises. If City is unable to procure zoning or other necessary approvals, it may terminate this Agreement by giving written notice to District.

XIII. SIGNS AND ADVERTISING

City shall have the right to display on the Premises signs that are in compliance with all applicable municipal ordinances and regulations with respect thereto and in keeping with the dignity of the Premises and its surroundings, subject to the prior approval of District, which approval may be granted or withheld in the District's sole discretion. City shall pay for the design, fabrication, installation, maintenance and repair of any such signs at City's sole cost and expense. No sign or advertising by City shall tend to mislead anyone that District has any relationship with City or its operations other than merely as District. On or before the expiration or sooner termination of this Agreement, City, at City's sole cost and expense, will remove any such signs from the Premises and will repair any damage to the Premises as a result of such signs being affixed to the Premises or as a result of such removal.

XIV. LIENS

During the term of this Agreement and any extensions thereof, City shall at all times keep the Premises free of mechanics' liens and other liens of like nature, and at all times shall fully protect and indemnify the District against all such liens. In connection with any alterations of, or additions to, the Premises, including, without limitation, the construction of the Tenant Improvements, City will provide the District with full, final and unconditional lien waivers from any and all contractors performing work at the Premises within thirty (30) days of the substantial completion of any and all such work.

XV. DEFAULTS AND REMEDIES

In the event of any default under this Agreement, and failure by the breaching party to cure said default within thirty (30) days after written notice made in accordance with this Agreement (such 30-day period subject to extension as is reasonably necessary in the event the default reasonably takes longer than 30-days to cure, so long as the breaching party commences the cure within such 30-day period and thereafter diligently prosecutes the cure to completion), the non-breaching Party may elect to terminate this Agreement upon one hundred twenty (120) days' written notice and may pursue any applicable judicial or non-judicial rights and remedies for the breach.

XVI. DISTRICT TERMINATION RIGHTS

Notwithstanding anything contained herein to the contrary, including without limitation Articles I and II above, the District shall have the right in its sole and absolute discretion to terminate this Agreement upon one hundred eighty (180) days' notice to the City in the event that the District determines that the Premises is reasonably required for a school use. Upon the effectiveness of any such termination, this Agreement shall terminate and be of no further force and effect except for those provisions that expressly survive termination as provided in this Agreement.

XVII. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision. The waiver of any of the terms and conditions of this Agreement shall be limited to the particular instance involved and shall not continue.

XVIII. RELATIONSHIP

The relationship created by this Agreement is that of District and City and no other, it being understood that the City is not a partner, joint venturer, associate, agent, employee or servant of the District. District assumes full responsibility for the actions of District's personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

XIX. SEVERABILITY

Should any provision of this Agreement be declared contrary to law by and court, or if such a danger arises, the provisions shall have the effect in the law only to the extent permitted by law, but all other provisions shall continue in full force and effect. The Parties shall thereupon immediately open negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

XX. APPROVAL

This Agreement has been approved by the Governing Board of the District at a duly authorized public meeting. The City certifies that the signatories to this Agreement have authority to bind the City to the terms of the Agreement as stated herein.

XXI. ASSIGNMENT AND SUBLETTING

City does not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Premises without the prior written consent of District, which consent may be granted or withheld in District's sole discretion.

XXII. INTERPRETATION

This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both Parties.

XXIII. AUTHORITY

The individual signing below on behalf of District hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of District and that this Agreement is binding upon District in accordance with its terms.

XXIV. CONFLICT OF INTEREST AND NON-APPROPRIATION OF FUNDS

This Agreement is subject to the provisions of A.R.S. § 38-511, the provisions of which are incorporated herein by this reference. This Agreement may be terminated by City or District or at the end of any fiscal year due to non-appropriation of funds without any penalty or liability to the terminating party. City's and District's fiscal year ends June 30th. Each Party and/or any of its respective employees, agents, officers, directors, members, successors or assigns hereby waives any and all rights to bring any claim against the other Party or its respective employees, agents, officers, directors, members, successors or assigns from or relating in any way to the termination of this Agreement pursuant to this Section XXV.

XXV. APPLICABLE LAW

This Agreement and all obligations upon the District or the City arising therefrom shall be subject to any limitations of budget law or other applicable local law or regulation. The Parties hereto shall comply with all applicable federal, state and local statutes, ordinances, regulations, rules, standards and executive orders. The terms of this Agreement shall be construed in accordance with the laws of the State of Arizona and any action thereon shall be brought in the appropriate court located in Maricopa County, Arizona.

XXVI. ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto set forth all of the covenants, promises, agreements, conditions and understandings between the Parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties

other than as set forth herein, and those agreements which are executed contemporaneously herewith. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.

XXVII. NOTICES

All notices provided for herein shall be in writing and sent by certified mail or personal delivery to the Parties at the following addresses:

District: Scottsdale Unified School District No. 48
Attn: Chief Financial Officer
7575 E. Main Street
Scottsdale, AZ 85251

With a copy to: SUSD General Counsel
Mohave District Annex
8500 E Jackrabbit Road
Scottsdale, AZ 85250

City: City of Scottsdale Real Estate Services
Attn: Real Estate Asset Manager
7447 E. Indian School Rd., Ste 205
Scottsdale, AZ 85251

With a copy to: City of Scottsdale Attorney's Office
Attn. City Attorney
3939 N. Drinkwater Blvd
Scottsdale, AZ 85251

Invoices to Lessee shall be in writing and sent via mail or email as follows:

Lessee: City of Scottsdale Real Estate Services
Attn: Real Estate Asset Manager
7447 E. Indian School Rd., Ste 205
Scottsdale, AZ 85251
MMuiser@scottsdaleaz.gov

XXIX. CONTRACT ADMINISTRATORS

The City's Real Estate Manager, or designee, shall be the City contract administrator(s) ("City Contract Administrator(s)"), who will be responsible for administering the terms of this Agreement for City, and will be the contact between City and District. District's General Counsel or designee, who at the time of execution of this Agreement is Nicholas Buzan, shall be the District's contract administrator ("District's Contract Administrator"), who will be responsible for administering the terms of this Agreement for District, and will be the contact between City and District. If approval

of City's Council is required for this Agreement, and such approval has been obtained, then written agreements to renew (Article I,) and notices (Article XXVIII) may be executed, on behalf of City, by City's Contract Administrator(s) without returning to Council.

XXX. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

XXXI. RETURN OF PREMISES

At the expiration or termination of the Agreement, City will leave the Premises in a good and clean condition, normal wear and tear excepted. City shall remove all City's personal property and signage at expiration or termination of the Term. City may, at District's election, abandon the Tenant Improvements or alterations made to the Premises in place or remove them at City's sole cost.

XXXII. INCORPORATIONS

The Recitals set forth above are incorporated into and made a part of this Agreement. All exhibits referenced herein and attached hereto are incorporated into and made a part of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Exhibit "A"

