



REGULAR MEETING – COMMUNITY SERVICES COMMITTEE AGENDA

**MARCH 19, 2025, 7:00 PM
BY ZOOM VIRTUAL MEETING**

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



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



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



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

- I. CALL TO ORDER / ROLL CALL**
- II. PUBLIC PARTICIPATION**
- III. ACCEPTANCE OF MINUTES**
 - A. Regular Meeting: February 19, 2025**
- IV. DISCUSSION**
 - A. Updates from the Chief of Community Services, Lamond Daniels**
- V. ACTION ITEMS**
 - A. COMMUNITY SERVICES**

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with Carver Foundation, Inc. to provide financial assistance for the 2025 Summer Enrichment Program in the amount of \$147,000. Account No. 012010-5A0620.

B. HEALTH

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with CINTAS Corporation for a period of five (5) years, in the amount of \$2476.00 for year one (1) increased by 3% for each year thereafter. Account # 0120-70-5276.
2. Authorize the Mayor, Harry W. Rilling, to execute agreements 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 April 1, 2025 and March 31, 2026.

VI. ADJOURNMENT

UPCOMING MEETINGS

April 16, 2025

**CITY OF NORWALK
COMMUNITY SERVICES COMMITTEE
REGULAR MEETING
FEBRUARY 19, 2025
VIA TELECONFERENCE**

ATTENDANCE: Nicol Ayers; Chair, Anne Wennerstrand, Barbara Smyth, Douglas Sutton, Heather Dunn (7:31 p.m.)

STAFF: Lamond Daniels; Chief of Community Services

OTHER: Margaret Watt; Prevention Director at Positive Directions, Brian Weeks; Program Director of Epidemiology and Informatics at the Norwalk Health Department, Johan Lopez

I. CALL TO ORDER / ROLL CALL

Ms. Ayers called the meeting to order at 7:02 p.m.

The roll was called as reflected above.

II. PUBLIC PARTICIPATION

There was no one present for public comment.

III. ACCEPTANCE OF MINUTES

A. Regular Meeting: January 15, 2025

**** MS. AYERS MOVED TO APPROVE THE MINUTES.**

Ms. Smyth noted there were two spelling errors. First her name was misspelled in the attendance. An “I” was used instead of a “Y” and on page 2 Ms. D’Amore’s name was spelled with an “I” instead of an “E”.

**

THE MOTION AS AMENDED PASSED UNANIMOUSLY.

IV. DISCUSSION

♦Chief Daniels discuss the eventual sharing of the Mental Health Analysis. He noted the report was in its final draft. He stated the completed report will be used to aid fundraising and increase awareness.

A. Brian Weeks, Program Director of Epidemiology and Informatics - Health Department

Mr. Weeks gave his presentation on behalf of the Health Department. He provided an update on the respiratory and virus situation on the national and local levels. He showed various pages from the CDC website summarizing the data collected from various sources on Covid 19, influenza, and RSV. He described the data sources and how the numbers break down for each. He then discussed the numbers and how they are presented on the state level. Mr. Weeks then brought up a graph showing on the national level, other viruses and bacteria that may cause respiratory illnesses.

Mr. Weeks then presented the CDC infographic describing the core prevention strategies. These include: immunization, hand hygiene, respiratory etiquette, MERV 13 Hepa filters, fresh air, the use of available anti-virals, and staying home until you are fever-free without the use of fever-reducing medications for 24 hours. He also made clear the need for masking, distancing, and testing.

Chief Daniels noted there are multiple resources available to the public on the Norwalk Health Department website.

Ms. Wennerstrand had questions about the vaccination rate statistics for Norwalk and Connecticut as a whole. Mr. Weeks explained the state and the CDC maintain a database, especially for pediatric vaccinations. He noted that the uptake nationally for Covid 19, RSV, and Influenza vaccines has been low. He described the various methods used by the Norwalk BOH to publicize and promote the use of vaccines.

Ms. Smyth had questions on the Covid vaccine and when it would be available in doctor's offices. Mr. Weeks stated his current understanding is that it is a matter of which doctor's offices choose to opt in.

V. ACTION ITEMS

- A. Authorize the Mayor, Harry W. Rilling, 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.

Chief Daniels explained the purpose of the action item. He mentioned the collaboration with various departments, councils, committees, and organizations including the local prevention council. Mr. Daniels described the work done by the local prevention council.

Ms. Watts gave an overview of the Norwalk Partnership and how their funding is used. She presented the mission of TNP. She described it as a coalition of community members and organizations most of whom donate their time to help carry on their work. She also discussed their survey of 4000 Norwalk students in grades 7 – 12 citing good news about the direction things are moving in. She noted the data gathered on: lifestyle protective factors, risk factors, mental health, substance abuse, and various other behaviors. She indicated that the data has led to many outcomes such as contracting with community providers to increase mental health and substance abuse services in the schools. She described various other programs created and /or funded by the TNP. Ms. Watts explained at present they were doing a deeper dive into the data to look at the needs of the most vulnerable members of the population. She discussed the seven strategies they follow to achieve their goals. She gave several examples of things they do that are part of those strategies. Ms. Watts then described their funding and noted the only guarantee for Norwalk is the Local Prevention Council grant. She stated that community services funding helps to fill gaps in the patchwork of funding they use to operate. She then explained what this year's funding would support.

Ms. Smyth wanted to know how the teen night out program was going. Ms. Watts described the success rates of various events and how they are impacted by issues with mental health and social struggles.

Ms. Wennerstrand thanked Ms. Watts for her presentation. She emphasized the need for these events even if they aren't well attended. She noted their ability to improve social connections and skills.

Chief Daniels described the money as an annual grant that comes from their department and has to be requested every year.

**** MS AYERS MOVED TO APPROVE THE ACTION ITEM.**
**** THE MOTION PASSED UNANIMOUSLY.**

Ms. Dunn joined the meeting at 7:31 p.m.

VI. ADJOURNMENT

**** MS. SMYTH MOVED TO ADJOURN THE MEETING.**
**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 7:47

UPCOMING MEETINGS

March 19, 2025

Respectfully submitted
China Mayhew
Telesco Secretarial Services



CITY OF NORWALK

Lamond Daniels, LCSW, MPA

Chief of Community Services

125 East Avenue, Room #202

Norwalk, CT 06856

Office: (203) 854-7718

Mobile: (475) 459-8532

NorwalkCT.gov/1898/Community-Services

ldaniels@norwalkct.gov

March 12, 2025

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

RE: Support for Carver's Summer Enrichment Program Funding Request

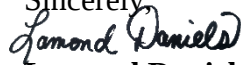
Dear Chair Ayers and Members of the Community Services Committee,

I write to express my support for the requested action item of **\$147,000** to help sustain Carver's Summer Enrichment Program. This funding will assist Carver in continuing to provide high-quality, academically enriching, and culturally responsive summer programming for Norwalk's K-8 students.

While we had to decrease the city's funding for summer programs by 25%, we are still pleased to support Carver's efforts in ensuring that students have access to engaging learning experiences over the summer. Carver's program plays a unique role in supporting student growth by offering instruction from certified Norwalk Public Schools teachers in literacy, math, and science, along with project-based learning, wellness activities, and enriching field trips.

We recognize the impact that a reduction in funding can have on program planning, and we appreciate Carver's continued commitment to serving Norwalk's families.

Thank you for your time and consideration. Please find the Common Council agenda attached for reference.

Sincerely,

Lamond Daniels, LCSW, MPA
Chief of Community Services
City of Norwalk



To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Contracted Laundering Services
Date: March 11, 2025

The Norwalk Health Department is seeking to enter into an agreement with healthcare apparel vendor, Cintas, to provide laboratory coat inventory along with cleaning & repair services for health department clinical staff to be in compliance with healthcare industry safety measures and best practices.

We request approval for the following authorization:

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with CINTAS Corporation for a period of five (5) years, in the amount of \$2476.00 for year one (1) increased by 3% for each year thereafter. Account # 0120-70-5276.

Description: CINTAS Corporation is a full-service uniform rental, laundry, maintenance, and repair company. The cost of the service is to be charged to account #0120-70-5276.



HARD-WORKING STYLE & COMFORT

READY™



UNIFORM DIFFERENTIATION

WHY IS THIS IMPORTANT?

- 81%** of Americans would be more likely to trust a home service professional wearing a uniform.
- 70%** of your customers feel that uniforms make your employees look neater and more professional.
- 60%** of your prospects feel that uniforms would make your workers look better trained and proud of their company.

HOW THE UNIFORM RENTAL PROGRAM WORKS



You will be assigned a Cintas Representative and a set number of garments when you start the program.



Each week, your dirty garments will be picked up by your Cintas Representative, then washed, dried and finished.



We will inspect, repair, replace and change size at no additional charge.



Each week, your Cintas Representative will return your cleaned garments from the previous week.

Note: Eleven uniforms will be delivered the first week of your service. This is to provide clean uniforms for the second week while those from the first week are being laundered. The extra uniform is for use on delivery day.

WHAT MAKES US UNIQUE?

We're the **largest manager of flame resistant clothing programs** in North America.

We offer unique retail-inspired garments through our **exclusive partnerships with Carhartt®, Zorrel Apparel and TAL Fabrics.**

Cintas TruCount™

Accurate tracking of all of your uniforms throughout the service process.

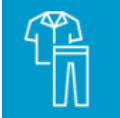
Now, no missing garments in the uniform black hole. With our TruCount™ Inventory Control System, we know, and you know, exactly where your garments are at all times. It's communication, accountability and reliability delivered to you weekly by your Cintas Service Sales Representatives and powered by TruCount.™

Proposal Date: 02/24/2025

Expiration Date: 03/26/2025

Customer Name Norwalk Health Department		Prepared For Norwalk Health Department	
Delivery Address 137 East Avenue		Delivery Address 2 :	
City : Norwalk	State / Province : CT	Zip / Postal Code : 06851	Phone : 203-854-7776

Garment Group 1

Garment	Frequency	Inventory	Unit Price	Price
 X59926 CINTAS LAPEL COAT	Weekly	40	\$ 1.000	\$ 40.000
1 Employees / Price per employee per week: \$40.00		Weekly Total :	\$	40.00

Programs

Charge Description	Unit Price
Uniform Advantage	\$ 3.20
Premium Uniform Advantage	\$ 0.00
Prep Advantage	\$ 2.00
Emblem Advantage	\$ 2.40
Weekly Total :	\$ 7.60

Other Charge

Charge Description	Price Per Week
Service Charge	\$ 0.00

Uniform Charges

Charge Description	One Time Charges
Name Emblem	\$ 0.00
Company Emblem	\$ 0.00
Preparation Charge	\$ 0.00

Total

Charge Description	Sale Price
Weekly Delivery Total	\$ 47.60

#

Sales Partner
KREITLERJ@CINTAS.COM
UR v1





To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: CT State Community College - Norwalk Facilities Use Agreement
Date: March 12, 2025

The Health Department would like to provide free health screenings for students and staff of CT State Community College - Norwalk, as part of our Know Your Numbers program. Know Your Numbers provides community members with the opportunity to be screened for various health measures (A1C, blood pressure, BMI, and waist circumference), offers guidance on healthy behaviors to help reduce risk, and connects individuals to healthcare providers, food agencies, and other relevant community resources. This program is currently held in locations around the community, including Norwalk Public Library and the Open Doors Smilow Center. In order to hold a screening on CT State campus, the school requires the execution of a Facility/Equipment Use Agreement for each screening date. Exact dates are being finalized, but the Agreement would be identical for each scheduled date.

We request approval for the following authorization:

1. Authorize the Mayor, Harry W. Rilling, to execute agreements 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 April 1, 2025 and March 31, 2026.

FACILITY/EQUIPMENT USE AGREEMENT

This Facility/Equipment Use Agreement ("Contract") is entered into by and between Connecticut State Community College, a constituent unit of the State of Connecticut System of Higher Education, with an address of 185 Main Street, New Britain, CT 06051, on behalf of its **Norwalk** Campus, located at **188 Richards Ave, Norwalk, Ct 06488 and Norwalk Health** (hereinafter the "Contractor") with a principal place of business at **137 East Avenue Norwalk, CT 06851**.

I. **USE and TERM:** ☒ **USE OF FACILITIES** AND/OR ☐ **USE OF EQUIPMENT** (Check One or Both)

Use Summary:	The constituent unit agrees it will permit Contractor to use the following listed facilities, which may include but is not limited to specific buildings, rooms, rehearsal spaces, dressing areas, outdoor spaces, and / or equipment, Atrium A & B for the sole purpose of Know Your Numbers, Health Screening for the time period specified below and subject to the terms and conditions specified within this Contract.	
Term:	From: [Enter Start Date]	To: [Enter End Date]
Location:	Constituent unit's East Campus	
Day(s) and Hours:	[Enter Day(s) and Hours of Use] Eastern Time	
Reservation Number:	129377	

II. **USE FEE:** Use Fee payment* under this Contract is to be made as follows:

Deposit \$ 0 due on or before 0.
Balance \$ 0 due on or before 0.

MAXIMUM AMOUNT OF CONTRACT \$ No Charge

Send Payment to:	Name:	[N/A]
	Department:	[Institution Department, if applicable]
	Address:	[Institution Street] [Institution City], [Institution State] [Institution Zip]
	Phone:	[Institution Phone]
	Fax:	[Institution Fax]
	Contact:	[Institution Contact]
	Contact Email:	[Institution Contact Email]

1. If Contractor is not an agency of the State of Connecticut, a deposit equal to **[Choose Percentage]** of said fee shall be submitted by Contractor to the constituent unit with this signed Contract. Said deposit shall be credited against the payment by Contractor of the full fee for use. This deposit shall be non-refundable unless the constituent unit terminates this Contract in accordance with subsection 8(b) of Section VIII hereof, the constituent unit is unable to deliver possession of the facility through no fault of the Contractor., or the Contractor cancels its reservation at least sixty (60) days in advance of the Event.
2. The constituent unit reserves the right to cancel this Contract if it is not returned with the appropriate deposit.
3. **Additional Fees or Services:** This Use Fee herein is the minimum cost of the Event, based on the constituent unit's evaluation of information provided by the Contractor and does not include any additional labor or equipment. The Use Fee includes, but is not limited to, custodial, security, equipment and / or materials fees as determined by the constituent unit. The constituent unit reserves the right to add, change, alter, or delete any rule, policy or procedure pertaining to the rental of, usage of, or fees charged for the facilities and/or equipment.
 - a. Any additional custodial overtime services, additional technical assistance, additional security services, or any other unforeseen and unavoidable expenses, resulting from the Event and not part of the estimated costs shall be borne by the Contractor.
 - b. In addition, the constituent unit shall make every effort to provide advance notice of at least five (5) calendar days to the Contractor or its authorized representative if any special service is required to support production of the event. This will not be the case with "day-of-the-event" personnel overtime charges assessed as a result of services to support the presentation of the Contractor's event.
 - c. The constituent unit shall not be responsible for providing, for use of the Contractor, any spaces or venues that are not subject to this Contract. If the Contractor should decide not to utilize the facilities or any

portion thereof, the constituent unit shall not be obligated to reduce any fees that have been charged for their use.

4. **Notices:** All notices, demands or requests provided for or permitted to be given pursuant to this Contract must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

MUST BE COMPLETED

If to the
Constituent Unit*: CT State Norwalk
188 Richards Avenue
Norwalk, CT
Attn: John Bennett

If to the
Contractor*: Norwalk Health
137 East Avenue
Norwalk, CT 06851
Attn: Kelley Tomlinson

[Note: *Any party may change its Notice information in writing in accordance with this Section.]

III. GENERAL TERMS AND CONDITIONS:

1. Contractor Responsibilities:

- a. The Contractor shall not include the name of the constituent unit and/or any of its institutional or athletic insignia or logos in any written materials, advertising or promotion without the prior written consent of the constituent unit other than as the location for the contracted event. The name of the constituent unit is not to be associated with any group that is not a bona-fide organization of the constituent unit.
- b. Contractor hereby warrants that it owns all rights, title and interest to, or is otherwise fully authorized to perform and display publicly, and to record, any and all parts of the event(s) covered by this Contract, including without limitation, all musical works, dramatic works, literary works, pictorial and graphic works and choreographical works. Contractor shall have the sole obligation to obtain all permits, licenses and authorizations necessary from the holder of any copyright or other proprietary right of any and all parts of the event(s) covered by this Contract, and shall immediately upon the request of the constituent unit, deliver written proof of such to the constituent unit.
- c. The constituent unit reserves all commercial broadcasting, television, recording and filming rights, if available to be exercised by the constituent unit, for its own benefit. The constituent unit will consider releasing these rights under a mutually beneficial agreement with the Contractor. Bona fide news coverage shall remain exclusive of such agreement. The Contractor shall not permit the vending or distribution of any merchandise and/or service in the facilities or on the premises of the constituent unit except where specifically agreed upon as a part of this Contract.
- d. The Contractor may not assign any part or right of this Contract or sublet the constituent unit or any part thereof to any other party without the prior written consent of the constituent unit. The constituent unit will not be responsible for any agreement(s) made by the Contractor to Event participants or any other party unless such agreements are expressly made part of this Contract.
- e. The Contractor agrees to furnish the constituent unit's Contact with a copy of any contract between the Contractor and other parties for review prior to final approval for the use of constituent unit facilities.
- f. The Contractor shall comply with all applicable rules, policies and procedures promulgated by the constituent unit and/or the Connecticut State Colleges and Universities governing the use of the constituent unit's property and equipment. Specific system and constituent unit policies and procedures will be made available to the Contractor upon request. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract which in any manner affect its conduct or its use of the facilities. The constituent unit shall not be required to observe or comply with any rules, regulations, or policies of the Contractor that are not specifically stated and agreed to as part of this Contract.
- g. In the event of weather-related or other closing announcements, please call the relevant constituent unit Campus's Weather Information Line. A list of regional campus numbers can be found at the following website:
<http://www.ct.edu/connsctu>. Information is also provided to local radio and television stations; however, the notifications are provided by the media as a courtesy and can be subject to inaccuracies. It is the responsibility of the Event coordinator to contact its attendees in the event of any cancellation. Please note that if the event is cancelled due to inclement weather, every effort will be made to reschedule your event. If that is not possible, your deposit will be refunded.

- h. The Contractor shall see that all refuse and waste will be deposited in proper receptacles each day.
- i. The Contractor shall utilize only the parking areas designated for all automotive parking of Event participants, parents, guests and spectators and agrees to instruct all Event participants, parents, guests and spectators to comply with this requirement.

2. **Security**

- a. The Contractor agrees that it shall be responsible for the cost of any security services so provided by the constituent unit, in accordance with Section II.3 above.. The official representative of the constituent unit on site during the contract period shall have full responsibility for the operation of the facility and the areas immediately adjacent thereto and shall act for and on behalf of the constituent unit in the management, supervision and control of the facilities.
- b. The Contractor shall be responsible for any and all loss of, or damage or injury to, any property owned by the constituent unit resulting from the negligent and/or intentional acts of its officers, employees, agents or attendees.
- c. The Contractor shall be responsible for the conduct of those in attendance at the Event and shall, at the Contractor's expense, provide for the necessary personnel, as determined by the constituent unit, to provide adequate and appropriate supervision of these attendees in accordance with and adherence to all of constituent unit policies and procedures which include but are not limited to the use of alcoholic beverages, consumption of food and the prohibition of smoking in all constituent unit facilities.
- d. Should there be a conflict during the presentation of the program; the Contractor agrees that the official representative of the constituent unit will have complete supervision, direction and operational control.
- e. The Contractor shall complete a constituent unit accident report for any incident requiring administration of first aid. Said accident reports shall be provided to the constituent unit's Public Safety Division within twenty-four (24) hours of any incident.
- f. The constituent unit shall revoke the privilege of any participant to use any constituent unit facility if, in the sole opinion of the constituent unit, the participant displays behaviors that are injurious or potentially injurious to themselves, others or property of the constituent unit.
- g. The Contractor shall not over-subscribe the Event in such a way as to exceed the legal fire capacity, of any of the facilities. If requested, the Contractor shall provide ticket manifests to verify that no over-subscriptions have occurred.

3. **Equipment**

- a. It is the responsibility of the Contractor to provide the constituent unit's Contact listed in Section II subsection 4 herein with all necessary information with regard to set-up, audio/visual, and other specific information relating to the use of the facilities 30 business days prior to the event. Failure of the Contractor to provide the necessary information will relieve the constituent unit from any obligation to provide these services in the manner desired by the Contractor.
- b. Equipment provided to or rented by the Contractor as part of this Contract is for use only in the facilities herein contracted and under the supervision, and operation where appropriate, of constituent unit personnel. Under no circumstances shall any equipment be moved from the facilities and/or removed from campus without the express written approval of the constituent unit.
- c. The Contractor shall see that any equipment provided by the constituent unit pursuant to this Contract shall be used appropriately and returned in good working order to its proper location following use each day.
- d. The Contractor agrees that equipment not specified as part of this Contract shall not be used by the Contractor or Event participants.
- e. Contractor agrees that all electrical connections must be made by constituent unit personnel and shall not install or operate any equipment, fixture or device, or operate or permit to be operated any engine, motor or other machinery, or use gas, electricity or flammable substances except with prior written approval of the constituent unit, under such conditions and restrictions as constituent unit may specify.
- f. The Contractor agrees that no equipment, device or fixture may be used which, in the opinion of the constituent unit, endangers the structural integrity of constituent unit facilities.
- g. No candles are allowed in the facility and the hanging of decorations with tape or nails, to any woodwork, is prohibited.
- h. Any equipment or effects of the Contractor remaining on the premises for more than 48 hours after the expiration of this Contract without prior written permission of the constituent unit shall be deemed abandoned and disposed of by the constituent unit at its sole discretion.
- i. The Contractor shall use only its own mobile device or pay telephones to conduct any business while using the facilities, unless there is an emergency.

IV. FOOD SERVICE / STATE SALES TAX:

1. If catering services are available at the constituent unit and requested by Contractor:

- a. The constituent unit presently has a contract for the provision of food service with a food service vendor, pursuant to which the food service vendor provides catering services at the constituent unit. Requests for catering services shall be made through the constituent unit's food service vendor. Food orders must be placed a minimum of two (2) weeks prior to the Event. The Contractor shall provide an estimate of the number of expected attendees to the constituent unit's food service vendor at the time the service request is placed. The Contractor shall provide the constituent unit's food service vendor a guaranteed guest count no fewer than forty-eight (48) hours prior to the Event.
- b. If applicable, the Contractor shall pay, at a minimum, the per person cost for the number of guests designated in guaranteed guest count provided to the constituent unit's Event Management Office or the constituent unit's designated contact person, as well as the per person cost for any guests served in excess of the guaranteed count. Prices for catering services may be obtained from the constituent unit's food service vendor. The constituent unit's food service vendor shall prepare and submit an invoice for the catering service to the Contractor, which invoice shall provide for payment by the Contractor directly to the food service vendor.
- c. In all cases, all information pertaining to changes in food menus, guaranteed guest counts or any other related food service item, must be communicated directly to the constituent unit's food service vendor. The Contractor agrees that neither the constituent unit nor the constituent unit's food service vendor shall be responsible for changes in services required or the number of attendees for which the Contractor is charged if such changes are not communicated directly to the constituent unit's food service vendor within the time frames specified in subsection 1.c. of this Section IV.
- d. The Contractor shall cancel catering orders, by directly notifying the constituent unit's food service vendor, a minimum of forty-eight (48) hours (excluding weekends) in advance of the Event. Should the Contractor fail to do so, it shall be responsible for the full cost of the catering service requested, which cost shall be based on the guaranteed guest count provided in accordance with subsection 1 of this Section IV. Cancellations that are necessitated by inclement weather must be made by 9:00 a.m. eastern time on the day of the Event.

2. If catering services are not provided by or not available at the constituent unit:

- a. The Contractor may engage a properly licensed third-party food service vendor ("third-party vendor") to provide catering services in relation to the Event. Contractor shall provide a description of the food and beverages to be served and shall provide the caterer's name and contact information to the constituent unit. Contractor shall be responsible for removal of all waste from the constituent unit's facilities at the conclusion of the Event. If the rental of additional dumpsters is necessary for large parties or events, a fee may be charged for each required dumpster. The constituent unit reserves the right to approve any third-party vendor providing catering services at the constituent unit's facilities. Approval of such third-party vendor must be given by the constituent unit in advance of the Term specified in Section I, above.

3. State Sales Tax:

- a. Under the Connecticut General Statutes, all sales of food and/or beverages for events held on campus are subject to the Connecticut state sales tax in effect at the time the Event occurs, unless the Contractor provides one of the following approved certifications for tax exemption for the program:
 - i. The organization is not reimbursed, in whole or in part, by donation or otherwise, for its payment for the meal by those consuming the meals, and the Contractor has provided an approved CERT-112 or CERT-123 from the Connecticut State Department of Revenue Services listing the Institution as the retailer. Such exemptions take a minimum of six (6) weeks to process through the Connecticut State Department of Revenue Services. Request forms are available from the Connecticut State Department of Revenue Services either at their office or website, <http://www.ct.gov/drs>.
 - ii. The Contractor is a nonprofit organization and is collecting a donation or leveling a charge for admission as a fundraiser and has supplied a completed CERT-119 or CERT-134 indicating that the Event is one (1) of the five (5) fundraisers or social events covered by the exemption the organization has for that calendar year, under the Special Notice 98(11) Exemption from the Connecticut State Department of Revenue Services, and listing the Institution as the retailer. Under no circumstances shall more than five (5) CERT-119 or CERT-134 forms be accepted from any one contractor in a given calendar year.
- b. In all cases, the Contractor shall submit the appropriate documentation to the constituent unit's Event Manager when the Contract is executed or, in cases where a CERT-112 or CERT-123 is being requested, no later than two (2) weeks prior to the Event. If a CERT-112 or CERT-123 is to be utilized, the Contractor shall submit the request to the Connecticut State Department of Revenue Services no later than eight (8) weeks prior to the Event.
- c. In all cases where the appropriate documentation for tax exemption is not provided within the specified time, the Contractor will be charged all appropriate Connecticut state sales tax.

V. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO ANY PROGRAM INVOLVING MINORS:

1. Connecticut General Statutes §§ 17a-101 through 17a-103a, inclusive, currently set forth Connecticut's mandatory reporting laws concerning known or suspected abuse or neglect of a minor.
2. The Contractor will ensure that all of its employees or volunteers who will supervise or otherwise come into contact with minor attendees of any of the Contractor's programs using the constituent unit facilities are fully aware of and have been sufficiently trained to comply with, their reporting obligations pursuant to §§ 17a-101 through 17a-103a, as may be amended from time to time.
3. The Contractor's failure, including the failure of any of the Contractor's employees or volunteers, to comply with this Section may result in immediate termination of this Contract. In addition, the Contractor may be disqualified from entering into further contracts with the constituent unit.

VI. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO PARTICULAR VENUES:

1. **If theater facilities are reserved:**
 - a. The constituent unit shall provide essential stage equipment, lighting and sound, technicians, house management, and custodial services as it deems necessary for the Event, as well as any additional services mutually agreed upon by the constituent unit and the Contractor. The cost of such services shall be borne by the Contractor and are reflected in the fee for use specified in Section II of this Contract.
 - b. When applicable, the Contractor shall provide, at its own expense, such event staff including, but not limited to ushers, ticket sellers, and ticket collection personnel, as deemed necessary by the constituent unit's Event Manager. These services may either be arranged through the constituent unit's Event Manager or provided by the Contractor, by mutual agreement of the parties. Personnel provided by the Contractor for ushering, ticket selling and ticket taking shall be under the general direction of the constituent unit's house management staff and shall arrive at the Event venue for a general training session regarding policies and procedures governing these activities one (1) hour prior to the doors opening for the Event. The Contractor acknowledges and agrees that the failure of such personnel to arrive for this training session on time will delay the opening of the doors for the Event.
 - c. Any additional rehearsal and/or dressing room facilities must be specifically included in Section I of this Contract and the arrangements for set-up or special services in these areas must be made through the constituent unit's Event Manager. The cost of such services shall be borne by the Contractor and are reflected in the fee for use specified in Section II of this Contract.
2. **If a gymnasium or other sports facility is reserved:**
 - a. All participants, parents, guests and spectators associated with the Event shall be limited to use of the lobby, venue and spectator stands associated with the venue(s) specified in this Contract.
 - b. If locker rooms and showers are used, they shall be limited to the "student" locker facilities, unless otherwise specified. The Contractor shall supply or have participants supply their own locks for the lockers and agrees that all lockers shall be cleaned out of all clothing, equipment and supplies after each use, and that all locks shall be removed.
 - c. The Contractor shall not permit street shoes to be worn on gym courts or pool decks.
 - d. The Contractor shall not permit gum chewing on gym courts or in pool areas.
 - e. If the facilities include an pool, Contractor shall provide, at its sole expense, a minimum of one (1) Red Cross certified lifeguard for each thirty (30) participants engaged in swimming activities. Contractor shall provide the constituent unit with a copy of the Red Cross certification held by each lifeguard providing life-guarding services.
 - f. The Contractor shall bear the entire expense for any and all officials, referees and timekeepers it requires for the Event.

VII. INSURANCE REQUIREMENTS:

1. **Commercial General Liability:** Contractor shall provide the constituent unit a certificate of insurance, from its insurance provider, thirty (30) days prior to the Event, which states that the Contractor is insured for the period of time covered by this Contract with minimum Commercial General liability coverage established at: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage coverage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Fire Legal Liability, Contractual liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The constituent unit and its

Board of Regents and their agents, officers and employees shall be named as Additional Insured. Said certificate of insurance shall indicate the specific dates covered by this Contract and reference the Event set forth in Section I of this Contract. The coverage shall contain no special limitations on the scope of protection afforded to the State.

- a. If alcoholic beverages are served, but not sold, then host liquor liability coverage should be included within the Commercial General Liability coverage. If alcoholic beverages are sold, then a separate Liquor Liability policy (\$1,000,000 limit) is required.
- b. If a caterer is providing alcoholic beverages, then the caterer is required to have insurance coverage in the amount of \$1,000,000. A Liquor Liability policy is required of the entity that is either serving or providing the alcohol.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own a vehicle used in the execution of the Contract, then only hired and non-owned coverage is required. *[If a vehicle is not used in the execution of the Contract then automobile coverage is not required.]*
3. **Workers' Compensation and Employers Liability:** *[If any employees of Contractor are involved in the use of facilities]* Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Policy Disease Limit, \$100,000 each employee.
4. **Additional Provisions:**
 - a. The Contractor shall assume any and all deductibles in the described insurance policies.
 - b. The Contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
 - c. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the State.
 - d. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail return receipt, has been given to the constituent unit.
 - e. All coverage is to be written on an "Occurrence" policy form.
 - f. The insurance companies providing coverage must have an A-, VII or better rating in the current edition of Best's Key Rating Guide and be licensed to do business in the State of Connecticut.
 - g. Contractor shall provide the constituent unit with a certificate of insurance thirty (30) days prior to the event, which states that the Contractor is insured for the period of time covered by this Contract and reference the event and event dates set forth in Section I of this Contract.
 - h. If Contractor claims to be a nonprofit agency, it must provide a copy of the appropriate official state or federal certification of that status, thirty (30) days prior to the Event. Failure to provide such certification will result in appropriate changes in Event pricing or cancellation of the reservation. Any documentation and/or certification provided for substantiation that an organization is a nonprofit agency under Connecticut state law shall only constitute verification of eligibility for nonprofit facility use rates, and shall not cover any exemption for Connecticut state sales tax for food purchases related to the Event.

VIII. GENERAL STATE CONTRACT PROVISIONS:

1. **Statutory Authority.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the constituent unit with authority to enter into contracts in the pursuit of its mission.
2. **Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
3. **Indemnification.** The Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys' fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Contract, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of the Contractor or its employees, agents or subcontractors.

4. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.
5. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the constituent unit arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
6. **Nondiscrimination.** Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.
7. **Executive Orders and Other Enactments.**
 - (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
 - (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
 - (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
8. **Termination.**
 - a. **Termination for Cause.** In the event that the Contractor shall fail to perform, keep or observe any of these terms, covenants or conditions of this Contract, the constituent unit may terminate this Contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
 - i. If the Contractor and the constituent unit reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - ii. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the constituent unit reserves the right to terminate the Contract at that time by written notice of such termination.
 - iii. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the constituent unit reserves the right to terminate the Contract at that time by written notice of such termination.
 - iv. The constituent unit will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
 - v. Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the Contractor shall forfeit all rights under this Contract, to any monies paid to the constituent unit, in the form of deposits, advance payments, etc., and be further responsible for any additional monies owed which the constituent unit deems necessary to cover expenses incurred due to the cancellation of the Contractor's event.
 - b. **Termination for Convenience.**
 - i. The constituent unit may terminate this Contract in whole or in part whenever, for any reason, the constituent unit shall determine that such termination is in the best interest of the constituent unit and/or the State of Connecticut.
 - ii. If this Contract is terminated by the constituent unit pursuant to this section, the constituent unit will provide the Contractor **[Please Insert Number of Days]** days written notice of such intention. In the event of such

termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

9. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.
10. **Campaign Contribution Restrictions.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "SEEC Form 10:" [Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations.](http://www.seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf) www.seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf
11. **Entire Agreement and Amendment.** This Contract is the entire agreement between the Contractor and the constituent unit and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Contract may be amended only in writing signed by both the Contractor and the constituent unit and approved by the Connecticut Attorney General, if applicable. The Contractor indicates it has read and freely signed this Contract, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this Contract are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.

IX. **ACCEPTANCE OF AGREEMENT**

If a signed original of this Contract has not been received by the constituent unit 2 weeks prior to the Event, the constituent unit shall have the right to contract with other parties for the use of the space without notice to the Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

[CONSTITUENT UNIT]

[CONTRACTOR]

By: John Bennett

By: _____

Print Name: John Bennett

Print Name: _____

Title: Associate Dean of Campus Operations

Title: _____

Date: 2/24/25

Date: _____

By the Connecticut Attorney General

This contract template, having been reviewed and approved as to form by the Connecticut Attorney General, is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State Colleges and Universities, Board of Regents for Higher Education and the Connecticut Attorney General dated March 25, 2019. Therefore, no signature is required below.