



REGULAR MEETING – COMMUNITY SERVICES COMMITTEE AGENDA

MARCH 25, 2026, 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 Keenan McMahon at KMcMahon@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: January 21, 2026**

IV. **PUBLIC PARTICIPATION**

V. **NEW BUSINESS**

VI. **ACTION ITEMS**

- A. Authorize the Mayor, Barbara C. Smyth, to execute any and all agreements and amendments with Education Development Center Inc. to process payment for online trainings, tentatively scheduled in March 2026.

- B.** Authorize the Mayor, Barbara C. Smyth, to execute any and all agreements, documents, instruments, or amendments as may be necessary with Carver Foundation, Inc. to provide financial assistance for the 2026 Summer Enrichment Program in the amount of \$147,000. Account No. 012010-5A0620.
- C.** Authorize the Mayor, Barbara C. Smyth, to execute any and all agreements, documents, instruments, or amendments as may be necessary with the Local Prevention Council in the amount of \$20,000.00 - Account No. 012010-5A0620 to the fiduciary Positive Directions, 90 Post Rd W, Westport, CT 06880 c/o The Norwalk Partnership.

VII. DISCUSSION

- A.** Update from Human Services Director, Keenan McMahon on the Norwalk Opioid Settlement Mini-Grant Program; informational only, no Council action required.
- B.** Introduction to Community Services panel on services for Norwalk children and youth by Human Services Director, Keenan McMahon. Panel includes David Walenczyk, Youth Services Director; Mary Oster, Early Childhood Coordinator; and Theresa Argondezzi, Assistant Director of Health/Community Health.

VIII. ADJOURNMENT

UPCOMING MEETINGS

April 22, 2026

**CITY OF NORWALK
COMMUNITY SERVICES COMMITTEE
SPECIAL MEETING MINUTES - JANUARY 21, 2026
VIRTUAL MEETING VIA ZOOM**

ATTENDEES: Nicol Ayers (Chair), Jesse Buccolo, Broderick I. Sawyer, Anne Wennerstrand, Richard Dellinger, Brian Bailey, Jan Degenshein.

STAFF: Lamont Daniels, Chief of Staff, Keenan McMahon, Human Services Director, Deanna D'Amore, Director of Health, Darleen Hoffler, Supervisor of Clinical Services.

I. CALL TO ORDER

The meeting was called to order at 7:00 PM by Ms. Ayers.

II. ROLL CALL

Roll call was taken by Ms. Ayers and a quorum was present.

III. PUBLIC PARTICIPATION

There was no public participation.

IV. ACCEPTANCE OF MINUTES

A. Special Meeting: June 18, 2025

Ms. Ayers noted that this was a new council and that members who were not present at the June 18, 2025, meeting should abstain from voting.

**** MS. AYERS MOVED TO APPROVE THE MINUTES OF THE SPECIAL MEETING OF JUNE 18, 2025.**

**** THE MOTION PASSED. THE MINUTES WERE APPROVED. ABSTENTIONS – MR. SAWYER, MS. WENNERSTRAND, MR. DELLINGER, MR. BUCCOLO (NOT PRESENT AT THE JUNE 18, 2025, MEETING).**

V. DISCUSSION

A. New Human Services Director, Keenan McMahon

Ms. Ayers introduced Ms. McMahon, the newly hired Human Services Director. Ms. McMahon addressed the committee and shared her professional background, including ten years of experience in nonprofits providing housing, employment, early childhood, youth, educational, mental health, and addiction recovery services; prior legal practice focused on family, children, and juveniles; and prior experience as an elementary school teacher in regular and special education. She expressed her enthusiasm for joining the City of Norwalk as a long-time resident

and her excitement to build on the successes of the Community Services model and the Human Services Division.

Ms. Wennerstrand welcomed Ms. McMahon and stated that her background and residency in Norwalk would make her a wonderful asset to the team.

Mr. Buccolo echoed the welcome, noted that Ms. McMahon has already facilitated meetings and comes highly recommended, and expressed appreciation for her experience as a former teacher.

Ms. Ayers thanked Ms. McMahon and stated that the committee was very excited to have her join the City of Norwalk.

VI. ACTION ITEMS

A. Authorize the Mayor, Barbara C. Smyth, to execute agreements and amendments with CT State Community College – Norwalk for Health Department staff and volunteers to use space on CT State Norwalk campus for the Know Your Numbers health screening program on various dates between February 1, 2026 and December 31, 2026.

Ms. D'Amore, Director of Health, presented the item. She explained that the Know Your Numbers program is a free community-based health screening offering blood pressure, A1C, BMI, and waist circumference measurements, along with health education, referrals, and follow-up. She noted that screenings were successfully held at CT State Community College – Norwalk last year with the highest attendance of all locations, and the department wishes to continue the program at this location throughout 2026. The agreement was previously reviewed by the Law Department.

**** MR. DEGENSHEIN MOVED TO AUTHORIZE THE MAYOR, BARBARA C. SMYTH, TO EXECUTE AGREEMENTS AND AMENDMENTS WITH CT STATE COMMUNITY COLLEGE – NORWALK FOR HEALTH DEPARTMENT STAFF AND VOLUNTEERS TO USE SPACE ON THE CT STATE NORWALK CAMPUS FOR THE KNOW YOUR NUMBERS HEALTH SCREENING PROGRAM ON VARIOUS DATES BETWEEN FEBRUARY 1, 2026 AND DECEMBER 31, 2026.**

**** THE MOTION WAS APPROVED UNANIMOUSLY.**

B. Authorize the Mayor, Barbara C. Smyth, to execute agreements and amendments with POC Network Technologies LLC d.b.a. TransactRx to provide billing services on behalf of the Norwalk Health Department beginning on the date of signing of the agreement and continuing for a duration of one year after which the agreement will renew automatically.

Ms. D'Amore presented the item and introduced Ms. Darleen Hoffler, Supervisor of Clinical Services. Ms. Darleen Hoffler explained that the department uses the TransactRx system to submit claims and determine eligibility for adult and childhood immunization programs. The system expedites submissions and reduces the need for additional staff. The cost is budgeted and typically under one dollar per claim, with invoices issued by TransactRx or offset against revenue.

Ms. Wennerstrand asked if there was any invoicing and how it was paid. Ms. Darleen Hoffler and Ms. D'Amore confirmed that the department is invoiced per claim and that the expense is covered within the existing budget, often offset by revenue.

**** MR. SAWYER MOVED TO AUTHORIZE THE MAYOR, BARBARA C. SMYTH, TO EXECUTE AGREEMENTS AND AMENDMENTS WITH POC NETWORK TECHNOLOGIES LLC D.B.A. TRANSACTRX TO PROVIDE BILLING SERVICES ON BEHALF OF THE NORWALK HEALTH DEPARTMENT BEGINNING ON THE DATE OF SIGNING OF THE AGREEMENT AND CONTINUING FOR A DURATION OF ONE YEAR AFTER WHICH THE AGREEMENT WILL RENEW AUTOMATICALLY.**

**** THE MOTION WAS APPROVED UNANIMOUSLY.**

VII. ADJOURNMENT

**** MR. SAWYER MOVED TO ADJOURN THE MEETING.**

**** THE MOTION WAS APPROVED UNANIMOUSLY.**

The meeting adjourned at approximately 7:19 PM.

UPCOMING MEETING

February 18, 2026

Respectfully Submitted,
Courtney Baldwin,
Recording Secretary



Public Health
Prevent. Promote. Protect.
Norwalk Health Department



To: Members of the City Council
From: Theresa Argondezzi, Assistant Director of Health, Community Health
Re: Education Development Center – Training Terms and Conditions
Date: February 18, 2026

The Health Department plans to use grant funding to enroll staff members and community healthcare partners in an online training from Education Development Center (EDC). This Collaborative Safety Planning training is part of our ongoing work under the CT Comprehensive Suicide Prevention grant.

As part of their routine process for trainings such as this, EDC requires acceptance of Terms and Conditions associated with billing and invoicing for the training.

EDC is home to the federally-funded [Suicide Prevention Resource Center](#) (SPRC) and the [National Action Alliance for Suicide Prevention](#) and is the training center for [Zero Suicide](#), a continuous quality improvement framework for healthcare systems. This particular training is for Collaborative Safety Planning, a process to engage a person in crisis to try to keep them safe.

We request approval for the following authorization:

1. Authorize the Mayor, Barbara C. Smyth, to execute any and all agreements and amendments with Education Development Center to process payment for online trainings, tentatively scheduled in March 2026.



EDC.ORG

Education Development Center

300 Fifth Avenue , Suite 2010
Waltham Massachusetts 02451
(617) 969-7100

ESTIMATE - NOT FOR PAYMENT

Bill To

Norwalk Health Department

137 East Avenue
Norwalk, CT, 06851

Estimate#	EST-001400
Estimate Date	02.11.2026
Expiry Date	02.13.2026

#	Item & Description	Start Date	End Date	Qty	Rate	Amount (US\$)
1	Collaborative Safety Planning - per person 16 registrations for EDC-hosted Safety Planning training on 3/16/26	03.16.2026	02.16.2026	16.00	112.50	1,800.00

Please ensure this estimate accurately reflects your order request. All materials and licenses are non-refundable and non-transferable upon shipment or electronic delivery.

Sub Total	1,800.00
Total	\$1,800.00

Terms & Conditions

By accepting this estimate or quotation, you voluntarily agree to the Terms & Conditions set out herein and acknowledge that:

- You have read and understand the Terms and Conditions;
- You certify that you have the authority to enter into this agreement on behalf of your company, organization, educational institution, agency, or department of federal government as its authorized legal representative.
- In the event of a conflict between the Terms and Conditions set forth herein and any other terms between the parties in connection with the Services, the Terms and Conditions set forth herein shall prevail.

Education Development Center, Inc. General Terms and Conditions

These General Terms and Conditions ("Terms and Conditions"), the attached description of services and estimate ("Proposal/Estimate"), and any change orders to which the parties have agreed constitute the Agreement ("Agreement") between you (the "Client") and Education Development Center, Inc. ("EDC"), a nonprofit corporation having its principal place of business at 300 Fifth Ave, Suite 2010, Waltham, MA 02451 USA.

1. **Services.** The services (the "Services") are set forth in the attached Proposal/Estimate and in any mutually agreed to change orders. Unless otherwise set forth in the Proposal/Estimate, Customer will have the duration of the period of performance to use or schedule any Services after which time any remaining, unscheduled Services will be forfeited.
2. **Rescheduling.** Once Client schedules dates and times for any Services, EDC will allocate resources accordingly. If a Service needs to be rescheduled at the Client's request for any reason, EDC will make reasonable efforts to accommodate rescheduling needs. If EDC has incurred any costs related to the Services that cannot be refunded to EDC because of the rescheduling, Client will reimburse EDC for all non-cancelable fees, penalties, and expenses.
 - 2.1 **Rescheduling fees.** In addition to the reimbursable costs in Section 2 above, EDC may impose additional fees for delays in notification as follows:
 - 10% of Service fee if rescheduled between 60-90 days of the Service
 - 25% of Service fee if rescheduled between 31-59 days of the Service
 - 50% of Service fee if rescheduled within 30 days of the Service
 - 2.2 **Cancellation.** If a Service needs to be cancelled at the Client's written request for any reason and EDC has incurred any costs related to the Services that cannot be refunded to EDC because of the cancellation, Client will reimburse EDC for all non-cancelable fees, penalties, and expenses. Unless otherwise set forth in the Proposal/Estimate, EDC may impose additional fees as following:
 - No fee will be charged if cancelled 180 days prior to the original scheduled Service
 - 10% of original fee if cancelled 90-179 days prior to the original scheduled Service
 - 50% of Service fee if cancelled 31-89 days prior to the original scheduled Service
 - 100% of fee if cancelled within 30 days prior to the original scheduled Services.
 - 2.3 **Staffing, Designated Contact, and Cooperation.** EDC shall have sole discretion in staffing the Services and may assign the performance of any portion of the Services to any subcontractor or consultant provided that EDC shall be fully responsible for the performance of any such subcontractor or consultant. EDC reserves the right to adjust staffing to accommodate appropriate staffing ratios dependent upon anticipated attendance according to the confirmed attendee list. Client shall designate at least one employee as its primary contact to be available for communication with EDC in providing the Services. Client will cooperate with EDC, will provide EDC with accurate and complete information, will provide EDC with such assistance and access as EDC may reasonably request, and will fulfill its responsibilities as set forth in this Agreement. If EDC personnel are required to be present on a Client site, Client will provide adequate workspace and may provide reasonable worksite safety and security rules to which such personnel are to conform. All resources and information that are required for EDC to perform the Services shall be provided at Client's expense unless otherwise agreed to by the parties as set forth in the Proposal/Estimate.
 - 2.4 **Change Orders.** The Services to be provided hereunder shall not be changed in any material respect without a mutually agreed upon change order signed by an authorized representative of each party. Unless otherwise agreed to by the parties, and set forth in the change order, all additional Services set forth in the change order shall be billable as set forth in the change order. Minor changes, such as limited changes to timeline, can be agreed to in email by both parties so long as such changes do not extend beyond the end of the period of performance.
3. **Compensation.** In consideration for the Services to be performed, Client will pay and EDC shall accept as full compensation the fees listed in the Proposal/Estimate (the "Compensation"). Compensation fees are non-refundable and non-cancelable, except as specified in Section 2. In addition to paying the applicable fees, Client shall also pay all reasonable travel and out-of-pocket expenses incurred by EDC in connection with any Services rendered, unless specified otherwise in the Proposal/Estimate. EDC will send invoices to the Client in accordance with the payment schedule listed in the Proposal/Estimate. Client will make payments (payable to "Education Development Center, Inc.") within thirty (30) days of the date of the invoice or immediately upon completion of each service as noted in the Proposal/Estimate and any signed change orders, whichever is later. All payments made under this Agreement shall be in United States Dollars (USD) currency. Any amounts due and payable by either party to the other party shall be paid in USD, unless otherwise agreed upon in writing by both parties. Payments should be sent to Accounts Receivable, Education Development Center, Inc., 300 Fifth Avenue, Suite 2010, Waltham, MA 02451.
4. **Ownership of Intellectual Property.** The parties agree and acknowledge that EDC owns all materials, including but not limited to data, reports, curricula, specifications, outlines, drafts, software, videotapes and any other materials or deliverables, in any medium, which are prepared and/or developed by EDC in the performance of its obligations under this Agreement (the "EDC Materials"). All intellectual property rights in the EDC Materials are the sole and exclusive property of EDC.

5. **License Grant.** Subject to the terms and conditions set forth in this Agreement and provided that Client has paid in full all good faith undisputed amounts owed to EDC, EDC ("Licensor") hereby grants to the Client ("Licensee") a non-exclusive, non-commercial, non-transferable, revocable, royalty-free license (without the right to sublicense), solely for the Permitted Uses described in this Agreement set forth in Section 7 ("License").
6. **Copyright and Credit.** Client acknowledges and agrees to include the notice of EDC as the owner of copyright as described in the "Acknowledgement and Copyright Notice" section of this Proposal/Estimate Form, on all published materials regarding the Project. Client shall acknowledge EDC as the sole developer and owner of the materials, and this written acknowledgment shall appear on all marketing and promotional materials related to the Services.
7. **Permitted Uses.** The License is restricted to the following uses: to use, reproduce, distribute and display the EDC Materials only for Client's own internal, non-commercial purposes. "Internal" means use of the EDC Materials for Client's own employees, internal networks, and the population Client directly serves; provided, however, that any such use is pursuant to this Agreement. External use of the EDC Materials requires a separate written license agreement. "External" means public display, including but not limited to use of the EDC Materials on any publicly available (a) website, or (b) blog, or (c) social media site, or other similar web applications. Client shall not use, or authorize others to use, the EDC Materials in any manner that is directed toward commercial advantage, profit, or private monetary compensation.
8. **Client Obligations.** The Client acknowledges and agrees that it shall be responsible for performing the Client obligations outlined in Proposal /Estimate in a timely manner and will cooperate with EDC in all matters relating to the Services and, if applicable, will provide EDC (its agent, subcontractors, consultants, employees, and assignees) with access to the Client's premises, other office accommodations, IT support, other requests, and provide such information as reasonably required by EDC to fulfill its obligations under this Agreement. Client acknowledges and agrees that EDC's ability to perform under this Agreement is entirely dependent upon Client's prompt performance of its obligations, described in the Proposal/Estimate, to provide materials and written approvals and/or instructions to EDC with regard to the Services. Any delays in Client's performance or changes in the Services requested by Client may delay delivery of the EDC Services **and result in additional fees charged to Client in accordance with this Agreement.**
9. **Force Majeure.** EDC and Client will be excused from further performance of this Agreement if such performance is rendered impossible or unfeasible due to catastrophes, Acts of God, or other major event beyond their reasonable control. A party affected by force majeure will take all reasonable measures to fulfill its obligations with a minimum of delay. It will notify the other party of such event as soon as possible and will give notice of the restoration of normal conditions as soon as possible. When such events have abated, the parties' respective obligations will resume. If the party affected by force majeure is unable to resume its obligations hereunder within a reasonable time, either party may terminate this Agreement upon thirty days written notice to the other.
10. **Termination.** Either Party may terminate this Agreement for any reason upon 30 days written notice to the other party. Either party may terminate this Agreement immediately in the event of a material breach of this Agreement by the other party that is not cured within thirty (30) days of written notice thereof from the other party. In the event of termination, Client will compensate EDC for all applicable fees, completed Services and the negotiated price for partially completed Services.
11. **Independent Contractors.** EDC's relationship to Client under this Agreement is that of an independent contractor. Nothing in this Agreement is intended to constitute a partnership, agency, employer, employee or joint venture relationship between the parties. Neither party may incur any debts or make any commitments for the other party. The Client is responsible for any taxes related to the Services.
12. **Insurance.** Each party agrees to carry general comprehensive liability insurance and any additional insurance required by any applicable laws or regulations, in amounts consistent with industry standards, to provide to the other party written evidence of such insurance upon request, and to notify the other party promptly in the event of any cancellation or modification of such insurance.
13. **Indemnification and Limitation of Liability.**
 - (a) To the extent permitted by law, Client agrees to defend, indemnify, and hold harmless EDC, its trustees, directors, officers, employees and agents, and their respective successors, heirs and assigns (the "EDC Indemnitees") from and against any liability, damage, loss, cost, fee or expense (including reasonable fees of attorneys and other testifying or consulting professionals, and expenses of litigation) incurred by or imposed upon the EDC Indemnitees or any one or more of them to the extent arising from any allegations, claims, suits, actions, demands, whether threatened or pending, or judgments arising from or relating to the performance of this Agreement, to the extent such liability, damage, loss, or expense (i) is caused by or results from the negligent or intentional acts or omissions of Client, its trustees, directors, officers, employees or agents; or (i) arises from the breach of any other warranty or representation made by Client.
 - (b) EDC agrees to defend, indemnify, and hold harmless Client, its trustees, directors, officers, employees and agents, and their respective successors, heirs and assigns (the "Client Indemnitees") from and against any liability, damage, loss, cost, fee or expense (including reasonable fees of attorneys and other testifying or consulting professionals, and expenses of litigation) incurred by or imposed upon the Client Indemnitees or any one or more of them solely to the extent arising from any allegations, claims, suits, actions, demands, whether threatened or pending, or judgments arising from or relating to the performance of this Agreement, to the extent such liability, damage, loss, or expense (i) is solely caused by or results solely from the negligent or intentional acts or omissions of EDC, its trustees, directors, officers, employees or agents; or (ii) arises from the breach of any other warranty or representation made by EDC.
 - (c) Notwithstanding the foregoing, the parties agree that Client assumes all risks associated with the use of information provided to Client as part of the Services. EDC shall be held harmless and will not in any event be liable for any direct, indirect, punitive, special, incidental, or consequential damages, including, without limitation, lost revenues, or lost profits, arising out of or in any way connected with the use or

misuse of the information provided to Client hereunder, or from any information, documents, services, websites, or other material provided hereunder, or otherwise arising from the Services, whether based on contract, tort, strict liability or otherwise. EDC shall not be liable for any loss or injury caused in whole, or in part, by its actions, omissions, or contingencies beyond its control, including in procuring, compiling, or delivering the information, or arising out of any errors, omissions, or inaccuracies in the information regardless of how caused, or action taken or not taken in reliance upon information furnished.

(d) **DISCLAIMER OF WARRANTIES.** EDC DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION AND MATERIALS PROVIDED AND ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

14. Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, collectively the ("Confidential Information"). Each party, its agents, and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Agreement or as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.
15. **Data Protection/Privacy Policy.** The nature of the Services requires that EDC obtains, uses and discloses (together "Use") certain information about Client ("Data"). EDC may also use the above Data, and similar Data Client provides to EDC in response to surveys, to aggregate user profiles, and provide Client with communications through EDC mailing lists. By purchasing Services Client agree to this Use. EDC will not pass any personal data onto anyone outside of Education Development Center, Inc. and its lawful assignees. EDC may link to third party websites. EDC is not responsible for the data policies, procedures, or content on these third party websites. EDC endeavors to take all reasonable steps to protect Data that constitutes personally identifiable information including the use of encryption technology, but cannot guarantee the security of any Data disclosed. Client accepts the inherent security implications of being and transacting on-line over the internet and will not hold EDC responsible for any breach of security. If Client wishes to change or update the Data EDC holds about client please contact us.
16. **Survival.** The parties' obligations to each other in Sections 4,5, 6, 7, 11, 12, 13, 14 and 15 shall survive the termination of this Agreement.
17. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between Client and EDC with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties relating to the subject matter hereof. Any modification or waiver of any of the terms must be mutually agreed to in writing by both Client and EDC.



March 18, 2026

Chair Nicol Ayers
Community Services Committee
Norwalk Common Council
125 East Avenue
Norwalk, CT 06851

RE: Carver Foundation, Inc. – 2026 Summer Enrichment Program Funding Request

Dear Chair Ayers and Members of the Community Services Committee,

I am providing this correspondence in connection with the requested action to authorize the Mayor, Barbara C. Smyth, to execute any and all agreements, documents, instruments, or amendments as may be necessary with Carver Foundation, Inc. to provide financial assistance for the 2026 Summer Enrichment Program in the amount of \$147,000 (Account No. 012010-5A0620).

The City of Norwalk has a long-standing partnership with Carver Foundation, Inc. in support of summer enrichment programming for Norwalk's K–8 students. The program includes academic instruction in literacy, math, and science, as well as project-based learning, wellness activities, and field-based enrichment opportunities.

Carver Foundation, Inc., under the leadership of CEO Ms. Novelette Peterkin, will be present to provide additional detail regarding program implementation and outcomes.

This correspondence is provided for your reference and to accompany the agenda item under consideration.

Thank you for your time and review.

Sincerely,


Lamond Daniels, LCSW, MPA
Chief of Staff
City of Norwalk

GRANT PROGRAM AGREEMENT

THIS GRANT AGREEMENT (the "Agreement"), effective as this 24th day of April, 2025 (the "Effective Date"), is entered into by and between **CITY OF NORWALK** (the "City"), a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized, and **THE CARVER, INC.**, a corporation organized and existing under the laws of the State of Connecticut with its principal place of business located at 7 Academy Street, Norwalk, CT 06850 acting herein by Novelette Peterkin, its Chief Executive Officer, duly authorized. (City and Grantee collectively referred to herein collectively as the "Parties" and individually as the "Party")

Recitals

WHEREAS, the Grantee operates a program known as the Summer Transition Program as further described and detailed in Exhibit 1 attached hereto and incorporated herein (the "Program").

WHEREAS, the Grantee has requested funds from the City for the operation of the Program, and the City desires to grant the Grantee funds in the amount of **ONE HUNDRED FORTY-SEVEN THOUSAND DOLLARS AND 00/100 CENTS (\$147,000.00)** (the "Grant Funds") under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties hereby agree as follows:

1. Recitals. The Recitals set forth herein above are incorporated into and shall constitute part of this Agreement.

2. Use of Grant Funds:

A. The Grantee shall only use the Grant Funds for ordinary and customary costs in operating the Program.

3. Remedies:

A. The City shall have the following remedies under this Agreement:

(1) In the event the Grantee breaches this Agreement, the City shall have the right to require the Grantee repay all or a portion of the Grant Funds disbursed by the City. Grantee shall reimburse the City for its expenses (including, but not limited to, reasonable attorneys' fees) in satisfying any repayment obligation.

(2) All other rights, powers or remedies available at law or in equity, or provided for in this Agreement.

B. All rights, powers and remedies provided under this Agreement or otherwise available at law or in equity shall be cumulative and not alternative, and the exercise of any such right by the City shall not preclude the simultaneous or later exercise of any other such right, power or remedy by the City.

4. **Records:** Grantee shall keep and maintain for a period of six (6) years detailed records concerning the use of the Grant Funds. The City shall have right to inspect said records and document upon request.

5. **Future Funding:** Grantee acknowledges that the City has made no actual or implied promise of funding except for the amounts specified in this Agreement. Upon expiration or termination of this Agreement for any reason, the City will have no further obligation to provide funds to Grantee.

6. **Indemnification:** The Grantee shall indemnify and hold harmless the City, its officials, employees, agents, and contractors (jointly and severally, the "City Releasees") from all liability, claims, actions, demands, damages, judgments, injuries, penalties, costs, expenses and reasonable attorneys' fees (collectively, "Claims") caused by, arising out of the acts or omissions of the Grantee, its employees, representatives, agents and subcontractors, in the use of the Grant Funds or performance of the Agreement, except to the extent such Claims are caused by the negligence or willful misconduct of a City Releasees.

7. **Insurance.** The Grantee shall obtain, at its expense, and maintain during the term of this Agreement, the insurance coverage in compliance with the following requirements:

7.1. **General.** The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Grantee's policies.

7.2. **Minimum Scope and Limits of Insurance:**

7.2.1. **Workers' Compensation Insurance:** With respect to all operations the Grantee performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

7.2.2. **Commercial General Liability:** With respect to all operations the Grantee performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

7.2.3. **Automobile Liability:** With respect to each owned, non-owned, or hired vehicles the Grantee shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

7.2.4. **Sexual Misconduct and molestation insurance** must be provided with limits of at least One Million Dollars (\$1,000,000) per occurrence and must include an additional insured endorsement naming the City as additional insured. This insurance may be either a separate policy or an endorsement to the General Liability policy. General Liability must expressly state that there is no exclusion under Automobile coverage for this policy.

7.3. Umbrella/Excess Liability: With respect to all operations the Grantee performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

7.4. "Tail" Coverage: If any of the required liability insurance is on "claims made" basis, tail" coverage will be required for a duration of twenty-four (24) months after the completion of the Program. Grantee shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following the completion of all program funded by this Agreement. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the Effective Date of this Agreement. If continuous "claims made" coverage is used, Grantee shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Program.

7.5. Acceptability of Insurers: The Grantee's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

7.6. Subcontractor: The Grantee shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

7.7. Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Grantee shall notify the Norwalk Corporation Counsel whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Grantee agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Grantee.

7.8. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Grantor. All deductibles or self-insured retentions are the sole responsibility of the Grantee to pay and/or to indemnify.

7.9. Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Grantee and the City of Norwalk Corporation Counsel. Notwithstanding this requirement, the Grantee is primarily responsible for providing such written notice to the Norwalk Corporation Counsel thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Grantee shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available.

7.10. Waiver of Governmental Immunity: Unless requested otherwise by the Norwalk Corporation Counsel, the Grantee and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

7.11. Additional Insured: The liability insurance coverage, except Workers' Compensation, required for the performance of the Program shall include the City as Additional Insured

with respect to the Grantee activities to be performed under this Agreement in connection with the Program. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

7.12. **Waiver of Subrogation:** Grantee waives the right to subrogate or seek recovery from the City and its respective insurance carriers.

7.13. **Certificate of Insurance:** As evidence of the insurance coverage required by this Agreement, the Grantee shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to use of the Grant Funds subject to this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

7.14. All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

8. Representations, Warranties, and Covenants. The Grantee represents, warrants and covenants (i) That it is a legally existing non-profit organization under the laws of its State of Connecticut and has not previously filed, nor is presently contemplating filing a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors; (ii) That it has the required corporate power necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; (iii) That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the Grantee hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions; and (iv) That it is in compliance with all applicable regulations and laws governing employment practices.

9. Captions: The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

10. Notice: Any notice regarding cancellation or termination of this Agreement shall be in writing, signed by or on behalf of the Party giving such notice, and shall be hand delivered or sent, postage prepaid, by recognized national overnight courier, or by certified mail, return receipt requested, addressed as follows:

To City: City of Norwalk
125 East Avenue
Norwalk, CT 06851-5125
Attn: Lamond Daniels, Chief of Community Services

With a copy to: City of Norwalk
Office of Corporation Counsel
125 East Avenue, Room 236
Norwalk, CT 06851-5125
Attn: Corporation Counsel

To Grantee: The Carver, Inc.
7 Academy Street
Norwalk, CT 06850
Attn: Novelette Peterkin, Chief Executive Officer

Notice shall be effective upon receipt or five (5) calendar days after deposit with an overnight carrier or the United States Post Office, whichever occurs first. Either Party may change its address set forth in this Section by giving Notice to the other Party in accordance with this Section.

11. Modification: This Agreement sets forth all terms and conditions related to the Grant Funds and replaces all prior understandings and agreements. Any modification or amendment to this Agreement must be made in writing signed by an authorized officer of each Party.

12. Applicable Law: This Agreement will be construed in accordance with the laws of the State of Connecticut. The Grantee's Program shall at all time be operated in compliance with all federal, state and local laws, statutes, regulations, and ordinances.

13. Severability: The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated. If any portion of this Agreement may be interpreted in two or more ways, one of which would render the portion invalid or inconsistent with the rest of this Agreement, it shall be interpreted in such a way and with such meaning to render such portion valid or consistent.

14. Failure to Enforce. The failure of either Party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions. Further, any express waiver of a breach of any provision hereunder by any Party shall not constitute a waiver of any prior or subsequent breach or of such Party's right to fully enforce thereafter each and every provision of this Agreement.

15. Assignment. This Agreement shall not be assignable by either Party without the express written consent of the other Party which may be withheld by the other Party in its sole discretion.

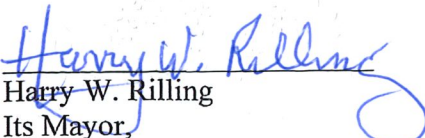
16. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective successors and assigns.

17. Captions. The section, subsection, paragraph and/or other headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof. The word "include" or "including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation."

18. Original Agreement: This Agreement, as executed by the duly authorized representatives of the Parties, may be exchanged by transmission by facsimile, portable document format (PDF), Adobe Sign and/or DocuSign, which transmission shall constitute effective delivery of such executed Agreement and may be used in lieu of the original Agreement for any and all purposes.

CITY OF NORWALK

THE CARVER, INC

By: 
Harry W. Rilling
Its Mayor,
Duly Authorized

By: 
Novelette Peterkin
Its , Chief Executive Officer
Duly Authorized

EXHIBIT 1

Program Description: Summer Transition Program for Rising 9th Graders at Brien McMahon and Norwalk High Schools.

The summer transition program is designed to help incoming 9th-grade students transition into Norwalk's two high schools. Programming includes individualized instruction, parental involvement, small group learning experiences, diverse enrichment activities, free transportation, and full-day activities benefiting working families. Students learn the basics of navigating their respective new schools. The incoming 9th-graders learn how to read a transcript, understand graduation requirements, earn credits in courses, and look ahead to potential career options. Students use Naviance/Family Connection to develop an individualized Student Success Plan.

In the latest available research for this program, in every case, students that were in a lower achievement in Spring (before summer) grew faster when we include the summer impact, compared to the prior academic year alone. Specifically, strong improvement in Math was seen, with 24% more students meeting growth goals (NWEA MAP results). In these high school summer transition programs, High Needs students showed consistent improvement in Math, with Free/Reduced (5% more), ELL (33% more), and SPED (27% more) students meeting growth goals at a faster rate when we include summer (NWEA MAP results). National research shows that students who connect learning to purpose improve their grades (particularly the low performers), attend and finish college at greater rates, and spend twice as much time on academic tasks because they looked forward to a future payoff.

Programming Includes:

Science, Journalism, Creativity, High School 101, Math for YOU, Digital Tools for School, History, S.W.A.G. Skills (STUDY, WORK, ACHIEVE, GRADUATE). Featuring the essential learning strategies for becoming a better student, this course helps students learn how to prepare for class, develop textbook reading strategies, use effective notetaking techniques, strengthen their test-taking skills, and carry their skills forward.

Whole Group Assembly – Each day ends with all the students and teachers participating in a large group meeting with guest speakers from inside and outside the school community. On Fridays, student's effort is celebrated with shout-outs and prizes

On Track Coordinators – Teacher's check-in with students on their transition to high school. They will address some of the social and emotional challenges that adolescents of this age face and develop strategies for students to best manage them.

This five-week summer program, Monday through Friday, 9:00 am to 4:00 pm, includes lunch and periodic field trips.

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement"), effective as this 24th day of April, 2025 (the "Effective Date"), is entered into by and between CITY OF NORWALK (the "City"), a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized, and POSITIVE DIRECTIONS – THE CENTER FOR PREVENTION AND COUNSELING, INC. ("Grantee"), a non-profit corporation organized and existing under the laws of the State of Connecticut with its principal place of business located at 90 Post Road West, Westport, CT 06880 acting herein by Vanessa Wilson, its Director, duly authorized. (City and Grantee collectively referred to herein collectively as the "Parties" and individually as the "Party").

RECITALS

WHEREAS, the Grantee has requested grant funds from the Grantor to support their program services for Norwalk residents as more specifically set forth herein;

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties hereby agree as follows:

1. **Recitals.** The Recitals set forth herein above are incorporated into and shall constitute part of this Agreement.

2. **Grant Funds:** The Grantor hereby grants the Grantee TWENTY THOUSAND DOLLARS AND 00/100 CENTS (\$20,000.00) subject to the terms and conditions set forth herein.

3. **Use of Grant Funds:** The Grantee shall only use the Grant Funds for expenses directly related to programs and services set forth in Exhibit 1 attached hereto provided directly to Norwalk residents. The Grants Funds shall be used for such expenses incurred by the Grantee within one (1) year of the Disbursement Date (as defined below), and the balance of the Grant Funds remaining after such time, if any, shall be paid over to the Grantor.

4. **Distributions.** The Grant Funds will be disbursed to the Grantee within thirty (30) days of the Effective Date of this Agreement (the "Disbursement Date")

5. **Remedies:**

A. The City shall have the following remedies under this Agreement:

(1) In the event the Grantee breaches this Agreement, the City shall have the right to require the Grantee repay all or a portion of the Grant Funds disbursed by the City. Grantee shall reimburse the City for its expenses (including, but not limited to, reasonable attorneys' fees) in satisfying any repayment obligation.

(2) All other rights, powers or remedies available at law or in equity, or

provided for in this Agreement.

B. All rights, powers and remedies provided under this Agreement or otherwise available at law or in equity shall be cumulative and not alternative, and the exercise of any such right by the City shall not preclude the simultaneous or later exercise of any other such right, power or remedy by the City.

6. Records and Reporting: The Grantee shall retain and maintain accurate records and documents relating to use of Grant Funds under this Agreement for a minimum of five (5) years from the Disbursement Date and shall make such records available for inspection and audit by the City or its representatives upon request. Grantee shall also maintain all necessary records in accordance with the requirements of the Connecticut Freedom of Information Act.

6. Future Funding; Non-Appropriation: Grantee acknowledges that the City has made no actual or implied promise of funding except for the amounts specified in this Agreement. Upon expiration of the Term or termination of this Agreement, the City will have no further obligation to provide funds to Grantee. Further, if future appropriations are insufficient to support this Agreement, the City may cancel at the end of the then current Term, or otherwise upon the expiration of the then existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by State or Federal funds, and in the event State or Federal funds become unavailable or reduced, the City may suspend or cancel this Grant immediately, and the City shall have no obligation to pay Grantee from City revenues.

7. Indemnification: The Grantee shall indemnify and hold harmless the City, its officials, employees, agents, and contractors (jointly and severally, the "City Releasees") from all liability, claims, actions, demands, damages, judgments, injuries, penalties, costs, expenses and reasonable attorneys' fees (collectively, "Claims") caused by, arising out of the acts or omissions of the Grantee, its employees, representatives, agents and subcontractors, in the use of the Grants or performance of the Agreement, except to the extent such Claims are caused by the negligence or willful misconduct of a City Releasees.

8. Insurance. The Grantee shall obtain, at its expense, and maintain during the term of this Agreement, the insurance coverage in compliance with the following requirements:

8.1. **General.** The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Grantee's policies.

8.2. **Minimum Scope and Limits of Insurance:**

8.2.1. **Workers' Compensation Insurance:** With respect to all operations the Grantee performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

8.2.2. Commercial General Liability: With respect to all operations the Grantee performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

8.2.3. Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Grantee shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

8.3. Umbrella/Excess Liability: With respect to all operations the Grantee performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

8.4. Acceptability of Insurers: The Grantee's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

8.5. Subcontractor: The Grantee shall require all subcontractor to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

8.6. Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Grantee shall notify the Norwalk Corporation Counsel whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Grantee agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Grantee.

8.7. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Grantee. All deductibles or self-insured retentions are the sole responsibility of the Grantee to pay and/or to indemnify.

8.8. Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Grantee and the City of Norwalk Corporation Counsel. Notwithstanding this requirement, the Grantee is primarily responsible for providing such written notice to the Norwalk Corporation Counsel thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Grantee shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available.

8.9. Waiver of Governmental Immunity: Unless requested otherwise by the Norwalk Corporation Counsel, the Grantee and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

8.10. Additional Insured: The liability insurance coverage, except Workers' Compensation, required for the performance of the Programs shall include the City as Additional Insured with respect to the Grantee activities to be performed under this Agreement in connection with the Program. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

8.11. Waiver of Subrogation: Grantee waives the right to subrogate or seek recovery from the City and its respective insurance carriers.

8.12. Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Grantee shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to use of the Grant Funds subject to this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

8.13. All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

9. Representations, Warranties, and Covenants. The Grantee represents, warrants and covenants (i) That it is a legally existing non-profit organization under the laws of its State of Connecticut and has not previously filed, nor is presently contemplating filing a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors; (ii) That it has the required corporate power and necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; (iii) That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the Grantee hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions; and (iv) That it is in compliance with all applicable regulations and laws governing employment practices.

10. Notice: Any notice regarding cancellation or termination of the Agreement shall be in writing, signed by or on behalf of the Party giving such notice, and shall be hand delivered or sent, postage prepaid, by recognized national overnight courier, or by certified mail, return receipt requested, addressed as follows:

To City: City of Norwalk
125 East Avenue

Norwalk, CT 06851-5125
Attn: Chief, Economic Development

With a copy to: City of Norwalk
Office of Corporation Counsel
125 East Avenue, Room 236
Norwalk, CT 06851-5125
Attn: Corporation Counsel

To Grantee: Positive Directions – The Center For Prevention And
Counseling, Inc.
90 Post Road West
Westport, CT 06880
Attn: Vanessa Wilson

Notice shall be effective upon receipt or five (5) calendar days, whichever occurs first. Either Party may change its address set forth in this Section by giving Notice to the other Party in accordance with this Section.

11. Modification: This Agreement sets forth all terms and conditions related to the Grant Funds and replaces all prior understandings and agreements. Any modification or amendment to this Agreement must be made in writing signed by an authorized officer of each Party.

12. Applicable Law: This Agreement will be construed in accordance with the laws of the State of Connecticut. The Grantee's Programs shall at all time be operated in compliance with all federal, state and local laws, statutes, regulations, and ordinances.

13. Severability: The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated. If any portion of this Agreement may be interpreted in two or more ways, one of which would render the portion invalid or inconsistent with the rest of this Agreement, it shall be interpreted in such a way and with such meaning to render such portion valid or consistent.

14. Failure to Enforce. The failure of either Party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions. Further, any express waiver of a breach of any provision hereunder by any Party shall not constitute a waiver of any prior or subsequent breach or of such Party's right to fully enforce thereafter each and every provision of this Agreement.

15. Assignment. This Agreement shall not be assignable by either Party without the express written consent of the other Party which may be withheld by the other Party in its sole discretion.

16. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective successors and assigns.

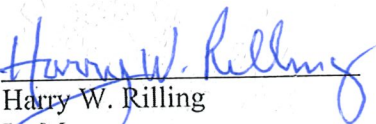
17. **Captions.** The section, subsection, paragraph and/or other headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof. The word "include" or "including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation."

18. **Original Agreement:** This Agreement, as executed by the duly authorized representatives of the Parties, may be exchanged by transmission by facsimile, portable document format (PDF), Adobe Sign and/or DocuSign, which transmission shall constitute effective delivery of such executed Agreement and may be used in lieu of the original Agreement for any and all purposes.

19. **Limitation on Damages:** Neither Party shall be liable to the other Party for indirect, incidental or consequential damages in the performance of this Agreement, even if informed of the possibility thereof in advance.

CITY OF NORWALK

POSITIVE DIRECTIONS - THE
CENTER FOR PREVENTION AND
COUNSELING, INC.

By: 
Harry W. Rilling
Its Mayor,
Duly Authorized

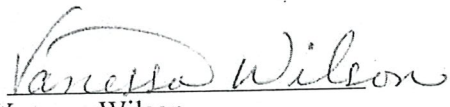
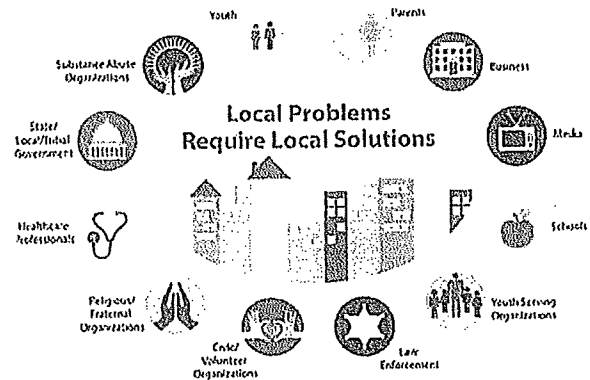
By: 
Print: Vanessa Wilson
Its: Director,
Duly Authorized

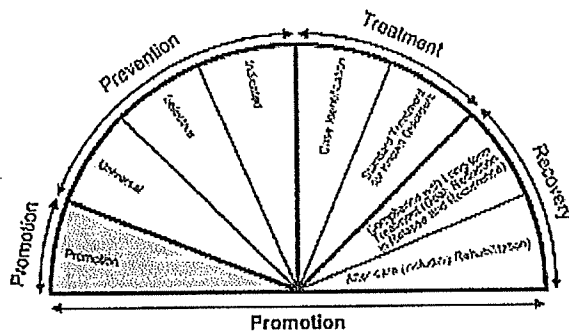
EXHIBIT 1

The Norwalk Partnership: Norwalk's Prevention Coalition

Background: In CT, the designated structure for substance misuse prevention at the community level is the Local Prevention Council (LPC), also known as local prevention coalition. An LPC must consist of 12 required stakeholder groups collaborating to identify local issues and to develop and implement plans to address those issues. (See graph on right.)



According to the behavioral health continuum (see graphic below), prevention work should begin with mental health promotion and then includes universal, selective, and



targeted prevention efforts for different populations, as well as coordination with and referral to treatment and recovery efforts. The work is approached through a public health model requiring seven types of strategies that create community change: gather & provide data; provide education; provide support; address access; address consequences; improve physical design; improve policies and enforcement.

Norwalk: In Norwalk, the LPC is called The Norwalk Partnership (TNP). Positive Directions-The Center for Prevention & Counseling is the nonprofit that currently receives both the LPC and SOR grants from DMHAS on behalf of TNP, totaling just under \$14K per year. In years past the City of Norwalk would contribute between \$16,00- \$18,000, we are looking to reactive this critical commitment at \$20,000 a year.

TNP has done important work in recent years, starting with planning and conducting a youth survey and a community survey which allowed coalition members to identify needs and plan and coordinate a wide variety of responses, including but not limited to:

- new mental health and LGBTQ trainings and resources for staff and students in the schools;
- community events such as the NorWALK for Mental Health walk and wellness fair;
- creation of an active youth coalition that provides peer education and awareness;
- a partnership with Norwalk ACTS to provide a Day of Training for youth-serving providers;
- ARPA grants to support prevention initiatives such as support groups and Teen Nights Out;
- the development of training and resource materials to combat local parent and teen misperceptions about marijuana;
- trainings for target groups such as youth and health teachers;
- legislative forums that have led to improvements in cannabis advertising and labeling laws;

Importantly, all of this work was only made possible as Positive Directions braids funding and continues to advocate for additional funding.