

Yavapai College
District Governing Board
Regular Board Meeting

Tuesday, May 18, 2021

Immediately after adjournment of budget adoption meeting (estimated time 1:30 p.m.)

Community Online Only

Link: <https://www.youtube.com/user/YavapaiCollege>

The College is committed to protecting the health and safety of its students, employees, and other community members during the COVID-19 pandemic. Therefore, College District Governing Board Budget Adoption meeting will be viewable online only via YouTube for the Community.

Pursuant to Arizona Revised Statutes (A.R.S.) §38-431.02, notice is hereby given to the members of the Yavapai College District Governing Board and to the general public that the Board will hold a public meeting, open to the public as specified below. The Board reserves the right to change the order of items on the agenda. One or more members of the Board may participate in the meeting by telephonic communication.

Pursuant to A.R.S. §38-431.03.A.2, A.3 and A.4, the Board may vote to go into Executive Session, which will not be open to the public, for legal advice concerning any item on the agenda to review, discuss and consider records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law; or to consult with and instruct its attorneys regarding its position on contracts, litigation or settlement discussions. If indicated in the agenda, the Board may also vote to go into executive session, which will not be open to the public, to discuss specific agenda items.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter or closed caption, by contacting the Executive Assistant at (928)776-2307. Requests should be made as early as possible to allow time to arrange the accommodation.

Please note that meeting conclusion time is included for planning purposes only and does not necessarily reflect the actual time of the agenda item. When regular board meetings, public hearings (both truth in taxation and budget adoption public hearings) and budget adoption special meetings are scheduled for the same date, each hearing or meeting will begin immediately upon adjournment of the preceding hearing or meeting.

AGENDA

- 1.0 General Functions: Procedural
 - 1.1 Call to Order {Time: 1}
 - 1.2 Pledge of Allegiance {Time: 1}
 - 1.3 Adoption of Agenda – **DECISION** {Time: 1}
 - 1.4 Board Minutes Approval – **DISCUSSION AND DECISION** {Time: 5}
 - 1.4.1 Regular Board Meeting Minutes – Tuesday, April 20, 2021 (*Attached*)
- 2.0 New Business:
 - 2.1 Consent Agenda – **DECISION** {Time: 10}
 - 2.1.1 Receipt of Report on Revenues and Expenditures for March 2021 (*Attached*)
 - 2.1.2 Yavapai County Treasurer’s Waiver of Conflict of Interest (*Attached*)
 - 2.1.3 Fifth Amendment to Intergovernmental Agreement between Valley Academy for Career and Technology Education and Yavapai College for Educational Programs (*Attached*)

- 2.1.4 Lease Agreement between Yavapai College and Valley Academy for Career and Technology Education (*Attached*)
- 2.1.5 Seventh Amendment to Intergovernmental Agreement between Mountain Institute Career and Technical Education District and Yavapai College for Educational Program (*Attached*)
- 2.1.6 First Amendment to Intergovernmental Agreement between Yavapai College and the City of Prescott (*Attached*)
- 2.1.7 Fourth Amendment to Joint Use Agreement Intergovernmental Agreement between the City of Prescott and Yavapai College (*Attached*)
- 2.2 District Governing Board Resolution 2021-05 – Dr. Clint Ewell - **INFORMATION, DISCUSSION, AND DECISION** (*Attached*) {Time: 10}
- 2.3 Exploration of Arizona Senate Bill 1453 Community Colleges; Four-Year Degrees – Dr. Lisa Rhine - **INFORMATION, DISCUSSION, AND DECISION** (*Attached*) {Time: 10}
- 3.0 Information Business:
 - 3.1 Board Self-Evaluation of Board Policies - **INFORMATION AND DISCUSSION** {Time: 5}
 - 3.1.1 Evaluation Board Policy 4.5 President Compensation and Benefits
 - 3.2 President’s Report **INFORMATION** {Time: 30}
 - 3.2.1 Update on the College - Dr. Lisa Rhine
 - 3.2.1.1 2021 Commencement
 - 3.2.2 Faculty Senate – Dr. Jennifer Jacobson (*Attached*)
 - 3.2.2.1 Nursing 2020-2021 Pandemic Outcomes – Dr. Selina Bliss (*Attached*)
 - 3.2.3 Budget to Actual Monthly Report and Cash Reserves Monthly Report (*Attached*)
 - 3.3 Board Liaisons’ Reports – **INFORMATION AND DISCUSSION** {Time: 10}
 - 3.3.1 Board Spokesperson – Board Chair McCasland
 - 3.3.2 Arizona Association of Community College Trustees (AACCT) – Board Chair McCasland and Member Sigafos
 - 3.3.3 Yavapai College Foundation –Board Chair McCasland
 - 3.4 Dates and Time of Future Meetings and Events – **INFORMATION AND DISCUSSION**{Time: 5}
 - 3.4.1 2021-2022 Draft Dates and Times, Future Meetings (*Attached*)
 - 3.4.2 2020-2021 Dates, Times, and Places of Future Events (*Attached*)
- 4.0 EXECUTIVE SESSION
 - 4.1 A.R.S. §38-431.03(A)(3) & (4), Discussion and consultation with attorneys for the legal advice and to consider and instruct its attorneys regarding the College’s position in *United States ex rel. Daniel Hamilton v. Yavapai County Community College District*, CV12-08193-PCT-PGR - **PROCEDURAL** {Time: 60}
 - 4.2 A.R.S. §38-431.03(A)(1), Review of President’s Annual Evaluation, Compensation, and Employment Agreement – **PROCEDURAL** {Time: 60}
- 5.0 Convene in Public Session

- 5.1 Possible action to confirm instructions provided to the College's attorneys regarding *United States ex rel. Daniel Hamilton v. Yavapai County Community College District*, CV12-08193-PCT-PGR in executive session - **DECISION** {Time: 5}
- 5.2 Possible Action RE: President's Evaluation and Consideration of President's Contract as a Result of Executive Session – **DECISION** {Time: 5}

- 6.0 Adjournment of Regular Meeting: Procedural - **DECISION** {Time: 1}

Yavapai College
District Governing Board
Regular Board Meeting
Tuesday, April 20, 2021
1:00 p.m.

Item# 1.4.1

Community Online Only

Link: <https://www.youtube.com/user/YavapaiCollege>

Members Present:

Ms. Deb McCasland, Board Chair
Mr. Ray Sigafoos, Secretary
Mr. Paul Chevalier, Board Member
Mr. Mitch Padilla, Board Member
Mr. Chris Kuknyo, Board Member

Administration Present:

Dr. Lisa B. Rhine, President
Atty. Lynne Adams, Board Attorney
Ms. Yvonne Sandoval, Executive Assistant

MINUTES

- 1.0 General Functions: Procedural
 - 1.1 Call to Order {Time: 1}
Chair McCasland called the Yavapai College District Governing Board Meeting to order at 1:03 p.m.
 - 1.2 Pledge of Allegiance {Time: 1}
The Pledge of Allegiance was led by Member Padilla.
 - 1.3 Adoption of Agenda – **DECISION** {Time: 1}
Member Kuknyo moved, seconded by Member Padilla, to adopt the District Governing Board Agenda. Motion carried unanimously. (Ayes: McCasland, Sigafoos, Chevalier, Padilla, and Kuknyo)
 - 1.4 Board Minutes Approval – **DISCUSSION AND DECISION** {Time: 5}
 - 1.4.1 Regular Board Meeting Minutes – Tuesday, March 9, 2021 (*Attached*)
Secretary Sigafoos moved, seconded by Member Chevalier, to approve the Regular Board Meeting Minutes for Tuesday, March 9, 2021. Motion carried unanimously. (Ayes: McCasland, Sigafoos, Chevalier, Padilla, and Kuknyo)
 - 1.5 Open Call – **INFORMATION** {Time: 10}
No community members registered for open call.

2.0 Information Business:

2.1 Board Self-Evaluation of Board Policies – **INFORMATION AND DISCUSSION** {Time: 5}

2.1.1 Evaluation Board Policy 4.7 President Succession

In response to a question from Member Kuknyo regarding when the Board will review and discuss edits to the policy, Chair McCasland stated that would take place during the June Board Workshop.

Secretary Sigafos provided an explanation to Member Padilla's written comment about the President's succession plan, noting that Board Policy 4.7 is the President's succession plan.

2.2 President's Report – **INFORMATION** {Time: 75}

2.2.1 Update on the College – Dr. Lisa Rhine

2.2.1.1 COVID Phase

The College has announced it will be moving to the Green Phase of the College's COVID Reentry Plan on June 1, 2021. More in-person classes and services will be provided. Registration for summer is now open, and classes begin on June 7, 2021 for summer. Fall registration opens on Monday, April 19, 2021 for all degree seeking students, and classes for fall begin on August 16, 2021.

2.2.1.2 Athletics

Congratulations to the Yavapai College Girls' Volleyball Team for winning the National Junior College Athletic Association (NJCAA) Southwest B District Tournament. For the first time in the College's history, the Volleyball Team completed the championship trifecta, winning the conference, region, and district. The Volleyball Team received an automatic bid to the compete in the NJCAA National Championship Tournament, where it lost despite terrific play.

2.2.1.3 Yavapai College Faculty Emeritus Presentation – Dr. Diane Ryan (*Attached*)

2.2.1.3.1 Ms. Debbie Roberts

2.2.1.3.2 Mr. Tom Schumacher

2.2.1.3.3 Mr. Dave Graser

2.2.1.3.4 Mr. Karl Siegfried

Dr. Ryan presented on each of the four faculty emeritus.

2.2.1.4 Yavapai College Honors Program – Dr. Diane Ryan (*Attached*) Professor Woolsey and Mr. Michael Swyers, Ms. Kari Warne, and Ms. Gabriella Baker, all of whom are Yavapai College Honors students, presented on the Yavapai College Honors Program.

2.2.1.5 Yavapai College Student Leadership Retreat – Mr. Rodney Jenkins (*Attached*)

Ms. Janice Souttee, Director of Student Engagement and Leadership, introduced the Yavapai College Roughrider Ambassadors and Students of Leadership (SOL) student. Ms. Nicole Reithal, Ms. Priscilla Imperial, and Mr. Alex Mangelsdorf,

all of whom are Student Ambassadors, presented on events and initiatives. Mr. Cassidy Swearingen, SOL student, presented on the Students of Leadership Development program.

- 2.2.1.6 Faculty Senate Report – Prof. Vikki Bentz
 - 2.2.1.6.1 IRS Enrolled Agent Certificate (*Attached*)Professor Bentz presented on the program highlight: Advanced Tax – IRS Enrolled Agent Certificate and on the six Accounting programs at Yavapai College.
- 2.2.1.7 Budget to Actual Monthly Report and Cash Reserves Monthly Report for February 2021 (*Attached*)

3.0 New Business:

- 3.1 Consent Agenda – **DECISION** {Time: 5}
 - 3.1.1 Receipt of Report on Revenues and Expenditures for February 2021 (*Attached*)
 - 3.1.2 Intergovernmental Agreement between Superior Court in Yavapai County for the Operation of the Yavapai County Learn and Earn Academy Program (*Attached*)
 - 3.1.3 Fourth Amendment to Lease Agreement with Northern Arizona Council of Governments Head Start – NACOG (*Attached*)

Secretary Sigafos moved, seconded by Chair McCasland, to approve the Consent Agenda. Motion carried unanimously. (Ayes: McCasland, Sigafos, Chevalier, Padilla, and Kuknyo)

Short Recess – Meeting recessed at 2:21 p.m.; reconvened at 2:27 p.m.

- 3.2 2022-2024 Yavapai College Strategic Plan – Dr. Clint Ewell – **INFORMATION AND DISCUSSION** (*Attached*) {Time: 30}

Dr. Ewell presented an introduction to the Yavapai College Strategic Plan. Dr. Tom Hughes discussed the mission, planning process, planning alignment, planning terminology, strategic goals, and strategic initiatives. Mr. Brian Moultrup, Secretary of the Student Government Association, presented on external opportunities and threats. The four components of the plan were introduced via a video: engendering a sense of belonging for both our employees and our students; living wage opportunities that match labor needs; delivery that is learner-centric; and a focus on opportunities for adult learners.

Member Chevalier asked if the College has considered as a weakness the inequity of education, art, and cultural events between the people that live on east side versus west side of the county. Dr. Hughes stated that the issue was not raised by participants in the SWOT analysis, but that the College continually examines whether there are equitable opportunities throughout the district.

Member Chevalier then opined that the strategic plan needed a fifth goal that focused on equity. Chair McCasland stated that the online courses are equally available to residents on the east and west sides.

Member Kuknyo stated that the strategic plan document looked more like a general plan document. Will the College go deeper on how to accomplish the goals? Dr. Hughes stated that the next step is preparing an action plan.

Member Kuknyo asked how long the process will take. Dr. Hughes stated that the intent is to develop the action plans by the end of May and put them into action starting on July 1, with the new fiscal year.

Dr. Rhine stated this strategic plan is meant very intentionally to be a rolling three-year plan that will allow changes as needed. All four of the components of the plan were selected carefully through a lens of care and concern about what is best for the community right now.

Chair McCasland reiterated the three roles of the Board: protect the institution, carry out the mission, and plan for the college's future. All actions from the Board must come back to support these three points.

3.3 2021-2022 Yavapai College Preliminary Budget – Dr. Clint Ewell –

INFORMATION AND DISCUSSION, (Attached) {Time: 60}

Dr. Ewell presented the Yavapai College Preliminary Budget. Dr. Ewell discussed the budget process timeline, Governmental Finance Officers Association Budget Standards, new budget format, budget summary, restricted budget, and capital.

Member Kuknyo asked if the increase in the Restricted Fund balance was due to COVID Relief Funds. Dr. Ewell stated that it was, and that Proposition 207 and 301 Funds from the State also contributed to the increase.

The Board members and Dr. Ewell discussed the proposed 3% raise for College employees. Member Chevalier believed that the College's employees are already compensated competitively. He noted that last year the College recommended, and the Board approved, a 3% across the board increase for all employees effective July 1, 2020, which cost \$1.3 million. He indicated that the cost of living has gone down, except for food, medical, and housing. He therefore indicated that another raise is not necessary because College employees have not had an overall cost of living this year, it is financially risky, and it places an undue burden on county taxpayers.

Member Kuknyo asked if the 3% raise is an across-the-board raise or part of a review process/evaluation. Dr. Ewell stated it is an across-the-board increase. The College is exploring a future pay for performance system. However, there are some employees who are not meeting performance expectations, and they will not receive the raise if approved by the Board.

Chair McCasland stated she supports the 3% raise increase. She noted that the College's faculty and staff are outstanding and that it will cost far more money to replace them than to retain them.

Dr. Rhine stated that Yavapai College is the second or third largest employee in the county. Therefore, the College employees are the very taxpayers being discussed and who will be helped by a raise.

Member Padilla questioned why the proposed raise is 3%. He would like more information on how the College came to that number. Although Member Padilla believed that Member Chevalier's comments were worth Board discussion, he did not agree with his rationale.

Member Padilla asked for clarification regarding whether increases in property values equate with more revenue for the College based on property taxes. Dr. Ewell explained that the revenue for the College stays the same. When property values go up, the property tax rate goes down, and the levy the amount collected by the College remains the same. The College's property tax collections increase only when the Board increases the levy percentage.

Member Kuknyo stated if the Board is going to approve a raise, then it must justify the decision to the county voters and taxpayers. He agreed with Member Padilla that the Board needed more information to justify a 3% increase for every employee. Dr. Ewell referenced page 80 of the Yavapai College Fiscal Year 2021-2022 Budget as providing the rationale for the 3% raise.

Chair McCasland noted that the Board approves the College's budget, and the Board has delegated the responsibility regarding the budget details to the President.

Secretary Sigafos stated that if the College is going to continue to deliver quality education, it needs to continue to have the funding to do so. He also indicated that he would like additional justification regarding the proposed 3% raise.

3.4 President's Monitoring Reports – **MONITORING, DISCUSSION, AND DECISION** {Time: 5}

3.4.1 Policy 2.0 Executive Limitation (*Attached*)

Member Kuknyo moved, seconded by Member Chevalier, we have read the President's Monitoring Report regarding Policy 2.0, we believe that the interpretation of the policy provided is reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with the policy. Therefore, I move that we accept the Monitoring Report for Policy 2.0. Motion carried unanimously. (Ayes: McCasland, Sigafos, Chevalier, Padilla, and Kuknyo)

3.4.2 Policy 2.5 Financial Conditions & Activities (*Attached*)

3.4.2.1 Policy 2.5.1 Expenditure of Funds (*Attached*)

3.4.2.2 Policy 2.5.2 Lease Limits and Delegation of Lease Authority for Real Property (*Attached*)

3.4.2.2.1 Policy 2.5.2.1 Improvements to Leased Property (*Attached*)

3.4.2.3 Policy 2.5.3 Reserve Adequacy (*Attached*)

3.4.2.3.1 Policy 2.5.3.1 Reserve Limits (*Attached*)

3.4.2.3.2 Policy 2.5.3.2 Reserve Replenishment (*Attached*)

Secretary Sigafos moved, seconded by Member Padilla, we have read the President's Monitoring Report regarding Policy 2.5 and its sub-policies, we believe that the interpretation of the policy provided is reasonable, and we believe that there is sufficient evidence to support the conclusion of compliance with the policy. Therefore, I move that we accept the Monitoring Report for Policy 2.5 and its sub-policies. Motion carried unanimously. (Ayes: McCasland, Sigafos, Chevalier, Padilla, and Kuknyo)

- 3.5 2020-2021 President’s Evaluation Timeline– Board Chair Deb McCasland –
INFORMATION AND DISCUSSION {Time: 5}
 The President’s Annual Evaluation packet and form will be emailed to the Board on Tuesday, May 4, 2021. Board Members will need to email their completed President’s Evaluation form to Board Attorney Lynne Adams by Tuesday, May 11, 2021. If a Board Member would prefer to mail their complete form, they will need to communicate with Yvonne Sandoval, and she will provide a self-addressed stamped envelope to the Board Member.
- 3.6 Association of Community College Trustees Awards – Chair Deb McCasland -
INFORMATION AND DISCUSSION (*Attached*) {Time: 5}
 Chair McCasland discussed the Association of Community College Trustees Award and proposed nominating Dr. Lisa Rhine for the CEO Award.
- 3.7 Board Liaisons Reports – **INFORMATION AND DISCUSSION** {Time: 10}
- 3.7.1 Board Spokesperson – Board Chair Deb McCasland
 Chair McCasland provided no public comments since the last Board meeting.
- 3.7.2 Arizona Association of Community College Trustees (AACCT) – Board Chair Deb McCasland and Board Secretary Ray Sigafos
 The next Arizona Association of Community College Trustees meeting will be next week.
- 3.7.3 Yavapai College Foundation – Board Chair Deb McCasland
 The next Yavapai College Foundation meeting will be Wednesday, May 12, 2021.
- 3.8 Dates and Time of Future Meetings and Events - **INFORMATION AND DISCUSSION** {Time: 5}
- 3.8.1 2020-2021 Dates, Times, and Places of Future Meetings (*Attached*)
- 3.8.2 2021-2022 Dates, Times, and Places of Future Meetings (*Attached*)
 Member Chevalier requested that the April 2022 Board Meeting change to April 12, 2021.
- 3.8.3 2020-2021 Dates, Times, and Places of Future Events (*Attached*)
- 4.0 Adjournment of Regular Meeting: Procedural - **DECISION** {Time: 1}
Secretary Sigafos moved, seconded by Chair McCasland, to adjourn the District Governing Board Meeting. Motion carried unanimously. (Ayes: McCasland, Sigafos, Chevalier, Padilla, and Kuknyo).

Regular meeting adjourned at 5:09 p.m.

Respectfully submitted:

Yvonne Sandoval, Recording Secretary

Date:

Ms. Deb McCasland, Board Chair

Mr. Ray Sigafos, Secretary

Item#2.1.1

YAVAPAI COLLEGE

FINANCIAL UPDATE

March 2021

FY2019-2020 Close and Audit

- The year-end close for FY2019-20 was completed in November 2020.
- The auditors began their field work on October 12, 2020. The audit report (Comprehensive Annual Financial Report) was issued in mid-December 2020 in time to qualify for the Certificate of Achievement for Excellence in Financial Reporting award from the Government Finance Officers Association (GFOA).
- The Comprehensive Annual Financial Report (CAFR) for FY2019-20 was presented to the Board in February 2021.

FY 2020-2021 Budget

General Fund

- Total property taxes collected in a fiscal year, including past due taxes from prior years, has averaged approximately .2% less than the current year levy. We expect collections to decrease slightly due to the effects of COVID-19 and property tax refund appeals, both to be substantially covered by the budgeted property tax contingency account.
- Tuition and fees is projected to come in below budget by approximately 10%. This shortfall will be covered by the budgeted tuition and fees contingency set-aside and less spending as result of the pandemic.
- Expenditures are expected to come in under budget for the fiscal year due to vacancy savings and overall less spending due to COVID-19.

Auxiliary Fund

- The Auxiliary Fund is comprised of Auxiliary Enterprises and Public Services. Auxiliary Enterprises generally exists to furnish non-core goods or services to students and employees, charging a fee directly related to, although not necessarily equal to, the cost of the goods or services. Examples include Bookstore, Food Services, and Housing. Public Services are those non-instructional services provided primarily to benefit individuals and groups external to the institution, charging a fee directly related to, although not necessarily equal to, the cost of the goods or services. An example is Community Events. While each Auxiliary Fund operation is managed as a self-supporting activity, the District historically and currently transfers funds from the General Fund to the Auxiliary Fund to subsidize various operations. This is most notable in the public services area where the District strives to balance

offering these DGB-End-driven services with the charging of reasonable prices.

- The total Auxiliary fund is projected to be slightly over budget for the fiscal year due to the effects of COVID-19. This will be more than offset by the General Fund being under budget. The largest shortfalls are expected to be in the residence halls, and to a lesser extent the FEC and community events. Several full-time employees have been moved to other departments which will lessen the impact.

Unexpended Plant Fund

- The District Governing Board increased the Plant Fund budget by \$1,350,000 earlier in the year for the new Verde Valley Skilled Trades Center and planned maintenance scheduled at the Performing Arts Center. The Unexpended Plant Fund currently has a deficit due to a significant amount of Planned Maintenance and Capital Improvement Projects (CIP) being encumbered for the remainder of the fiscal year. The supporting revenues to cover this deficit will be received by June 30, 2021.

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
REPORT OF EXPENDITURES**

**For the Nine Months Ended March 31, 2021
Fiscal Year 2020-2021**

District Governing Board

Fiscal Year 2020-21 Budget:

\$ 181,450 *

	<u>Purpose</u>	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Total Expenditures/ Encumbrances</u>	
EXPENDITURES (note 1):					
Salary Expenses	Staff Support	\$ 35,758	\$ 10,455	\$ 46,213	
Association of Community College Trustees	Membership & Conference Fees	7,720	-	7,720	
Association of Community College Trustees	Consulting & Facilitation Fees	11,587	13,413	25,000	
JS Reporting, Inc.	Captioning Services	1,200	-	1,200	
Osborn Maledon PA	Legal Counsel	38,073	21,927	60,000	
Ourboardroom Technologies	Software Maintenance	6,708	-	6,708	
Sodexo Inc.	Food Supplies	281	-	281	
Supplies/Other	Various Vendors	999	-	999	
YC Printing Services	Printing	2,929	-	2,929	
				<u>151,050</u>	
Remaining Budget - March 31, 2021					<u>\$ 30,400</u>

* Original budget reduced by \$80,000. Yavapai County Elections did not invoice the District for November elections because the candidates ran unopposed.

Note 1: Expenditures reported on the modified accrual basis of accounting.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Nine Months Ended March 31, 2021 - 75.0% of the Fiscal Year Complete

Fiscal Year 2020-2021

GENERAL FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>FY 20/21 Budget</u>	<u>Percent of Budget</u>	<u>FY 20/21 Estimate</u>	<u>Budget to Estimate Variance</u>	<u>FY 19/20 Actuals</u>	<u>Percent Change (Current Versus Prior Year)</u>		
REVENUES:											
Primary Property Taxes	\$ 29,247,929		\$ 29,247,929	\$ 39,320,500	74.4%	\$ 39,151,100	\$ (169,400)	\$ 28,491,066	2.7%		
Primary Property Taxes - Contingency	-		-	(150,000)	0.0%	-	150,000	-	0.0%		
Tuition and Fees	9,527,093		9,527,093	11,647,000	81.8%	10,074,600	(1,572,400)	10,439,992	-8.7%		
Tuition and Fees - Contingency	-		-	(570,000)	0.0%	-	570,000	-	0.0%		
State Appropriations	439,350		439,350	585,800	75.0%	585,800	-	1,772,025	-75.2%		
Other Revenues	199,796		199,796	419,700	47.6%	272,800	(146,900)	260,824	-23.4%		
Interest Income	31,442		31,442	54,900	57.3%	54,900	-	204,383	-84.6%		
Fund Balance Applied to Budget	1,476,300		1,476,300	1,968,400	75.0%	1,968,400	-	2,850,000	-48.2%		
General Fund Transfer In/(Out)	(3,458,775)		(3,458,775)	(4,611,700)	75.0%	(5,238,900)	(627,200)	(4,809,825)	-28.1%		
TOTAL REVENUES	37,463,135		37,463,135	48,664,600	77.0%	46,868,700	(1,795,900)	39,208,465	-4.5%		
		<u>Year-to-Date Expenditures</u>	<u>Total Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>FY 20/21 Budget</u>	<u>Percent of Actual and Non-Labor Encumbrances to Budget</u>	<u>FY 20/21 Estimate</u>	<u>Budget to Estimate Variance</u>	<u>FY 19/20 Actuals</u>	<u>Percent Change (Current Versus Prior Year)</u>
EXPENDITURES (Note 1):											
Instruction		\$ 12,541,413	\$ 2,017,422	\$ 1,861,704	\$ 12,697,131	\$ 19,327,900	65.7%	\$ 18,110,200	\$ (1,217,700)	\$ 14,227,991	-11.9%
Academic Support		3,331,280	857,399	759,551	3,429,128	4,432,200	77.4%	4,432,200	-	3,297,799	1.0%
Institutional Support		7,534,964	2,092,010	1,483,013	8,143,961	10,487,100	77.7%	10,193,500	(293,600)	8,017,097	-6.0%
Student Services		4,349,300	1,077,255	994,329	4,432,226	6,479,600	68.4%	6,220,400	(259,200)	4,430,034	-1.8%
Operation/Maintenance of Plant		4,112,924	1,050,753	770,719	4,392,958	6,467,100	67.9%	6,221,400	(245,700)	4,626,574	-11.1%
Scholarships		590,256	13,417	-	603,673	1,121,900	53.8%	922,100	(199,800)	713,529	-17.3%
Public Service		257,081	74,102	74,102	257,081	348,800	73.7%	348,800	-	226,710	13.4%
TOTAL EXPENDITURES		32,717,218	7,182,358	5,943,418	33,956,158	48,664,600	69.8%	46,448,600	(2,216,000)	35,539,734	-7.9%
SURPLUS/(DEFICIT)					\$ 3,506,977	\$ -					

COMMENTS:

Third quarter State Aid was received in January 2021.

The budget includes a Transfer In of \$1,080,000 of CARES Act monies coming from the Restricted fund. Of this amount \$380,000 was spent at the end of last fiscal year to take care of immediate needs. Much of the remaining \$700,000 is being spent directly out of the Restricted Fund due to the Federal grant guidelines which were communicated after the FY 2020-21 budget was adopted, and therefore will not be transferred into the General Fund.

Scholarships are below budget as a result of athletics not being played for the fall semester, less Honors students being in the residence halls and no Student Leadership scholarships being made.

The Budget currently has a surplus of \$3,506,977.

Note 1: Expenditures reported on the modified accrual basis of accounting.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND EXPENDITURES BY NACUBO NATURAL EXPENSE CATEGORIES

For the Nine Months Ended March 31, 2021 - 75.0% of the Fiscal Year Complete

Fiscal Year 2020-2021

	<u>Year to Date</u>	<u>Prior Year</u>	<u>Percent Change</u>	
Salaries	\$ 20,164,420	\$ 21,104,605	-4.7%	1
Benefits	6,460,158	6,718,283	-4.2%	2
Supplies & Services	1,827,503	2,231,389	-18.3%	3
Contractual Services & Other	2,312,084	2,885,581	-19.1%	4
Utilities	1,070,024	1,153,849	-13.9%	5
Travel, Conferences & Memberships	292,773	732,498	-63.0%	6
Scholarships	590,256	713,529	-25.5%	7
	<u>\$ 32,717,218</u>	<u>\$ 35,539,734</u>	<u>-7.9%</u>	

- 1 - Salaries decreased as a result of many full-time vacant positions being held open and a large decrease in part-time wages due to COVID-19.
- 2 - Benefits decreased in-line with salaries due to COVID-19.
- 3 - Supplies & Services mainly decreased as a result of COVID-19. Many expenditures such as instructional supplies, custodial supplies, office supplies, gas, food and printing are substantially less than the prior year.
- 4 - Contractual Services & Other decreased from the prior year mainly due to the Outward Mindset training provided by the Arbinger Institute last fiscal year, more Student Services training provided by Inside Track, and less in classroom interpreting services for the deaf this fiscal year.
- 5 - Utilities decreased from the prior year due to less usage because of COVID-19.
- 6 - Travel, Conferences & Memberships decreased from the prior year due to substantially less in-state and out-of-state travel because of COVID-19.
- 7 - Scholarships decreased as a result of athletics not being played for the fall semester, less Honors students being in the residence halls and no Student Leadership scholarships being made.

Note: Expenditures reported on the modified accrual basis of accounting.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Nine Month Ended March 31, 2021 - 75% of the Fiscal Year Complete

Fiscal Year 2020-2021

RESTRICTED FUND

	Year-to-Date Revenues		Total Revenues	Budget	Percent of Budget
REVENUES:					
Federal Grants and Contracts	\$ 8,213,597		\$ 8,213,597	\$ 12,435,000	66.1%
State Grants and Contracts	250,347		250,347	254,000	98.6%
Private Gifts, Grants and Contracts	493,225		493,225	1,044,000	47.2%
Proposition 301 Funds	792,847		792,847	420,500	188.5%
State Appropriation - STEM Workforce	523,125		523,125	697,500	75.0%
Fund Balance Applied to Budget	-		-	60,000	0.0%
Restricted Fund Transfer Out	-		-	(1,080,000)	0.0%
Reimbursement Due	-		-	N/A	N/A
TOTAL REVENUES	10,273,141		10,273,141	13,831,000	74.3%

	Year-to-Date Expenditures	Total Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	Budget	Percent of Actual and Non- Labor Encumbrances to Budget
EXPENDITURES (Note 1):						
Instruction	\$ 1,005,062	\$ 232,350	\$ 134,411	\$ 1,103,001	\$ 2,242,100	49.2%
Academic Support	89,323	-	-	89,323	-	100.0%
Institutional Support	227,179	74,937	-	302,116	-	100.0%
Student Services	950,723	149,867	138,027	962,563	1,499,400	64.2%
Operation/Maintenance of Plant	43,994	-	-	43,994	-	100.0%
Scholarships	7,234,159	-	-	7,234,159	9,930,500	72.8%
Public Service	158,854	60,703	35,147	184,410	159,000	116.0%
TOTAL EXPENDITURES	9,709,294	517,857	307,585	9,919,566	13,831,000	71.7%
SURPLUS/(DEFICIT)				\$ 353,575		

COMMENTS:

Restricted Funds expended only to the extent that Grants and Gifts are received.

The third quarter STEM Workforce appropriation was received in January 2021.

Academic Support, Institutional Support and Operation/Maintenance of Plant expenditures were spent from the federal CARES Act Institutional funds received by the college, and were not specifically budgeted. It was initially thought that CARES Act monies would be transferred to the General Fund, however, the grant requires that the monies be spent out of the Restricted Fund.

Public Service expenditures exceeding budget due to the SBDC being awarded CARES Act monies from the Small Business Administration, subsequent to the budget being adopted

Note 1: Expenditures reported on the modified accrual basis of accounting.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Nine Month Ended March 31, 2021 - 75% of the Fiscal Year Complete

Fiscal Year 2020-2021

AUXILIARY FUND

	<u>Budgeted Revenues</u>	<u>Budgeted Expenses</u>	<u>Budgeted Surplus/ (Deficit)</u>	<u>Actual Revenues</u>	<u>Actual Expenditures and Non-Labor Encumbrances</u>	<u>Year-to-date Surplus/ (Deficit)</u>
AUXILIARY ENTERPRISES						
Residence Halls and Summer Conferences	\$ 626,000	\$ 348,950	\$ 277,050	\$ 342,815	\$ 175,714	\$ 167,101
Transfer To Debt Fund to Pay Revenue Bonds	(400,950)	-	(400,950)	(302,925)	-	(302,925)
Subtotal - Residence Halls and Summer Conferences	<u>225,050</u>	<u>348,950</u>	<u>(123,900)</u>	<u>39,890</u>	<u>175,714</u>	<u>(135,824)</u>
Bookstore Rental and Commissions	130,000	-	130,000	72,699	2,051	70,648
Food Service & Vending	35,500	286,000	(250,500)	3,431	164,100	(160,669)
Edventures	424,800	382,600	42,200	2,690	29,039	(26,349)
Winery - Tasting Room	153,800	319,300	(165,500)	132,254	212,072	(79,818)
Family Enrichment Center	452,800	741,800	(289,000)	270,718	429,059	(158,341)
Community Events	607,000	989,300	(382,300)	163,838	427,785	(263,947)
Performing Arts Productions	198,500	236,150	(37,650)	9,391	55,161	(45,770)
SBDC (Federal Grant Match Requirement)	-	97,300	(97,300)	-	66,244	(66,244)
Yavapai College Foundation	422,600	422,600	-	277,591	277,591	-
Other Auxiliary Enterprises	82,500	74,200	8,300	23,079	48,899	(25,820)
Fund Balance Applied to Budget	100,000	-	100,000	75,000	-	75,000
General Fund Transfer In	2,256,450	-	2,256,450	1,692,338	-	1,692,338
Contingency	-	100,000	(100,000)	-	-	-
Facilities & Administrative Allocation	-	1,090,800	(1,090,800)	-	818,100	(818,100)
	<u>5,089,000</u>	<u>5,089,000</u>	<u>-</u>	<u>2,762,919</u>	<u>2,705,815</u>	<u>57,104</u>

Comments:

The Budget currently has a surplus of \$57,104, however, the Auxiliary Fund is expected to slightly exceed budget due to the effects of COVID-19. The largest decreases are expected to be in the residence halls, and to a lesser extent the FEC and Community Events. Several full-time employees have been moved to other departments which will lessen the impact.

Note 1: Expenditures reported on the modified accrual basis of accounting.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Nine Month Ended March 31, 2021 - 75% of the Fiscal Year Complete

Fiscal Year 2020-2021

UNEXPENDED PLANT FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>		
REVENUES:							
Primary Property Taxes	\$ 6,273,999		\$ 6,273,999	\$ 8,390,500	74.8%		
Primary Property Taxes - Contingency	-		-	(45,000)	0.0%		
Investment Income	21,573		21,573	30,000	71.9%		
Other	9,155		9,155	30,000	30.5%		
General Fund Transfer In	2,000,000		2,000,000	2,000,000	100.0%		
Fund Balance	1,350,000		1,350,000	1,350,000	100.0%		
TOTAL REVENUES	9,654,727		9,654,727	11,755,500	82.1%		
		<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non-Labor Encumbrances to Budget</u>
EXPENDITURES (Note 1):							
Planned Maintenance		\$ 1,811,342	\$ 1,794,606	\$ -	\$ 3,605,948	\$ 3,916,000	92.1%
Unplanned Maintenance		211,397	37,745	-	249,142	275,600	90.4%
Capital Improvement Projects		1,174,751	3,433,510	-	4,608,261	4,653,200	99.0%
Equipment		1,459,649	293,272	-	1,752,921	2,091,000	83.8%
Furniture and Fixtures		50,229	27,707	-	77,936	257,500	30.3%
Library Books		52,837	21,256	-	74,093	98,700	75.1%
Contributions to Capital Projects Accumulation Account		-	-	-	-	201,000	0.0%
Operating Contingency		-	-	-	-	262,500	0.0%
TOTAL EXPENDITURES		4,760,205	5,608,096	-	10,368,301	11,755,500	88.2%
SURPLUS/(DEFICIT)					(713,574)	-	

COMMENTS:

The DGB increased the CIP budget in September 2020 by \$600,000 for the new Verde Valley Skilled Trades Center.
 The DGB increased the Planned Maintenance budget in October 2020 by \$750,000 to begin roof and HVAC work on the Performing Arts Center this fiscal year, while the PAC is dark, instead of next fiscal year.
 The Budget currently has a deficit of (\$713,574) as a result of a significant amount of Capital Improvement and Preventative Maintenance projects being encumbered for the fiscal year.
 The supporting revenues/transfers will be received over the remaining fiscal year.

Note 1: Expenditures reported on the modified accrual basis of accounting.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Nine Months Ended March 31, 2021 - 75.0% of the Fiscal Year Complete

Fiscal Year 2020-2021

DEBT SERVICE FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
REVENUES:					
Secondary Property Taxes	\$ 1,664,841		\$ 1,664,841	\$ 2,248,700	74.0%
Secondary Property Taxes - Contingency	-		-	(15,000)	0.0%
Investment Income	2,703		2,703	10,000	27.0%
General Fund Transfer In	1,076,438		1,076,438	1,435,250	75.0%
Auxiliary Fund Transfer In	300,713		300,713	400,950	75.0%
Fund Balance Applied to Budget	52,169		52,169	50,000	104.3%
TOTAL REVENUES	3,096,864		3,096,864	4,129,900	75.0%

		<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non- Labor Encumbrances to Budget</u>
<u>DEBT SERVICE FUND</u>							
EXPENDITURES (Note 1):							
General Obligation Bonds							
Principal Payments		\$ -	\$ 1,650,000	\$ -	\$ 1,650,000	\$ 2,200,000	75.0%
Interest Payments		44,875	22,438	-	67,313	89,750	75.0%
Pledged Revenue Obligations							
Principal Payments		-	900,000	-	900,000	1,200,000	75.0%
Interest Payments		117,628	58,810	-	176,438	235,250	75.0%
Revenue Bonds							
Principal Payments		-	247,500	-	247,500	330,000	75.0%
Interest Payments		35,464	17,749	-	53,213	70,950	75.0%
Bank Fees		1,800	-	-	1,800	3,950	45.6%
TOTAL EXPENDITURES		199,767	2,896,497	-	3,096,264	4,129,900	75.0%
SURPLUS/(DEFICIT)					\$ 600	\$ -	

COMMENTS:

Through the ninth month, 75.0% of budget has been committed compared to 75.0% of revenues received.

Note 1: Expenditures reported on the modified accrual basis of accounting.

Item#2.1.2

WAIVER OF CONFLICT OF INTEREST

Re: Yavapai County Community College District – Waiver of Conflict of Interest regarding agreements with Yavapai County through the Yavapai County Treasurer regarding lines of credit

The Governing Board of Yavapai County Community College District, having reviewed the conflict of interest letter dated April 7, 2021, from Deputy County Attorney Michael E. Cordrey of the Yavapai County Attorney’s Office (the “YCAO”), affirms that it is fully informed and it consents to and understands the implications of waiving the conflict of interest of the YCAO between Yavapai County through the Yavapai County Treasurer and Yavapai County Community College District, both of which are clients of the YCAO.

Therefore, the Governing Board of Yavapai County Community College District approves the Waiver of Conflict of Interest and authorizes the YCAO to proceed with preparation and review of and provide legal services related to the above-referenced matter on behalf of Yavapai County through the Yavapai County Treasurer and Yavapai County Community College District, if requested and if such dual representation is appropriate. The Governing Board of Yavapai County Community College District also authorizes the YCAO to review or draft agreements, including any additional contracts, intergovernmental agreements, follow-on agreements, amendments, renewals, or extensions between Yavapai County through the Yavapai County Treasurer and Yavapai County Community College District regarding lines of credit.

Dated this _____ day of _____, 2021.

Yavapai County Community College District

By: _____
Governing Board President

Item# 2.1.3

FIFTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN VALLEY ACADEMY FOR CAREER AND TECHNOLOGY EDUCATION AND YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT FOR EDUCATIONAL PROGRAMS

THIS Fifth AMENDMENT TO AGREEMENT is made by and between Valley Academy for Career and Technology Education (hereinafter called "JTED") and Yavapai County Community College District ("COLLEGE").

Witnesseth:

Whereas, on January 10, 2017, JTED and COLLEGE entered into an Intergovernmental Agreement for the purpose to provide college courses to JTED students eligible for enrollment in the courses offered by JTED for the period from July 1, 2016 through June 30, 2020, and;

Whereas, on June 14, 2017, JTED and COLLEGE executed a FIRST AMENDMENT to incorporate programs and courses for the 2017-18 academic year contained within Addendum #8, and;

Whereas, on June 19, 2018, JTED and COLLEGE executed a SECOND AMENDMENT to incorporate programs and courses for the 2018-19 academic year contained within Addendum #4, and;

Whereas, on July 9, 2019, JTED and COLLEGE executed a THIRD AMENDMENT to incorporate programs and courses for the 2019-20 academic year contained within Addendum #4, and;

Whereas, JTED and the COLLEGE executed a FOURTH AMENDMENT to extend this agreement for an additional four (4) year term to commence on July 1, 2020 and shall expire on June 30, 2024 and updated Addendum #4 to update Program Course Fees for the 2020-21 academic year, and;

Whereas, JTED and the COLLEGE each desire to replace in full ADDENDUM #4 with the attached Exhibit "A" UPDATED ADDENDUM #4 to this FIFTH AMENDMENT to update Program Course Fees for the 2021-22 academic year, and;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY JTED AND COLLEGE THAT SAID AGREEMENT IS AMENDED AS FOLLOWS:

1. Updated Addendum #4 is updated under revised Exhibit "A" to the FIFTH AMENDMENT, which is attached hereto and incorporated herein by reference.
2. Except as expressly amended herein, the pricing, terms and conditions set forth in said original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS FIFTH AMENDMENT TO AGREEMENT TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

FOR VALLEY ACADEMY FOR CAREER
& TECHNOLOGY EDUCATION:

FOR YAVAPAI COUNTY COMMUNITY COLLEGE
DISTRICT:

By: Lela J. Newick

By: _____
Deb McCasland

Title: VACTE Board Chairman

Title: District Governing Board Chair

Date: 5/4/2021

Date: _____

AMENDMENT 5 EXHIBIT A
UPDATED ADDENDUM #5

JTED Programs

Program Course Fees agreed to by COLLEGE and JTED under this Agreement.

<u>ERN #</u>	<u>Course Title</u>	<u>Credits</u>	<u>Tuition</u>
AGS/BIO 103	Plant Biology	4	\$440
AGS 250	Fall Horticulture Production	4	\$488
AGS 252	Spring Horticulture Production	4	\$488
AGS 274	Water Management	3	\$366
AHS 100	Fundamentals of Health Care	3	\$366
AHS 105	Phlebotomy	2	\$244
AHS 116	Caregiver Bridge	1.5	\$183
AHS 296	Internship: Allied Health Services	3	\$366
AJS 290	Constitutional Law: Civil Liberties and Civil Rights	3	\$285
CNC 101	CNC Machine Operator	2	\$244
CNC 102	CNC Machine Set-up	2	\$244
CNC 201	Computer Aided Programming	3	\$366
CNC 202	3-D Programming	4	\$488
CUL 101	Culinary Principles	4	\$488
CUL 102	Culinary Fundamentals: Hot Foods	4	\$488
CUL 103	Culinary Fundamentals: Breakfast & Garde Manger	4	\$488
CUL 104	Culinary Fundamentals: Baking & Pastry	4	\$488
CUL 110	Cake Decorating	3	\$366
CUL 111	Food Purchasing & Cost Control in the Bakeshop	3	\$366
CUL 112	Plated Desserts	4	\$488
CUL 113	Pastry Centerpieces & Wedding Cakes	4	\$488
EDU 180	Technology in Education	3	\$285
EDU 200	Intro to Education	3	\$285
EDU 210	Cultural Diversity in Education	3	\$285
EDU 222	Intro to the Exceptional Learner	3	\$285
EGR 102	Intro to Engineering	3	\$366
ELT 101	AC/DC	4	\$488
ELT 111	DC Electrical Systems	3	\$366
ELT 130	Intro to Robotics	3	\$366
ELT 183	Digital Circuits	3	\$366
HVA 100	Introduction to HVAC I	3	\$366
HVA 215	Refrigerant Technology I	3	\$366
HVA 225	Heating Technologies I	3	\$366
IPT 110	Industrial Shop Practices	3	\$366
MET 100	Intro Manufacturing Tech	4	\$488
MET 160	Basic Machine Hydraulics and Pneumatics	2	\$244
PSY 101	Introductory Psychology	3	\$285

Item#2.1.4

**LEASE AGREEMENT
BETWEEN
YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
AND
VALLEY ACADEMY FOR CAREER AND TECHNOLOGY EDUCATION**

This Lease Agreement (“Agreement”) is entered into by and between Yavapai County Community College District d/b/a Yavapai College (“YC”) and Valley Academy for Career and Technology Education (“VACTE”), concerning provision of use of Leased Space (“Space”) on YC’s Verde Valley Campus for VACTE operations.

1. Location. YC Verde Valley Campus, located at 601 W Black Hills Drive, Clarkdale, AZ 86324. See Exhibit A: for Specific space and square footage.
2. Purpose. YC shall make available Space as described herein under this Agreement for VACTE to run its operations. See Exhibit A: for Specific space and square footage.
3. Duration. This Agreement shall take effect after final execution of signatures by both parties and shall remain in effect for a five (5) year period from that date, after which it may be renegotiated and extended for additional 5 year terms upon written mutual consent.
4. Compensation. The space used by VACTE administration is leased space incurring a fee of \$1.00 per year.
 - 4.1 Concurrent classes taught by YC personnel, VACTE shall pay tuition only—no rent.
 - 4.2 Dual classes taught by VACTE personnel, VACTE shall pay an hourly lease rate for the space, and \$10/ sch (per college credit) to get college credits for classes that articulate to YC.
 - 4.3 Dedicated classroom, VACTE shall pay \$1 per square foot per month of use, inclusive of utilities and custodial needs.
5. Maintenance and Repairs. It shall be the obligation of VACTE to reasonably maintain and return the leased premises in a condition equal to the condition the leased premises was received by VACTE, reasonable wear and tear expected. VACTE shall be responsible for all non-routine repair, maintenance, and cleaning costs incurred as a result of use of the lease premises.
6. Utilities. YC shall be responsible for payment of all utilities used on the premises, including, without limitation, the cost of electricity.
7. Insurance. Each party agrees to procure at its own expense, and maintain during the course of this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Agreement and arising out of the individual party’s actions, with limits of liability not less than \$1,000,000/\$2,000,000 Aggregate. Each party shall name the other as an additional insured on the representative Certificate of Insurance and the Certificate shall be exchanged to each party evidencing the same. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity, as allowed under Arizona law, in this Agreement.
8. Liability and Indemnity. Each party agrees to indemnify (to the extent permissible under Arizona law), defend, and hold harmless the other party from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) arising out of bodily injury or any person (including death) or property damage caused by the indemnifying party. This provision applies only to the extent that such claims which resulting vicarious/ derivative liability are caused by the act, omission,

negligence, misconduct, or other fault of the indemnifying party, its officers, officials, agents, employees, or volunteers.

9. Waiver of Default. Any waiver of either party, or the failure of either party, of any breach of any one or more terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of either party to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping that party from enforcement hereof.
10. Wavier and Release. Each party releases, waives, discharges and promises not to sue the other party and its board, officers, agents, employees, students, volunteers, representatives, successors and assigns (“Released Parties”) from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from its use of the Space, including but not limited to any theft, loss, damage, injury, trauma, illness, loss, unwanted contact, harassment, disability, dismemberment, or death that may occur to its employees, volunteers, agents, invitees, and contractors related to its use of the Space, including from communicable diseases such as COVID-19. It is also understood that the parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage or loss.
11. Severability. If any provisions in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired in any way.
12. Redelivery of Premises. VACTE shall maintain and return the Space to YC in a condition equal to the condition the Space was received by VACTE each day that the Space is occupied by VACTE, reasonable wear and tear notwithstanding. VACTE shall not be responsible for remedying or repairing damages to the premises caused by YC, its agents, assigns, officers, students, etc.
13. Termination. With one hundred and eighty days (180) days written notice to the other party, either party may terminate this agreement with or without cause.
14. Notices. All notices, demands, or other writings in this Agreement provided be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully made or sent when made in writing to the following:
- To YC: Yavapai College
 Procurement & Contract Services
 1100 E Sheldon Street
 Prescott, AZ 86303
 procurement@yc.edu
- To VACTE: Valley Academy for Career & Technology Education (VACTE)
 3405 E. State Rte. 89A Bldg. B
 Cottonwood, AZ 86326
15. Entire Agreement. This Agreement, including Exhibit A, embodies the entire Agreement between YC and VACTE. The parties shall not be bound by or be liable for any statements or representative of

any nature not set forth in this Agreement. Changes of any of the provisions of this Agreement shall not be valid unless reduced in writing and signed by both parties.

16. Assignment or Subletting. Neither party shall have the right to assign this Agreement or allow any other person or entity to use or occupy any or all of the Location without prior written consent of the other party, which consent may be granted or withheld at the other party's sole discretion.
17. Default. In the event VACTE fails to pay any fee or other sum required to be paid by VACTE hereunder when due, or otherwise fails to comply with or observe any other provisions of this Agreement, in addition to any other remedy that may be available to YC by reason of such failure, whether at law or in equity, YC may immediately terminate this Agreement and all rights of VACTE hereunder.
18. Arbitration. The parties agree that in the event of a dispute concerning the interpretation or application of the terms of this Agreement, they shall, for a period of not less than fifteen (15) calendar days attempt to resolve such a dispute through negotiations. In the event negotiation is not successful, the parties agree to use arbitration insofar by Sections 12-1518 and 12-133, Arizona Revised Statutes, and rules promulgated thereunder.
19. Conflict of Interest. The parties understand that this Agreement is subject to cancellation pursuant to Section 38-511 of the Arizona Revised Statutes, without penalty or further obligation on the part of YC, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of YC is, at any time while this Agreement or any extension hereof is in effect, an employee or agent of VACTE, in any capacity, or a consultant to VACTE, with respect to the subject matter of this Agreement.
20. Governing Law. In accordance with ARS § 41-2501, et seq, and AAC R2-7-101, et seq, Agreement shall be governed and interpreted by the laws of the State of Arizona.
21. Non-Discrimination. The parties agree to comply with Arizona Executive Order 99-4, prohibiting discrimination in employment to the extent applicable to this Agreement.
22. Americans with Disabilities Act and Rehabilitation Act. Both parties will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.
23. Compliance with Immigration Laws; Legal Worker's Act. Both parties shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments) and shall indemnify (to the extent permissible under Arizona law), hold harmless, and defend the other party from any and all costs or expenses whatsoever arising out of that parties noncompliance. To the extent applicable to this Agreement under A.R.S. § 41- 4401, each party warrants on behalf of itself that it verifies the employment eligibility through the E-verify program of any employee it hires and complies with federal immigration laws and regulations relating to their employees. Each party shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments to it) and shall indemnify (to the extent permissible under Arizona law), hold harmless, and defend the other party from any and all costs or expenses arising out of the party's compliance or noncompliance with that law. Additionally, each party agrees to abide by all applicable laws that apply to it and this Agreement.
24. Force Majeure. If the performance of a party under this Agreement is interrupted or suspended due to riots, war, public emergencies or calamities, fires, earthquakes, Acts of God, government restrictions, labor disturbances or strikes, civil tumult, or another condition beyond any control of that party ("Force Majeure"), performance by that party may be suspended for the reasonable duration of the Force Majeure. The party claiming that its performance is interrupted or prevented must promptly deliver written notice to the other party identifying the Force Majeure and use its best efforts to perform to the extent that it is able. Unless prohibited by federal, State, or local law or regulation, the other party shall have the opportunity to offer remedies before performance is

suspended under this Section. If the Force Majeure does not abate within a reasonable amount of time, then either party may terminate this Agreement by providing written notice to the other party. Alternatively, the parties may agree to extend the term of the Contract for a mutually agreed upon period of time.

Unless prohibited by federal, State, or local law, regulation or order, YC agrees that if it closes its campus and/or buildings to students and/or staff for reasons related to COVID-19 or a similar concern, YC will not exercise this Section 24 to prohibit VACTE from nevertheless occupying the Space provided that VACTE agrees to defend, indemnify to the extent permissible under Arizona law and hold harmless YC and its board, employees, and agents from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) arising out of bodily injury to any person (including death) arising out of or related to VACTE's continued use or occupation of the SPACE during the same time.

25. Authority. The individuals signing below on behalf of each party hereby represent and warrant that he/she/they is (are) duly authorized to execute and deliver this Agreement on behalf of the signing party and that this Agreement is binding upon the signing party in accordance with its terms.

EXECUTION DATE

The parties have caused this Agreement to be executed by their duly authorized representatives, this

_____ Day of _____, 2021.

Yavapai County Community College District

Valley Academy for Career and Technology Education

Name: Deb McCasland

Name: _____

Signature: _____

Signature: _____

Title: District Governing Board Chair

Title: _____

Item# 2.1.5

SEVENTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN MOUNTAIN INSTITUTE CAREER AND TECHNICAL EDUCATION DISTRICT AND YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT FOR EDUCATIONAL PROGRAMS

THIS SEVENTH AMENDMENT TO AGREEMENT is made by and between Mountain Institute Career and Technical Education District (“CTED”), formerly known as Mountain Institute Joint Technical Education District No. 02 and Yavapai County Community College District (“COLLEGE”).

Witnesseth;

Whereas, on September 10, 2014, CTED and COLLEGE entered into an Intergovernmental Agreement for the implementation and administration of an education program and;

Whereas, in 2016, CTED and the COLLEGE executed the FIRST AMENDMENT to replace in full ADDENDUM #4 and;

Whereas, in 2017, CTED and the COLLEGE executed the SECOND AMENDMENT to replace in full ADDENDUM #4 and;

Whereas, in 2018, CTED and the COLLEGE executed the THIRD AMENDMENT to replace in full ADDENDUM #4 and;

Whereas, in 2019, CTED and the COLLEGE executed the FOURTH AMENDMENT to replace in full ADDENDUM #4 and;

Whereas, in 2020, CTED and the COLLEGE executed the FIFTH AMENDMENT to replace in full ADDENDUM #4 and;

Whereas, in 2020, CTED and the COLLEGE executed the SIXTH AMENDMENT to extend said agreement, for an additional five (5) year term to commence on July 1, 2020 and shall expire on June 30, 2025;

Whereas, CTED and the COLLEGE each desire to replace in full ADDENDUM #4 with the attached Exhibit “A” UPDATED ADDENDUM #4 to the SEVENTH AMENDMENT to update Program Course Fees for the 2021-22 academic year, and;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY CTED AND THE COLLEGE THAT SAID AGREEMENT IS AMENDED AS FOLLOWS:

1. Addendum #4 is updated under revised Exhibit “A” to the SEVENTH AMENDMENT, which is attached hereto and incorporated herein by reference.
2. Except as expressly amended herein, the pricing, terms and conditions set forth in said original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS SEVENTH AMENDMENT TO AGREEMENT TO BE SIGNED ON THEIR BEHALF BY THE DULY AUTHORIZED REPRESENTATIVES.

FOR MOUNTAIN INSTITUTE CTED:

FOR YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT:

By: 
William Stiteler

By: _____
Deb McCasland

Title: ~~Chief Executive Administrator~~
superintendent

Title: District Governing Board Chair

Date: 5/10/2021

Date: _____

SEVENTH AMENDMENT EXHIBIT A
 UPDATED ADDENDUM #7
 CTED Programs

Program Courses Fees agreed to by COLLEGE and CTED under this Agreement.

<u>ERN #</u>	<u>Course Title</u>	<u>Credits</u>	<u>Tuition</u>
AHS 100	Fundamentals of Health Care	3	\$366
AHS 114	Nursing Assistant	5	\$610
AHS 130	Medical Terminology	3	\$366
AHS 173	Legal & Ethical Aspects of HIM	2	\$244
AUT 100	Automotive/Diesel Preventative Maintenance	2	\$244
AUT 105	Introduction to Auto Body Repair	4	\$488
AUT 106	Automotive/Motorcycle Custom Painting	3	\$366
AUT 107	Autographics/Airbrushing	3	\$366
AUT 109	Auto/Diesel Electrical Systems	4	\$488
AUT 110	Advanced Airbrushing Techniques	3	\$366
AUT 111	Autobody Welding and Collision Repair	3	\$366
AUT 115	Auto Body and Paint Project	2	\$244
AUT 122	Automatic Transmissions & Transaxles	4	\$488
AUT 123	Automotive Brakes	4	\$488
AUT 126	Auto/Diesel Suspension & Steering	4	\$488
AUT 153	Auto Engine Repair	4	\$488
AUT 275	Basic Automotive Upholstery	3	\$366
AUT 276	Advanced Upholstery	2	\$244
AVT 108	Pre-Aviation Groundschool	3	\$1575
AVT 119	Pre-Aviation Flight Simulation	2	\$525
AVT 122	Fundamentals of Air Traffic Control	3	\$366
AVT 123	Air Traffic Control Tower Procedures	3	\$366
AVT 124	Fund of Air Traffic Control Radar Operation	3	\$366
CBT 100	Basic Carpentry I	8	\$976
CBT 110	Basic Carpentry II	8	\$976
CNC 101	CNC Machine Operator	2	\$244
CNC 102	CNC Machine Set Up	2	\$244
CNC 201	Computer Aided Programming for CNC Machining	3	\$366
CNC 202	3-D Programming & Rapid Prototyping for CNC	4	\$488
CPD 104	Career & Personal Development	3	\$366
EGR 102	Introduction to Engineering	3	\$366
ELT 101	Basic Electricity: AC & DC	4	\$488
ELT 130	Introduction to Robotics	3	\$366
ELT 141	Electrical Apparatus	4	\$488
ELT 165	Programmable Logic Controllers	2	\$244
ELT 183	Digital Circuits	3	\$366
ELT 201	Introduction to Linework I	2	\$244
ELT 202	Field Training I (Lineworker)	6	\$732
ELT 211	Introduction to Linework II	2	\$244
ELT 212	Field Training II (Lineworker)	6	\$732

EMS 120	Basic First Aid, CPR and AED	0.5	\$61
IPT 110	Industrial Shop Practices	3	\$366
IPT 261	Machine Shop	3	\$366
MET 100	Introduction to Manufacturing Technology	4	\$488
MET 160	Basic Machine Hydraulics and Pneumatics	2	\$244
MTC 105	Introduction to Motorcycle & UTV Technology	3	\$366
MTC 215	Motorcycle and UTV Repair Procedures	3	\$366
PPT 120	Energy Industry Fundamentals	3	\$366
UAS 100	Introduction to UAS	3	\$366
UAS 103	UAS Simulations	3	\$366
UAS 110	UAS Fixed-Wing Systems	4	\$488
UAS 115	UAS Multirotor Systems	4	\$488
UAS 132	UAS Flight Operations	4	\$488
WLD 130	Oxyacetylene	4	\$488
WLD 140	Arc I	4	\$488
WLD 145	Arc II	4	\$488
WLD 156	Blueprint Reading	4	\$488
WLD 210	Gas Metal Arc Welding	4	\$488

Item # 2.1.6

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
AND THE CITY OF PRESCOTT
City of Prescott Contract No. 2017-1888**

This First Amendment to the Intergovernmental Agreement is entered into by and between the CITY OF PRESCOTT, a municipal corporation of the State of Arizona (hereinafter the "City"), and YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT, a community college district of the State of Arizona (hereinafter referred to as "College").

Witnesseth:

Whereas, on December 13, 2016, the City and the College entered into an Intergovernmental Agreement for the College to utilize the Prescott Activities Center ("Armory" or "Center") under emergency circumstances to occur with little or no advance notice, for the period December 13, 2016 through June 30, 2021, and;

Whereas, the City and the College each desire, as allowed by Section 3. Term of the agreement, to extend the Intergovernmental Agreement for an additional five (5) year period from July 1, 2021 through June 30, 2026.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE CITY AND THE COLLEGE THAT SAID INTERGOVERNMENTAL AGREEMENT IS AMENDED AS FOLLOWS:

1. The term of the Agreement shall be extended for an additional five (5) year period from July 1, 2021 through June 30, 2026.
2. Except as expressly amended herein, the terms and conditions set forth in said original Intergovernmental Agreement and subsequent amendments shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

CITY OF PRESCOTT

GREG MENGARELLI, Mayor

ATTEST:

SARAH SIEP, City Clerk

The foregoing Intergovernmental Agreement has been submitted to me as Prescott City Attorney for review prior to its execution, pursuant to ARS SS11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the City under the laws of Arizona.

JON M. PALADINI, City Attorney

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

Ms. Deb McCasland, District Governing Board Chair

ATTEST:

Yvonne Sandoval-Martinez, Executive Assistant

The foregoing First Amendment to the Intergovernmental Agreement has been submitted to me as Attorney for the Yavapai County Community College District for review prior to its execution, pursuant to the ARS SS 11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the College under the laws of Arizona.



Name: FOR C. BOWSON HUFFORD
College Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
AND THE CITY OF PRESCOTT
City of Prescott Contract No. 2017-188**

THIS AGREEMENT, entered into this 13 day of Dec, 2016, by and between the CITY OF PRESCOTT, a municipal corporation of the State of Arizona (hereinafter the "City"), and YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT, a community college district of the State of Arizona (hereinafter the "College").

WITNESSETH:

WHEREAS, the City has agreed to that the College can utilize the Prescott Activities Center ("Armory" or "Center") under emergency circumstances to occur with little or no advance notice. The College will have use of:

- Main floor ("lower level") including, but not limited to the "main hall", "activity room" and other space as made available by the City.
- West side of the upper floor of the facility.

WHEREAS, the College would use the lanes on both sides of the building for pick up and drop off.

WHEREAS, the City would provide:

- Electricity, lights, and water.
- Tables and chairs as needed

WHEREAS, the City would allow use of all available parking.

WHEREAS, ARS §11-952 authorizes two or more public agencies (including the City and the College) to contract for services or jointly exercise any powers common to the contracting parties, if the agreement meets certain requirements set forth in §11-952; and

WHEREAS, the College and City desire to formalize their collective cooperation by entering into this Intergovernmental Agreement ("IGA").

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree as follows.

SECTION 1. PURPOSE

The City will allow the College use of the Armory as an information and reunification center in the event that the College Emergency Operations Center Manager, law enforcement or fire/rescue order a full or partial evacuation of the

Prescott campus or close the campus to traffic (including vehicle and/or pedestrian).

The Armory will provide a secure location for families to reunite following a campus evacuation. It will also serve as a place for interested parties and media to gather for statements and updates.

The City will provide the College with a schedule of the annual Kiwanis auction thirty (30) days before the event is to be held at the Armory. The parties understand and agree that the College cannot use the Armory for the purposes contained in this IGA during the Kiwanis auction and the College will designate a different physical location, other than the Armory, at the College's discretion for its emergency reunification needs.

Center Management: The College will have primary responsibility for the operation of the Center and will designate a College official, the Site Manager, to manage the location.

The City will designate a Facility Coordinator to coordinate with the Site Manager regarding the use of the Facility by the College.

Condition of Facility: The Facility Coordinator and Site Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the College. They will record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the College should not use while using the Facility. The College will exercise reasonable care while using the Facility and will make no modifications to the Facility without the express written approval of the Facility Coordinator.

Security: In coordination with the Facility Coordinator; the Site Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the site.

Signage and Publicity: The College may post signs identifying the site as the College Information or Reunification Center in locations approved by the Facility Coordinator and will remove such signs when the Center is closed. The City will not issue press releases or other publicity concerning the site without the express written consent of the Site Manager. The City will refer all media questions about the site to the Site Manager.

SECTION 2. USE

The College agrees to conduct its activities in the facility in a careful and safe manner. When using the facility, or any portion thereof, the College agrees to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the College pertaining to the use and occupancy of the facility. The College agrees to take good care of the facility and any equipment and furniture located therein, and to leave

facility at all times in good order and conditions as existed prior to College's use thereof.

SECTION 3. TERM

The term of this IGA shall commence on the effective date, which shall be that date the Agreement is fully executed by the parties, and end on June 30, 2021. The Parties may extend the IGA up to five years at any time upon mutual written consents.

SECTION 4. TERMINATION

This Agreement may be terminated by either party for any reason whatsoever, effective 60 days after receipt of written notice.

SECTION 6. INDEMNIFICATION

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') for, 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 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.

SECTION 7. INSURANCE

Each party agrees to procure at its own expense, and maintain during the course of this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Agreement, with limits of liability not less than \$1,000,000/\$2,000,000 Aggregate. Each party shall name the other as an additional insured on the respective Certificate of Insurance and the Certificate shall be provided to the City evidencing same. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this Agreement.

SECTION 8. NO PARTNERSHIP; NOT EMPLOYEES

Nothing herein is intended to create a partnership or joint venture between the parties, nor does it create an employment relationship between the personnel of the City and the College.

SECTION 9. NOTICES

All notices provided in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently delivered or served when presented personally or upon the third (3rd) day after being deposited in the United States mail, postage prepaid, by registered or certified mail, addressed as follows:

College: Yavapai College
1100 E. Sheldon Street
Prescott, Arizona 86301
Attn: Purchasing & Contracting

City: City of Prescott
201 S. Cortez Street
Prescott, AZ 86303
Attn:

SECTION 10. ASSIGNMENT

This Agreement shall not be assigned by either party hereto.

SECTION 11. ARBITRATION

In the event of a dispute hereunder, the Parties agree to use arbitration insofar as applicable by Section 12-1518, Arizona Revised Statutes, and rules promulgated thereunder.

SECTION 12. CONFLICT OF INTEREST

The Parties understand that this Agreement is subject to cancellation pursuant to Section 38-511 of the Arizona Revised Statutes, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement is or becomes, at any time while this Agreement or any extension hereof is in effect, an employee or agent of the other party, specifically with respect to the subject matter of this Agreement.

SECTION 13. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement, the courts of which state shall have jurisdiction of the subject matter hereof.

SECTION 14. WAIVER OF JURY TRIAL

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

SECTION 15. WAIVER OF ATTORNEY'S FEES

The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, whether pursuant to the Agreement, to ARS Section 12-341.01 (A) and (B), or to any other state or federal statute, court rule, case law, or common law.

SECTION 16. FURTHER INSTRUMENTS

Each party hereto shall, promptly upon the request of the other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

SECTION 17. AMENDMENT AND CONSTRUCTION

This Agreement sets forth the entire understanding of the parties as to the matters set forth herein as of the date of this Agreement and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

SECTION 18. CONFLICT OF INTEREST

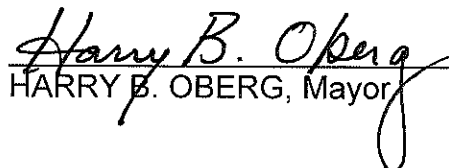
This Agreement may be canceled pursuant to ARS §38-511 in the event of a conflict of interest as described therein

SECTION 19. AUTHORITY

The individual signing below on behalf of each party hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the respective party, and that this Agreement is binding upon the Parties according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first above written.

CITY OF PRESCOTT


HARRY B. OBERG, Mayor

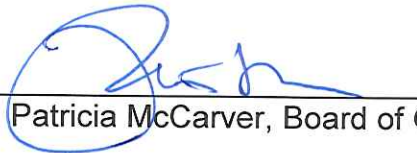
ATTEST:


DANA R. DeLONG, City Clerk

The foregoing Intergovernmental Agreement has been submitted to me as Prescott City Attorney for review prior to its execution, pursuant to ARS §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the City under the laws of Arizona.


JON M. PALADINI, City Attorney

YAVAPAI COLLEGE


Dr. Patricia McCarver, Board of Governors Chair

ATTEST:


Karen Jones, Executive Assistant

The foregoing Intergovernmental Agreement has been submitted to me as Attorney for the Yavapai College for review prior to its execution, pursuant to ARS §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the College under the laws of Arizona.

Name: _____
College Attorney

ATTEST:

DANA R. DeLONG, City Clerk

The foregoing Intergovernmental Agreement has been submitted to me as Prescott City Attorney for review prior to its execution, pursuant to ARS §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the City under the laws of Arizona.

JON M. PALADINI, City Attorney

YAVAPAI COLLEGE

Dr. Patricia McCarver, Board of Governors Chair

ATTEST:

Karen Jones, Executive Assistant

The foregoing Intergovernmental Agreement has been submitted to me as Attorney for the Yavapai College for review prior to its execution, pursuant to ARS §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the College under the laws of Arizona.

Name: _____

College Attorney

W. A. Powell for C. Benson Hufad

Item# 2.1.7

City Contract No. 2011-447A4

FOURTH AMENDMENT TO

JOINT USE AGREEMENT INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF PRESCOTT

AND

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

This Fourth Amendment to Joint Use Agreement- Intergovernmental Agreement (“Agreement”) is entered by and between the City of Prescott, a municipal corporation of the State of Arizona (“City”) and Yavapai County Community College District (“College”), referred to collectively as “the Parties”.

Witnesseth:

WHEREAS, on May 21, 2011, the Parties entered into that certain Joint Use Agreement- Intergovernmental Agreement for the purpose of sharing public facilities for the period of May 24, 2011 through May 24, 2016; and,

WHEREAS, on February 3, 2015, the parties executed their first amendment granting public access of the College’s recently renovated tennis courts, and incorporated Attachment A to the first amendment by adding a new Paragraph 7; and,

WHEREAS, on May 19, 2016, the parties executed a second amendment, extending the Agreement for an additional five (5) year period from May 24, 2016 through May 23, 2021 and allowing for one (1) additional five (5) year term; and,

WHEREAS, on January 10, 2017, the parties executed a third amendment to change language in Paragraph 5 concerning rental conditions for the College’s Performing Arts’ Center; and,

WHEREAS, the parties each desire to amend language to the Attachment to the underlying Agreement and certain language in Amendment “A” as contained in this Fifth Amendment and attachments hereto; and,

WHEREAS, the City no longer uses a concession facility at Ken Lindley field; and,

WHEREAS, the City is looking for additional flexibility in the three free use events of the Yavapai College Performing Arts Center; and,

WHEREAS, the parties desire to extend the Agreement for an additional five (5) year period, commencing on May 24, 2021 and expiring on May 23, 2026.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE CITY AND THE COLLEGE THAT SAID AGREEMENT IS AMENDED AS FOLLOWS:

1. The Agreement is extended for a five (5) year period, commencing on May 24, 2021 and expiring on May 23, 2026, unless otherwise terminated consistent with the provisions of this Agreement.

2. Paragraph 2(c) (Ken Lindley Field) of the Agreement (2011-447) is amended to now read as follows:

“The College shall be entitled to field usage for a cumulative total of 100 hours for game days after Labor Day weekend, during the period of September through November. These 100 hours are in addition to the minimum 100 hours of soccer team practice referenced in 2.b. above.”

3. The following language contained City Contract No. 2011-447, located immediately after Paragraph 2(o) is stricken in its entirety and no longer of any force and effect.

~~**“The City retains the use and 100% of the revenue from the food and beverage concession stand at the field. The College agrees to work with the City to resolve any scheduling conflicts that may come up between August 1 and September 30; provided, however, that in the event of a conflict between a City event, the City event shall take precedence.”**~~

4. The legal notice requirements contained in Paragraph 9(r) for the City are amended as follows:

**“City of Prescott
c/o Recreation Services Director
125 N. Arizona Avenue
Prescott, AZ 86301”**

5. Attachment A, Paragraph 5 is amended as follows, the stricken language to be of no further force and effect, and the italicized language to be a new term:

“Primarily, in support of Civic Engagement Activities within the Greater Prescott Community (e.g. Town Hall and in support of the College’s three main

goals of Education, Economics Development, or Social and Cultural Enrichment, the College will waive the rental fees Facility Fees for YCPAC for up to three days per Fiscal year.

~~The City may choose to assign their three days to these groups directly. Prescott Idol (aka) Prescott Sings, Prescott Pops Symphony and Arizona Cowboy Poets. Any third party considerations will require mutual agreement. The City and or third-party non-profit entity(ies) will reimburse The College for any additional expenses incurred as a result of these three available day rentals, including but not limited to labor, equipment rentals, etc. The City will be responsible for providing certificates of insurance on behalf of any third party."~~

6. Paragraph 9(p) (Force Majeure) in the original contract (2011-447) is deleted in its entirety and replaced with the following Force Majeure language:

"Force Majeure: If performance of a party under this Contract is interrupted or suspended due to riots, wars, public emergencies or calamities, fires, earthquakes, Acts of God, government restrictions, labor disturbances or strikes, civil tumult, epidemic, pandemic or other condition beyond any control of that party ("Force Majeure"), performance by that party will be suspended for the reasonable duration of the Force Majeure. The party claiming that its performance is interrupted or prevented must promptly deliver written notice to the other party identifying the Force Majeure and use its best efforts to perform to the extent that it is able. If the Force Majeure does not abate within a reasonable amount of time, then either party may terminate this Contract by providing written notice to the other party. In the event of non-performance, payments by the College shall be suspended and excused and any deposit (payment(s) advanced by the College shall be returned promptly. In the event of performance, City shall be entitled to receive just and equitable compensation for the work in progress, work completed, and materials accepted before the effective date of the Force Majeure written notice. Alternatively, the parties may agree to extend the term of the Contract for a mutually agreed upon period of time."

7. A new Paragraph 9(t) will be added to the original agreement as follows:

"9(t) Waiver and Release. The City releases, waives, discharges and promises not to sue the College and its board, officers, agents, employees, students, volunteers, representatives, successors and assigns ("College's Released Parties") from any and all liability, claims and demands of whatever kind and nature, either in law or in equity, which arise, or may hereafter arise from its use

of the College's Facilities, including, but in no way limited to any theft, loss, damage, injury, trauma, illness, loss, unwanted contact, harassment, disability, dismemberment, or death that may occur to its employees, volunteers, agents, invitees, and contractors related to the City's use of the Facilities contracted for in this Agreement, including from communicable diseases such as COVID-19, unless such liability, claims and demands are attributable to the College's and/or the College's Released Parties' own negligence or intentional acts.

The College releases, waives, discharges and promises not to sue the CITY and its officials, officers, employees, volunteers, agents, representatives, successors and assigns (City's Released Parties") from any and all liability, claims and demands of whatever kind and nature, either in law or in equity, which arise, or may hereafter arise from its use of the City's Facilities, including, but in no way limited to any theft, loss, damage, injury, trauma, illness, loss, unwanted contact, harassment, disability, dismemberment, or death that may occur to its employees, volunteers, agents, invitees, and contractors related to the College's use of the Facilities contracted for in this Agreement, including from communicable diseases such as COVID-19, unless such liability, claims and demands are attributable to the City's and/or the City's Release Parties' negligence or intentional acts.

Neither party assumes any responsibility or obligation to provide financial assistance to the other or any third parties, including, but not limited to, medical, health or disability insurance in the event of injury, illness, death, property damage or any other loss, not attributable to its own negligence or intentional acts."

8. Except as expressly amended herein, the pricing, terms and conditions set forth in said original agreement and the amendments thereto, not directly conflicting with the changes in this Fourth Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS FOURTH AMENDMENT TO THE AGREEMENT TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

FOR THE CITY:

FOR YAVAPAI COMMUNITY COLLEGE DISTRICT:

By: _____

By: _____

GREG L. MENGARELLI,

Mayor

DEB McCASLAND, District Governing Board

Chair

ATTEST FOR CITY:

ATTEST FOR COLLEGE:

SARAH M. SIEP, City Clerk

YVONNE MARTINEZ-SANDOVAL, Executive Assistant

ATTORNEY DETERMINATION

In accordance with the requirements of A.R.S. §11-952(D), each of the undersigned attorneys acknowledges that: (1) he reviewed the above Agreement on behalf of his/her client; and (2) as to his/her respective client only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Jon M. Paladini, City Attorney

Dated: _____

By: C. BENSON HUFFORD

(Printed Name, Attorney for College)

Dated: 5/11/2021

**THIRD AMENDMENT TO AGREEMENT
City Contract No. 2011-447A3**

This Third Amendment to Joint Use Agreement – Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Prescott, Arizona (“City”) and Yavapai County Community College District (“College”).

Witnesseth:

Whereas, on May 24, 2011, the Parties entered into that certain Joint Use Agreement – Intergovernmental Agreement between the City of Prescott, Arizona and The Yavapai County Community College District for the purpose of sharing public facilities for the period from May 24, 2011 through May 24, 2016, and;

Whereas on February 3, 2015, the City and College executed the First Amendment granting public access of the College’s recently renovated tennis courts, and incorporated Attachment A to this Amendment by adding a new paragraph 7 and renumbering paragraphs 7, 8, and 9 to be 8, 9, and 10, and;

Whereas on May 19, 2016, the City and College executed the Second Amendment to extend the Agreement for an additional five (5) year period from May 24, 2016, through May 23, 2021, and allow for one (1) additional five (5) year term, and;

Whereas, the City and College each desire to amend language to Paragraph 5 addressing rental conditions for the College’s Performing Arts Center, and;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY COLLEGE AND CITY THAT SAID AGREEMENT IS AMENDED AS FOLLOWS:

1. Paragraph 5 is updated with amended language specifying rental conditions of the College’s Performing Arts Center that is contained in the italicized portion of Paragraph 5 contained in revised Exhibit “A” to this Third Amendment, which is attached hereto and incorporated herein by reference.
2. Except as expressly amended herein, the pricing, terms, and conditions set forth in said original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS THIRD AMENDMENT TO AGREEMENT TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

FOR CITY OF PRESCOTT:

By: *Harry B. Oberg*
Hon. Harry Oberg

Title: Mayor

Date: 12/21/16

FOR YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT:

By: *Patricia McCarver*
Dr. Patricia McCarver

Title: District Governing Board Chair

Date: 1/10/17

ATTEST FOR CITY:

Dana R. DeLong
Dana R. DeLong,
City Clerk

ATTEST FOR COLLEGE:

Karen Jones
Karen Jones,
Executive Assistant

ATTORNEY DETERMINATION

In accordance with the requirements of A.R.S. §11-952(D), each of the undersigned attorneys acknowledges that: (1) he reviewed the above Agreement on behalf of his/her client; and, (2) as to his/her respective client only, each attorney has determined that this Agreement is in proper form and is within powers and authority granted under the laws of the State of Arizona.

[Signature]
Jon M. Paladini

City Attorney for City of Prescott

Date: DEC 22, 2016

[Signature] on behalf of
Name: C. Benson Bufford

Attorney for Yavapai College

Date: 1/6/2017

Attachment A to Amendment #3

5. Yavapai Performance Hall Yavapai College Performing Arts Center (YCPAC)

~~The College will allow the City to use Hall facilities a minimum of two times a year, at the same use rate as paid by college activities. Primarily, in support of Civic Engagement Activities within the Greater Prescott Community (e.g. Town Hall) and in support of the College's three main goals of Education, Economic Development, or Social and Cultural Enrichment, the College will waive the rental fees for the YCPAC for up to three days per Fiscal year.~~

The City may choose to use these three days directly (e.g. Prescott Idol) or delegate this benefit to third-party non-profit entity(ies). The City and or third-party non-profit entity(ies) will reimburse The College for any direct expenses incurred as a result of these three-day rentals, including but not limited to labor, equipment rentals, etc.

The City shall provide The College with specific event descriptions and scheduling dates by March 31, 2017 for Fiscal Year 2017-18, and subsequently by March 31 of each anniversary year for the forthcoming Fiscal Year.

7. Yavapai College Tennis Courts

The College will continue to be responsible for the courts' maintenance, upkeep, and custodial needs including parking areas, landscaping, and adjacent areas that are within the College's property boundary. The City will continue to be responsible for maintenance, upkeep and custodial needs for its property that abuts and is adjacent to the College property in the area of the tennis courts, e.g., Bill Vallely fields, restrooms, parking lots, etc.).

The College will pay for all related utilities for the Tennis courts.

The College will schedule use of the Tennis Courts, with College programs taking priority, and allowing frequent, daily use of the Court(s) by the citizens of Prescott and the general public for tennis related activities appropriate for such a facility. Such public use may require the assessment of nominal use fees to use the courts consistent with other College recreational facilities.

In the event of safety concerns such as inclement weather, maintenance or other issues, the College reserves the right to close the tennis courts until conditions improve adequately to reopen them as determined by the College.

8. Termination of agreement

This agreement is subject to termination upon mutual agreement of both Parties upon 180 days written notice. In the event that termination occurs during the middle of a season, the current season if any will allowed to be completed.

9. Renewal of Agreement

This agreement is renewable for one (1) additional five (5) year term if agreed upon in writing by both Parties. The College shall provide a written notice of its intention to renew ninety (90) days prior to the termination of the effective term. *The renewal would extend the agreement from May 24, 2021 through May 23, 2026.*

10. Miscellaneous provisions

- a. The uses granted herein shall apply only to the Parties herein, and are not assignable.

- b. The College shall accept the properties referred to in this agreement in their existing condition. No representations, statements or warranties, express or implied, have been made by or on behalf of Prescott as to the condition thereof. In no event shall Prescott be liable for any defect in such property or for any limitation on its use.

SECOND AMENDMENT TO AGREEMENT 2011-447A2

This Second Amendment to Joint Use Agreement – Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Prescott, Arizona (“City”) and Yavapai County Community College District (“College”).

Witnesseth:

Whereas, on May 24, 2011, the Parties entered into that certain Joint Use Agreement – Intergovernmental Agreement between the City of Prescott, Arizona and The Yavapai County Community College District for the purpose of sharing public facilities for the period from May 24, 2011 through May 24, 2016, and;

Whereas on February 3, 2015, the City and College executed the First Amendment granting public access of the College’s recently renovated tennis courts, and incorporated Attachment A to this Amendment by adding a new paragraph 7 and renumbering paragraphs 7, 8, and 9 to be 8, 9, and 10, and;

Whereas, the City and College each desire to extend the Agreement for an additional five (5) year period from May 24, 2016, through May 23, 2021, and allow for one (1) additional five (5) year term, and;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY COLLEGE AND CITY THAT SAID AGREEMENT IS AMENDED AS FOLLOWS:

1. Paragraph 9 is updated allowing for one (1) additional five (5) year term option, and that amended language is contained in the italicized portion of Paragraph 9 contained in revised Exhibit “A” to this Second Amendment, which is attached hereto and incorporated herein by reference.
2. Except as expressly amended herein, the pricing, terms, and conditions set forth in said original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS SECOND AMENDMENT TO AGREEMENT TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

FOR CITY OF PRESCOTT:

By: Harry B. Oberg
Hon. Harry Oberg

Title: Mayor

Date: 5/19/16

ATTEST FOR CITY:

Dana R. DeLong
Dana R. DeLong,
City Clerk

FOR YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT:

By: Dr. Patricia McCarver
Dr. Patricia McCarver

Title: District Governing Board Chair

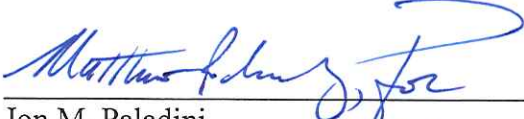
Date: 5/10/16

ATTEST FOR COLLEGE:

Karen Jones
Karen Jones,
Executive Assistant

ATTORNEY DETERMINATION


In accordance with the requirements of A.R.S. §11-952(D), each of the undersigned attorneys acknowledges that: (1) he reviewed the above Agreement on behalf of his/her client; and, (2) as to his/her respective client only, each attorney has determined that this Agreement is in proper form and is within powers and authority granted under the laws of the State of Arizona.



Jon M. Paladini
MATTHEW PODANNA, ESQ., FOR

City Attorney for City of Prescott

Date: 5/19/16



Name:

Attorney for Yavapai College

Date: 4/19/16

7. Yavapai College Tennis Courts **Attachment A to Amendment #2**

The College will continue to be responsible for the courts' maintenance, upkeep, and custodial needs including parking areas, landscaping, and adjacent areas that are within the College's property boundary. The City will continue to be responsible for maintenance, upkeep and custodial needs for its property that abuts and is adjacent to the College property in the area of the tennis courts, e.g., Bill Vallely fields, restrooms, parking lots, etc.).

The College will pay for all related utilities for the Tennis courts.

The College will schedule use of the Tennis Courts, with College programs taking priority, and allowing frequent, daily use of the Court(s) by the citizens of Prescott and the general public for tennis related activities appropriate for such a facility. Such public use may require the assessment of nominal use fees to use the courts consistent with other College recreational facilities.

In the event of safety concerns such as inclement weather, maintenance or other issues, the College reserves the right to close the tennis courts until conditions improve adequately to reopen them as determined by the College.

8. Termination of agreement

This agreement is subject to termination upon mutual agreement of both Parties upon 180 days written notice. In the event that termination occurs during the middle of a season, the current season if any will allowed to be completed.

9. Renewal of Agreement

This agreement is renewable for one (1) additional five (5) year term if agreed upon in writing by both Parties. The College shall provide a written notice of its intention to renew ninety (90) days prior to the termination of the effective term. *The renewal would extend the agreement from May 24, 2021 through May 23, 2026.*

10. Miscellaneous provisions

- a. The uses granted herein shall apply only to the Parties herein, and are not assignable.
- b. The College shall accept the properties referred to in this agreement in their existing condition. No representations, statements or warranties, express or implied, have been made by or on behalf of Prescott as to the condition thereof. In no event shall Prescott be liable for any defect in such property or for any limitation on its use.

7. Yavapai College Tennis Courts **Attachment A to Amendment #2**

The College will continue to be responsible for the courts' maintenance, upkeep, and custodial needs including parking areas, landscaping, and adjacent areas that are within the College's property boundary. The City will continue to be responsible for maintenance, upkeep and custodial needs for its property that abuts and is adjacent to the College property in the area of the tennis courts, e.g., Bill Vallely fields, restrooms, parking lots, etc.).

The College will pay for all related utilities for the Tennis courts.

The College will schedule use of the Tennis Courts, with College programs taking priority, and allowing frequent, daily use of the Court(s) by the citizens of Prescott and the general public for tennis related activities appropriate for such a facility. Such public use may require the assessment of nominal use fees to use the courts consistent with other College recreational facilities.

In the event of safety concerns such as inclement weather, maintenance or other issues, the College reserves the right to close the tennis courts until conditions improve adequately to reopen them as determined by the College.

8. Termination of agreement

This agreement is subject to termination upon mutual agreement of both Parties upon 180 days written notice. In the event that termination occurs during the middle of a season, the current season if any will allowed to be completed.

9. Renewal of Agreement

This agreement is renewable for one (1) additional five (5) year term if agreed upon in writing by both Parties. The College shall provide a written notice of its intention to renew ninety (90) days prior to the termination of the effective term. *The renewal would extend the agreement from May 24, 2021 through May 23, 2026.*

10. Miscellaneous provisions

- a. The uses granted herein shall apply only to the Parties herein, and are not assignable.

- b. The College shall accept the properties referred to in this agreement in their existing condition. No representations, statements or warranties, express or implied, have been made by or on behalf of Prescott as to the condition thereof.

In no event shall Prescott be liable for any defect in such property or for any limitation on its use.

11. Field Use Policy

In an effort to preserve and maintain the athletic fields within the City of Prescott, the following occurrences have been deemed punishable by the City's Board. These occurrences will be reviewed and recorded on a daily basis.

- *Gate locks and chains reported missing due to College not locking the field at the conclusion of use; Gates remaining unlocked overnight;*
- *Damage to any playing surfaces;*
- *Overall cleanliness of the fields, dugouts or score booths being left unsatisfactory;*
- *Jumping gates or tampering with gate prior to unlocking by City of Prescott employee (If gates are locked at specified time, contact Michelle: 848-9494, Jason Olson: 273-0282, respectively).*
- *Lights and score boards left on overnight;*

The aforementioned occurrences will be punishable based on a 3-“strike” basis. First 3 strikes are served as warnings, 4th strike assesses a fee of \$8 per offense, 5th strike and forward will be assessed at a fee of \$10 per offense.

Fees will be totaled at the end of each anniversary year and invoiced at the beginning of the subsequent anniversary year. The College will be notified the morning after a usage if there has been a violation of the aforementioned occurrences.

Facility usage reports will be sent to the College representative. If errors in the reports are found by the College, the College will contact the field coordinator.

**AMENDMENT NO. 1 TO JOINT USE AGREEMENT
IGA BETWEEN CITY OF PRESCOTT AND YAVAPAI COUNTY COMMUNITY COLLEGE
DISTRICT
(CITY CONTRACT NO. 2011-447) A1**

This First Amendment to Joint Use Agreement – Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Prescott, Arizona (“City”) and The Yavapai County Community College District (“College”).

Witnesseth:

Whereas, on May 24, 2011, the Parties entered into that certain Joint Use Agreement – Intergovernmental Agreement between the City of Prescott, Arizona and The Yavapai County Community College District for the purpose of sharing public facilities for the period from May 24, 2011 through May 24, 2016, and;

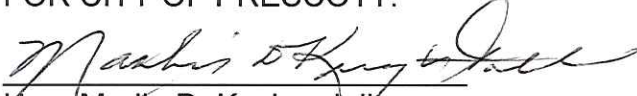
Whereas, the College has renovated its tennis courts, and both Parties wish to grant access to the public for use of the courts, and;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY COLLEGE AND CITY THAT SAID AGREEMENT IS AMENDED AS FOLLOWS:

1. A new paragraph 7 shall be added in its entirety as indicated in attachment A.
2. Paragraphs 7, 8, and 9 shall be re-numbered to be 8, 9, and 10 as indicated in attachment A.
3. Except as expressly amended herein, the pricing, terms, and conditions set forth in said original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS FIRST AMENDMENT TO AGREEMENT TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

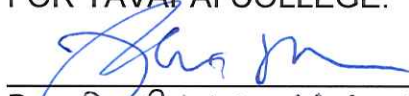
FOR CITY OF PRESCOTT:



Hon. Marlin D. Kuykendall,
Mayor

Date: 1-16-2015

FOR YAVAPAI COLLEGE:



By: Dr. Patricia McCarver
Title: District Governing Board Chair

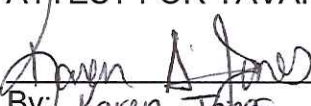
Date: 2/3/15

ATTEST:



Dana R. DeLong,
City Clerk

ATTEST FOR YAVAPAI COLLEGE:



By: Karen Jones
Title: Executive Assistant

ATTORNEY DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledges that: (1) he reviewed the above Agreement on behalf of his/her client; and, (2) as to his/her respective client only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.



Jon M. Paladini

City Attorney for City of Prescott

Date: 1-16-15

Name:

Attorney for Yavapai College

Date: _____

ATTORNEY DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledges that: (1) he reviewed the above Agreement on behalf of his/her client; and, (2) as to his/her respective client only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

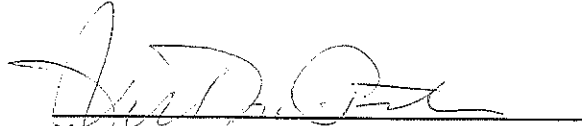


Jon M. Paladini

City Attorney for City of Prescott

Date:

1-16-15



Name:

Attorney for Yavapai College

Date:

Jan. 23, 2015

7. Yavapai College Tennis Courts

The College will continue to be responsible for the maintenance, upkeep, and custodial needs of the tennis courts including parking areas, landscaping, and adjacent areas that are within the College's property boundary. The City will continue to be responsible for maintenance, upkeep and custodial needs for its property that abuts and is adjacent to the College property in the area of the tennis courts, e.g., Bill Vallely fields, restrooms, parking lots, etc.).

The College will pay for all related utilities for the Tennis courts.

The College will schedule use of the Tennis Courts, with College programs taking priority, and allowing frequent, daily use of the Court(s) by the citizens of Prescott and the general public for tennis related activities appropriate for such a facility. Such public use may require the assessment of nominal use fees to use the courts consistent with other College recreational facilities.

In the event of safety concerns such as inclement weather, maintenance or other issues, the College reserves the right to close the tennis courts until conditions improve adequately to reopen them as determined by the College.

8. Termination of agreement

This agreement is subject to termination upon mutual agreement of both Parties upon 180 days written notice. In the event that termination occurs during the middle of a season, the current season if any will allowed to be completed.

9. Renewal of Agreement

This agreement is renewable for one (1) additional five (5) year term if agreed upon in writing by both Parties. The College shall provide a written notice of its intention to renew ninety (90) days prior to the termination of the original term.

10. Miscellaneous provisions

- a. The uses granted herein shall apply only to the Parties herein, and are not assignable.
- b. The College shall accept the properties referred to in this agreement in their existing condition. No representations, statements or warranties, express or implied, have been made by or on behalf of Prescott as to the condition thereof. In no event shall Prescott be liable for any defect in such property or for any limitation on its use.

Fee
\$0
\$8
\$5
\$1
\$0

RECORDED AT THE REQUEST OF:

City of Prescott

WHEN RECORDED, PLEASE
RETURN TO:

Prescott City Clerk's Office
Interoffice Mail

Caption: **City of Prescott Agreement 2011-447**
Joint Use Agreement – Intergovernmental Agreement
City of Prescott/Yavapai Community College District
Sharing of Public Facilities
Approved via Resolution No. 4078-1148 – 05/24/11

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

**JOINT USE AGREEMENT – INTERGOVERNMENTAL AGREEMENT
BETWEEN
YAVAPAI COMMUNITY COLLEGE DISTRICT
AND THE CITY OF PRESCOTT
TO SHARE PUBLIC FACILITIES**

The following Parties: the Governing Board of Yavapai County Community College District, doing business as Yavapai College, a community college district of the State of Arizona (hereinafter the "College)", Prescott campus, a comprehensive community college with a wide range of academic, vocational and community service programs and the City Council of the City of Prescott, a municipal corporation of the State of Arizona for and on behalf of the City Parks, Recreation and Library Department (hereinafter the "City"), which offers leisure services for the community, enter into a cooperative venture to share public facilities. The Parties agree that this cooperative venture is in the best interest of the College, the City and surrounding community.

This agreement becomes effective upon the final approval dates by the Yavapai Community College District Governing Board and the City Council of Prescott. The duration of this agreement shall be in effect for a minimum period of five (5) years with one opportunity for renewal for an additional five (5) years unless earlier terminated as provided for in Section 8 below.

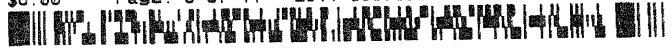
The Parties agree to the following facilities joint use and maintenance requirements:

1. Roughrider Park Baseball Field

The College will schedule usage of the Roughrider Park Baseball Field (hereinafter the "Baseball Field") year-round. The City shall use the Baseball Field for programs and tournaments subject to availability and scheduling through the College.

The College will be responsible for all utility bills (including water), irrigation and mowing, locking/unlocking gates, scoreboard, and maintenance storage buildings.

Each entity will be responsible for general maintenance, such as trash removal, restroom cleaning or rental, field preparation, etc., limited to general maintenance incurred or necessitated by each Party's respective use of the Baseball Field during the period of time of their respective use.



2. Ken Lindley Field

The City will schedule the usage of Ken Lindley Field_(hereinafter "Soccer Field") from August 1 through November 15 in accordance with the following conditions:

- a. The College will receive top priority in scheduling except when the City needs the softball facility to finish summer season and/or host national softball tournaments, which will require a typical softball set to remain in place (using portable fence after 1 August) or to be set up prior to the tournament and removed after the tournament, whichever best accommodates the needs of the parties. The City shall provide one year advance notice to the College when the City needs the Soccer Field to host national softball tournaments.
- b. The College shall be entitled to a minimum of 100 hours of soccer team practice on the field, as determined by mutual agreement between the Parties.
- c. The College shall be entitled to field usage for a cumulative total of 50 hours for game days after Labor Day weekend, during the period September through November. These 50 hours are in addition to the 100 hours of soccer team practice referenced in 2.b. above.
- d. The College shall be entitled to field usage February 1 to May 1 for soccer practices and camps as scheduled through the Recreation Programming Office (Parks and Recreation of the City of Prescott).
- e. The College shall be entitled to use of the scoreboard at the Soccer Field.
- f. The College will have exclusive locker room access and storage throughout the year; provided, however, that the City shall not incur any liability for any items which are stolen or damaged.
- g. The College may store soccer goals at the field at an approved location during season; provided, however, that the City shall not incur any liability for any items which are stolen or damaged.
- h. Weekly striping of Soccer Field will be performed by the City providing appropriate City staffing is available, including practices starting 1 August. If appropriate City staffing is not available, the College may stripe the Soccer Field with an adjusted (lowered) preparation fee that is negotiated between the Parties.
- i. Regular cutting of turf area will be performed by the City prior to College use.

- j. The City reserves the right to restrict use of the field (excluding regularly scheduled college games) due to weather and turf conditions as agreed by both parties to avoid turf damage, and shall assist with finding alternative practice locations the morning of the relocation if necessary. In any case, the College's responsibility for repairing turf damage will be limited to any damage caused by the College's use.
- k. The College shall oversee all locking and unlocking of Soccer Field gates during soccer practice and games.
- l. The College shall have permission to display Roughrider Club signs at the field on game days.
- m. The College shall be entitled to use stadium parking.
- n. The College is responsible to pay for any damage that may occur to City property from its use by the College pursuant to this Agreement.
- o. The College shall pay the City \$250 per game for soccer preparations to Ken Lindley Field, unless other arrangements have been negotiated under h. above.

The City retains the use and 100% of the revenue from the food and beverage concession stand at the field. The College agrees to work with the City to resolve any scheduling conflicts that may come up between August 1 and September 30; provided, however, that in the event of a conflict between a City event and a College event, the City event shall take precedence.

3. Walraven Gym

The City will be allowed use of Walraven Gym (hereinafter "The Gym") two nights per week for fall volleyball leagues (i.e., late September to mid-November), and two nights per week for winter basketball leagues (i.e., early January to mid-April) with the following conditions:

- a. The College will set up volleyball for the above City leagues **OR** will provide City staff with access to volleyball standards and nets, and necessary training in setting up.
- b. The College will permit use of scoreboard by the City.
- c. The College will be responsible for all maintenance and utilities of The Gym.
- d. In the event of an ACCAC (Arizona Community College Athletic Conference) Volleyball and/or Basketball schedule change due to weather, catastrophic conditions

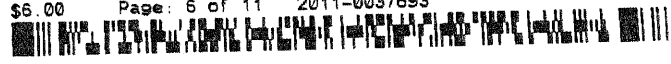
(as defined in paragraph 10.p), or play-offs, the College Volleyball team(s) will receive priority scheduling.

- e. The College shall allow the City use of The Gym for one weekend in August for a basketball and/or volleyball tournament that doesn't conflict with the college's team use. This arrangement should be scheduled between the Parties no later than April 1 of the calendar year.

4. **Bill Valley Fields**

The City will schedule the usage of Bill Valley Fields (hereinafter "Valley") by the College Softball Team between August 15 through November 15 and January 1 through May 15 of each year in coordination with the Little League Schedule for that year, in accordance with the following conditions:

- a. The College will share usage with City programs with the City reserving the right to schedule alternative site for the College softball program (practice or games) due to field conditions and/or schedule conflicts.
- b. During the months of March, April, and May (i.e., Little League season) on days when Prescott Little League Inc. will be using fields, all College practices shall vacate upper field by 3:30pm (4:00pm for lower field practices and game days) in order for Little League field preparations and warmups to occur.
- c. The College shall be entitled to use Bill Valley Lower Field between Noon and 3:30 p.m. per day softball team practice on fields scheduled by the City during fall and spring season.
- d. The College shall be entitled to Valley for a cumulative total of seventy-five (75) hours for game days between January 15 through May 15 on fields scheduled by the City. The College will make their best effort to start games at Noon to minimize possible schedule conflicts with other users who may be scheduled by the City.
- e. The College shall lock gates to the lower field after each usage, provided there are no other scheduled users.
- f. The City reserves the right to adjust practice locations on a specific field in order to preserve turf, and /or restrict use of the Valley due to weather and turf conditions.
- g. The College will pay the City for field preparations for game days only, for fall and spring games, in the sum of \$2,000 through an invoice issued by the City to the College at the conclusion of the season no later than June 30th of each calendar year (i.e., beginning in 2013 due to previously agreed-upon improvements). The fee may be adjusted or waived by the City in consideration of improvements made to the facility by the College that has been agreed to by the Parties prior to installation.



- h. The College shall be entitled to use of the announcer's booth and scoreboards on the fields used by the College.
- i. The College will be allowed to construct/install an equipment storage facility at a location to be determined by mutual agreement between Parties.
- j. City crews will perform all field preparation and maintenance on game days, including field marking supplies and bases. The College shall perform all field preparation and maintenance on practice days. The College shall use City's utility vehicle, drags, hoses, and tools, with regular inspections by City staff to ensure damage is not occurring beyond normal wear. The College shall reimburse the City to damage to above if it is determined the College is responsible. The College will not be responsible for maintenance or repairs needed for normal wear and tear.
- k. The College shall have permission to display Roughrider Club signs at the field on game days.
- l. The College is responsible to pay for all officials including public address announcers.

5. **Yavapai Performance Hall**

The College will allow the City to use Hall facilities a minimum of two times a year, at the same use rate as paid by college activities.

6. **Grace Sparkes Activity Center**

Subject to availability, the City will allow the use of gymnasium and meeting space by College at the normal rental rate.

7. **Termination of agreement**

This agreement is subject to termination upon mutual agreement of both Parties upon 180 days written notice. In the event that termination occurs during the middle of a season, the current season if any will allowed to be completed.

8. **Renewal of Agreement**

This agreement is renewable for one (1) additional five (5) year term if agreed upon in writing by both Parties. The College shall provide a written notice of its intention to renew ninety (90) days prior to the termination of the original term.

9. **Miscellaneous provisions**

- a. The uses granted herein shall apply only to the Parties herein, and are not assignable.
- b. The College shall accept the properties referred to in this agreement in their existing condition. No representations, statements or warranties, express or implied, have been made by or on behalf of Prescott as to the condition thereof.
In no event shall Prescott be liable for any defect in such property or for any limitation on its use.



- c. The City shall accept the properties referred to in this agreement in their existing condition. No representations, statements or warranties, express or implied, have been made by or on behalf of the College as to the condition thereof. In no event shall the College be liable for any defect in such property or for any limitation on its use.

- d. The College shall, at the College's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the term or any part of the term hereof regulating the use by College of the City facilities which are the subject of this agreement.

- e. The City shall, at the City's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the term or any part of the term hereof regulating the use by City of the College facilities which are the subject of this agreement.

- f. Upon the termination of each use allowed pursuant to this Agreement, each Party will quit and surrender the premises, in as good order and condition as when the use first started, reasonable wear and tear excepted.

- g. The College may not perform any act or carry on any practice which may damage, mar or deface the City facility being utilized or any structures thereon. The City must provide written notification within seven (7) calendar days of any damage that it believes is the responsibility of the College.

- h. The City may not perform any act or carry on any practice which may damage, mar or deface the College facility being utilized or any structures thereon. The College must provide written notification within seven (7) calendar days of any damage that it believes is the responsibility of the city.

- i. The College may not install, operate or maintain on the City facility being utilized any electrical equipment which will overload the electrical system therein or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by City.

- j. The City may not install, operate or maintain on the College facility being utilized any electrical equipment which will overload the electrical system therein or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by College.

- k. Each party (as "Indemnitor") agrees to defend, indemnify, 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 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, agents, employees, or volunteers.



- l. Alterations and additions may not be made to any City facility. Any alteration or addition of the premises, excepting movable fixtures, made with the consent the City shall become part of the realty and shall belong to the City upon termination of that particular use.
- m. Alterations and additions may not be made to any College facility. Any alteration or addition of the premises, excepting movable fixtures, made with the consent the College shall become part of the realty and shall belong to the College upon termination of that particular use.
- n. Upon termination of this Agreement all property belonging to each Party shall be returned to that Party in as good as a condition as received by the other Party, reasonable wear and tear accepted.
- o. The Parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the Parties hereto waives any right to a trial by jury. In the event of litigation, the Parties hereby agree to submit to a trial before the Court. Both Parties hereby irrevocably submit to the personal jurisdiction of the United States District Court for the District of Arizona or the Court of Yavapai County, Arizona in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agree that all claims in respect to any such action or proceeding may be heard or determined in either such court. The Parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither Party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.
- p. Force majeure: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions—intervention—acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- q. This Intergovernmental Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and it may only be amended, modified or waived by a written instrument signed by the authorized agents of the Parties hereto.
- r. Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:



City of Prescott
c/o Director
Parks, Recreation, and Library Department
P. O. Box 2059
Prescott, AZ 86302

Yavapai College
c/o President
1100 E Sheldon Street
Prescott, AZ 86301

With a copy to:
Yavapai College
c/o Director of Athletics
1100 E Sheldon Street
Prescott, AZ 86301

With a copy to:
Yavapai College
Director of Purchasing and Contracting
1100 E. Sheldon Street
Prescott, AZ 86301

These addresses may be changed by either Party by giving notice in writing. Such changes shall be deemed to have been effectively noticed five (5) calendar days after being mailed to each Party by the Party changing the address.

- s. Pursuant to ARS §38-511, either Party public agency hereto may cancel this Intergovernmental Agreement without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of said Party is, at any time in which the Agreement or any extension thereof is in effect, an employee or agent of any other Party to the Agreement in any capacity or a consultant to any other Party to the Agreement with respect to the subject matter of the Agreement.



SEAL

Marlin Kuykendall
MARLIN KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

Elizabeth A. Burke
ELIZABETH A. BURKE
City Clerk

Gary D. Kidd
GARY D. KIDD
City Attorney

APPROVED BY CITY COUNCIL

RES # 4078-1148 ORD # -
DATE: 5-24-11 EFF: 6-23-11

PASSED, APPROVED AND ADOPTED by the Yavapai Community College District Board

Dale Fitzner
Chairman of the Board

ATTEST:

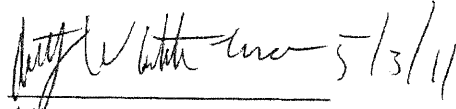
Marilyn Gitter
Secretary of the Board

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Prescott.

Gary Kidd
GARY KIDD
City Attorney



Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Yavapai Community College District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the District.



Attorney

Item # 2.2

YAVAPAI COLLEGE DISTRICT GOVERNING BOARD

RESOLUTION NO. 2021-05

A RESOLUTION OF THE YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2021 ANNUAL BUDGETED EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

RECITALS:

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual budgeted expenditure limitation report (ABELR) on the governing body's behalf; and

WHEREAS, the Yavapai County Community College District Governing Board desires to designate Dr. Clint Ewell, as the College's Chief Fiscal Officer.

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the ABELR.

ENACTMENTS:

NOW THEREFORE BE IT RESOLVED BY THE YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Dr. Clint Ewell is hereby designated as the College's Chief Fiscal Officer for purposes of officially submitting the fiscal year 2021 ABELR to the Arizona Auditor General's Office on the governing body's behalf.

PASSED AND ADOPTED by the Yavapai County Community College District Governing Board, this 18th day of May, 2021 .

Approved as to form:

Ms. Deb McCasland , Board Chair

Ms. Lynne Adams, College Legal Counsel

Item# 2.3

Governor Ducey Signs Bill To Expand Opportunities For Community College Students

"This is 'Opportunity for All' in action"

PHOENIX — Governor Doug Ducey today signed legislation allowing community colleges to offer four-year degrees, paving the way for Arizona's current and future workforces and expanding opportunities for populations that are historically underrepresented in higher education.

"Arizona's community colleges play a critical role in supporting students of all ages and equipping our workforce with skills and resources," said Governor Ducey. "Arizona is a school choice state, and today's action is school choice for higher education. This is 'Opportunity for All' in action. It will allow students even more opportunities as they strengthen their education and expand their employment opportunities. Thank you to Senator Paul Boyer and Representative Becky Nutt for leading on legislation that supports Arizona's higher education students and our talented workforce."

As the state moves forward from the pandemic, Senate Bill 1453 is an important and timely shift to reskill and upskill Arizona's workforce to meet the needs of the growing economy and provide a pathway to economic prosperity for more Arizonans.

"As more and more jobs come to Arizona, we need to make sure our workforce is ready to meet the demand," said Senator Paul Boyer. "Community colleges equip students with much-needed skills, and expanding their degree programs will benefit adult students of all ages and strengthen Arizona's workforce. It will also draw more talented students and diverse employers to our state. Thank you, Governor Ducey, for signing Senate Bill 1453."

Research suggests that these degrees may play an important role in better serving a racially and economically diverse student population. (<https://s3-us-west-2.amazonaws.com/uw-s3-cdn/wp-content/uploads/sites/158/2020/06/26182923/NewBA-DN8.pdf>) [1] The students are typically adult learners who are working, often full-time, and who have considerable work experience that they do not want to abandon for full-time study toward the baccalaureate degree.

"Today's legislation will help people in every corner of our state," said Representative Becky Nutt, who helped spearhead these efforts. "Arizona has been a national leader in school choice for many years, and allowing community colleges to offer four-year degrees will take a step further in meeting the needs of adult students."

The legislation will align Arizona with 23 other states, including all neighboring states, to allow community colleges to offer four-year degrees in limited circumstances.

"We are committed to helping our students connect with programs that fit their needs and prepare them for job opportunities," said Yavapai College President Dr. Lisa Rhine. "There are a wide range of jobs available all across the state, and we are preparing our students to meet that demand and reach their goals. Allowing community colleges like Yavapai College to offer four-year degrees will save students money, draw more students to our school and build up our workforce. My thanks to the legislators who supported Senate Bill 1453, Governor Ducey for signing it, and everyone who supported this important reform."

Under the legislation, community colleges opting to offer baccalaureate degrees must approve each program based on specific criteria, including workforce need, a financial and administrative analysis of the Page 7 of 7

offering the program, and mitigating duplication.

"At Eastern Arizona College, we're ready to support and work with students who want to get a higher education and build a career," said Eastern Arizona College President Todd Haynie. "The legislation signed by Governor Ducey provides an accessible way for Arizona students to continue their education and build a brighter future for themselves and their loved ones. When community colleges offer four-year degrees, it opens up opportunities for more students of all ages and backgrounds. Thank you to everyone who supported this bill."

"Enabling Arizona's community colleges to offer baccalaureate degrees will be very beneficial to San Carlos Apache College students by increasing the amount and diversity of choices available to them locally and throughout the State, if not the country, for pursuing their baccalaureate and higher-level degrees," said San Carlos Apache Tribe Chairman Terry Rambler. "A more educated and skilled Arizona workforce will also increase business and personal income, grow revenues for the state to invest in other critical needs, and decrease dependency on social safety nets."

"This is great news for Sierra Vista, home to one of the best community colleges in the nation. Our citizens will benefit from expanded educational opportunities," said Sierra Vista Mayor Rick Mueller. "It will aid our ability to develop and maintain a skilled local workforce qualified to work high tech and medical jobs we have, which will bolster Sierra Vista's economic development efforts and benefit our surrounding rural communities."

"This legislation enhances school choice in our state by expanding access to affordable baccalaureate degrees and supports our economy by building a skilled workforce in the highest need areas, such as health care, information technology, police and fire science, and education," Maricopa Community College District Interim Chancellor Dr. Steven Gonzales said in a letter.

"Community colleges offer our veterans quality education at affordable prices, allowing our community access to higher education and college completion," Maricopa Veterans Education Taskforce President Calvin DeVoll said in a letter.

"...I am a busy mom of 9 active children, and it has not been easy to balance my personal, professional and academic life. However, having a supportive community college has been extremely instrumental in my journey to achieving my academic goals. I would be excited at the opportunity to stay at my current community college and save the money that I will need for the master's level work that I plan to pursue," Rio Salado Community College student Antonette Pearson said in a letter.

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Published on *Office of the Arizona Governor* (<https://azgovernor.gov> (<https://azgovernor.gov>))

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Links

[1] <https://s3-us-west-2.amazonaws.com/uw-s3-cdn/wp-content/uploads/sites/158/2020/06/26182923/NewBA-DN8.pdf>

House Engrossed Senate Bill

~~school districts; aggregate expenditure limitation~~
(now: community colleges; four-year degrees)

State of Arizona
Senate
Fifty-fifth Legislature
First Regular Session
2021

SENATE BILL 1453

AN ACT

AMENDING SECTIONS 15-1401 AND 15-1444, ARIZONA REVISED STATUTES; AMENDING TITLE 15, CHAPTER 12, ARTICLE 3, ARIZONA REVISED STATUTES, BY ADDING SECTION 15-1444.01; AMENDING SECTION 15-1469, ARIZONA REVISED STATUTES; RELATING TO COMMUNITY COLLEGES.

(TEXT OF BILL BEGINS ON NEXT PAGE)

Be it enacted by the Legislature of the State of Arizona:

Section 1. Section 15-1401, Arizona Revised Statutes, is amended to read:

15-1401. Definitions

In this chapter, unless the context otherwise requires:

1. "Accredited" means accredited by a regional accrediting agency recognized by the United States department of education or by the council on postsecondary accreditation.
2. "Additional short-term classes" means those classes that are not in session on the forty-fifth day of the fall or spring semester, that commence at various times during the fiscal year and that are offered over a period of less than sixteen weeks.
3. "Budget year" means the fiscal year for which the community college district is budgeting and that immediately follows the current year.
4. "Community college" means an educational institution that is operated by a district board and that provides a program ~~not exceeding two~~ **OF NOT MORE THAN FOUR** years' training in the arts, sciences and humanities beyond the twelfth grade of the public or private high school course of study or vocational education, including terminal courses of a technical and vocational nature and basic adult education courses.
5. "Community college tuition financing district" means a district that is organized pursuant to section 15-1409.
6. "Current year" means the fiscal year in which the community college district is operating.
7. "District" means a community college district that is established pursuant to sections 15-1402 and 15-1403 or section 15-1402.01 and that is a political subdivision of this state and, unless otherwise specified, includes community college tuition financing districts established pursuant to section 15-1409.
8. "District board" means the community college district governing board.
9. "Full-time equivalent student" means student enrollment for fifteen community college semester credit units per semester.
10. "Open entry, open exit classes" means those classes in which students enter or exit based on mastery of specified competencies and that commence at various times during the fiscal year.
11. "Operational expense budget" means the budget as adopted by the district board pursuant to section 15-1461.
12. "Operational expenses" means the administration, instruction, operation of community college plant, maintenance of community college plant, fixed charges and contingencies incurred in the operation of a district, ~~exclusive of~~ **EXCLUDING** all capital outlay items, special levies, auxiliary enterprise funds, restricted funds and bond service items.
13. "Provisional community college district" means a community college district **THAT WAS** organized pursuant to section 15-1409 **AND THAT BEGAN OPERATIONS BEFORE JANUARY 1, 2015.**

Sec. 2. Section 15-1444, Arizona Revised Statutes, is amended to read:

15-1444. General powers and duties of district boards

A. Except as otherwise provided, ~~the~~ **EACH** district board shall:

1. Maintain each community college **UNDER ITS JURISDICTION** for a period of ~~not less than~~ **AT LEAST** eight months in each year and, if the ~~funds~~ **MONIES** of the district are sufficient, maintain each community college for a longer period.
2. Adopt policies in a public forum to offer programs that meet the educational needs of the population served by the community college.
3. Enforce the courses of study prescribed by the district board.
4. Visit each community college under its jurisdiction and examine carefully into its management, conditions and needs.
5. Exclude from each community college all books, publications or papers of a sectarian, partisan or denominational character intended for use as textbooks.
6. Appoint and employ a chancellor or chancellors, ~~vice-chancellors~~ **VICE CHANCELLORS**, a president or presidents, vice presidents, deans, professors, instructors, lecturers, fellows and such other officers and employees it deems necessary. The district board may enter into employment contracts with chancellors, ~~vice-chancellors~~ **VICE CHANCELLORS** and presidents for a duration of more than one year but not more than five years.

7. Determine the salaries of persons it appoints and employs. A district may not compensate an employee for work performed on behalf of an elected employee representative organization and may not provide more favorable terms and conditions of employment to any employee because that individual belongs to an elected employee representative organization.

8. Remove any officer or employee if in its judgment the interests of education in this state require the removal.

9. Award degrees, certificates and diplomas on the completion of courses and curricula as it deems appropriate.

10. Appoint or employ, if it deems necessary, police officers who shall have the authority and power of peace officers. ♦ The police officers who have received a certificate from the Arizona peace officer standards and training board are eligible for membership in and benefits under either title 38, chapter 5, article 2 or the public safety personnel retirement system under title 38, chapter 5, article 4.

11. Determine the location within the district of a community college and purchase, receive, hold, make and take leases of, sell and convey real or personal property for the benefit of the community colleges under its jurisdiction.

12. Obtain insurance or be self-insured, or a combination of insurance and self-insurance, against loss, to the extent it is determined necessary on community college buildings of the district. The local district shall have an insurable interest in the buildings.

B. The district board may:

1. Administer trusts declared or created for the district and receive by gift or devise and hold in trust or otherwise property wheresoever located, and if not otherwise provided, dispose of the property for the benefit of the district.

2. Lease real property, as lessor or as lessee. ♦ If a district is the lessee, the lease may contain an option to purchase the property. The district board may adopt policies as are deemed necessary and may delegate in writing to the chancellor or president of the district, or their designees, all or any part of its authority to lease property under this paragraph. Any delegation by the district board pursuant to this paragraph may be rescinded in whole or in part at any time by the district board.

3. Sue and be sued.

4. Contract. ♦ The district board may adopt such policies as are deemed necessary and may delegate in writing to the chancellor or president of the district, or their designees, all or any part of its authority to contract under this paragraph. ♦ Any delegation of authority under this paragraph may be rescinded by the district board at any time in whole or in part.

5. Construct, remodel and repair buildings.

6. In conjunction with other districts, establish policies for ~~procurement of~~ **PROCURING** goods and services.

7. Provide a plan or plans for employee benefits, which may include optional retirement programs pursuant to section 15-1451, subsection A, which allow for participation in a cafeteria plan that meets the requirements of the United States internal revenue code of 1986.

8. Accept grants or donations of monies from the United States or any of its agencies, departments or officers, this state, political subdivisions of this state, tribal governments, school districts, special taxing districts, persons, corporations, foundations or associations. ♦ The district board shall deposit the monies into a specific fund or account and shall administer the monies in accordance with the purpose of the grant or donation with specific policies or restrictions as described or stipulated in the grant or donation. In the case of personal property granted or donated to or for the benefit of a community college district, the district board shall immediately transfer possession and ownership of the property to the designated district. ♦ Monies received pursuant to this paragraph are not considered local revenues for the purposes of article IX, section 21, Constitution of Arizona.

9. Enter into intergovernmental agreements or contracts pursuant to section 11-952.01 for participation in programs offered by public agency pools or separately contract with a trustee or board of trustees that provides a common self-insurance program with pooled funds and risks pursuant to section 15-382, subsection B, paragraph 2. ♦ The district board is not required to engage in competitive procurement in order to make the decision to participate in these programs.

10. Name a building or a group of buildings that is located on a community college campus on behalf of a person or entity that has made a significant contribution of monies or other property to

the community college or the community college district.

11. Enter into research and development agreements, royalty agreements, development agreements, licensing agreements and profit-sharing agreements concerning the research, development, production, storing or marketing of new products developed or to be developed through community college district research. ♦ Monies received pursuant to this paragraph are not considered local revenues for the purposes of article IX, section 21, Constitution of Arizona.

12. Enter into an intergovernmental agreement pursuant to section 15-1747 to participate in a reciprocity agreement subject to the terms of the reciprocity agreement.

13. Engage in entrepreneurial and commercial activities. Monies received pursuant to this paragraph are not considered local revenues for the purposes of article IX, section 21, Constitution of Arizona.

14. Collect auxiliary fees, including cafeteria fees, food service fees, bookstore fees and dormitory fees. ♦ Monies received pursuant to this paragraph are not considered local revenues for the purposes of article IX, section 21, Constitution of Arizona.

15. Provide goods and services pursuant to a contract with a political subdivision of this state or with a tribal government. ♦ Monies received pursuant to this paragraph are not considered local revenues for the purposes of article IX, section 21, Constitution of Arizona.

16. FOR A COMMUNITY COLLEGE IN A COUNTY WITH A POPULATION OF SEVEN HUNDRED FIFTY THOUSAND PERSONS OR LESS, OFFER FOUR-YEAR BACCALAUREATE DEGREES THAT ARE ACCREDITED BY A REGIONAL ACCREDITATION AGENCY APPROVED BY THE UNITED STATES DEPARTMENT OF EDUCATION.

17. FOR A COMMUNITY COLLEGE IN A COUNTY WITH A POPULATION OF MORE THAN SEVEN HUNDRED FIFTY THOUSAND PERSONS, OFFER FOUR-YEAR BACCALAUREATE DEGREES THAT ARE ACCREDITED BY A REGIONAL ACCREDITATION AGENCY APPROVED BY THE UNITED STATES DEPARTMENT OF EDUCATION AS FOLLOWS:

(a) FOR THE FIRST FOUR YEARS THAT A COMMUNITY COLLEGE OFFERS FOUR-YEAR BACCALAUREATE DEGREES, THE COMMUNITY COLLEGE MAY NOT OFFER MORE THAN FIVE PERCENT OF ITS TOTAL NUMBER OF DEGREE AND CERTIFICATION OFFERINGS FOR FOUR-YEAR BACCALAUREATE DEGREES. FOR THE FIFTH AND SUBSEQUENT YEARS THAT A COMMUNITY COLLEGE OFFERS FOUR-YEAR BACCALAUREATE DEGREES, THE COMMUNITY COLLEGE MAY NOT OFFER MORE THAN TEN PERCENT OF ITS TOTAL NUMBER OF DEGREE AND CERTIFICATION OFFERINGS FOR FOUR-YEAR BACCALAUREATE DEGREES.

(b) TUITION PER CREDIT HOUR FOR THE THIRD AND FOURTH YEARS OF A FOUR-YEAR BACCALAUREATE PROGRAM MAY NOT EXCEED ONE HUNDRED FIFTY PERCENT OF THE TUITION PER CREDIT HOUR OF ANY OTHER DISTRICT PROGRAM.

C. If a district acquires real or personal property, whether by purchase, exchange, condemnation, gift or otherwise, the district shall pay to the county treasurer any taxes on the property that were unpaid as of the date of acquisition, including penalties and interest. ♦ The lien for unpaid delinquent taxes, penalties and interest on property acquired by the district:

1. Is not abated, extinguished, discharged or merged in the title to the property.
2. Is enforceable in the same manner as other delinquent tax liens.

D. In a district whose boundaries encompass a vehicle emissions control area as defined in section 49-541, the district board shall require all out-of-county and out-of-state students to sign an affidavit at the time of course registration that the student's vehicle meets the requirements of section 49-542. ♦ The district board on property under its jurisdiction within a vehicle emissions control area shall prohibit the parking of those vehicles that fail to comply with section 49-542.

E. A community college district and a career technical education district governing board may enter into agreements ~~for the provision of~~ TO PROVIDE administrative, operational and educational services and facilities.

F. Each district may establish a program for the exchange of students between the community colleges under its jurisdiction and colleges and universities located in Sonora, Mexico. The program may provide for in-state tuition for Sonora students at the community colleges under the jurisdiction of the district in exchange for similar tuition provisions for Arizona students enrolled or

seeking enrollment in Sonora colleges and universities. The community colleges may work in conjunction with the Arizona-Mexico commission in the governor's office to coordinate recruitment and admissions activities to provide for in-state tuition for up to fifty Sonora students at the community colleges under the jurisdiction of the district in exchange for similar tuition provisions for up to fifty total Arizona students enrolled or seeking enrollment in Sonora colleges and universities.

G. Each district shall facilitate transfer articulation coordination pursuant to section 15-1824.

Sec. 3. Title 15, chapter 12, article 3, Arizona Revised Statutes, is amended by adding section 15-1444.01, to read:

15-1444.01. Baccalaureate degree programs; reporting requirements; definitions

A. EACH COMMUNITY COLLEGE THAT OFFERS A BACCALAUREATE DEGREE PROGRAM PURSUANT TO SECTION 15-1444, SUBSECTION B, PARAGRAPH 16 OR 17 MUST MEET BOTH OF THE FOLLOWING:

- 1. ALL APPLICABLE REGIONAL ACCREDITATION REQUIREMENTS.**
- 2. ALL APPLICABLE STATE LICENSURE REQUIREMENTS.**

B. WHEN DETERMINING WHETHER TO OFFER A BACCALAUREATE DEGREE PROGRAM PURSUANT TO SECTION 15-1444, SUBSECTION B, PARAGRAPH 16 OR 17, THE DISTRICT BOARD SHALL MAKE ITS DETERMINATION BASED ON ALL OF THE FOLLOWING CRITERIA:

- 1. WHETHER THE COMMUNITY COLLEGE CAN DEMONSTRATE BOTH:**

(a) WORKFORCE NEED FOR THE BACCALAUREATE DEGREE PROGRAM IN THE REGION SERVED BY THE COMMUNITY COLLEGE.

(b) STUDENT DEMAND FOR THE BACCALAUREATE DEGREE PROGRAM.

2. A FINANCIAL ANALYSIS THAT SHOWS THE SHORT-TERM AND LONG-TERM IMPACTS TO INITIATE AND SUSTAIN THE BACCALAUREATE DEGREE PROGRAM, INCLUDING ALL OF THE FOLLOWING:

(a) THE SOURCE OF MONIES.

(b) FACILITIES REQUIREMENTS.

(c) FACULTY.

(d) PERSONNEL.

(e) ADMINISTRATIVE COSTS.

3. WHETHER THE BACCALAUREATE DEGREE PROGRAM WOULD UNNECESSARILY DUPLICATE THE DEGREE PROGRAMS OFFERED BY OTHER INSTITUTIONS OF HIGHER EDUCATION IN THIS STATE.

4. THE ABILITY OF THE COMMUNITY COLLEGE TO SUPPORT THE BACCALAUREATE DEGREE PROGRAM WITH STUDENT ENROLLMENT AND THE ADEQUACY OF THE COMMUNITY COLLEGE'S FACILITIES, FACULTY, ADMINISTRATION, LIBRARIES AND OTHER RESOURCES.

C. A COMMUNITY COLLEGE THAT IS WITHIN A COMMUNITY COLLEGE DISTRICT LOCATED IN THE SAME COUNTY AS THE MAIN CAMPUS OF ANY PUBLIC UNIVERSITY AND THAT IS DEVELOPING A BACCALAUREATE DEGREE PROGRAM SHALL NOTIFY THE PUBLIC UNIVERSITY WHOSE MAIN CAMPUS IS LOCATED IN THE SAME COUNTY AS THE COMMUNITY COLLEGE DISTRICT AT LEAST SIXTY DAYS BEFORE SUBMITTING THE REPORT PRESCRIBED IN SUBSECTION D OF THIS SECTION TO THE DISTRICT BOARD. ♦ WITHIN THIRTY DAYS AFTER THE DATE THE COMMUNITY COLLEGE SUBMITS THE NOTICE, THE PUBLIC UNIVERSITY MAY PROVIDE A WRITTEN RESPONSE TO THE DISTRICT BOARD FOR ITS REVIEW. ♦ THIS SUBSECTION DOES NOT ALLOW A PUBLIC UNIVERSITY TO PREVENT A COMMUNITY COLLEGE FROM OFFERING A BACCALAUREATE DEGREE PROGRAM.

D. BEFORE THE DISTRICT BOARD AUTHORIZES A COMMUNITY COLLEGE TO OFFER A BACCALAUREATE DEGREE PROGRAM PURSUANT TO SECTION 15-1444, SUBSECTION B, PARAGRAPH 16 OR 17, THE COMMUNITY COLLEGE MUST SUBMIT A REPORT TO THE DISTRICT BOARD THAT INCLUDES ALL OF THE FOLLOWING INFORMATION:

- 1. THE NAME OF THE PROPOSED ACADEMIC DEGREE PROGRAM.**

2. THE ACADEMIC DEPARTMENT THAT WILL OFFER THE PROPOSED DEGREE PROGRAM.
 3. WHETHER THE INSTRUCTIONAL MODALITY WOULD BE IMMERSION OR ONLINE, OR BOTH.
 4. THE TOTAL CREDIT HOURS NECESSARY TO COMPLETE THE DEGREE PROGRAM.
 5. THE PROPOSED INCEPTION TERM.
 6. A BRIEF DESCRIPTION OF THE PROPOSED DEGREE PROGRAM.
 7. A LEARNING OUTCOMES AND ASSESSMENT PLAN, INCLUDING:
 - (a) CONCEPTS.
 - (b) COMPETENCIES.
 - (c) ASSESSMENT METHODS AND MEASURES.
 8. THE PROJECTED ENROLLMENT BY YEAR FOR THE FIRST THREE YEARS THE DEGREE PROGRAM IS OFFERED.
 9. EVIDENCE OF MARKET DEMAND FOR THE PROPOSED DEGREE PROGRAM.
 10. SIMILAR DEGREE PROGRAMS OFFERED AT OTHER INSTITUTIONS OF HIGHER EDUCATION IN THIS STATE.
 11. THE NEW RESOURCES REQUIRED, INCLUDING A LONG-TERM PLAN FOR FACULTY RECRUITMENT THAT INDICATES THE ABILITY TO PAY THE INCREASED SALARIES OF DOCTORAL FACULTY AND IDENTIFIES RECRUITMENT STRATEGIES FOR NEW FACULTY.
 12. ANY WRITTEN RESPONSES PROVIDED BY A PUBLIC UNIVERSITY PURSUANT TO SUBSECTION C OF THIS SECTION.
- E. EACH COMMUNITY COLLEGE THAT OFFERS A BACCALAUREATE DEGREE PROGRAM PURSUANT TO SECTION 15-1444, SUBSECTION B, PARAGRAPH 16 OR 17 SHALL SUBMIT A REPORT TO THE JOINT LEGISLATIVE AUDIT COMMITTEE ON OR BEFORE OCTOBER 1 OF THE FIFTH YEAR AFTER INITIALLY OFFERING THAT BACCALAUREATE DEGREE PROGRAM. THE REPORT SHALL REVIEW THE FIRST FIVE YEARS OF THE BACCALAUREATE DEGREE PROGRAM AT THE COMMUNITY COLLEGE AND SHALL INCLUDE ALL OF THE FOLLOWING:
1. THE NUMBER OF:
 - (a) ALL BACCALAUREATE DEGREE PROGRAMS IMPLEMENTED AT THE COMMUNITY COLLEGE.
 - (b) APPLICANTS TO EACH BACCALAUREATE DEGREE PROGRAM.
 - (c) PERSONS WHO ARE ADMITTED INTO EACH BACCALAUREATE DEGREE PROGRAM.
 - (d) PERSONS WHO ARE ENROLLED IN EACH BACCALAUREATE DEGREE PROGRAM.
 - (e) PERSONS WHO RECEIVED DEGREES FROM EACH BACCALAUREATE DEGREE PROGRAM.
 2. THE COSTS OF EACH BACCALAUREATE DEGREE PROGRAM, INCLUDING COST PER DEGREE AND THE FUNDING SOURCES THAT WERE USED TO FINANCE EACH DEGREE PROGRAM.
 3. CURRENT TRENDS IN WORKFORCE DEMANDS THAT REQUIRE FOUR-YEAR DEGREES IN EACH SPECIFIC BACCALAUREATE DEGREE PROGRAM OFFERED.
 4. CURRENT COMPLETION AND CONTINUATION RATES, IF AVAILABLE, FOR EACH COHORT OF STUDENTS PARTICIPATING IN EACH BACCALAUREATE DEGREE PROGRAM.
 5. INFORMATION ON THE IMPACT OF EACH BACCALAUREATE DEGREE PROGRAM ON UNDERSERVED AND UNDERPREPARED STUDENTS.
 6. THE EXTENT TO WHICH EACH BACCALAUREATE DEGREE PROGRAM FULFILLS IDENTIFIED WORKFORCE NEEDS FOR NEW BACCALAUREATE DEGREE PROGRAMS.
 7. INFORMATION ON THE PLACES OF EMPLOYMENT OF STUDENTS AND THE SUBSEQUENT JOB PLACEMENT OF GRADUATES OF EACH BACCALAUREATE DEGREE

PROGRAM.

8. FOR EACH BACCALAUREATE DEGREE PROGRAM, THE COSTS TO STUDENTS, THE AMOUNT OF FINANCIAL AID OFFERED AND THE STUDENT DEBT LEVELS OF GRADUATES.

9. TIME-TO-DEGREE RATES AND COMPLETION RATES FOR EACH BACCALAUREATE DEGREE PROGRAM.

F. EACH COMMUNITY COLLEGE DISTRICT THAT OFFERS A BACCALAUREATE DEGREE PROGRAM SHALL INCLUDE ALL OF THE FOLLOWING IN ITS ANNUAL REPORT REQUIRED BY SECTION 15-1427:

1. THE TOTAL NUMBER OF STUDENTS PURSUING A BACCALAUREATE DEGREE AT THE COMMUNITY COLLEGE DISTRICT PURSUANT TO THIS SECTION.

2. THE TOTAL NUMBER OF BACCALAUREATE DEGREES COMPLETED AT THE COMMUNITY COLLEGE DISTRICT.

3. WORKFORCE DATA SHOWING DEMAND FOR THE BACCALAUREATE DEGREE PROGRAMS OFFERED AT THE COMMUNITY COLLEGE DISTRICT.

4. THE AVERAGE COST OF TUITION PER CREDIT HOUR FOR THE BACCALAUREATE DEGREES OFFERED AT THE COMMUNITY COLLEGE DISTRICT.

G. FOR THE PURPOSES OF THIS SECTION:

1. "MAIN CAMPUS" MEANS THE CENTRAL LOCATION OF THE PUBLIC UNIVERSITY'S LIBRARY SYSTEM AND COMPUTER CENTER.

2. "PUBLIC UNIVERSITY" MEANS A UNIVERSITY UNDER THE JURISDICTION OF THE ARIZONA BOARD OF REGENTS.

Sec. 4. Section 15-1469, Arizona Revised Statutes, is amended to read:

15-1469. Attendance of nonresident state students; payment of cost by county of residence

A. The district may admit students from any part of this state that is not a part of an established community college district on the same conditions as residents.

B. The county of the student's residence shall reimburse the district as provided in this subsection. The amount of reimbursement to each community college district from each county that is not a part of an organized community college district shall be determined as follows:

1. For students attending classes within the established community college district:

(a) Determine the number of full-time equivalent students attending classes within the district from the county for the year preceding the current year.

(b) Determine the operational expenses of the district for the current year, excluding direct and indirect costs of noncredit courses **AND DIRECT AND INDIRECT COSTS OF 300 AND 400 LEVEL COMMUNITY COLLEGE BACCALAUREATE DEGREE COURSES.**

(c) Determine the amount of state aid the district received for the current year as provided in section 15-1466.

(d) Subtract the amount of state aid received for the current year determined in subdivision (c) of this paragraph from the amount of operational expenses for the current year determined in subdivision (b) of this paragraph.

(e) Determine the number of full-time equivalent students enrolled in the district for the current year.

(f) Divide the amount determined in subdivision (d) of this paragraph by the number of full-time equivalent students determined in subdivision (e) of this paragraph.

(g) Multiply the amount determined in subdivision (f) of this paragraph by the average number of full-time equivalent students for the county determined as provided in subdivision (a) of this paragraph.

The resulting amount is the amount of reimbursement to the district from the county for the budget year for students attending classes within the established community college district.

2. For students attending classes offered by the district within the county pursuant to section 15-1470, the amount specified in the intergovernmental agreement is the amount of reimbursement to the district from the county for the budget year for students attending classes within the county.

C. On or before May 15 of each year, the staff of the joint legislative budget committee shall:

1. Determine the amount of reimbursement to each district from each county pursuant to subsection B, paragraph 1 of this section.

2. Notify the board of supervisors of each county of the amount it shall reimburse to each district pursuant to subsection B, paragraph 1 of this section for the budget year.

3. Notify each community college district eligible to receive reimbursement of the amount of reimbursement from each county pursuant to subsection B, paragraph 1 of this section for the budget year.

D. On or before November 15 and May 15 of each year, the board of supervisors shall draw warrants on the county treasurer in favor of the community college district for half of the amount due pursuant to subsection B of this section. ♦ The board of supervisors shall:

1. Pay monies from the county general fund or levy a community college reimbursement levy pursuant to section 42-17203 for the amount of reimbursement pursuant to an intergovernmental agreement for extension courses as provided in section 15-1470.

2. Pay monies from the county general fund or levy a community college reimbursement levy pursuant to section 42-17203 for the amount of reimbursement pursuant to subsection B, paragraph 1 of this section.

E. Notwithstanding subsection D of this section, a county and a community college district may specify by intergovernmental agreement that the amount of reimbursement due from the county be reduced by the value of in-kind contributions made by the county to the district.

F. For the purposes of subsection B, paragraph 1 of this section, full-time equivalent students are determined in the same manner prescribed by section 15-1466.01.

Sec. 5. Legislative findings

The legislature finds and declares:

1. Four-year degrees are of increasing importance in enabling individuals to qualify for and obtain jobs.

2. It is a priority in this state to afford the citizens in this state, particularly those in rural areas of this state, greater access to higher education.

3. Community colleges can help fill the gaps in this state's higher education system by granting baccalaureate degrees in order to meet the growing demand for a skilled workforce.

4. It is therefore in the interest of this state to enable community colleges to seek authorization to offer baccalaureate degrees.

5. Baccalaureate degree programs offered pursuant to this act do not otherwise alter the role and mission of a public community college.

**District Governing Board Policy Review
Evaluation of Board-President Linkage Policies**

Compilation - May 2021

Item# 3.1.1

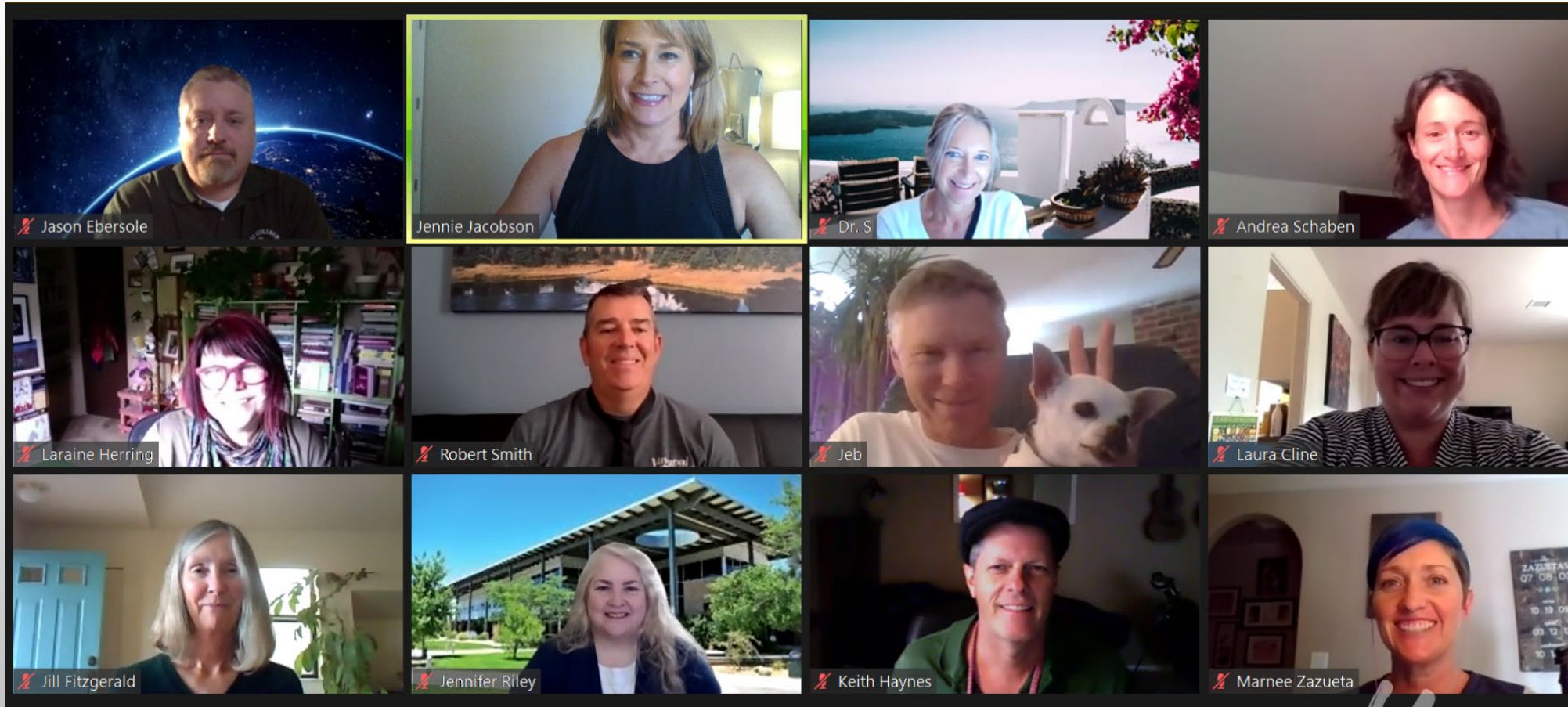
President Compensation and Benefits 4.5	The Board shall negotiate a contract with the President that shall stipulate compensation and benefits for the President. The President's remuneration shall be decided in or about June of each year and shall be consistent with any existing contract, after a review of monitoring reports received in the last year.	
Have we acted consistently with respect to this item of policy?		
	Check One	Specific Example to Support Your Response
Always	5	Padilla: Yavapai College had an excellent year in spite of numerous and frequent challenges due to COVID -19.
Most of the time		
Some of the time		
Rarely		
Never		

Coordinator Comments: This worksheet was received by all Board Members.

FACULTY SENATE ACCOMPLISHMENTS 2020-21

- COLLABORATED WITH OTHER COMMITTEES AND THEN RECOMMENDED TO DR. RYAN:
 - LEARNING MANAGEMENT SYSTEM POLICY
 - DEPARTMENT CHAIRS POLICY
 - COURSE CAPS DOCUMENT
- SUPPORTED THE PROFESSIONAL GROWTH COMMITTEE OPENING FUNDING OPPORTUNITIES TO ADJUNCT FACULTY (FOR THE REMAINDER OF 2020-21)
- ESTABLISHED A PARTNERSHIP WITH THE YC STUDENT GOVERNMENT ASSOCIATION
- RECOMMENDED REVISIONS TO POLICY 10.11 ON SHARED GOVERNANCE
- DONATED MONEY TO SCHOLARSHIPS HONORING RETIRING FACULTY, I AM YC EMERGENCY FUND, YC FOOD PANTRY AND IMAGINATION LIBRARY
- BEGAN REVIEWING THE PROPOSED TELEWORK POLICY

2020-21 FACULTY SENATE



Not Pictured: Nanette Hofer, Philip Reid and Mark Woolsey

Item# 3.2.2.1

NURSING 2020-2021 PANDEMIC OUTCOMES

DR. SCOVILL



SPRING 2020

- TURNED ON A DIME
- TRANSFERRED ALL COURSES TO ONLINE
 - DIDACTIC
 - CLINICAL
- SUPPORTED STUDENTS
 - FLEXIBILITY WITH SOME ELEMENTS
 - CHILD CARE, ETC.
 - NO FLEXIBILITY WITH COURSE OUTCOMES
 - NO CHANGE IN RIGOR OF THE PROGRAM



SPRING 2020-FALL 2020

- ACEN SELF STUDY REPORT IN PROGRESS
 - MOVED MEETINGS TO ONLINE
 - CONTINUED ON SCHEDULE TO MEET OUTCOMES RELATED TO TIMELINE
- IMPLEMENTING CURRICULUM REVISION
 - SPRING 2020 WAS 2ND SEMESTER OF REVISED CURRICULUM
 - STILL TEACHING OUT PREVIOUS CURRICULUM
- FACULTY CHANGES

FALL 2020

- COVID-19 PROTOCOLS
 - DEVELOPED A SOCIAL DISTANCING PROTOCOLS FOR NURSING SKILLS COURSES
 - BUBBLE GROUPS FOR POTENTIAL CONTACT TRACINT
 - POSITIVE REINFORCEMENT FOR MASKS, DISTANCING
 - NO COVID-19 CASES DURING THE SEPTEMBER/OCTOBER SKILLS COURSES
 - IN PERSON
 - STUDENTS WITH WORK AND HOME SITUATION CHANGES

SPRING 2021

- COVID-19 PROTOCOLS
 - REENTRY PLAN: PHASE RED
 - SKILLS COURSES IN PERSON AND ONLINE
 - BUBBLE GROUPS FURTHER REFINED
 - GROUPS OF 8 AT A TIME
 - TWO ROOMS
 - ALTERNATED TIMES AND DAYS FOR FIRST AND SECOND SEMESTER STUDENTS

SPRING 2021, CONT'D

- COVID-19 SURGE
- ACEN NURSING SELF STUDY REPORT SUBMITTED IN DECEMBER 2020
- ACEN SITE VISIT-VIRTUAL ACCREDITORS
 - FOUR DAYS VIRTUAL MEETINGS
- NO COVID-19 CASES FROM IN-PERSON SKILLS CLASSES

FINAL THOUGHTS

- ACEN ACCREDITATION IN FINAL STAGES
 - VERY POSITIVE REPORT FROM SITE VISITORS
- FALL 2020 GRADUATING COHORT
 - TWO SEMESTERS OF ONLINE THEORY COURSES
 - DECREASED CLINICAL OPPORTUNITIES SECONDARY TO COVID-19
- **100% NCLEX PASS RATE**

Item# 3.2.3

Yavapai College Budget to Actual Status by Fund March 2021

The President's Monthly report below provides a brief financial status of each of the District's five funds as of March 31, 2021.

Source: Monthly Revenue and Expenditure
Financial Reports

General Fund



As of March 31, 2021, the General Fund has a surplus of \$3,507,000. This is primarily the result of tuition and fee revenues being recorded for the spring 2021 semester, vacancy savings, and overall less spending due to COVID-19.

For the fiscal year ended June 30, 2021, General Fund revenues are projected to be under budget by \$1,795,900 and expenditures are projected to be under budget by \$2,216,000, resulting in a net surplus of \$420,100.

Auxiliary Fund



As of March 31, 2021, the Auxiliary Fund has a small surplus and for the fiscal year ended June 30, 2021, the Auxiliary Fund is projected to slightly exceed budget due to the effects of COVID-19. The largest shortfalls are expected to be in the residence halls, and to a lesser extent the FEC and community events. Several full-time employees have been moved to other departments which will lessen the impact.

Unexpended Plant Fund



As of March 31, 2021, the Unexpended Plant Fund has a deficit of \$713,600 due to a significant amount of Preventative Maintenance and Capital Improvement Projects (CIP) being encumbered for the remaining fiscal year. The supporting revenues to cover this deficit will be received over the next several months.

For the fiscal year ended June 30, 2021, the Unexpended Plant Fund is projected to be within budget.

Restricted Fund



The Restricted Fund, which accounts for federal, state and private monies, includes expenditures that are restricted to the amount of grants or gifts received and which do not exceed the grant award or gift received. Restricted Funds are primarily driven by federal financial aid which will fluctuate depending on the financial needs of our students. As of March 31, 2021, the Restricted Fund has a surplus and is expected to be within budget for the fiscal year.

Debt Service Fund



The Debt Service Fund accounts for the monies used to pay the interest and principal on the District's long-term bonds. College debt is at fixed rates of interest—for the nine months ended March 31, 2021, there were no variances from budget.

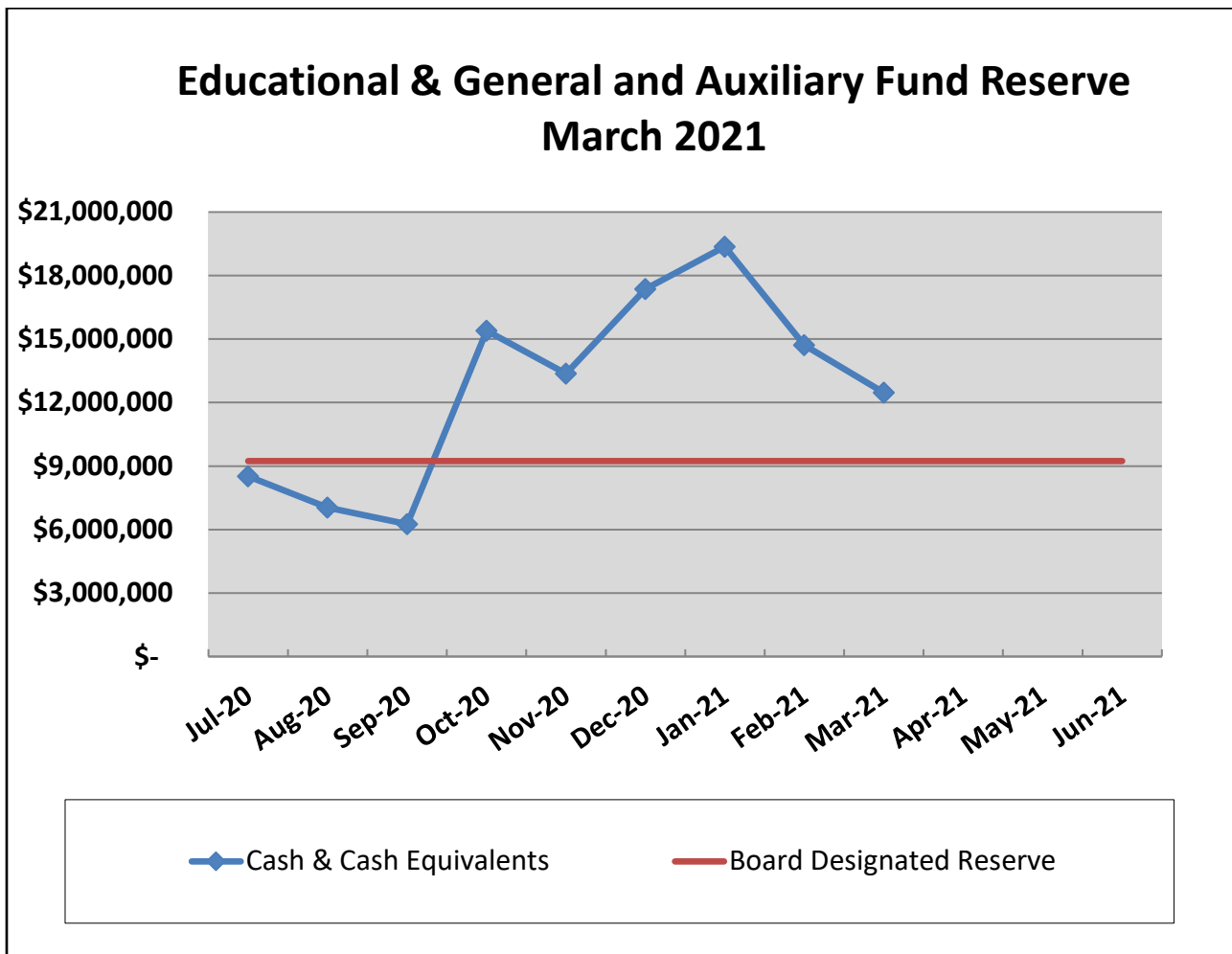
Yavapai College Cash Reserves March 2021

The President's monthly report on cash reserves below displays the District's reserves at March 31, 2021, in relation to the District Governing Board's (DGB) reserve requirements.

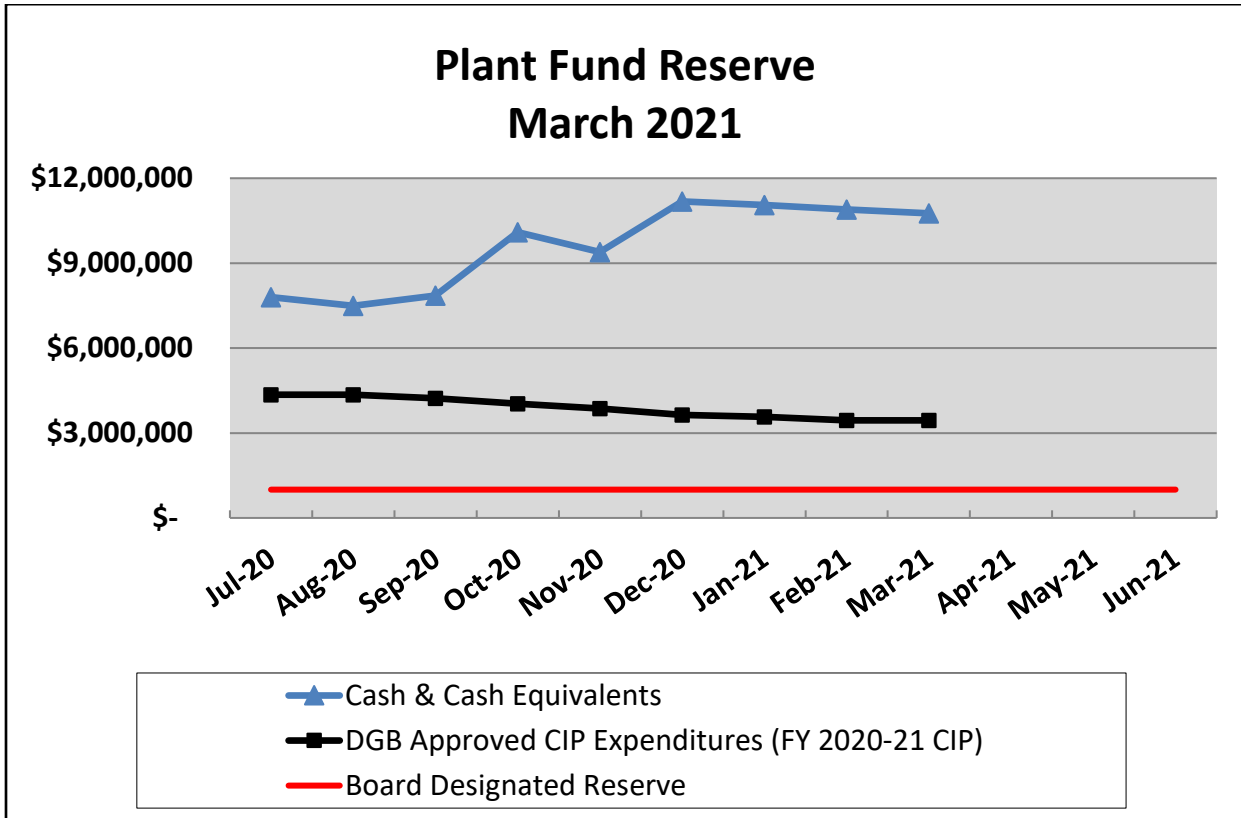
Source: Banner Finance



Current Fund Reserves shall not drop below seventeen percent (17%) of the operating budgets.



Property taxes were collected in October which increased the reserves above the DGB's requirements. This dip generally occurs two times per year, during the months preceding the collection of property taxes by the county.



Plant Fund Reserves shall not drop below \$1 million.

As of March 31, 2021, Plant Fund reserves have exceeded the DGB's \$1,000,000 designated reserve and are currently above the amount of monies needed to cover the next three months of CIP that have been approved by the DGB.

2021-2022
District Governing Board
Calendar

Item# 3.4.1

Dates

Month	Meeting Type
Wednesday, June 2, 2021 9:00am-4:00pm Sedona Campus	Policy Workshop
Tuesday, September 14, 2021 1:00pm Verde Valley Campus	Regular Meeting
Tuesday, October 19, 2021 1:00pm Rock House	Regular Meeting
Tuesday, November 9, 2021 1:00pm Chino Campus	Regular Meeting
December 6 – 10, 2021 4:00pm – 6:00pm TBA	Board Dinner
Friday, January 28 and Saturday, January 29, 2022 9:00am – 4:00pm Prescott Valley Campus	Board Elections & Workshop
Tuesday, February 8, 2022 9:00am – 4:00pm Rock House	Budget Workshop & Regular Meeting
Tuesday, March 22, 2022 1:00pm Career & Technical Education Center	Regular Meeting
Tuesday, April 12, 2022 1:00pm Verde Valley Campus	Regular Meeting
Tuesday, May 17, 2022 1:00pm Prescott Campus Community Room (19-147)	Budget Public Hearing/Adoption Regular Meeting

Item# 3.4.2

DATES AND PLACES OF EVENTS – FY 2020-2021	
TYPE OF EVENT	DATE/DAY/TIME/LOCATION
We Ride Together Social and Fundraiser	March 27, 2021, Saturday – Time: 2:00 PM Location: Michael Pantalone Field and The Prescott Community Room (19-147)
ACCT Governance Leadership Institutes	Tuesday March 30 – Wednesday, April 1, 2021 Location: Virtual
Evening of Recognition – Verde Campus	April 5, 2021 Monday – Time: TBD Location: TBD
Evening of Recognition – Prescott Campus	April 6, 2021 Tuesday – Time: TBD Location: TBD
Social in Recognition of Outgoing Board Members	April 27, 2021 Tuesday – Time: 4PM and 6PM Location: The Rock House
Verde Valley Commencement	May 8, 2021 Saturday – Time: 9AM, 1PM and 4PM Location: Sedona Performing Arts Center
Prescott Commencement	May 15, 2021 Saturday – Time: 9AM and 1PM Location: Findlay Toyota Center
Northern Arizona Regional Training Academy (NARTA) Commencement	May 27, 2021, Thursday – Time: 11 AM Location: YC Gymnasium, bldg.2 of Prescott Campus
2021 Govern for Impact Virtual Conference <i>Values to Impact Through Transformational Governance</i>	Thursday, June 17 – Saturday, June 19, 2021 Location: Virtual *If you are interested in attending, please contact Scottie.
ACCT Leadership Congress 2021	Wednesday, October 13 – Saturday, October 16, 2021 Location: San Diego, California *If interested in attending let Scottie know ASAP!