Agreement
Between
The City Of Waterbury
And
The Cly-Del Manufacturing Company
For
Waterbury Career Academy High School
Manufacturing Externship/ Pre-Apprentice Program

This Agreement is made by and between the **City of Waterbury,** 235 Grand Street, Waterbury, CT, Department of Education, (the "City"), and **The Cly-Del Manufacturing Company,** a Connecticut domestic corporation, located at 151 Sharon Road, Waterbury, CT ("Cly-Del").

WHEREAS, the City has established a training and apprenticeship Program pursuant to Connecticut General Statute § 10-20a -§10-20c leading to a Connecticut career certificate ("Training Program") for qualified students ("Students"), attending Waterbury Career Academy High School for employment training and educational services.

WHEREAS, the City wishes to establish a career pathway program in coordination with Cly-Del leading to a Connecticut career certificate in accordance with Connecticut General Statute § 10-20a -§10-20c for qualified students attending Waterbury Career Academy High School to provide work-based instruction.

WHEREAS, Cly-Del has the ability to provide said work-based instruction, on the job training, work experience, training related to pre-employment and employment skills to be mastered at different levels as well as the facilities, equipment, and trainers necessary to provide the practical experience and training of specific skills of a trade or craft .and

WHEREAS, Cly-Del has agreed to provide said work-based instruction to qualified City of Waterbury Students.

NOW THEREFORE, it is agreed by and between the City and Cly-Del that:

A. The Parties Agree that:

1. This Agreement shall be effective for a five (5) year term beginning July 1, 2024 and shall terminate on June 30, 2029.

   1.1. The City reserves the Option, at its sole discretion and upon reasonable notice to Cly-Del for two (2) additional one (1) year terms.

2. It is mutually understood and agreed that neither City or Cly-Del shall receive or be entitled

to compensation in connection with this Contract.

3. City of Waterbury Students shall not be used to replace existing employees; reduce existing employees' hours, wages or benefits; or be employed in place of a laid off employee, subject to recall.
4. Waterbury Career Academy High School and/or Waterbury Public School Administration staff will have access to worksite records pertaining to this Agreement. This will include the student training program, payroll records and other related documents. Cly-Del shall provide access to the worksite to City staff for program monitoring.
5. All worksites shall comply with any and all applicable State or Federal Occupational Safety and Health Act (OSHA) standards, and all confidentiality or other laws applicable to this agreement.
6. The City and Cly-Del shall maintain and comply with non-discriminatory policies and practices of the City of Waterbury. The parties shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, national origin or citizenship status, age or handicap. Cly-Del agrees to comply with all Local, State and Federal laws, rules and regulations and Executive Orders pertaining to discrimination and equal opportunity requirements.
7. This Agreement shall be governed by the laws of the State of Connecticut.
8. All notices shall be in writing and delivered by hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Cly-Del:	Tanya Pereira The Cly-Del Manufacturing Company 151 Sharon Road Waterbury, CT
City:	Michael Harris, Principal Waterbury Career Academy High School 175 Birch St. Waterbury, Ct. 06704
With a copy to:	Office of Corporation Counsel 235 Grand Street Waterbury, CT 06702

B. Cly-Del will:

1. Comply with all State and Federal regulations, policies and directives, including but not limited to all applicable Federal and State wage and labor laws and regulations.
2. Pay each Student the minimum hourly wage set by the State of Connecticut or greater. Cly-Del shall maintain each Student's records of earning and deductions, such as income tax withholding, Social Security and Medicare deductions.

3. Comply with established payroll procedures and ensure that each Student is paid only for actual time worked.

4. Report any and all accident(s) involving students to the City within 24 hours of occurrence.

5. Notify the City regarding any problem or concern within 24 hours after being identified.

7. Maintain student evaluations on work performance and educational classes. Complete other program reports as requested by the City or State.

8. Immediately notify the City if the number of Student participants or activities included in this Agreement changes at any time during the program.

9. Maintain adequate and sufficient insurance coverages for all Student participants and other insurance as recommended by the City's Risk Manager or his designee. This shall include General Liability for bodily and property coverage and Workmen's Compensation coverage. Cly-Del shall furnish to the City certificate(s) of insurance verifying the above coverages.

10. Train worksite supervisors and provide the supervisor(s) with appropriate written materials to enable them to supervise Student participants. Said material may include but may not be limited to: a copy of this Agreement, orientation handbook(s), requirements of program and other pertinent materials.

11. Complete the "Training Outline" form, attached hereto as Schedule A, and return to the City.

13. Cly-Del shall have no obligation to provide said work-based training, if it does not have a need for an apprentice at any time during this Agreement.

14. Cly-Del shall provide instruction pursuant to CGS§10-20a, to the extent practicable, in all aspects of the manufacturing industry related to the academic, technical and employable skills in the manufacturing industry relevant to its "career cluster" or other manufacturers sharing the same general employable skills. This includes on–the-job training, supervision, student reviews and evaluations and any relevant community service or field trips.

15. Cly-Del shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Cly-Del shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

    15.1. Any and all materials contained in City of Waterbury student files that are entrusted to Cly-Del or gathered by Cly-Del in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Cly-Del shall be used solely for the purposes of providing services under this Agreement.

15.2. Cly-Del acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Cly-Del and City shall comply with the requirements of said statute and regulations, as amended from time to time and Cly-Del agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Cly-Del has no authority to make disclosures of any information from education records.

16. Criminal Background Check and DCF Registry Check. Cly-Del shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. Cly-Del shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. Cly-Del shall not permit any person with a disqualifying criminal history to have direct contact with a student. Cly-Del agrees the "direct contact" shall include Cly-Del and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

16.1. For all activities involving non-Board of Education facilities and/or buildings, Cly-Del shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

17. All data, information, etc. given by the City to Cly-Del and/or created by the Cly-Del shall be treated by Cly-Del as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. Cly-Del agrees to forever hold in confidence all files, records, documents and other information which may come into the Cly-Del's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Cly-Del disclosure is required to comply with statute, regulation, or court order, Cly-Del shall provide prior advance written notice to the City of the need for such disclosure. Cly-Del agrees to properly implement the services required in the manner herein provided.

18. Cly-Del shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of Cly-Del duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

19. Cly-Del agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

20. Cly-Del shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

21. Insurance. Cly-Del shall not commence work under this Contract until all insurance required under this Section 21 has been obtained by Cly-Del and such insurance has been approved by the City. Cly-Del shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

21.1. At no additional cost to the City, Cly-Del shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from Cly-Del's obligation under this Contract, whether such obligations are Cly-Del's, their subcontractor or person or entity directly or indirectly employed by Cly-Del or their subcontractor, or by any person or entity for whose acts Cly-Del or their subcontractor may be liable.

21.2 Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims

made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event or cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

21.3 The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Consultant:

21.3.1 General Liability Insurance:
$1,000,000.00 per occurrence
$2,000,000.00 aggregate
$2,000,000.00 Products and completed operations aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

21.3.2 Excess/Umbrella Liability:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate

21.3.3 Professional Liability/E&O:
$1,000,000.00 each Wrongful Act
$1,000,000.00 aggregate

21.3.4 Abuse/Molestation Liability:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate

21.4 Failure to Maintain Insurance: In the event Cly-Del fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Consultant's invoices for the cost of said insurance.

215 Cancellation: The City of Waterbury shall receive written notice of cancellation from Cly-Del at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

21.6 Certificates of Insurance: Cly-Del's General and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the

coverage and limits provided under the Cly-Del's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time Cly-Del executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.**" The City's request for proposal number must be shown on the certificate of insurance. Cly-Del must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

C. The City shall:

1. Appoint a City Coordinator to coordinate and monitor services under this agreement.

2. Provide information regarding dates of instruction, in accordance with the City school calendar and forecasts of Students being assigned to Cly-Del.

3. Authorize the City Coordinator to serve as liaison between the City and Cly-Del to achieve the objectives of the Training Program.

4. Ensure that all Students complete any required state Apprenticeship or Pre-Apprenticeship licensure and/or registration requirement forms and, upon request, provide a copy of the related license and/or registration documentation to Cly-Del.

D. The Parties Further agree:

1. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

   1.1 It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process

as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

1.2 It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

1.3 It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Cly-Del or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

1.4 The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

1.5 Upon a showing that a subcontractor made a kickback to the City, a prime Cly-Del or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

1.6 It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained,

or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

1.7 The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

1.8 The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 1.1-1.7.

1.9 Cly-Del is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

1.10 Cly-Del hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the

City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

1.11 Cly-Del is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 4.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

1.12 Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

1.13 **INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

1.14 **PROHIBITION AGAINST CONTINGENCY FEES.** Cly-Del hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

1.15 **FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to Cly-Del set forth in Section 6 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Cly-Del records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

WITNESSES:

Alexandra Debiratamo

Kayrin Velez

CITY OF WATERBURY

By: _____
Paul K Pernerewski, Jr., Mayor

Date: 1/13/2025

APPROVED AS TO FORM

Attorney, Corporation Counsel's Office

WITNESSES:

THE CLY-DEL MANUFACTURING COMPANY

By: _____

Its PRESIDENT & CEO

Date: 11-12-24

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SCHEDULE A

SCHEDULE A

TRAINING OUTLINE

Name of the worksite: Cly-Del Manufacturing Company

Title of Work Based Project/ Worksite Manufacturing Externship Program

Address: 151 Sharon Rd. Waterbury, CT Phone: 203-574-2100

Name and Title of On-Site Supervisor: _____

_____ Phone: _____

Name and Title of Alternate Supervisor: _____

_____ Phone: _____

Ratio of Participants to Supervisor: _____ to _____

Participant Job Title- Student Intern/ Pre-Apprentice **Number of Slots-**

1. The Externship/Pre-Apprentice Training Program shall commence on July 1, 2024 and shall continue through June 30, 2029 for the following days and times.

Day	**Time**	**Hours of Work**
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

Consistent with the job identified above, provide the following information:

Identify the participant(s) principal activities and responsibilities, identify the tools and equipment to be used and identify the skills that will be learned.

If the participants will be working outdoors, identify the activities that will be scheduled for inclement weather.

Failure of the worksite to adhere to this agreement shall be cause for termination of the agreement at the discretion of the City. This agreement may be subject to federal funding availability.

As approved by The Cly-Del Manufacturing Company:

Signature	**Title**	**Date**

Agreed to by the City:

Signature	**Title**	**Date**