

**Yavapai College
District Governing Board
Special Board Meeting**

**Wednesday, May 20, 2026
Rock House and Virtually
1:00 p.m.**

The YouTube channel and Rock House will be open to the public at **12:45 p.m.** at the latest. All individuals attending the meeting in person will be allowed to bring clear bags **ONLY** into the meeting. In addition, the College has implemented advanced weapons detections systems/metal detectors for attendees. These requirements are similar for attendees at any sporting event or concert, and they are intended to ensure safety. Please plan accordingly.

**Prescott Campus
Rock House
1100 E Sheldon Street
Prescott, AZ 86301**

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

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 on 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 reasonable accommodation, such as a sign language interpreter or closed captions, 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 the 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.

If the agenda includes an Open Call, members of the public will have no more than 3 minutes to speak. The time allotted for each speaker may be less than 3 minutes, depending on the number of individuals wishing to address the board at the meeting and the board president's determination of the total time available for open call at the meeting, given the other matters on the board's agenda. *In addition, if there are a number of people who wish to speak about the same issue and who have the same viewpoint about that issue, the board president may direct them to appoint a representative or representatives to speak for the entire group. Members of the board may not discuss items that are not specifically identified on the agenda but that are raised in Open Call. Matters raised during Open Call that are on the current board agenda may be discussed and/or decided by the board at the appropriate time on the agenda.

Yavapai College District Governing Board operates as a policy governance Board. This means that the Board makes all the policy decisions, adopts an annual budget, and hires the college president. The college president oversees daily operations and supervises college employees.

AGENDA

1. General Functions: Procedural
 - a. Call to Order {Time: 1}
 - b. Pledge of Allegiance {Time: 1}
2. Board Business
 - a. Consent Agenda – **DECISION** {Time: 5}
 - i. Intergovernmental Agreement Between Yavapai County Community College District and The City of Prescott (*Attached*)
 - b. Executive Session
 - i. A.R.S. §38-431.03(A)(1)(Personnel Matters) (A)(3)(Legal Advice) and (A)(4)(Contracts), Review of President’s Annual Evaluation, Compensation, and Employment Agreement – Attorney Jon Paladini – **PROCEDURAL** {Time: 90}
 - c. Convene in Public Session
 - i. Possible Action: President’s Evaluation and Consideration of President’s Contract, as the Result of Executive Session – Attorney Jon Paladini – **DECISION** {Time: 5}
3. Adjournment of Board Special Meeting: Procedural - **DECISION** {Time: 1}

**INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN
YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT dba YAVAPAI COLLEGE
&
THE CITY OF PRESCOTT
TO SHARE PUBLIC FACILITIES (JOINT USE OF FACILITIES AGREEMENT)**

This Joint Use of Facilities Intergovernmental Agreement ("IGA") is made and entered into by and between Yavapai County Community College District, dba Yavapai College, a community college organized under the laws of the State of Arizona (hereinafter, the "College"), and the City of Prescott, an Arizona municipal corporation, acting by and through its Recreation Services Department (hereinafter, "City") (individually, "Party" and collectively, "Parties").

This Agreement is executed pursuant to A.R.S. § 11-951 et seq. for the purpose of establishing a cooperative arrangement for the joint use and shared operation of certain public facilities. The Parties acknowledge and agree that entering into this cooperative venture serves the public interest and provides mutual benefit to the College, the City, and the surrounding community.

1. Effective Date and Term.

This Agreement shall become effective upon the later of the final approval dates of the Yavapai County Community College District Governing Board and the Prescott City Council ("Effective Date"). The term of this Agreement shall remain in full force and effect for a minimum period of two (2) years from the Effective Date, with up to ten (10) additional two (2) year terms, unless earlier Party terminates the Agreement in accordance with Section 10 of this Agreement.

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

3. The Parties shall each be responsible for paying for any damage that may occur to the other Party's property from its use pursuant to this IGA.

4. The College agrees to work with the City to resolve any scheduling conflicts that may come up; provided, however, that in the event of a conflict between a previously scheduled City event and a College event, the City event shall take precedence.

5. Walraven Gym

The City will be allowed use of Walraven Gym (hereinafter "The Gym") one night per week for fall volleyball leagues (i.e., late September to mid-November) and one night 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 the scoreboard by the City. In the event of any damage to the controller / sending unit or scoreboard itself, City will notify College within 24 hours of damage and replace / repair damage within 15 days.
- 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 12 q. 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 does not conflict with the college's team use. This arrangement should be scheduled between the Parties no later than April 1 of the calendar year.

6. Bill Vallely Fields

The City will schedule the usage of Bill Vallely Fields (hereinafter "Vallely") 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 at no cost for the alternative field.
- 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 3:30 PM (4:00 PM 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 Vallely Lower Field between Noon and 3:30 PM per day softball team practice on fields scheduled by the City during fall and spring season.
- d. The College shall be entitled to Vallely 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. If College use exceeds 75 hours, College shall pay the current facility use hourly rate.
- e. The College shall be entitled to host tournaments and camps for a minimum of two weekends per month that does not conflict with previously scheduled City use. This arrangement should be scheduled between the Parties no later than 30 days in advance of the event. The field rental for tournaments is at no cost. The prep fees and lighting fees (if applicable) for these tournaments are outlined in Exhibit A.
- f. The College shall lock gates to the lower field after each usage, provided there are no other scheduled users. The City shall provide a schedule of other scheduled users. In the event this is not provided, the College shall lock gates to the lower field.
- g. The City reserves the right to adjust pre-scheduled practice locations on a specific field to preserve turf, and /or restrict use of the Vallely due to weather and turf conditions. Any relocation of College will be at no cost to the College. City is supportive only if fields had been previously scheduled. Not if it is a new or not previously scheduled use.

- h. The College will pay the City for field preparations for game days only, for fall and spring games, for 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. The fee may be adjusted or waived by the City in consideration of improvements made to the facility by the College that have mutually been agreed to in writing by the Parties prior to installation. If usage exceeds 75 hours and additional work by the City is required, the College shall pay the City the current personnel hourly rate.
- i. The College shall be entitled to use the announcer's booth and scoreboards on the fields used by the College. in the event of damage to the controller, scoreboard, or announcer's booth, College will notify City within 24 hours of damage and replace/repair damage within 15 days.
- 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 for damage to the equipment 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.
- m. The College shall have the right during its practices, games, tournaments and events to sell concessions and retain any profits from such concessions. The City has a separate arrangement for year-round concession stand usage. YC may coordinate concession stand sales with this group OR sell concessions outside of the stand on their own.

7. Yavapai College Tennis Courts

The College will schedule use of the tennis courts, with College programs taking priority, and allowing daily use of the court(s) by the citizens of Prescott and the public for tennis related activities appropriate for such a facility with the following conditions:

- a. 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.
- b. 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.).
- c. The College will pay for all related utilities for the tennis courts.
- d. Such public use may require the assessment of nominal use fees to use the courts consistent with other College recreational facilities.

- e. 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. Performing Arts Center (PAC)

The College will allow the City to use the PAC facility 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 for up to two events per Fiscal year consisting of no more than 2 days.

The City may choose to use these two event-days directly (e.g., Prescott Idol); or delegate this benefit to third-party non-profit entity(ies). The City and / or the third-party non-profit entity(ies) will reimburse the College for any direct expenses incurred due to these two days of rentals: including, but not limited to, labor, equipment rentals, etc.

The City shall provide the College with specific event descriptions and scheduling no later than March 31st of each anniversary year for the forthcoming fiscal year for College Marketing Department approval in writing (email acceptable). The City shall be held fully responsible for any damage to the College facilities because of their delegation of the PAC use to a third-party.

9. Grace Sparkes Activity Center

Subject to availability, the City will allow the use of gymnasium and meeting space by College at the then current prevailing rate.

10. Termination of Agreement

This Agreement is subject to termination upon mutual agreement of both Parties upon 180 days written notice. If termination occurs during the middle of a College or City athletic season, the current season if any will be allowed to be completed.

11. Renewal of Agreement

This Agreement will automatically renew every two years for additional two (2) year terms pursuant to sections 1 and 10 of this agreement.

12. Miscellaneous provisions

- a. The uses granted herein shall apply only to the Parties herein and are not assignable except for the PAC as outlined in Section 8..
- 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.
- c. In no event shall City be liable for any defect in such property or for any limitation on its use.
- d. 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.
- e. The College shall, at 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.

- f. 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.
- g. 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.
- h. The College may not perform any act or continue 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.
- i. The City may not perform any act or continue 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.
- j. The College may not install, operate, or maintain on the City facility any electrical equipment being utilized which will overload the electrical system therein or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by City.
- k. The City may not install, operate, or maintain on the College facility any electrical equipment being utilized which will overload the electrical system therein or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by College.
- l. Each party (as "indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnatee") 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 Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.
- m. 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 of the City shall become part of the realty and shall belong to the City upon termination of that particular use.
- n. 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.
- o. 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.

- p. 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 Yavapai County Superior Court, 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 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 attorney's 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.
- q. Force majeure: 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 deliver written notice to the other party identifying the Force Majeure within 48 hours 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 within 5 business days. 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.
- r. 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.
- 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.

- t. 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 Recreation Services Director
125 N. Arizona Avenue
Prescott, AZ 86301

Yavapai College
Director of Procurement & Contract Services
procurement@yc.edu
1100 E Sheldon Street Prescott, AZ 86301

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

IN WITNESS WHEREOF, the Parties executed this Agreement on the _____ day of _____ 2026.

CITY OF PRESCOTT

YAVAPAI COLLEGE

By: _____

BY: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST FOR CITY OF PRESCOTT

ATTEST FOR YAVAPAI COLLEGE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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.

Alamy Moore

Signature:

ALAMY MOORE

Name:

Title: Attorney for the City of Prescott

Date: 05.04.2026

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Yavapai County 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.

Anthony W Contente-Cuomo

Signature:

Anthony W. Contente-Cuomo

Name:

Title: Attorney for Yavapai County Community College District

Date: 5-4-2026