

AGREEMENT

This agreement ("Agreement") is effective July 1, 2019 between Portable Practical Education Preparation, Inc. ("PPEP"), a domestic non-profit corporation organized under the laws of Arizona, 802 East 46th Street, Tucson, Arizona 85713 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 85336 and its U.S. Postal Service for mail delivery address at P.O. Box 1170, San Luis, Arizona 85349 ("City"). PPEP and the City may be referred to singularly as the "Party" and collectively as the "Parties."

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 PPEP to utilize such funds in PPEP's existing YouthBuild Program; and

WHEREAS, the City wishes the YouthBuild Program to serve and graduate students who are residents of San Luis by June 30, 2020.

NOW, THEREFORE, In consideration of the matters described above, and of the mutual benefits and obligations in this Agreement, the Parties agree as follows.

A. STATEMENT OF WORK

1. Name of Activity: YouthBuild Program
2. Description: (see ATTACHMENT). The YouthBuild program proves 10 months of construction training for career pathway development, a national credential certification with the National Center for Construction Education & Research (NCCER), First Aid certification, ten (10) Occupational Safety and Health Administration (OSHA) certifications, a \$1,568.00 AmeriCorps Scholarship to college good for 7 years, job placement, and extensive case management and support services. In addition they receive a \$600.00 per month stipend while in the program to help pay for other needs to sustain their families.
3. Funding Agreement Total: \$30,000
4. Term: July 1, 2019, to June 30, 2020
5. Number served: 20 YouthBuild enrollees are residents of San Luis, and another 20 students will begin the 10-month program in February of 2020. For staffing salaries for teachers, construction trainers, supervisors, case managers, and credential and

leadership staff alone it costs \$14,315 per student to educate and train in the YouthBuild program. Per-student expense costs close to \$17,000 per student if supplies, uniforms, tools, book, internet, etc. were considered. This is a bargain as the Department of Labor allows up to \$18,000 per student due to the program intensity and to achieve the stated program goals. The contribution of the City will help defray the cost of educating the 20 students expected to graduate this fiscal year ending June 30, 2020 and the 20 who will start but not finish until the next fiscal year in November of 2020.

B. PERFORMANCE MONITORING

The City will monitor the performance of PPEP against goals and performance standards under this Agreement. Substandard performance, as determined by the City, will constitute noncompliance with the Agreement. If PPEP does not correct such substandard performance within a reasonable period of time after being notified by the City, the City will initiate contract suspension or termination procedures.

C. NOTICES

Communication and details about this contract shall be directed to these contract representatives:

For the City

City Manager
1090 East Union Street
San Luis, Arizona 85336 (for physical address) and
P.O. Box 1170
San Luis, Arizona 85349 (U.S. Postal Service for mail delivery)

For PPEP
Ms. Kari Hogan
Chief Administrative Officer
802 E. 46th Street
Tucson, Arizona 85713
520-770-2500

Any business communications regarding this Agreement may be provided by email.

All legal notices or demands related to this Agreement must be provided in writing and sent to the receiving Party at the address above. All notices to be given under this Agreement by either Party to the other shall be considered validly given and fully received when made in writing and delivered or refused delivery by major commercial delivery courier service or mailed, so it requires signature by the recipient or by process service. Either Party may from time to time designate in writing and deliver in a like manner a change of address. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

D. SPECIAL CONDITIONS

None

E. PPEP RECOGNITION

The PPEP shall ensure recognition of the role of the City in providing services through this Contract. All activities, facilities and items utilized under this contract shall be prominently displayed in all publications made possible with funds provided under this contract.

F. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended to or shall be construed as creating or establishing the relationship of employer/employee between the Parties. PPEP shall at all times remain an independent contractor regarding the services to be performed under this Agreement. PPEP shall be responsible for all employer responsibilities, including but not limited to the payment of Unemployment Compensation, FICA, and Workers' Compensation Insurance.

Rights of PPEP as independent contractor include but are not limited to control of the work, manner and methods of the work, and the right to contract with other employers.

Rights of the City include but are not limited to inspection and approval of the work and the right to contract with others to perform the work.

G. GENERAL CONDITIONS

1. Payment: It is expressly agreed and understood by the City that the total amount to be paid to the PPEP under this contract by the City shall not exceed \$30,000.

2. Time of Performance: **This Agreement shall take effect on the 1st day of July 2019 through and including the 30th day of June 2020.**

3. Insurance and Bonding: PPEP 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 or assigned without prior written approval by the City.

5. Maintenance and Availability of Records:

a. Regarding this Agreement, PPEP shall maintain all accounting, client records, papers maps, photographs, other documentary materials, and any

evidence pertaining to costs incurred.

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

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

6. Financial Review. If the City desires a financial audit by a certified public accountant of the PPEP's financial records to verify the use of City funds according to the terms and audit. PPEP will not be responsible for the cost of such an audit if requested by the City and are entitled to a copy of any resulting reports received by the City.

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

8. Suspension and Termination: With notification to PPEP, 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 PPEP:

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 PPEP 30 days' written notice.

9. Audits: PPEP shall comply with the audit requirements in the Office of Management and Budget (OMB) Circular A-133.

10. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement. No waiver and no modification shall be effective unless it is in writing signed by the Parties, and then only to the extent expressly set forth in such writing.

11. Severability. If any provision of the Agreement is declared void or unenforceable by a Court of Competent Jurisdiction or by operation of legislation, such provision shall be severed from this Agreement. The remainder of this Agreement will not be affected by that invalidity or unenforceability, and each provision of this Agreement will be valid and will be enforced to the extent permitted by the law.

12. Governing Law. The laws of the State of Arizona shall govern the interpretation

and enforcement of this Agreement.

13. Venue. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in the State of Arizona. In such legal action, the Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

14. Attorneys' Fees and Costs. If any Party finds it necessary to bring any action at law or other proceeding, including but not limited to arbitration, against the other Party to enforce any of the terms, covenants or conditions in this Agreement, or for any breach or default under this Agreement, the Party prevailing in any such action or other proceedings shall be paid all reasonable costs, reasonable financial services fees and reasonable attorney's fees by the other Party. In the event any judgment is secured by said prevailing Party, all such costs and attorney's fees shall be included in the judgment, such fees to be set by the court and not by jury.

15. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a Party shall have any right or cause of action under this Agreement.

16. No Agency Created. It is not intended by this Agreement to, and nothing in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.

17. No Personal Liability. No member, official or employee of the City shall be personally liable to PPEP, or any successor or assignee, (a) if any default occurs or breach by the City, (b) for any amount which may become due to PPEP or its successor or assign, or (c) under any obligation of the City under this Agreement.

18. Time is of the essence. Time is of the essence in this Agreement.

19. Force Majeure. If DEVELOPER or City are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by exercising reasonable diligence. This includes, but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.

20. Headings. The descriptive headings of the paragraphs of this Agreement are

inserted for convenience only, and shall not control or affect the meaning or construction of the provisions of this Agreement.

21. Compliance with the Law. PPEP shall comply with all laws. Including but not limited to:

a. PPEP shall maintain a City of San Luis, Arizona business license. The Business License Application is available online at <https://www.sanluisaz.gov/137/Business-License-Division>, and the telephone number is (928) 314-9119.

b. PPEP expressly agrees that it shall be solely responsible for supervising its employees; that it shall comply with all rules, regulations, orders, standards, and interpretations promulgated under the Occupational Safety and Health Act of 1970 and any occupational safety and health act of Arizona; includes but not limited to training, provision of personal protective equipment; adherence to all appropriate lockout tagout procedures and providing all notices, safety data sheets, etc., as required by the right-to-know standard.

c. e-verify. Under A.R.S. § 41-4401:

- i. PPEP warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A;
- ii. that a breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract; and
- iii. that the City retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph i.

22. Conflict. The Agreement is subject to the cancelation for conflict provisions of A.R.S. § 38-511(A)

21. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement.

22. Entire Agreement. This Agreement, including its attachment, which is incorporated herein by this reference, constitutes the entire Agreement between the Parties.

23. Counterparts. This Agreement may be executed in one or more counterparts, each

of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

24. Ratification. Acts, taken under this contract, but prior to its execution are hereby ratified and confirmed.

[Intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement in Yuma County, Arizona the date the last Party signed this Agreement.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

**Portable Practical Education
Preparation, Inc.**

John David Arnold, Ph.D., CEO

Date: _____

Project Design

From day one, the emphasis of the program will be on success! During the first two weeks of the program youth will attend a two-week orientation and mental toughness training that will foster team building and outline the importance of setting goals, why education is important and community service learning. The orientation will describe how students can achieve success and what it will take to complete the program successfully. It will include community service and leadership, learning expectations, program rules/policies, education processes, testing, along with other program and construction safety measures needing to be followed. Vocational and educational assessments will be given during the first two weeks of the program, and career assessments to establish baselines for each youth's individual education plan and career development plan. An outline of the program and contract requirements will also be reviewed between the student and the staff of the YouthBuild program. Once students are enrolled in the program and baseline testing reviewed, staff will work to assess and identify barriers, while creating each individual plan; therefore, beginning the process for GED achievement and other industry recognized certifications.

In the beginning, it is imperative that youth understand the use and dangers of working with a variety of tools used in construction. Prior to beginning work on the construction site, youth will be trained on tool usage and tool safety. Construction supervisors will incorporate related academic materials to show the relationship between what is learned in the classroom under NCCER credentialing and the ability to do the job. This will help youth begin to tie the two areas together and how each applies when learning construction. To enhance learning, each cohort will be divided into two (2) groups, enabling them to alternate between the academic classroom and the construction site, and using the remaining 10% of their time participating in youth leadership development and community service learning activities over the 10-12 month program period. During each week the two groups will alternate between academic classes and the construction site from Monday – Thursday. Classroom will consist of a 7 hour day, Construction will consist of a 6 hour training/work day, and Friday's will be designated for community services activities, additional classes for credentialing/workshops, field trips, and community presentations for a total of 8 hours.

The program is challenging and rigorous, enabling students to draw on their experiences (Experiential Learning Model), reinforcing the learning process. The following activities will enhance our ability to meet the established performance goals of the YouthBuild program:

- Study and earn GED Certificate through approved educational curriculum and approved state testing

- NCCER industry recognized certification for required certification (received at the end of the program)

- OSHA certification training (industry recognized certificate)

Individual Employment Plan development and intensive case management for job placement in education or a job upon program completion

Tours of local Universities and Community Colleges that include information on FAFSA applications and Pell Grant information

Testing throughout the program to document literacy/numeracy gains

Student workshops on resiliency and other work related topics

Mock interviewing and interview techniques

Follow up every 30 days upon program completion for documented retention in job placement, educational placement, and reduced recidivism

Partnerships are a critical component of YouthBuild. Therefore, PPEP continues to partner with the Comité de Bien Estar for qualified construction projects, Arizona Western College for NCCER credentialing, and Campesinos Sin Fronteras for additional job readiness training. We also partner with PMHDC Micro Enterprise for Business development opportunities, the Cities of San Luis for community events, YouthBuild AmeriCorps for additional opportunities in community service and to achieve educational awards, and to the local American Job Centers for co-enrollment activities for additional employment and placement services.

Overall, The YouthBuild program is a 10 month program that offers secondary education, vocational education, certifications, national credentials, and college scholarships to students that enter the program and complete. Through a comprehensive GED program that incorporates online learning and classroom for blended learning to earn a high school diploma, students study and are able to obtain their diploma within the 10 month program. If they do not, they will then continue until it is achieved. In conjunction with the GED Program, students are also enrolled in a construction vocational education track, where they are building houses from the ground up with experienced construction supervisors and community housing partners. This is also tied into AmeriCorps, where each student is entered and participates in 450 hours of community services to earn a post-secondary scholarship that is good for 7 years once they complete the program. Because youth are working with housing partners to build low income affordable houses, it is also considered a part of their community services and giving back to the community. In addition, students will be involved within the community to offer community service and engage in multiple projects in the betterment of the community. Students will also attend college leadership classes, a National Construction credentialing class, and obtain certification in first aid, CPR, and OSHA 10 safety. Students are involved in a rigorous schedule for 10-12 months to complete all of their studies and prepare for future endeavors that include college attendance and direct job placement activities. Students are engaged in their community and also attend conferences for youth leaders and are a part of the local youth LULAC chapter.

Attachment B: Construction Training Plan

Training Plan YouthBuild San Luis	
Summary of Project	<p>YBSL will work with licensed construction partners to build new affordable housing, rehabilitate multi-family housing projects for very low and low income individuals, incorporate NCCER curriculum for Pre-Apprenticeship, and teach GED common core curriculum for GED diploma. Through this process students will develop the necessary soft skills and work related skills for employment or post-secondary education once completing the program.</p>
Training Scope Including Objectives , Goals	<p>Objectives for construction and education training include working toward pre-apprenticeship credentials, gaining job experience for opportunities that increase wages, obtain education credentials for post-secondary opportunities, provide community interaction for partnership development and leadership opportunities, and to avail mentoring opportunities for positive interactions with adults.</p> <p>Goals for Construction and Education Training</p> <p>70% of Youth will obtain their GED credential</p> <p>75% of Youth will obtain job placement or attend post-secondary education</p> <p>75% of youth will obtain NCCER certification</p>
Training Strategy	<p>YBSL uses a strategy that offers reinforcement of learned information between class and worksite. Curriculum from the classroom is tied to learning on the job site and lessons are repeated through hands on</p>

	<p>experience. Youth will be trained in cohorts split into two groups. Each group will spend 1 week studying for GED in computer equipped classrooms and 1 week week on the construction site, for the remainder of the program they will continue to alternate each week between construction and classroom learning. Students will spend no less than 6 hours in class and on construction sites. These techniques will allow for a better grasp of information learned in the classroom and on site. Each Friday, 8 hours will be set aside for community service projects, other activities/presentations, NCCER classes and leadership development for approximately. Online testing will occur bi-weekly to assess youth progress. Each student will spend 32 hours per week at the YBSL program. Each cohort will be in session for an 11 month period and earn a \$600.00 per month stipend.</p> <p>Post Program Follow will occur after each cohort completes for a one year period and continue until performance measures are met.</p>
<p>Roles and Responsibilities</p>	<p>The Program Director will oversee program, project development, budgeting, and reporting to ensure training and program requirements are met. They will oversee all student enrollments, interviews and hiring of qualified staff to train in construction and education. They are responsible for partnership development, service coordination, partner relationships and weekly meetings. Construction Supervisors will oversee all construction training and have mastery level skills. Construction supervisors will conduct on-site safety training, will establish rules for</p>

	<p>communication, and communicate safety issues with partner organization site supervisors. Construction supervisors will be responsible for sustaining worksite schedules and amending if scheduling issues arise and report to the program director. NCCER training and certification will be done by certified construction instructors through Arizona Western College. The director will work with the college to get this person on board and students enrolled in the NCCER program within the initial development period. GED Instructors will oversee classroom instruction for GED Common Core attainment and work with students on Computer based learning. Instructors will work to incorporate NCCER materials with GED learning. GED instructors will have teaching credentials. Program Coordinator will be responsible for continued partnership development, community service activities, coordination with youth and staff, program/partner relations, jobsite coordination, activity coordination, and acquire all necessary documentation. The Youth Navigator will be responsible for all case management and support services to the youth will attending the program. This position will work with the colleges to fill out FASFA information if attending college when completing the program and will help with job placement for full time employment</p>
<p>Contingency Plan</p>	<p>If for any reason students cannot be onsite, trips with local universities, colleges, or other field trips/presentation are scheduled. Community Service projects are continuously scheduled and can replace potential down time. Though we do not plan on staff vacancy, contingencies are</p>

	<p>available because of the availability of 2 construction supervisors. If any were to leave, the others can cover until positions are filled. Because of relationship development with the local NFJP and HEP programs there is back up available for GED instructors, if the program were to lose its instructor until another could be hired. In addition, other housing partnerships are in the works with Housing America and Housing Authority of Yuma for new construction and rehab activities.</p>
<p>Training Materials, Design, and Standards</p>	<p>YBSL uses certified NCCER curriculum for accreditation in partnership with Arizona Western College/YPIC. Training materials are provided by the college and the certified instructor. GED materials are sought from the GED testing center and are approved education materials by the department of education, and meet common core standards for practice testing and learning. Official testing is provided by the community college. In addition, the YBSL is looking into advanced curricula to add for STEM education.</p>
<p>Restrictive Covenant Clause</p>	<p>Not Applicable. No DOL YouthBuild funds will be used for construction.</p>