

FUNDING AGREEMENT

Agreement (the "AGREEMENT") made this _____ day of November, 2017, between Portable Practical Education Preparation, Inc. ("PPEP") (herein after referred to as "CONTRACTOR") of having its main administrative address at 802 E. 46th Street, Tucson, Arizona and the City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 East Union Street, San Luis, Arizona (herein after referred to as CITY"). CONTRACTOR and CITY may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

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, 2017 to June 30, 2018
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.

1. No Agency Created. It is not intended by this Agreement to, and nothing contained in this agreement shall, create any employer-employee, partnership, joint venture or other similar arrangement between the CONTRACTOR and the CITY.
2. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, no person or entity not a Party shall have any right or cause of action under this Agreement.

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 1st day of July 2017 through and including the 30th day of June 2018.**
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 cover 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.

I. PROVISIONS REQUIRED BY ARIZONA LAW

1 Conflict of Interest. Under Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. §38-511.

2 Employment Eligibility. CONTRACTOR warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect the papers of Developer to ensure that Developer complies with this warranty.

3 Boycott. CONTRACTOR certifies that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01. The undersigned understands this certification will become public record under A.A.C. R2-7-C317.

[Intentionally left blank, signature page follows]

The CONTRACTOR and the CITY have executed this AGREEMENT the day and year set forth above which is the day the last Party approved this AGREEMENT.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Portable Practical Education Preparation, Inc.

Signature

Print Name

Print Title