

**Joint Program Agreement  
Between**

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

**1. PARTIES**

The Parties to this Agreement are Yavapai Community College District, hereinafter referred to as "College", and the Town of Prescott Valley, hereinafter referred to as "Town" (the College and District being each a "Party" and together the "Parties").

This Agreement is made with reference to the following facts:

- Town and College have agreed to utilize the Prescott Valley Amphitheater facility(ies) located at Robert Road and Nace Lane in Prescott Valley for College soccer practice/game use and youth soccer instruction for the 2009-10 academic year.

Nothing in the Agreement shall be construed to make either party the legal representative or agent of the other party, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party. The relationship created by the Agreement shall be that of facility owner and user, not joint venture, agent or business partner.

**2. USE**

When using the facility, or any portion thereof, 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. 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 College's use thereof. 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 owner, in writing, of any changes affecting the class meeting times, dates or places within their facility.

**3. SCHEDULING**

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

**4. TERM**

The term of this Agreement shall commence on December 1, 2009, and end on November 30, 2010, at which time College's rights to use the facility under this agreement shall automatically expire unless otherwise extended in writing, by the College and agreed upon by the Town.

## **5. INSURANCE**

Pursuant to A.R.S. Section 15-1105 et seq., the College agrees to procure, at its expense, and maintain during the term hereof, 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 evidencing such insurance coverage is in effect. The Town will also maintain its standard facility and liability insurance.

## **6. LIABILITY AND INDEMNITY**

The College agrees to conduct its activities in the Facility in a careful and safe manner. To the fullest extent permitted by law, the Parties shall each defend, indemnify, and hold harmless the other, its agents, officers, officials, employees, students and volunteers, for, from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the other, its agents, employees, or any tier of sub-contractor in its performance of the Agreement. The amount and type of insurance coverage requirements set forth above will in no way be construed as limiting the scope of indemnification in this paragraph. Where both the College and the Town, including their employees, agents or representatives, participated in the liability-causing event, each Party shall contribute to the common liability a pro-rata share based upon its relative degree of fault as established by compromise, arbitration or litigation.

## **7. 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 this Agreement. Changes of any of the provisions of this Agreement shall not be valid unless completed in writing and signed by both Parties.

## **8. SUSPENSION AND TERMINATION**

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

Any changes to the Agreement must be agreed to by both Parties, and approved in writing by the College Contract Manager or his/her designee and the authorized representative of the Town.

**9. ASSIGNMENT AND SUBLETTING**

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

**10. 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.

**11. 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 the College, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the College is, at any time while this Agreement or extension hereof is in effect, any employee or agent of the Town, in any capacity, or a consultant to the Town, with respect to the subject matter of this Agreement.

**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.

**13. AUTHORITY**

The individuals signing below on behalf of the Parties hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of said Parties and that this Agreement is binding upon the Parties in accordance with its terms.

**EXECUTION DATE**

The Parties have caused this Agreement to be executed by their duly authorized representatives, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

"College"

"Owner"

NAME: Denise K. Finn

NAME:

SIGNATURE: 

SIGNATURE:

TITLE: Director of Procurement  
& Contract Management

TITLE:

ARIZONA SCHOOL RISK RETENTION TRUST, INC.

VERIFICATION OF COVERAGE

ISSUE DATE: OCTOBER 14, 2009

AGREEMENT NO.: 170

DISTRICT:

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT  
1100 E. SHELDON ST.  
PRESCOTT, AZ 86301  
MR. FRANK D'ANGELO  
CONTROLLER

ARIZONA SCHOOL RISK RETENTION TRUST, INC.  
1112 WEST CAMELBACK ROAD  
PHOENIX, ARIZONA 85013  
PHONE: (602) 266-4911  
FAX: (602) 266-7754

THIS VERIFICATION OF COVERAGE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS VERIFICATION DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED. THIS VERIFICATION IS TO CERTIFY THAT COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE DISTRICT FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT, WITH RESPECT TO WHICH THIS VERIFICATION MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, CONDITIONS AND EXCLUSIONS OF SUCH COVERAGE.

TYPE OF COVERAGE	LOCATION/DESCRIPTION	LIMIT OF COVERAGE
AUTOMOBILE PHYSICAL DAMAGE		
ALL RISK PROPERTY		
COURSE OF CONSTRUCTION		

TYPE OF COVERAGE	LIMIT OF LIABILITY
COMPREHENSIVE GENERAL AND AUTO LIABILITY	\$1,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE
OTHER	

DESCRIPTION OF OPERATIONS, PERIOD AND CONDITIONS TO WHICH THIS COVERAGE APPLIES:  
(NOTE: ALL COVERAGE IS SUBJECT TO THE TERMS, CONDITIONS, EXCLUSIONS AND DEDUCTIBLES CONTAINED IN THE AGREEMENT BETWEEN THE DISTRICT AND THE ARIZONA SCHOOL RISK RETENTION TRUST, INC.)

AGREEMENT NO.: 170

AGREEMENT PERIOD: 7/1/2009 UNTIL CANCELLED

THIS VERIFICATION IS TO PROVIDE EVIDENCE THAT COVERAGE IS MAINTAINED IN FULL FORCE AND EFFECT FOR YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT AS RESPECTS USE OF PRESCOTT VALLEY AMPHITHEATER AT ROBERT ROAD AND NACE LANE IN PRESCOTT VALLEY FOR SOCCER GAMES AND PRACTICE THROUGH NOVEMBER 30, 2010. COVERAGE IS SUBJECT TO THE TERMS, CONDITIONS, EXCLUSIONS AND DEDUCTIBLES DESCRIBED IN AGREEMENT NO. 170, APPENDIX A.1, ITEM 2., COVERAGE A., BODILY INJURY AND/OR PROPERTY DAMAGE LIABILITY BETWEEN THE DISTRICT AND THE ARIZONA SCHOOL RISK RETENTION TRUST, INC.

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ARIZONA SCHOOL RISK RETENTION TRUST, INC. WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE TRUST, ITS AGENTS OR REPRESENTATIVES.

CERTIFICATE HOLDER:

TOWN OF PRESCOTT VALLEY  
7501 E. CIVIC CIRCLE  
PRESCOTT VALLEY, AZ 86314  
ATTN: KATHY WISE



10/14/2009

JULIE ORMSTON, ARM  
FOR: ARIZONA SCHOOL RISK RETENTION TRUST, INC.