

Sample CWSP Agreement – Must Be Scope Specific

**City of Tucson
Community Workforce Skills Program (CWSP) Agreement
(Contract No.)**

THIS AGREEMENT is made and entered into this ___ day of _____, 20___, by and between the City of Tucson, a municipal corporation hereinafter called the “City” and the _____, an Arizona nonprofit corporation hereinafter called “___” or the “Agency.”

WITNESSETH

WHEREAS, it has been determined that the activities of the Agency are in the public interest, and are such as to improve and promote the public welfare of the City; and

WHEREAS, the Mayor and Council have determined, pursuant to Mayor and Council Resolution 22168, that to financially participate in the promotion of the activities of the Agency in return for work and services received from the Agency is a significant public purpose in that the activities confer direct benefit of a general character to a significant part of the public,

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

Section 1: Statement of Purpose

This agreement between the City of Tucson and _____ provides City _____ Department payment for corresponding work and services received from the Agency and performed by employees of the Agency participating in workforce skills development program(s). This workforce development opportunity will provide better trained and skilled individuals in the community to satisfy the needs of current and future businesses serving the Tucson community.

Section 2: Scope of Work/Services to be Performed by the Agency

The Agency will:

- (insert bullet tasks/deliverables)
- (insert safety/PPE, tools and equipment Agency will provide)
- Agency’s point of contact regarding this work is:
 - (insert name, title, email, and phone(s))

Performance Time Frame and Milestones
(list steps/actions and planned dates)

Agreed Price and Schedule of Payments
(list breakdown and total as applicable)

Section 3: Services to be Provided by The City

The City will:

- (insert bullet list of City actions)
- (insert safety/PPE, tools and equipment Department will provide)
- In return for the Agency services (Section 2 above), the City's _____ Department will pay the Agency in accordance with the Section 2 above Schedule of Payments as set forth in Section 13 below.
- City's point of contact for all aspects of this agreement is:
 - (insert name, title, email, phone(s))

Section 4: Responsibility for Open Records

The Agency agrees to make open to the public all records relating to any funds directly received from the City that the Agency distributes to other organizations or individuals.

Section 5: Evaluation and Reporting

Evaluation

The City's _____ Department will evaluate the Agency's conformance with the agreed scope of work/services and schedule and price (Section 2 above) upon agency's request for payment(s). If in conformance the payment will be immediately processed. If not in conformance the agency will be provided a specified period of time to cure the non-conformance before the City rejects the payment request.

Reporting

The Agency will submit to the City of Tucson's Director of the _____ Department and the Director of the General Services Department (GSD) a report at the completion of work or at the end of a specified performance period, including the following:

- Completed work hours by labor category
- Assessment of value of the work in developing workforce skills

- Assessment of effectiveness of interactions with their customer City department(s)
- Recommendations for Program improvement

The report may include narrative that further describes program impacts and provides examples of success stories.

Section 6: Accountability

The Agency shall maintain a true and accurate accounting system which meets generally accepted accounting principles and which is capable of properly accounting for all expenditures and receipts of the Agency on a timely basis. In addition, the Agency shall maintain evidence of its compliance with the nondiscrimination provision of this Agreement.

The Agency's accounting system shall permit separate, identifiable accounting for all services provided to the City pursuant to this Agreement. And invoice the City for work and services completed no more frequently than every-other-week.

Section 7: Matching Grants

The Agency agrees to obtain approval from the City, through the Director of General Services Department, prior to applying for any matching grants involving the commitment of City funds.

Section 8: Nondiscrimination

The Agency, in its employment policies and practices, in its public accommodations and in its provision of services shall obey all relevant and applicable federal, state and local laws, regulations and standards relating to discriminations, biases and/or limitations such as, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Arizona Civil Rights Act, the Arizonans with Disabilities Act, the Human Relations provisions of the Tucson Code, and the Mayor and Council policy adopted on September 25, 2000, prohibiting the direct or indirect grant of discretionary City funds to organizations that have a policy of exclusionary discrimination on the basis of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status or marital status. See Administrative Guidance Re: Non-Discrimination Policy for Programs Funded by the City of Tucson, attached and incorporated herein by this reference.

Section 9: Subrecipient Funding Agreements

The Agency agrees to include in all its subrecipient funding agreements the nondiscrimination provision contained in Section 8 herein.

Section 10: Term of Agreement

This Agreement between parties as described above shall be effective from ___ to ____.

Section 11: Payment Withholding, Reduction or Termination

The City may withhold whole or part of the scheduled payment, reduce, or terminate allocations to the Agency if:

- A. Services were not rendered, or
- B. The Agency failed to supply information or reports as required, or
- C. The Agency is not in compliance with agreed upon disbursement documentation and/or other project performance, or
- D. The Agency failed to make required payments to subcontractors, or
- E. The City has reasonable cause to believe the Agency is not in compliance with the nondiscrimination clause of this Agreement.

Such payment reductions or payment termination may result in the Agency receiving a lesser total City payment under this Agreement than the payments agreed to (Section 3 above). If reasons for withholding payments have been corrected to the satisfaction of the City, any amounts due shall be processed.

Section 12: Termination of Agreement

This Agreement may be terminated at any time by mutual written consent, or by either party giving thirty (30) days written notice to the other party, or at such time, as in the opinion of the City, the Agency's performance hereunder is deemed unsatisfactory.

Section 13: Method of Payment

The funding agreed to in Section 3 shall be paid to the Agency for services as outlined in Section 2. Agency invoices shall be submitted to and approved by _____ (enter customer City Department) _____ prior to payment processing.

Section 14: Indemnification

The Agency agrees to indemnify, defend and save harmless the City, its Mayor and Council, appointed boards, committees and commissions, officers, employees, volunteers and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogations, attorney’s fees, or actions of any kind and nature resulting from personal injury to any person, including employees of the Agency or of any subcontractor employed by the Agency (including bodily injury and death); claims based upon discrimination and/or violation of civil rights; or damages to any property, arising or alleged to have arisen out of the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. Workers’ Compensation insurance and/or self-insurance carried by the City does not apply to employees or volunteers acting in any capacity for the Agency.

Section 15: Insurance

The Agency agrees to:

- A. Obtain insurance coverage of the types and amounts required in this section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Comprehensive General Liability Insurance policy will include the City as an additional insured with respect to liability arising out of the performance of this Agreement.
- C. The Agency will provide and maintain minimum insurance limits as follows:

<u>COVERAGE AFFORDED</u>	<u>LIMITS OF LIABILITY</u>
1. Workers’ Compensation	Statute
2. Comprehensive General Liability Insurance – Including Personal Injury Coverage	\$1,000,000 – bodily injury and property damage combined single limit
3. Comprehensive Automobile Liability Insurance – Including Hired and Non-owned vehicles	\$1,000,000 – bodily injury and property damage combined single limit

- D. The Agency shall adequately insure itself against claims based upon lawful discrimination and violation of civil rights. The City shall be an additional insured on the policy providing such coverage. The cost of this insurance shall be borne by the Agency.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

CITY OF TUCSON, a municipal corporation

BY: _____
(Type name and title), As City Manager and not personally

AGENCY, an Arizona nonprofit corporation

BY: _____
(Type name and title), As Agency Representative and not personally

APPROVED AS TO FORM this

_____ of _____, 2013

(Type name and title), for City Attorney and not personally