

**INTERGOVERNMENTAL AGREEMENT
BETWEEN**

**Yavapai County Community College District
And
The Town of
Prescott Valley
(Facility Owner)**

WHEREAS, The College is authorized to enter into this contract [ARS §15- 1444(B) (4)]; and

WHEREAS, ARS §11-952 authorizes two or more public agencies (including the Town 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;

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

Section 1. PARTIES. The parties to this Intergovernmental Agreement, herein referred to as “Agreement” are Yavapai County Community College District, herein referred to as “College” and the Town of Prescott Valley, herein referred to as “Town” (the College and Town being each a “Party” or together as “Parties”

Section 2. TERM. The term of this Agreement shall be from date of final signature through June 30, 2020, unless sooner terminated as set forth in Section 3 herein. The Agreement will automatically renew for five (5) additional years unless either party provides sixty (60) days written notice prior to end of term.

Section 3. TERMINATION OF AGREEMENT. This agreement is subject to termination upon mutual agreement of both Parties upon thirty (30) days’ written notice. The termination date must not fall within the College soccer season.

Section 4. USE.

- a. The Town and College have agreed to utilize the Mountain Valley Park Amphitheater, herein referred to as “Facility” located at 8600 East Nace Lane in Prescott Valley for College soccer practice/game use and youth soccer instruction.
- b. When using the Facility, or any portion thereof, the College agrees to comply with all applicable state, federal, or Town laws and regulations, and with the policies and regulations of the College pertaining to the use and occupancy of the Facility.
- c. The College agrees to take good care of the Facility and any equipment and furniture located therein, and to leave the Facility at all times in as good order and conditions as existed prior to the College’s use thereof.
- d. The College reserves the right to cancel a soccer class or soccer practice or game if circumstances so require under current College policies. The College will notify the Town, in writing, of any changes affecting the times, dates, or places within the Facility.
- e. The College shall be entitled to use of scoreboard at the Facility.
- f. The College may store soccer goals at the Facility at an approved location during season; provided, however, that the Town shall not incur any liability for any items which are stolen or damaged.
- g. The Town reserves the right to restrict use of the Facility (excluding regularly scheduled games) due to weather and turf conditions as agreed by both Parties to avoid turf damage. The College’s responsibility for repairing turf damage will be limited to any damage caused the College’ use.
- h. The College shall oversee all locking and unlocking of the Facility gates during soccer practices and

- games.
- i. The College shall have permission to display College signage at the field on game days.
 - j. The College is responsible to pay for any damage that may occur to Town property from its use by the College pursuant to this Agreement.
 - k. The College may not perform any act or carry on any practice which may damage, mar or deface the Facility being utilized or any structures thereof. The Town must provide written notification seven (7) calendar days of any damage that it believes is the responsibility of the College.
 - l. Alterations and additions may not be made to Facility. Any alteration of addition, excepting movable fixtures, made with the consent of the Town shall become part of the realty and shall belong to the Town upon termination.

Section 5. SCHEDULING. The Town will make the Facility available at least thirty minutes prior to the time beginning time of any class, practice, or game. The College shall complete any forms required by the Town to establish the dates for any classes, practices, or games at Facility.

Section 6. INSURANCE. Pursuant to A.R.S. Section 15-1105 et seq., the College agrees to procure, at its expense, and maintain during the term thereof, a policy of general liability insurance, against claims for bodily injury, death and property damage occurring in connection with the College's use of any portion of the Facility. The College shall provide the Town with a certificate of evidencing such coverage in effect. The Town will also maintain its standard facility and liability insurance.

Section 7. 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 8. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the Town and the College. The Parties shall not be bound by or be liable for any statement or representative of any nature not set forth in the Agreement. Changes of any provisions of this Agreement shall not be valid unless completed in writing and signed by both parties.

Section 9. SUSPENSION AND TERMINATION. A non-breaching Party may terminate this Agreement for failure of the other Party to comply with this Agreement by giving the other Party (30) thirty days' written notice of the failure to comply. College or Town may terminate this Agreement immediately if the other Party files for bankruptcy or receivership, or takes any action relating to insolvency, such as an assignment for the benefit of creditors. Either College or Town may terminate this Agreement under A.R.S. Section 38-511 for a violation of that statute.

Section 10. ASSIGNMENT AND SUBLETTING. Neither College nor Town shall have the right to assign this Agreement or allow any other person or entity to use or occupy this portion of Facility without prior written consent of both Parties.

Section 11. ARBITRATION. In the event of a dispute hereunder, the Parties agree to use arbitration insofar by Section 12-1518, Arizona Revised Statutes, and rules promulgated thereunder.

Section 12. 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 13. 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 Town and the College.

Section 14. 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
Attn: Purchasing and Contracting Director
1100 E. Sheldon Street
Prescott, AZ 86301

Town: Town of Prescott Valley
Attn: Parks and Recreation Director
7501 E. Civic Circle
Prescott Valley, AZ 86314

Section 15. FURTHER INSTRUMENTS. Each party hereto shall, promptly upon the request of the other, acknowledge and deliver 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 16. 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 17. 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 18. DISPOSITION OF PROPERTY. The parties do not contemplate the joint purchase of any property under this Agreement. Upon termination of this Agreement for any reason, any property purchased by a party shall remain the property of that party, and any party having possession or use of the other party's property shall return such property to the owning party.

Section 19. NONDISCRIMINATION. The parties agree to comply with the nondiscrimination in government contract provisions of Executive Order No. 2009-09, and hereby incorporate by reference its terms into this Agreement as if fully set forth herein.

Section 20. RESOLUTIONS. Attached hereto are the authentic copies of each appropriate action by ordinance, resolution or otherwise of the governing body of each party authorizing the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives on this ____ day of _____ 2015.

YAVAPAI COUNTY COMMUNITY
COLLEGE DISTRICT

TOWN OF PRESCOTT VALLEY

Signature Date

Penelope H. Wills, Ph.D.
Printed of Typed Name of Signatory

President
Title

Signature Date

Harvey Skoog
Printed of Typed Name of Signatory

Mayor
Title

Attested by:

Signature Date

Dr. Patricia McCarver
Printed of Typed Name of Signatory

Chair, Board of Governors
Title

Signature Date

Diane Russell
Printed of Typed Name of Signatory

Town Clerk
Title

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YAVAPAI COUNTY COMMUNITY
COLLEGE DISTRICT

TOWN OF PRESCOTT VALLEY

Signature Date

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Printed of Typed Name of Signatory

President
Title

Signature Date

Harvey Skoog
Printed of Typed Name of Signatory

Mayor
Title

Attested by:

Signature Date

Dr. Patricia McCarver
Printed of Typed Name of Signatory

Chair, Board of Governors
Title

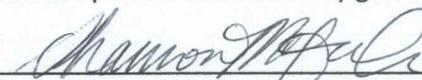
Signature Date

Diane Russell
Printed of Typed Name of Signatory

Town Clerk
Title

Determination of Counsel

In accordance with A.R.S. § 11-952 this Intergovernmental Agreement has been reviewed by the undersigned legal counsel who has determined that this contract is in an appropriate form and within the powers and authority granted to Yavapai County and Yavapai College.

By 
Shannon Mataele,
College Attorney

Date 10/9/15

By _____
Ivan Legler,
Town Attorney

Date _____