



City of Tucson

Community Workforce Skills Program (CWSP)

Application for CWSP Eligibility

Applicant _____
Organization's Official Name

Address _____
Number, Street, City, Zip Code

Primary Contact _____
Name, Title, email address, and best phone number

Secondary Contact _____
Name, Title, email address, and best phone number

List of Services and Types of Work Offered (insert bulletized list)

Type of Organization (describe succinctly; examples: Educational–Public Funded; Service–Non-Profit; Charity–Non-Profit, and attach supporting certification/tax documentation as applicable)

Insurance (provide list of applicable insurers and levels of insurance coverage for General Liability, Employee Accident, Employee Workers Compensation, and Motor Vehicles)

Certifications

By my signature below I, (insert your name), hereby certify that:

- A. I am officially authorized to represent and commit the applicant organization contractually and financially in any and all matters related to participation in the City of Tucson's CWSP.
- B. I have read and understand the attached CWSP Resolution and Sample Agreement.
- C. My organization (insert organization name), tax ID (insert Tax ID), will directly employ all individuals supervising and/or performing work pursuant to the City of Tucson's CWSP. We will comply with all applicable labor laws.

- D. My organization (insert organization name) has and will maintain all insurances indicated above, at the above levels, throughout the terms of all agreements related to the CWSP.
- E. All information and statements above are thorough and correct effective the date of my below signature.

Signature _____ Date _____
Typed Name and Title: (insert Name and Title)

City Review

(This section is for City of Tucson use, only)

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. Review | | |
| a. Conformance with Resolution 22168 | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Safety Office Acceptance | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Risk Manager Acceptance | <input type="checkbox"/> | <input type="checkbox"/> |
| d. City Attorney Acceptance | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Full Compliance | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Areas of Non-Compliance (list below): | | |

2. Director of General Services Department Recommends Eligibility

Signature _____ Date _____
Typed Name and Title: (insert Name and Title)

3. City Manager Approves Eligibility

Signature _____ Date _____
Typed Name and Title: (insert Name and Title)

Attachments: CWSP Program Information
City of Tucson Mayor and Council Resolution 22168
Sample CWSP Agreement

CWSP Information

Program Summary

The CWSP was approved by the City of Tucson Mayor and Council on December 2, 2013 by Resolution 22168 (copy attached). The program enables individual City Departments to enter into work-scope-specific CWSP agreements (sample attached) with local nonprofit agencies/organizations operating workplace skills development programs for youths, young adults and/or veterans transitioning from military to civilian employment.

Each agreement will require the eligible entity to perform specific work with individuals employed by the entity in training/development programs. Agreements will be jointly established by the applicable City department needing the work and the entity. Applicable City departments will provide initial indoctrination/training to the entity's work team/crew on the specific work requirements and City expectations for success. Applicable City departments will pay for the agreed services within their annual budgets.

Application Process

The City's Director of the General Services Department (GSD) facilitates the CWSP on behalf of the City Manager. The Director determines the administrative requirements including application and eligibility determination procedures, facilitates agreements, and coordinates with the City Manager's Office to get approvals and signatures on each agreement.

Entities interested in participating in the CWSP must submit this application to the Director of the General Services Department by email at GSD1@tucsonaz.gov. No specific timeframes or dates are set for consideration; each application will be considered as it is received.

Applications are screened for conformance with the Mayor and Council Resolution 22168. Conforming applications are then reviewed by City Safety, City Risk Management, and the City Attorney. Any discrepancies between an application and the Resolution and/or other requirements stated in the application will be referred to the Director to resolve with the applicant. If discrepancies cannot be resolved, the applicant is considered ineligible; future applications will be considered "new" and the review process will start over.

The Director endorses acceptable applications with a recommendation for City Manager's Office acceptance. Once the City Manager's Office signs the acceptance, the applicant is notified and put on the eligible list maintained by the Director.

The Director maintains the list electronically with a link through the City's internet home page. The Director notifies City departments of the entity's eligibility and capabilities. Interested departments will contact eligible entities and together develop CWSP Agreements. The Director will assist the parties with agreements and facilitate review and City Manager approval. No work or payment is authorized without a City Manager signed agreement.

- NOTES: 1) Acceptance as Eligible does not assure an entity City work.
Departments choose what work, if any, they direct to the CWSP.
- 2) Acceptance as CWSP Eligible in no way restricts or prevents an entity from applying for, or proposing on, City work outside the CWSP.

City of Tucson Mayor and Council Resolution 22168

ADOPTED BY THE
MAYOR AND COUNCIL

December 2, 2013

RESOLUTION NO. 22168

RELATING TO WORK FORCE DEVELOPMENT AND TRAINING; CREATING A COMMUNITY WORKFORCE SKILLS PROGRAM (CWSP) WITHIN THE CITY MANAGER'S OFFICE; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. ESTABLISHMENT OF PROGRAM.

(a) The Community Workforce Skills Program (CWSP) is established. The City Manager shall direct the program and the Director of the General Services Department (GSD) will facilitate the program on behalf of the City Manager.

(b) Any nonprofit corporation meeting the requirements of this Resolution may submit an application to the Director for consideration.

(c) The Program shall allow City Departments to accomplish work through eligible applicants consistent with applicants' capabilities and interests.

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SECTION 2. PROGRAM REQUIREMENTS.

(a) To be considered for eligibility into the Program, each Applicant must provide sufficient documentation showing that they service youth and young adults, including developing work and life skills through both classroom instruction and field training, with the objectives of improving individuals' job skills, teamwork, business skills, and supervisory skills.

(b) The Applicant must employ their workforce and provide supervision including, but not limited to, time keeping, payroll, attendance, performance assessment/evaluation, training, work assignments, safety training, and worksite accountability oversight.

(c) If accepted into the Program, the Applicant must enter into a Community Workforce Skills Agreement (Agreement) for a specific scope of work for a specific City Department.

(d) The Director shall, in consultation with the City Attorney and Risk Manager, set appropriate insurance requirements, workers compensation, and other protections necessary to safeguard the City's property and limit its liability. Use of City equipment, tools, or vehicles must be specifically allowed in the Agreement(s) and pre-approved by the applicable Department Director. The Department Director that is utilizing a particular Program participant shall be responsible for initial work demonstration and training, ongoing oversight, and budgeting for and making all payments per the applicable Agreement(s).

(e) The Director shall establish appropriate reporting requirements for each participant, department, and specific scope of work.

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SECTION 3. APPLICATION AND AGREEMENT PROCESS

(a) The Director shall establish the format of the application, the submission process, and other administrative requirements. The Director shall review each application for conformance with this Resolution, facilitate legal, safety, and risk management reviews, and make the applicable recommendation regarding approval for eligibility to the City Manager. The City Manager shall make the final determination of Program participants.

(b) Upon eligibility approval, the Director shall add the applicant to an established eligibility list. The Director shall make this list, and other Program information, available through the City internet site.

(c) The Director will facilitate matching of departments' needs with participants' capabilities and assist the parties in developing Agreements.

(d) Each Agreement shall not exceed \$100,000.00. The Department Director utilizing a Program participant must fund the Agreement from within existing budgeted departmental funds.

(e) Each Agreement will be reviewed by the Director prior to recommendation to the City Manager for approval and signature.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Resolution become immediately

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effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona December 2, 2013



MAYOR


ATTEST:



CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

REVIEWED BY:


CITY MANAGER


DLD/mgs
10/24/13

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

SAMPLE