Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street Waterbury, CT 06702 203-574-8009

MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: January 7, 2025

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, January 9, 2025, Reed School

The Committees of the Board of Education will meet on Thursday, January 9, 2025, 5:30 p.m., Reed School, Gymnasium, 220 Columbia Boulevard, Waterbury, Connecticut.

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at https://youtu.be/5GQbpAveOhc.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PRINCIPAL'S REPORT – Erik Brown

PUBLIC SPEAKING

1. *Committee of the Whole/5 minutes* ~ Request of Erik Brown to name the music room(s) at Jonathan E. Reed School in honor of former Superintendent Dr. Verna D. Ruffin – E. Brown.

2. *Committee of the Whole/5 minutes* ~ Request approval of the following for the proposed Partial Roof Replacement for the Bergin Education Complex – N. Albini:
   a) Filing a non-priority grant application with the Commissioner of Administrative Services.
   b) Preparation of schematic drawings and outline specifications.
   c) Establishment of a Building Committee.

3. *Committee of the Whole/15 minutes* ~ Report: Attendance/Discipline – J. Gopie, J. Johnson.

4. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement with Math Concepts, Inc. for Math Teacher Coaching – J. Gopie.

5. *Committee on Finance/2 minutes* ~ Request approval of Amendment One (1) to the Professional Services Agreement (RFP #7120) with Linguistica International to provide Phone and/or Video On-Demand Translation Services – J. Frenis.

6. *Committee on Finance/7 minutes:*
   a) FYI – ARP/ESSER Update – D. Biolo.
   b) FYI – Monthly Expenditure Report – D. Biolo.
   c) Fiscal Year 2026 Proposed Budget Timeline – D. Biolo.

7. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement (RFP #8241) with SLR International Corporation for On-call Environmental Services and AHERA Inspection – N. Albini.

8. *Committee on Finance/2 minutes* ~ Request approval of Amendment One (1) to the Professional Services Agreement with The Mattatuck Historical Society for Museum Tours and Education - – N. Albini.

9. *Committee on Building & School Facilities/2 minutes* ~ Use of school facilities by school organizations and/or City departments – N. Albini.

10. *Committee on Building & School Facilities/2 minutes* ~ Use of school facilities by outside organizations and/or waiver requests – N. Albini.

11. *Interim Superintendent's Update* ~ Dr. Schwartz.

12. *Interim Superintendent's Notification to the Board/5 minutes:*

a. Grant funded appointments:

Name	*Position/Location*	*FT/ PT*	*Rate*	*Union*	*Funding*	*Effective*
Bracey, Bryant	College & Career Coord./Wilby	FT	$25/hr	F UPSEU69	Alliance 24-25	01/02/25
Browne, Jill	Tutor (Certified) Driggs	PT	$35/hr	NONBOE	Title I-DW 24-26	12/02/24
Eason, Taloria	Parent Liaison Generali	FT	$20.51/hr	UPSEU 69	Title I-DW 24-26	01/02/25
Mejia, Adonai	Parent Liaison Bucks Hill Pre-K	FT	$20.51/hr	UPSEU 69	Priority 24-25	01/02/25
Rosario Ramirez, Gabriela	Secretary 3 Welcome Center	FT	$18.96/hr	UPSEU 69	Title II-A District 24-26	12/12/24

b. Extended School Hour (ESH) Appointments effective immediately:

School	*Last Name*	*First Name*	*Assignment*
Generali	Poulter	Dennis	Lead Teacher
Generali	Hulteen	Lisa	Teacher

c. Miscellaneous appointments:

Employee	*Position/Location*
Baslile, Dave	Mastery Based Panel Member/WHS
Kelly, Wendy	Mastery Based Panel Member/WHS
Sincuir, Silvia	Mastery Based Panel Member/WHS
Pantoni, Dino	Mastery Based Panel Administrator/KHS
Franks Blanchard, Lauren	Mastery Based Panel Member/KHS
Riddick, DeAndre	Mastery Based Panel Member/KHS
Germain, Ben	Mastery Based Panel Admin./State Street & Enlightenment

d. Retirements:

Name	*Assignment*	*Effective*
Ecke, Lisa	Rotella/PreK Regular Ed	06/30/25

e. Resignations:

Name	*Assignment*	*Effective*
Morales, Barbara	Bunker Hill/Grade 5	12/31/24
Burstiner, Lillian	WMS/ELA Grade 8	01/02/25

EXECUTIVE SESSION discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee

ADJOURNMENT

ATTEST: Carrie A. Swain

Carrie A. Swain, Clerk
Board of Education

Physical Facilities 7552

Naming of School Spaces (inside and outside)

In accordance with its responsibility to maintain control of the public schools in its jurisdiction, the Waterbury Board of Education hereby adopts the following policy for naming spaces inside schools and on school properties:

1. All requests to name school spaces should be submitted by the requestor to the Clerk of the Board of Education. The request must be made on the "Request for Naming of School Buildings and/or School Spaces" form and should identify the individual(s) for whom the space is to be named, the proposed location, rationale, and any related cost and supporting information.

2. Such requests will be referred to the Committee of the Whole for consideration. The committee will confer with the Principal of the designated school.

3. Recommendations from the Committee will be considered for action by the Board of Education for a minimum of 60 calendar days prior to vote to allow for public input on the proposal.

4. The request for spaces in new facilities will not be accepted until the facility has been in operation for one (1) calendar year.

5. All spaces will be named in perpetuity. Once named, spaces cannot be renamed except in extreme cases in which the name brings dishonor to the space/facility. Such circumstances will require a two-thirds (2/3) majority vote of the Board of Education to remove the name.

NOTE: This policy does not apply to the naming of school buildings. A separate policy has been developed for that purpose. See policy 7551 – Naming of School Buildings.

Policy adopted by the Waterbury Board of Education on June 6, 2013

Waterbury Public Schools

Request for Naming of School Buildings and/or School Spaces

Date: 12/6/24

Facility or Building Name: Reed School

Proposed building or space to be named: Music Room(s)

Requestor's Name: Erik Brown
Requestor's Address: 33 Griggs Street Waterbury, CT. 06704
Requestor's Phone Number(s): 203-574-8180

Proposed individual(s) or group for whom the building or space is to be named:
Dr. Verna Ruffin

Reasons for naming (attach any additional information to this form):
Dr. Ruffin served in Waterbury as the 1ST female A. A. superintendent. In her tenure, she restructured the district in such a way that resources were more readily available. One department specific was special to her personally is the music Department. Her background as a musician allowed her the insight of how 'The Arts' benefits students. In her efforts 'The Arts' was not forgotten when providing necessary resources ~~throucot~~ Throughout the entire district.

If applicable, materials needed (plaque, etc) and cost of materials (please note any costs associated with this request are the sole responsibility of the requestor):
Requestor will provide the funds for The plaque. Approval for the district to provide the labor.

Please submit this form and any attachments to the Clerk of the Board of Education at 236 Grand Street, 3rd floor, Waterbury, Connecticut 06702 or via email at cswain@waterbury.k12.ct.us

#3

WATERBURY
PUBLIC SCHOOLS

Attendance & Discipline Data

January 9, 2025

Assistant Superintendents Gopie & Johnson

Chronic Absenteeism

WATERBURY
PUBLIC SCHOOLS

5113.2(a)

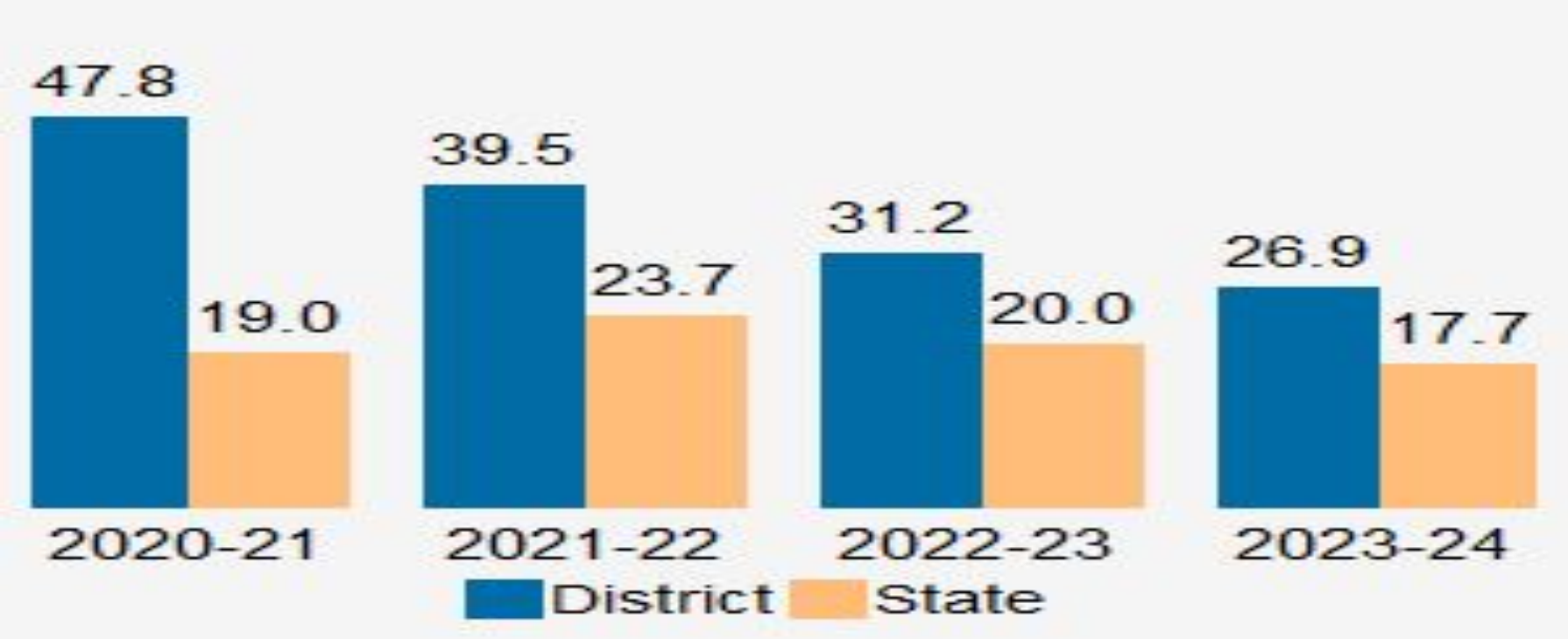
District chronic absenteeism rate: means the total number of chronically absent children in the previous school year divided by the total number of children under the jurisdiction of the Board of Education for such school year.

School chronic absenteeism rate: means the total number of chronically absent children for a school in the previous school year divided by the total number of children enrolled in such school for such school year.

Chronically absent child: An enrolled student whose total number of absences at any time during a school year is equal to or greater than ten percent of the total number of days that such student has been enrolled at such school during such school year.

WATERBURY
PUBLIC SCHOOLS

District Trajectory



WATERBURY
PUBLIC SCHOOLS

Chronically Absent Students 2024-2025 SY

	11.4.24 Day 47	12.2.24 Day 63	1.6.25 Day 77
District	**23.7%**	**22%**	**26.6%**
Kinder	**24.5%**	**23.2%**	**28.2%**
Grade 9	**37.1%**	**32.6%**	**36.9%**



Reduce K from 29.9% in 23-24 to **26.6%** by June 2025

&

Reduce Grade 9 from 38.5% in 23-24 to **34.8%** by June 2025

***PreK excluded, Special Programs Included, Suspensions Included**

WATERBURY PUBLIC SCHOOLS

Schools Currently at Goal

Bucks Hill Elementary

Carrington Elementary

H.S. Chase Elementary

Hopeville Elementary

Maloney Magnet School

Regan Elementary

Roberto Clemente International Dual Language School

Rotella Magnet School

Sprague Elementary

Waterbury Arts Magnet School

Waterbury Career Academy

Wendell Cross Elementary

WATERBURY
PUBLIC SCHOOLS

Chronic Absenteeism Teams (CAT)

Each attendance review team shall be responsible for reviewing the cases of truants and chronically absent children, discussing school interventions and community referrals for such truants and chronically absent children and making any additional recommendations for such truants and chronically absent children and their parents or guardians. Each attendance review team shall meet at least monthly.

Administrators

Counselors

Social Workers

Parent Liaisons

Office Staff

Teachers

Parents

Students

WATERBURY
PUBLIC SCHOOLS

Candyland at Washington Elementary



WATERBURY
PUBLIC SCHOOLS

Effective Strategies

Tier I

- Rewards & Incentives
- Parent Square Messages & Phone calls

Tier II

- Letter and email contact
- Parent Meetings

Tier III

- Home Visits
- Waterbury Youth Services
- DCF Referral

WATERBURY
PUBLIC SCHOOLS

LEAP

The Learner Engagement and Attendance Program

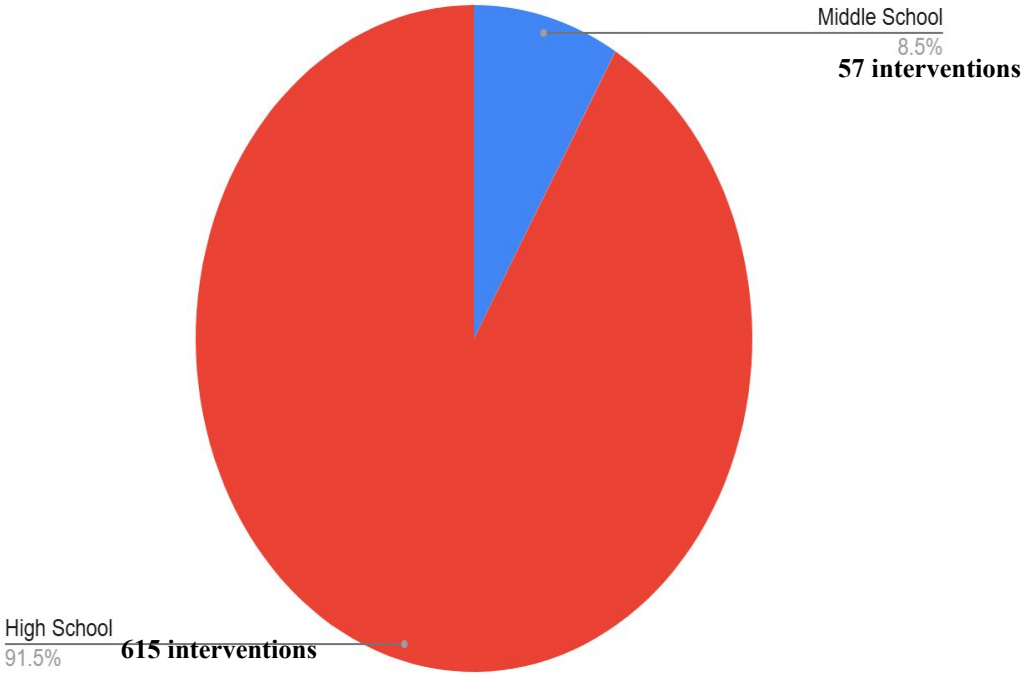
- Led by Sandra Romero, Family and Community Engagement Manager at the Welcome Center
- Grant funded program
- Launched in April 2021
- Currently at:
  - Wallace Middle School
  - Westside Middle School
  - Crosby High School
  - Wilby High School
- Expanding to North End Middle School & Kennedy High School
- Applied for a LEAP Alternative School Grant for Enlightenment School

District Discipline

WATERBURY
PUBLIC SCHOOLS

Yondr Interventions

(August 24, 2025 – January 7, 2025)



WATERBURY PUBLIC SCHOOLS

Yondr Pouch
Grades 6–12



District Discipline Data

	Enrollment	#OSS	# Distinct Students (OSS)	% of Population (OSS)		#ISS	# Distinct Students (ISS)	% of Population (ISS)	Arrests
2020-2021	18,425	175	145	.78%		143	106	.57%	4
2021-2022	18,558	4694	1945	10.48%		3912	1590	8.56%	284
2022-2023	18,589	4601	2085	11.21%		4508	1926	10.36%	188
2023-2024	18,552	3539	1781	9.60%		3160	1564	8.43%	28
Sept. - Jan.2025	18,802	1499	984	5.23%		1240	764	4.06%	28

WATERBURY PUBLIC SCHOOLS

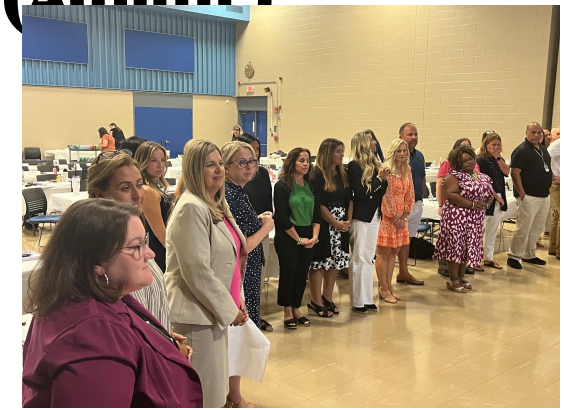
Public Act 23-167 Educational & School Climate Reform

Increase the use of de-escalation strategies and improve social and emotional skills, which may include, but is not limited to:

- Therapeutic mental health supports
- Restorative practices
- Trauma-informed instructional strategies

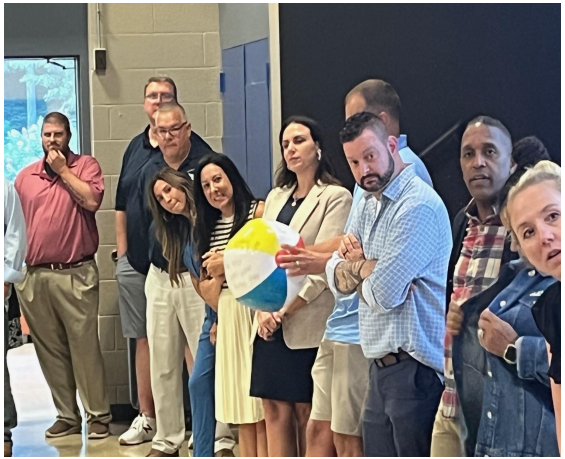
WATERBURY PUBLIC SCHOOLS

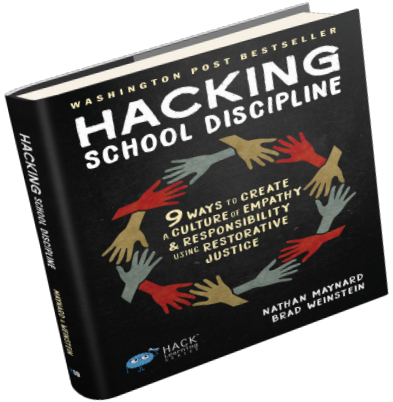
Restorative Practices Professional Development (Admin.)

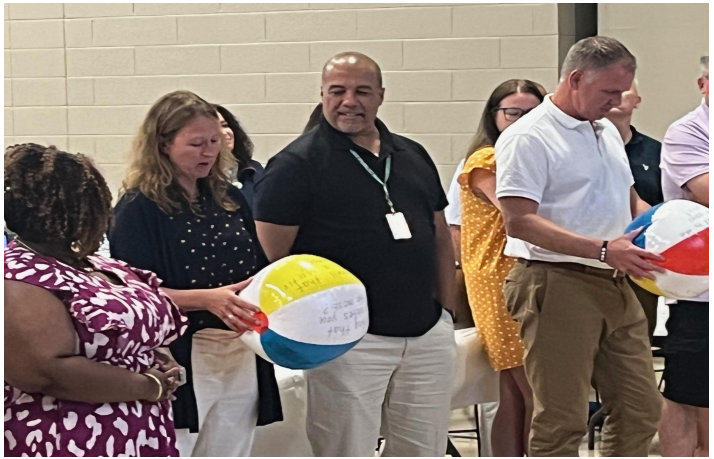












Restorative Practices Professional Development (Staff)

Three part series:

- Restorative Practices and the Skills of Circle Keeping
- Varieties of Circle Formats and Circles for Building Community
- Restorative Circles in the Classroom: Teaching Skills & Setting Things Right



WATERBURY
PUBLIC SCHOOLS

Mental Health Supports

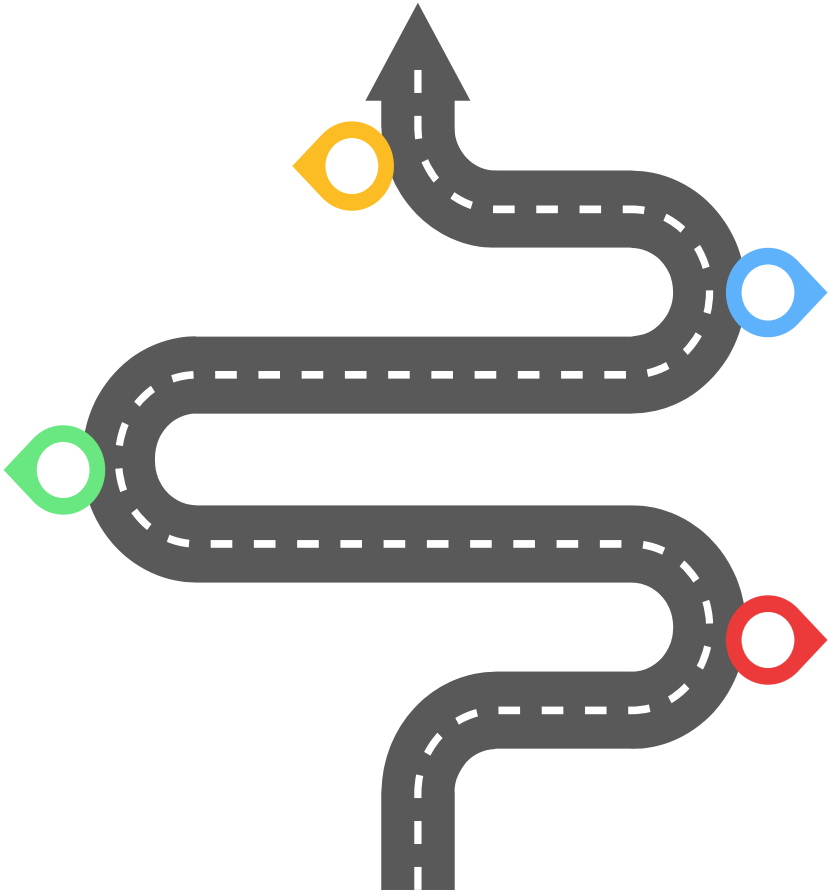
- Behavior Interventionists
- Social Emotional Learning Counselors
- School Counselors
- Community Mental Health Affiliates
- School Psychologists
- School Social Workers
- Crisis Intervention Team for Youth (CIT-Y)
- CJR Behavioral Health Clinicians
- Bounce Back Trauma Informed Support
- Klingberg Clinicians



WATERBURY
PUBLIC SCHOOLS

Mental Health Resources

Roadmap to Mental Health Resources for High School Students



WATERBURY PUBLIC SCHOOLS

Clear Path Forward...Meet the needs of ***ALL***!

Instruction

Social-emotional learning (SEL) curriculum; Bullying and Child Protection, Restorative Practices

Community Partnerships

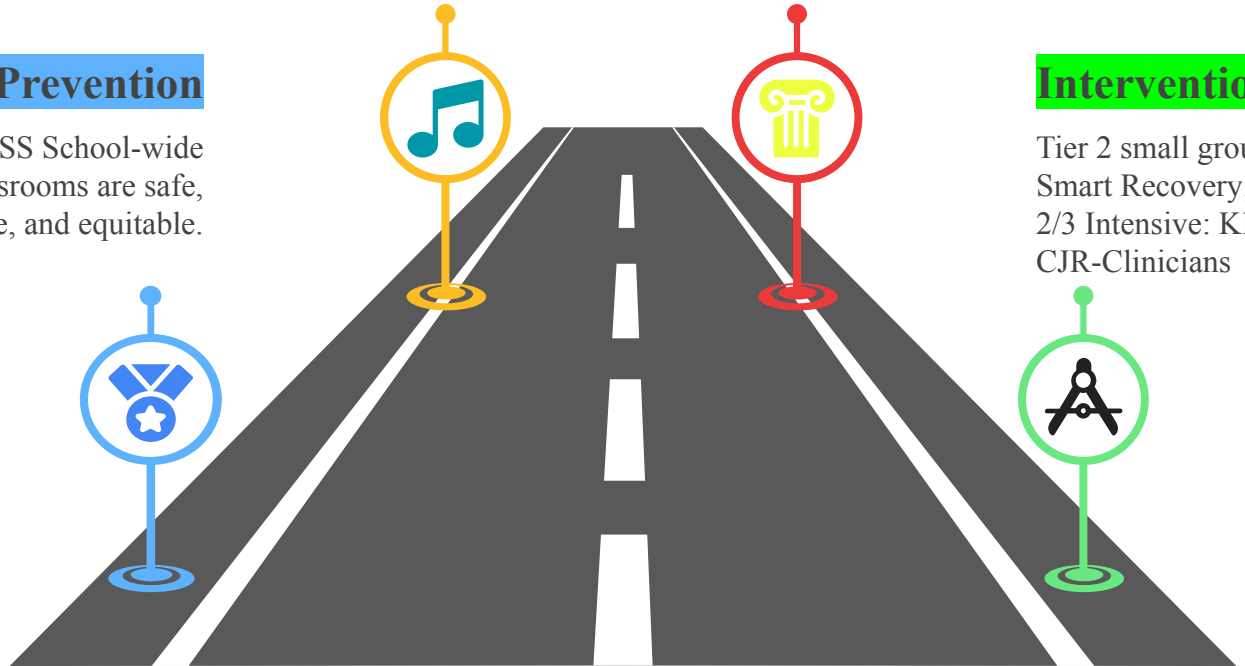
CT Connecting to Care; CMHA; Wellmore; CITY (Crisis Team); IICAPS; Wheeler Clinic (In-home)

Prevention

Through Tier 1 MTSS School-wide Supports, classrooms are safe, learning conducive, and equitable.

Intervention

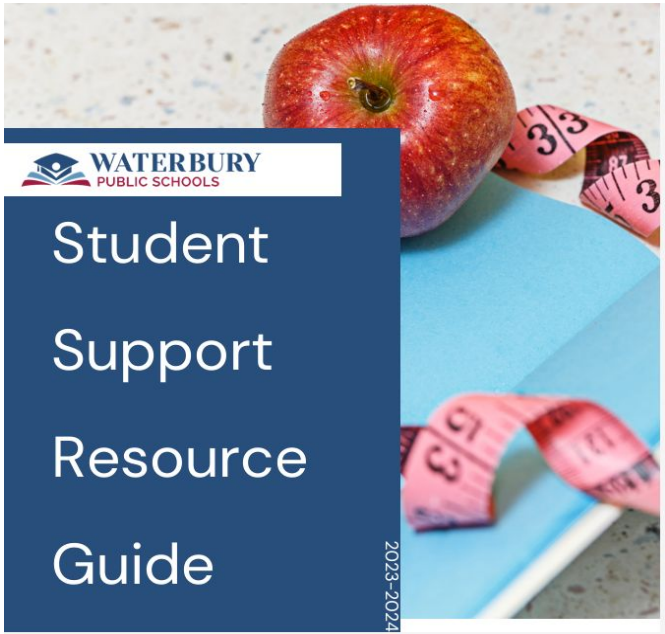
Tier 2 small groups: PMHG; CMHA-Smart Recovery; Bounce Back; Tier 2/3 Intensive: Klingberg-Clinicians; CJR-Clinicians



Find the SUPPORT you need on WPS' Website

WATERBURY PUBLIC SCHOOLS

https://www.waterbury.k12.ct.us/





Thank You.

WATERBURY
PUBLIC SCHOOLS

WATERBURY PUBLIC SCHOOLS

#4

Mrs. Jade L. Gopie
Assistant Superintendent of Schools
(203) 574-8023
jgopie@waterbury.k12.ct.us

Date: January 2, 2025

To: Waterbury Board of Education

From: Jade L. Gopie, Assistant Superintendent

Subject: Executive Summary, Crosby High School contracted services with Math Concepts, LLC

The Waterbury Public Schools requests to amend the existing contract between Math Concepts, LLC and Wilby High School and extend the contracted services to include Crosby High School.

The scope of work will remain unchanged; however, we would like to add Crosby High School to the agreement, with an additional amount of $20,800 allocated for services during the 2024-2025 school year. The funding for this additional amount will be provided through the Crosby High School School Improvement Grant (SIG) and the Commissioner's Network (CN) Planning Year funding sources.

Thank you for your attention to this request.

Respectfully,

Jade L. Gopie
Jade L. Gopie
Assistant Superintendent

Amendment Number 1
to
Professional Services Agreement
For
Math Teacher Coaching
between
The City of Waterbury, Connecticut
And
Math Concepts, Inc.

THIS AMENDMENT #1, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and MATH CONCEPTS, INC., A New York Corporation located at 24 North Manheim Boulevard, New Paltz, New York 12561 (the "Consultant") (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the City entered into an Agreement with Consultant effective on September 26, 2024, for Math Teacher Coaching at Wilby High School (the "Agreement" or "Contract"); and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement to revise the language of Paragraphs 1.1 and Paragraph 6.1 to include services at Crosby High School and additional compensation; and

NOW THEREFORE, Parties hereby agree and covenant to amend the Contract as follows:

1. Paragraph 1.1 shall be amended to include services to be performed at Crosby High School and Attachment B attached hereto.

2. Paragraph 6.1 shall be deleted and replaced with the following:

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed **ONE HUNDRED FOUR THOUSAND DOLLARS AND 00/100 CENTS ($104,000.00)** for the entire one-year term.

2. All other terms, conditions and provisions of the Contract, including sub-paragraphs of Section 6, shall remain in full force and effect and binding upon the parties.

(Signatures next page)

IN WITNESS WHEREOF, the parties hereto executed this Amendment Number 1 on the dates indicated below.

WITNESSES:

_____

_____

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

_____

_____

MATH CONCEPTS, INC.

By:_____

Its _____

Date: _____

Attachment B

1. Consultant's cost proposal dated August 30, 2024, consisting of one (1) page for additional services at Crosy High School.

Reply | Delete Junk | ••• ✕

Math Concepts LLC. (Crosby 2024-2025)

MICHAEL VERONNEAU
Fri 8/30, 10:15 AM
JADE LEE GOPIE

Reply |

Inbox

Please see information below:

Item	Cost	Source
Math Concepts LLC. (7 Sessions/$2600.00	$18,200.00	CSDE- SIG 7
Math Concepts LLC. (1 Session/$2600.00	$2,600.00	CSDE-S5 (CN-Planning Year)
Total	**$20,800.00**	

Michael Veronneau
Principal
Crosby High School
Waterbury Public Schools
mveronneau@waterbury.k12.ct.us
300 Pierpont Rd | Waterbury, CT 06705
O: 203-574-8069| Ext: 12121|

This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.

This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.

WATERBURY
PUBLIC SCHOOLS

Janet Frenis
Chief Academic Officer
(203) 574-8000 Ext. 11260
jfrenis@waterbury.k12.ct.us

#5

To: Honorable Board of Education

From: Janet Frenis, Chief Academic Officer

Date: January 1, 2025

Subject: Amendment One to the Professional Services Agreement Between the City of Waterbury and Linguistica International for Translation Services

The Department of Education respectfully requests approval of amendment one to the professional services agreement between the City of Waterbury and Linguistica International for Translation Services. The original contract was for a three-year period ending May 5, 2025 and was not to exceed $50,000.

By the fall of the 2024-25 school-year, the Education Department had spent approximately $42,000 of the original $50,000 allotted for these services. The purpose of the amendment is to increase funding in the amount of $25,000.00.

The Academic Office will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully submitted,

Janet Frenis

Janet Frenis

Amendment Number 1
to
Professional Services Agreement
RFP No. 7120
for
Phone and/or Video On-Demand Translation Services
between
The City of Waterbury, Connecticut
and
Linguistica International

THIS AMENDMENT #1, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and LINGUISTICA INTERNATIONAL ("Contractor"), 4250 West 5415 South, Kearns, Utah (jointly referred to as the "Parties").

WHEREAS, the City entered into an Agreement with Contractor effective on May 5, 2022, for Phone and/or Video On-Demand Translation Services (the "Agreement" or "Contract"); and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement to revise the language of Paragraph 6 to include additional compensation;

NOW THEREFORE, Parties hereby agree and covenant to amend the Contract as follows:

1. Paragraph 6 shall be deleted and replaced with the following language:

> **6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all the goods and services set forth in this Contract in an amount not to exceed **SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00)** for the entire three-year term.

2. All other terms, conditions and provisions of the Contract, including sub-paragraphs of Section 6 remain in full force and effect and binding upon the parties.

(Signatures next page)

IN WITNESS WHEREOF, the parties hereto executed this Amendment Number 1 on the dates indicated below.

WITNESSES:

_____

_____

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

_____

_____

LINGUISTICA INTERNATIONAL

By:_____

Its _____

Date: _____

#6a

WATERBURY PUBLIC SCHOOLS

ESSER/ARP Monthly Expenditure Report

Board of Education Workshop

January 9, 2025

ESSER I	ESSER II	ARP ESSER III
Beginning Date March 2020 Ending Date September 2022	Beginning Date December 2020 Ending Date September 2023	Beginning Date May 2021 Ending Date September 2024
Total Grant : $9,394,519	**Total Grant : $41,651,124**	**Total Grant : $89,691,176**
Public Portion - $8,462,310 $8,462,310 YTD Exp/Enc $ 0 YTD Balance	$41,651,124 YTD Exp/Enc $ 0 YTD Balance	$89,691,176 YTD Exp/Enc $0 YTD Balance
Non-Public Portion: $932,209 $932,209 YTD Exp/Enc $ 0 YTD Balance	0	

Detail of Encumbrance/Expenditures

ESSER I

- Temporary Maintainers; Health Dept & Fire Dept Overtime for COVID Testing
- Chromebook Management Services; Licenses; Teachers Laptops; Students Chromebooks; Chromebook Charging Carts; Data Switches & Wireless Headphones
- HVAC & Ventilation Projects- Regan Boilers Replacement, & heating pumps, Carrington BMS Upgrades, HVAC Repairs at Reed, Maloney, Rotella, Gilmartin, Duggan, WAMS, Career, and West Side.
- Covid staff testing fees;
- Fire safety equipment
- Bilingual materials
- PPE/Health & Safety Supplies; Handwashing Stations

ESSER II

- GF Staff Retainage- Maintainers Staff, IT Staff and School Counselors.
- Summer School Programs; Summer Camps – YMCA, Boys & Girls & PAL
- Transportation for Summer School; Summer school program supplies
- Recruitment - UCONN Resident & Nex-Gen programs; College partnerships for recruitment
- Translation Services
- SEL Curriculum
- Technology Professional Development Training
- Portrait of Graduate Development and Assessment
- CTE Supplies and Wilby Greenhouse Renovation
- Food Service Deficit;
- Facility Study
- Administrative Costs - Contracted Project Manager Services; Contracted Legal Services
- Design Services – Auditorium Upgrades; Air Handler Units; Mechnical Upgrades & Rotella Boiler
- Summer school field trips
- Boiler replacement /Tinker school and Kingsbury
- School counselor Summer program
- New Mentors Summer training
- Design services –HVAC for Wilby, NEMS,WSMS,Crosby, Wallace, State St, Wilson
- Design services- Boiler replacement for Driggs, Maloney, Washington, Generali)
- Boiler replacement –Rotella
- SEL Curriculum
- Naviance
- Duct & Vent Cleaning (Carrington, Duggan,Gilmartin, Reed)
- Reboot pilot program
- Crosby Bypass piping
- Auditorium Upgrades (WAMS, WSMS, Rotella, Kennedy, Laurel Hill Complex & Bergin Complex)
- HVAC upgrades (Duggan, Gilmartin)
- Boiler replacement (Rotella)
- Summer program STEM kits
- Boilers replacement (Driggs, Generali, Maloney and Washington)
- Removal and replacement of 3 playscapes (Chase, Regan, Rotella)
- Summer day Camp (Waterbury Youth Service)
- Commissioning Services (Noresco)
- Summer Camp field trip
- Duct & Vent Cleaning (WAMS, Maloney, Rotella)
- Furniture (Moved from Esser III to II)
- ESS (substitutes)
- Moved HVAC expenses from ARP Esser III to Esser II

WATERBURY PUBLIC SCHOOLS

ARP ESSER III

- (2) PT Crisis Youth Intervention Clinicians;
- Accountant III
- Facility Operation Manager
- Extra Class Stipends for Teachers covering shortage areas (High Schools);
- Partners in Education (CT Center for School Change);
- Outside Counsel Legal Fees for ARP ESSER Contracts;
- Curriculum Update- Pear Deck & Legends of Learning;
- Instructional Supplies & Equipment (School Principals Needs)
- Resources to Support Curriculum(Home Learning);
- Equity Training Services
- State Street Playground Equipment
- HVAC Projects/Repairs- Maloney Chiller Replacement, Wilby AC, Crosby Cooling Tower, Wams, Kennedy Fan Replacement.
- Upgrade furniture, fixtures and equipment based on school needs.
- Digital platform to connect students with mentors.
- Amplify reading student license, mCLASS DIBELS
- Mechanical Upgrades at three schools (Crosby,Kennedy, Wilby)
- SAFE after school program/behavioral clinicals
- Nearpod, Kami, Rubicon subscription
- Summer programs-Boys & Girls club
- Workshop Athletic program
- Biliteracy Training program
- Enrichment programs in the Community (Palace Theater, Shakesperian, Mattatuck museum, Boys and Girls, YMCA)
- Design services for HVAC (Sprague, Regan, Tinker, Washington, Bucks Hill, Chase , International, Generali)
- Harvard Graduate school- training school turnaround leaders
- Linguistica International –translation services
- Cormier Consulting
- Varsity Tutors
- Removal and replacement of 6 playscapes (Bunker Hill, Driggs ,Sprague, Hopeville, Tinker, Washington)
- Radiator Covers
- Multi-tired system of supports for behavior (Branching Minds).
- Water cooled chiller for Wilby
- Design fees for VRF/DOA for 6 elementary schools
- Summer programs (PAL, YMCA,Seven Angels)
- Imagine learning (licenses for online learning)
- Furniture (Moved from Esser III to II)
- Quill (Middle & high school licenses)
- Moved HVAC expenses from ARP Esser III to Esser II
- Google workspace for Education
- Students Chromebooks

- Removal and replacement of playscape at Carrington
- Rubrik update
- Waterbury Bridge to Success
- HVAC construction fees at Wilby and NEMS
- Kitchen construction fees at Crosby and Wilby
- Lightspeed Audio solution
- HVAC Replacement at Crosby/Wallace
- Construction for conversion of Crosby weight room into PE
- HVAC replacement at Kennedy
- HVAC at 13 elementary schools (Bucks Hill,Chase, Driggs, Generali, Hopeville, Tinker, Bunker Hill, International, Kingsbury, Regan, Sprague, Washington, Wilson)
- HVAC construction fees at WAMS
- Carrington Learning Park security cameras
- Yondr Packages include pouches, medical pouches, unlocking bases, storage accessories, school resource templates
- Transformers for 11 elementary schools
- Chromebooks and Chromebooks parts.
- ESS substitutes

#6b

Waterbury Board of Education

FY2024-2025

November
Expenditure Report

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	NOVEMBER EXPENDITURE	NOVEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	$11,652,029	$11,238,952	$4,109,095	$0	$7,129,857	$11,084,752	$154,200
511102	Teachers	$41,409,063	$40,949,544	$11,989,857	$0	$28,959,687	$41,753,729	($804,185)
511104	Superintendent	$454,426	$454,426	$152,083	$0	$302,343	$287,129	$167,297
511106	Early Incentive Certifiied	$796,084	$899,705	$921,097	$0	($21,392)	$921,097	($21,392)
511107	Certified Coaches	$770,000	$770,000	$231,611	$0	$538,389	$770,000	$0
511108	School Psychologists	$1,203,749	$1,203,749	$255,350	$0	$948,399	$877,185	$326,564
511109	School Social Workers	$2,311,147	$2,311,147	$586,269	$0	$1,724,878	$2,129,473	$181,674
511110	Speech Pathologists	$2,462,183	$2,462,183	$756,068	$0	$1,706,115	$2,437,090	$25,093
511111	Assistant Superintendent	$173,250	$173,250	$66,635	$0	$106,615	$173,250	$0
511113	Extra Compensatory Stipend	$105,000	$105,000	$2,460	$0	$102,540	$105,000	$0
511201	Non-Certified Salaries	$2,918,541	$2,918,541	$622,544	$0	$2,295,997	$2,855,930	$62,611
511202	Clerical Wages	$1,286,958	$1,286,958	$408,040	$0	$878,918	$1,033,399	$253,559
511204	Crossing Guards	$391,528	$391,528	$150,135	$0	$241,393	$391,528	$0
511206	Educational	$450,000	$450,000	$106,693	$0	$343,307	$450,000	$0
511212	Substitute Teachers	$350,000	$350,000	$207,954	$27,429	$114,617	$350,000	$0
511217	Library Aides	$207,477	$207,477	$56,981	$0	$150,496	$140,962	$66,515
511219	School Clerical	$2,338,476	$2,338,476	$779,755	$0	$1,558,722	$2,106,559	$231,917
511220	Fiscal Administration	$796,195	$796,195	$213,363	$0	$582,832	$562,492	$233,703
511222	Transportation Coordinator	$210,967	$210,967	$83,575	$0	$127,392	$210,967	$0
511223	Office Aides	$180,000	$180,000	$48,325	$0	$131,675	$180,000	$0
511225	School Maintenance Non-Certified	$2,563,557	$2,563,557	$958,318	$0	$1,605,239	$2,425,525	$138,032
511226	Custodians Non-Certified	$6,110,510	$6,110,510	$2,199,471	$0	$3,911,039	$5,884,961	$225,549
511227	Overtime - Outside Activities	$245,000	$245,000	$121,468	$0	$123,532	$245,000	$0
511228	Paraprofessionals	$9,570,536	$9,570,536	$3,193,010	$0	$6,377,526	$9,612,867	($42,331)
511229	Bus Duty	$265,000	$265,000	$525	$0	$264,475	$265,000	$0
511232	Attendance Counselors	$129,458	$129,458	$38,191	$0	$91,267	$129,458	$0
511233	ABA Behaviorial Therapist	$1,426,252	$1,073,848	$337,579	$0	$736,269	$834,985	$238,863
511234	Interpreters	$201,986	$201,986	$49,088	$0	$152,898	$151,414	$50,572
511236	Snow Removal	$0	$0	$0	$0	$0	$0	$0
511650	Overtime	$640,000	$640,000	$484,665	$0	$155,335	$640,000	$0
511653	Longevity	$5,620	$5,620	$0	$0	$5,620	$5,620	$0
511700	Extra Police Protection	$943,423	$943,423	$85,912	$0	$857,511	$943,423	$0
511800	Vacation and Sick Term Payout	$120,055	$416,434	$180,637	$0	$235,797	$416,434	$0
522501	Health Insurance-General	$10,000,000	$10,000,000	$0	$0	$10,000,000	$10,000,000	$0
529001	Car Allowance	$75,000	$69,200	$40,023	$0	$29,177	$69,200	$0
529003	Meal Allowances	$15,000	$15,000	$13,492	$0	$1,508	$15,000	$0
Subtotal Salaries		**$102,778,470**	**$101,947,670**	**$29,450,266**	**$27,429**	**$72,469,975**	**$100,459,429**	**$1,488,241**

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	NOVEMBER EXPENDITURE	NOVEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	$4,200,000	$4,200,000	$1,587,066	$407,934	$2,205,000	$3,940,706	$259,294
533009	Evaluation	$2,500	$2,500	$0	$0	$2,500	$2,500	$0
533020	Consulting Services	$406,658	$406,658	$93,194	$74,052	$239,412	$406,658	$0
533100	Auditing	$62,000	$62,000	$57,500	$4,500	$0	$62,000	$0
539005	Sporting Officials	$25,000	$25,000	$0	$0	$25,000	$25,000	$0
539008	Messenger Service	$33,600	$33,600	$0	$0	$33,600	$33,600	$0
543000	General Repairs & Maintenance	$1,288,000	$1,288,000	$427,334	$374,522	$486,144	$1,288,000	$0
543011	Maintenance - Service Contracts	$975,000	$975,000	$276,872	$495,059	$203,069	$975,000	$0
544002	Building Rental	$587,642	$587,642	$197,571	$302,196	$87,875	$587,642	$0
545002	Water	$250,000	$250,000	$59,833	$0	$190,167	$250,000	$0
545006	Electricity	$3,000,000	$3,000,000	$1,159,845	$0	$1,840,155	$3,000,000	$0
545013	Security/Safety	$100,000	$100,000	$16,260	$21,454	$62,286	$100,000	$0
551000	Pupil Transportation	$18,790,000	$18,790,000	$5,164,562	$13,084,523	$540,915	$19,425,000	($635,000)
553001	Postage	$45,000	$45,000	$16,918	$0	$28,082	$45,000	$0
553002	Telephone	$200,000	$200,000	$125,493	$23,730	$50,778	$200,000	$0
553005	Wide-area Network (SBC)	$93,600	$93,600	$24,851	$46,563	$22,186	$93,600	$0
556055	Tuition - Outside	$16,000,000	$16,000,000	$3,679,407	$10,180,338	$2,140,255	$16,625,031	($625,031)
556056	Purchased Service - Outside	$3,000,000	$3,825,000	$811,447	$2,453,350	$560,203	$4,304,458	($479,458)
557000	Tuition Reimbursement	$10,000	$10,000	$12,176	$0	($2,176)	$20,000	($10,000)
558000	Travel Expenses	$5,000	$5,000	$384	$0	$4,616	$5,000	$0
559001	Advertising	$32,500	$32,500	$586	$1,628	$30,285	$32,500	$0
559002	Printing & Binding	$23,000	$23,000	$56	$0	$22,944	$23,000	$0
559104	Insurance - Athletics	$21,700	$21,700	$19,851	$0	$1,849	$19,851	$1,849
Subtotal Purchased Services		**$49,151,200**	**$49,976,200**	**$13,731,207**	**$27,469,848**	**$8,775,145**	**$51,464,546**	**($1,488,346)**
Supplies/Materials								
561100	Instructional Supplies	$1,612,104	$1,612,104	$657,066	$198,478	$756,560	$1,612,104	$0
561200	Office Supplies	$75,590	$75,590	$22,364	$13,513	$39,712	$75,590	$0
561204	Emergency/Medical Supplies	$2,000	$2,000	$0	$0	$2,000	$2,000	$0
561210	Intake Center Supplies	$3,500	$3,500	$1,618	$1,293	$589	$3,500	$0
561211	Recruitment Supplies	$50,000	$50,000	$16,784	$8,263	$24,953	$50,000	$0
561212	Medicaid Supplies	$8,000	$8,000	$697	$955	$6,349	$8,000	$0
561501	Diesel	$173,736	$173,736	$36,636	$81,070	$56,030	$173,736	$0
561503	Gasoline	$210,667	$210,667	$65,616	$85,188	$59,863	$210,667	$0
561505	Natural Gas	$2,000,000	$2,000,000	$377,947	$0	$1,622,053	$2,000,000	$0
561507	Janitorial Supplies	$375,000	$375,000	$218,433	$80,925	$75,641	$375,000	$0
561508	Electrical Supplies	$50,000	$50,000	$34,018	$11,416	$4,567	$50,000	$0
561509	Plumbing Supplies	$100,000	$100,000	$64,396	$13,722	$21,882	$100,000	$0
561510	Building & Ground Supplies	$220,000	$220,000	$69,526	$45,738	$104,736	$220,000	$0
561511	Propane	$404,688	$404,688	$183,083	$136,076	$85,529	$404,688	$0
567000	Clothing Supplies	$40,000	$46,100	$9,862	$35,509	$729	$46,100	$0
567001	Crossing Guard Uniforms	$2,000	$2,000	$1,331	$0	$669	$2,000	$0
569010	Recreational Supplies	$15,000	$15,000	$4,083	$3,730	$7,188	$15,000	$0
569029	Athletic Supplies	$137,895	$137,895	$70,228	$9,969	$57,698	$137,895	$0
Subtotal Supplies/Materials		**$5,480,180**	**$5,486,280**	**$1,833,689**	**$725,844**	**$2,926,747**	**$5,486,280**	**$0**

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	NOVEMBER EXPENDITURE	NOVEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	$15,000	$15,000	$1,625	$0	$13,375	$15,000	$0
575200	Office Equipment	$155,000	$155,000	$9,464	$6,851	$138,685	$155,000	$0
575408	Plant Equipment	$40,000	$39,700	$2,076	$1,988	$35,636	$39,700	$0
Subtotal Property		**$210,000**	**$209,700**	**$13,165**	**$8,839**	**$187,696**	**$209,700**	**$0**
Other/Miscellaneous								
589021	Mattatuck Museum	$12,000	$12,000	$2,520	$9,480	$0	$12,000	$0
589034	Board of Ed Commissioners	$20,700	$20,700	$10,733	$0	$9,967	$20,700	$0
589036	Emergency Fund	$9,450	$9,450	$0	$138	$9,313	$9,450	$0
589056	Waterbury Promise	$500,000	$500,000	$500,000	$0	$0	$500,000	$0
589201	Mileage	$10,000	$10,000	$2,492	$0	$7,508	$10,000	$0
589205	Coaches Reimbursements	$3,000	$3,000	$1,090	$0	$1,910	$3,000	$0
589900	Dues & Publications	$65,000	$65,000	$32,746	$0	$32,254	$65,000	$0
591002	Transfer to Sinking Fund	$0	$0	$0	$0	$0	$0	$0
591004	Athletic Revolving Fund	$135,000	$135,000	$124,960	$0	$10,040	$135,000	$0
Total Other/Miscellaneous		**$755,150**	**$755,150**	**$674,541**	**$9,618**	**$70,992**	**$755,150**	**$0**
GRAND TOTAL OPERATING BUDGET		**$158,375,000**	**$158,375,000**	**$45,702,868**	**$28,241,577**	**$84,430,555**	**$158,375,105**	**$0**
Other Additional Funding								
	Alliance Non-Reform/Reform	**$57,684,387**	**$57,684,387**	**$14,938,769**	**$0**	**$42,745,618**	**$57,684,387**	**$0**
	GF Surplus 15-16	$1,000,000	$1,000,000	$0	$0	$1,000,000	$1,000,000	$0
	GF Surplus 14-15	$1,000,000	$1,000,000	$0	$0	$1,000,000	$1,000,000	$0
	GF Surplus 16-17	$450,000	$450,000	$0	$0	$450,000	$450,000	$0
	Contingency Surplus	$675,000	$675,000	$0	$0	$675,000	$675,000	$0
	City Non Lapsing Account	$500,000	$500,000	$0	$0	$500,000	$500,000	$0
Total Additional Funding		**$61,309,387**	**$61,309,387**	**$14,938,769**	**$0**	**$46,370,618**	$61,309,387	**$0**
GRAND TOTAL ALL FUNDING		**$219,684,387**	**$219,684,387**	**$60,641,637**	**$28,241,577**	**$130,801,173**	**$122,618,774**	**$0**

#6c

Education Operating Budget Timeline – Fiscal Year 2026

Proposed – Budget timeline

TBD – January-February 2025	**Finance Committee meets to review and discuss the proposed budget and recommends budget to the Committee of the Whole**
TBD – February 2025	**Special Meetings - Committee of the Whole reviews the Finance Committee's budget recommendation at Workshop**
TBD – February 2025	**Special Meeting - Board of Education adopts budget request and sends it to the Mayor**
February thru March 2025	**Proposed Education Budget considered by Office of the Mayor and Office of Budget Control**
By Tuesday, April 1, 2025	**Mayor submits Proposed City Budget to Board of Alderman**
April thru May 2025	**Meet with Board of Alderman Budget Subcommittee for review**
By Friday, June 6, 2025	**Board of Alderman adopts budget**
May- First week of June 2025	**Board of Education Finance Committee meets to discuss final budget**
Thursday - June 5, 2025	**Board of Education Workshop meets to adopt Board of Education final budget**
Thursday - June 19, 2025	**Board of Education Meeting to adopt final budget**

#7

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340
nalbini@waterbury.k12.ct.us

MEMORANDUM

DATE: January 6, 2025

TO: Board of Aldermen Members
Board of Education Commissioners

FROM: Nicholas J. Albini, Chief Operating Officer

SUBJECT: Professional Services Agreement (RFP#8241) with SLR International Corporation for On-Call Environmental Services and AHERA Inspection

The Education Department respectfully requests your approval of the above-referenced agreement in the amount of $24,500 (including Chase Building as an alternate in the amount of $7,500 since the building is 80% Education Department staff) for on-call environmental services, consultation and AHERA inspection. The agreement was initiated under Request for Proposal #8241. Five companies responded to this RFP with SLR International Corporation (SLR) being the most responsible bidder.

The contract term is for three years ending December 31, 2027 and will service all schools. This agreement will allow SLR to perform all required six-month surveillance reports and three-year AHERA re-inspections and update the asbestos management plans for each school to be completed in 2027 in order to remain in compliance with Asbestos Hazard Emergency Response Act of 1986.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your consideration.

#7

PROFESSIONAL SERVICES AGREEMENT
RFP NO. 8241
FOR
ON-CALL ENVIRONMENTAL SERVICES AND AHERA INSPECTION
BETWEEN
THE CITY OF WATERBURY
AND
SLR INTERNATIONAL CORPORATION

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between **CITY OF WATERBURY** (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and **SLR INTERNATIONAL CORPORATION** located at 99 Realty Drive, Cheshire, Connecticut (the "Firm").

WHEREAS the Firm submitted a proposal to the City responding to **RFP NO. 8241** , which sought a on call environmental and AHERA inspection services (the "Project"); and

WHEREAS the City selected the Firm to perform services regarding **RFP NO. 8241**; and

WHEREAS the City desires to obtain the Firm's services pursuant to the terms, conditions and provisions set forth in this agreement for the Project.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Firm shall furnish all the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as the "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. As more particularly described in Article 1.1 and **Attachment A**, the Firm will provide on-call environmental and AHERA inspection services necessary at certain City schools, all as more particularly described and set forth in **RFP NO. 8241**. The Firm agrees that the compensation, as stated in Article 6, represents adequate and sufficient consideration for his provision of all its professional services (including those of his consultants (when approved by the City)) necessary to complete the Project, whether or not those services are individually expressed in this Agreement, the only exceptions to this being: (a) cost of those services that are provided by third parties and that are expressly designated therein as being the "City's responsibility" or are "City provided"; and (b) the cost of those engineering or consulting services that become necessary as a result of change in Project scope affecting the Firm and that are the subject of a written agreement between the City and the Firm as provided herein. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with all applicable local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Firm shall make such revisions or modifications to its work, at its own cost and expense, as the City may require to be deemed complete.

1.1. The Project consists of the construction specialist oversight and management

services referred to above and more particularly detailed and described in **Attachment A**, which is a material component of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Firm as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1. Firm's Proposal submitted in response to **RFP NO. 8241**, dated October 17, 2024, and consisting of 72 pages, incorporated by reference;
2. Firm's Revised Cost Proposal, dated November 7, 2024, consisting of 1 page proposal , attached hereto;
3. City's **RFP NO. 8241**, incorporated by reference;
4. Solicitation Addendum #1, dated October 8, 2024, incorporated by reference;
5. Firm's Certificate(s) of Insurance, attached hereto;
6. Firm's Stockholder's Affidavit, Non-Collusion Affidavit, and Debarment Certificate, incorporated by reference;
7. All applicable Federal, State and local statutes, regulations charter and ordinances, to the extent such provisions are applicable to professional service agreements are made part of this Agreement;
8. All permits and licenses, incorporated by reference; and
9. All amendment(s) and Change Orders issued by the City after execution of Contract, incorporated by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Firm. If any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 Federal, State, and local laws, regulations, charter and ordinances;
1.2.2 Contract Amendment(s) and Change Orders;
1.2.3 Contract;
1.2.4 **RFP NO. 8241** Addenda;
1.2.5 **RFP NO. 8241** Documents;
1.2.6 Firm's Revised Cost Proposal, dated November 7, 2024, consisting of 1 page proposal; and
1.2.7 Firm's Proposal submitted in response to **RFP NO. 8241**, dated October 17, 2024, and consisting of 72 pages.

2. Firm Representations Regarding Qualification, Accreditation and Personal Services. The Firm represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Firm further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required

under the terms of this Contract, including any supplementary work and the City relies upon these. The services provided by the Firm are deemed to be personal services. The Firm shall assign to leadership positions those persons listed in Attachment A. The Firm shall not make substantial changes to this team without the approval of the City. Should circumstances beyond the control of the Firm result in changes to this team, the Firm shall submit the credentials of the Firm's proposed replacement team member for the City's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the City's rights to terminate the Contract, as provide for in this Agreement. Termination by the City because of a change in the Project Team shall be deemed a justifiable Termination for Cause.

2.1. Representations regarding Personnel. The Firm represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Firm under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

2.2. Representations regarding Qualifications. The Firm hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Firm and/or its employees be licensed, certified, registered, or otherwise qualified, the Firm and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Firm shall provide to the City a copy of the Firm's licenses, certifications, registrations, etc.

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

3.1. Use of City Property. To the extent the Firm is required to be on City property to render its services hereunder, the Firm shall have access to such areas of City property as the City and the Firm agree are necessary for the performance of the Firm's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Firm may mutually agree. Firm shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed

in a safe manner. Firm shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Firm, City may, but shall not be required to, correct same at Firm's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Firm is required to be on City property to render its services hereunder, the Firm shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Firm, unless written permission is obtained from the City to work during other times. This condition shall not excuse Firm from timely performance under the Contract. The work schedule must be agreed upon by the City and the Firm.

3.3. Cleaning Up. To the extent the Firm is required to be on City property to render its services hereunder, the Firm shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Firm, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Firm.

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

3.5. Standard of Performance. The Firm agrees to provide professional services that reflect the highest standards of professional care. If changes in schedule are requested by the City or otherwise develop during the Project that would require the Firm to perform with a lesser standard of care to meet the schedule, it is solely the responsibility of the Firm to notify the City in advance in writing that such deviation will be required and to provide to the City the specific basis for that opinion. The Firm shall not deviate to a lesser standard of care in the absence of an express written authorization by the City. This paragraph shall not be construed to authorize performance by the Firm at a standard of care that is less than that which is required by law, or which is expected of like firms practicing under similar circumstances and conditions.

3.6. Firm's Employees. The Firm shall always enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Firm acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not

limited to the specifications, and any addenda thereto. The Firm hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items, facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Firm to complete Due Diligence prior to submission of its proposal shall be borne by the Firm. Furthermore, the Firm had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Consultant, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Consultant.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Consultant has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. Periodically or as otherwise directed by the City, the Firm shall deliver written reports to the Waterbury School Inspectors Office's (the

"Using Agency's") designated representative that it is complying with the delivery of all services and regulatory requirements required as part of its scope of work as set forth in Attachment A and Section 1.1 above. The Firm's failure to deliver any report required herein shall be deemed a material breach of this Contract and the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

3.9. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students are Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Contractor shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

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

4. Responsibilities of the City. Upon the City's receipt of Firm's written request, the City will provide the Firm with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Firm hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Firm for the purpose of carrying out the services under this Contract.

5. Contract Time. The term of this agreement shall be for three years, commencing January 1, 2025, and continuing through and including December 31, 2027 ("Contract Time"):

5.1. Time is of the essence in this Agreement. The Firm agrees to complete Project performance as required in Section 5 above.

5.2. Delay Damages

5.2.1 The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such a rate of progress as will ensure full completion thereof within the Contract time stated above.

5.2.1.1 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.3. No Damage for Delay. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Firm for satisfactory provision of all the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to the Firm shall not exceed **TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS ($24,500)** and shall be in accordance with Firm's revised cost proposal, dated November 7, 2024, which is included in **Attachment A**. The hourly rates set forth in said attachment shall be used for invoicing purposes. In no event shall the cost of the Project exceed the fee set forth above.

6.2. Limitation of Payment. Compensation payable to the Firm is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Firm's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Firm's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 The Firm and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Firm in an amount equaling the sum or sums of money the Firm and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Firm's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Firm shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Firm shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Firm's demand for payment. The City shall not certify fees for payment to the Firm until the City has determined that the Firm has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Firm in preparing its proposal for **RFP NO. 8241** shall be solely borne by the Firm and are not included in the compensation to be paid by the City to the Firm under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Firm shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall

pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

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

8.2. In any and all claims against the City or any of its boards, agents, employees or officers and all affiliated entities and each of their respective members, managers, partners, officers, directors and shareholders by the Firm or any employee of the Firm, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Firm or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Firm understands and agrees that any insurance required by this Contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, its Department and Board of Education and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, commissioners and officials as provided in this Contract.

8.4. The Firm expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, the City's boards, agents, employees or officers and all affiliated entities and

each of their respective members, managers, partners, officers, directors, shareholders, commissions and officials as provided herein.

8.5. Royalties and Patents. The Firm shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Firm's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Firm shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Firm and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Firm shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Firm, or its subcontractor, omission or commission.

9. Firm's Insurance.

9.1. The Firm shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Firm and such insurance has been approved by the City. The Firm shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings, or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Firm shall purchase and maintain the insurance coverages set forth below which shall protect the City and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Firm's obligation under this Contract, whether such obligations are the Firm's or subcontractor, or person or entity directly or indirectly employed by said Firm or subcontractor, or by any person or entity for whose acts said Firm or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the effective date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail

Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, always during which the services are to be performed by the Firm:

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

9.4.2 Automobile Liability Insurance: $1,000,000.00 combined single limit (CSL); providing coverage to protect the City with respect to claims for damage for bodily injury and/or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non- owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident: **$1,000,000**
EL Disease Each Employee: **$1,000,000**
EL Disease Policy Limit: **$1,000,000**

Firm shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Professional Liability Insurance: **$1,000,000.00** for each claim and **$1,000,000.00** aggregate limit for professional liability (also known as, errors and omissions) insurance providing coverage to the Firm.

9.4.5 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances: **$1,000,000.00** each occurrence and **$1,000,000.00** aggregate.

9.4.6 Contractors Pollution Liability Insurance: $1,000,000.00 each claim and **$1,000,000.00** aggregate coverage. There shall not be any exclusions for hazardous waste materials, including asbestos or lead. The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

9.5. Failure to Maintain Insurance: In the event the Firm fails to maintain the

minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Firm's invoices for the cost of said insurance.

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

9.7. Certificates of Insurance: The Firm's General and Automobile Liability Insurance policies shall be endorsed to add the City of Waterbury, its Department of Education and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Firm's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Firm executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury, the Department of Education and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees is listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability. All policies include a waiver of subrogation on all lines of coverage except Professional Liability.**" The City's request for proposal number must be shown on the certificate of insurance. The Firm must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. Upon execution of this Agreement, the Firm shall deliver to the City a copy of the Firm's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Firm represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Firm of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: **EQUAL EMPLOYMENT OPPORTUNITY ACT; COPELAND ANTI-KICKBACK ACT**, as supplemented in the Department of Labor Regulations (29 CFR Part 3); **DAVIS-BACON ACT** as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work

Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the **HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**, as amended; **TITLE** 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Firm's work and services shall be secured in advance and paid by the Firm. The Firm shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Firm for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Firm remains liable, however, for any applicable tax obligations it incurs. Moreover, the Firm represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Firm and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Firm is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Firm is aware of, and shall comply with to the extent applicable, the provisions of both the Federal Davis-Bacon Act and the American Rescue Plan Act of 2021, the provisions of both acts are hereby incorporated by reference

and made a part of this Contract.

11. Discriminatory Practices. In performing this Contract, the Firm shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Firm shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Firm agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements and will require the same of all subcontractors.

12. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 **C.F.R.** Part 75, §§75.1 – 75.33 (formerly 24 **C.F.R.** Part 135, §135.38) may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 **U.S.C.** § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by **HUD** assistance or **HUD**-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of **HUD** assistance for housing.

12.2. The parties to this Contract agree to comply with **HUD**'s regulations in 24 **C.F.R.** Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

12.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 **C.F.R.** Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 **C.F.R**. Part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 **C.F.R.** Part 75.

12.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 **C.F.R.** Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 **C.F.R.** Part 75.

12.6. Noncompliance with **HUD**'s regulations in 24 **C.F.R.** Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 **U.S.C.** § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Firm, the Firm shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written

notice to the Firm of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Firm under this Contract shall, at the option of the City, become the City's property, and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed for such, but less any damages or costs incurred by the City because of such for cause termination.

13.1.2 Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Firm, and the City may withhold any payments to the Firm for the purpose of setoff until such time as the exact amount of damages due the City from the Firm is determined. To the degree that the Firm's negligent conduct, failure to perform, or omissions results in damages to the City, the Firm will be liable for those damages. Nothing in this Agreement shall relieve the Firm of liability for the consequence of the failure to fully perform his services meeting the requisite standard of care as established in this Agreement.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Firm. If this Contract is terminated by the City as provided herein, the Firm will be paid an amount which bears the same ratio to the total compensation as the services performed bear to the total services of the Firm covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Firm acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Firm therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been
appropriated, authorized or otherwise made available by law by giving written notice of termination to the Firm.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Firm for the agreed to level of the products, services and functions to be provided by the Firm under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Firm, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced

level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Firm for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Firm shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. Regarding third party products, the Firm shall transfer all licenses to the City which the Firm is permitted to transfer in accordance with the applicable third-party license. The City shall have no financial obligation to compensate the Firm for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Firm shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Firm for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Firm shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Firm shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Firm may negotiate a mutually acceptable payment to the Firm for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Firm. The Firm may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Firm shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Firm will be compensated by the City for work performed prior to such termination date and the Firm shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole

judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Firm shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Firm for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The Firm hereby assigns to the City, without reservation, all copyrights to all project related documents, models, photographs, and other expression created by the Firm. Among those documents are certain "Instruments of Service", including but not limited to the data, studies, reports, specifications, deliverables, drawings, prints, maps, etc. prepared for the City. Also, the City's obligation to pay the Firm is expressly conditioned upon the Firm's obtaining a valid written comprehensive assignment of copyrights from his Firms in terms identical to those that obligate the Firm to the City as expressed in this subparagraph, which copyrights the Firm, in turn, hereby assigns to the City. The City, in return, hereby grants the Firm a nonexclusive license to reproduce the document for purposes relating directly to the Firm's performance of this Project, for the Firm's archival records, and for the Firm's reproduction of drawings and photographs in the Firm's marketing materials, provided the contents of those materials, as to this Project, are approved in advance by the City in its reasonable discretion. No other project related documents may be reproduced for any other purpose without the express written permission of the City in its reasonable discretion. No other copyrights are included in this grant of nonexclusive license to the Firm. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Firm or the commission by the Firm of a tort or a crime potentially affecting the City or the Project. This nonexclusive license is granted to the Firm alone and shall not be assigned by the Firm to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon Firm's assignment of this nonexclusive license to another or his attempt to do so.

15. Force Majeure. Firm shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Firm shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

16. Subcontracting. The Firm shall not, without the prior written approval of the City,

subcontract, in whole or in part, any of the Firm's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Firm and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Firm from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Firm shall be as fully responsible to the City for the acts and omissions of the Firm's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Firm.

17. Assignability. The Firm may not assign his interest or obligations under this Agreement without the written consent of the City, which consent may be withheld by the City without cause. The City reserves the right, upon notice to the Firm, to assign this Agreement to an institutional lender providing financing for the Project or to other persons ready and capable of performing the City's obligation under the Agreement.

The Firm shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Firm from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Firm's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve-month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Firm shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Firm shall be solely responsible for causing the timely repair to and/or replacement of City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Firm, by someone under the care and/or control of the Firm, by any subcontractor of the Firm, or by any shipper or delivery service. The Firm shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Firm shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Firm. The Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services

hereunder. The Firm further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Firm.

22. Independent Contractor Relationship. The relationship between the City and the Firm is that of client and independent contractor. No agent, employee, or servant of the Firm shall be deemed to be an employee, agent or servant of the City. The Firm shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Firm hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Firm hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Firm or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Firm hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Firm shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. If the Firm determines that services beyond the Project's scope are required, it

shall notify the City in writing, stating the basis for that determination and the fees and expenses that the Firm believes will be incurred by the City if the City authorizes such services. Under no circumstances will the City be obligated to compensate the Firm or others for fees and expenses related to additional services unless the City has authorized the performance of such services in writing in advance. Upon receipt of such written notice, at the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract **OR** is made pursuant to a provision in the original Contract; **AND**

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein); **AND**

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection, a Change Order shall not include:

25.2.1 an upward adjustment to a Firm's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Firm, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Firm's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract changes NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Firm and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's **RFP NO. 8241** and **(ii)** the Firm's proposal responding to the **RFP NO. 8241**.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party because the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance; Forum Selection. The Firm agrees that it waives a trial by jury as to all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. The City may elect to subject disputes arising out of this Agreement to resolution by meditation, arbitration, or litigation. This election can be made at any time by the City. Unless otherwise agreed by the parties at the time of such election, the rules governing mediation or arbitration invoked by the City shall be the Construction Industry Dispute Resolution Procedures of the American Arbitration Association. The Firm hereby waives the right to elect the method of dispute resolution and agrees that this waiver is supported by sufficient and appropriate consideration. The Firm also agrees to prepare or modify all project related documents used or prepared by the Firm, including, but not limited to, Agreements between Firm and his Firms, Agreement between the City and other parties, and any other agreement for this Project to reflect this waiver and to coordinate all original documents prepared by the Firm and its consultants to conform with this paragraph. The Firm waives all objections to joinder of the Firm as a party to any mediation, arbitration, or litigation related to this Project in which the City is joined or is otherwise positioned as a party and in which the Firm's conduct or his performance of professional services is in any way relevant to the subject of a dispute. Notwithstanding any such claim, dispute or legal action, the Firm shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City. Finally, the prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

28. Binding Agreement. The City and the Firm each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Firm, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by

written notice, are as follows:

Firm:	SLR International Corporation 99 Realty Drive Cheshire, CT 06410
City:	City of Waterbury School Inspectors Office 236 Grand Street Waterbury, CT 06702
With a copy to:	City of Waterbury Corporation Counsel's Office City Hall, Third Floor 235 Grand Street Waterbury, CT 06702

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

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

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

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

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary

source for interpretation of the forgoing subsections 32.1-32.7.

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

32.10. The Firm hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk or at: *https://www.waterburyct.org/content/9569/9605/9613/15125.aspx* [click link titled "The City of Waterbury Code of Ordinances Rev. 12/31/19". For Chapter 38, click on "**TITLE III: ADMINISTRATION**", then click on "**CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM**". For Chapter 39, click on "**TITLE III: ADMINISTRATION**", then click on "**CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST**"].

32.11. The Firm is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

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

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

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

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute,

in the event the total compensation payable to the Firm set forth in Section 6 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Firm records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

_____

_____

CITY OF WATERBURY

By: _____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

_____

_____

SLR INTERNATIONAL CORPORATION

By: _____
Ryan D. Rouillard, Duly Authorized

Date: _____

ATTACHMENT A

Sandra Romero
Family Community Engagement Manager
(203) 346-3520
sandra.romero@waterbury.k12.ct.us

#7a

MEMORANDUM

TO: Board of Education

FROM: Sandra Romero, Family & Community Engagement Manager

DATE: December 26, 2024

RE: Executive Summary

EXECUTIVE SUMMARY

The Waterbury Public Schools respectfully requests your approval of a no cost contract to the Professional Services Agreement with Area Cooperative Educational Services, or ACES, to serve as the fiduciary Manager for the Learner Engagement and Attendance Program, also known as LEAP. ACES will be instrumental in the hiring, onboarding, and payroll for all LEAP staff, including the City Coordinator, City Team Leader, Team Leaders, and Engagement Specialists. The program is being funded in one lump sum of $534,650 by the Connecticut Department of Education's ARPA grant.

Waterbury Public Schools previously established an agreement with ACES identifying December 31 2024 as the end of The LEAP grant; however, per the Connecticut State Department of Education, grant funds are available again with the end date of January 31 2026. The district will continue to implement a student engagement plan to guide district efforts to increase student achievement through intentional relationship focused home visitations with related supports and services at the seven previously identified schools. Our goal, and desired outcome, is to improve the attendance of those students that are most vulnerable and chronically absent so that they can productively return to their learning communities as successful learners.

Sincerely,
Sandra Romero
Sandra Romero, MSW
Family and Community Engagement Manager

PROFESSIONAL SERVICES AGREEMENT
For
LEAP Program Administration
between
The City of Waterbury, Connecticut
and
Area Cooperative Educational Services Corporation (ACES)

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and AREA COOPERATIVE EDUCATIONAL SERVICES CORPORATION, a Connecticut corporation located at 350 State Street, North Haven, Connecticut ("ACES" or the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City to provide fiduciary agent and administration support with respect to the Waterbury Public Schools Learner Engagement Attendance Program ("LEAP") Grant program, including the support and fiscal administration of the LEAP Grant Program materials, staffing, and payroll; and

WHEREAS, the City selected the Contractor to provide such services; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and the Contractor shall provide fiduciary agent and administration support with respect to the Waterbury Public Schools LEAP Grant program, including the

support and fiscal administration of the LEAP Grant Program materials, staffing, and payroll, including but not limited to:

- ACES will act as Fiduciary Agent for the LEAP funds
- ACES will hire and onboard all staff, certified and non-certified Team Leaders, and Engagement Specialists for the LEAP program and compensate staff in work performed associated with the function of LEAP
- ACES will hire, train, and supervise teams in the goals of the grant as well as strategies to increase participation and engagement, paying careful attention to the metrics used in assessment and evaluation of the program
- ACES will pay all vendors and all billable services/ expenses
- ACES will assist in applying for the LEAP funds in eGMS

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 Sole Source approval dated November 27, 2024 (attached hereto)
1.1.2 Certificates of Insurance, incorporated by reference (attached hereto)
1.1.3 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
1.1.4 All Required Licenses
1.1.5 Required Contract Provisions ARPA Funded Projects

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 This Contract document.
1.2.2 Sole Source documents
1.2.3 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. **Representations regarding Personnel.** The Contractor represents that it has,

or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. A**s** set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

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

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all eases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

> **3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of

carrying out the services under this Contract.

5. Contract Time. The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time"). All work defined within the Scope of Work governing this Contract shall be completed no later than June 30, 2026.

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services shall not exceed Four Hundred Seventy-Six Thousand Nine Hundred Eighty-Eight and 50/100 Dollars ($476,988.50) as follows:

Salaries:	$ 377,960.00
Benefits (payroll taxes):	$ 29,540.00
Travel:	$ 1,500.00
Supplies:	$ 2,988.50
Fiduciary Administrative Fee:	$ 65,000.00
Total:	$ 476,988.50

The total compensation shall be limited to the amount awarded to the City pursuant to the LEAP grant. The Fiduciary Administrative Fee shall be capped at thirteen percent (13%) of the LEAP grant award. The compensation shall be paid upon submission of an itemized invoice which includes a detailed description of work performed and date of service, invoiced quarterly.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.1.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

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

8.2. In any and all claims against the City or any of its boards, agents, employees or

officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations

are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

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

9.4.1 General Liability Insurance: $1,000,000.00 per occurrence, **$2,000,000.00** aggregate and **$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: $1,000,000.00 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess / Umbrella Liability:$1,000,000 each occurrence, **$1,000,000** aggregate

9.4.5 Professional Liability / Errors & Omissions Insurance:
$1,000,000.00 each wrongful act. **$1,000,000.00** aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be

endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

9.4.6 Abuse/Molestation Liability Insurance: $1,000,000.00 each Occurrence, **$1,000,000.00** Aggregate
(Applicable to Contractors working directly with Youth/Minors)

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

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

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

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT; COPELAND ANTI-KICKBACK ACT,* as supplemented in the Department of Labor Regulations (29

CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974,* as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of' each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby

incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances or the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right

to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or

functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior

to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks. copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

16. **Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. **Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. **Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. **Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. **Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment

amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned Procurement Waiver documents and **(ii)** the Consultant's proposal responding to the aforementioned Procurement Waiver documents**.**

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall he effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Area Cooperative Educational Services Corporation (ACES)
350 State Street
North Haven, CT 06473

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision;

approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

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

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

subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "The City of Waterbury Code of Ordinances *Revised 12/31/19"*. For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

32.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

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

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

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

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

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

CITY OF WATERBURY

By:_____

Paul K. Pernerewski, Jr., Mayor

Date:_____

WITNESSES:

Sign: Megan Graham

Print name: Megan Graham

Sign:_____

Print name: Grace Xie

AREA COOPERATIVE EDUCATIONAL SERVICES CORPORATION

By:_____

Its: Timothy Howes, Deputy Executive Director

Date: 11/08/2025

ATTACHMENT A

1. Sole Source documents (attached hereto)
2. Certificates of Insurance, incorporated by reference (attached hereto)
3. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
4. All Required Licenses (see attached Document)
5. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

   Federal regulations applicable to this contract include, without limitation, the following:

   1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200

   1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

   1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

   1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.

   1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

   1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

   1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.

   1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.

   1.9 Generally applicable federal environmental laws and regulations.

   1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

   1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.

   1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

   1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits

discrimination on the basis of age in programs or activities receiving federal financial assistance.

1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:

1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit http://www.lep.gov.

1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.

1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by

the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company=owned, rented or personally owned vehicles.

1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.

1.20 The Contractor shall protect all Whistleblowers as follows:

a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

c) The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Treasury employee responsible for contract or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

CORPORATE RESOLUTION

I, Dee Colson, hereby certify that I am the duly elected and acting Secretary of Area Cooperative Educational Services, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 12th day of May, 2022.

"It is hereby resolved that the Deputy Executive Director, Tim Howes is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Area Cooperative Educational Services corporation this 8th day of January, 2025.

Dee Colson

Secretary

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340
nalbini@waterbury-k12.ct.us

#8

EXECUTIVE SUMMARY

DATE: January 6, 2025

TO: Honorable Board of Education Commissioners

FROM: Nicholas J. Albini, Chief Operating Officer

SUBJECT: Amendment #1 to the Professional Services Agreement for Museum Tours and Education with the Mattatuck Historical Society

---

The Education Department respectfully requests your review and approval of Amendment #1 to the Professional Services Agreement for Museum Tours and Education with The Mattatuck Historical Society. The original agreement amount of not to exceed $53,340, funding source of Title IV and scope which provides annual educational tours of the Mattatuck Museum for elementary students remain unchanged. The agreement's effective date is October 7 2024. Unfortunately, the original contract time frame erroneously terminates the agreement on June 30, **2024** instead of June 30, **2025**. Amendment #1 changes the termination date to June 30, 2025.

We respectfully request your review and approval to move forward with Amendment #1 to the Professional Services Agreement for Museum Tours and Education with the Mattatuck Historical Society. Please feel free to contact me with any questions.

Thank you for your consideration.

cc: Linda Riddick-Barron, File

Amendment Number 1
to
Professional Services Agreement
for
Museum Tours and Education
between
The City of Waterbury, Connecticut
And
The Mattatuck Historical Society

DRAFT

THIS AMENDMENT #1, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and THE MATTATUCK HISTORICAL SOCIETY, (the "Consultant"), located at 144 West Main Street, Waterbury, Connecticut 06702, a State of Connecticut duly registered domestic 501(c)(3) not-for-profit company (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the City entered into an Agreement with Consultant effective on October 7, 2024, for in-person and virtual museum tours of Mattatuck Museum to Waterbury students (the "Agreement" or "Contract"); and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement to revise the language of Paragraph 5 to correct the date of termination;

NOW THEREFORE, Parties hereby agree and covenant to amend the Contract as follows:

1. Paragraph 5 shall be deleted and replaced with the following language:

5. Contract Time. The term of this Agreement shall commence upon execution by the Mayor and shall terminate on June 30, 2025.

2. All other terms, conditions and provisions of the Contract, including Paragraph 5.2 shall remain in full force and effect and binding upon the parties.

(Signatures next page)

IN WITNESS WHEREOF, the parties hereto executed this Amendment Number 1 on the dates indicated below.

WITNESSES:

_____

_____

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

_____

_____

MATTATUCK HISTORICAL SOCIETY

By:_____

Its _____

Date: _____

#9

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, January 9, 2025**
BOARD MEETING: **Thursday, January 16, 2025**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
K. Yamashita-Iverson	Maloney café Fri., Jan. 31st 5:00-7:30 pm (Japanese New Year for 5th graders and their families)
Silas Bronson Library M. Tierney	Kennedy gym: Tues., Jan. 7th 5-7:30 pm set-up library display Wilby gym: Wed., Jan. 15th 5-7:30 pm set0up library display (to display library to those attending basketball games)
V. Boucher	Wilby room 111: Saturdays 1/4 – 3/1/25 9am – 3pm (robotics building for March event)
E. Betjeman	WAMS College/Career resource room: 1/14/25 5-8pm Craft Night 1/21/25 5-8pm Book Club 2/11/25 5-8pm modern calligraphy 2/25/25 5-8pm journaling workshop 4/8/25 5-8pm book workshop 3/17/25 5-8pm Craft Night
N. French-Graham Boost Site Coordinator	International School: Sat., Jan. 25th 10am-3pm (Pop Up Pantry/ food distribution)
J. Tulley Band Director	Crosby aud.: Wed. & Thurs. Jan. 8th & 9th rehearsals during school and Thurs., Jan 9th 7pm-9pm (Winter Concert Performance)
A Lame Comm. Development	Chase café: Wed., Jan. 29th 4-7 pm public input meeting (re: 2025-2029 Five year consolidation plan)
T. Afable	Gilmartin café: Monday, January 27th 5:15 – 7:30pm (Family Fun STEAM night)
Bridge to Success N. French-Graham	International School gym: 1/14 – 3/25/25 6:45am – 8:35am (Kids Rise Up Program) International School gym: 1/13 – 3/28/25 3:45pm – 5:45pm (Life & leadership skills thru basketball)

N. Albini	West Side media center: Monday, January 13th 3:00-5:00 pm (Wtby. Public Schools Health & Wellness Advisory Counci)
E. Perez	Washington gym: Sat., Jan. 25th 8:30am – 11:00am (Morning Bingo) (snow date: 2/1/25)
M. Pogodzienski	West Side media center: Friday, Feb. 7th 3:15 – 6:00 pm (First id & CPR training for after school and administrative staff)

Book

SCHOOL PERSONNEL USE ONLY

DATE: 1/2/25

TO: SCHOOL BUSINESS OFFICE

FROM: Kazumi Yamashita-Iverson

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Maloney

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Friday, 1/31/2025

FROM: 5:00 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

We will have "Shinnenkai", the Japanese New Year celebration for 5th grades and their families.

Kazumi Yamashita-Iverson.
APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

DATE: January 2, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Silas Bronson Library

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: **KENNEDY**

☐ Auditorium X Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Tuesday, January 7, 2025

FROM: 5:00 pm TO: 7:30pm

FOR THE FOLLOWING PURPOSES:

Set up at the Holy Cross vs. Kennedy Boys' Basketball Game to promote the library.

Will need a 6 ft. rectangular table and 2 chairs set up

Michael Tierney
Librarian III

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Took

SCHOOL PERSONNEL USE ONLY

DATE: January 2, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Silas Bronson Library

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: **WILBY**

☐ Auditorium X Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Wednesday, January 15, 2025

FROM: 5:00 pm TO: 7:30pm

FOR THE FOLLOWING PURPOSES:

Set up at the Kennedy vs. Wilby Boys' Basketball Game to promote the library.

Will need a 6 ft. rectangular table and 2 chairs set up

Michael Tierney
Librarian III

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

DATE: JAN 2, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: VINCENT BOUCHER

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WILBY HIGH SCHOOL

ROOM 111

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: JAN 4, 11, 18, 25 - FEB 1, 8, 15, 22 - MARCH 1

FROM: 9:00 (am)/pm TO: 3:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

WILBY ROBOTICS BUILD FOR 2025 EVENT

J Boyd NMCB

APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Scanned ✓
Jan 2.

✓

Book

SCHOOL PERSONNEL USE ONLY

DATE: 12/19/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Eva Betjemann / WAMS

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms CCRC

DATES REQUESTED: Jan. 14, 2025

FROM: 5:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Winter Craft Night hosted by CCRC + PTSO.

Eva Betjemann
APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Work

SCHOOL PERSONNEL USE ONLY

DATE: 12/19/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Eva Bejemann

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms CCRC

DATES REQUESTED: 1/21/25

FROM: 5:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Book Club

Eva Bejemann
APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 12/19/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Eva Bettemann

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms CCRC

DATES REQUESTED: Feb. 11, 2025

FROM: 5:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Modern Calligraphy with card making workshop

Eva Bettemann
APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 12/19/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Eva Belgemann

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms CCRC

DATES REQUESTED: Feb. 25, 2025

FROM: 5:00 am/(pm) TO: 8:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Journaling Workshop

Eva Belgema

APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 12/19/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Eva Bejemann

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms CCRC

DATES REQUESTED: April 8, 2025

FROM: 5:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Art of the Book workshop

Eva Bejemann
APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 12/20/24

TO: SCHOOL BUSINESS OFFICE

FROM: Eva Bergemann

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms CCRC

DATES REQUESTED: Monday, March 17, 2025

FROM: 5:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Spring Craft Night sponsored by the CCRC for students + parents

Eva Bergemann
APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 12/20/24

TO: SCHOOL BUSINESS OFFICE

FROM: Nadia French-Graham
(Boost! Site Coordinator

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Roberto Clemente International Dual Language School

☐ Auditorium ■ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: January 25th, 2025

FROM: 10:00 AM am/pm TO: 3:00 PM am/pm

FOR THE FOLLOWING PURPOSES:

Pop-up Food Pantry to provide free food distribution, essential supplies, and community support services to families in need. The event will include the distribution of fresh produce, non-perishable items, and household essentials, as well as resources and information on available community services. This event aims to assist local families and individuals facing food insecurity, ensuring access to nutritious food and support in a welcoming and accessible environment.

APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 12/17/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Mr. Jordan Tulley
Band Director
Wallace Middle School

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Crosby High School

X Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED:
FROM: Wednesday, January 8th 2024 8:00a.m.
TO: Thursday, January 9th 2024 7:30p.m.

FOR THE FOLLOWING PURPOSES:

Wallace Middle School winter concert (on the evening of January 9th) and in-school rehearsals on Wednesday, January 8th and Thursday, January 9th

Jordan Tulley
APPLICANT

Please note the following provisions:

book

SCHOOL PERSONNEL USE ONLY

DATE: 12/30/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Office of Community Development

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Chase Elementary

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: January 29, 2025

FROM: 4:00 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

To hold a community needs hearing to receive public input on the 2025-2029 Five-Year Consolidated Plan.

City of Waterbury Community Development
APPLICANT
Albano Lome

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

1800k

SCHOOL PERSONNEL USE ONLY

DATE: Wednesday, December 18th 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Gilmartin Elementary School

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Gilmartin Elementary School

☑ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Monday, January 27th, 2024

FROM: 5:15 am/(pm) TO: 7:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

Family Fun STEAM night.

APPLICANT

Taylor McGaffic

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

DATE: 1/2/25

TO: SCHOOL BUSINESS OFFICE

FROM: Nadia French-Graham
Boost! Site Coordinator

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Roberto Clemente International Dual Language School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: January 14th-March 25th

FROM: 6:45AM am/pm TO: 8:35AM am/pm

FOR THE FOLLOWING PURPOSES:

Waterbury Bridge to Success/WPS in collaboration with Kids Rise Up/Built 4 Sucess have a fun-filled program designed to help students develop critical life skills such as communication, problem-solving, and teamwork through yoga, play, and engaging activities. Students will learn valuable tools to succeed in both academics and life.

APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

DATE: 1/2/25

TO: SCHOOL BUSINESS OFFICE

FROM: Nadia French-Graham
Boost! Site Coordinator

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Roberto Clemente International Dual Language School

☐ Auditorium ■ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: January 13th-March 31st 28

FROM: 3:45 PM am/pm TO: 5:45PM am/pm

FOR THE FOLLOWING PURPOSES:

Waterbury Bridge to Success/WPS in partnership with AI3 Leadership University, this program focuses on building life and leadership skills through basketball. Students will develop key qualities such as teamwork, discipline, and leadership, equipping them with tools to become future leaders in their communities.

APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

DATE: December 27, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Nicholas J. Albini, Chief Operating Officer

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: West Side Middle School Media Center

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Monday, January 13, 2025

FROM: 3:00 am/pm TO: 5:00 am/pm

FOR THE FOLLOWING PURPOSES:

Waterbury Public Schools Health & Wellness Advisory Council; No equipment or technology needed; no food. 15 to 20 people. Set up 8 tables in a square with 24 chairs (6 at each table).

APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

DATE: 1/3/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Eileen Perez

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Washington School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool

Café/Rooms/Library

DATES REQUESTED: Saturday, January 25, 2025

from 8:30 -11:00am (time includes set up and clean up) "Snow Day February 1st"

FOR THE FOLLOWING PURPOSES:

For morning bingo

Eileen Perez

APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

DATE: January 7, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Marcy Pogodzienski - 21st Century/ARP ESSER/SDE After School Programs

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: West Side Middle School - Media Center

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Friday, February 7, 2025

FROM: 3:15 PM am/pm TO: 6:00 PM am/pm

FOR THE FOLLOWING PURPOSES:

First Aid & CPR training for 21st Century/SDE after school teaching and administrative staff

Marcy Pogodzienski
APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

#10

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, January 9, 2025**
BOARD MEETING: **Thursday, January 16, 2025**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

GROUP	FACILITIES AND DATES/TIMES
One Church Leroy Parker	Rotella aud.: Sundays 9am – 12pm Jan. to June, 2025 (worship service)

REQUESTING WAIVERS:

Neighborhood Housing Services D. Coles	Reed café: Resident Leadership Training Feb. thru Sept. 3rd Saturday each month 10:00am-12:30pm	($1,176.)

GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:

MONEY COLLECTED TO DATE: **$ 26,629.00**

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Leroy G. Parker NAME OF ORGANIZATION One Church

ADDRESS P.O. Box 2309 Shelton CT 06484 TELEPHONE # 334-322-2695
(street) (city) (state) (zip code)

SCHOOL REQUESTED Botella DATES Sundays ROOM(S) Auditorium

OPENING TIME 9:00am CLOSING TIME 12:00 pm PURPOSE Worship Service

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 60 CHILDREN 10

SIGNATURE OFAPPLICANT Leroy Parker DATE 1-6-25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Leroy Parker, Mistee Parker 51a Church Street Shelton, CT 06484 334-322-2695

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. L.P. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR. SERVICE per cust.

RENTAL FEES:_____

MISCELLANEOUS FEES:_____

SECURITY DEPOSIT $ 250.- INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

January - June

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE_____ _____
SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Demetre Coles NAME OF ORGANIZATION NEST

ADDRESS 193 Grand St 3rd fl Waterbury CT 06704 TELEPHONE # 475-309-0282
(street) (city) (state) (zip code)

SCHOOL REQUESTED Reed DATES see attached ROOM(S) Cafeteria

OPENING TIME 10 am CLOSING TIME 12:30 PM PURPOSE Resident Leadership Training

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 12-15 CHILDREN N/A

SIGNATURE OFAPPLICANT DC DATE 12/19/24

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: *
Demetre Coles 193 Grand St 3rd Floor Waterbury, CT 06702

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. DC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE (1) ($1,176.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE / YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN. NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: NEST / Demetre Coles

Please check below specific item(s):

Building Usage Fees ☑ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Reed School Cafeteria

DATE(S): 2/15/25	TIMES: 10am - 12:30 PM
DATE(S): 3/15/25	TIMES: 10 am - 12:30 PM
DATE(S): 4/19/25	TIMES: 10 am - 12:30 PM
DATE(S): 5/17/25	TIMES: 10 am - 12:30 PM
DATE(S): 6/28/25	TIMES: 10am - 12:30 PM
DATE(S): 7/19/25	TIMES: 10 am - 12:30 PM
8/16/25, 9/6/25	

12/19/24
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

Building Usage Fees	Custodial Fees	Security Deposit
$	$ 1,176.-	$

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____.

ATTEST: _____
Clerk, Board of Education



COMMUNICATIONS



December 18, 2024 through
January 7, 2025

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

December 10, 2024

Susan Maxwell
44 Center St., Apt. 9E
Waterbury, CT 06702

Dear Ms. Maxwell:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240723) at $17.48 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, January 2, 2025 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be January 3, 2025 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Linda Franzese, Food Serv. Director
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

December 11, 2024

Soenis Lajara
42 E. Liberty St., Apt. 3E
Waterbury, CT 06706

Dear Ms. Laraja:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240847) at $17.48 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, December 19, 2024 at 9:15 a.m. at the Board of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 20, 2024 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Linda Franzese, Food Service Director
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

December 12, 2024

Genise O'Brien
76 Dorchester Ave.
Waterbury, CT 06704

Dear Ms. O'Brien:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240726) at $17.48 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, January 2, 2025 at 9:15 a.m. at the Board of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be January 3, 2025 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Linda Franzese, Food Service Director
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

December 13, 2024

Mohamed Khan
79 Edgewood Ave.
Waterbury, CT 06706

Dear Mr. Khan:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Carpenter (Req. #20250087) at $25.09 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, December 19, 2024 at 9:00 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 20, 2024 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Darren Schwartz, Interim Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources

Office of the Civil Service Commission

December 27, 2024

Ronald Turkvan
33 N. Beacon Street
Waterbury, CT 06704

Dear Mr. Turkvan:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer II (Req. #20250233) at $20.91 per hour. Please contact Michael Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 2, 2025 at 9:30 am at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. This portion of the orientation will be on the CHRO Sexual Harassment video. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be January 3, 2025 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/kw
cc Board of Education
Dr. Darrin Schwartz, Interim Superintendent of Schools
Michal Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

December 18, 2024

Michael Vega
28 Beebe St.
Naugatuck, CT 06770

Dear Mr. Vega:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20250370) at $17.90 per hour. Please contact Mike Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 2, 2025 at 9:00 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be January 3, 2025 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Darren Schwartz, Interim Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

December 18, 2024

Christopher Robinson, Jr.
101-4 Stonefield Dr.
Waterbury, CT 06705

Dear Mr. Robinson, Jr.:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20250367) at $17.90 per hour. Please contact Mike Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 2, 2025 at 9:00 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be January 3, 2025 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Darren Schwartz, Interim Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

December 20, 2024

Alex Caruso
40 Marsh Hill Rd.
Naugatuck, CT 06770

Dear Mr. Caruso:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20250290) at $17.90 per hour. Please contact Mike Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 16, 2025 at 9:00 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be January 17, 2025 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Darren Schwartz, Interim Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

December 20, 2024

Edwin Muniz Garcia
17 Mill Plain Ave.
Waterbury, CT 06705

Dear Mr. Muniz Garcia:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20250351) at $17.90 per hour. Please contact Mike Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 2, 2025 at 9:00 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be January 3, 2025 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Darren Schwartz, Interim Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

December 24, 2024

Aura Gil-Gil
419 Bucks Hill Road
Waterbury, CT 0670

Dear Ms. Gil-Gil:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240848) at $17.48 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, January 16, 2025 at 9:15 a.m. at the Board of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be January 17, 2025 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

NW/kw
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Linda Franzese, Food Service Director
file

OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: December 27, 2024

To: Mayor Paul K. Pernerewski, Jr.
Michael DiGiovancarlo, President, Board of Aldermen
Members, Board of Aldermen
Members, Financial Audit & Review Commission

From: Michael LeBlanc, Director of Finance MJL

Subject: **Financial Audit Reports for the Fiscal Year Ended June 30, 2024**

The enclosed reports have been issued in conjunction with the completion of the City's financial statement audit for the fiscal year ending June 30, 2024:

- **Annual Comprehensive Financial Report (ACFR)**
- **State Single Audit Report**
- **Federal Single Audit Report**
- **Audit Communication Letter**

The Independent Auditor has issued an unqualified opinion on the City's 2024 Annual Comprehensive Annual Financial Report (ACFR) representing that in their opinion, "The financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Waterbury, Connecticut, as of June 30, 2024".

The City's prior year 2023 ACFR was awarded the "Certificate of Achievement for Excellence in Financial Reporting" (certificate included on page xix of this year's 2024 ACFR) representing receipt of the certification for the seventeenth consecutive year. The Certificate of Achievement is the highest form of recognition provided for in the area of governmental accounting and financial reporting. Its attainment represents a significant accomplishment by the City's Department of Finance.

The City's current 2024 ACFR has been submitted to the national Government Financial Officer's Association (GFOA) for certification.

The enclosed reports have been timely filed with the State's Office of Policy and Management and the State Department of Education.

The following general overview is provided for each of the issued reports:

2024 – ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

CAFR Report Sections:

- The Transmittal Letter *(Pages iii to xviii)* provides a comprehensive current overview of the City "The Reporting Entity" on topics pertaining to economic development, financial policies & initiatives and debt management.
- Independent Auditors' Report – Unqualified "Clean" Opinion issued on the City's 2024 Comprehensive Annual Financial Report *(Pages 1-4).*
- Management's Discussion & Analysis *(Pages 5-19).* Provides detailed financial analysis of the City's financial activities reported on a government-wide full accrual basis of accounting along with summary financial analysis on the City's governmental and proprietary funds.
- Basic Financial Statements begin on Page 21.
    - Government-Wide Financials (Pages 21 & 22)
    - Governmental Fund Financials (Pages 23 to 26)
    - Proprietary Funds: Water, Utility Administration & WPC Enterprise Financials and the City's combined Self-Insured Internal Service Fund Financials (Pages 27, 28 & 29)
    - Pension Fiduciary Trust Fund Financials (Pages 30 & 31)
- The Notes to the Financial Statements begin on Page 32.
- Required Supplementary Information schedules for the General Fund, Pension Fund/Pension Liabilities and OPEB Liabilities begin on Page 88.
- Combining & Individual Fund Statements and Schedules begin on Page 100.
- Supplementary Data – Schedule of Changes in Bonds & Serial Notes, Page 114.
- Statistical Section Information schedules reporting on financial trends, revenue capacity, debt capacity, demographic and economic information and operating information begins on Page 116.

The City's General Fund - Financial Analysis Overview:

- As of June 30, 2024, the City's General Fund reported a total fund balance of $29.4 million representing an increase of $2.2 million over the prior year's fund balance. The General Fund unassigned component of fund balance is $26.4 million with $3 million assigned to the fiscal year 2025 Budget. The $29.4 million total fund balance reserve represents 6.6% of the City's FY2025 appropriations budget of $446.7 million.
- The General Fund's budgetary results of operations are reported in the General Fund Budget & Actual Schedules RSI-1 & RSI-2 (Pages 88-91). Revenues were $4.7 million more than the budgeted amount of $437.8 million. Actual expenditures were $4.3 million less than appropriated amounts providing for a net budgetary based surplus of $9.0 million. The net budgetary surplus of $9.0 million avoided any drawdown of the prior year's $3.0 million designation of fund balance, provided for $3.8 million in year-end budgetary surplus transfers to fund various capital purchases and program reserves and provided for a $2.2 million increase in the General Fund balance "rainy day fund" reserve. The $3,825,000 in fiscal-year end transfers were approved by the Board of Aldermen on September 23, 2024.
- The City has again designated $3.0 million of fund balance towards the current FY2025 Budget to reduce the revenue requirement to be raised from property taxes.

2024 - STATE SINGLE AUDIT REPORT

- The Independent Auditor has issued an opinion that the City of Waterbury, complied, in all material respects, with the compliance requirements described in the Office of Policy and Management Compliance Supplement that were applicable to each of the City's major programs subject to compliance testing requirements as part of the FY2024 Audit.
- No findings or questioned costs are reported related to tested State awards.
- The Schedule of Expenditures of State Financial Assistance reports that the City received/expended $280.9 million in State assistance for the fiscal year ending June 30, 2024. That amount represents a combination of State revenues recorded in the City's General Fund as well as State grants and reimbursements recorded in the City's special revenue programs and school construction capital projects. Education assistance totaled $196.7 million or 70.0% of total State assistance.

2024- FEDERAL SINGLE AUDIT REPORT

- The Independent Auditor has issued an opinion that the City of Waterbury, complied, in all material respects, with the compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement that were applicable to each of the City's major programs subject to compliance testing requirements as part of the FY2024 Audit.
- No findings or questioned costs are reported related to tested Federal awards.
- The Schedule of Expenditures of Federal Financial Assistance reports that the City received/expended $148.5 million in Federal assistance for the fiscal year ending June 30, 2024. That amount represents a combination of Federal program grants and reimbursements that are for the most part recorded in the City's special revenue program funds. COVID-19 ARPA-ESSER assistance expended totaled $54.1 million and COVID-19 APRA-State & Local Fiscal Recovery Funding assistance expended totaled $38.2 million.

2024 - Report on Internal Control over Financial Reporting
(Included within both State & Federal Single Audit Reports)

- The Report on Internal Control over Financial Reporting letter can be found in both the State and Federal Single Audit Reports.
- The Independent Auditor did not identify any reportable deficiencies in the City's internal controls over financial reporting. Additionally, the Independent Auditor did not identify any instances of noncompliance or other matters that would be required to be reported under *Governmental Auditing Standards.*
- A separate management letter has not been issued.

2024 - Audit Communication Letter

- Professional standards require the Independent Auditor to provide the City with various written communications regarding information about the audit process and the Auditor's related responsibilities.

Please feel free to contact me at mleblanc@waterburyct.org or at (203) 574-6840 should you have any questions or would like to further discuss.

CliftonLarsonAllen LLP
CLAconnect.com

Honorable Mayor and Board of Aldermen
City of Waterbury, Connecticut

We have audited the financial statements of the governmental activities, the business-type activities, the each major fund, and the aggregate remaining fund information of the City of Waterbury, Connecticut as of and for the year ended June 30, 2024, and have issued our report thereon dated December 2, 2024. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the Connecticut State Single Audit Act (State Single Audit), as well as certain information related to the planned scope and timing of our audit in our planning communication dated June 3, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings or issues

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Waterbury, Connecticut are described in Note 1 to the financial statements.

No new accounting policies were adopted and the application of existing policies was not changed during 2024.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Management's estimate of the net pension liability is based on an actuarial valuation utilizing various assumptions and estimates approved by management.
- Management's estimate of the total other postemployment benefit (OPEB) liability is based on an actuarial valuation utilizing various assumptions and estimates approved by management.
- Management's estimate of the useful lives of governmental activities and business-type activities capital assets, which are used in computing depreciation in the government-wide and proprietary fund financial statements.

See CLAglobal.com/disclaimer.

- Management's estimate of the allowance for doubtful accounts related to taxes and related interest receivable, sewer use billings receivable, and water billings receivable is based on certain historical data and currently known information.

- Management's estimate of the allowance for loss contingencies is based on information provided by legal counsel.

- Management's estimate of the pollution remediation liability is based on currently known information regarding clean-up responsibility and potential grants and other sources of funds to help in the remediation.

- Management's estimate of incurred but not reported medical claims, heart and hypertension claims, and workers' compensation claims are based on information provided by third-party representation.

- Management's estimate of investments measured at fair value not based on market prices, or with permanent impairments, such as derivative instruments, are based on information provided by the investments' custodians.

- Management's estimate of the lease receivable and lease deferred inflows, lease asset and liability, and subscription-based information technology arrangements (SBITA) asset and liability, are based on calculations from a third-party using contracts and information provided by the City.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.The financial statement disclosures are neutral, consistent, and clear.

Significant unusual transactions

We identified no significant unusual transactions.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management did not identify and we did not notify them of any uncorrected financial statement misstatements.

Corrected misstatements

None of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with management

For purposes of this communication, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Circumstances that affect the form and content of the auditors' report

As previously communicated to you, the report was modified to include an emphasis of matter paragraph to highlight a change in allocation method of the Net Pension and Total OPEB liabilities to the Business-Type Activities as well as the Bureau of Water and Water Pollution Control Enterprise Funds.

Management representations

We have requested certain representations from management that are included in the management representation letter dated December 2, 2024.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Required supplementary information

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

Supplementary information in relation to the financial statements as a whole

With respect to the schedule of expenditures of federal awards (SEFA) and schedule of expenditures of state financial assistance (SESFA) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the SEFA and the SESFA to determine that the

SEFA and the SESFA comply with the requirements of the Uniform Guidance and the State Single Audit, respectively, the method of preparing it has not changed from the prior period or the reasons for such changes, and the SEFA and the SESFA are appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the SEFA and the SESFA to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated December 2, 2024.

With respect to the combining and individual fund statements and schedules (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated December 2, 2024.

The introductory and statistical sections accompanying the financial statements, which is the responsibility of management, was prepared for purposes of additional analysis and is not a required part of the financial statements. Such information was not subjected to the auditing procedures applied in the audit of the financial statements, and, accordingly, we did not express an opinion or provide any assurance on it.

Other information included in annual reports

Other information (financial or nonfinancial information other than the financial statements and our auditors' report thereon) is being included in your annual report and is comprised of the Annual Comprehensive Financial Report, including the introductory and statistical sections. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information included in your annual report and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report. Our auditors' report on the financial statements includes a separate section, "Other Information," which states we do not express an opinion or any form of assurance on the other information included in the annual report. We did not identify any material inconsistencies between the other information and the audited financial statements.

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document. You are responsible to provide us the opportunity to review such documents before issuance.

* * *

This communication is intended solely for the information and use of the Honorable Mayor, Board of Aldermen, and management of the City of Waterbury, Connecticut and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

West Hartford, Connecticut
December 2, 2024

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

December 30, 2024

Tremayne Gladding
68 Roundtree Drive
Naugatuck, CT 06770

Dear Mr. Gladding:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20250352) at $17.90 per hour. Please contact Mike Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be January 9, 2025 at your regular scheduled time.

We have scheduled your orientation for Thursday, January 16, 2025 at 9:15 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/kw
cc Board of Education
Darren Schwartz, Interim Supt. of Schools
Mike Konopka, School Inspector
file

WATERBURY
PUBLIC SCHOOLS

Doreen Biolo
Chief Financial Officer
Office (203) 574-8280
dbiolo@waterbury.k12.ct.us

MEMORANDUM

DATE: January 6, 2025

TO: Board of Education Commissioners

FROM: Doreen A. Biolo, Chief Financial Officer

SUBJECT: 2023 – 2024 Financial Audit Reports

Please find attached the City's Comprehensive Annual Financial Report, and State and Federal Single Audit Reports for 2023-2024.

Once again, there are no findings or questioned costs in the State and Federal Grant Reports. I would like to commend School Business Office Staff, Special Education and Consolidated Grants Staff for their diligence and achievement.

Attachments

c: Dr. Darren M. Schwartz, Interim Superintendent of Schools
Nicholas J. Albini, Chief Operating Officer
Linda Riddick-Barron, Supervisor of Grants
Wendy Johns, Director of Pupil Services
File