

## **Funding Agreement**

The AGREEMENT entered into as of this 1st **day of July, 2016**, between the City of San Luis, Arizona, (hereinafter referred to as “City”) and Portable Practical Education Preparation, Inc. (PPEP), (hereinafter referred to as “Contractor”).

WITNESSETH THAT:

WHEREAS, City has allocated certain funds for a YouthBuild Program for young adults In the City of San Luis, Arizona; and

WHEREAS, the City wishes to engage the Contractor to utilize such funds in the Contractor’s existing YouthBuild Program; and

WHEREAS, the City wishes the YouthBuild Program to serve and graduate at least 80% of San Luis students enrolled per cohort.

### **A. STATEMENT OF WORK**

1. Name of Activity: YouthBuild Program
2. Description: (see ATTACHMENT I)
3. **Funding Agreement Total: \$26,000**
4. Period of Coverage under this agreement: July 1, 2016 to June 30, 2017
5. Number served: 80% of YouthBuild enrollees from San Luis will graduate from the program

### **B. PERFORMANCE MONITORING**

The city will monitor the performance of the Contractor against goals and performance standards herein. Substandard performance as determined by the City will constitute noncompliance with the AGREEMENT. If action to correct such substandard performance IS not taken by the Contractor within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

### **C. NOTICES**

Communication and details concerning this contract shall be directed to the following contract representatives:

## CITY

Name:

Title: Director of Community Development

Address: P.O. Box 1170

San Luis, Arizona 85349

Telephone:

928-341-8584

## CONTRACTR

Ms. Kari Hogan

Chief Administrative Officer

802 E. 46<sup>th</sup> Street

Tucson, Arizona 85713

520-770-2500

## D. SPECIAL CONDITIONS

None

## E. CONTRACTOR RECOGNITION

The Contractor shall insure recognition of the role of the city in providing services through this Contract. All activities, facilities and items utilized pursuant to this contract shall be prominently support provided herein in all publications made possible with funds made available under this contract.

## F. INDEPENDENT CONTRACTOR

Nothing contained in this AGREEMENT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this AGREEMENT. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and /or medical insurance and Workers' Compensation Insurance as the Contractor is an independent contractor.

## G. WORKERS COMPENSATION

The Contractor shall provide Workers' Compensation Insurance or a comparable insurance coverage for all of its employees/participants involved in the performance of this contract.

## H. GENERAL CONDITIONS

1. Payment: It is expressly agreed and understood by the City that the total amount to be paid to the Contractor under this contract by the City shall not exceed \$26,000.

2. Time of Performance: **This AGREEMENT shall take effect on the 1<sup>st</sup> day of July 2016 through and including the 30<sup>th</sup> day of June 2017.**

3. Insurance and Bonding: The Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond coverall all employees' in an amount equal to cash advances from the City.

4. Subcontracting: None of the services covered by this AGREEMENT shall be subcontracted without prior approval by the city.

5. Maintenance and Availability of Records: in connection with the AGREEMENT, the Contractor shall maintain all accounting, client records, papers maps, photographs, other documentary materials, and any evidence pertaining to costs incurred.

6. Such records shall be furnished and available for inspection by the City.

7. Such records shall be available at the Contractors offices at all reasonable times during the contract period. If it is a claim, investigation, or litigation that is pending after what is assumed to be final payment that in effect cancels the final payment date. The retention period will not begin until final settlement of the claim, investigation, or litigation.

8. Contract Amendments/Revisions: Any changes to the Scope of Work or dollar amount of this AGREEMENT require prior written approval from the City.

9. Suspension and Termination: With notification to Contractor, City may terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any funds at its discretion if the Contractor:

a. Violates any provision of this AGREEMENT; OR

b. Fails to complete performance in a timely manner

The City may also terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, by giving the Contractor 30 days' written notice.

10. Audits: The Contractor shall comply with the audit requirements set forth in Office of Management and Budget (OMB) Circular A-133.

IN WITNESS WHEREOF, the City and the Contractor have executed this AGREEMENT, as of the last date written below.

City of San Luis

Contractor

By \_\_\_\_\_

By \_\_\_\_\_

Title: City Manager

Title:

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest:

City Clerk \_\_\_\_\_

Approved as to form:

City Attorney \_\_\_\_\_