



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Michael J. Pinto, COO
Date: **May 19, 2020**
Re: F&O Agenda Item Request/Approval
Renew Agreement with CAPA for COOP Facilities Management

Executive Summary/ Statement: (Please provide 1-2 sentences describing the Service – do not leave blank): Approval is requested for an Agreement by and between the New Haven Board of Education and CT Association for the Performing Arts (CAPA), Shubert Theater, 247 College St., New Haven, CT to provide planning, management and services for COOP theaters and designated arts-related facilities including Facility Manager Salary from July 1, 2020 to June 30, 2021.

Amount of Agreement and the Daily, Hourly or per Session Cost:

In an amount not to exceed \$119,583 ; Management Fee: \$59,328; Facility Manager \$60,255

Funding Source & Account #: 2020-2021 Operating Budget, Acct. #190-47000-56694

Key Questions: (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

1. Please describe how this service is strategically aligned to the District Continuous Improvement Plan?
The services provided under this contract create a synergy between the Shubert Theatre (CAPA) and COOP. CAPA is able to professionally manage and oversee the COOP theatre space while also providing education support and a meaningful connection to the Shubert. Students are able to receive professional instruction from actors, technical professionals and other industry professionals while also gaining opportunities to work and participate in Shubert events and productions. The contract gives students a defined insight into the professional work or theatrical production, set design, and technical arts while also allowing the theatre to be maintained and managed by local professionals, which also give additional insight and support to the broader management of theatre spaces in other schools, by the BOE. The elements within the theatre are very technical and a professional management is required in order to maintain safety and the life-cycle of the space.
2. What specific need will this contractor address?
CAPA provides invaluable logistical support in managing and scheduling public spaces in the COOP building, prioritizing student and school uses while also managing public building use permitting. CAPA's management of the Shubert and COOP provides creates a vital link between COOP educational programming and COOP students and working professionals in the performing arts. Students are able to receive professional instruction from actors, technical professionals and other industry professionals while also gaining opportunities to work and participate in Shubert events and productions.

3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:

The services were originally competitively bid and reviewed by a Committee. In August 2013 CAPA was designated as a Sole Source by the Purchasing Agent of the City of New Haven. CAPA is a natural partner for COOP and the now long-standing relationship has been mutually beneficial. CAPA has served as the COOP manager for the decade since the COOP High School building opened. CAPA also manages the Shubert Theatre and the physical proximity and operational synergies make CAPA the only reasonable manager.

4. If this is a continuation service, when was the last time the alternatives were sought?

CAPA has served as the COOP manager for the decade since the COOP High School building opened. CAPA also manages the Shubert Theatre and the physical proximity and operational synergies make CAPA the only reasonable manager. The construction of the COOP building was specifically sited at its College Street location to create synergies between the school and the Shubert Theatre management.

5. What specific skill set does this contractor bring to the project?

The COOP Administration works extremely closely with CAPA and monitors the instruction, scheduling and professional work on a daily basis. The COO and Budget office review revenue and rental streams as well as instruction support provided to document the fiscal success of the theatre management relationship.

Moreover, the services provided under this contract create a synergy between the Shubert Theatre (CAPA) and COOP. CAPA is able to professionally manage and oversee the COOP theatre space while also providing education support and a meaningful connection to the Shubert. Students are able to receive professional instruction from actors, technical professionals and other industry professionals while also gaining opportunities to work and participate in Shubert events and productions.

6. How does this contractor fit into the project as a whole? (Please attach a copy of the contractor's resume):

A copy of the CAPA 20219/2020 report is attached.

7. Is this a new or continuation service?

Renewal of annual contract.

8. If this is a continuation service has cost increased?

a) If yes, by how much?

The Chief Operating Officer has negotiated a renewal of the contract at the 2019-2020 rate.

- 9.

b) What would an alternative contractor cost?

NA

c) Is this a service existing staff could provide? Why or why not?

CAPA is the professional performing arts management company which manages the Shubert Theatre as well as affiliates which manage professional theatres in Columbus Ohio. No one on staff has the capacity or connections to professional theatres to perform the work.

10. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?

The COOP Administration works extremely closely with CAPA and monitors the instruction, scheduling and professional work on a daily basis. The COO and Budget office review revenue and rental streams as well as instruction support provided to document the fiscal success of the theatre management relationship.

11. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review)

NA

12. If the service is a professional development program, can the training be provided internally, by district staff?

NA

a) If not, why not?

b) How will the output of this Agreement contribute to building internal capabilities?

Why do you believe this Agreement is fiscally sound?

The services were originally competitively bid and reviewed by a Committee. In August 2013 CAPA was designated as a Sole Source by the Purchasing Agent of the City of New Haven. CAPA is a natural partner for COOP and the now long-standing relationship has been mutually beneficial. While it would be possible to further monetize the arrangement and seek more in fees and revenues for rentals we have found a balance where we can achieve rental income on many private rentals while also giving priority to COOP and other BOE and Community uses and favorable rates. The life-cycle of the theatre space has no-doubt been extended by the proactive stewardship of CAPA and its partnership thus allowing the mission of COOP to continue. No increase is reflected in this renewal.

13. What are the implications of not approving this Agreement?

This agreement is necessary to maintain the relationship between COOP and the Shubert Theatre, to maintain access for COOP Students to working professionals in the performing arts and to effectively manage permitting for the building's public spaces.

The current year contract is attached along with updated affidavits of disclosure and certificate of insurance. Corporation Counsel Will Draft the New Agreement Upon Approval



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. § 10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor 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 Contractor. 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 contractor 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 Contractor 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. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
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 Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor 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 Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor 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 Contractor of a breach of student data, the Contractor 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.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor 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.
9. The Contractor 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.
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.

Ms. Kelly Wuzzardo
CAPA
247 College Street
New Haven, CT 06510
Via email: KELLY.WUZZARDO@new-haven.k12.ct.us

Dear Ms. Wuzzardo:

CAPA has effectively served as the management firm for the Cooperative Arts & Humanities High School for many years. CAPA has proven an important partner in managing the needs of the performing arts spaces at the COOP High School and has demonstrated an ability to adroitly handle the School and an ability to bring significant enrichment to the student body through the partnership with the Shubert Theatre.

Pursuant to our conversation of May 15, 2020, I am writing to confirm our interest in renewing your contract with the Board of Education to serve as the management firm for COOP High School for the 2020-2021 fiscal year at the same rate of compensation, an amount not to exceed \$119,583, and the same terms and conditions as the current year contract. A copy of the contract is attached for your convenience.

Please confirm your interest in renewing your contract with us, by signing below and returning the signed letter to my attention at your earliest convenience. Please include a summary of work for the current year, any areas of ongoing work, and your proposal for areas of concentration for the coming fiscal year. Please also include the profiles of the employees to be assigned to New Haven Board of Education matters, Please also include a Certificate of Insurance and a completed copy of the attached Disclosure Affidavit.

Should you have any questions or concerns, please feel free to contact me at any time to discuss in more detail.

You may submit your signed copy of this letter to me via email to me at michael.pinto@nhboe.net. Please copy Cynthia Sanchez at Cynthia.Sanchez@new-haven.k12.ct.us on all correspondence. Thank you for your consideration of this opportunity. We look forward to your confirmation.

Very truly yours,

Michael J. Pinto

Michael J. Pinto, Esq.

Enclosure

Atty. Michael J. Pinto
Chief Operating Officer



P: (475) 220-1591
F: (203) 946-7468

By signing below The Connecticut Association for the Performing Arts accepts the renewal of the Agreement with the New Haven Board of the for lobbying services for the fiscal year July 1, 2020 and June 30, 2021 on the terms outlined above as more particularly described in the enclosed existing current year Agreement.

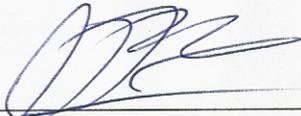
John Fisher
Duly Authorized

Atty. Michael J. Pinto
Chief Operating Officer



P: (475) 220-1591
F: (203) 946-7468

By signing below The Connecticut Association for the Performing Arts accepts the renewal of the Agreement with the New Haven Board of the for lobbying services for the fiscal year July 1, 2020 and June 30, 2021 on the terms outlined above as more particularly described in the enclosed existing current year Agreement.



John Fisher
Duly Authorized

CAPA at COOP – 2019/20 Report

May 2020

CAPA/Shubert Theatre is contracted by the New Haven Board of Education to provide theater management services for the theatrical spaces of Cooperative Arts & Humanities High School (Co-Op). CAPA maintains the performance arts spaces, manages the space calendar for Co-Op, and manages all rentals that happen in the building (including contracting, permits, payment collection and staffing). CAPA is also committed to the education of students through all of the work that we do. Below is a report on our work for the 19/20 school year.

LEARNING:

- **Technical Theater:** CAPA provided a full year of technical training sessions during after school time. Students worked on basic technical skills as well as production and design work for the all school musical, *RENT*. Students who complete the training are eligible to apply to become a paid Shubert Tech apprentice once they are 16 years old. Tech apprentices are hired to serve as crew for rental events at Co-Op (managed by CAPA). Between apprentices and *RENT* crew, we had an all time high of 54 kids involved in the tech program this year.



- **Usher Internship:** This internship teaches students to usher performances at Co-Op as well as the opportunity to usher during Shubert shows (and see those shows for free). It is open to all grades and arts at Co-Op. This year we had an all time high of 53 student ushers.
- **Community Service:** CAPA offers students multiple opportunities to earn community service hours needed for graduation. For the 3rd year in a row, CAPA sponsored a tree in the Ronald McDonald House's Trees of Hope event. Students in the National Arts Honor Society (NAHS) helped to create show themed ornaments used to decorate the tree. Students worked at CAPA's annual Free Family Fun Day event, which is an open house event that includes trick or treating and arts and crafts, and helped run the Shubert table at the New Haven Pride Festival.



- **Shubert Performance Outreach:** This year the Shubert created a new program, initially titled Shubert Sophomores (though it was later opened to all grades). The program provides \$10 tickets to students and chaperones, with the goal of all NHPS students having access to see a Shubert show by their sophomore year in high school. Co-Op's proximity to the Shubert allows students to walk over for 2pm matinees, so more of their kids are able to participate. Co-Op brought 100 students and staff to see *DREAMGIRLS* in November. Students were also able to get \$10 tickets to see performances of *THE PLAY THAT GOES WRONG* and *CATS*.

In October, our tech apprentices were given the special treat of attending a final dress rehearsal of *JERSEY BOYS*. This was a new national tour being built at the Shubert, and original designers and production members were present in the audience. The production manager for the original show talked to the students about process and the history of the show. At one point, rehearsal stopped for an automation problem, and he explained to students how the moving set pieces worked. They also met some of the actors from the show, who loved their energy in the audience. Though the story happens way before their time, the themes are universal and the kids loved it.

Our tech students exclusively got to see a tech rehearsal of *DREAMGIRLS* (the tour was also built at the Shubert), came back to see the finished show, and then received a personal backstage tour from the show's technical director.

Since Co-Op produced their own production of *RENT* this year, CAPA arranged for Co-Op's entire cast, band, and crew to attend a performance of the Broadway tour of *RENT* in November. For a number of students, this was their first time seeing a Broadway tour. Members of the cast stayed after the show to do a talk-back with students, and were thrilled to share stories of performing in the same show.



JOB TRAINING/OPPORTUNITIES:

- **Tech Apprentices:** Current and graduating Co-Op students are paid to be trained in theater tech and become eligible for a pool of labor that staff rentals at Co-Op. There are currently 24 (an increase of 7 from last year) current and former students (now college students) in the pool. New students are added each semester as they complete training and turn 16. We currently have apprentices who are students at Gateway Community College, UCONN, and Quinnipiac University still working for us.
- **CAPA:** Co-Op students and graduates have worked on IATSE crew calls, the stage door, as outreach assistants, and paid ushers at the Shubert this year. Apprentices were hired to assist the Shubert's education director in a series of workshops taught at Stetson Library as well as for pre-show activities at the Shubert for family shows. These opportunities allow students to use their arts skills in real working situations while learning to deal with clients and families. The kids who attend these events love working with the older high school students.
- **Summer Camp:** Co-Op students continue to be hired as paid Teaching Assistants for the Shubert Summer Theater & Arts Summer Camp. The training they receive lends itself to those students who might wish to pursue a career in teaching and/or as a professional artist. In July 2019 we hired 10 Co-Op student TA's. A Co-Op graduate (and apprentice) was our Assistant Camp Director, another directs our 5th/6th grade musicals, and a third graduate started as a teacher of our acting class. We also assist all students who need help applying to Youth@Work through the city for summer jobs.

FACILITY REPORT:

- CAPA maintains the school space calendar for Co-Op and provides staff to handle all changeovers between school performances. Janie Alexander runs all school performances with the assistance of tech apprentices and tech program students. Kelly Wuzzardo inputs all building permits for Co-Op and contracts all rentals.
- This year the Shubert took on the added responsibility of providing tech support and design options for all of the theater department's shows. This was in response to theater teacher time limitations due to adjusted class sizes and loads.
- CAPA performs regular maintenance and upkeep on all performance spaces including re-taping marley in the dance studios, replacing lamps and gel in the theater spaces, and keeping maintenance up to date on facility work orders that are needed.
- CAPA keeps and sends reports on items that need to be repaired, replaced, or upgraded. CAPA also keeps a wish list of items to purchase that would be helpful in the spaces to expand capabilities for school and rental usage.

RENTALS:

- Rental clients July through March included Yale Conference Services, Vox Church, World Scholars, and Tia Russell Dance. Sight Conference, Yale UP, Joel Schivone, and Arts & Ideas had dates held before the shut-down.

COVID-19 UPDATES:

The shut down of the school due to Covid-19 obviously affected plans for the end of this school year. Since the shut down we have been working on/planning for the following projects:

- *RENT* submissions to the Stephen Sondheim Awards: The high school musical awards program is going digital this year, but still honoring student work. Janie Alexander compiled all design and photo material to submit. Two of our students were chosen to participate in the best actor/actress medleys. Two others will appear in the opening number. Janie has helped them with audition materials and videos. She has also compiled all footage we have from rehearsals (school closed the day they were supposed to open the show) into one show celebration video. A virtual cast party for the company is being planned.
- We have made ourselves available to the school for virtual meetings and have offered to teach virtual tech classes. Can help with locker retrieval, yearbook distribution, graduation lawn signs, etc.
- Calendar planning will go on as usual, though it's had a slower start. We work with the arts director to create the performance calendar for the year. That is usually wrapped up by the end of July. This year will probably require the extra step of a few contingency calendars.
- Co-Op students usually graduate from the Shubert and we run rehearsal and the event. We will still be available to assist in graduation even if it is moved to an outdoor location.
- Once teachers are given access to the building to clean out classrooms, we will do a full summer shutdown of all theatrical spaces. *RENT* laundry will be gathered and done at the Shubert (to be restocked in the fall). Lights borrowed from A Broken Umbrella Theater for *RENT* will be struck and returned. All equipment will be checked for safety and to confirm that everything is still in working order.
- Once we have longer building access, we will need to strike the set of *RENT*, which is still currently on stage. For the sake of social distancing this will probably be accomplished only with CAPA staff, as opposed to using tech students to assist.

Though we all hope to be back in the building in the fall, we know that adjustments will need to be made at least in the short term. During this time of adjustment CAPA staff will provide the following:

- Guidance on performance options and adjustments, informed partly by our access to industry standards and publications.
- Reconfigurations of any arts spaces as needed. For example, to accommodate social distancing we are considering the possibility of putting students out in the house and a conductor onstage for music performances. Assuming audiences will not be allowed at first, these performances can then be filmed for parents.
- CAPA staff can assist in monitoring of rehearsals or events that require more supervision to ensure social distancing.
- Tech training programs will be moved online as necessary so that students are still learning and ready to hit the ground running once we can do more in-person work.
- In lieu of the ushering internship (until shows are back at the Shubert) we can offer virtual internship opportunities focused on resume building, design work, life skills (job interviews, how to fill out tax paperwork, budgeting) and any other topics students need help with. This is a sampling of what kids ask us for help with now.

The key to successfully traversing this time will be to stay flexible and creative. We will adjust as necessary to continue to offer full support to Co-Op and help fill in any gaps that become apparent as we transition back to school.

**EXECUTED
ORIGINAL**

**AGREEMENT
BY AND BETWEEN
NEW HAVEN BOARD OF EDUCATION
AND
THE CONNECTICUT ASSOCIATION FOR
THE PERFORMING ARTS, INC.
FOR
PROFESSIONAL SERVICES REGARDING
THEATER MANAGEMENT FOR COOP HIGH SCHOOL**

PART I

This Agreement, consisting of Parts I and II, Rider A and Exhibit A, entered into this *19th* day of *July*, 2019, effective the 1st day of July, 2019 by and between the New Haven Board of Education (hereinafter referred to as the "Board"), and The Connecticut Association for the Performing Arts, Inc., c/o Shubert Theatre, 247 College Street, New Haven, CT 06510 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the Board has determined that it needs of the services of a professional theater management organization to provide theatre management services for the theatrical facilities of the Board's Cooperative Arts and Humanities High School ("Coop High School"); and

WHEREAS, the City Purchasing Agent has designated the Contractor as the Sole Source for theatre management for Coop High School in New Haven; and

WHEREAS, the Board has selected the Contractor and The Contractor has agreed to perform the services for the terms and conditions set forth herein; and

WHEREAS funds for this Agreement are available from account number 190-47000-56694 pursuant to Purchase Order Number 91320007 FY 2020.

NOW, THEREFORE, the Board and the Contractor hereby agree as follows:

SECTION 1: ENGAGEMENT

101. The Board hereby engages the Contractor and the Contractor hereby agrees to perform the services set forth herein in accordance with the terms and conditions and for the consideration set forth herein.

102. The person in charge of administering the services described under this Agreement on behalf of the Board shall be Michael J. Pinto or such other person as he shall designate in writing.

103. The person responsible for the services to be performed by the contractor shall be John F. Fisher, or such other qualified person as is designated in writing by the Contractor and accepted by the Board.

104. The Contractor shall not subcontract any of the professional services to be performed by it under this Agreement, absent written approval by the Board.

SECTION 2: SCOPE OF SERVICES

201. The Contractor shall perform the applicable management services set forth under this Agreement in a satisfactory manner, as reasonably determined by the Board. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the Board; provided, however, the Contractor shall not be required to make revisions at its sole cost and expense where the revisions are based upon considerations outside the scope of services initially given to the Contractor.

202. All drawings, reports, and documents prepared by the Contractor under this Agreement shall be submitted to the Board for review and approval. The Board shall review and respond to materials submitted by the Contractor within thirty (30) calendar days. In the event the Board disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to properly review the submission, the Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material for review and approval.

203. In performing the services required under this Agreement, the Contractor shall consult with the Michael J. Pinto and shall meet, as appropriate, with other Board employees or officials and with other persons or entities, as necessary, including State and Federal officials and/or neighborhood groups or organizations.

204. The services to be performed by the Contractor shall consist of providing the applicable theatre management services for COOP High School, as more fully set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. The Board will provide the Contractor with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder, and will endeavor to secure materials or information from other sources requested by the Contractor for the purpose of carrying out services under this Agreement.

SECTION 4: TIME OF PERFORMANCE

401. The Contractor shall perform the services set forth in Section 2 during the period from July 1, 2019 through June 30, 2020, in such sequence as may be directed by the Board.

402. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the Board, unless otherwise terminated by the parties hereto, but in any event shall terminate on June 30, 2020.

403. Notwithstanding any other provision in this Agreement, the Board reserves the right to terminate this Agreement for any reason upon twenty-one (21) days written notice to the Contractor. The Contractor shall be paid for satisfactory services rendered up to the termination date upon submission to the Board of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate transfer to a new Contractor.

SECTION 5: COMPENSATION

501. The Board shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement in a maximum amount not to exceed One Hundred Nineteen Thousand Five Hundred Eighty-Three Dollars (\$119,583.00) consisting of twelve monthly payments of Nine Thousand Nine Hundred Sixty Five Dollars and Twenty-Five Cents (\$9,965.25).

502. Compensation provided under this Section 5 constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement including but not limited to salaries; consultant fees; costs of materials and supplies; printing and reproduction; meetings, consultations, and presentations; travel expenses; postage; telephone; clerical expenses; and all similar expenses. No direct costs shall be reimbursed by the Board other than as provided in Section 501.

503. Payments to the Contractor under this Agreement shall be made by the Board on approval of payment requisitions certified by a principal of the Contractor submitted not more often than once a month. Each requisition shall be in a form acceptable to the Board and shall set forth the services performed, the percentage of completion of the work, and the compensation due the Contractor based upon the fee amount set forth in Section 501. The Board may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information with respect to the Contractor's costs as the Board deems necessary.

504. No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the Board is that of an independent contractor.

SECTION 6: INSURANCE

601. The Contractor shall defend, indemnify and hold harmless the Board and its officers, agents, servants and employees from and against all actions, lawsuits, claims, damages, losses, judgments, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such claims are caused by the acts, errors or omissions of the Contractor, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with, the obligations of the contractor pursuant to this Agreement.

602. See attached Rider, which provisions, by this reference, are part of this Agreement as if fully incorporated herein.

SECTION 7: TERMS AND CONDITIONS

701. This Agreement is subject to and incorporates the provisions attached hereto as City of New Haven Board of Education Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of said Part II conflicts with any provision of this Part I of this Agreement, Part I shall be controlling.

702. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven.

703. The parties agree that they waive 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 Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the Board.

704. The Board and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

705. This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.

706. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

707. 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.

708. The Board may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Board and the Contractor, shall be incorporated in written amendments executed by both parties to this Agreement.

709. References herein in the masculine gender shall also be construed to apply to the feminine gender.

710. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, 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 Board 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: John F. Fisher
CT Association for the Performing Arts, Inc.
247 College Street
New Haven, CT 06510

City: Michael J. Pinto, Chief Operating Officer
New Haven Board of Education
54 Meadow Street,
New Haven CT. 06519

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESS:

Gavin Lawson

NEW HAVEN BOARD OF EDUCATION

BY:

[Signature]
Darnell Goldson, President

WITNESS: *Kelly Wuccardi*

[Signature]

**THE CONNECTICUT ASSOCIATION
FOR THE PERFORMING ARTS, INC.**

BY:

[Signature]
**John F. Fisher
Vice-President/Executive Director**

EXHIBIT A

SCOPE OF SERVICES

OVERALL FACILITY MANAGEMENT

- Provide overall management services for COOP's theaters, performing spaces and related support spaces.
- Manage, oversee and implement a public use rental program of its facilities, while supporting COOP's academic programs, and to further develop the scope of services needed to accomplish COOP's goals and needs.
- Working with BOE and COOP develop overall use and operating policies and procedures for all related COOP arts spaces.

PERSONNEL

- CAPA's Facility Manager will coordinate and work with BOE engineering and maintenance staff regarding building systems, equipment and facilities. This coordination and work to be outlined and mutually agreed to by CAPA and BOE.
- Identify and maintain an appropriate pool of qualified labor with experience and expertise in the areas of production, lighting, sound and backstage operations, to be supplied as needed for COOP or rental productions and events.
- Develop and train a pool of COOP students that can staff student productions or be hired for rental events as may be needed.

SCHEDULING

- CAPA and its Facility Manager will be responsible for maintaining schedules for the theaters and related spaces for COOP, and will coordinate with all appropriate faculty and staff.
- Will handle all rental inquiries and ensure that COOP's academic needs are given priority.
- The Facility Manger enters all permits for Co-Op high school (including school events and those happening beyond the arts spaces),

RENTAL AND COMMUNITY EVENTS

- Oversee all rentals of the spaces, and coordinate all hiring and staffing as required.
- Serve as chief liaison with community and commercial facility users.
- Coordinate technical needs of renters, providing guidance and support in all production related areas.
- Develop rental rates and rental use and operating policies and procedures for all related COOP arts spaces (to be approved by BOE and COOP).
- CAPA will prepare rental agreements and event settlements for all external non-BOE/COOP events, and issue related invoices and process all payments. Procedures and processes to be developed and mutually agreed to by BOE and CAPA.

TECHNICAL OPERATIONS

- Through CAPA's management team and Facility Manager, oversee entire technical production facilities, including equipment and operations.
- Manage primary performance and backstage areas including Main Stage Theatre, Black Box Theatre, Scene Shop, Film Viewing Lecture Hall as well as other specialized areas to be mutually agreed upon.
- Provide guidance and support to school staff, students and outside renters in production related areas, including; lighting, sound, set design and construction, rigging, staging and related back stage work.
- Train appropriate school faculty and students in production related areas including; lighting, sound, construction and shop protocols and safety procedures.

TICKETING AND BOX OFFICE

- CAPA will provide ticketing services to include advance sales through the Shubert Box Office and internet online sales through CAPA's ticketing provider.
- Print and provide tickets for all COOP student presentations.
- Provide consignment tickets for COOP's on-site advance sales and night of performance sales.
- Provide ticketing or box office services for additional fees to facilities renters.
- Provide box office reports, settlements and accounting for all COOP student presentations

MARKETING

- CAPA will maintain web page calendar of events, technical and rental information and will provide ticketing links and information as needed.

EDUCATION AND INTERNSHIPS

- Maintain an usher internship program to teach students to usher Co-Op productions as well as serve as ushers at Shubert Broadway series shows.
- Provide a management internship to Co-Op Juniors.
- Work with COOP on educational and outreach activities and opportunities with the Shubert Theater.
- BOE or renters will reimburse CAPA for all related event, front of house and backstage labor, supplies and equipment as necessary for all COOP events.
- BOE/COOP will provide overall public safety and security.

CITY OF NEW HAVEN CONTRACT/AGREEMENT RIDER

One Million Dollars (\$1,000,000) Each
Accident

2. Property Damage One Million Dollars (\$1,000,000) Each
Accident

D. The Contractors must carry Workers' Compensation insurance as follows:

Coverage A – Statutory Benefits Liability imposed by the Workers' Compensation and/or Occupational disease statute of the State of Connecticut and any other governmental authority having jurisdiction for the work performed at the project.

Coverage B – Employer's Liability – Limits of not less than One Hundred Thousand Dollars (\$100,000) per accident; One Hundred Thousand Dollars (\$100,000) bodily injury per disease/employee; Five Hundred Thousand Dollars (\$500,000) policy by disease.

Extensions of Coverage

Other States Endorsement

Voluntary Compensation (included if exposure exists)

United States Longshoreman's & Harbor Worker's Act (included if exposure exists)

Jones Act (included if exposure exists)

Amendment of the Notice of Occurrence

Thirty (30) day written notice of cancellation, non-renewal

E. The Contractor shall carry Professional Liability or Errors & Omissions Insurance with respect to any damage caused by an error, omission or any negligent act of the Contractor with minimum coverage limits of One Million Dollars and No Cents (\$1,000,000.00) per claim for any wrongful act to cover work performed under this contract/One Million Dollars and No Cents (\$1,000,000) aggregate.

F. The insurance required herein shall be written for not less than limits of liability specified herein or as required by law, whichever coverage is greater. Insurance coverage written on an occurrence basis shall be maintained without interruption from date of commencement of the work until date of final payment or, as required by the contract documents, termination of any coverage required to be maintained after final payment and, with respect to the Contractor's Completed Operations coverage, until the expiration of the period for correction of the work and for such other period for maintenance of Completed Operations coverage as specified in the contract documents. If liability coverage is written on a claims-made basis, "tail" or "extended reporting period" coverage will be required at the completion of the project for a duration of twenty four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous

CITY OF NEW HAVEN CONTRACT/AGREEMENT RIDER

“claims-made” liability coverage for twenty four (24) months following the project completion. Continuous claims-made coverage will be acceptable in lieu of “tail” coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous claims-made coverage is used, Contractor shall be required to keep the coverage in effect for the duration of not less than twenty four (24) months from the date of final completion of the project.

G. Coverage for Contractors must include the following endorsements: 1) Blanket Contractual Liability for liability assumed under this Agreement and all other agreements relative to the project; 2) Severability of Interests; and 3) Coverage is to be endorsed to reflect the insurance provided is to be primary for the City, and all other indemnities named in this Contract.

H. For all policies required hereunder the Contractor, Subcontractors and Sub-tier Contractors each (i) except for professional liability and/or errors and omissions coverage, hereby waive subrogation against the City, City’s Agent and any and all other indemnitees pursuant to the contract documents and (ii) shall name the City of New Haven as Certificate Holder and, except for Worker’s Compensation and professional liability and/or errors and omissions policies, an Additional Insured. Further, each such policy shall provide that the insurance company will endeavor to give a minimum of thirty (30) days written notice to the City prior to any modification or cancellation (except for reason of non-payment of premium which shall be ten (10) days’ notice) of any such insurance coverage and such notice shall be directed to the City of New Haven in accordance with the notice provisions of the Agreement. The Contractor shall furnish the City with the insurance policy (ies) and corresponding Certificate(s) of Insurance evidencing that it has complied with the obligations in this Rider, including, but not limited to, requirements for (1) waiver of subrogation, (2) additional insured (with the exception of Workers’ Compensation coverage), (3) notice of cancellation; and, (4) Certificate Holder information. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work and thereafter upon renewal or replacement of each required policy of insurance. If any of the insurance coverage required herein is to remain in force after final payment, an additional Certificate evidencing continuation of such coverage shall be submitted.

I. Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

J. Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

CITY OF NEW HAVEN
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES
PART II - TERMS AND CONDITIONS

1. Personnel. (a) The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

(b) All the services required hereunder will be performed by the Contractor or 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.

(c) No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Agreement. The foregoing sentence shall not be interpreted to interfere with the Contractor's compliance with the City's Ban the Box requirements.

2. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deductions or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, as now codified in 18 U.S.C. § 874 and 40 U.S.C. § 3145. The Contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements thereof.

3. Withholding of Salaries. If, in the performance of this Agreement, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the City shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salary actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

4. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Contractor to the City, and the City's decision regarding

such claims and disputes shall be final. Particularly with respect to this Section and Section 5 above, the City reserves the right to inspect Contractor's records with respect to this Agreement and specifically, without limiting the generality of the foregoing, payroll and employee records with respect to the work performed pursuant to this Agreement.

5. Equal Employment Opportunity.

A. During the performance of this Agreement, the Contractor agrees as follows:

- i) To comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- ii) Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, national origin, or any other State or Federal protected class status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, physical handicap, or any other State or Federal protected class status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training, including apprenticeship;
- iii) To post, in conspicuous places available to employees and applicants for employment, notice is to be provided by the Contractor setting forth the provisions of this nondiscrimination clause;
- iv) To state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability, national origin, or any other State or Federal protected class status;

B. And where this contract involves construction, or is a "public contract" as defined in section 12 ½ -19(o) of the City's Code of General Ordinances, then the contractor additionally agrees:

- i) To send to each labor union or representative of workers with whom the Contractor has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under the equal opportunity clause of the City, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprenticeship Training Division of the Connecticut State Labor Department;
- ii) To utilize State of Connecticut Labor Department and City sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- iii) To take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subcontracting, or for any additional services, supplies, or work which may be required as a result of this Agreement;
- iv) To cooperate with City departments in implementing required Agreement obligations for increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;
- v) To furnish all information and reports required by the contract compliance director pursuant to sections 12 ½-19 through 12 ½-33 of the City's Code of General Ordinances and to permit access to the Contractor's books, records, and accounts by the contracting agency, the contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the program;
- vi) To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (1) through (8) herein, including penalties and sanctions for noncompliance, provided however that, in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part, under one or more federal assistance programs, the Contractor or the City may ask the United States to enter into such litigation to protect the interest of the United States;

- vii) To file, along with its subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in this Agreement by the contract compliance director of the City. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors, if any;
- viii) To include the provisions of sub-paragraphs (1) through (9) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;
- ix) That a finding, as hereinafter provided, of a refusal by the Contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:
 - (a) Withholding of all future payments under the involved public contract to the Contractor in violation, until it is determined that the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
 - (b) Refusal of all future bids for any public contract with the City, or any of its departments or divisions, until such time as the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
 - (c) Cancellation of this Agreement;
 - (d) Recovery of specified monetary penalties;
 - (e) In case of substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors, or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy as herein outlined.

6. Discrimination Because of Certain Labor Matters Related to Construction Contracts. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because it 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.

7. Assignability. The Contractor 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 Contractor 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.

8. 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 Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

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

10. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

11. Audit. The City reserves the right to audit the Contractor'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 Agreement. In the event the City elects to make such an audit, the Contractor 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Overmyer Hall Associates 1600 W. Lane Ave., Suite 200 Columbus OH 43221	CONTACT NAME: Karen Pirtle PHONE (A/C. No. Ext): 614-453-4400 E-MAIL ADDRESS: ohcertificates@oh-ins.com	FAX (A/C. No): 614-453-9360	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED COLUASS-01 Connecticut Association for the Performing Arts c/o The Shubert Theater 247 College Street New Haven CT 06510	INSURER A: Great American Insurance Company		16691
	INSURER B: BerkleyNet Underwriters, LLC		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1628360788

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	PAC6535867	7/30/2019	7/30/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CAP6535905	7/30/2019	7/30/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	BNUWC0121066	7/30/2019	7/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	CT
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	LIQUOR LIABILITY			PAC6535867	7/30/2019	7/30/2020	LIMIT AGGREGATE	\$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage applies to the Shubert Theatre located in New Haven CT.
 RE: Shubert Theater of New Haven, Connecticut.

City of New Haven Board of Education is Additional Insured per attached General Liability Blanket Additional Insured endorsement CG 82 24 12 01 and per attached Auto Liability Blanket Additional Insured endorsement CA 85 18 06 09. Subject to signed written contract. Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability per attached form CG 82 24 12 01, when required by written contract. Subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of New Haven Board of Education 54 Meadow St. New Haven CT 06513	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Administrative Offices
301 E 4th Street
Cincinnati, Ohio 45202-4201
Tel: 1-513-369-5000

CA 85 18
(Ed. 06 09)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

WHO IS AN INSURED (Section II - Liability Coverage, Paragraph A.1.) is amended to include as an Insured any person or organization (called additional Insured) whom you are required to add as an additional Insured on this policy under:

1. a written contract or agreement, or;
2. an oral contract or agreement where a certificate of insurance showing that person or organization as an additional Insured has been issued;

but the written or oral contract must be:

- a. currently in effect or becoming effective during the term of this policy; and
- b. executed prior to the date of "loss."

This person or organization is an additional insured only to the extent you are liable for an "accident" arising out of the use of a covered "auto" being driven by you, one of your employees, or one of your volunteers, with your permission.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following provision is added to **SECTION II - WHO IS AN INSURED**

5. AUTOMATIC ADDITIONAL INSURED(S)

a. Additional Insured - Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **A.(1)** of this endorsement, the following additional provisions apply:

- (a) This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the "Additional Insured."

b. Additional Insured - Funding Sources

(1) This policy is amended to include as an Insured any Funding Source which requires you in a written contract to name the Funding Source (hereinafter called Additional Insured) as an Insured but only with respect to liability arising out of your premises, "your work" for such Additional Insured, or acts or omissions of such Additional Insured in connection with the general supervision of "your work" and only to the extent set forth as follows:

- (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (b) The coverage provided to the Additional Insured(s) is not greater than that cus-

tomarily provided by the policy forms specified in and required by the contract.

(c) In no event shall the coverages of Limits of Insurance in this Coverage Form be increased by such contract.

c. Additional Insured - Contractual Obligations

(1) This policy is amended to include as an Insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an Insured, subject to all of the following provisions:

- (a) Coverage is limited to liability arising out of:
 - (i) your ongoing operations performed for such Additional Insured; or
 - (ii) that Insured's financial control of you; or
 - (iii) the maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
 - (iv) a state or political subdivision permit issued to you.
- (b) Coverage does not apply to any "occurrence" or offense:
 - (i) which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract", or
 - (ii) which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

- (i) the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (ii) supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy and specifically names a person or organization as an Insured, then the coverage in **Section II - WHO IS AN INSURED 5. Automatic Additional Insured(s)** does not apply to that person or organization.

2. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8. is replaced with:

8. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

- a. If an Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your

work" done under a contract for that person or organization and included in the "products-completed operations hazard."

3. NON-OWNED OR CHARTERED WATERCRAFT

Section I - Coverages, Coverage A, Item 2.g.(2) is replaced with:

(2) A watercraft you do not own that is:

- (a) less than 51 feet long; and
- (b) not being used to carry persons or property for a charge.

4. BROADENED PERSONAL AND ADVERTISING INJURY

Unless "Personal and Advertising Injury" is excluded from this policy:

SECTION V - DEFINITIONS Item 14. is replaced by:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:
- a. false arrest, detention or imprisonment;
 - b. malicious prosecution;
 - c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. oral, written, televised, videotaped, or electronic publication of material, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. oral, written, televised, videotaped, or electronic publication of material, in any manner, that violates a person's right of privacy; or

- f. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.e.
- g. the use of another's advertising idea in your "advertisement"; or
- h. infringing upon another's copyright, trade dress or slogan in your "advertisement."

5. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK INCLUDED IN BODILY INJURY DEFINITION

Section V - Definitions, Item 3. is replaced with:

- 3. "Bodily injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

6. MEDICAL PAYMENTS

- A. The Medical Expense Limit in Paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical Expense Limit.

The Medical Expense Limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.

- B. This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**

- C. This provision 7. does not apply if **COVERAGE C. MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

7. DAMAGE TO PREMISES RENTED TO YOU LIMIT

- A. **SECTION III - LIMITS OF INSURANCE, Item 6.** is replaced with:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to your building, or to personal property of others in your care, custody and control while at premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

The Damage to Premises Rented To You Limit is replaced by the following Damage to Premises Rented To You Limit.

The Damage to Premises Rented To You Limit is the greater of:

- (1) \$300,000; or
- (2) the amount shown in the Declarations for Damage to Premises Rented to You Limit.

- B. This provision is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**

- C. This provision 5. does not apply if Damage to Premises Rent to You Liability of **COVERAGE A (SECTION I)** is excluded either by the provisions of the Coverage Part or by endorsement.

9. SUPPLEMENTARY PAYMENTS

- A. In the **SUPPLEMENTARY PAYMENTS - COVERAGES A and B** provision, Item 1.b., and 1.d are replaced with:

- 1.b. Up to \$500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off work.

This endorsement does not change any other provision of the policy.

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES
200 Orange Street

New Haven, Connecticut 06510
(203) 946-8201 - FAX (203) 946-8206



DISCLOSURE & CERTIFICATION AFFIDAVIT

CONTRACTOR/VENDOR NAME	Connecticut Association for the Performing Arts, Inc. (CAPA)
CONTRACTOR/VENDOR ADDRESS	Shubert Theatre, 247 College Street, New Haven, CT, 06510
TELEPHONE /FAX	203-624-1825/203-492-3887
CONTACT/E-MAIL ADDRESS	KELLY WUZZARDO <u>KWUZZARDO@CAPA.COM</u>
AGREEMENT FOR:	THEATER MANAGEMENT AT CO-OP HIGH SCHOOL
SOLICITATION TITLE & NUMBER, IF APPLICABLE	THEATER MANAGEMENT AT CO-OP HIGH SCHOOL

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

- (a) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (b) "Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (c) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.
- (d) "Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of Connecticut	County of New Haven	Ss.
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I, Kelly Wuzzardo being first duly sworn, hereby deposes and says that:
(type or print your name above)

1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein.
2.	I am the corporate secretary or majority owner (including sole proprietorship) of _____ OR I am an individual and my name is <u>Kelly Wuzzardo</u> (Insert Company Name above OR , if an individual, type your name above)
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.
4.	(Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit): ____ As required by Conn. Gen. Stat. §12-42, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current. <input checked="" type="checkbox"/> The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement. ____ The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.
5.	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven.
6.	Please select the applicable representation about the Contractor's business registration: <input checked="" type="checkbox"/> Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Registration number is _____ ____ Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Registration number is _____

Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of _____ and the State business registration number is _____. Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state not applicable): _____

7. The following list is a list of the names of **all** persons affiliated with the business of the Contractor who are also affiliated with the City of New Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of New Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of New Haven. If none state none. Use additional sheet if necessary (**must be on company letterhead and notarized**):

	Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1	Justin Elicker	Mayor, since 2019	Ex-Officio Board Member, since Jan 19	7/31/75
2				

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (**must be on company letterhead and notarized**):

	Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1	None			
2				

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (**must be on company letterhead and notarized**):

	Organization Name	Address	Type of Ownership
1	None		
2			

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (**must be on company letterhead and notarized**):

	Name	Title	% of Ownership	DOB
1	None			
2				

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (**must be on company letterhead and notarized**):

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	Shubert Theatre	State of CT	247 College Street, New Haven, CT, 06510
2			

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

(Signed)  Title: Director of Education

Subscribed and sworn to before me this _____ day of _____, _____.

(Title)

My commission expires _____, _____.

THIS FORM MUST BE NOTARIZED

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)