

CONTRACT KEYWORD COVERSHEET

Please fill out the form completely. If a response is not applicable, please use "N/A" – Do Not Leave Any Blanks.

YC CONTRACT NUMBER: 2025-205

EXISTING CONTRACT / EXISTING CONTRACT #: _____

CONTRACT CHANGE:

Addendum Change Order Other (Please specify: _____)
 Amendment Extension

NEW CONTRACT

CONTRACT TYPE:

Agreement Intergovernmental (IGA) Purchase
 Authorization of Services Lease/Property Acquisition Release
 Construction Maintenance Settlement
 Grants Memorandum

BOARD MEETING DATE: 7/2/2025

DEPARTMENT: Board of Supervisors

DEPARTMENT CONTACT: Craig LeFever

VENDOR: Yavapai College Community College District

AMOUNT: TBD

BRIEF DESCRIPTION: One-stop Operator and Workforce Services for
Youth, Adults, and Dislocated Workers

CONTRACT EFFECTIVE DATE: 7/1/2025


CONTRACT EXPIRATION DATE: 6/30/2026

DESTRUCTION DATE: 7/1/2032

RETENTION SCHEDULE/SERIES #: GS1018/30678
Retention schedules: AZ State Library

CLERK DEPT. ONLY:
BOS Meeting Date:
7/2/25
Agenda Item #:
Action # 1

CLERK RECEIVED STAMP:



**AGREEMENT BETWEEN YAVAPAI COUNTY THROUGH THE YAVAPAI COUNTY
WORKFORCE DEVELOPMENT BOARD AND YAVAPAI COUNTY COMMUNITY
COLLEGE DISTRICT**

This Agreement ("Agreement") is entered into as of July 2, 2025 between Yavapai County, a political subdivision of the State of Arizona, through the Yavapai County Workforce Development Board ("County") and Yavapai County Community College District, a political subdivision of the State of Arizona ("Contractor"), hereafter, individually described as "Party" or collectively as the "Parties."

RECITALS

- A. On March 6, 2025 the Yavapai County Workforce Development Board ("YCWDB") initiated Request for Proposals #26-30-YCWDB-001 for competitive procurement of One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers as amended ("RFP"). The RFP as amended is attached as **Exhibit 1**.
- B. Prior to the deadline for submission only Yavapai College Community College District ("Contractor") submitted a proposal to provide One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers ("Offeror's Response") attached as **Exhibit 2**.
- C. Contractor's proposal was reviewed by an evaluation team selected by the YCWDB and the evaluation team made a consensus recommendation to an award to the Contractor for a term of one year with three optional one-year extensions, not to exceed a total of four years.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. Scope of Work: Terms, Conditions, and Specifications

- a) Contractor shall provide County with the services, materials and locations as provided for in Offeror's Response attached as Exhibit 2.
- b) Contractor agrees to comply with all the terms, conditions, and specifications of the RFP attached as Exhibit 1 and Offeror's Response attached as Exhibit 2 which terms, conditions, and specifications are incorporated herein by this reference subject to the exceptions stated herein.

2. Term

This Agreement shall commence July 1, 2025 and continue for a period of one year until June 30, 2026. This Agreement may be renewed for up to three optional one-year extensions, not to exceed a total of four years. Notice of such renewal shall be given by County to Contractor at least 90 days prior to the expiration of the current term. This agreement does not automatically renew.

3. Conflict and Contract Documents

If there is any conflict between this Agreement and Exhibit 1 and Exhibit 2, the order of precedence set out section 1.3 of the Uniform Terms and Conditions in Exhibit 1 shall control any conflict within the Contract's documents.

4. Payments

- a) The County shall pay Contractor pursuant to the RFP and Offer's Response, including, but not limited to the Special Terms and Conditions and Uniform Terms and Conditions therein.

5. Applicable Law

- a) In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and Yavapai County including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement.

6. Audits and Retention of Records

- a) Contractor agrees to participate in any audits required under Arizona or Federal Law regarding the use and expenditure of funds received under this contract. Contractor agrees to maintain records associated with the Agreement for a period of six years after the expiration of the final term of this contract.

7. Exceptions

The Parties agree to the following exceptions to Exhibit 1.

- a) Section 8, page 18 of Exhibit 1 is amended to read in its entirety: "Use of Additional Vendors".
- b) Section 8.1, page 18 of Exhibit 1 is amended to read in its entirety: "YCWDB may obtain like goods or services from other sources in the event Contractor is unable to adequately supply such good and services and only after consultation and negotiation with Contractor."
- c) Section 17.3, page 22 of Exhibit 1 is amended to read in its entirety: "Removal of Personnel. Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, YCWDB may at its discretion may cause and instruct Contractor to remove any of its personnel from YCWDB's facilities or from further assignment under the Contract if Contractor's employees violate state or federal law, act negligently or engage in inappropriate or harassing conduct. County will coordinate with Contractor for a replacement employee when necessary.
- d) Section 2.8 of page 25 of the RFP is amended to read in its entirety: "Property of the YCWB. Any reports created under this contract are the sole property of the YCWDB. YCWB shall have a non-exclusive license to program-specific use of materials, computer programs, deliverables and other intellectual property developed independently by Contractor during the term of this Agreement and any extensions.
- e) Section 2.9, page 26 of the RFP is deleted in its entirety.

- f) Section 5.2, page 28 of the RFP is amended to read in its entirety: "Indemnification. Each Party, to the extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any claims, losses, liability, costs or expenses (including reasonable attorney's fees) arising out of bodily injury (including death) or resulting from the act, omission, negligence, professional error, intentionally tortious, or willful misconduct of the indemnifying Party's employees, officers, subcontractors, volunteers and agents in connection with the performance of this Agreement. This indemnification shall survive the termination of this Agreement"

8. Execution in Counterparts.

- a) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of the Parties may sign any number of copies of this Agreement. Each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

APPROVALS

IN WITNESS WHEREOF, this Agreement, and any counterparts of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

YAVAPAI COUNTY
1015 Fair Street
Prescott, Arizona 86301



Mary Mallory, Chairman
Yavapai County Board of Supervisors

Yavapai County Community College District
1100 E. Sheldon St.
Prescott, AZ 86301



Signature

LISA B. RHINE

Printed Name

ATTEST:



Jayme Rush, Clerk of the Board
Yavapai County Board of Supervisors

PRESIDENT YAVAPAI COLLEGE

Title