

MEMORANDUM OF UNDERSTANDING
for
CONFIDENCE CLUB
between
THE CITY OF WATERBURY
And
LIVEGIRL, INC.

This Memorandum of Understanding (“MOU”) is between the City of Waterbury, Waterbury Public Schools (the “City” or “WPS”) and LiveGirl, Inc. (“LiveGirl”) (Jointly referred to as the “Parties” to this MOU).

- 1. Purpose and Goals.** The purpose of this MOU is a joint effort to provide students at Waterbury Public Schools with positive adult role models and designs a safe space for those students to develop self-esteem and social emotional intelligence (the “Confidence Club”).
- 2. Roles and Responsibilities.** The above goals will be accomplished by undertaking the following activities:
 - 2.1.** Confidence Club meetings shall take place once a week over a period of eight weeks upon mutual agreement of WPS and LiveGirl.
 - 2.2.** Confidence Club meetings will not take place on days in which Waterbury Public Schools are either not in session or are not a full day.
 - 2.3.** Meetings that need to be canceled due to weather or illness shall be rescheduled.
 - 2.4. LiveGirl Responsibilities.**
 - 2.4.1.** LiveGirl shall provide a vetted and trained coach (“Confidence Coach”) who shall be responsible for facilitating the weekly meetings.
 - 2.4.2.** The Confidence Coach shall come to weekly meetings with an agenda and all materials needed for that meeting. The Confidence Coach shall maintain records of attendance and provide to the City upon request.
 - 2.5. WPS Responsibilities.**
 - 2.5.1.** WPS shall provide space to accommodate 8-15 students for 75-minute sessions, including 15 minutes prior to and after the meeting to allow for set-up and clean-up, upon the schedule mutually agreed between WPS and LiveGirl.
 - 2.5.2.** WPS shall promote Confidence Club marketing materials that have been reviewed and approved of by the City.
- 3. Duration.** This MOU shall become effective on the date executed by the Mayor and will terminate June 30, 2025, unless termination of this MOU is initiated by either Party by written notification 30 days prior to the effective termination date.

3.1. Option Periods. The City shall have the option, in its sole discretion and under the same terms and conditions of this MOU, to extend this Agreement for three (3) one-year periods upon reasonable notice to LiveGirl.

3.1.1. Option Period One: July 1, 2025 through June 30, 2026.

3.1.2. Option Period Two: July 1, 2026 through June 30, 2027.

3.1.3. Option Period Three: July 1, 2027 through June 30, 2028.

- 4. Funding.** This MOU is not a commitment of funds, rather an understanding of respective and collective roles for both the City and LiveGirl. Neither Party shall be responsible to compensate the other.
- 5. Criminal Background Check and DCF Registry Check.** LiveGirl represents and warrants that it and its employees who may be assigned to perform the services required for the Confidence Club as set forth in this document 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.

LiveGirl shall, pursuant to Connecticut General Statutes §10-66rr, as amended from time to time, require that anyone employed by LiveGirl who performs a service under this MOU, shall submit to a records check of the Department of Children and Families child abuse and neglect registry and provide a copy of said records check to the City prior to commencing work under this MOU. The City and the Board shall rely on these representations.

- 6. Confidentiality/FERPA.** LiveGirl shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. LiveGirl shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this MOU shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

6.1. Any and all materials contained in City of Waterbury student files that are entrusted to LiveGirl or gathered by LiveGirl 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 LiveGirl shall be used solely for the purposes of providing services under this MOU.

6.1.1. LiveGirl acknowledges that in the course of providing services under this MOU, it may come into the possession of education records of City 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) LiveGirl and City shall comply with the requirements of said statute and regulations, as amended from time to time and LiveGirl agrees to use information obtained from the City or student education records only for the purposes provided in this MOU. Without the prior written consent of the student's parent or guardian, as required by FERPA, LiveGirl has no authority to make disclosures of any information from education records. LiveGirl shall instruct its employees of their obligations to comply with FERPA.

7. Indemnification.

- 7.1.** LiveGirl 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 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 LiveGirl, 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 LiveGirl 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.
- 7.2.** In any and all claims against the City or any of its boards, agents, employees or officers by LiveGirl or any employee of LiveGirl, 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 11.1, 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 LiveGirl or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- 7.3.** LiveGirl understands and agrees that any insurance required by this MOU, or otherwise provided by LiveGirl, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this MOU.
- 7.4.** LiveGirl expressly understands and agrees that any performance bond or insurance protection required by this MOU, or otherwise provided by LiveGirl, 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.

7.5. Royalties and Patents. LiveGirl 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 LiveGirl'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, LiveGirl 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 LiveGirl and as to any award made thereunder.

7.6. In the event this MOU and/or LiveGirl'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, LiveGirl 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 LiveGirl, or its subcontractor, omission or commission.

8. **Insurance.** LiveGirl agrees to procure and maintain at its own cost all necessary insurance coverage, and must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. LiveGirl shall maintain and provide to the City, upon request, written proof of insurance with coverages stated below or as otherwise approved by the City, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the below coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and it's Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."

8.1. General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$2,000,000.00 Products and completed operations aggregate

8.2. Automobile Liability Insurance:

\$1,000,000.00 combined single limit (CSL)

8.3. 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**

8.4. Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 Aggregate

8.5. Abuse/Molestation Liability Insurance:

\$1,000,000.00 per Occurrence

\$1,000,000.00 Aggregate

9. Termination for Convenience of the City. The City may terminate this MOU at any time for the convenience of the City, by a notice in writing from the City to LiveGirl.

10. Termination for Non-Appropriation. LiveGirl acknowledges that the City is a municipal corporation and that this MOU is subject to the appropriation of funds by the City sufficient for this MOU for each budget year in which this MOU is in effect. LiveGirl therefore agrees that the City shall have the right to terminate this MOU in whole or in part without penalty in the event sufficient funds to provide for services under this MOU are not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

11. Nondiscrimination. The parties to this MOU agree, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability, or physical disability, including but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

12. City of Waterbury, Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

12.1. City of Waterbury's Ethics Code Ordinance. LiveGirl hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. 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 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

12.2. Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances)

12.2.1. No person shall 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.

12.2.2. No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

12.2.3. The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

12.3. Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances).

LiveGirl 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.

13. Force Majeure. Neither LiveGirl nor the City shall be held responsible for delays or be considered to be in breach of this MOU or be subject to liquidated damages when their respective obligations under this MOU are caused by conditions beyond their control, including without limitation: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) 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 MOU 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 MOU.

14. Notice. Except as otherwise specifically prohibited in this MOU, whenever under this MOU 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 LiveGirl, 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:

LiveGirl: Veronica T. DeLandro
Executive Director
LiveGirl, Inc.
237 Elm Street
New Canaan, CT 06840

City: The City of Waterbury
Attn: Jade Gopic, Assistant Superintendent
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

15. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.

LiveGirl agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this MOU or services to be provided pursuant to this MOU.

16. Subcontracting. LiveGirl shall not, without the prior written approval of the City, subcontract, in whole or in part, any of LiveGirl's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of LiveGirl 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 LiveGirl 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. LiveGirl shall be as fully responsible to the City for the acts and omissions of LiveGirl'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 LiveGirl.

17. Assignability. LiveGirl shall not assign any interest in this MOU, 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 LiveGirl from the City under this MOU 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. Governing and Choice of Forum. This MOU shall be construed in accordance with the terms and conditions set forth in this MOU and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this MOU or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

19. Entire Agreement. This MOU 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 MOU must be in writing and agreed to and executed by the City and LiveGirl.

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

WITNESSES:

Alex DeBiro
Sign & Date Alexandra DeBiro

David N. Lepore
Sign & Date David N. Lepore

CITY OF WATERBURY

By: Neil M. O'Leary
Neil M. O'Leary, Mayor

Date: 8/15/23

Alvin A. Dinn
APPROVED AS TO FORM
Attorney, Office of the Corporation Counsel

WITNESSES:

Amelia DeLandro 9/25/23
Sign & Date

Sign & Date

LIVEGIRL, INC.

By: Veronica T. DeLandro
Veronica T. DeLandro, Executive Director

Date: 4/25/2023