

AGREEMENT

This agreement (“Agreement”) is entered into this ____ day of May, 2022 and is effective July 1, 2022 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 and the health care training for medical assistants and for nutritionists 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, 2023;

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 and training for medical assistants and nutritionists.

2. Description: (see Exhibit A which is incorporated into this Agreement by this reference.). The YouthBuild program provides 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, each PPEP student receives a \$600.00 per month stipend while in the program to help pay for other needs and to sustain their families.

3. Funding Agreement Total: \$30,000

4. Term: July 1, 2022, to June 30, 2023

5. Number served: Under this Agreement 24 students shall be residence of San Luis, Arizona. 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 students expected to graduate this fiscal year ending June 30, 2023 and those who will start but not finish until the next fiscal year in November of 2023. In addition, the fund may be used education opportunities for San Luis residents for medical assistants and nutritionists.

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, notices and other 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 2022 through and including the 30th day of June 2023.**

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 PPEP 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 Educational
Preparation, Inc.**

John David Arnold, Ph.D., CEO

Date: _____

Exhibit A



Portable Practical Educational Preparation, Inc.

Multi Service Center

802 E. 46th Street

Tucson, Arizona 85713

(520) 622-3553

Toll Free: (800) 376-3553

FAX: (520) 622-1480

Internet Address: ppep.org

E-Mail Address: ppep@ppep.org

John David Arnold, Ph.D.

Chief Executive Officer & Founder

“Si Se Puede”

Gertha Brown-Hurd

President

November 8, 2021

Dear Mayor, Council & City Administrator:

First, I would like to take this opportunity to thank all of you again for your continued support of the PPEP YouthBuild Program. We are now heading into our 20th year of operation and could not have accomplished what we have done without the commitment of our community and the partnership with the City of San Luis

In these past years, we have worked to impact the lives of at-risk youth in a positive way, bringing education, training, job placement and college opportunity to those living in the South County area and specifically San Luis. **Looking to program year 2022-2023 we are looking to enroll a total of 30 youth, and 80% of youth will reside in the San Luis area** and be served under the YouthBuild/AmeriCorps program located in San Luis, Arizona. Now that the Pandemic seems to be behind us, we are hoping to see an increase in our enrollments.

This past year, the city was very generous with a funding amount of **\$30,000; therefore, we would like to request the same amount of funding (30,000) for the coming year to match the AmeriCorps program**, which allows each youth participant to leave the program with a 1600.00 college scholarship. This funding by the city, in conjunction with other fundraising efforts, helps the program to meet our Match requirement of **\$50,000**. With these funds, we can provide for additional youth training and program services by leveraging other grant funds and fundraising for certification and skill development. The City of San Luis funding helps to defray uniform costs, boots, training tools, transportation, education materials, testing costs, certification courses, and staffing, as each student enrolled in the program, costs on average 14,315 to educate and participate in skill development training.

Program Description: Education and Training Services for 2022-2023

Over the past 20 years, PPEP has served over 300 youth with an 80% completion rate and an attendance rate consistent at 92%. The GED completion rate is consistently between 78% and 80% and an 80% placement rate for students working or going to full time college. **Although in 2020, it left us with reduced numbers due to the Pandemic, a total of 14 student completed the program and in our current program (2021) we have 21 youth enrolled and are still enrolling through December.** With all things considered, PPEP has stayed on course, even in the midst of a pandemic; put in place funding sources and continued to meet critical outcomes per their larger grant requirements under USDOL. We continue to strive to increase these percentages and provide leadership development for youth in the San Luis area. **Over the past 20 years we have completed over 160 housing rehab projects, constructed 60 new homes for low-income residents**

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of the San Luis community and provided over 128,000 hours of community service, with the bulk of service done in the City of San Luis.

We continue to partner with many community organizations to provide community service activities that are worthwhile and give a wide variety of positive experiences for youth and community members. We continue to build low-income affordable housing and assist in rehab projects for those in need.

The YouthBuild program is designed to alleviate and minimize the common obstacles to a student's success through bilingual services, flexible and convenient times of services, transportation to both direct and linked services, and supportive services for a student and their family members. Through a multi-service approach, we can provide additional employment opportunities, job-training and even housing opportunities that can augment students' chances of successfully completing the training program and continue to improve their situations after leaving the program. Individuals enrolling in PPEP's YouthBuild program also co-enroll in programs like the National Farmworker Jobs Program (NFJP), YPIC WIOA Youth Programs, and Community Service Block Grant program for extensive wrap around services in the support to youth and their families. We maintain a network of partnerships within the communities to provide other services and **this coming year we have added Healthcare training tracks to the YouthBuild program. Through this new initiative, we have partnered with Regional Center for Border Health to offer YouthBuild students training opportunities in Medical Office Assistant and Nutrition, along with Construction and Community Service Activities.**

We believe together through the YouthBuild program, we can help to instill value, promote partners, promote community efforts, increase the Return on Investment (ROI) and offer career pathways in construction and healthcare through constructive programming and civic engagement in the building of low-income housing and home rehab and now training in healthcare fields. It continues to take a village to make positive change, and we cannot do it alone. Together, with the City of San Luis, we can make a difference in the lives of young people and their families and our community. It is because of the past investment by the City of San Luis, that we can leverage additional funding sources, add career pathways, increase enrollments, and provide a stipend of 650.00 per month to youth participating in the program so they stay on track with education and training goals, without worrying where their next meal will come from.

The program continues to be challenging and rigorous, enabling students to draw on their experiences (Experiential Learning Model), and reinforcing the learning process. The following activities will continue to 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)
- First Aid/CPR certification
- Healthcare certifications (for those who enter this training component)
- 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


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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

If you have any questions or need further documentation, please feel free to contact me at any time. We believe in this program and guarantee a Return on Investment to everyone who collaborates with this worthwhile program. My information is below.

Sincerely,



Kari Hogan
Deputy CEO
PPEP, Inc.

Office: 520-770-2500

Cell: 520-603-5416

Email: khogan@ppep.org