

AGREEMENT
The City of Waterbury, Connecticut
and
The Center for Early Childhood Education at NVCC
for
Sub-Grantee Services under the School Readiness Program

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall Building, 235 Grand Street, Waterbury, Connecticut, 06702 and THE CENTER FOR EARLY CHILDHOOD EDUCATION at NVCC (the "Contractor" or "Sub-Grantee", a duly registered State of Connecticut corporation, located at 750 Chase Parkway, Waterbury, CT 06708. (Jointly referred to as the "Parties" to this Agreement).

WHEREAS, the City applied to the Connecticut State Office of Early Childhood School Readiness Grant Program ("Grant"), for funding for Grant Year July 1, 2024 through June 30, 2025; and

WHEREAS, the City was awarded funding for Grant Year July 1, 2024 through June 30, 2025 (Grant Number 11000-16274-2025-83014-170002); and

WHEREAS, the Contractor was evaluated and chosen to provide a certain number of program slots as a Sub-Grantee under the Grant; and

WHEREAS, the City desires to obtain the Sub-Grantee's services pursuant to the terms, conditions and provisions set forth in this Agreement and the School Readiness Grant Program (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Sub-Grantee, 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 in conjunction with its the School Readiness Council. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., shall comply with all provisions of the School Readiness Grant, any and all applicable local, state and federal laws, statutes, ordinances and regulations, and generally accepted professional standards, the general policies for state funded programs, the State Department of Education policies, and City of Waterbury and School Readiness Council Policies.

1.1 The Project consists of Sub-Grantee School Readiness Services, as detailed and described in the documents listed in **Attachment A** which are hereby made material provisions of the Agreement. **Attachment A** shall consist of the following, which are

attached hereto and/or are acknowledged by the Sub-Grantee as having been received, and are incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 The School Readiness Grant (Grant Number 11000-16274-2025-83014-170002), consisting of 26 pages, incorporated herein by reference;
- 1.1.2 Scope of Services, consisting of 1 page, attached hereto;
- 1.1.3 Certificates of Insurance, incorporated herein by reference;
- 1.1.4 Licenses, incorporated herein by reference;
- 1.1.5 All applicable Federal, State, and local statutes, regulations charter and Ordinances, incorporated herein 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 Sub-Grantee. 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 All applicable Federal, State and local statutes, regulations, charter and Ordinances
- 1.2.2 School Readiness Grant
- 1.2.3 Scope of Services
- 1.2.4 This Agreement

2. Sub-Grantee Representations Regarding Qualification and Accreditation. The Sub-Grantee represents that, to the extent required by law, it is licensed to perform the scope of work set forth in this Agreement, and is licensed by the State of Connecticut Office of Early Childhood, Division of Licensing, unless exempt, and either accredited by the National Association of Education for Young Children (NAEYC) (or will complete the accreditation process within three (3) years of receipt of school readiness funding), or approved by Head Start as applicable. The Sub-Grantee must meet Connecticut's Standards for Preschool and Readiness Programs. The Sub-Grantee 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 Agreement, including any supplementary work and the City relies upon these.

2.1 Representations Regarding Personnel. The Sub-Grantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. 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 Sub-Grantee 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 Sub-Grantee hereby represents that, to the extent required by federal, state and local statutes, regulations, codes, ordinances, and policies, that the Sub-Grantee and/or its employees be licensed, certified, registered, or otherwise qualified, the Sub-Grantee and all employees providing services under this Agreement, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Sub-Grantee shall provide to the City a copy of the Sub-Grantee's licenses, certifications, registrations, etc.

2.3 Criminal Background Check and DCF Registry Check. Contractor represents and warrants that it, and its employees who may be assigned to perform the Scope of Services set forth in this Agreement, have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending; that each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities; that the Contractor and its employees have submitted to a Connecticut Department of Children and Families ("DCF") registry check and represents that there are no pending actions with the DCF and are not listed on the child abuse and neglect registry. The City and School Readiness Office shall rely upon these representations

2.3.1 The Sub-Grantee agrees that it shall not provide services under this Agreement by an employee or independent contractor who has not had the DCF Registry and state and federal criminal history records check.

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

3.1 Confidentiality/FERPA. The Sub-Grantee shall strictly adhere to all state and federal statutes, laws, rules, policies, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.1.1 Any and all materials contained in each child's files as entrusted to the Sub-Grantee or gathered by the Sub-Grantee in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by the Sub-Grantee shall be used solely for the

purposes of providing services under this Agreement. The School Readiness Liaison shall have full access to all Student files.

3.1.2 The Sub-Grantee acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The Sub-Grantee shall comply with the requirements of said statute and regulations, and agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, the Sub-Grantee has no authority to make disclosures of any information from education records.

3.2 Student Data Requirements.

3.2.1 All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Sub-Grantee.

3.2.2 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Sub-Grantee except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Sub-Grantee. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Sub-Grantee within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Sub-Grantee that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

3.2.3 The Sub-Grantee shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.2.4 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Sub-Grantee receives a request to review Student Data in the Sub-Grantee's possession directly from a student, parent, or guardian, the Sub-Grantee agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Sub-Grantee agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Sub-

Grantee, and correct any erroneous information therein.

3.2.5 The Sub-Grantee shall take actions designed to ensure the security and confidentiality of student data.

3.2.6 The Sub-Grantee will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

Upon discovery by the Sub-Grantee of a breach of Student Data, the Sub-Grantee shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

3.2.7 Student Data shall not be retained or available to the Sub-Grantee upon expiration of the Agreement between the Sub-Grantee and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Sub-Grantee after the expiration of such Agreement for the purpose of storing student-generated content.

3.2.8 The Sub-Grantee and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

3.2.9 The Sub-Grantee acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

3.2.10 The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

3.3 Use of City Property. To the extent the Sub-Grantee is required to be on City property to render its services hereunder, the Sub-Grantee shall have access to such areas of City property as the City and the Sub-Grantee agree are necessary for the performance of the Sub-Grantee's services under this Agreement (the "Site" or the "Premises") and at such times as the City and the Sub-Grantee may mutually agree. Sub-Grantee 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. Sub-Grantee 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 the 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 Sub-Grantee, the City may, but shall not be required to, correct same at Sub-Grantee's expense. The City shall confirm in writing any oral notice given within five (5) days thereafter.

3.4 Working Hours. To the extent the Sub-Grantee is required to be on City property to render its services hereunder, the Sub-Grantee 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 Sub-Grantee, unless written permission is obtained from the City to work during other times. This condition shall not excuse Sub-Grantee from timely performance under the Contract. The work schedule must be agreed upon by the City and the Sub-Grantee.

3.5 Publicity. Sub-Grantee agrees not to deliberately disclose the fact that the City has entered into or terminated this Agreement or disclose any of the terms of the Agreement 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.

3.6 Sub-Grantee's Employees. The Sub-Grantee 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.

3.7.1 Due Diligence Obligation. The Sub-Grantee 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 Sub-Grantee hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed the School Readiness Grant 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 Agreement and thereby warrants that:

3.7.2 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 Sub-Grantee to complete Due Diligence prior to submission of its proposal shall be borne by the Sub-Grantee. Furthermore the Sub-Grantee had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.3 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;

3.7.4 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;

- 3.7.5 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 Sub-Grantee 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 Sub-Grantee shall deliver upon request and as required by the School Readiness Grant, written reports that include but are not limited to, Quarterly Financial Reports, Site Data Sub-Grantee Reports, substantiating documents and invoices to the City's Using Agency, City of Waterbury Department of Education, setting forth (i) the date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Sub-Grantee and/or delivered by the Sub-Grantee during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of this contract's Section 5 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, and (vi) any and all additional useful and/or relevant information. Each report shall be signed by the Sub-Grantee's president or authorized signatory.

- 3.8.1 NOTE, the Sub-Grantee's failure to deliver any report required herein shall be deemed a material breach of this contract, the City hereby reserves the right to exercise all available legal remedy(ies) to address said breach.

3.9 Compliance with COVID-19 Policies and Orders. The Sub-Grantee agrees to comply with all applicable Federal, State and City policies, orders, laws, and regulations in regard to COVID-19, including but not limited to State of Connecticut Executive Order No. 13G and shall provide the District with the appropriate documentation and attestations.

4. Contract Time. The Sub-Grantee shall provide School Readiness Services to children as identified by the Grant commencing on July 1, 2024 and terminating on June 30, 2025, and within available State appropriations.

- 4.1 Time is and shall be of the essence for all Project milestones and completion dates for the Project. The Sub-Grantee 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.

5. Compensation. The City shall compensate the Sub-Grantee for satisfactory provision of all of the goods and services set forth in this Agreement for the approved number and type of slots for said Sub-Grantee as follows in this Section 5.

5.1 Fee Schedule. The fee payable to the Sub-Grantee shall not exceed the total amount of the Grant award for the Sub-Grantee per Grant Year, less any intercept funds withheld from the State of Connecticut, CHEFA for the term of this Agreement. The fee payable to the Sub-Grantee for the 2024-2025 School Grant year is contingent upon available funding and a satisfactory annual evaluation. The basis of payment for 20 Full Day/Full Year and 2 Part Day/Part Year slots is as follows:

5.1.1 The Sub-Grantee shall be compensated in the maximum amount of Two Hundred Forty-Four Thousand Nine Hundred Thirty-Five Dollars (\$244,935.00) over a period of 52 weeks, funding including Priority Funding, COLA, and PPP.

5.2 The Sub-Grantee agrees that at any time during this contract the number of slots allotted to them may be reduced, increased, or modified. As a result of said modification, reduction, or increase the compensation to the Sub-Grantee shall be reduced or increased accordingly.

5.3 Limitation of Payment. Compensation payable to the Sub-Grantee is limited to those fees set forth in Section 5.1.1 above. Such compensation shall be paid by the City upon review and approval of the Sub-Grantee's invoices for payment and review of the work, services, deliverables, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Sub-Grantee'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.

5.3.1 The Sub-Grantee 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 Sub-Grantee in an amount equaling the sum or sums of money Sub-Grantee and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Sub-Grantee's and/or its affiliate's real and personal tax obligations to the City.

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

5.5 Proposal Costs. All costs of the Sub-Grantee in preparing its proposal for this contract shall be solely borne by the Sub-Grantee and are not included in the compensation to be paid by the City to the Sub-Grantee under this Agreement or any other Agreement.

5.6 Payment for Services, Materials, Employees. The Sub-Grantee shall be fully and solely responsible for the suitability, and compliance with the Agreement, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Agreement. The Sub-Grantee 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 Sub-Grantee shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6. 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 Sub-Grantee for that item. Sub-Grantee 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.

7. Indemnification

7.1 The Sub-Grantee shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education, commissions, agents, officials and employees 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, deliverables, incidentals, caused in whole or in part by any willful or negligent act or omission of the Sub-Grantee, its employees, any subcontractor, 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.

7.2 In any and all claims against the City or any of its boards, agents, employees or officers by the Sub-Grantee or any employee of the Sub-Grantee, 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 7.1, 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 Sub-Grantee or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

7.3 The Sub-Grantee understands and agrees that any insurance required by this Agreement, or otherwise provided by the Sub-Grantee, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Agreement.

8. Claims against the State. The City of Waterbury agrees that the sole and exclusive means for presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes.

9. Sub-Grantee's Insurance. The Sub-Grantee shall not commence work under this Agreement until all insurance required under this Section 9 has been obtained by the Sub-Grantee and such insurance has been approved by the City. The Sub-Grantee 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.

9.1 At no additional cost to the City, the Sub-Grantee 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 Sub-Grantee's obligation under this Agreement, whether such obligations are the Sub-Grantee's or subcontractor or person or entity directly or indirectly employed by said Sub-Grantee or subcontractor, or by any person or entity for whose acts said Sub-Grantee or subcontractor may be liable.

9.2 The Sub-Grantee's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under the Sub-Grantee'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. 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 Agreement 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.

9.3 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 Sub-Grantee:

9.3.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$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.

9.3.2 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..

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

EL Each Accident **\$1,00,000.00**

EL Disease Each Employee **\$1,00,000.00**

EL Disease Policy Limit **\$1,00,000.00**

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

9.3.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

9.3.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

9.3.6 Abuse Molestation Liability Insurance:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate.

(Applicable to Contractors/Consultants working directly with Youth/Minors)

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

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

9.6 Certificates of Insurance: At the time the Sub-Grantee executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and its Board of Education (if applicable) are listed as additional insured as their interests may appear". The City's request for proposal number must be shown on the certificate of insurance. The Sub-Grantee must supply replacement/renewal certificates at least 30 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.

9.7 Upon request the Sub-Grantee shall deliver to the City a copy of the Sub-Grantee's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Agreement, the Sub-Grantee represents and warrants that, at all pertinent and relevant times to the Agreement, 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 Sub-Grantee 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); and the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1 Permits, Laws, Taxes and Regulations. Permits and licenses necessary for the delivery and completion of the Sub-Grantee's work and services shall be secured in advance and paid by the Sub-Grantee. The Sub-Grantee 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 Sub-Grantee for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Sub-Grantee remains liable, however, for any applicable tax obligations it incurs. Moreover, the Sub-Grantee represents that the proposal and pricing contained in this Agreement do not include the amount payable for said taxes.

10.3 Labor and Wages. The Sub-Grantee 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 Sub-Grantee 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 Agreement.

11. Discriminatory Practices. In performing this Agreement, the Sub-Grantee 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 Agreement. 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 Agreement 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 Agreement, the Sub-Grantee 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 Sub-Grantee 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. Termination.

12.1 Termination of Agreement for Cause. If, through any cause, in part or in full, not the fault of the Sub-Grantee, the Sub-Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Sub-Grantee shall violate any of the covenants, Agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Sub-Grantee under this Agreement shall, at the option of the City, become the City's property, and the Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

12.1.1 Notwithstanding the above, the Sub-Grantee shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Sub-Grantee, and the City may withhold any payments to the Sub-Grantee for the purpose of setoff until

such time as the exact amount of damages due the City from the Sub-Grantee is determined.

12.2 Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City to the Sub-Grantee. If this Agreement is terminated by the City as provided herein, the Sub-Grantee 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 Sub-Grantee covered by this Agreement, less payments of compensation previously made.

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

12.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City of Waterbury shall have the right to terminate this Agreement 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 Sub-Grantee.

12.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Sub-Grantee for the agreed to level of the products, services and functions to be provided by the Sub-Grantee under this Agreement are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Sub-Grantee, 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 Agreement 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 Agreement.

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

12.4 Rights upon Cancellation or Termination.

12.4.1 Termination for Cause. In the event the City terminates this Agreement, for cause, the Sub-Grantee 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. With regard to third party products, the Sub-Grantee shall transfer all licenses to the City which the Sub-Grantee is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Sub-Grantee for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Sub-Grantee 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.

12.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee may negotiate a mutually acceptable payment to the Sub-Grantee for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Agreement pertaining to Changes in the Work.

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

12.4.4 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Agreement, including but not limited to any contracts and may further pursue completion of the work under this Agreement by replacement contract or otherwise as the City may in its sole judgment deem expedient.

12.5 Delivery of Documents. In the event of termination, (i) the Sub-Grantee 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 Sub-Grantee 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).

12.6 Ownership of Instruments of Professional Services. The City acknowledges the Sub-Grantee's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Agreement, 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 Agreement 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.

13. 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:

13.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

13.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

13.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

13.4. strikes and labor disputes; and

13.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

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

14. Subcontracting. Except as required by the Connecticut Office of Early Childhood, Division of Licensing, the Sub-Grantee shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Sub-Grantee's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Sub-Grantee 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 Sub-Grantee from its requirement that all

work and services provided or required hereunder shall comply with all federal, state and local, laws, regulations and ordinances.

14.1 The Sub-Grantee shall be as fully responsible to the City for the acts and omissions of the Sub-Grantee'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 Sub-Grantee.

15. Assignability. The Sub-Grantee shall not assign any interest in this Agreement, 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 Sub-Grantee from the City under this Agreement 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.

16. Audit. The Sub-Grantee shall comply with all Audit requirements as set forth in the School Readiness Grant. The City reserves the right to audit the Sub-Grantee's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this School Readiness. In the event the City elects to make such an audit, the Sub-Grantee shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and canceled checks.

17. Interest of Sub-Grantee. The Sub-Grantee 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 Sub-Grantee further covenants that in the performance of this Agreement no person having any such interest shall be employed.

18. Entire Agreement. This Agreement 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 Agreement must be in writing and agreed to and executed by the City and the Sub-Grantee.

19. Independent Contractor Relationship. Except with regard to the Waterbury Public Schools as Sub-Grantee, the relationship between the City and the Sub-Grantee is that of client and independent contractor. No agent, employee, or servant of the Sub-Grantee shall be deemed to be an employee, agent or servant of the City. The Sub-Grantee shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement. It is the express intention of the parties hereto, and the Sub-Grantee hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Sub-Grantee 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 Sub-Grantee or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Sub-Grantee 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 Sub-Grantee shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

20. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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 Agreement shall be enforced as if this Agreement 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 Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

22. Conflicts or Disputes. This Agreement represents the full and complete concurrence between the City and the Sub-Grantee and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Agreement, 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 (a) the City's aforementioned RFP and (b) the Sub-Grantee's proposal responding to the aforementioned RFP are hereby fully incorporated by the foregoing reference.

22.1 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.

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

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

24. Binding Agreement. The City and the Sub-Grantee each bind themselves, and their successors, assigns and legal representatives and inure to the benefit of the parties hereto, to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

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

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

27. Notice. Except as otherwise specifically prohibited in this Agreement, whenever under this Agreement 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 Sub-Grantee, 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:

Sub-Grantee: The Center for Early Childhood Education at NVCC
750 Chase Parkway
Waterbury, CT 06708

City: City of Waterbury
Department of Education
236 Grand Street, 1st Floor
Waterbury, CT 06702
Attn.: School Readiness Liason

with a copy to:

City of Waterbury
Office of Early Childhood
30-B Church Street
Waterbury, CT 06702
Attn.: School Readiness Liaison

28. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person/ Contractor/ Sub-Grantee (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 or not they are expressly stated in this Contract, including but not limited to the following:

28.1. 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.

28.2. 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.

28.3. 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.

28.4. 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.

28.5. Upon a showing that a subcontractor made a kickback to the City, a prime Consultant 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.

28.6. 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 28.6, 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 28.6 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.

28.7. 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 owed 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 28.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

28.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 28.1-28.7.

28.9. The Consultant 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.

28.10. The Consultant 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 "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"]

28.11. The Consultant 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.

28.12. 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.

28.13. 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.

28.14. PROHIBITION AGAINST CONTINGENCY FEES. The Consultant 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.

28.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 5 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant 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.

(Signatures next page)

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

WITNESSES:

CITY OF WATERBURY

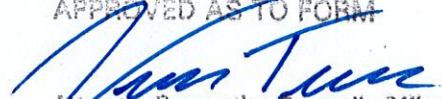
Sign: 
Print name: Alexander DeGrolano

By: 
Paul K. Pernerevski, Jr., Mayor

Sign: 
Print name: Kayrin Veliz


Date: 12/20/2024

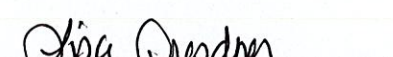
APPROVED AS TO FORM

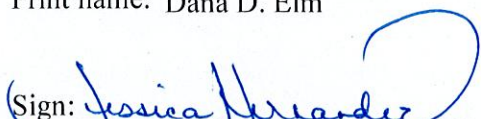

Attorney, Corporation Counsel's Office

WITNESSES:

THE CENTER FOR EARLY CHILDHOOD
EDUCATION AT NVCC

Sign: 
Print name: Dana D. Elm

By: 
Lisa Dresdner, Ph.D.
Chief Executive Officer

Sign: 
Print name: Jessica Hernandez

Date: 12/11/2024

ATTACHMENT A

- 1.** The School Readiness Grant (Grant Number 11000-16274-2025-83014-170002), consisting of 26 pages, incorporated herein by reference;
- 2.** Scope of Services, consisting of 1 page, attached hereto;
- 3.** Certificates of Insurance, incorporated herein by reference;
- 4.** Licenses, incorporated herein by reference;
- 5.** All applicable Federal, State, and local statutes, regulations charter and Ordinances, incorporated herein by reference.

ATTACHMENT A
SCHOOL READINESS GRANT PROGRAM
SCOPE OF SERVICES

1. The Sub-Grantees of the School Readiness Grant Program are all providers who agree to provide school readiness services to Waterbury preschool children and/or children of parents working in Waterbury. The providers agree to comply with their duties as set forth in school readiness statutes, regulations, rules and policies, including state, local and council rules and the relevant laws relating to licensing and the state and local departments of public health and accreditation rules of the National Association for the Education of Young Children and federal rules including Head Start, if applicable.
2. All school readiness programs provided by the Sub-Grantee shall be nonsectarian, shall assure that children with disabilities are integrated into programs available to children who are not disabled and shall not discriminate against children on the basis of race, color, national origin, gender, religion or disability.
3. The Sub-Grantee further agrees to provide quality school readiness programming in accordance with the Connecticut Early Learning and Development Standards programs which comply with the program types set forth in the relevant statutes, state department guidance, local or council rule or policy, and teachers properly credentialed or certified as required by state and local law.
4. Appropriate records and evidence that the Sub-Grantee's program meets the School Readiness Program Component requirements in the areas of general information, plan for collaboration with other community programs and services, parent involvement, parenting education and outreach, referrals for health services, including referrals for appropriate immunizations and screenings, nutrition services, family literacy, admission policies, transition plan, professional development plan and experiences, sliding fee scale, efforts to seek out families who meet low income criteria, and evaluation of the program must be kept by said Sub-Grantee.
5. They agree to comply with all other state, local, education department or council rules with respect to billing, auditing, monitoring, open access to programs relating to the School Readiness Grant Program.