Yavapai College

District Governing Board Regular Meeting

Tuesday, May 27, 2025

Immediately after the adjournment of the budget adoption meeting (estimated time 2:00 p.m.). Members of the public who wish to view the meetings in person may do so. However, board members and members of the administration participating, and other individuals presenting to the board will attend the meeting virtually.

Prescott Campus Rock House 1100 E. Sheldon Street Prescott, Arizona 86301

The YouTube channel

<u>Livestream Link:</u>

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 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 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.

AGENDA

- 1. General Functions: Procedural
 - a. Call to Order {Time: 1}
 - b. Pledge of Allegiance {Time: 1}
 - c. Board Meeting Procedure Board Chair Deb McCasland INFORMATION {Time: 5}

2. Study Session

- a. Higher Learning Commission Update Presentation INFORMATION AND DISCUSSION – Dr. Lisa Rhine; Dr. Tom Bordenkircher, Vice President of Accreditation Relations from the Higher Learning Commission. {Time: 30}
- b. President's Reports Dr. Lisa Rhine **INFORMATION** {Time: 60}
 - i. College Council Dr. Douglas Berry, Dr. Marylou Mercado, and Dr. Janet Nix
 - 1. Faculty Senate Dr. Alex Barber, Faculty Senate Association President (*Attached*)
 - 2. Staff Association Ms. Ginney Bilbray, Staff Association Vice President (*Attached*)
 - ii. Budget to Actual Monthly Reports and Cash Reserves Monthly Reports (Attached)
- c. Board Liaisons' Reports **INFORMATION AND DISCUSSION** {Time: 10}
 - i. Board Spokesperson Board Chair McCasland
 - ii. Arizona Association of Community College Trustee (AACCT) Board Chair McCasland
 - iii. Yavapai College Foundation Board Member Bracety

3. Board Business

- a. Consent Agenda **DECISION** {Time: 5}
 - i. Board Regular Meeting Minutes Tuesday, April 22, 2025 (Attached)
 - ii. Board Executive Session Minutes Monday, May 19, 2025
 - iii. Board Special Meeting Minutes Monday, May 19, 2025 (Attached)
 - iv. Receipt of Report on Revenues and Expenditures for May 2025 (Attached)
 - v. Yavapai County Attorney's Office Waiver of Conflict of Interest Form (Attached)
 - vi. Second Amendment To Intergovernmental Agreement Between Yavapai County Community College District And Valley Academy for Career and Technology District #01 (Attached)
 - vii. Second Amendment To Intergovernmental Agreement Between Yavapai County Community College District And Mountain Institute Career and Technology District #02 (Attached)
 - viii. Intergovernmental Agreement Mental Health Tactical Intervention Training Program – Yavapai County Community College District And Town of Prescott Valley (*Attached*)

4.	Adjournment of Board Regular Meeting: Procedural - DECISION {Time: 1}

Faculty Association Update



2024-2025 FA Senate Officers











Alex Barber, President

Heather Leavitt, Vice President of External Affairs

Bambi Pish-Derr, Vice President of Internal Affairs

Philip Reid, Treasurer

Brandelyn Andres, Secretary



2025-2026 FA Senate Officers











Heather Leavitt, President

Bambi Pish-Derr, Vice President of Internal Affairs

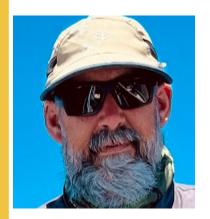
Megan Hanna, Vice President of External Affairs

Philip Reid, Treasurer

Brandelyn Andres, Secretary



2025-2026 FA Senators – Division 1



Division 1: Allen Magarrell



Division 1 Robert Smith



Division 1: Douglas Harsh (Nominated/To be elected in August)

2025-2026 FA Senators – Division 2



Division 2: Randy Derr



Division 2: Jerald Monahan



Division 2: Gillian Troxel

2025-2026 FA Senators — Division 3/4



Division 3/4: Chris Tenney



Division 3/4: Mark Whitely



Division 3/4: Maureen Costa

2025-2026 FA Senators – Division 5



Division 5: Gino Romero



Division 5: Kyle Russ-Navarro



Division 5: Remi Adedokun

Major Faculty Activity

- Faculty Working
 - Academic Master Plan
 - Elevate 8 (Ongoing)
 - Officer Nominations and Elections
 - 20th Annual Summer Institute 30
 Different Briefings, Speakers, and
 Training sessions. Completed on
 Thursday 5/15/25

2025 Projects

- Particpation in AFIT.
- Graduations
- Annual State, Regional, and National Awards and Recognition



Faculty Highlights



Cassi Gibson

Cassi Gibson, a Professor in the CTEC Electronics program has been featured in the April/May edition of the Prescott Woman Magazine. Cassi graduated the YC Electronics program in 2011 and worked in various energy programs including solar and wind turbines. She brings a wide variety of experience and knowledge to the next generation. She loves seeing the students learn and succeed. Cassi adds savvy and passion to the classroom instilling in students the knowledge, they can be more and do more. Congratulations to Cassi and thank you for representing YC in an outstanding manner!

The article can be found at:

https://publuu.com/flip-book/785991/1844223/page/30



industries, now she is back, helping her students do the same. In 2020, Cassi returned to Bagdad to be closer to family

Prescott Woman Magazine

https://www.ccdaily.com/2025/04/2025-aacc-awards-of-excellence-winners/

Ryan Avery Follensbee

Yavapai College has named Ryan Avery Follensbee as the new Director of its Viticulture & Enology Program. Ryan began his formal study of wine in 2013 at Walla Walla Community College in Eastern Washington. Ryan is a certified sommelier and graduate of Cornell University's College of Agriculture and Life Sciences. He worked as a research associate in Sonomoa Valley and supervised coastal operations for the Frei Brothers and Earnest & Julio Gallo wineries in Healdsburg. Ryan joins YC from his previous work at Colorado Mesa University where he taught Viticulture and Enology courses. He has harvest experience in vineyards from Sonoma to Ithaca, New York, Eastern Washington State, and Grand Junction Colorado.



The Faculty Association welcomes Ryan to the YC Team!

Status on the 2025-2026 Faculty Association

As the Outgoing President, I wanted to introduce Dr. Heather Leavitt as the 2025-2026 Faculty Association President. She will do an awesome job as the next FA President.

The FA conducted the annual nomination and election of Faculty Officers. This action highlights the professionalism of the YC faculty association.

The 2025-2026 year's slate of officers follow the YC FA Constitution, the members of the College Council follow Academic Primacy as explained in Participatory Governance. Governance is a requirement of the Higher Learning Commission accreditation.

We highlight the importance of this because the status of the FA is strong and in a good standing.

The College Council, the faculty who hold the majority of seats on the five academic committees according to Academic Primacy is Strong and in Good Standing.

The FA, the FA President and Senate Officers in dealing with all Academic issues, have worked successfully with the Provost and Vice President of Workforce Development & Health Sciences. The status is strong and in good standing. We have had a successful 2024-2025 academic year!



Thank You!





January - May 2025

Staff Professional Development and Training Opportunities

Page 18 of 62



Myers Briggs Type Indicator

Breath and Balance for Life: Bringing Yoga to Work

Embracing Conflict

Financial Literacy Through The Ages



YCSA Meetings Attendance Grows



Yavapai College Budget to Actual Status by Fund April 2025

The President's Monthly report below provides a brief financial status of each of the District's five funds as of April 30, 2025.

Source: Monthly Revenue and Expenditure

Financial Reports

General Fund



As of April 30, 2025, the General Fund has a surplus of \$4,460,000. This surplus has grown since the March report as Fall 2025 tuition payments continue to be received. Interest revenue continues to exceed budget due to heightened rates. Encumbrances for obligations that began at the beginning of the year continue to move downward. These are primarily found in the Institutional Support category and include items such as insurance, software, dues, and salaries.

For the fiscal year ended June 30, 2025, the General Fund is projected to be within budget.

Auxiliary Fund



As of April 30, 2025, the Auxiliary Fund has a slight surplus due to the collection of spring 2025 semester room revenues. For the fiscal year ended June 30, 2025, the Auxiliary Fund may have a small deficit primarily due to the new food services operation.

Unexpended Plant Fund



As of April 30, 2025, the Unexpended Plant Fund has a surplus of \$320,000. Bonds proceeds continue to be spent throughout the fiscal year on various Capital Improvement and Preventative Maintenance projects, including the Prescott Center for Learning and Innovation.

For the fiscal year ended June 30, 2025, 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 April 30, 2025, the Restricted Fund currently 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 and includes the interest earned on the unspent 2024 Revenue Bond debt proceeds. The interest earned on the debt proceeds will be transferred to the Plant fund later in the fiscal year.

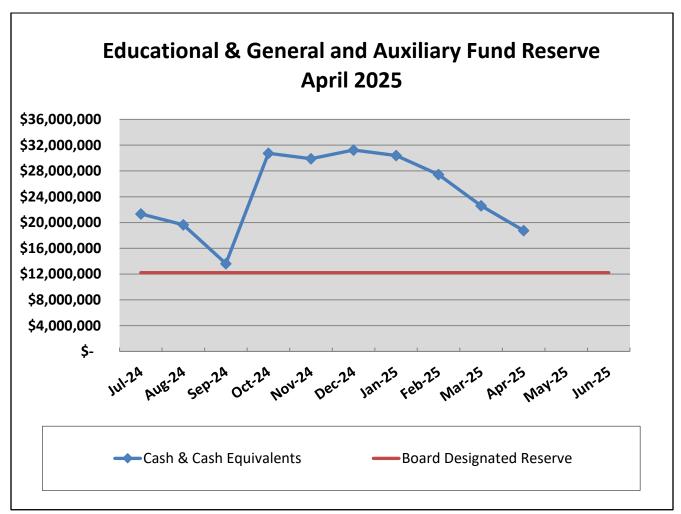
For the fiscal year ended June 30, 2025, the Debt Service Fund is projected to have a small surplus due to the interest earned on unspent bond proceeds.

Yavapai College Cash Reserves April 2025

The President's monthly report on cash reserves below displays the District's reserves as of April 30, 2025, in relation to the District Governing Board's (DGB) reserve requirements.

Source: Banner Finance

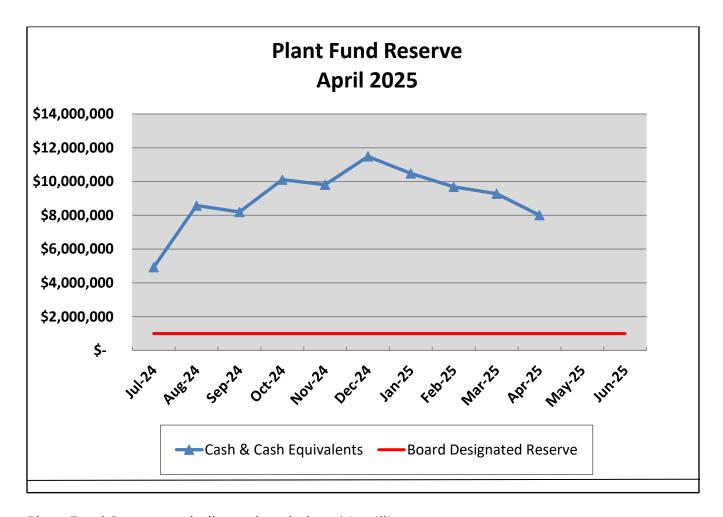




Current Fund Reserves shall not drop below seventeen percent (17%) of the operating budgets.

As of April 30, 2025, Current Fund reserves have exceeded the DGB's reserve requirements.





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

As of April 30, 2025, Plant Fund reserves have exceeded the DGB's designated reserve.

Yavapai College

District Governing Board Regular Meeting

Tuesday, April 22, 2025 1:00 p.m.

The YouTube channel will be open to the public at 12:45 p.m. at the latest.

Livestream Link:

https://www.youtube.com/user/YavapaiCollege

MEMBER PRESENT:

Ms. Deb McCasland, Board Chair

Mr. Steve Bracety, Board Secretary

Mr. Williams Kiel, Board Member

Mr. Patrick Kuykendall, Board Member

Mr. Toby Payne, Board Member

ADMINISTRATION PRESENT:

Dr. Lisa B. Rhine, President

Atty. Lynne Adams, Board Attorney

Ms. Yvonne Sandoval, Executive Assistant

The board meeting was virtual only, so all board members and administration appeared virtually.

MINUTES

LINK TO THE RECORDING

https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspxPid=ae2b9ee5-961e-4acd-8bc8-b2c7017ae565

- 1. General Functions: Procedural
 - a. Call to Order {Time: 1}

Chair McCasland called the meeting to order at 1:00 p.m.

b. Pledge of Allegiance {Time: 1}

Member Kiel led the Pledge of Allegiance.

c. Board Meeting Procedure – Board Chair Deb McCasland – INFORMATION {Time: 5} Chair McCasland reiterated the meeting procedure, including guidelines for questions and discussion periods, detailing the order of board member participation, and time limits for rounds of questions and responses.

2. Study Session

a. Arizona Auditor General's Office Annual Audit Update - **INFORMATION** – Ms. Wendy Swartz, Chief Business Officer & Controller; Ms. Jean Dietrich, Principal CLA, and Mr. Rory Mulvihill, Senior CLA {Time: 15} (*Attached*)

This agenda item begins at 13:01:32

https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=ae2b9ee5-961e-4acd-8bc8-b2c7017ae565&start=370

- b. President's Reports Dr. Lisa Rhine **INFORMATION** {Time: 60}
 - i. College Council Dr. Douglas Berry, Dr. Marylou Mercado, Dr. Janet Nix, and Mr. Rodney Jenkins
 - 1. Faculty Senate Dr. Alex Barber (Attached)
 - 2. Staff Association Ms. Deanna Mooney (Attached)
 - 3. Student Government Association Mr. Jackson James, Yavapai College Student Government Association (*Attached*)
 - ii. 2025 Yavapai College Emeritus Dr. Doug Berry (Attached)
 - 1. Dr. Vikki Bentz
 - 2. Dr. Molly Beauchman
 - iii. Budget to Actual Monthly Reports and Cash Reserves Monthly Reports (Attached)

These agenda items begin at 13:15:20

https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=ae2b9ee5-961e-4acd-8bc8-b2c7017ae565&start=1200

Short Recess 13:52:42 - 13:59:10

c. 2025-2026 Yavapai College Preliminary Budget – Dr. Clint Ewell, Vice President of Finance - **INFORMATION AND DISCUSSION** {Time: 60} (*Attached*)

This agenda item begins at 13:59:14

https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=ae2b9ee5-961e-4acd-8bc8-b2c7017ae565&start=3833

- d. Board Liaisons' Reports **INFORMATION AND DISCUSSION** {Time: 10}
 - i. Board Spokesperson Board Chair McCasland
 - ii. Arizona Association of Community College Trustee (AACCT) Board Chair McCasland
 - iii. Yavapai College Foundation Board Member Steve Bracety

These agenda items begin at 15:00:01

https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=ae2b9ee5-961e-4acd-8bc8-b2c7017ae565&start=7480

Short Recess 15:04:27 – 15:11:49

3. Board Business

 a. 2025-2026 Dates, Times, and Places of Future Board Meetings, Workshops, and Retreats – Ms. Yvonne Sandoval – INFORMATION, DISCUSSION, AND DECISION {Time: 10} (Attached)

This agenda item begins at 15:11:55

https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=ae2b9ee5-961e-4acd-8bc8-b2c7017ae565&start=8194

Board Secretary Bracety moved, seconded by Board Member Payne, to approve the 2025-2026 Dates, Tims, and Places of Future Board Meetings, Workshops, and Retreats. The motion carried unanimously (Ayes: McCasland, Bracety, Kiel, Kuykendall, and Payne).

- b. District Governing Board Member's Future Meeting Agenda Item(s) Request –
 Board Chair Deb McCasland INFORMATION, DISCUSSION, AND
 DECISION {Time: 15}
 - i. District Governing Board Policy 308 Board Member Alton Payne
 - ii. Higher Learning Commission Update from Mr. Tom Bordenkircher, Vice President of Accreditation Relations

These agenda items begin at 15:18:02

https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=ae2b9ee5-961e-4acd-8bc8-b2c7017ae565&start=8561

Board Chair McCasland moved, seconded by Board Secretary Bracety, to have District Governing Board Policy 308 on a future board agenda. The motion passed with a 3 to 2 vote (Ayes: McCasland, Bracety, and Kuykendall; Nays: Kiel and Payne).

Board Member Kuykendall moved, seconded by Board Secretary Bracety, to have the Higher Learning Commission Update from Mr. Tom Bordenkircher on a future board agenda. The motion passed unanimously (Ayes: McCasland, Bracety, Kiel, Kuykendall, and Payne).

- c. Consent Agenda **DECISION** {Time: 5}
 - i. Board Regular Meeting Minutes Wednesday, March 26, 2025 (*Attached*)
 - ii. Board Executive Session Confidential Minutes Wednesday, March 26, 2025
 - iii. Letter for Replacement to Service on Yavapai Combined Trust Board (Attached)
 - iv. 2025 Association of Community College Trustees (ACCT) District Governing Board's Support Letter for Presentation Submission (*Attached*)

- v. 2025 Yavapai College Sabbaticals (Attached)
 - 1. Justin Brereton
 - 2. Chris Tenney
 - 3. Ellen Savoini
- vi. Receipt of Report on Revenues and Expenditures for March 2025 (Attached)
- vii. 2025-19 Yavapai College District Governing Board Resolution (Attached)
- viii. Intergovernmental Agreement between Yavapai County Community District and the Town of Prescott Valley (*Attached*)
- ix. Intergovernmental Agreement Northern Arizona Regional Training Academy (NARTA) Sergeant – Yavapai County Community College District and Town of Prescott Valley (*Attached*)

This agenda item begins at 15:26:06 https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=ae2b9ee5-961e-4acd-8bc8-b2c7017ae565&start=9045

Board Member Kiel asked to pull item c.v. (2025 Yavapai College Sabbaticals) from the consent agenda for discussion. Board Secretary Bracety asked to pull item c.viii (Intergovernmental Agreement between Yavapai County Community District and the Town of Prescott Valley) from the consent agenda for discussion. Member Bracety's later comments made clear that he intended to pull item c.ix (Intergovernmental Agreement Northern Arizona Regional Training Academy (NARTA) Sergeant) for discussion. Discussion regarding that item was held following the approval of all consent agenda items.

Board Member Kiel moved, seconded by Board Secretary Bracety, to approve consent agenda items i. Board Regular Meeting Minutes – Wednesday, March 26, 2025, ii. Board Executive Session Confidential Minutes - Wednesday, March 26, 2025, iii. Letter for Replacement to Service on Yavapai Combined Trust Board, iv. 2025 Association of Community College Trustee (ACCT) – District Governing Board's Support Letter for Presentation Submission, vi. Receipt of Report on Revenues and Expenditures for March 2025, vii. 2025-19 Yavapai College District Governing Board Resolution, and ix. Intergovernmental Agreement between Northern Arizona Regional Training Academy (NARTA) Sergeant - between Yavapai County Community District and Town of Prescott Valley. The motion passed unanimously (Ayes: McCasland, Bracety, Kiel, Kuykendall, and Payne).

Board Member Payne moved, seconded by Board Member Kiel, to approve consent agenda item v. 2025 Yavapai College Sabbaticals, 1. Justin Brereton, 2. Chris Tenney, and 3. Ellen Savoini. The motion passed unanimously (Ayes: McCasland, Bracety, Kiel, Kuykendall, and Payne).

Board Secretary Bracety moved, seconded by Board Member Kuykendall, to approve consent agenda viii. Intergovernmental Agreement between Yavapai County Community District and the Town of Prescott Valley. There was no vote on this motion. At that point, it became clear that the item that Member Bracety desired to discuss was agenda item ix, not item vii. This motion was superseded by the following motion once the confusion regarding agenda item numbers and topics was cleared up.

Board Member Payne moved, seconded by Board Member Kuykendall, to approve consent agenda viii. Intergovernmental Agreement between Yavapai County Community District and the Town of Prescott Valley. The motion passed unanimously (Ayes: McCasland, Bracety, Kiel, Kuykendall, and Payne).

Board Members discussed consent agenda item ix, although it had previously been approved.

4. Adjournment of Board Regular Meeting: Procedural - **DECISION** {Time: 1}

Board Chair McCasland moved, seconded by Board Member Kuykendall, to adjourn the Regular Meeting. The motion passed unanimously (Ayes: McCasland, Bracety, Kiel, Kuykendall, and Payne).

Regular Meeting adjourned at 3:41 p.m.												
Respectfully submitted:												
Yvonne Sandoval, Executive Assistant	Date											
Ms. Deb McCasland, Board Chair	Mr. Steve Bracety, Board Secretary											

Yavapai College

District Governing Board Special Meeting

Monday, May 19, 2025 1:00 p.m.

Virtually Only

The YouTube channel will be open to the public at 12:45 p.m. at the latest.

Livestream Link:

https://www.youtube.com/user/YavapaiCollege

MEMBER PRESENT:

Ms. Deb McCasland, Board Chair

Mr. Steve Bracety, Board Secretary

Mr. Williams Kiel, Board Member

Mr. Patrick Kuykendall, Board Member

Mr. Toby Payne, Board Member

ADMINISTRATION PRESENT:

Dr. Lisa B. Rhine, President

Atty. Lynne Adams, Board Attorney

Ms. Yvonne Sandoval, Executive Assistant

Ms. Kimberly Whitman, Secretary to the District Governing Board

The board meeting was virtual only, so all board members and administration appeared virtually.

MINUTES

LINK TO THE RECORDING:

https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=fd7d08bf-e68c-4532-be6c-b2e3000b41a3

Atty. Lynne Adams indicated that the College was fixing a technical issue and that was reason why the District Governing Board Special Meeting was starting at 1:05 p.m. She noted that no Board business was discussed during the five-minute delay.

- 1. General Functions: Procedural
 - a. Call to Order {Time: 1}

Board Chair McCasland called the meeting to order at 1:05 p.m.

b. Pledge of Allegiance {Time: 1}

Board Secretary Bracety led the Pledge of Allegiance.

2. Board Business

- a. Executive Session
 - i. A.R.S. §38-431.03(A)(1), Review of President's Annual Evaluation,
 Compensation, and Employment Agreement Attorney Lynne Adams –
 PROCEDURAL {Time: 90}

Board Secretary Bracety moved, seconded by Board Member Kuykendall, to go into Executive Session pursuant to A.R.S. §38-431.03(A)(1), Review of President's Annual Evaluation, Compensation, and Employment Agreement. The motion carried unanimously (Ayes: McCasland, Bracety, Kiel, Payne, and Kuykendall).

Short Recess 17:46 - 23:29

- b. Convene in Public Session
 - i. Possible Action: President's Evaluation and Consideration of President's Contract, as the Result of Executive Session – Attorney Lynne Adams – DECISION {Time: 5}

Board Secretary Bracety moved, seconded by Board Member Kuykendall, to amend Dr. Lisa Rhine's contract to extend the Term for another year, to expire on June 30, 2030. The motion passed with a 4 to 1 vote (Ayes: McCasland, Bracety, Payne, and Kuykendall; Nay: Kiel).

Board Member Kuykendall moved, seconded by Board Secretary Bracety, to amend Dr. Lisa Rhine's contract to include an additional 10 working days of vacation leave, to bring the total to 25 working days. The motion carried unanimously (Ayes: McCasland, Bracety, Kiel, Payne, and Kuykendall).

Board Member Payne moved, seconded by Board Secretary Bracety, to amend Dr. Lisa Rhine's contract to increase her base salary by 5% as of July 1, 2025. The motion passed with a 4 to 1 vote (Ayes: McCasland, Bracety, Payne, and Kuykendall; Nay: Kiel).

Board Chair McCasland moved, seconded Board Member Kuykendall, to amend Dr. Lisa Rhine's contract to add a provision that indicates that the District Governing Board retains the right to evaluate and/or review the President's job performance and award a stipend annually when performance meets or exceeds expectations, with the stipend to be no more than 5% of the President's previous year base salary. The motion passed with a 3 to 2 vote (Ayes: McCasland, Bracety, and Kuykendall; Nays: Payne and Kiel).

Ms.	Deb McCasland, Board Chair	Mr. Steve Bracety, Board Secretary												
Yvo	onne Sandoval, Executive Assistant	Date												
	spectfully submitted:													
	Special Meeting adjourned at 3:42 p.m.													
	Board Secretary Bracety moved, seconded by Board Member Kuykendall, to adjourn the special meeting. The motion carried unanimously (Ayes: McCasland, Bracety, Kiel, Payne, and Kuykendall).													
	3. Adjournment of Board Special Meeting: Procedural - DECISION {1ime: 1}													

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT REPORT OF EXPENDITURES

For the Ten Months Ended April 30, 2025

District Governing Board

	Purpose	r-to-Date enditures	umbered ligations	•	Total enditures/ umbrances	
EXPENDITURES (note 1):						
Salary Expenses	Staff Support	\$ 92,212	\$ 14,910	\$	107,121	
ACCT Leadership Conference (Seattle)	Registration/Travel	14,773	-		14,773	
ACCT Leadership Conference (DC)	Registration/Travel	11,639	-		11,639	
AZ CC Administrators Conference (Lake Havasu)	Registration/Travel	816	-		816	
Deborah McCasland	Travel	203	-		203	
Osborn Maledon, PA	Legal Services	49,551	5,449		55,000	
Yavapai County Elections	Contractual Services	55,046	-		55,046	
Other - Various	Supplies/Food/Other	7,379	-		7,379	
Printing/Postage	Printing/Postage	809	-		809	252,786
Remaining Budget - April 30, 2025						\$ 69,044

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Ten Months Ended April 30, 2025 - 83.3% of the Fiscal Year Complete

Fiscal Year 2024-2025

SUMMARY - ALL FUNDS

	Year-to-Date Revenues	_				Year-to-Date Revenues	 Budget
REVENUES: General Fund Restricted Fund Auxiliary Fund Unexpended Plant Fund Debt Service Fund TOTALS	\$ 59,133,939 18,125,943 7,515,780 29,823,473 2,103,750 116,702,885			ı		\$ 59,133,939 18,125,943 7,515,780 29,823,473 2,103,750 116,702,885	\$ 63,395,200 20,152,600 8,451,900 31,745,500 2,416,800 126,162,000
	210).02,000	Year-to-Date Expenditures	Encumbered Obligations	Enc	Labor cumbrances	Total Expenditures and Non-Labor Encumbrances	Budget
EXPENDITURES (note 1): General Fund Restricted Fund Auxiliary Fund Unexpended Plant Fund Debt Service Fund TOTALS		\$ 53,076,409 15,016,659 6,941,829 14,463,487 309,662 89,808,046	\$ 6,300,191 1,527,789 489,968 15,037,414 898,258 24,253,620	\$	4,703,707 465,078 225,483 - - 5,394,268	\$ 54,672,893 16,079,370 7,206,314 29,500,901 1,207,920 108,667,398	\$ 63,395,200 20,152,600 8,451,900 31,745,500 2,416,800 126,162,000
SURPLUS/(DEFICIT)						\$ 8,035,487	

COMMENTS:

 $Through \ the \ ten \ month, 86.1\% \ of \ budget \ has \ been \ committed \ (excluding \ labor \ encumbrances) \ compared \ to \ 92.5\% \ of \ revenues \ received.$

The budget currently has a surplus of \$8,035,487.

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

Percent of Budget											
93.3%											
89.9%											
88.9%											
93.9%											
87.0%											
92.5%											
Percent of Actual and Non- Labor Encumbrances to Budget											
86.2%											
79.8%											
79.8%											
79.8% 85.3%											

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Ten Months Ended April 30, 2025 - 83.3% of the Fiscal Year Complete

Fiscal Year 2024-2025

GENERAL FUND

Year-to Rever		-	Total Revenues		Y 24/25 Budget	Percent of Budget	FY 24/25 Estimate	Budget to Estimate Variance	FY 23/24 Actuals	Percent Change (Current Versus Prior Year)	
REVENUES:											
Primary Property Taxes	\$ 40,860,630		\$ 40,860,630	\$	49,180,300	83.1%	\$ 49,180,300	\$ -	\$ 37,694,580	8.4%	
Primary Property Taxes - Contingency	-		-		(150,000)	0.0%	(150,000)	-	-	0.0%	
Tuition and Fees	16,628,535		16,628,535		14,111,000	117.8%	14,111,000	-	11,969,894	38.9%	
Tuition and Fees - Contingency	-		-		(630,000)	0.0%	(630,000)	-	-	0.0%	
State Appropriation - Maintenance	371,300		371,300		371,300	100.0%	371,300	-	373,000	-0.5%	
State Appropriation - Rural Aid	1,833,600		1,833,600		1,833,600	100.0%	1,833,600	-	3,084,400	-40.6%	
YCF Contribution - Basketball Program	345,870		345,870		366,000	94.5%	366,000	-	400,367	0.0%	
Other Revenues	557,380		557,380		512,000	108.9%	512,000	-	605,299	-7.9%	
Interest Income	1,119,124		1,119,124		900,000	124.3%	1,050,000	150,000	956,833	17.0%	
Fund Balance Applied to Budget	3,240,083		3,240,083		8,388,100	38.6%	8,388,100	-	2,353,833	37.7%	
General Fund Transfer In/(Out)	(5,822,583)		(5,822,583)	(11,487,100)	50.7%	(11,487,100)		(5,979,167)	-2.6%	
TOTAL REVENUES	59,133,939		59,133,939	6	3,395,200	93.3%	63,545,200	150,000	51,459,039	14.9%	
								_			

	Total Year-to-Date Encumbered Expenditures Obligations				Enc	Total Expenditures and Non-Labor Encumbrances Encumbrances			FY 24/25 Budget	s FY 24/25 Estimate		Budget to Estimate Variance		Y 23/24 Actuals	Percent Change (Current Versus Prior Year)	
EXPENDITURES (Note 1):				<u>.</u>	,				 							
Instruction	\$	19,522,668	\$	1,450,411	\$	997,676	\$	19,975,403	\$ 23,308,900	85.7%	\$ 23,308,900	\$	-	\$	18,719,685	4.3%
Academic Support		4,932,442		851,058		634,163		5,149,338	6,252,400	82.4%	6,252,400		-		4,517,164	9.2%
Institutional Support		12,643,077		2,001,644		1,389,507		13,255,214	14,404,600	92.0%	14,404,600		-		10,696,720	18.2%
Student Services		8,616,546		1,121,447		1,033,887		8,704,106	10,842,600	80.3%	10,842,600		-		8,151,362	5.7%
Operation/Maintenance of Plant		6,410,605		875,630		648,474		6,637,760	7,473,500	88.8%	7,473,500		-		5,510,349	16.3%
Scholarships		938,646		-		-		938,646	1,085,800	86.4%	1,085,800		-		999,466	-6.1%
Public Service		12,425		-		-		12,425	27,400	45.3%	27,400		-		20,198	-38.5%
TOTAL EXPENDITURES		53,076,409		6,300,191		4,703,707		54,672,893	63,395,200	86.2%	63,395,200		-	4	18,614,944	9.2%

\$ 4,461,046 \$

COMMENTS:

SURPLUS/(DEFICIT)

Tuition and Fees revenues above budget due to Fall 2025 semester open for enrollment. We will see a portion of this defer into FY26. The Budget currently has a surplus of \$4,461,046.

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

GENERAL FUND EXPENDITURES BY NACUBO NATURAL EXPENSE CATEGORIES

For the Ten Months Ended April 30, 2025 - 83.3% of the Fiscal Year Complete

Fiscal Year 2024-2025

Y	ear to Date	1	Prior Year	Percent Change	
\$	31,784,782	\$	30,056,225	5.8%	1
	9,858,491		9,262,096	6.4%	2
	2,897,947		2,364,329	22.6%	3
	4,794,574		3,490,281	37.4%	4
	1,706,317		1,482,453	15.1%	5
	1,095,652		960,094	14.1%	6
	938,646		999,466	-6.1%	7
\$	53,076,409	\$	48,614,944	9.2%	
		9,858,491 2,897,947 4,794,574 1,706,317 1,095,652 938,646	\$ 31,784,782 \$ 9,858,491 2,897,947 4,794,574 1,706,317 1,095,652 938,646	\$ 31,784,782 \$ 30,056,225 9,858,491 9,262,096 2,897,947 2,364,329 4,794,574 3,490,281 1,706,317 1,482,453 1,095,652 960,094 938,646 999,466	Year to Date Prior Year Change \$ 31,784,782 \$ 30,056,225 5.8% 9,858,491 9,262,096 6.4% 2,897,947 2,364,329 22.6% 4,794,574 3,490,281 37.4% 1,706,317 1,482,453 15.1% 1,095,652 960,094 14.1% 938,646 999,466 -6.1%

- 1 Salaries increased due to annual compensation increases and the addition of several new positions.
- **2** Benefits increased due to new positions added in the current fiscal year (results in additional FICA, retirement etc.), medical plan premium increases, and higher tuition/fee waiver benefits due to the new bachelor's program.
- **3** Supplies increased from the prior year due to increased technology related purchases, price increases and the timing of purchases.
- **4** Contractual Services increased from the prior year due to the purchase of the new Banner SAAS upgrade platform, Coursedog software, price increases and the timing of purchases.
- **5** Utilities increased from the prior year due to provider rate increases and warmer summer temperatures.
- **6** Travel, Conferences & Memberships increased from the prior year due air and hotel price increases and more employees traveling.
- 7 Scholarships decreased due to the timing of the Promise program reimbursements. FY23-24 Scholarships include both the May 2023 and May 2024 graduate reimbursements. In addition, less scholarships are budgeted for Athletics in FY25 compared to FY24.

REPORT OF REVENUES AND EXPENDITURES

For the Ten Months Ended April 30, 2025 - 83.3% of the Fiscal Year Complete

Fiscal Year 2024-2025

RESTRICTED FUND

	Year-to-Date Revenues	-	Total Revenues	Budget	Percent of Budget
REVENUES:					
Federal Grants and Contracts	\$ 11,486,436	\$	11,486,436	\$ 12,295,800	93.4%
State Grants and Contracts	571,381		571,381	1,061,000	53.9%
Private Gifts, Grants and Contracts	1,328,325		1,328,325	1,259,200	105.5%
Proposition 301 Workforce Development	1,203,201		1,203,201	1,420,000	84.7%
Proposition 207 Workforce Development	2,250,000		2,250,000	2,700,000	83.3%
State Appropriation - STEM Workforce	636,600		636,600	636,600	100.0%
Fund Balance Applied to Budget	650,000		650,000	780,000	83.3%
TOTAL REVENUES	18,125,943	_	18,125,943	20,152,600	89.9%

	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	\$ 2,846,699	\$ 1,018,034	\$ 200,897	\$ 3,663,836	\$ 6,221,600	58.9%
Academic Support	76,775	60,982	20,583	117,174	75,000	156.2%
Student Services	750,129	62,666	62,666	750,129	1,359,500	55.2%
Operation/Maintenance	43,810	34,000	-	77,810	-	100.0%
Scholarships	9,436,479	-	-	9,436,479	8,680,300	108.7%
Public Service	1,862,767	352,107	180,932	2,033,942	3,816,200	53.3%
TOTAL EXPENDITURES	15,016,659	1,527,789	465,078	16,079,370	20,152,600	79.8%
SURPLUS/(DEFICIT)				\$ 2,046,573		

COMMENTS:

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

REPORT OF REVENUES AND EXPENDITURES

For the Ten Months Ended April 30, 2025 - 83.3% of the Fiscal Year Complete

Fiscal Year 2024-2025

UNEXPENDED PLANT FUND

	Year-to-Date Revenues					Total Revenues	 Budget	Percent of Budget
REVENUES: Primary Property Taxes Primary Property Taxes - Contingency	\$ 6,439,370 -				\$	6,439,370	\$ 7,750,500 (45,000)	83.1% 0.0%
Revenue Bond Proceeds	16,000,000					16,000,000	16,000,000	100.0%
Investment Income	523,421					523,421	500,000	104.7%
Other	610,682					610,682	40,000	1526.7%
Fund Balance Applied to Budget	3,750,000					3,750,000	-	100.0%
General Fund Transfer In	2,500,000				_	2,500,000	 7,500,000	33.3%
TOTAL REVENUES	29,823,473					29,823,473	 31,745,500	93.9%
		Year-to-Date Expenditures	Encumbered Obligations	Labor Encumbrance		Total penditures and Non-Labor Incumbrances	Budget	Percent of Actual and Non- Labor Encumbrances to Budget
EXPENDITURES (Note 1):								
Planned Maintenance		\$ 1,727,531	\$ 2,796,808	\$ -	\$	4,524,339	\$ 3,963,200	114.2%
Unplanned Maintenance		138,052	123,011	-		261,063	283,900	92.0%
Capital Improvement Projects		9,466,571	10,935,633	-		20,402,204	18,909,100	107.9%
Equipment		1,427,335	471,809	-		1,899,144	2,510,000	75.7%
Furniture and Fixtures		94,489	145,916	-		240,405	265,200	90.7%
Enterprise Resource Planning Software		338,701	564,237	-		902,938	1,500,000	60.2%
Library Books Contributions to Capital Projects		3,558	-	-		3,558	8,000	44.5%
Accumulation Account - Future Projects		1,267,250	-	-		1,267,250	1,520,700	83.3%
Capital Contingency		-	-	-		-	2,785,400	0.0%
TOTAL EXPENDITURES		14,463,487	15,037,414			29,500,901	31,745,500	92.9%
SURPLUS/(DEFICIT)					\$	322,572	 _	

COMMENTS:

General Fund Transfer In less than budgeted due to Plant Fund reserves being lowered by DGB in May 2024 which freed up Plant fund monies for CIP. The original \$7.5M budgeted to be transferred from the GF to the Plant fund will be lowered to \$3.0M. The \$4.5M difference will come from Plant fund reserves (fund balance).

Increase in Capital Improvement Projects over March is driven by roughly \$1M in Capital Accumulation Fund projects for Prescott Campus.

REPORT OF REVENUES AND EXPENDITURES

For the Ten Months Ended April 30, 2025 - 83.3% of the Fiscal Year Complete

Fiscal Year 2024-2025

AUXILIARY FUND

	Budgeted Revenues	Budgeted Expenses	Budgeted Surplus/ (Deficit)	 Actual Revenues	and	Actual penditures l Non-Labor cumbrances	ear-to-date Surplus/ (Deficit)
AUXILIARY ENTERPRISES							
Residence Halls	\$ 1,240,000	\$ 438,100	\$ 801,900	\$ 1,270,879	\$	342,964	927,915
Transfer To Debt Fund to Pay Revenue Bonds	(402,300)	-	(402,300)	(335,250)		-	(335,250)
Subtotal - Residence Halls and Summer Conferences	837,700	438,100	399,600	935,629		342,964	592,665
Bookstore Rental and Commissions	45,000	-	45,000	15,407		-	15,407
Food Services	1,625,000	2,092,200	(467,200)	1,492,655		1,888,754	(396,099)
Vending	45,000	-	45,000	41,826		-	41,826
Employee/21+ Student Housing & Facility Rentals	608,700	428,600	180,100	316,086		310,323	5,763
Edventures & Community Education	47,000	75,700	(28,700)	52,690		61,391	(8,701)
Winery - Tasting Room	300,000	354,900	(54,900)	217,543		269,662	(52,119)
Family Enrichment Center	869,800	1,181,700	(311,900)	645,532		966,616	(321,084)
Community Events	966,800	1,175,200	(208,400)	1,293,423		1,293,423	-
Performing Arts Productions	300,000	313,600	(13,600)	283,246		283,246	-
SBDC (Federal Grant Match Requirement)	-	193,100	(193,100)	5,750		145,708	(139,958)
Yavapai College Foundation	550,500	550,500	-	415,510		415,510	-
Other Auxiliary Enterprises	280,600	263,100	17,500	153,983		157,717	(3,734)
General Fund Transfer In	1,975,800	-	1,975,800	1,646,500		-	1,646,500
Contingency	-	100,000	(100,000)	-		-	-
Facilities & Administrative Allocation		1,285,200	(1,285,200)			1,071,000	(1,071,000)
	\$ 8,451,900	\$ 8,451,900	\$ -	\$ 7,515,780	\$	7,206,314	\$ 309,466

Comments:

The Budget currently has a surplus of \$309,466.

REPORT OF REVENUES AND EXPENDITURES

For the Ten Months Ended April 30, 2025 - 83.3% of the Fiscal Year Complete

Fiscal Year 2024-2025

DEBT SERVICE FUND

	Year-to-Date Revenues				Total Revenues	Budget	Percent of Budget
REVENUES: Investment Income General Fund Transfer In Auxiliary Fund Transfer In Fund Balance Applied to Budget TOTAL REVENUES	\$ 89,750 1,676,083 335,250 2,667 2,103,750				\$ 89,750 1,676,083 335,250 2,667 2,103,750	\$ - 2,011,300 402,300 3,200 2,416,800	100.0% 83.3% 83.3% 83.3% 87.0%
<u>DEBT SERVICE FUND</u> EXPENDITURES (Note 1):		Year-to-Date Expenditures	Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	Budget	Percent of Actual and Non- Labor Encumbrances to Budget
Revenue Refunding Bonds - 2024 Principal Payments Interest Payments Revenue Refunding Bonds - 2021 Principal Payments		\$ - 284,272	\$ 273,000 22,728 420,000	\$ - -	\$ 273,000 307,000 420,000	\$ 546,000 614,000 840,000	50.0% 50.0% 50.0%
Interest Payments Revenue Bonds - 2013 Principal Payments Interest Payments Bank Fees TOTAL EXPENDITURES		5,670 - 18,620 1,100 309,662	182,500 30 - 898,258		5,670 - 182,500 18,650 1,100 1,207,920	365,000 37,300 3,200 2,416,800	50.2% 50.0% 50.0% 34.4% 50.0%
SURPLUS/(DEFICIT)		309,002	698,258	-	\$ 895,830	\$ -	50.0%

COMMENTS:

Investment income is the result of earnings on the unspent 2024 Revenue Bond proceeds which was not budgeted.

Through the tenth month, 50% of budget has been committed compared to 87% of revenues received.

WAIVER OF CONFLICT OF INTEREST

Re: Waiver of Conflict of Interest regarding agreement between Yavapai County through the Yavapai County Workforce Development Board and Yavapai College.

The Yavapai College Governing Board, having reviewed the conflict of interest letter dated May 14, 2025, from Deputy County Attorney Thomas M. Stoxen 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 and Yavapai College all of which are clients of the YCAO.

Therefore, the Yavapai College Governing Board approves the Waiver of Conflict of Interest and consents to YCAO preceding with preparation and review of and provide legal services related to the above-referenced matters on behalf of Yavapai County and related draft agreements, including any additional contracts, intergovernmental agreements, follow-on agreements, amendments, renewals, or extensions between Yavapai County and Yavapai College concerning an agreement to provide Title IB services in conjunction with a Request for Proposals issued by the Yavapai County Workforce Development Board

Printed Name / Title

Dated: May 27, 2025.	
	Yavapai College District Governing Board
	Ву:
	Deb McCasland, Board Chair

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Between

Yavapai County Community College District

And

Valley Academy for Career and Technology District #01

This Second Amendment to Intergovernmental Agreement (IGA) is entered into by and between Yavapai County Community College District, a community college district of the State of Arizona (hereinafter referred to as "College"), and Valley Academy for Career and Technology District #01 (herein referred to as "School District") (collectively "Parties). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") 11-951.

Witnesseth:

Whereas, on November 1, 2022, College and School District entered into an IGA for the purpose of offering college level courses that may be counted towards both high school and college graduation requirements ("Concurrent Enrollment") effective through June 30, 2026, and;

Whereas, on September 24, 2024, the College and School District each desired, to update Attachment A "Colleges Facilities and Locations," Exhibit A "Financial Provisions" and Exhibit B "Concurrent Enrollment Courses, Credits, and Tuition Costs" as required based on changes to class locations and fees, and;

Whereas, the College and School District each desire to update Attachment A "Colleges Facilities and Locations," and Exhibit B "Concurrent Enrollment Courses, Credits, and Tuition Costs" as required for the FY 25-26 term based on changes to class locations and fees, and;

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

- 1. Attachment A, and Exhibit B are hereby deleted in their entirety and replaced with the attached Attachment A, and Exhibit B due to updates required in locations and pricing.
- 2. Except as expressly amended herein, the terms and conditions set forth in said original IGA shall remain in full force and effect.

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

Yavapai County Community College District	Valley Academy for Career and Technology District #0
	
By: Lisa B. Rhine, Ph.D.	Ву:
Title: President	Title:
Date:	Date:

Pursuant to A.R.S. Section II-952(D), the foregoing Amendment to Agreement has been reviewed by the undersigned attorneys for Yavapai County Community College District and Valley Academy for Career and Technology District #01, who have determined that the Amendment to Agreement is in proper form and within the powers and authority granted under the laws of this State to Yavapai County Community College District and Valley Academy for Career and Technology District #01.						
By: Aft. Cutt Cuc	By:					
Title: Attorney	Title: Attorney					
Counsel for Yavapai County Community College District	Counsel for Valley Academy for Career and Technology District #01					
Date: 5 - 19 - 2025	Date:					

ATTACHMENT A

COLLEGE FACILITIES AND LOCATIONS - 2025/26 School Year

Verde Valley Campus 601 Black Hills Drive Clarkdale, AZ 86324 928-634-7501

Programs offered at this location: Emergency Medical Technician HVAC Installation & Maintenance Technician Phlebotomy Technician

Online Programs

No location, all classes are offered asynchronously online

Programs offered online: Second Year Allied Health

EXHIBIT B

CONCURRENT ENROLLMENT COURSES, CREDITS, and TUITION COSTS 2025/26 SCHOOL YEAR

For complete course descriptions, refer to the current College catalog.

COURSE	COLLEGE TITLE	CREDITS	TUITION COST
AHS 100	Fundamentals of Health Care	3	\$438
AHS 105	Phlebotomy	2	\$292
AHS 130	Medical Terminology	3	\$438
BHS 150	Introduction to Behavioral Health and Social Science	es 3	\$169.50
BHS 155	Professional Resiliency and Well-Being	3	\$169.50
BHS 165	Applied Therapeutic Communication Skills	3	\$169.50
EMS 144	Emergency Medical Technician	10	\$1,460
EMS 144L	Emergency Medical Technician Lab	4	\$584
EMS 143	Emergency Medical Technician Practicum	2	\$292
HVA 100	Introduction to HVAC I	3	\$438
HVA 110	Introduction to HVAC II	3	\$438
HVA 111	Basic Electricity for HVAC Technicians	3	\$438
HVA 225	Heating Technologies I	3	\$438
NTR 135	Human Nutrition	3	\$169.50

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Between

Yavapai County Community College District And

Mountain Institute Career and Technology District #02

This Second Amendment to Intergovernmental Agreement (IGA) is entered into by and between Yavapai County Community College District, a community college district of the State of Arizona (hereinafter referred to as "College"), and Mountain Institute Career and Technology District #02 (herein referred to as "School District") (individually as "Party" and collectively as "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") 11-951.

Witnesseth:

Whereas, on April 10, 2023, College and School District entered into an IGA for the purpose of offering college level courses that may be counted towards both high school and college graduation requirements effective through June 30, 2026, and;

Whereas, the College and School District each desire, to update Attachment A "College Facilities and Locations" and Exhibit B Concurrent Enrollment Courses, Credits and Tuition Costs as required to update the locations, course numbers and costs and include the informed consent language below.

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

- 1. Attachment A is hereby deleted in its' entirety and replaced with the Attachment A that follows.
- 2. Exhibit B is hereby deleted in its' entirety and replaced with the Exhibit B that follows.
- 3. Informed Consent. The Parties acknowledge that Sims Mackin, Ltd. represents both Parties in various matters, including in the drafting and/or review of this Agreement. The Parties agree this Agreement does not involve a concurrent conflict of interest although they have been advised of a potential conflict of interest. Nevertheless, the Parties acknowledge that undersigned counsel, by this paragraph, has informed each party that counsel will be able to provide competent and diligent representation to each Party, that the representation of each Party is not prohibited by law, and that the representation of the Parties in this matter does not involve the assertion of a claim by one Party against the other Party in the same litigation or other proceeding before a tribunal. The Parties further acknowledge that in the event a conflict of interest arises that cannot be waived, or which is not waived, they have been advised that Sims Mackin will withdraw from the representation of both parties with regard to the issue giving rise to the conflict. By signing below, each Party consents to the representation of Sims Mackin, Ltd. on behalf of both parties in the drafting, review, and/or approval of this Agreement in accordance with A.R.S. § 11-952(D).
- 4. Except as expressly amended herein, the terms and conditions set forth in said original IGA shall remain in full force and effect.

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

Yavapai County Community College District	Mountain Institute Care	Mountain Institute Career and Technology District #02					

By: Lisa B. Rhine,	Ву:						
Ph.D.							
Title: President	Title:						
Date:	Date:						
authority granted under the laws of this State to Ya Career and Technology District #02.	avapai County Community Col	lege District and Mountain Institut					
By: Author 5-19-2025	Ву:						
Title: Attorney	Title: Attorney						
Counsel for:	Counsel for:	100					
Yavapai County Community College District	Mountain Institute Ca	reer and Technology District #02					

ATTACHMENT A

COLLEGE FACILITIES AND LOCATIONS - 2025/26 School Year

Career and Technical Education Center (CTEC)

220 Ruger Road Prescott, AZ 86301 928-776-2002

Programs offered at this location:
Advanced Manufacturing
Robotics-Engineering
Automotive Repair Technology
Automotive Collision Repair
Diesel Technician
Construction Technology
Welding Technology
3-D Printer Technology

Prescott Valley Center 3800 North Glassford Hill Road Prescott Valley, AZ 86314 928-717-7777

Programs offered at this location: CCMA Medical Assistant Nursing Services Emergency Medical Technician Phlebotomy Technician Dental Assisting

Chino Valley Center 2275 Old Home Manor Drive Chino Valley, AZ 86323 928-717-7720

Programs offered at this location: Electrical Line Worker

Prescott Campus 1100 East Sheldon Street Prescott, AZ 86301 928-717-7777

Programs offered at this location: Culinary Arts Fire Science Cybersecurity

Program offered at both Prescott Campus and Chino Valley Center Drone & Ground School Academy

Online Programs

No location, all classes are offered asynchronously online

Programs offered online:
Medical Records Technician
Behavioral Health Technician
Early Childhood Education
Education Professions
Business Management
Graphic Design
Legal Office Clerk
Computer Programming
Accounting

EXHIBIT B

CONCURRENT ENROLLMENT COURSES, CREDITS, and TUITION COSTS 2024/25 School Year

For complete course descriptions, refer to the current College catalog.

COURSE	COLLEGE TITLE	CDEDITE	THUTION COST
	COLLEGE TITLE	CREDITS	TUITION COST
ACC 121	Introductory Accounting	3	\$169.50
ACC 115	Basic Tax Planning	3	\$169.50
ACC 117	Advanced Tax Planning and Preparation	3	\$169.50
AHS 100	Fundamentals of Health Care	3	\$438
AHS 105	Phlebotomy	2	\$292
AHS 114	Nursing Assistant	4	\$584
AHS 114C	Nursing Assistant Clinical	1.5	\$219
AHS 114L	Nursing Assistant Skills Lab	0.5	\$73
AHS 130	Medical Terminology	3	\$438
AHS 134	Introduction to Health Information Systems	3	\$438
AHS 173	Legal & Ethical Aspects of HIM	2 3 3 3 3 3	\$292
AHS 296	Internship: Allied Health Services	3	\$438
AIT 105	Modern Maintenance	3	\$438
AIT-115	Hydraulic Systems	3	\$438
ART 110	Drawing I	3	\$196.50
ART 112	Two-Dimensional Design	3	\$196.50
ART 130	Web Site Design	3	\$196.50
ART 131	Graphic Design I	4	\$262
ART 132	Graphic Design II	4	\$262
ART 137	Adobe Photoshop I	3	\$196.50
ART 230	Graphic Design III	4	\$262
ART 231	Digital Illustration	3	\$196.50
AUT 103	Automotive/Diesel Preventative Maintenance	4	\$584
AUT 105	Introduction to Auto Body Repair	4	\$584
AUT 106	Automotive/Motorcycle Custom Painting	3	\$438
AUT 107	Autographics/Airbrushing	3	\$438
AUT 108	Diesel Engine Repair	4	\$584
AUT 109	Auto/Diesel Electrical Systems	4	\$584
AUT 110	Advanced Airbrushing Techniques	3	\$438
AUT 111	Autobody Welding and Collision Repair	3	\$438
AUT 115	Auto Body and Paint Project	2	\$292
AUT 122	Automatic Transmissions & Transaxles	4	\$584
AUT 123	Automotive Brakes	4	\$584
AUT 126	Auto/Diesel Suspension & Steering	4	\$584
AUT 135	Diesel Braking Systems	4	\$584
AUT 153	Auto Engine Repair	4	\$584
AUT 225	Diesel Engine Performance	4	\$584
AUT 230	Advanced Medium/Light Duty Diesel	4	\$584
AUT 275	Basic Automotive Upholstery	3	\$438
AUT 276	Advanced Upholstery	2	\$292
AVT 122	Fundamentals of Air Traffic Control	2 3	\$444
AVT 123	Air Traffic Control Tower Procedures	3	\$444
AVT 124	Fund of Air Traffic Control Radar Operation	3	\$444
BHS 150	Introduction to Behavioral Health and Social Sciences	3	\$169.50
BHS 155	Professional Resiliency and Well-Being	3	\$169.50
BHS 160	Ethical, Legal and Professional Issues in Behavioral		
2.10	Health and Social Service	3	\$169.50
DUO 405	Applied Thompsoldin Companyaisation Chille	2	\$460 E0
BHS 165	Applied Therapeutic Communication Skills	3	\$169.50 \$160.50
BHS 170	Case Management and Clinical Documentation	3	\$169.50 \$160.50
BHS 180	Child, Family, and Adult Advocacy	3	\$169.50
BIO 160	Intro to Human Anatomy and Physiology	4	\$262 \$106.50
BSA 228	Professional Productivity Solutions	3	\$196.50
	Page 52 of 62		

CBT 101	Plan Reading, Drawings, and Codes	2	\$292
CBT 102	Framing I	2	\$292
CBT 103	Masonry & Concrete	2	\$292
CBT 104	Framing II	2	\$292
CBT 105	Interior Finishes	2	\$292
CBT 106	Remodeling	2	\$292
CBT 107	Exterior Finishes	2	\$292
CBT 108	Trim Work	2	\$292
CBT 115	Basic Residential Electrician	3	\$438
CBT 120	Basic Residential Plumber	5	\$730
CNC 101	CNC Machine Operator	2	\$292
CNC 102	CNC Machine Set Up	2	\$292
CNC 201	Computer Aided Programming for CNC Machining	3	\$438
CNC 202	3-D Programming & Rapid Protoyping for CNC	4	\$584
CNT 101	Networking and Cybersecurity Fundamentals	4	
CNT 101			\$584 \$438
	Cybersecurity Principles	3	\$438 8504
CNT 110	A+ Computer Technician Certification	4	\$584
CNT 135	Security+ Implementing and Maintaining Network Security	3	\$438
CSA 126	Microsoft Office for Windows	3	\$169.50
CSA 282	Database Concepts	3	\$169.50
CSC 105	Introduction to Programming		\$169.50
CSC 113	Programming: Python	3	\$169.50
CSC 125	Programming: C# Fundamentals	3	\$169.50
CSC 205	Programming: JavaScript, HTML & CSS	3	\$169.50
CSC 211	Programming: PHP and MySQL	3	\$169.50
CSC 220	Programming: Java	3	\$169.50
CUL 101	Culinary Principles	4	\$584
CUL 102	Culinary Fundamentals: Hot Foods	4	\$584
CUL 103	Culinary Fundamentals: Breakfast & Garde Manger	4	\$584
CUL 104	Culinary Fundamentals: Baking & Pastry	4	\$584
ECE 200	Intro to Early Childhood Education	3	\$169.50
ECE 202	Early Childhood Curriculum	3	\$169.50
ECE 230	Language & Literacy Experiences	3	\$169.50
ECE 234	Child Development	3	\$169.50
ECE 240	Family & Community Partnerships	3	\$169.50
ECE 270	Health, Safety & Nutrition	3	\$169.50
ECE 280	Observation and Assessment of the Young Child	3	\$169.50
EDU 200	Intro to Education	3	\$169.50
EDU 210	Cultural Diversity in Education	3	\$169.50
EDU 240	Family and Community Partnerships	3	\$169.50
EGR 102	Introduction to Engineering	3	\$438
ELT 101	Basic Electricity: AC & DC	4	\$584
ELT 102	Power Electronic Fundamentals	2	\$292
ELT 130	Introduction to Robotics	3	\$438
ELT 135	Robot Operator	2	\$292
ELT 165		3	\$438
ELT 183	Programmable Logic Controllers Digital Circuits	3	\$438
EMS 120	Basic First Aid, CPR and AED	0.5	\$73
EMS 123	Cardiopulmonary Resuscitation for the Health Care Provider	0.5	\$73 \$4.460
EMS 144	Emergency Medical Technician	10	\$1,460
EMS 144L	Emergency Medical Technician Lab	4	\$584
EMS 143	Emergency Medical Technician Practicum	2	\$292
EUT 101	Basic Electricity for Lineworkers	4	\$584
EUT 120	Energy Industry Fundamentals	3	\$438
EUT 201	Introduction to Linework I	3	\$438
EUT 202	Field Training I	4	\$584
FSC 105	Firefighter I & II Certification	12	\$2,180
LAW 100	Introduction to Paralegal Studies	3	\$169.50
LAW 102	Legal Computer Applications	3	\$169.50
LAW 107	Law Office Management	3	\$169.50
LAW 103	Ethics and the Law	3	\$169.50
LAW 230	Administrative Law	3	\$169.50

LAW 260 Procedural Criminal Law 3 \$169.50 MET 200 SolidWorks for CNC 3 \$219 MET 250 Projects in Manufacturing Technology 4 \$584 MGT 120 Supervision Techniques 3 \$196.50 MGT 132 Ethics in Business 3 \$196.50 MGT 140 Organizational Behavior 3 \$196.50				
LAW 260 Procedural Criminal Law 3 \$169.50 MET 200 SolidWorks for CNC 3 \$219 MET 250 Projects in Manufacturing Technology 4 \$584 MGT 120 Supervision Techniques 3 \$196.50 MGT 132 Ethics in Business 3 \$196.50 MGT 140 Organizational Behavior 3 \$196.50	LAW 232	Evidence	3	\$169.50
MET 200 SolidWorks for CNC 3 \$219 MET 250 Projects in Manufacturing Technology 4 \$584 MGT 120 Supervision Techniques 3 \$196.50 MGT 132 Ethics in Business 3 \$196.50 MGT 140 Organizational Behavior 3 \$196.50		Procedural Criminal Law		\$169.50
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MGT 120 Supervision Techniques 3 \$196.50 MGT 132 Ethics in Business 3 \$196.50 MGT 140 Organizational Behavior 3 \$196.50	MET 250	Projects in Manufacturing Technology	4	
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MGT 140 Organizational Behavior 3 \$196.50	MGT 132	Ethics in Business	3	\$196.50
	MGT 140	Organizational Behavior	3	
MGT 220 Principles of Management 3 \$196.50	MGT 220	Principles of Management		\$196.50
MGT 223 Human Resources Management 3 \$196.50	MGT 223	Human Resources Management	3	\$196.50
LICT COC	MGT 229	Strategic Management	3	\$196.50
1107.000	MGT 233	Business Communication	3	\$196.50
	MKT 240	Principles of Marketing	3	\$196.50
MTC 105 Introduction to Motorcycle & UTV Technology 3 \$438	MTC 105		3	
MTC 215 Motorcycle and UTV Repair Procedures 3 \$438	MTC 215		3	
MTC 215 Motorcycle and UTV Repair Procedures 3 \$438 NTR 135 Human Nutrition 3 \$339	NTR 135		3	
STU 101 Introduction to Student Success 1 \$56.50	STU 101	Introduction to Student Success		-
TDP 101 Introduction to 3-D Printing 3 \$438	TDP 101	Introduction to 3-D Printing		-
TDP 108 3-D Printer Operation and Maintenance 3 \$438	TDP 108		3	
TDP 201 Slicing and Software for 3-D Printing 3 \$438	TDP 201		3	·
TDP 210 3-D Model Optimization and Troubleshooting 3 \$438	TDP 210			
TDP 250 Industrial Projects for 3-D Printing 4 \$584	TDP 250			
UAS 100 Introduction to UAS 3 \$438	UAS 100			-
UAS 103 UAS Simulations 3 \$438	UAS 103	UAS Simulations		
UAS 110 UAS Fixed-Wing Systems 4 \$584	UAS 110			-
UAS 115 UAS Multirotor Systems 4 \$584	UAS 115		4	
UAS 120 UAS Sensing Systems 3 \$438		•		
UAS 215 UAS Mapping Systems 3 \$438		• .	3	-
WLD 130 Oxyacetylene 4 \$584				
WLD 140 Arc I 4 \$584				•
WLD 145 Arc II 4 \$584				-
WLD 156 Blueprint Reading 4 \$292		Blueprint Reading		-
WLD 200 Gas Tungsten Arc Welding 4 \$584				
WLD 210 Gas Metal Arc Welding 4 \$584				
WLD 250 Welded Metal Fabrication 4 \$584	WLD 250	S C		-

INTERGOVERNMENTAL AGREEMENT MENTAL HEALTH TACTICAL INTERVENTION TRAINING PROGRAM YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT AND

TOWN OF PRESCOTT VALLEY

THIS INTERGOVERNMENTAL AGREEMENT - MENTAL HEALTH TACTICAL INTERVENTION TRAINING PROGRAM (the "Agreement"), is entered into the date of final signature, by and between the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona (hereinafter the "Town"), for and on behalf of the Town's Police Department, and the Governing Board of YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT, doing business as YAVAPAI COLLEGE, a political subdivision of the State of Arizona (hereinafter the "College");

WITNESSETH:

WHEREAS, the Town and College recognize the need to support specialized training for peace officers and first responders in the areas of mental health crisis response, de-escalation, and tactical intervention;

WHEREAS, the Arizona Peace Officer Standards and Training Board ("AZPOST") authorizes the certification of training courses that provide continuing education credit for Arizona peace officers;

WHEREAS, in accordance with said standards, the Town, Yavapai County, the College, and other jurisdictions authorized to employ peace officers, have established the Mental Health Tactical Intervention Training Program, a training course approved by the AZ POST, at the College; and

WHEREAS, the College, through its Justice Institute, is capable of developing, hosting, and evaluating Mental Health Tactical Intervention Training classes that provide AZPOST continuing education credit;

WHEREAS, The Town is authorized to prescribe the powers and duties of its police officers [ARS §9-240(12)]; and

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. TERM. The term of this Agreement shall be from the date of final signature through November 30, 2026, unless sooner terminated as set forth in Section 5 herein.

Section 2. PURPOSE. The purpose of this Agreement is to establish a collaboration between the Town and the College to offer Mental Health Tactical Intervention Training for sworn officers, local first responders, mental health professionals, and social workers. Eighteen (18) courses will be provided by November 30,2026 and shall be designed to earn AZPOST credit for officers to enhance critical field-relevant skills in crisis intervention and response.

Section 3. PERFORMANCE. The performance commitments of the respective parties are as follows:

The Town shall-

- (a) Provide access to subject matter experts, instructors, or guest speakers from within PVPD or its professional network, as needed and as mutually agreed upon to conduct the training courses.
- (b) Promote and encourage participation by Prescott Valley Police Department (PVPD) sworn officers in the Mental Health Tactical Intervention Training Program.
- (c) Assist in outreach to local and regional agencies to encourage attendance by first responders, mental health professionals, and social workers.
- (d) Designate a liaison from the PVPD to collaborate with the College's Faculty Program Director for planning, logistics, and post-training evaluation activities.

(e) Approve and pay invoices received from the College in accordance with Section 4 of this Agreement.

The College shall:

- (a) Provide a Faculty Program Director to liaise with the Police Department and instructor to support the success of the Mental Health Tactical Intervention Program.
- (b) Provide facilities and technology support for training delivery.
- (c) Provide regular evaluations of the effectiveness and ongoing needs of the classes.
- (d) Utilize its Justice Institute to support the:
 - (1) Collection of participant sign-in sheets and attendance tracking.
 - (2) Evaluation of program effectiveness, including:
 - a. Satisfaction metrics from participants.
 - b. Collection and analysis of qualitative data on use of crisis intervention strategies in the field.

Section 4, BUDGETING AND FINANCING. The Town agrees to reimburse the College for costs associated with the Mental Health Tactical Intervention Training Program classes as described in this Agreement. Upon execution of this agreement, the College shall submit an invoice to the Town, in the amount of \$5,000, representing the cost of the first half of the training program. The remaining balance of \$5,000 shall be invoiced by the College upon completion of the training program. The Town shall remit payment to the College within thirty (30) calendar days of receipt of the invoice. Each party shall be responsible for its own internal administrative and operational costs unless otherwise specified in writing.

Section 5. TERMINATION. This Agreement may be terminated by either Party for any reason whatsoever, effective 30 days after receipt of advanced written notice by the other Party. In the event of termination during the first half of the training program (the first nine (9) classes), the College shall refund the Town the prorated amount for services not rendered. In the event of termination during the second half of the training program (the second nine (9) classes), the Town shall pay the College the prorated amount for the number of classes completed during the second half of the training program.

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 faults of the indemnitor, its officers, officials, agents, employees, or volunteers. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, any agreement by College to indemnify, defend and hold harmless the Town shall be limited to, and payable only from, the College's available insurance or self-insurance coverage for liability assumed by contract, if any.

Section 7. 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. Rather, the Instructor, and assigned personnel of the Town's Police Department are independent contractors for purposes of Article 2, Chapter 7, Title 12, Arizona Revised Statues.

Section 8. 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 mall, addressed as follows:

College: Town:

Procurement & Contract Services, Police Chief,

Yavapai College Prescott Valley Police Department

1100 E. Sheldon Street 7601 E Skoog Boulevard

Prescott, Arizona 86301 Prescott Valley, AZ 86314

Section 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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.

Section 15. INSURANCE. The College shall maintain adequate commercial general liability insurance, automobile insurance and worker's compensation insurance as provided by The Trust Alliance, and the Town shall maintain adequate commercial general liability insurance, auto insurance and worker's compensation insurance as provided by the Arizona Municipal Risk Retention Pool. If either Party elects to terminate its insurance coverage, the Party electing to terminate such coverage shall notify the other Party sixty (60) days prior to such termination and provide evidence of replacement coverage reasonably acceptable to the nonterminating Party Upon request by either Party, the other Party will provide a Verification of Coverage (VOC) evidencing such insurance coverage is in effect.

Section 16. ARBITRATION. In the event of a dispute hereunder, the Parties agree to use arbitration insofar as required by Sections 12-1518 and 12-133, Arizona Revised Statutes, and rules promulgated thereunder. To the extent arbitration is not required under the above referenced laws, then the Parties shall submit any dispute hereunder for adjudication by Arizona's state courts.

Section 17. GOVERNING LAW. This IGA shall be governed and interpreted by the laws of the State of Arizona; any action thereon shall be brought in the appropriate court in the County of Yavapai, State of Arizona.

Section 18. COMPLIANCE WITH IMMIGRATION LAWS; LEGAL WORKER'S ACT. The Parties warrant compliance with all federal immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A). A breach of this warranty shall constitute a material breach of this IGA that is subject to penalties up to and including termination of this IGA at the sole discretion of the non-breaching Party. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other Party who works on this IGA to ensure that the contractor or subcontractor is complying with this warranty. A Party will not be considered in material breach of this IGA if the Party establishes it has complied with the employment verification provision prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

Section 19. FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA. In compliance with A.R.S. § 35-394, to the extent applicable, the Parties warrant that they do not use, and agree not to use during the term of the IGA any of the following:

- i) Forced labor of ethnic Uyghurs in the People's Republic of China;
- ii) Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; Or
- iii) Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

Section 20. NO BOYCOTT OF ISRAEL. To the extent applicable, Supplier certifies it is not currently engaged in and agrees that for the duration of the Agreement it will not engage in, a boycott of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

Section 21. AUTHORITY

The individuals signing below hereby represent and warrant that they are duly authorized to execute and deliver this IGA on behalf of the Parties for which they sign, and that this IGA is binding upon those Parties in accordance with its express terms.

Section 22. COUNTER PARTS AND EXECUTION. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by PDF or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

	Town of Prescott Valley, a Municipal Corporation of Arizona, (Tow		
	Kell Palguta, Mayor	Date	
Attest:			
atima Fernandez, Town Clerk		Date	

The foregoing Intergovernmental Agreement has been submitted to me as Prescott Valley Town 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 Town under the laws of Arizona.

Steven Zraick, Deputy Town Attorney

Date

5/16/25

YAVAPAI COLLEGE, a political subdivision of the st	ate of Arizona, (College)
Ms. Deb McCasland, District Governing Board Chair	Date
Attest:	
Yvonne Sandoval, Executive Assistant	Date
The foregoing Intergovernmental Agreement has been College for review prior to its execution, pursuant to A in proper form and is within the powers and authority State of Arizona.	ARS §11-952(D), and I have determined that it is
Anthony W. Contente-Cuomo, Attorney for College	5-19-2025