



## **REGULAR MEETING – PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE AGENDA**

**SEPTEMBER 25, 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](https://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](mailto: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: June 26, 2025**
- IV. **PUBLIC PARTICIPATION**
- V. **OLD BUSINESS**
- VI. **NEW BUSINESS**
  - A.
    1. **Authorize Mayor Harry W. Rilling to execute an extension Agreement with All City Management Services under RFP project number 4280, from August 22, 2026 until August 21, 2027, based on the availability of funds not to exceed**

**\$401,946.00 per year from account #013026-5258.**

- 2. Authorize the City of Norwalk Purchasing Agent, to execute purchase orders on behalf of the Norwalk Police Department to All City Management Services under RFP project number 4280, based on the availability of funds not to exceed \$401,946.00 per year from account #013026-5258.**

**B.**

- 1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under the Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant.**
  
- 2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant.**

**VII. DISCUSSION**

**VIII. ADJOURNMENT**

**UPCOMING MEETINGS**

**CITY OF NORWALK  
PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE OF THE COMMON  
COUNCIL  
REGULAR MEETING  
JUNE 26, 2025**

Attendance: Jalin Sead, Chair; Josh Goldstein; Nicole Eaddy; James Frayer

Absent: Nicol Ayers; Heather Dunn

Staff: Michele DeLuca, Deputy Director, Emergency Management; Melissa Lepore, Deputy Chief, Norwalk Police Department; Edward McCabe, Assistant Fire Chief

**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 not a quorum present.

**III. PUBLIC PARTICIPATION**

There was no public participation this evening.

**IV. NEW BUSINESS**

**A. AUTHORIZE THE MAYOR HARRY W. RILLING, TO EXECUTE A CONTRACT WITH MES FOR A TOTAL NOT TO EXCEED \$247,690.00, FOR THE PURCHASE OF NEW SELF-CONTAINED BREATHING APPARATUS (SCBA) FACEPIECES AND REGULATORS**

ACCOUNT# Acct. 09-24-031-31100-0-5777-C0310

Assistant Chief McCabe said the firefighter SCBA comprises four main components: the air bottle, the harness, the regulator, and the face piece. These funds will replace the regulators and

facepieces so the fire department will comply with the 2024 NFPA regulations. The NFPA will not allow new components to be retrofitted with older components, so the SCBAs that we currently have are still within regulations. Still, we cannot purchase other components and retrofit them with older packs, so we will need to purchase all of the components to comply with the new regulation.

Mr. Goldstein asked if this would complete the project or if there was another stop. Asst. Chief McCabe said, "Yes," this would complete the components and get them back into compliance.

Mr. Frayer joined the meeting at 7:06 PM.

**\*\* MR. GOLDSTEIN MOVED TO APPROVE THE ITEM.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

Mr. Frayer asked about the status of the new fireboat delivery. Asst. Chief McCabe said it is being prepared for shipping and may arrive at the beginning of next week.

**B. AUTHORIZE THE MAYOR HARRY W. RILLING TO EXECUTE A CONTRACT WITH MES FOR A TOTAL NOT TO EXCEED \$622,650.00 FOR THE PURCHASE OF NEW SELF-CONTAINED BREATHING APPARATUS (SCBA) HARNESES.**

ACCOUNT# Acct. 09-25-031-31100-0-5777-C0703

**\*\* MR. GOLDSTEIN MOVED TO APPROVE THE ITEM.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**V. ACCEPTANCE OF MINUTES**

**A. REGULAR MEETING: 4/24/25**

**\*\* MR. FRAYER MOVED TO APPROVE THE MINUTES AS SUBMITTED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**C. AUTHORIZE THE NORWALK POLICE DEPARTMENT TO UTILIZE A NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM WITH FLOCK SAFETY GROUP FOR PAYMENT OF HARDWARE AND SOFTWARE SUPPORT OF THE ALPR'S. THIS PAYMENT IS FOR THE FIRST YEAR OF A 24-MONTH AGREEMENT FOR SERVICES COMMENCING AUGUST 25, 2025, AND ENDING AUGUST 24, 2027.**

Deputy Chief Lepore said last year the Department of Justice awarded the police department grant funding under project safe neighborhood grant which paid for the first year to FLOCK for the automatic license plate readers which were installed around the City of Norwalk to include areas that were identified where crimes, car burglaries, and stolen motor vehicles had occurred. The system allowed officers to work and coordinate efforts with other state and federal agencies. She said they are requesting to utilize the non-competitive procurement justification form for Flock Safety Group for hardware and software support of the ALPRs. The payment is for the first year of a 24-month agreement commencing August 25, 2025, and ending August 24, 2027. The Police Department is budgeted for it, and the purchasing department has approved the payment.

Mr. Frayer asked if the units are fixed in specific locations or can be moved around. Deputy Chief Lepore said there are fixed cameras on telephone poles. Mr. Frayer asked if they have other products that can be moved around. Deputy Chief Lepore said, "Yes," but they have license plate readers installed on all patrol cars.

Mr. Sead asked what would be recorded with the license plates, how that information would be stored, and whether there would be a period when that information would be wiped out. Deputy Chief Lepore said no data is stored and is not part of the DMV system or any national crime database.

Mr. Sead said that these cameras will be a good tool for the police department on the main thoroughfares, where people are speeding.

**\*\* MS. EADDY MOVED TO APPROVE THE ITEM.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**D. AUTHORIZE THE MAYOR HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS NECESSARY TO ACCEPT GRANT FUNDING UNDER THE DEPARTMENT OF TRANSPORTATION 2025 SPEED AND AGGRESSIVE DRIVING GRANT, PROJECT NUMBER 0205-0706-AR.**

Deputy Chief Lepore said that on an annual basis, the Police Department applies to the Connecticut Department of Transportation for the 2025 speed and aggressive driving grant and has received a grant award of \$69,942 based on crash data. The crashes in Norwalk have remained consistently high in past years, resulting in increased injuries. The UCONN crash repository indicated that Norwalk would benefit from additional police presence and enforcement on our roadways. The additional enforcement actions will help deter speed-related crashes and encourage safe and responsible motor vehicle operation. The officers will focus on moving violations and will issue verbal warnings, written warnings, infraction tickets, and make arrests when appropriate. The grant parameters are set to increase patrols on Fridays through Mondays during peak traffic hours, where data show increased speed and aggressive driving problems. The grant is for July 1, 2025, through September 5, 2025.

Mr. Goldstein said he thinks it would be interesting to see the police eventually working with TMP to put together a strategy to combine the powers of police enforcement and the presence and strategic placement of automatic traffic cameras to clamp down on people speeding unnecessarily because that is one of the biggest complaints we get as elected officials.

**\*\* MR. GOLDSTEIN MOVED TO APPROVE THE ITEM.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**D 2. AUTHORIZE THE CHIEF OF POLICE JAMES WALSH TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY TO IMPLEMENT THE DEPARTMENT OF TRANSPORTATION 2025 SPEED AND AGGRESSIVE DRIVING GRANT, PROJECT NUMBER 0205-0706-AR.**

**\*\* MR. GOLDSTEIN MOVED TO APPROVE THE ITEM.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**ADJOURNMENT**

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

**\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 7:25 PM.

Respectfully submitted,

Dilene Byrd

# Memo

**To:** City of Norwalk, Common Council  
**From:** Deputy Chief Melissa Lepore  
**CC:**  
**Re:** Extension of Agreement By and Between the City of Norwalk and All City Management Services, RFP Project # 4280, dated August 22, 2023  
**Date:** September 17, 2025

The City of Norwalk is currently in a contractual agreement with All City Management Services which provides for public school crossing guards at 26 locations throughout the City of Norwalk. The Agreement was entered into on August 22, 2023. The Agreement is in effect until August 21, 2026, with the option of two additional one-year renewals.

In accordance with Section 4, Paragraph B, Time Provisions, of the Agreement, the Norwalk Police Department is requesting to invoke the option for a contractual renewal of one (1) year. The Agreement shall have all the same terms and conditions as the initial contract. The extension period will commence on August 22, 2026 and conclude on August 21, 2027.

In accordance with Section 3, Compensation, Paragraph A, of the Agreement, the Norwalk Police Department is requesting compensation to All City Management Services for public crossing guard services to remain at an hourly rate of \$41.06 with the annual sum to remain at \$401,946.00. Funding is currently available for 2025/2026 fiscal year in account #013026-5258.

We are requesting the following authorization:

1. Authorize Mayor Harry W. Rilling to execute an extension Agreement with All City Management Services under RFP project number 4280, from August 22, 2026 until August 21, 2027, based on the availability of funds not to exceed \$401,946.00 per year from account #013026-5258.
2. Authorize the City of Norwalk Purchasing Agent, to execute purchase orders on behalf of the Norwalk Police Department to All City Management Services under RFP project number 4280, based on the availability of funds not to exceed \$401,946.00 per year from account #013026-5258.



PHONE 704.377.1755 FAX 704.377.3155 WEB parkinc.com  
ADDRESS 4900-B Old Pineville Road | Charlotte | North Carolina | 28217

*Brian Brooks*

*POB 540 9290*

*310-282-8284*



## ALL CITY MANAGEMENT SERVICES

*Daniel McCusker*

February 26, 2025

Sgt. Ryan Evarts  
City of Norwalk  
1 Monroe Street  
Norwalk, Connecticut 06854

Dear Sgt. Evarts,

Cross Safe is proud to announce a new partnership! Effective March 17, 2025, Cross Safe will become a part of the All-City Management Services, Inc. (ACMS) brand. ACMS is the largest private corporation to specifically and exclusively provide School Crossing Guard Services to over 300 Cities, Counties, School districts and Police Departments nationwide.

ACMS brings 40 years' experience to refining safety standards and building an exceptional reputation with strong client relations. Our advancing technological systems further enhance current services with guard attendance confirmation, shift accountability, billing transparency, and reporting.

Regarding the field services you have been receiving, the transition should be seamless. We anticipate involvement moving forward from the current guards, supervisors, and corporate office support. In addition to the familiar faces that you have been dealing with in the past, we will introduce a few key players that will be supporting the operations. Lastly, the terms of the current agreement will remain in force.

We will be reaching out over the next few days with the next steps. The first step is a Consent of Assignment Agreement to be signed by all parties. I have included a copy with this email.

Please do not hesitate to contact us with any questions.

Sincerely,

Brian A. Haupricht  
President, Cross Safe

Brian Brooks, Chief Operating Officer  
All City Management Services

**CONSENT ASSIGNMENT OF  
CROSSING GUARD SERVICES AGREEMENT**

**THIS CONSENT TO ASSIGNMENT OF CROSSING GUARD AGREEMENT** (this "Consent") is dated as of March 3 2025, by and among EVERYTHING PARKING, INC. D/B/A "CROSS SAFE" ("Assignor"), ALL-CITY MANAGEMENT SERVICES, INC. ("Assignee") and is consented to by CITY OF NORWALK ("Establishment").

Assignor and Establishment are parties to a Crossing Guard Services Agreement dated August 22, 2023 (the "Agreement"), pursuant to which Assignor provides crossing guard services to Establishment. Assignee is purchasing substantially all the assets of the "Cross Safe" business of Assignor, including Assignor's rights, title, and interest under the Agreement, pursuant to an Asset Purchase Agreement dated February 13, 2025 ("APA"). In connection with such purchase, pursuant to this Assignment, Assignor is assigning all of Assignor's rights, title, and interest under the Agreement to Assignee, and Assignee is assuming and will perform all of Assignor's liabilities and obligations arising under the Agreement. As evidenced by its execution of this Assignment, Establishment consents to this Assignment.

NOW, THEREFORE, in consideration of the foregoing, the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Agreement.

a. This Assignment shall not be effective until the closing of the APA (the "Assignment Date"). Upon said closing, Assignor hereby transfers, assigns, conveys, and sets over unto Assignee, its successors and assigns, the Agreement and all of Assignor's rights, title, and interest thereunder. Assignee hereby accepts the foregoing assignment of the Agreement and hereby assumes the obligation to perform all of those covenants and conditions to be performed by Assignor under the Agreement.


b. Assignor represents and warrants to Assignee that the Agreement is in full force and effect and that Assignor is not in default or breach of any of Assignor's obligations under the Agreement.

2. Consent and Estoppel by Establishment. Establishment hereby consents to this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

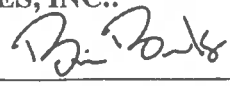
**ASSIGNOR:**

**EVERYTHING PARKING, INC. D/B/A  
CROSS SAFE:**

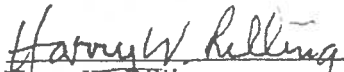
By:   
Name: Brian Hanpricht  
Its: President

**ASSIGNEE:**

**ALL-CITY MANAGEMENT  
SERVICES, INC.:**

By:   
Name: Brian Brooks  
Its: Chief Operating Officer

**ESTABLISHMENT:**

By:   
Name: Harry W. Rilling  
Its: Mayor

**AGREEMENT  
BY AND BETWEEN  
CITY OF NORWALK  
AND  
EVERYTHING PARKING, INC. d/b/a CROSS SAFE  
FOR  
SCHOOL CROSSING GUARD SERVICES  
PROJECT NO.: 4280**

**THIS AGREEMENT** made and entered into this 22<sup>nd</sup> day of August, 2023 (the "Effective Date"), by and between the CITY OF NORWALK (the "City"), a municipal corporation existing under the laws of the State of Connecticut (the "City"), acting herein by Harry W. Rilling, its Mayor, and **EVERYTHING PARKING, INC. d/b/a CROSS SAFE** (the "Contractor"), a North Carolina corporation registered to do business in Connecticut, having a principal place of business located at 4900 Old Pineville Road, Charlotte, North Carolina 28217, acting herein by Brian A. Haupricht, its President, duly authorized. The City and the Contractor referred to herein collectively as the "Parties" and individually as the "Party"

**WITNESSETH:**

**WHEREAS**, the City is in need of school crossing guard services for the Norwalk Public Schools throughout the City of Norwalk (the "Project"); and

**WHEREAS**, the City desires to retain the Services (defined below) of the Contractor for the Project based on the Contractor's representations that it is qualified and capable of performing the needed Services in a professional and timely manner and in accordance with the goals and requirements of the Project;

**WHEREAS**, Contractor has agreed to perform the Services (defined below) for the compensation and in compliance with the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

**1. ENGAGEMENT OF CONTRACTOR**

A. Based on the representations of the Contractor set out in its proposal dated June 5, 2023 (the Proposal"), a copy of which is annexed hereto and incorporated herein as Exhibit 2, the City hereby retains the Contractor to perform the services described herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the City shall be James Walsh, Chief of Police, or such other person as may be designated in writing.

C. The person responsible for the services to be performed by the Contractor hereunder shall be Brian A. Haupricht, its President.

## 2. SERVICES TO BE PERFORMED

A. During the Term of this Agreement the Contractor agrees to perform the Services in accordance with the terms and condition set forth in this Agreement. As used herein, the term "Services" shall mean school crossing guard services, the scope, details and specifications of which are set forth in Section 2 of the City's Request for Proposal dated May 18, 2023 and Addendum No. 1 thereto dated May 25, 2023 (collectively referred to as the "RFP"), copies of which are attached hereto and made a part of this Agreement as Exhibits 1 and 1-A. The Contractor shall perform such Services as may be required by the Director in a professional and timely manner in accordance with the terms and requirements of this Agreement, in order to meet the City's needs.

A. In provided the Services, the Contractor warrants and represents as follows:

i. that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

ii. that this Agreement is duly executed and delivered by an authorized corporate representative, in accordance with such representative's powers to bind the Contractor hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions; and

iii. that it is a legally existing corporation existing under the laws of its state of organization, that it is registered and in good standing with the State of Connecticut Secretary of State, and that it has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors; and

iv. that it has the financial resources to perform this Agreement and that it is not the subject of any litigation or action, pending or threatened, regarding this Agreement or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Agreement; and

v. that it has the requisite skill, expertise, judgment, knowledge, experience and financial resources to perform this Agreement as required under its terms and that it is not the subject of any litigation or action, pending or threatened, regarding this Agreement or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Agreement; and

vi. that it has a sufficient number of experienced and properly licensed and trained personnel available to perform the requested Services on behalf of the City, as may be needed from time to time throughout the term of this Agreement; and

vii. that it will be available to meet with the Director or his representatives (e.g. the supervisor of Community Police Services Division, Norwalk Public Schools Transportation Dept., Traffic Engineer, and Construction Division of DPW) as reasonably appropriate; and with other entities as directed by the City, with regard to the services performed hereunder.

C. In performing the Services and otherwise meeting its duties and obligations hereunder, Contractor shall ensure that its employees and subcontractors observe high standards of professional and business ethics observed by like professionals in the same or similar business, including, but not limited to, following the requirements, rules and regulations of the City, acting with integrity, and creating a workplace atmosphere free of discrimination and harassment.

D. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

### 3. COMPENSATION

A. The City shall compensate the Contractor for the satisfactory performance of the Services based on the itemized hourly rate summary set forth under the Consultant's Proposed Rates, Section 1.1.A of Exhibit 2 dated June 5, 2023, a copy of which is attached hereto separately and made a part of this Agreement as Exhibit 2-A. The total amount of fees payable under this Agreement, shall not exceed **THREE HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS AND 00/100 CENTS (\$388,000.00)** during each Contract Year. As used herein, "Contractor Year" means a one year period commencing on the Effective Date or each anniversary thereof, as applicable, during the Term of this Agreement.

B. The compensation provided under this Agreement constitutes full and complete payment for all costs and expenses assumed by the Contractor in performing this Agreement including but not limited to labor, materials, product, tools and machinery, salaries, meetings, and all similar expenses. No costs in excess of this stated amount shall be paid or reimbursed by the City without specific prior written approval of the Director.

C. Payments to the Contractor under this Agreement shall be made by the City on approval of payment requisitions certified by the Contractor and submitted not more often than once a week. Each requisition shall be in a form acceptable to the City and shall set forth the hours worked by crossing guards performing the Services hereunder. The City may, prior to making any payment under this Agreement, require the Contractor to submit

to it such additional information and/or documentation as it may deem necessary, including but not necessary limited to, the crossing guard tracker reports referenced in the Contractor's Proposal.

D. The acceptance by the Contractor, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which the Contractor, its successors or assigns have or may have against the City under the provisions of this Agreement.

#### **4. TIME PROVISIONS**

A. The term of this Agreement shall be Three (3) Years commencing on the Effective Date and expiring three (3) years therefrom ("Initial Term") unless earlier terminated or extended pursuant to the terms of this Agreement.

B. The City shall have two (2) options to extend the Initial Term of this Agreement (each, an "Option Term") for consecutive periods of one (1) year each (the Option Term and Initial Term collectively referred to herein as the "Term") upon the same terms and conditions as the Initial Term except the Contractor shall be entitled to an hourly rate adjust consistent with the year over year increases during the Initial Term.

#### **5. TERMINATION AND SUSPENSION**

A. The City may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, the Contractor's Services shall be paid for in such amount as shall compensate the Contractor for the Services satisfactorily completed prior to termination. Such amount shall be fixed by the City after consultation with the Contractor, and shall be subject to audit by the City's Comptroller. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

B. The following shall constitute an Event of Default: (i) The City reasonably believes Contractor will be unable to perform this Agreement fully and satisfactorily within the time fixed for performance; (ii) the City reasonably believes a meritorious claim exists or will exist against the Contractor or the City arising out of the negligent, willful or wanton acts, errors or omissions of the Contractor, its agents, servants or employees, (iii) the Contractor's breach of this Agreement; (iv) any representation or warranty by the Contractor shall be false, misleading or incorrect in any material respect at the time made or anytime thereafter during the Term of this Agreement; (v) the Contractor becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors; or (vi) if insolvency, receivership, reorganization or bankruptcy proceedings are commenced by or against the Contractor, and such proceedings are not dismissed within sixty (60) days.

C. Upon an Event of Default, the City may withhold payment of any amount otherwise due and payable to the Contractor hereunder after written notice to the Contractor with sufficient details of the alleged circumstance and accounting of the amount of payment withheld. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right or claim against the City by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

## **6. INSURANCE AND INDEMNIFICATION**

The Contractor agrees to obtain at its own cost and expense all insurance required by the Insurance Rider attached hereto as **Exhibit 3** and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the Contractor's responsibilities hereunder. Before commencing performance of its Services hereunder, the Contractor shall furnish the City's Corporation Counsel and Risk Manager a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the City by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

The Contractor shall indemnify, defend and save harmless the City and the Norwalk Board of Education, their respective officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, on account of any injury or damage to or destruction of property, or any loss, cost, expense or other aggrievement, which is due, related to or in any way connected with the negligent, willful or wanton performance of this Agreement by the Contractor, its employees, representatives, agents, or subcontractors. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, and proceedings. The provisions of this section shall survive the expiration or early termination of this Agreement; shall be separate and independent of any term or requirement hereof; and shall not be limited by reason of any insurance coverage.

## **7. GENERAL PROVISIONS**

A. By this Agreement the City intends to secure the professional services of qualified, experienced employees of the Contractor. Failure of the Contractor for any reason to make a sufficient number of such employees available to the City to the extent necessary to perform the services required in a skillful, professional and prompt manner

shall be cause for termination of this Agreement.

B. This Agreement, being intended to secure the Services of the Contractor, shall not be assigned, delegated, transferred or subcontracted in any manner or to any extent without the prior consent of the City in writing.

C. The Contractor shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the City.

D. No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the Contractor covenants that no person having such interest shall be employed in the performance of this Agreement. The Contractor further covenants that he has no prior personal or business relationship with the City's architect, general contractor, or their consultants, subcontractors, agents, or employees.

E. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

F. The Contractor shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

G. During the performance of this Agreement, the Contractor agrees not to discriminate nor to permit any discrimination against any employee or applicant for employment because of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the work involved.

H. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

I. The City and the Contractor each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The Contractor shall transfer any interest in this Agreement without the prior written approval of the City.

J. The products of the Services performed under this Agreement shall become

and remain the property of the City. This shall include all partially completed services in the event that the Agreement is terminated before completion of its term for any reason.

K. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

L. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

**To the City:** James Walsh, Chief of Police  
City of Norwalk  
P.O. Box 5125  
Norwalk, CT 06856-5125

**With a Copy to:** Corporation Counsel  
City of Norwalk  
P.O. Box 5125  
Norwalk, CT 06856-5125

**With copy to:** Finance Department  
(For insurance purposes) City Hall, 125 East Avenue  
P.O. Box 5125  
Norwalk, CT 06856-5125  
Attn: Risk Manager

**To the Contractor:** Brian A. Haupricht, President  
Everything Parking, Inc. dba Cross Safe  
4900 Old Pineville Road  
Charlotte, NC 28217

Notices shall be deemed to have been duly given, delivered or served either upon personal delivery or three (3) days following the date when they are sent by registered mail with proper postage.

M. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

N. Compliance with Laws, Living Wage Ordinance

The Contractor shall comply with all applicable federal, state or local statutes, regulations, ordinances, rules and other laws in the performance of this Agreement. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS AGREEMENT IS**

**SUBJECT TO AND CONTRACTOR SHALL AT ALL TIMES COMPLY WITH CHAPTER 62 OF THE CODE OF THE CITY OF NORWALK, THE LIVING WAGE ORDINANCE. THE CITY SHALL HAVE ALL RIGHTS AND REMEDIES PROVIDED THEREIN, INCLUDING, WITHOUT LIMITATION, SECTION 62.8 THEREOF.**

O. Electronic Signature

This Agreement 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.

Dated at Norwalk, Connecticut, the day and year first above written, and executed in two (2) counterparts.

Signed, Sealed and Delivered  
in the Presence of:

Witnesses' signatures:

*Zilmi Roundtree*  
*Bruanna Palmer*

CITY OF NORWALK

By: *Harry W. Billing*  
Harry W. Billing  
Its Mayor  
Duly Authorized

Date signed: 8/22/23

Signed, Sealed and Delivered  
in the Presence of:

Witnesses' signatures

*[Signature]*

EVERYTHING PARKING, INC.  
DBA CROSS SAFE


By: *B. A. Haupricht*  
Brian A. Haupricht  
Its President  
Duly Authorized

Date signed: 8/18/24

APPROVED AS TO FORM:  
OFFICE OF CORPORATION COUNSEL

By:   
Dawn L. Callahan  
Assistant Corporation Counsel

APPROVED AS TO  
AVAILABILITY OF FUNDS:

By:   
Comptroller/Deputy Comptroller

Date: 08/18/2023

# Memo

**To:** Common Council and Public Safety and General Government Committee  
**From:** Deputy Chief Melissa Lepore  
**CC:**  
**Re:** Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant Acceptance Authorization  
**Date:** September 25, 2025

The Connecticut Department of Transportation (CTDOT) Highway Safety Office, has approved the application submitted by the City of Norwalk Police Department for funding under the Drug Recognition Enforcement (DRE) Instructor Grant project. The grant award is proposed for \$44,493.00. The funding start date is October 01, 2025 with an end date of September 30, 2026.

The Norwalk Police Department proposed funding to combat the large increase in the number of drivers using marijuana or other illegal drugs. Between 2018 and 2022 over 53.4% of drivers involved in fatal crashes tested positive for drugs. The Connecticut's 2026 Highway Safety Plan calls for high visibility enforcement of impaired driving laws, public information, and education on the risks, dangers, and consequences of driving while impaired. This plan also calls for the training of law enforcement officers in the latest methods of drug evaluation and classification and to certify law enforcement officers as Drug Recognition Experts (DRE's).

The DRE Instructor Grant will provide training to law enforcement officers in recognizing the signs of impaired drivers under the influence of illegal or legal drugs or medications by providing statewide coordination of standard field sobriety testing and Advanced Roadside Impaired Driving Enforcement (ARIDE). The grant will also be utilized for training to facilitate convictions in court proceedings of various types of impaired driving cases, beyond alcohol impairment.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under the Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant.
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant.

# Applicant Organization Information

## Agency Specific Information

**Name of Agency \*** *Norwalk Police Department*

**Federal ID Number (FEIN): \*** *06-6011881*

**UEI Number \*** *V7ZTXNBNKJM9*

**Address \*** *1 Monroe Street*

**City \*** *Norwalk*                      **County \*** *Fairfield County*

**State \*** *Connecticut*                      **Zip \*** *06854*

**Website**    **Number: \*** *(203) 854-3007*

## Governmental Unit/Agency Information

**Name of Governmental Unit/Agency \*** *City of Norwalk*

**Address \*** *125 East Avenue*

**City \*** *Norwalk*                                      **County \*** *Connecticut*

**State \*** *Connecticut*                              **Zip \*** *06851*

# Project Contacts

<b>Project Director</b>  (Required)	<b>Name: *</b> Christopher Wasilewski	<b>Title: *</b> Officer	
	<b>Street Address: *</b> 1 Monroe Street	<b>Street Address 2:</b>	
	<b>City: *</b> Norwalk	<b>State: *</b> Connecticut	<b>Zip: *</b> 06854
	<b>Phone: *</b> (203) 854-3035	<b>Email: *</b> cwasilewski@norwalkct.gov	
<b>Authorizing Official</b>  (Required)	<b>Name: *</b> Rita Nigri	<b>Title: *</b> Grant Administrator	
	<b>Street Address: *</b> 125 East Ave	<b>Street Address 2:</b>	
	<b>City: *</b> Norwalk	<b>State: *</b> Connecticut	<b>Zip: *</b> 06851
	<b>Phone: *</b> (203) 506-4159	<b>Email: *</b> migri@norwalkct.gov	
<b>Fiscal Contact</b>  (Required)	<b>Name: *</b> Chitsamay Lam	<b>Title: *</b> Comptroller	
	<b>Street Address: *</b> 125 East Ave	<b>Street Address 2:</b>	
	<b>City: *</b> Norwalk	<b>State: *</b> Connecticut	<b>Zip: *</b> 06851-5702
	<b>Phone: *</b> (203) 854-7711	<b>Email: *</b> clam@norwalkct.gov	

# Problem ID, Objectives & Activities

**Project Title: \*** *FY 2026 DRE INSTRUCTOR GRANT*

Requested Project Start Date *	Project Period End Date
10/01/2025	09/30/2026

## Problem ID

### Statement of the Problem and Background Information \*

Describe in detail the specific problem to be corrected or impacted.

Indicate the reason your current program or activity is not adequate and explain past efforts to resolve the problem.

Provide supporting data, facts, or statistics that will substantiate the need for the requested project.

*Alcohol and drug impaired driving is a major contributing factor in traffic crashes, injuries, and fatalities on Connecticut's roadways. NHTSA data for Connecticut indicates that 106 of Connecticut's 289 fatalities (37%) in 2023 were alcohol-impaired driving fatalities. Additionally, crashes related to drugged driving have become more prevalent in recent years. Connecticut studies have found a large increase in the number of drivers using marijuana or other illegal drugs. Over the 2018-2022 period, about 53.4% of drivers involved in fatal crashes tested positive for drugs, with rates fluctuating from year to year. The impaired driving problem identification section of Connecticut's 2024-2026 Triennial Highway Safety Plan calls for high visibility enforcement of the impaired driving laws, public information and education on the risks, dangers, and consequences of driving while impaired, prosecution of first time and repeat offenders and the passage of strong legislation. Networking, monitoring, and evaluation are also addressed in the plan. The successful implementation of the impaired driving enforcement plan is a vital component to the overall highway safety program in Connecticut.*

*Connecticut's 2024-2026 Triennial Highway Safety Plan also calls for the training of law enforcement officials in the latest methods of drug evaluation and classification and to certify law enforcement officials as Drug Recognition Experts (DREs).*

*Successful implementation of this impaired driving enforcement plan through this project scope is vital to the overall highway safety program in Connecticut.*

*This project will be closely monitored. In addition, the Highway Safety Office's Fiscal Officer will ensure that the appropriate financial documentation supports all claims against this project.*

## Objectives

**Describe the objectives to be accomplished during this project. \***

**The objectives should be specific, clearly written, measurable, and time-framed.**

*To decrease drug related crashes, injuries and fatalities through high visibility enforcement and prosecution of DUI offenders by:*

*\*Increasing the number of law enforcement officers trained to recognize the signs of an impaired driver under the influence of illegal or legal drugs or medications by providing statewide coordination of Standard Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) training to law enforcement.*

*\*Increasing the number of certified Drug Recognition Experts, instructors, and practitioners by providing statewide coordination of Drug Recognition Expert (DRE) training to law enforcement.*

*\*Increasing law enforcement recognition and conviction of various types of impaired driving, beyond alcohol impairment, by providing coordination to establish a DRE training program.*

*\*To reimburse DRE instructors for expenses incurred in facilitating the DRE practitioner class and subsequent impaired driving enforcement trainings.*

*\*To reimburse DRE instructors for court costs incurred while testifying as DRE reconstructionist's and/or DRE subject matter experts in Connecticut, and related DRE callout requests.*

*DRE training for police officers will be offered for the purpose of increasing the number of DRE practitioners and to ensure that in-service law enforcement practitioners making alcohol and/or drug arrests are properly trained in the detection and apprehension of impaired drivers. It also will reinforce that trained police officers follow the standardized and systematic arrest procedures that will hold up in court.*

*Assist in the following activities:*

*Provide Standardized Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) classes to law enforcement within Federal Fiscal Year (FFY) 2026*

*Provide Drug Recognition Expert (DRE) classes to law enforcement within FFY 2026*

*Provide DRE Instructor classes within FFY 2026*

*\*Reimbursement will be made for both straight time and overtime expenses as required\**

*Funding for this project will be used to assist in the administration of the Drug Evaluation and Classification Program (DECP) project. Duties will primarily involve the Drug Recognition Expert (DRE) component of the DECP. Anticipated duties include the coordination of DRE training activities, ensuring compliance with DRE recertification requirements, overseeing the collection and transmission of electronic data collected through DRE evaluations and providing support to all current Connecticut DREs throughout the state.*

## Activities

**Describe activities and procedures you will undertake to achieve each objective.\***

**Identify project personnel and responsibilities. Include activity timelines.**

*All activities will be performed by a certified DRE Instructor:*

- Evaluate and assess status of program*
- Establish tracking procedures to fulfill and document objectives*
- Provide support to the CT DRE program and all CT DREs*
- Assist in training at DRE School*
- Assist in training at DRE field certifications*
- Assist in training at SFST and ARIDE classes*
- Attend the National DRE Conference (IDTS)*
- Attend drug impaired driving and DRE related trainings*
- Assist in training at SFST and ARIDE classes*
- Prepare quarterly progress report regarding activities*

*Budget to include the following:*

*Personnel expenses (Salaries, Overtime)*

*Travel costs (Instructors, Students, Conferences, Trainings, Meetings)*

## Supporting Documentation

**Attachment Description:**

# Budget Selection Form

**Applicant:** *Norwalk Police Department*  
**Project Title** *FY 2026 DRE INSTRUCTOR GRANT*

Please select all budget categories that apply to your project or grant.

*Note: Selecting a category will open a corresponding form where you can enter specific budget details.*

**Important:**

If you decide to deselect a category, please make sure to **clear or delete any information entered** in that category's form **before** unchecking the box.

Toggling these checkboxes only controls the visibility of the budget forms—it does not automatically remove any data previously entered.

- Personnel**
- Fringe**
- Travel**
- Indirect Costs**

# Fringe

**Applicant: \*** *Norwalk Police Department*  
**Project Title: \*** *FY 2026 DRE INSTRUCTOR GRANT*  
**If fringe rate is being charged/reimbursed, this page should be completed.**

## Fringe Benefits

I hereby certify that the information below is the true and accurate and authorized by "*Norwalk Police Department*" for hours worked by personnel for the following time period:

**FROM:** *10/01/2025 \** **TO:** *09/30/2026 \**

Actual Cost Category	Fringe Type	Fringe Rate
<i>FICA-Medicare</i>	<i>Straight/Overtime</i>	<i>1.45000</i> %
<b>Other Cost Category</b>		
		%
<b>Total Fringe Rate</b>		
		<i>1.45000%</i>

# Personnel

**Applicant: \*** *Norwalk Police Department*  
**Project Title: \*** *FY 2026 DRE INSTRUCTOR GRANT*

Position Title *	Name (if applicable)
<i>Police Officer</i>	<i>Christopher Wasilewski</i>

**Is there Fringe applicable to this Position/Person? \***      **Yes**      **No**

## Salary Information

Hourly Rate	Hours Allotted To This Grant	Salaries Subtotal	Grant Funds Requested	Match
\$50.00000	230.00	\$11,500.00	\$11,500.00	
\$75.00000	300.00	\$22,500.00	\$22,500.00	

## Fringe Information

Select the cost category/fringe type/Fringe Rates applicable to this position from the list below (If there is a different Fringe Rate for Straight Time and Overtime, for the same position, create a new page and enter the differing fringe rates):

Cost Category	Fringe Type	Fringe Rate
<input checked="" type="checkbox"/> <i>FICA-Medicare</i>	<i>Straight/Overtime</i>	<i>1.45000 %</i>

After selecting the cost category/fringe type/fringe rates applicable to this position from the list above, SAVE the page to generate the Position Total Fringe Rate below:

Position Fringe Breakdown		
Cost Category	Fringe Type	Fringe Rate
<i>FICA-Medicare</i>	<i>Straight/Overtime</i>	<i>1.45000 %</i>
<b>Position Total Fringe Rate</b>		<b>1.45000 %</b>

Salaries Subtotal	Salary Grant Funds Requested	Salary Match	Rate	Fringe Subtotal	Grant Funds Requested Fringe Subtotal	Match Fringe Subtotal
\$11,500.00	\$11,500.00		1.45000 %	\$166.75	\$166.75	
\$22,500.00	\$22500		1.45000 %	\$326.25	\$326.25	

Position/Person Grand Total Costs

	Total Cost	Grant Funds Requested	Match
Salary	\$34,000.00	\$34,000.00	
Fringe	\$493.00	\$493.00	
<b>Total</b>	<b>\$34,493.00</b>	<b>\$34,493.00</b>	

Narrative \*

Please use the box below to explain how grant funds requested on this page will be utilized by the proposed project.

*Cover Salary Overtime/Straight Time for instruction (lead or assist) for SFST, ARIDE, & DRE courses  
 Cover Salary costs for conducting evaluations, observing evaluations  
 Completing the necessary quarterly progress reports*

# Travel

**Applicant: \***  
**Project Title: \***

*Norwalk Police Department*  
*FY 2026 DRE INSTRUCTOR GRANT*

## Mileage Cost

Position Title	Purpose of Mileage <i>Indicate the purpose of miles driven by personnel.</i>	Estimated Mileage Budget Total	Grant Funds Requested	Match
			\$0.00	
<b>Mileage Page Total(s):</b>		\$0.00	\$0.00	

## Travel Cost

**Note - All Travel requires Pre-Approval from the CT Highway Safety Office**

Position Title	Purpose of Travel <i>Indicate the purpose of each trip and/or type of trip (training, conference, etc.)</i>	Estimated Travel Budget Total	Grant Funds Requested	Match
<i>DRE Instructor</i>	<i>Training, Conference(s)</i>	\$10,000.00	\$10,000.00	
<b>Travel Page Total(s):</b>		\$10,000.00	\$10,000.00	

## Total Travel Costs

	Estimated Budget Total	Grant Funds Requested	Match
Mileage Costs	\$0.00	\$0.00	
Travel Costs	\$10,000.00	\$10,000.00	
<b>Total Travel Costs</b>	<b>\$10,000.00</b>	<b>\$10,000.00</b>	

**Narrative:** \*

**Please provide a description of any anticipated Travel costs and any conferences you may want to attend.**

*Attending annual IDTS Conference  
Travel to training courses throughout the State*

# Budget Summary

**Total Federal Budget**

*\$44,493.00*

<b>Budget Category</b>	<b>Grant Funds Requested</b>	<b>Match</b>	<b>Total</b>	<b>HSO Conditions Apply</b>
<b>Personnel</b>				
Salaries	<i>\$34,000.00</i>		<i>\$34,000.00</i>	
Fringe	<i>\$493.00</i>		<i>\$493.00</i>	
<b>Other Costs</b>				
Travel	<i>\$10,000.00</i>		<i>\$10,000.00</i>	
Indirect Costs	<i>\$0.00</i>		<i>\$0.00</i>	
<b>Total Grant Budget</b>	<i>\$44,493.00</i>		<i>\$44,493.00</i>	

**Notes**

# Fringe & Indirect Certification

**Applicant:** *Norwalk Police Department*  
**Project Title:** *FY 2026 DRE INSTRUCTOR GRANT*

## Fringe Benefits

**Has a Fringe Rate been submitted?** Yes

\* I hereby certify that the information below is the true and accurate and authorized by *Norwalk Police Department* for hours worked by personnel for the following time period:

	From	To
	<i>10/01/2025</i>	<i>09/30/2026</i>
<b>Actual Cost Category:</b>	<b>Fringe Type</b>	<b>Fringe Rate</b>
<i>FICA-Medicare</i>	<i>Straight/Overtime</i>	<i>1.45000 %</i>
<b>Other Cost Category:</b>		
		%
<b>Total Fringe Rate</b>		
		<i>1.45000 %</i>

## Indirect Costs

**Have Indirect Costs applicable to this grant been charged?** No

\* I further certify that this statement is correct in all respects and that the Indirect Costs Rate identified below accurately identifies what is allowable.

## Certification

**Authorizing Official** **OR** **Financial Officer**

**Designated Signatories:**

*Rita Nigri*

*Chitsamay Lam*

**Upon saving this page, the Name and Title of the individual that checks this box will appear with the date.**

\* By checking this box, Applicant certifies it has read the foregoing acknowledgement and makes the representations, warranties, and certifications within.

*Rita Nigri*  
**Name**

*Grant Administrator*  
**Title**

*09/09/2025*  
**Date**

# Reimbursement Requirements

Requested Project Start Date	Approved Project Start Date	Project End Date	Reimbursement Deadline
10/01/2025		09/30/2026	10/30/2026

The HSO-Approved Project Start Date will populate here once the submitted grant has been reviewed by HSO staff.

- All reimbursements must be signed and dated by the sub-grantee's authorizing official.
- Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.
- Under the terms and conditions of this project application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than thirty (30) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.
- All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).
- Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30th. Failure to do so may jeopardize your reimbursement.
- All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.
- Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30th.
- Photocopies of any media coverage (if applicable) or supportive documentation can be included. Grant category budgets should be adhered to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.

FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.

## Certification

**Authorizing Official**
**OR**
**Financial Officer**

**Designated Signatories:**

*Rita Nigri*

*Chitsamay Lam*

**Upon saving this page, the Name and Title of the individual that checks this box will appear with the date.**

\* By checking this box, Applicant certifies it has read the foregoing acknowledgement and makes the representations, warranties, and certifications within.

*Rita Nigri*  
Name

*Grant Administrator*  
Title

09/09/2025  
Date

# Certifications & Assurances

Please review the documents attached in the below statements. Once reviewed, please check the box beside each statement confirming your organization complies with the statements within each PDF.

- NONDISCRIMINATION
- POLITICAL ACTIVITY (HATCH ACT)
- CERTIFICATION REGARDING FEDERAL LOBBYING
- RESTRICTION ON STATE LOBBYING
- CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
- BUY AMERICA ACT
- PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

## Certification

**Authorizing Official**

**Financial Officer**

**Designated Signatories:**

**OR**

*Rita Nigri*

*Chitsamay Lam*

**Upon saving this page, the Name and Title of the individual that checks this box will appear with the date.**

By checking this box, I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

*Rita Nigri*  
Name

*Grant Administrator*  
Title

*09/09/2025*  
Date

# Full Certifications & Assurances

## NONDISCRIMINATION

### (applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:  
"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
  - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
  - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
  - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
  - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
  - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

## POLITICAL ACTIVITY (HATCH ACT)

**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## CERTIFICATION REGARDING FEDERAL LOBBYING

**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

## RESTRICTION ON STATE LOBBYING

**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

**(applies to subrecipients as well as States)**

## Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. *The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions*

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a



public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. The participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, department the or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## BUY AMERICA ACT

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

## PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

# Audit Requirements

Designated Signatories: **Authorizing Official** OR **Financial Officer**

*Rita Nigri* *Chitsamay Lam*  
(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)

**Attachment A**

**SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2025**

**AUDIT REQUIREMENT STATEMENT:**

The town/city/agency of *Norwalk Police Department* declares that for the fiscal year ending September 30, 2026, the sum total of Federal funds awarded to local government agencies from all sources ***DOES exceed \$1,000,000.00*** and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

\* Check this box to sign & certify the above Audit **Requirement** statement  
*Chitsamay Lam* *Comptroller* *09/09/2025*  
Name Title Date

**AUDIT EXEMPTION STATEMENT:**

The town/city/agency of *Norwalk Police Department* declares that for the fiscal year ending September 30, 2026, the sum total of Federal funds awarded to local government agencies from all sources ***DOES NOT exceed \$1,000,000.00*** and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

\* Check this box to sign & certify the above Audit **Exemption** statement  
Name Title Date

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

- a. Any sub grantee receiving \$1,000,000.00 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.
- b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.

# Applicant Signatures

## Project Director

### Designated Signatory:

<input checked="" type="checkbox"/>	* Check this box to sign & certify this application	
<i>Christopher Wasilewski</i>	<i>Officer</i>	<i>09/09/2025</i>
Name	Title	Signature Date

## Authorizing Official

### Designated Signatory:

<input checked="" type="checkbox"/>	* Check this box to sign & certify this application	
<i>Rita Nigri</i>	<i>Grant Administrator</i>	<i>09/09/2025</i>
Name	Title	Signature Date

## Financial Officer

### Designated Signatory:

<input checked="" type="checkbox"/>	* Check this box to sign & certify this application	
<i>Chitsamay Lam</i>	<i>Comptroller</i>	<i>09/09/2025</i>
Name	Title	Signature Date

# Shared Documents