



REGULAR MEETING – PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE AGENDA

APRIL 24, 2025, 7:00 PM
BY ZOOM VIRTUAL MEETING

To allow public access, anyone may access a meeting by telephone and/or Zoom, or a recording in the City of Norwalk YouTube channel. Specific instructions and links can be found at norwalkct.gov/meetings.



Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide "live comments" may also use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Michele DeLuca at mdeluca@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **ACCEPTANCE OF MINUTES**

A. Regular meeting- February 27, 2025

IV. **PUBLIC PARTICIPATION**

V. **NEW BUSINESS**

A. Authorize the Norwalk Police Department to utilize a noncompetitive procurement justification form with Motorola Solutions for the purchase of investigative equipment with a two year support subscription. Funding is provided by the BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award #15BJA-24-GG04596-JAGX

B. Authorize Mayor Harry W Rilling to execute a second amendment to the

Memorandum of Agreement (MOA) by and between the Recovery Network of Programs Inc and the City of Norwalk commencing on October 19, 2024 and ending June 30, 2025 in the amount of \$209,958 to be paid from account # 031026-5258

C. Approve the recommended Vape Shops Fees re Vape Shops ordinance:

- **Application Fee \$250.00**
- **Renewal Fee \$250.00**
- **Duplicate License Fee \$30.00**

VI. DISCUSSION

A. Police Department- Overview of Community Services Division

VII. ADJOURNMENT

**CITY OF NORWALK
PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE OF THE COMMON
COUNCIL
REGULAR MEETING
FEBRUARY 27, 2025**

Attendance: Jalin Sead, Chair; Heather Dunn; Nicole' Eaddy; James Frayer; Douglas Sutton

Absent: Josh Goldstein; Nicol Ayers

Staff: Michele DeLuca, Deputy Director, Emergency Management; Melissa Lepore, Deputy Chief, Norwalk Police Department; Gino Gatto, Chief, Norwalk Fire Chief; Mark Conte, Asst. Fire Chief; Norwalk Fire Department

I. CALL TO ORDER

Mr. Sead called the meeting to order at 7:00 PM.

II. ROLL CALL

Mr. Sead called the roll, and all members listed were in attendance. There was a quorum present.

III. ACCEPTANCE OF MINUTES

A. SPECIAL MEETING: 12/9/24

**** MS. EADDY MOVED TO APPROVE THE MINUTES AS SUBMITTED.**

**** THE MOTION PASSED WITH THREE (3) IN FAVOR AND ONE (1) ABSTENTION-
MR. FRAYER.**

IV. PUBLIC PARTICIPATION

There was no public participation this evening.

V. OLD BUSINESS

There was no old business discussed.

VI. NEW BUSINESS

A. AUTHORIZE THE PURCHASING AGENT, SHARON CONNORS, TO ISSUE A PURCHASE ORDER TO THE SOLE BIDDER, BROWN HELICOPTER, INC. 10100 AILERON AVE, PENSACOLA, FLORIDA, 32506 FOR THE PURCHASE OF A REFURBISHED BOAT, METALSHARK 29 VIGILANT NOT TO EXCEED \$240,000. THE 25% MUNICIPAL GRANT MATCH OF \$60,000 HAS BEEN ALLOCATED FOR IN THE 2022-23 CAPITAL BUDGET. ACCOUNT NO: 33185-5738-G000S

Chief Gatto said that in 2021, the Fire Department applied for a Port Security Grant to purchase a used Coast Guard boat for \$240,000, and that \$180,000 is coming from the government, and \$60,000 is the matching portion from the city. It is a 2012 29-foot metal shark boat with a trailer. With the shipping cost, the total is \$220,157, which is still below what has been allocated.

Mr. Frayer asked if the boat had been surveyed. Chief Gatto said, "No." Mr. Frayer said he believes it would be prudent to have a survey done when purchasing a used boat. Chief Gatto said the motors have a 90-day warranty, and the boat's collar has a five-year warranty. Mr. Frayer emphasized that it would be prudent to have a survey done, especially since some of the dynamics will be changed, and there may be some issues with the boat's seaworthiness.

Mr. Frayer requested further information on the boat at the next meeting.

**** MR. FRAYER MOVED TO TABLE THE ITEM.**

**** THE MOTION PASSED UNANIMOUSLY.**

B. AUTHORIZE THE DEPARTMENT OF PUBLIC WORKS TO HAVE EVERSOURCE ELECTRIC INSTALL THREE (3) NEW STREET LIGHTS ON THE EXISTING UTILITY POLES ON THE WEST SIDE OF THEODORE LANE AND ONE (1) NEW STREET LIGHT ON THE EXISTING UTILITY POLE IN THE CUL-DE-SAC AT THE SOUTH END OF THEODORE LANE IN ACCORDANCE WITH THE ATTACHED PLAN, AT AN APPROXIMATE COST OF \$100 PER MONTH. ACCT NO. 014021-5241

Mr. Sotnik said they had received a request in the form of a neighborhood petition from some of the residents on Theodore Lane requesting four streetlights to be installed. There are currently no streetlights on Theodore Lane, and the petition stated that there have been various safety issues. He has reviewed the request with the Chief of Operations and Public Works, as well as reviewing it in the field and with Eversource and determined that the additional lights will work in this area and would provide a greater level of safety for both the pedestrians and vehicles, especially at the intersection of Murray Street and Theodore Lane.

Mr. Sotnik shared the layout of the plan.

Mr. Sotnik said the cost will be approximately \$25/month per pole for \$100/month. Mr. Sead asked if there is a cost for installation. Mr. Sotnik said the city has a contract with Eversource, and they will provide the installation at no cost to the city. There would only be a cost if new poles were installed. The city is only responsible for paying for electricity.

**** MR. FRAYER MOVED TO APPROVE THE ITEM.
** THE MOTION PASSED UNANIMOUSLY.**

VII. DISCUSSION

A. CAPITAL BUDGET PLANNING AND PRIORITIES- POLICE AND FIRE DEPARTMENTS

Deputy Chief Lepore reported on the capital budget planning and priorities for the Police Department and said they have three projects. The first is for cars and vans, and is for the upkeep of the patrol cars, which had gotten backlogged due to supply issues, and COVID, and are trying to catch up, and are requesting \$950,000 for approximately 10 new patrol cars, which are frontline cars and run 24/7. The current cars will retire and have over \$150,000 miles on them.

Deputy Chief Lepore said the following request is to replace the fuel pumps. They are over 20 years old and have had a lot of usage and wear and tear. The request is for \$135,000.

Deputy Chief Lepore said the following request is for crisis response equipment for the crisis negotiating team. The request is for \$30,000.

Mr. Frayer asked if half of the requested cars can be purchased this year and the other half next year. Deputy Chief Lepore said they have been down many vehicles for the past two years and will depend on what is available. Mr. Sead noted that the prices will increase and be more expensive next year.

Mr. Sead acknowledges that it has been a tough budget year and appreciates the cuts the police department has made in the operating budget, but asked if they have everything they need. Deputy Chief Lepore said these are the three items they need for next year. Over the next five years, additional items have been requested for the building.

Chief Gatto reported on the capital budget planning and priorities for the Fire Department and said it consists of seven projects. The first one is for station 4 to do an addition and renovation to be an eight-person station instead of four. He said the same project was requested in 2024 for 2.5 million dollars and was cut from the budget. The following year, they requested 3 million dollars, and it was cut again, and now this year, a cost analysis was done, and the cost is now 4.1 million dollars, but they are hoping not to need the fire pump, so they are requesting 4 million dollars. Currently, there is one fire engine with four firefighters at that station, so if they are on a call and there is another call in that district, another engine covers it, so we are proposing to move a ladder truck from another station into this new renovated station and then move the rescue truck into the Broad River area which will be accessible to all of the major highways so the city will be more balanced as far as response time is concerned. Mr. Sead asked if that would require additional personnel. Chief Gatto said "no"

Chief Gatto said the following request is for the apparatus replacement plan, and they are proposing to replace the ladder truck at the Broad River station. The current truck, which is a 2009, would become a spare truck, and the current spare truck, which is a 1995 ladder truck, would go out to surplus. In fiscal year 2025, we requested a ladder truck for 2.5 million dollars, which was cut from the budget, and are asking it again this year for 2.9 million dollars. The delivery time for the fire apparatus is outrageously long and can take up to four years, but we do not pay for the truck until we take delivery. Mr. Frayer asked why it is being requested in this budget. Chief Gatto said that because we have to go to contract, the

purchasing agent requires the money to be in place before going into contract. Mr. Sead noted that by placing the order, the price is locked in, and the price increase will be avoided next year.

Mr. Fayer said that smaller trucks were previously discussed for the narrower streets, which are popular in Europe, and asked if any more thought was given. Asst Chief Conte said the way the tiller truck is designed for that reason, and the pumper engine trucks are as short as they can be made, and that is one of the main goals when the trucks are being designed.

Chief Gatto said the following request is SCBA harness replacement. The NFPA has changed its standards for breathing apparatuses, and a new one must be purchased for every seat. Asst. Chief Conte provided an overview of the latest standards and said that once we take delivery of these, this will be the final phase. They will be up to NFPA code and guaranteed for at least 10 years for the current code.

Chief Gatto said the following request is for the Fire Marshal vehicle replacement plan. The department has been replacing the Fire Marshal and Deputy Fire Marshal's cars with Ford Rangers and will replace them with two 2012 Ford Escapes. There is an eight-year vehicle replacement plan, which are the last two that need replacement.

Chief Gatto said the following request is for a generator replacement at the apparatus maintenance garage. The current generator, a 1989 model that powers the building and some equipment, must be replaced. The request is for \$125,000 for the replacement of the generator.

Chief Gatto said the emergency operations center's media equipment needs to be replaced. The request is for \$100,000.

Chief Gatto said the following request is for \$50,000 for building repairs.

Chief Gatto said the Finance Department recommended all requests except for the \$50,000 for the building repairs.

Mr. Sead asked if any other items need to be advocated to keep the city safe. Chief Gatto said they have made cuts to the operating budget as requested. Still, the capital budget requests are needed and would benefit the city, especially the renovation of station four and the new apparatus. Asst. Chief Conte said the items that we have requested are the priorities.

VIII. ADJOURNMENT

**** MR. FRAYER MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 8:06 PM.

UPCOMING MEETING- MARCH 27, 2025

Respectfully submitted,

Dilene Byrd

Memo

To: Common Council and Public Safety and General Government Committee
From: Deputy Chief Melissa Lepore
CC:
Re: Department of Justice, Edward Byrne Memorial Justice Grant (JAG) purchase with Noncompetitive Procurement Justification Form with Motorola Solutions.
Date: April 24, 2025

The Department of Justice has awarded the Norwalk Police Department the BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award # 15PBJA-24-GG-04596-JAGX. The grant and funds were accepted and approved by Common Council at the January 14, 2025, meeting (minutes attached).

In accordance with the grant award, The Norwalk Police Department may utilize JAG funds to pay overtime for increased patrols, improve safety and security, and reduce crime at multiple locations through-out the city. JAG funds may also be used to purchase equipment necessary to assist police in protecting the public, conducting investigations, and improving citizen compliance with laws.

The Norwalk Police Department is requesting the purchase of investigative equipment from Motorola Solutions along with a two-year subscription for technical support of the equipment by means of a noncompetitive procurement justification form. This equipment will allow NPD officers to work and coordinate efforts with the other state, interstate, and federal agencies. The justification behind the noncompetitive procurement is alignment of interfacing equipment with partner agencies for greater investigative security, functionality, efficiency, and safety to both officers and the public. The equipment comes with the two-year support subscription which is necessary for maintenance and upkeep. This subscription overlaps the timeframe of the grant award date and will be itemized on the invoice.

We are requesting the following authorization:

1. Authorize the Norwalk Police Department to utilize a Noncompetitive Procurement Justification Form with Motorola Solutions for the purchase of investigative equipment with a two-year support subscription. Funding is provided by the BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award # 15PBJA-24-GG-04596-JAGX.

Pursuant to Department of Recreation and Parks Regulation § 1-9(6), the Director of the Recreation and Park Department submits the three regulations below for approval by the Common Council.

NOW, THEREFORE, BE IT RESOLVED THAT, BY THE COMMON COUNCIL OF THE CITY OF NORWALK APPROVE THE FOLLOWING:

1. Dogs shall be allowed off leash at Taylor Farm Park as long as the owner, keeper or person having charge of the dog is present and has it under command. The owner, keeper or person having charge of the dog must pick up after it.
2. Dogs shall be allowed at Oyster Shell Park only while on leash unless designated otherwise. Within Oyster Shell Park there shall be a designated enclosed area where dogs shall be allowed to run loose or roam off leash. After entering the enclosed area and closing the gate, the dog can be taken off leash and allowed to run loose or roam within the confines of the fenced in dog park as long as the owner, keeper or person having charge of the dog is present and has it under command. Dogs shall not be allowed on the playground at Oyster Shell Park. The owner, keeper or person having charge of the dog must pick up after it.
3. Dogs shall be allowed on the trails at Cranbury Park while on leash or under voice control so as to not unreasonably interfere with the enjoyment of the Park by others. Within the confines of the dog park at Cranbury Park, dogs can be taken off leash and allowed to run loose or roam within its confines as long as the owner, keeper or person having charge of the dog is present and has it under command. Dogs shall not be allowed on the Great Lawn, Playground, Tea Garden, Patios or Pavilion at Cranbury Park. The owner, keeper or person having charge of the dog must pick up after it.
4. Pursuant to Connecticut General Statutes § 22-357, all dog owners and/or keepers shall be liable for any and all damage or injury that their dog may cause or inflict. Further, if the dog owner and/or keeper is a minor, the parent or guardian of such minor shall be held liable for any such damage or injury.

This Resolution, adopted by the Common Council on January 14, 2025, shall take effect immediately upon enactment and shall remain in effect until or rescinded or modified.

D. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award# 15PBJA-24-GG-04596-JAGX.
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Department of Justice (DOJ) BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Award# 15PBJA-24-

GG- 04596-JAGX.

E. COMMUNITY SERVICES

1. CT Health Foundation Grant
 - a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the CT Health Foundation in the amount of \$100,000 for the period January 1, 2025 to December 31, 2025.
 - b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the CT Health Foundation grant for the period January 1, 2025 to December 31, 2025.

F. LAND USE AND BUILDING MANAGEMENT

1. Authorize the Mayor, Harry W. Rilling, to execute a Final Guaranteed Maximum Price (GMP) Amendment Two to Newfield Construction Group, LLC's contract for the new Norwalk Community Recreation Center at 98 South Main Street for a total not to exceed \$4,645,770.00. Terms of the Agreement shall include the following:

Total Trade costs - \$3,570,686.00

CM Fixed Fees at 1.95% for \$264,260.00

CM Contingency at 1.5% for \$192,581.00 (balance revert to the City at project completion)

General Conditions fee - \$618,243.00 Funds are available from accounts:

134030 5796 ABL01 – ARPA funds -for Community Rec Center

140000 5796 ACMF3 – ARPA funds for 98 South Main Street Comm. Rec. Center

510000 5796 GGP02 – GGP funds for Comm. Rec. Center

09191340 5796 C0634 – GGP funds for Comm. Rec. Center

09256030 5777 C0719 – Capital Budget funds for 98 S. Main Comm. Center

Acct. TBD - 2025 Special Capital Budget Appropriation

09247100 5799 G0050 – State DECD

09247100 5779 G0050 - HUD

2. Authorize the Mayor, Harry W. Rilling, to execute a Guaranteed Maximum Price (GMP) Amendment to the Downes Construction Company, LLC's Construction Manager (CM) contract for the Cranbury Park/Gallaher Mansion Improvement Project for a total amount not to exceed \$4,173,342.00. Terms of the agreement shall include:

- Total Trade costs - \$3,298.884.00

- CM Fixed Fees at 2.5% for \$102,991.00

- CM Contingency at 3% for \$121,554.00 (balance revert to the City at project completion)

Memo

To:	Common Council and Public Safety and General Government Committee
From:	Deputy Chief Melissa Lepore
CC:	
Re:	Second Amendment to the Recovery Network Programs, Inc memorandum of agreement with the City of Norwalk dated August 23, 2022
Date:	April 24, 2025

The City of Norwalk entered into a memorandum of agreement (MOA) dated August 23, 2022, with the Recovery Network Program (RNP) for embedded social workers within the Norwalk Police Department. The MOA establishes a collaborative relationship between RNP and the City in assisting with the growing need to have social service professional assistance for mental health, social work support and intervention services. The mission of RNP is to restore hope, health, and well-being for individuals and families in a recovery environment that embraces compassion, dignity, and respect.

This MOA provides two full-time social workers assigned directly to the police departments Behavioral Health Unit. RNP employees respond and assist to calls for service for appropriate mental health and non-violent substance related calls. RNP employees also conduct mental health assessments, coordinate care, referrals and assertive linkage for emotionally disturbed persons. RNP utilizes local community resources along with an extensive infrastructure of programs to assist in person in need of various treatments. They also conduct aftercare and follow-ups to ensure persons are stabilized, connected to care, thus reducing repetitive calls for service and successful quality of life improvements.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute a second amendment to the Memorandum of Agreement by and between Recovery Network of Programs, Inc. and City of Norwalk commencing on October 19, 2024 and ending June 30, 2025 in the amount of \$209,958 to be paid from account 013026-5258.

**FIRST AMENDMENT TO THE
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
RECOVERY NETWORK OF PROGRAMS, INC.
AND
CITY OF NORWALK**

THIS FIRST AMENDMENT, is made and entered into this 3rd day of October, 2023 (the "Effective Date"), by and between the **CITY OF NORWALK**, acting herein by Harry W. Rilling, its Mayor, duly authorized (hereinafter referred to as the "City"), and **RECOVERY OF NETWORK PROGRAMS, INC** (a/k/a Recovery Network Programs, Inc.), a Connecticut corporation having an office and place of business located at 2 Trap Falls Road, Suite 405, Shelton, CT 06484, acting herein by Jennifer Kolakowski, its CEO, duly authorized (hereinafter referred to as the "RNP")(The City and Engineer hereinafter referred to collectively as the "Parties" and each as "Party").

WHEREAS, the Parties entered into a written Memorandum of Agreement dated August 23, 2022 (the "Original Agreement");

WHEREAS, pursuant to Section 4 of the Agreement, the City agreed to reimburse RNP the funding for one full-time and part-time social worker for one year in the amount of \$207,752;

WHEREAS, the one year period commenced on October 19, 2022;

WHEREAS, RNP agreed to increase the allocation of social workers from one full-time and one part-time social worker to two full-time social workers for one year, and the City agreed to increase the reimbursement to RNP for the funding of said two full-time social workers to \$248,748;

NOW, THEREFORE, in consideration of the mutual covenants and understandings herein contained, the parties hereby amend the Original as follows:

A. Definitions. Capitalized terms used and not defined in this First Amendment have the respective meanings assigned to them in the Original Agreement.

B. Amendment to the Original Agreement. As of the Effective Date, the Original Agreement is hereby amended or modified as follows:

1. Section 4 of the Original Agreement shall now be Section 4.a.
2. The following Section 4.b. shall be added to the Original Agreement.


The NPD will be responsible to provide/reimburse RNP the funding for two full-time social workers for a period of one year commencing on October 19, 2023 and ending October 18, 2024 (the "Second Term Year") in amount

of \$248,748 (the "Second Term Year Reimbursement"). The NPD will outline the manner in which RNP receives payment.

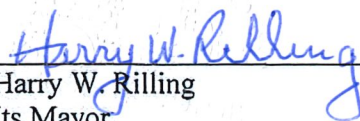
C. Except as expressly provided in this First Amendment, all of the terms and provisions of the Original Agreement, as previously amended, are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Original Agreement, as previously amended, or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date of this Amendment, each reference in the Original Agreement to "the Memorandum of Understanding," "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import and each reference to the Original Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Original Agreement will be a reference to the Original Agreement as previously and herein amended.

D. Electronic Signature. This First Amendment may be executed and delivered via facsimile or electronic mail by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been received.

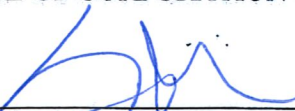
RECOVERY NETWORK OF PROGRAMS, INC.

By: 
Jennifer E. Kolakowski
Its Chief Executive Officer,
Duly Authorized

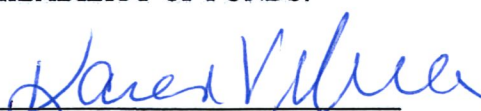
CITY OF NORWALK

By: 
Harry W. Rilling
Its Mayor,
Duly Authorized

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: 
Darin L. Callahan
Assistant Corporation Counsel

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: 
Comptroller/Deputy Comptroller

Memorandum of Agreement
Between
Recovery Network of Programs, Inc.
and
City of Norwalk

This Memorandum of Agreement (MOA) sets forth the terms and understanding between Recovery Network of Programs, Inc. (RNP) and the City of Norwalk (the City) Connecticut in establishing the Community Response Initiative (CRI),

1. Background

RNP, a non-profit, social service agency has been serving Connecticut communities for fifty-years. The mission of RNP is to restore hope, health and well-being for individuals and families in a recovery environment that embraces compassion, dignity and respect. RNP prioritizes the dignity of each of its employees and each person served, maintaining the highest standards of care among and within its extensive continuum of care of twenty-four programs.

The Norwalk Police Department (NPD) is the sole, full-time law enforcement agency responsible for public safety in the City. NPD consists of several different units, all falling within four police districts. NPD is firmly committed to a collaborative, cooperative, and interactive policing philosophy.

As a result of a shared commitment to cooperation, RNP and the City will implement a collaboration, such that RNP will provide social work support and intervention services to support the work of NPD.

2. Purpose

This Memorandum of Agreement (MOA) will establish a collaborative relationship between RNP and the City. This collaboration will place one full-time and one -time RNP employee social worker in the NPD. This collaboration will help with the NPD's growing need to have a social service professional assist with mental health calls as well as other social service calls as deemed appropriate by NPD.

3. Roles and Responsibilities

By executing this MOA, RNP and the City agree that:

1. RNP will provide one (1) full-time and one (1) part-time social worker that will work hours to be determine between the NPD and RNP with the flexibility to work evening and weekend hours at the discretion of the NPD as program needs evolve.
2. The RNP social worker, when safe and feasible as determined by and at the sole discretion of the NPD, will respond with the NPD in real time to assist on scene for appropriate mental health and non-violent substance related calls.
3. RNP will provide the social worker with the technology necessary to execute their responsibilities efficiently and effectively (laptop, cellphone, etc.).
4. NPD will provide RNP social worker with private office space and access to desk, printer, copier, etc.

5. The RNP social worker will conduct mental health assessments and coordinate care, referrals and assertive linkage for Emotionally Disturbed Persons (EDP) with guidance from the NPD's Behavioral Health Unit CBW).
6. The RNP social worker will use local community resources along with RNP's extensive infrastructure of programs to assist in the treatment of the EDP or non-violent substance dependent persons.
7. The RNP social worker, with the NPD's support, will work collaboratively to assist and provide the highest quality of care to the EDP or non-violent substance dependent persons.
8. RNP social worker will follow up on all EDP referrals/calls which occur beyond scheduled work hours within 24hrs of incident/referral.
9. RNP, its social workers, employees and agents shall comply with the terms of the HIPAA Business Associate Addendum attached hereto and hereby made a part hereof as if fully set forth herein.
10. RNP will conduct aftercare and follow-up to ensure that the EDP has been stabilized, connected to care, reducing repetitive calls.
11. The NPD may provide RNP social worker with police radio and other related equipment as deemed necessary.
12. RNP will provide training and supervision on an on-going basis to RNP social worker and the NPD to ensure excellent communication and the success of the CRI program.
13. The NPD will provide RNP with designated training blocks to educate current law enforcement officers and recruits on the use/purpose of the social worker and issues related to mental health and substance use disorders.
14. Subject to the I-IIPAA Business Associate Addendum attached hereto, RNP and NPD will collect comprehensive data to evaluate and demonstrate success and areas of improvement of the CRI program. RNP will provide monthly data and quarterly reports on agreed upon data points.
15. RNP and NPD leadership will meet regularly to evaluate and discuss the progress and data of the CRI program.
16. The NPD will provide access to its data system, to the extent permissible as determined by the NPD in its sole discretion, to allow RNP to properly document and accurately report all data that is needed for the CRI program.
17. When applicable, RNP and the NPD will collaboratively seek additional funding (grants etc.) to expand the CRI program and/or other programs related too behavioral or substance abuse.
18. RNP shall be responsible for compliance with all applicable federal, state and local laws, rules, regulations, codes, orders, ordinances, charters, statutes, policies and procedures related to its Roles and Responsibilities related to this MOA.
19. RNP shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of this MOA, settlement of claims, or any other matter pertaining to RNP's demand for compensation by the City for a period of not less than three
(3) years from the date of the final payment for services performed under this MOA.

4. Funding

The NPD will be responsible to provide/reimburse RNP the funding for one full-time and one part-time social worker for one year in the amount of \$ 207,752. The NPD will outline the manner in which RNP receives payment.

5. Duration

This MOA can be modified by mutual consent of authorized officials from RNP and NPD. This MOA shall become effective upon signature by authorized officials from RNP and NPD and will remain in effect until modified or terminated by any one of the partners by mutual consent.

6. Capacity/Independent Contractor

RNP is acting as an independent contractor and is not an employee of the City. This MOA is for services only and does not create a partnership or joint venture between RNP and the City. The City shall not be required to pay, or make any contribution to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for RNP during the Term of this MOA. RNP is responsible for paying, and complying with reporting requirements for, all state, local, and federal taxes related to payments made to RNP pursuant to this MOA.

7. Relationship of social workers to the City and NPD

The social workers shall be considered employees or agents of RNP and not employees or agents of the City or the NPD. The social workers shall not be eligible for any employee benefits of the City or the NPD.

8. No Exclusive Right to Work

Nothing contained herein shall grant RNP an exclusive right to perform the Roles and Responsibilities. The City may enter into similar agreements with other consultants at its sole discretion on an as needed basis.

9. Indemnification

RNP shall indemnify, hold harmless and, at the City's option, defend the City, its officers, agents and employees, from third party claims, including claims by RNP's client(s), for loss, cost, damage, liability, and/or injury to or death of a person, including the social workers, agents and employees of RNP, or loss of or damage to property, resulting directly or indirectly from RNP's or RNP's social workers', officers', agents' or employees' negligent performance pursuant to this MOA, or by any negligent omission to perform some duty imposed by law or this MOA upon RNP, its social workers, officers, agents or employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, shall not be limited by reason of any insurance coverage required pursuant to this MOA, and shall survive the termination of this MOA.

10. Insurance

RNP, at its sole expense, shall maintain for the entire Term of this MOA, including any extensions, insurance coverages as set forth in the City Insurance Requirements attached hereto as Exhibit A. RNP shall provide proof of insurance prior to performing any services under this agreement.

11. No Consequential Damages

RNP hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit.

12. No Assignment or Subcontracting

RNP shall not assign, transfer or subcontract any portion of its Roles and Responsibilities without the prior written approval of the City.

13. Termination

A. **TERMINATION FOR CAUSE, SANCTIONS AND PENALTIES.** If, through any cause, RNP shall fail to fulfill, in a timely and proper manner, its obligations under this MOA, or if RNP shall violate any laws or any of the covenants, agreements, or stipulations of this MOA, the City shall thereupon have the right to terminate this MOA for cause by giving written notice to RNP of such termination and specifying the effective date thereof. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by RNP pursuant to its performance under this MOA shall, at the option of the City, become the City's property. RNP shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. RNP shall not be responsible for any claims resulting from the City's use of the documents on another project or changes made to the documents without the RNP's express written permission.

The term "cause" includes, without limitation the following:

- 1) If RNP furnished any statement, representation, warranty or certification in connection with this MOA, which is materially false, deceptive, incorrect, or incomplete;
- 2) If RNP fails to perform to the City's satisfaction any material requirement of this MOA or is in violation of any specific provision thereof or any State or Federal law or requirement; or
- 3) If the City reasonably determines that satisfactory performance of this MOA is substantially endangered or can reasonably anticipate such an occurrence or default.

Should the City terminate this MOA for cause, RNA shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this MOA by RNA and the City may withhold any payment to RNA for the purposes of setoff until such time as the exact amount of damages due the City from RNA is determined. Further, if applicable, the City shall have the right to:

- 1) Complete the Roles and Responsibilities, or any part thereof, either by itself or by other consultants, at the expense of RNP;
- 2) Purchase the products or services that are the subject of this MOA elsewhere and hold RNP responsible for any increase in cost;
- 3) Pursue any equitable remedy, including, but not limited to, specific performance or injunction; and/or
- 4) Disqualify RNP from bidding on, submitting proposals for, or being awarded any City contract for a period not to exceed two (2) years from the date of such termination.

B. **TERMINATION FOR CONVENIENCE.** The City may terminate this MOA at any time the City determines that the purposes of the distribution of monies under the MOA would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to RNP and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Subsection A shall, at the option of the City, become property of the City. If this MOA is terminated by the City as provided herein, RNA shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of RNA pursuant to the terms of this MOA, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of this MOA.

14. Claims for Damages

Should either party to this MOA suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

15. Dispute Resolution

A. **EXECUTIVE MEETING.** The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this MOA ("Claims") through a meeting of the chief executives of each party, or their respective designees ("Executive Meeting").

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located unless another location is mutually agreed upon.

B. **MEDIATION.** Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this MOA. A request for mediation shall be made in writing, delivered to the other party to this MOA, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. ARBITRATION. Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of the City, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this MOA. A demand for arbitration shall be made in writing, delivered to the other party to this MOA, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered, or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

D. PERFORMANCE DURING DISPUTE. Unless otherwise directed by the City, RNP shall continue performance under this MOA while matters in dispute are being resolved.

16. Confidentiality

During and after the Term of this MOA, RNP, including, without limitation, its social workers, employees, agents, servants and representatives, shall not directly or indirectly disclose or make available to any person, firm, corporation, association or other entity of any reason or purpose whatsoever, or use or cause to be used in any manner adverse to the interest of the City or the NPD, any financial, administrative or other confidential business information, except as require by law.

17. Setoff of Property Taxes Owed to the City

Pursuant to the City Code of Ordinances Section 23-18. 4. 1 and Section 12-146b of the Connecticut General Statutes, as amended, RNP hereby acknowledges that the City shall have the right to set-off or withhold any payment, or portion thereof, due to RNP pursuant to this MOA if any taxes levied by the City against any property, both real and personal, owned by RNP are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from RNP pursuant to this section shall be applied to RNP's delinquent taxes, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalty, lien fees and interest, outstanding at the time of withholding.

18. Gifts

During the Term of this MOA, including any extensions, RNP shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City or the Norwalk Public Schools or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to RNP shall include its members, officers, directors, employees, and owners of more than 5% equity in RNP.

19. City of Norwalk Code of Ethics

RNP is prohibited from using its status as a consultant to the City to derive any interest(s) or benefit(s) from other individuals or organizations and RNP shall comply with the prohibitions set forth in the Norwalk Municipal Code of Ethics as codified in Chapter 19 of the City Code of Ordinances

20. Morals Clause

Neither RNP nor RNP's social worker shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the City. If either RNP or RNP's social worker is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or the City or either RNP or RNP's social worker is accused of performing or committing any act which could adversely impact RNP's events, programs, services, or reputation, the City shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period RNP may cure such offense. The determination of whether and to what extent the offense is cured shall be made by the City at its sole discretion.

21. Non-Appropriation

RNP acknowledges that the City is a municipal corporation, that the City's obligation to make payments under this MOA is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes for each budget year in which the MOA is in effect.

22. Governing Law

The parties deem this MOA to have been made in the City, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the MOA to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, any complaint shall be made returnable to the Judicial District of Stamford, at Norwalk, only or shall be brought in the United States District Court for the District of Connecticut only and shall not be transferred to any other court. RNP hereby waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

23. Counterparts

This MOA may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one MOA. Any signature on a copy of this MOA or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this MOA.

DULY SIGNED:

Recovery Network of Programs, Inc.
Jennifer E. Kolakowski
Chief Executive Officer
2 Trap Falls Road, Suite 405
Shelton, CT 06484

Signature: _____



Jennifer E. Kolakowski

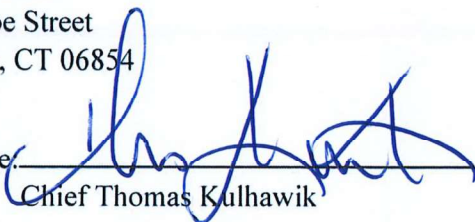
8/9/22

Date:

DULY SIGNED:

Norwalk Police Department
Chief Thomas Kulhawik
Chief of Police
1 Monroe Street
Norwalk, CT 06854

Signature: _____



Chief Thomas Kulhawik

8.9.2022

Date:

HWAA BUSINESS ASSOCIATE ADDENDUM

Pursuant to the Memorandum of Agreement (the "MOA") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, RNP (herein the "Business Associate") may perform functions or activities involving the use and/or disclosure of Protected Health Information ("PHI") on behalf of the City (herein the "Covered Entity"), and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions:

A. Introduction. Covered Entity will make available and/or transfer to Business Associate certain information that is confidential and must be afforded special treatment and protection so Business Associate may perform services for Covered Entity pursuant to the MOA. Business Associate agrees that such information shall constitute Protected Health Information and can be Used or Disclosed only in accordance with this Addendum and the collection of federal laws, rules and regulations, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, 110 Stat. 1936 (codified in scattered sections of 29 U. S. C. and 42 U. S. C.) ("HIPAA") Privacy Rule and Security Rule, the Health Information Technology for Economic and Clinical Health Act, 42 U. S. C. "17921-17954 ("HITECH Act"), the Omnibus HIPAA Final Rule (78 Fed. Reg. 5566 (Jan. 25, 2013) (to be codified in scattered sections of 45 C. F. R. Parts 160 and 164)) ("Omnibus Rule") (collectively these federal rules are referred to collectively in this Addendum as the "I-IIPAA Rules") and applicable state and federal laws, rules and regulations regarding the privacy, confidentiality and security of specific types of health information. RNP is a "Business Associate" under the Privacy and Security Rules with respect to its role as a provider of a social worker for the City's NPD and performs certain administrative services for or on behalf of Covered Entity which involves access to and the disclosure of Protected Health Information.

B. Definitions. For the purposes of this Addendum, the following terms shall have the following meaning:

1. "1--11TECH Act" means the Health Information Technology for Economic and Clinical Health Act, as enacted in the American Recovery and Reinvestment Act of 2009, 42 U. S. C. "17921-17954. All references to the "HITECH Act" in this Addendum shall be deemed to include the Omnibus Rule.

2. "Privacy Rule" means the HIPAA Standards for Privacy of Individually Identifiable Health Information at 45 C. F. R. Parts 160 and 164, Subparts A and E as amended, clarified and supplemented from time to time. All references to the "Privacy Rule" in this Addendum shall be deemed to include the Omnibus Rule.

3. "Security Rule" means the HIPAA Security Standards for the Protection of Electronic Protected Health Information at 45 C. F. R. Part 160 and Part 164, Subparts A and C as amended, clarified and supplemented from time-to-time. All references to the "Privacy Rule" in this Addendum shall be deemed to include the Omnibus Rule.

4. "Standard Transactions Rule" means the HIPAA Standards for Electronic Transactions at 45 C. F. R. Pans 160 and 162.

5. The following terms used in this Addendum shall have the same meaning ascribed to them in the HIPAA Rules: Access, Breach, Business Associate, Data Aggregation, Designated Record Set, Disclosure,

Health Care Operations, Electronic Protected Health Information ("Electronic PHI"), Genetic Information,

Individual, Individually Identifiable Health Information, Marketing, Minimum Necessary, Notice of Privacy Practices, Personal Health Records, Protected Health Information ("PHI"), Required By Law, Secretary, Security Incident, Business Associate, Unsecured Protected Health Information ("Unsecured PHI"), Use, Payment and Treatment. For purposes of this Addendum, unless otherwise specified, all obligations of Business Associate relating to PHI also shall apply to Electronic PHI.

c. Nature of Use and Disclosure of Information. Business Associate shall be permitted to Use and/or Disclose PHI provided or made available from Covered Entity solely to provide the services set forth in the MOA and as specifically set forth in this Section C. Business Associate shall not Use or Disclose the PHI provided or made available by Covered Entity for any purpose other than as: (1) expressly permitted by this Addendum or the MOA; (2) as Required By Law; (3) permitted with Covered Entity's prior written consent; (4) necessary to Business Associate's employees, agents or representatives who need to know such PHI for the purposes set forth in the MOA; (5) to carry out Business Associate's legal responsibilities; or (6) for Data Aggregation for Covered Entity's operations purposes. Furthermore, Business Associate may not Use or Disclose PHI in a manner that would violate 45 C. F. R. Part 164, Subpart E if done by Covered Entity.

D. Business Associate's Obligations.

1. Limits On Use And Disclosure. Business Associate agrees that the PHI provided or made available by Covered Entity shall not be Used or Disclosed other than as specifically set forth in Section C of this Addendum.

2. Appropriate Safeguards. Business Associate shall establish and maintain appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity and availability of PHI and Electronic PHI and to prevent any use or disclosure of the PHI other than as provided in Section C of this Addendum.

3. Compliance with Security Rule. Business Associate shall comply with the Security Rule. Upon request by Covered Entity and not more than once annually, Business Associate shall provide Covered Entity with electronic or paper copies of its policies and procedures evidencing its compliance with the Security Rule.

4. Breach Reports. Following completion of its internal investigation, Business Associate shall report to Covered Entity, any of the following events (collectively referred to in this paragraph as "Breach"): (a) any Use or Disclosure of PHI not permitted under by Section C of this Addendum or permitted by law; (b) any Security Incident as defined in 45 C. F. R. S 164. 304; (c) any "breach of the security of the system" as defined in New York General Business Law Section 899-aa(1)(c); and (d) any Breach of Unsecured PHI as defined at 42 U. S. C. "17921 and 17932(h) and 45 C. F. R. 5164. 402. Business Associate's written report shall:

- (i) identify the nature of the non-permitted Access, Use or Disclosure, including the date of the Breach and the date of discovery of the Breach;
- (ii) identify the PHI Accessed, Used or Disclosed as part of the Breach;
- (iii) upon request, assist Covered Entity in the performance of a risk assessment concerning the Breach;

- (iv) identify what corrective action Business Associate took or will take to prevent further nonpermitted Access, Use or Disclosure;
- (v) identify what Business Associate did or will do to mitigate any harmful effect(s) of the nonpermitted Access, Use or Disclosure;
- (vi) provide such other information as Covered Entity may require to supplement Business Associate's written report;
- (vii) cooperate with Covered Entity in its efforts to mitigate the Breach and comply with the HIPAA Rules and any applicable state breach notification rules; and

(viii) provide such other information as may be required pursuant to subsequently issued regulations issued under the HIPAA Rules.

5. Right of Access to Information & Amendments. If Covered Entity provides Business Associate with PHI that is part of a Designated Record Set, within fifteen (15) days of Covered Entity's request, Business Associate agrees: (a) to provide access to such PHI to Covered Entity or, when directed by Covered Entity, to an Individual in order for Covered Entity to meet the access to information provisions of the Privacy Rule, including providing access to PHI in electronic form (if readily producible) under 45 C. F. R. S 164. 524 (c)(2) and (b) to make any amendments(s) to such PHI.

6. Providing Accounting. Under the Privacy Rule, Covered Entity must provide Individuals an accounting of certain Disclosures of their PHI for a reason other than Treatment, Payment and Health Care Operations. To assist Covered Entity in providing this information to Individuals, Business Associate agrees to document Disclosures of PHI and information related to such Disclosures for reasons other than Treatment, Payment and Health Care Operations during the Term of the MOA to enable Covered Entity to respond to an Individual's request for an accounting of disclosures of PHI and make available such information to Covered Entity within ten days of Covered Entity's request for the information. If Business Associate (or its agents or subcontractors, if applicable) receives a request for an accounting of disclosures directly from an Individual, Business Associate shall forward such request to Covered Entity within fifteen (15) days of receipt. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested.

7. Audits by the Secretary. Business Associate agrees: (a) to make its internal practices, books and records relating to the Use or Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules; (b) to cooperate fully with Covered Entity when responding to such regulatory audits and investigations; and (c) to concurrently provide Covered Entity with copies of the information it provides to the Secretary.

8. Additional Business Associate(s). Business Associate shall enter into a written agreement to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such PHI. If the agreement entered into between Business Associate and its subcontractors(s) permits additional subcontracting, Business Associate shall ensure that its subcontractor requires its subcontractors to agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such PHI.

9. Minimum Necessary. Business Associate warrants, on its behalf and on behalf of its subcontractors, if any, that it will only request and use the minimum amount of PHI necessary to perform the stated purpose(s) of the MOA as set forth in Section C of this Addendum.

E. Additional Business Associate Obligations.

1. Mitigation Procedures. Business Associate shall mitigate to the maximum extent, any harmful effect(s) arising out of or from the intentional or inadvertent Use or Disclosure of PHI that is or could be contrary to this Addendum, the HIPAA Rules or that could damage third parties.

2. Sanctions. Business Associate shall develop, implement and maintain sanction procedures for any employee, subcontractor agent who violates the terms of this Addendum or the HIPAA Rules. Such sanction procedures shall be made available to Covered Entity within fifteen (15) days of its reasonable request during the term of the MOA or with fifteen (15) days of Covered Entity's request in the event of a Breach as set forth in Section D (4) of this Addendum.

3. Indemnification. The indemnification provisions of the MOA shall apply to any breach of this Addendum.

4. Property Rights. The PHI shall be and remain the property of Covered Entity. Neither Business Associate nor its subcontractor(s), if any, shall acquire title or rights to the PHI, excluding any de-identified information, as a result of this Addendum or the MOA, unless such PHI also includes proprietary information of Business Associate.

5. Response to Government Authorities. Business Associate shall notify Covered Entity within fifteen (15) business days of receipt of a governmental or administrative subpoena(s) or any informal request(s) from a governmental entity relating in any way to the PHI provided pursuant to this Addendum and allow Covered Entity to seek a protective order or otherwise challenge the subpoena or request before responding thereto.

6. No Sale of PHI. Business Associate shall not directly or indirectly receive financial or in-kind remuneration in exchange for any PHI in compliance with 45 C. F. R. 164. 502(a)(5)(ii).

7. Marketing. Business Associate shall not make or cause to be made any marketing communications about its products or services that is prohibited by 42 U. S. C. 517936(a) or 45 C. F. R. S 164. 508(a)(3).

8. Fundraising. Business Associate shall not make or cause to be made any written fundraising communication that is prohibited by 45 C. F. R. 164. 514(f).

9. Restriction Requests. If applicable, Business Associate shall abide by any restriction request agreed to by Covered Entity under 45 C. F. R. 164. 522(a) within fifteen (15) business days of receiving notice of such by Covered Entity.

10. Confidential Communications. If applicable, Business Associate shall abide by any confidential communication requirements that Covered Entity is subject to under 45 C. F. R. 164. 522(b) within fifteen (15) business days of receiving notice of such by Covered Entity.

11. Genetic Information. If applicable, Business Associate shall not Use or Disclose PHI that is Genetic Information for underwriting purposes, as defined at 45 C. F. R. S 164. 502(a)(5), conducted on behalf of Covered Entity.

12. No Offshoring of PHI. Neither Business Associate nor its subcontractor(s), if any, shall provide the services contemplated under the MOA or Access, Use and Disclose any PHI outside of
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the Continental United States unless Covered Entity provides its express written consent, which may be unreasonably withheld.

13. Audits, Inspection and Enforcement. Within fifteen (15) days of a written request by Covered Entity, Business Associate and its agents or subcontractors, if any, shall allow Covered Entity to conduct a reasonable inspection of its facilities, systems, books, records, agreements, policies and procedures relating to the Use or Disclosure of PHI and the implementation of appropriate security safeguards pursuant to this Addendum for the purpose of determining whether Business Associate has complied with this Addendum; provided, however, that: (a) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (b) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; (c) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate; and (d) such inspection shall not occur more than once annually or, in the event of a Breach described in Section D (4) of this Addendum, within thirty days of the Breach in question. The fact that Covered Entity inspects, or fails to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does Covered Entity's: (i) failure to detect; or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Addendum.

14. Standard Transactions. If Business Associate conducts in whole or in part Standard Transactions for or on behalf of Covered Entity, Business Associate shall comply with the Standard Transaction Rule.

15. De-Identified Information. Business Associate may store, analyze, access and use components of PHI that have been de-identified in accordance with 45 C. F. R. S 164. 514 and that do not contain any PHI or Individually Identifiable Health Information, provided that any such use is consistent with applicable law.

F. Disclosure of PHI to Covered Entity. Covered Entity makes the following representations to Business Associate:

1. Certification and Adequate Separation. Covered Entity hereby certifies that it:

- (i) will use and disclose PHI it receives from Business Associate only to perform the its administrative functions;
- (ii) has implemented procedures to provide for adequate separation between employees of Covered Entity who have access to PHI received from Business Associate to perform its administrative functions and all other employees of Covered Entity;
- (iii) has safeguards in place, and satisfies all other requirements under law with respect to any PHI and Electronic PHI it receives from Business Associate; and
- (iv) will take all other action necessary to comply and continue to comply with the Privacy and Security Rules or the HITECH Act which are necessary to permit Business Associate to disclose PHI to Covered Entity consistent with this Addendum.

2. Additional Representations.

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(i) Covered Entity will notify Business Associate immediately if any of its representations in this Section are no longer true.

(ii) Covered Entity will not request PHI from Business Associate, or request Business Associate to use or disclose PHI, beyond what is minimally necessary to accomplish the intended purpose or in any other manner not permitted under the MOA, this Addendum, the Privacy and Security Rules or the HITECH Act.

3. Minimum Necessary Disclosure. Except in the case of disclosure of PHI to Covered Entity pursuant to a HIPAA-compliant authorization, Business Associate will make reasonable efforts to insure that the amount of PÆ disclosed to Covered Entity in accordance with this Section will be the minimum amount

of

necessary to accomplish the intended purpose, as required, but subject to the exceptions provided under 45 CFR S 164. 502(b).

G. Term and Termination.

1. Term. This Addendum shall become effective on the Effective Date of the MOA and shall continue until terminated by Covered Entity or the MOA expires or is terminated. In addition, certain provisions and requirements of this Addendum shall survive its expiration or other termination of this Addendum as noted herein.

2. Material Breach. A breach by Business Associate of any material provision of this Addendum, as determined by Covered Entity, shall constitute a material breach and shall provide grounds for immediate termination of the MOA by Covered Entity.

3. Reasonable Steps to Cure Breach. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under the HIPAA Rules or the provisions of this Addendum and does not terminate the Addendum, then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either: (a) terminate this Addendum and the MOA, if feasible; or (b) if termination of this Addendum and the MOA is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary. The obligations set forth in this Section are reciprocal and shall apply to Business Associate if it knows of a pattern of activity or practice of Covered Entity that constitutes a violation of Covered Entity's obligations under the HIPAA Rules and Business Associate shall cause this obligation to apply to its subcontractors, if permitted under the MOA.

4. Judicial or Administrative Proceedings. Either party may terminate this Addendum and the MOA, effective immediately, if: (a) the other party is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules or applicable state law; or (b) a finding or stipulation that the other party has violated any standard or requirement of the HIPAA Rules or applicable state laws is made in any administrative or civil proceeding in which the party has been named.

5. Effect of Termination. Upon termination of this Addendum for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or subcontractors, if any, still maintain in any form and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Sections C, D and E of this Addendum to such PHI, limit further Use of such PHI to those purposes that make the return or destruction of such PHI infeasible and retain such PHI for six years from the date this Addendum terminates. If Business Associate elects to destroy the PHI, Business Associate shall cause one of its authorized corporate officers to certify in writing to Covered Entity that such PHI has been destroyed. This provision shall survive the termination of this Addendum for any reason.

H. Miscellaneous.

1. Amendments. Any amendment to this Addendum needed to comply with the HIPAA Rules, shall be adopted automatically, without need for the parties' signatures, and deemed incorporated into this Addendum as of the compliance date of the applicable HIPAA Rules.

2. Ambiguity. Any ambiguities in this Addendum or its defined terms shall be resolved in favor of a meaning that promotes the parties' compliance with the HIPAA Rules.

3. Survival. The confidentiality and security obligations hereunder are perpetual and shall survive the termination of the MOA or this Addendum for any reason.

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4. Disclaimer. Each party is solely responsible for all decisions it makes regarding the Use, Disclosure and safeguarding of PI--II.

5. No Agency. The parties agree and acknowledge that Business Associate is an independent contractor, and it is not the intention of either party, whether expressed or implied, to create an agency relationship under the Federal Common Law of Agency.

VAPE SHOPS

Article I. General Provisions.

§ ____-1. Purpose.

The use of e-cigarettes, or vaping poses serious health risks to the public beyond the effects of tobacco consumption, especially to the City's youth. It is hereby resolved that Retailers that sell Vape Products in the City of Norwalk are affecting the public health, safety, and general welfare, and as such necessitate regulation and control.

§ ____-2. Definitions.

For the purposes of this Chapter, the following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

APPLICANT

Any person, firm, corporation, or other entity that files an application under this Chapter as a Retailer.

BOARD OF HEALTH

The Board of Health of the City of Norwalk.

CHIEF OF POLICE

The Chief of Police of the City of Norwalk, or their designee.

CITY CLERK

The City Clerk of the City of Norwalk, or their designee.

DIRECTOR OF HEALTH

The Director of Health of the City of Norwalk, or their designee.

RETAILER

Any person, firm, corporation, or other entity that owns, operates, or manages any place at which Vape Products are sold. Retailer also includes any person, firm, corporation, or other entity that is required to secure a dealer's license under Connecticut General Statutes §12-287, as amended from time to time.

SALE, SELL, OR SOLD

Selling, giving, bartering, exchanging, delivering, or otherwise distributing tobacco products or Vape Products, unless the person is delivering or accepting delivery in such person's capacity as a Salesperson. Sale or Sell also includes offer to sell, barter, or exchange.

SALESPERSON

Any person who Sells Vape Products for a Retailer.

VAPE PRODUCTS

Any product that employs a heating element, power source, electronic circuit or other electronic, chemical or mechanical means, regardless of shape or size, to produce a vapor that may include nicotine or cannabis and is inhaled by the user of such product. Vape Product does not include a medicinal or therapeutic product that is (A) used by a licensed health care provider to treat a patient in a health care setting, (B) used by a patient, as prescribed or directed by a licensed health care provider in any setting, or (C) a drug or device, as defined in the federal law, as amended from time to time.

Article II. License to Sell Vape Products.

§ ____-3. License Required.

It shall be unlawful for any person, firm, corporation, or other entity to sell Vape Products in the City of Norwalk without first having obtained a license to do so from the City Clerk.

§ ____-4. Filing of Application; Filing Fee.

Each Applicant for a license to sell Vape Products shall file an application with the City Clerk and shall pay a filing fee in an amount set by the City Clerk and approved by the Common Council. Such fee is due and payable at the time of application and is not refundable.

§ ____-5. Contents of Application; Information Required.

The application for a license to sell Vape Products shall (a) be in a form prescribed by the City Clerk, (b) be signed and sworn by the Applicant, and (c) include the following information:

- A. If the Applicant is a natural person, then they shall provide their name, residential address, business address and date of birth. If the Applicant is not a natural person, then it shall provide the names, residential addresses, business addresses and date of birth of each shareholder, director, officer, member, or partner of the Applicant,
- B. If the Applicant is a natural person, then they shall provide two portrait photographs of themselves, at least two inches by two inches, and a complete set of their fingerprints. If the

Applicant is not a natural person, the Application shall include two portrait photographs and a complete set of fingerprints of each shareholder, director, officer, member, or partner of the Applicant. Said fingerprints shall be taken by the Chief of Police, who shall also conduct a criminal background check.

- C. If the Applicant is a natural person, then they shall provide a list of all criminal convictions, except minor traffic violations. If the Applicant is not a natural person, then it shall provide a list of all criminal convictions, except for minor traffic violations, of each shareholder, director, officer, member, or partner of the Applicant.
- D. The location of the establishment where Vape Products are to be Sold.
- E. Plans for the physical layout of the establishment.
- F. A list of the type of Vape Products to be Sold.
- G. Copies of all required certificates, permits and licenses, showing proper compliance with all applicable rules, regulations, ordinances, and statutes, including zoning, building and health laws and regulations.
- H. A written statement that the Applicant has or will provide training to all the Applicant's Salespersons on the Sale of Vape Products, including: (1) that the Sale of Vape Products to a person under the age of 21 years of age is illegal, (2) what proof of age is legally acceptable, and (3) that a Sale to a person under 21 years of age can subject the Retailer to a monetary fine and suspension of the license to sell Vape Products.
- I. Such other information the City Clerk shall deem necessary to determine whether the Applicant is eligible for a license under this Chapter.

§ ____-6. Application; Notification of Denial.

Applications for licenses to sell Vape Products shall be submitted to the City Clerk not less than 60 days after the effective date of this Chapter for an existing establishment or for the opening of a new establishment. A copy of the application shall be simultaneously submitted to the Chief of Police and the Town Clerk. Any license issued under this Chapter shall be valid until the next renewal date unless suspended or revoked. Upon denial of an application, the City Clerk shall notify the Applicant in writing not less than 30 days after receipt. The denial shall include the facts and specific sections of this Chapter upon which the determination was made. Notification shall be sent by certified mail to the Applicant's residence or place of business. Said notification shall be deemed complete seven days following the date of mailing.

§ ____-7. Issuance of License.

- A. The City Clerk shall issue a license to sell Vape Products within 45 days following receipt of the application, provided the application complies with the provisions of this Chapter and upon finding:
 - (1) All requirements concerning operations and facilities described in this Chapter will be

complied with as of the effective date of the permit.

- (2) Compliance with all other statutes, codes or ordinances, including health, zoning, building, fire and safety requirements of the City and the State of Connecticut as of the effective date of the license.
 - (3) Applicant/Retailer has not had two or more violations of any provision of the Norwalk City Code within the last 24 months.
 - (4) Applicant/Retailer has no outstanding violations of any provision of the Norwalk City Code.
 - (5) Neither the Applicant, if a natural person, nor any shareholder, director, officer, member, or partner of the Applicant, if the Applicant is not a natural person, has been convicted of any felony.
 - (6) The Applicant is at least 21 years of age.
- B. Upon issuance, the license shall be valid for a period beginning with the date of the license to the first day of January next succeeding the date of license unless sooner suspended or revoked in accordance with this Chapter, or unless the Retailer to whom it was issued discontinues the business. In either case, the holder of the license shall immediately return it to the City Clerk.

§ ____-8. Retailer's Requirement to Display License.

A Retailer's license shall be visible to the public inside the Retailer's establishment at all times. In the event of mutilation or destruction of such license, a duplicate copy, marked as such, shall be issued by the City Clerk, upon application accompanied by the mutilated license or, if the license has been destroyed, an affidavit signed and sworn by the Retailer attesting to such fact and the circumstances of such destruction. A fee for such duplicate license shall be set by the City Clerk and approved by the Common Council.

§ ____-9. Renewal of License.

A license to sell Vape Products may be renewed in accordance with the following:

- A. Applications for renewal shall be made at least 90 days before expiration and shall be in the form prescribed by the City Clerk and signed and sworn by the Applicant.
- B. Each application for renewal of a license shall be accompanied by a nonrefundable fee in the amount set by the City Clerk and approved by the Common Council. Such fee is due and payable at the time of the application for renewal.
- C. The City Clerk shall renew each license upon making the findings required for issuance of the original license.
- D. No license shall be renewed if: (1) the Applicant/Retailer is in violation of any provision of this Chapter; (2) the Applicant/Retailer has any outstanding violations or fines pursuant

to any Norwalk City Code provision; (3) the Applicant/Retailer has two or more violations of any provision of the Norwalk City Code within the last 24 months; or (4) the current license of the Applicant/Retailer has been suspended or revoked.

- E. A license shall not be transferable, including from one Retailer to another Retailer or from one location to another location; provided, however, that in the case of a natural person, upon the death or incapacity of the Retailer who obtained the license, the establishment may continue in business for a period not to exceed 60 days to allow for an orderly transfer of the business to a successor licensee. During this period, the successor must complete all the steps required under this Chapter for obtaining an initial license.
- F. If renewal of the license is denied, the City Clerk shall notify the Applicant/Retailer in writing not less than 30 days before expiration of the license including the facts and specific section or sections of this Chapter upon which this determination was made. Notification shall be sent by certified mail to the Applicant/Retailer's residence or place of business. Said notification shall be deemed complete seven days following the date of mailing.

Article IV. Compliance; Violations and Penalties.

§ ____ -10. No Sales to Minors.

- A. No Retailer or Salesperson shall Sell any Vape Product to any person under the age of 21 years of age.
- B. The Retailer or Salesperson Selling any Vape Products must request and examine the identification card issued in accordance with the provisions of the Connecticut General Statutes, as amended from time to time, for anyone who appears to be under the age of 30 and verify proof of age demonstrating the recipient is at least 21 years of age before Selling any Vape Products.
- C. That a person appeared to be over the age of 21 shall not constitute a defense to a violation of this section. If a person fails to provide such proof of age, such Retailer or Salesperson shall not Sell any Vape Products to the person.

§ ____ -11. Signage.

“The Sale of Vape Products to Persons Under 21 is Prohibited” signs shall be legibly printed in letters at least one-half inch high and shall be posted clearly and conspicuously in every location where the products are available for purchase. Signage shall be in multiple languages, including but not limited to, Spanish and Haitian-Creole, as needed to be consistent with other facility postings.

§ ____ -12. Inspection.

The Director of Health and/or the Chief of Police may, from time to time, make an inspection of each Retailer operating within the City for the purposes of determining compliance with the

provisions of this Chapter. Such inspections shall be at a reasonable time and in a reasonable manner. Inspections of a Retailer's establishment shall include, but not be limited to, examination of products, records, advertising materials, signage, and the physical premises to ensure compliance with this Chapter. It shall be a violation of this Chapter for any person to fail or refuse to allow such inspection or to hinder such inspection in any manner.

§ ____-13. Violations and Penalties.

A. Violations.

- (1) Any Retailer who violates any of the provisions of this Chapter shall be guilty of an infraction and subject to civil penalty fine, suspension, and/or revocation of license. Each violation, and every day in which a violation occurs, shall constitute a separate and distinct infraction.
- (2) In the event that a violation has occurred, the City Clerk shall have 30 days from the date of the violation to issue notice of said violation via written order to the Retailer. The order shall specify the section of this Chapter of which the Retailer is in violation and shall specify the penalty for non-compliance. Notification shall be sent by certified mail to the Applicant's residence or place of business. Said notification shall be deemed complete seven days following the date of mailing.
- (3) A Retailer shall be found in violation of this Chapter if:
 - (a) The Retailer or any Salesperson Sells Vape Products to any person under the age of 21 years.
 - (b) The Retailer fails to post signage and license as required.
 - (c) The Retailer fails to pay any fines imposed in accordance this Chapter.
 - (d) The Retailer or any Salesperson Sells or uses on the premises any narcotic substance or any controlled drug as defined in Section 21a-242 of the Connecticut General Statutes, as amended from time to time.
 - (e) The Retailer fails to maintain standards prescribed by the Connecticut Department of Public Health or the City's Health Department, or their respective successors.
 - (f) The Retailer or any Salesperson refuses to submit to the City Clerk any reports or make available any records required in investigating the establishment for the purpose of ensuring compliance with this Chapter.
 - (g) The Retailer or any Salesperson fails or refuses to submit to an investigation by persons authorized by law to conduct fire, building, health, or law enforcement related inspections.
 - (h) The Retailer or any Salesperson violates state or local Vape Products sales and use laws.

- (i) The Retailer or any Salesperson violates any of the provisions of this Chapter, or any rules and regulations established by the City Clerk, pursuant to this Chapter.
- (j) The Retailer or any Salesperson furnishes or makes any misleading or false statements or reports in relation to this Chapter, including in connection with an application for an initial or renewal license or an inspection under this Chapter.
- (k) Upon suspension or revocation of a license, the Retailer fails to remove all Vape Products from the premises.

B. Penalties.

(1) If the Chief of Police or the Director of Health find that a Retailer is in violation of this Chapter, it shall be punishable by a fine, suspension, and/or revocation of license as follows:

- (a) Upon the first violation of this Chapter, the Chief of Police, the Director of Health, or their respective designees, shall impose a fine of \$250.00.
- (b) If a second violation of this Chapter is issued within a 12-month period following the first violation, the Retailer's license shall be suspended for 6 months by the Director of Health. Upon suspension of a license, all Vape Products shall be removed from the premises. Failure to remove shall constitute a separate violation for each and every day of noncompliance.
- (c) If a third violation of this Chapter is issued within a 24-month period following the first violation, the Retailer's license shall be revoked by the Director of Health. Upon revocation of a license, all Vape Products shall be removed from the premises. Failure to remove shall constitute a separate violation for each and every day of noncompliance.

C. Upon suspension or revocation of a license, all Vape Products shall be removed from the premises within 7 days from the date of suspension or revocation.

Article III. Hearings.

§ ____ -14. Notification of revocation or suspension; hearing.

The City Clerk may revoke or suspend any license issued pursuant with this Chapter in accordance with the following procedure:

- A. The City Clerk may revoke or suspend any license issued under this Chapter by notifying the Retailer in writing of such revocation or suspension, and the reasons therefor, and informing the Retailer of their right to request a hearing before the Board of Health and the procedure for such hearing, including all procedural deadlines.

- B. Notice of revocation or suspension shall be sent to the Retailer by certified mail to the Retailer's residence or place of business. Said notification shall be deemed complete seven days following the date of mailing.
- C. A request for hearing must be delivered to the City Clerk within 20 days following the date of mailing of the notice of revocation or suspension.
- D. A hearing shall be scheduled to commence within 60 days following the date of actual receipt by the City Clerk of the request for a hearing.
- E. The City Clerk shall schedule the hearing on behalf of the Board of Health, and shall notify the Retailer by certified mail addressed to the Retailer's residence and business addresses, of the date, time and place of the hearing, not less than 20 days prior to the hearing.
- F. At any hearing held under this section, the City Clerk and the Retailer may present any pertinent and material written and testimonial evidence, and shall have the right to cross-examine all witnesses. Witnesses shall testify under oath or affirmation.
- G. The City Clerk shall have the burden of proving the facts and circumstances that warrant the revocation or suspension of a license.
- H. The Board of Health shall render a written decision on the appeal within 20 days following the conclusion of the hearing. Said decision shall state whether the appeal is dismissed or sustained, the facts and circumstances found to support the decision, and shall state the relief ordered, if any.
- I. A request for a hearing under this section shall stay any revocation or suspension until such time as a hearing has been held and a decision rendered thereon; provided, however, that if the Board of Health finds that the public health, safety, or welfare requires emergency action and incorporates a finding to that effect in the notice of revocation or suspension, the Retailer may be suspended immediately, pending a hearing thereon, which hearing shall be promptly instituted and all facts and issues promptly determined.
- J. The criminal arrest for a felony, on or off the premises, of the Retailer, if a natural person, or any shareholder, director, officer, member, or partner of the Retailer, if the Retailer is not a natural person, shall constitute an emergency requiring the immediate suspension of a license pending a hearing.

§ ____ -15. Hearing on Denial of License or Renewal.

- A. An Applicant aggrieved by the denial of a license to operate an establishment that Sells Vape Products or by the denial of renewal of such license may request, in writing, a hearing before the Board of Health, at which hearing such person shall be afforded the

opportunity to present evidence and argument on all facts or issues involved.

- B. The City Clerk shall, upon receiving a request for a hearing under this section, schedule a hearing not later than 60 days from the date of actual receipt of the request and shall notify all parties of the time and place thereof.
- C. The Applicant shall have the burden of proving that the requirements for the issuance of a license has been met.
- D. The Board of Health shall render a decision within 35 days of the date of said hearing and shall notify the Applicant party and the City Clerk by certified mail.

§ ____-16. Appeal.

Any person aggrieved by any order or decision under this chapter may, within 10 days of such order or decision, appeal therefrom to the Superior Court judicial district at Stamford/Norwalk.

Article IV. Effective Date.

This Chapter shall take effect on August 1, 2025.