

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

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



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



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



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

PUBLIC HEARING AGENDA

- I. ROLL CALL**
- II. PUBLIC HEARING**
 - A. Chapter 9 - Administration, Article IX - Reapportionment Advisory Committee, Section 9-32 - Districts Established**
 - B. Reapportionment Advisory Committee's Proposed Plan, Map and Letter**
- III. PUBLIC HEARING DISCUSSION**
- IV. ADJOURNMENT**

Legal Notice of Public Hearing

Notice is hereby given that the Common Council will hold a Public Hearing (via Regular Meeting) on Tuesday, November 12, 2024 at 7:30 p.m. by way of for the purpose of discussing and voting on Chapter 9 - Administration, Article IX - Reapportionment Advisory Committee, § 9-32. Please check the Common Council agenda for additional details and instructions about how to attend this Public Hearing by way of videoconference/teleconference.

Notice is hereby given that the Common Council will hold a Public Hearing (via Regular Meeting) on Tuesday, November 12, 2024 at 7:30 p.m. by way of for the purpose of discussing and voting on Reapportionment Advisory Committee's Proposed Plan, Map and Letter. These documents can be accessed as follows: <https://www.norwalkct.gov/DocumentCenter/View/34478/Redistricting-ProposedPlanMapLetter?bidId=>

§ 9-32. Districts Established.

The 2024 Five-District Plan which realigns the districts of the City of Norwalk in accordance with the requirements of Law, which plan is incorporated herein by reference, is hereby approved and adopted.

- A. Operative Effect.** The plan shall be operative on January 1, 2025 for the sole purpose of facilitating the administration of the nomination and elections for candidates for the Council members in the 2025 Municipal General Election and for Board of Education members in the 2027 Municipal General Election.
- B. Effective Date.** The effective date for 2024 Five-District Plan shall be;
 - (1) January 1, 2026 for members of the Council;
 - (2) January 1, 2028 for members of the Board of Education elected by district; and,
 - (3) Thereafter shall remain in full force and effect until further revised following the next decennial census.
- C. Interim Vacancies.** Any appointments for vacancies on the Council and Board of Education prior to the effective date shall be filled as set forth in the Charter in accordance with the district lines in effect prior to the effect of the 2024 Five-District Plan.
- D. District Boundaries.** The Districts are established, as follows:

District A

Starting at Riverside Avenue & New Canaan Avenue & Ponus Avenue
 East along New Canaan Avenue to Norwalk River
 North along Norwalk River to Broad Street
 East along Broad Street to Main Street
 South along Main Street to Ward Street
 Southeast along Ward Street to Random Road
 Northeast along Random Road to Buttonball Trail
 Southeast along Buttonball Trail to Jarvis Street
 Northeast along Jarvis Street to West Rocks Road
 Southeast along West Rocks Road to Glendenning Street
 East along Glendenning Street to East Rocks Road
 North along East Rocks Road to Lane Road
 South along Lane Road to Cannon Street
 East along Cannon Street to Newtown Avenue
 North along Newtown Avenue to Roosevelt Street
 East along Roosevelt Street to Dry Hill Road
 South along Dry Hill Road to Westport Avenue
 Southwest along Westport Avenue to East Avenue
 South along East Avenue to Moodys Lane
 West along Moodys Lane and continuing west to the east shore of Norwalk River
 South along Norwalk River to 1-95
 West along 1-95 to Crescent Street overpass
 North along Crescent Street to a point due east of the Lockwood-Mathews Mansion Museum
 Due West to Connecticut Avenue
 Southwest along Connecticut Avenue to Clinton Avenue
 Northwest along Clinton Avenue to Phillips Street
 Southwest along Phillips Street to Ferris Avenue
 Northwest along Ferris Avenue to Benedict Street
 Southwest along Benedict Street to North Taylor Avenue
 Northwest and north along North Taylor Avenue to Fillow Street
 Northwest along Fillow Street to Stepping Stone Road
 North on Stepping Stone Road to Maher Drive
 North along Maher Drive to Eleanor Lane
 Northeast along Eleanor Lane to Beau Street
 Southeast along Beau Street to Ingleside Avenue
 East along Ingleside Avenue to Spring Hill Avenue
 North along Spring Hill Avenue to Ponus Avenue
 East along Ponus Avenue to Riverside Avenue & New Canaan Avenue & Ponus Avenue

District B

Starting at Wilson Avenue & Martin Luther King Drive
 North along Martin Luther King Drive to Taft Street
 West along Taft Street and continuing west to Conrail Railroad
 South along Conrail Railroad to a point east of Riordan Street
 West to Riordan Street
 West along Riordan Street to Bouton Street
 North along Bouton Street to Glasser Street
 North along Glasser Street to Soundview Avenue
 Northeast along Soundview Avenue to Arbor Drive
 North along Arbor Drive to Flax Hill Road
 West along Flax Hill Road to Woodlawn Avenue
 North along Woodlawn Avenue to McAllister Avenue
 West along McAllister Avenue to Richmond Hill Road
 North along Richmond Hill Road to Senga Road
 West along Senga Road to Scribner Avenue
 Northeast along Scribner Avenue to West Cedar Street
 Northeast along West Cedar Street to North Taylor Avenue
 South along North Taylor Avenue to Connecticut Avenue
 Northeast along Connecticut Avenue to a point due west of the Lockwood-Mathews Mansion Museum
 Due east to Crescent Street
 South along Crescent Street to 1-95 overpass
 East along 1-95 to Norwalk River

South along Norwalk River to New Canaan Avenue
 West along New Canaan Avenue to Ponus Avenue
 West along Ponus Avenue to Spring Hill Avenue
 South along Spring Hill Avenue to Ingleside Avenue
 West along Ingleside Avenue to Beau Street
 Northwest along Beau Street to Eleanor Lane
 Southwest along Eleanor Lane to Maher Drive
 South along Maher Drive to Stepping Stone Road
 South along Stepping Stone Road to Fillow Street
 West along Fillow Street to Hunters Lane
 North along Hunters Lane to Ponus Avenue
 West along Ponus Avenue to Styles Lane
 Northeast along Styles Lane to Glen Pines Lane
 North along Glen Pines Lane to Glen Avenue
 North along Glen Avenue to New Canaan Avenue
 West along New Canaan Avenue to Carter Street
 North along Carter Street to city boundary
 North, east, and south along city boundary to Murray Street
 West along Murray Street to Newtown Avenue
 South along Newtown Avenue to Newtown Avenue & Cannon Street

District E

Starting at Stepping Stone Road & Fillow Street
 Southeast along Fillow Street to North Taylor Avenue
 South along North Taylor Avenue to Benedict Street
 Northeast along Benedict Street to Ferris Avenue
 Southeast along Ferris Avenue to Phillips Street
 Northeast along Phillips Street to Clinton Avenue
 Southeast along Clinton Avenue to Connecticut Avenue
 West along Connecticut Avenue to North Taylor Avenue
 North along North Taylor Avenue to West Cedar Street
 Southwest along West Cedar Street to Scribner Avenue
 Southwest along Scribner Avenue to Senga Road
 East along Senga Road to Richmond Hill Road
 South along Richmond Hill Road to McAllister Avenue
 East along McAllister Avenue to Woodlawn Avenue
 South along Woodlawn Avenue to Flax Hill Road
 East along Flax Hill Road to Arbor Drive
 South along Arbor Drive to Soundview Avenue
 Southwest along Soundview Avenue to Glasser Street
 South along Glasser Street to Bouton Street
 South along Bouton Street to Riordan Street
 East along Riordan Street, then continuing east to Conrail Railroad
 North along Conrail Railroad to a point west of Taft Street
 East to Taft Street
 East along Taft Street to Martin Luther King Drive
 South along Martin Luther King Drive to Wilson Avenue
 Northeast on Wilson Avenue to a point west of the northern tip of the inlet
 East to northern tip of inlet
 South along inlet to a point southwest of Dock Road
 Northeast to Dock Road
 Northeast along Dock Road to Woodward Avenue
 Northeast along Woodward Avenue to Naromake Avenue
 Northeast along Naromake Avenue to Neptune Avenue
 Southeast to Norfolk Harbor
 East then southwesterly along Norfolk Harbor and Long Island Sound to city boundary
 North along city boundary to Carter Street
 South along Carter Street to New Canaan Avenue
 East along New Canaan Avenue to Glen Avenue
 South along Glen Avenue to Glen Pines Lane
 South along Glen Pines Lane to Styles Lane
 Southwest along Styles Lane to Ponus Avenue
 East along Ponus Avenue to Hunters Lane
 South along Hunters Lane to Fillow Street

South along Lane Road to Cannon Street
 East along Cannon Street to Newtown Avenue
 North along Newtown Avenue to Roosevelt Street
 East along Roosevelt Street to Dry Hill Road
 South along Dry Hill Road to Westport Avenue
 Southwest along Westport Avenue to East Avenue
 South along East Avenue to Moodys Lane
 West along Moodys Lane and continuing west to the east shore of Norwalk River
 South along Norwalk River to 1-95
 West along 1-95 to Crescent Street overpass
 North along Crescent Street to a point due east of the Lockwood-Mathews Mansion Museum
 Due West to Connecticut Avenue
 Southwest along Connecticut Avenue to Clinton Avenue
 Northwest along Clinton Avenue to Phillips Street
 Southwest along Phillips Street to Ferris Avenue
 Northwest along Ferris Avenue to Benedict Street
 Southwest along Benedict Street to North Taylor Avenue
 Northwest and north along North Taylor Avenue to Fillow Street
 Northwest along Fillow Street to Stepping Stone Road
 North on Stepping Stone Road to Maher Drive
 North along Maher Drive to Eleanor Lane
 Northeast along Eleanor Lane to Beau Street
 Southeast along Beau Street to Ingleside Avenue
 East along Ingleside Avenue to Spring Hill Avenue
 North along Spring Hill Avenue to Ponus Avenue
 East along Ponus Avenue to Riverside Avenue & New Canaan Avenue & Ponus Avenue

District B

Starting at Wilson Avenue & Martin Luther King Drive
 North along Martin Luther King Drive to Taft Street
 West along Taft Street and continuing west to Conrail Railroad
 South along Conrail Railroad to a point east of Riordan Street
 West to Riordan Street
 West along Riordan Street to Bouton Street
 North along Bouton Street to Glasser Street
 North along Glasser Street to Soundview Avenue
 Northeast along Soundview Avenue to Arbor Drive
 North along Arbor Drive to Flax Hill Road
 West along Flax Hill Road to Woodlawn Avenue
 North along Woodlawn Avenue to McAllister Avenue
 West along McAllister Avenue to Richmond Hill Road
 North along Richmond Hill Road to Senga Road
 West along Senga Road to Scribner Avenue
 Northeast along Scribner Avenue to West Cedar Street
 Northeast along West Cedar Street to North Taylor Avenue
 South along North Taylor Avenue to Connecticut Avenue
 Northeast along Connecticut Avenue to a point due west of the Lockwood-Mathews Mansion Museum
 Due east to Crescent Street
 South along Crescent Street to 1-95 overpass
 East along 1-95 to Norwalk River
 South along Norwalk River to Washington Street Bridge
 West along Washington Street Bridge to western shore of Norwalk River
 South along Norwalk River and Norwalk Harbor to a point southeast of Neptune Avenue & Naromake Avenue
 Northwest to Neptune Avenue & Naromake Avenue
 Southwest along Naromake Avenue to Woodward Avenue
 Southwest along Woodward Avenue to Dock Road
 Southwest along Dock Road to the end, then continuing southwest to inlet
 North along inlet to the end
 West to Wilson Avenue
 Southwest along Wilson Avenue to Wilson Avenue & Martin Luther King Drive

District C

Starting at Westport Avenue & East Avenue
 Northeast along Westport Avenue to Dry Hill Road
 North along Dry Hill Road to Roosevelt Street
 West along Roosevelt Street to Newtown Avenue
 North along Newtown Avenue to Murray Street
 Northeast along Murray Street to city boundary
 South along City Boundary to Long Island Sound
 West and north along Long Island Sound, Norfolk Harbor, and Norfolk River to a point west of Moodys Lane
 East to Moodys Lane
 East along Moodys Lane to East Avenue
 North along East Avenue to Westport Avenue & East Avenue

District D

Starting at Newtown Avenue & Cannon Street
 West along Cannon Street to Lane Road
 North along Lane Road to East Rocks Road
 South along East Rocks Road to Glendenning Street
 West along Glendenning Street to West Rocks Road
 Northwest along West Rocks Road to Jarvis Street
 Southwest along Jarvis Street to Buttonball Trail
 Northwest along Buttonball Trail to Random Road
 Southwest along Random Road to Ward Street
 Northwest along Ward Street to Main Street
 North along Main Street to Broad Street
 West along Broad Street to Norwalk River

Dated at Norwalk, Connecticut this 30th day of October 2024.

ATTEST: Irene Dixon, City Clerk

North along Glen Pines Lane to Glen Avenue
 North along Glen Avenue to New Canaan Avenue
 West along New Canaan Avenue to Carter Street
 North along Carter Street to city boundary
 North, east, and south along city boundary to Murray Street
 West along Murray Street to Newtown Avenue
 South along Newtown Avenue to Newtown Avenue & Cannon Street

District E

Starting at Stepping Stone Road & Fillow Street
 Southeast along Fillow Street to North Taylor Avenue
 South along North Taylor Avenue to Benedict Street
 Northeast along Benedict Street to Ferris Avenue
 Southeast along Ferris Avenue to Phillips Street
 Northeast along Phillips Street to Clinton Avenue
 Southeast along Clinton Avenue to Connecticut Avenue
 West along Connecticut Avenue to North Taylor Avenue
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 Southwest along Scribner Avenue to Senga Road
 East along Senga Road to Richmond Hill Road
 South along Richmond Hill Road to McAllister Avenue
 East along McAllister Avenue to Woodlawn Avenue
 South along Woodlawn Avenue to Flax Hill Road
 East along Flax Hill Road to Arbor Drive
 South along Arbor Drive to Soundview Avenue
 Southwest along Soundview Avenue to Glasser Street
 South along Glasser Street to Bouton Street
 South along Bouton Street to Riordan Street
 East along Riordan Street, then continuing east to Conrail Railroad
 North along Conrail Railroad to a point west of Taft Street
 East to Taft Street
 East along Taft Street to Martin Luther King Drive
 South along Martin Luther King Drive to Wilson Avenue
 Northeast on Wilson Avenue to a point west of the northern tip of the inlet
 East to northern tip of inlet
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 Northeast to Dock Road
 Northeast along Dock Road to Woodward Avenue
 Northeast along Woodward Avenue to Naromake Avenue
 Northeast along Naromake Avenue to Neptune Avenue
 Southeast to Norfolk Harbor
 East then southwesterly along Norfolk Harbor and Long Island Sound to city boundary
 North along city boundary to Carter Street
 South along Carter Street to New Canaan Avenue
 East along New Canaan Avenue to Glen Avenue
 South along Glen Avenue to Glen Pines Lane
 South along Glen Pines Lane to Styles Lane
 Southwest along Styles Lane to Ponus Avenue
 East along Ponus Avenue to Hunters Lane
 South along Hunters Lane to Fillow Street
 East along Fillow Street to Stepping Stone Road & Fillow Street

Each of the Districts are set forth on the map as follows.

City of Norwalk, CT, Redistricting 2024

Proposed Council Districts as approved by the Reapportionment Advisory Committee on 9-12-24



Legal Notice of Public Hearing

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- C. Interim Vacancies.** Any appointments for vacancies on the Council and Board of Education prior to the effective date shall be filled as set forth in the Charter in accordance with the district lines in effect prior to the effect of the 2024 Five-District Plan.
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District A

Starting at Riverside Avenue & New Canaan Avenue & Ponus Avenue
East along New Canaan Avenue to Norwalk River
North along Norwalk River to Broad Street

East along Broad Street to Main Street
South along Main Street to Ward Street
Southeast along Ward Street to Random Road
Northeast along Random Road to Buttonball Trail
Southeast along Buttonball Trail to Jarvis Street
Northeast along Jarvis Street to West Rocks Road
Southeast along West Rocks Road to Glendenning Street
East along Glendenning Street to East Rocks Road
North along East Rocks Road to Lane Road
South along Lane Road to Cannon Street
East along Cannon Street to Newtown Avenue
North along Newtown Avenue to Roosevelt Street
East along Roosevelt Street to Dry Hill Road
South along Dry Hill Road to Westport Avenue
Southwest along Westport Avenue to East Avenue
South along East Avenue to Moodys Lane
West along Moodys Land and continuing west to the east shore of Norwalk River
South along Norwalk River to I-95
West along I-95 to Crescent Street overpass
North along Crescent Street to a point due east of the Lockwood-Mathews Mansion Museum
Due West to Connecticut Avenue
Southwest along Connecticut Avenue to Clinton Avenue
Northwest along Clinton Avenue to Phillips Street
Southwest along Phillips Street to Ferris Avenue
Northwest along Ferris Avenue to Benedict Street
Southwest along Benedict Street to North Taylor Avenue
Northwest and north along North Taylor Avenue to Fillow Street
Northwest along Fillow Street to Stepping Stone Road
North on Stepping Stone Road to Maher Drive
North along Maher Drive to Eleanor Lane
Northeast along Eleanor Lane to Beau Street
Southeast along Beau Street to Ingleside Avenue
East along Ingleside Avenue to Spring Hill Avenue
North along Spring Hill Avenue to Ponus Avenue
East along Ponus Avenue to Riverside Avenue & New Canaan Avenue & Ponus Avenue

District B

Starting at Wilson Avenue & Martin Luther King Drive
North along Martin Luther King Drive to Taft Street
West along Taft Street and continuing west to Conrail Railroad
South along Conrail Railroad to a point east of Riordan Street
West to Riordan Street
West along Riordan Street to Bouton Street
North along Bouton Street to Glasser Street

North along Glasser Street to Soundview Avenue
 Northeast along Soundview Avenue to Arbor Drive
 North along Arbor Drive to Flax Hill Road
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 West along McAllister Avenue to Richmond Hill Road
 North along Richmond Hill Road to Senga Road
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 South along Norwalk River and Norwalk Harbor to a point southeast of Neptune Avenue
 & Naromake Avenue
 Northwest to Neptune Avenue & Naromake Avenue
 Southwest along Naromake Avenue to Woodward Avenue
 Southwest along Woodward Avenue to Dock Road
 Southwest along Dock Road to the end, then continuing southwest to inlet
 North along inlet to the end
 West to Wilson Avenue
 Southwest along Wilson Avenue to Wilson Avenue & Martin Luther King Drive

District C

Starting at Westport Avenue & East Avenue
 Northeast along Westport Avenue to Dry Hill Road
 North along Dry Hill Road to Roosevelt Street
 West along Roosevelt Street to Newtown Avenue
 North along Newtown Avenue to Murray Street
 Northeast along Murray Street to city boundary
 South along City Boundary to Long Island Sound
 West and north along Long Island Sound, Norfolk Harbor, and Norfolk River to a point
 west of Moodys Lane
 East to Moodys Lane
 East along Moodys Lane to East Avenue
 North along East Avenue to Westport Avenue & East Avenue

District D

Starting at Newtown Avenue & Cannon Street
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 North along Lane Road to East Rocks Road

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West along Glendenning Street to West Rocks Road
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Southwest along Random Road to Ward Street
Northwest along Ward Street to Main Street
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Northeast along Styles Lane to Glen Pines Lane
North along Glen Pines Lane to Glen Avenue
North along Glen Avenue to New Canaan Avenue
West along New Canaan Avenue to Carter Street
North along Carter Street to city boundary
North, east, and south along city boundary to Murray Street
West along Murray Street to Newtown Avenue
South along Newtown Avenue to Newtown Avenue & Cannon Street

District E

Starting at Stepping Stone Road & Fallow Street
Southeast along Fallow Street to North Taylor Avenue
South along North Taylor Avenue to Benedict Street
Northeast along Benedict Street to Ferris Avenue
Southeast along Ferris Avenue to Phillips Street
Northeast along Phillips Street to Clinton Avenue
Southeast along Clinton Avenue to Connecticut Avenue
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East along Taft Street to Martin Luther King Drive
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East to northern tip of inlet
South along inlet to a point southwest of Dock Road
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Northeast along Dock Road to Woodward Avenue
Northeast along Woodward Avenue to Naromake Avenue
Northeast along Naromake Avenue to Neptune Avenue
Southeast to Norfolk Harbor
East then southwesterly along Norfolk Harbor and Long Island Sound to city boundary
North along city boundary to Carter Street
South along Carter Street to New Canaan Avenue
East along New Canaan Avenue to Glen Avenue
South along Glen Avenue to Glen Pines Lane
South along Glen Pines Lane to Styles Lane
Southwest along Styles Lane to Ponus Avenue
East along Ponus Avenue to Hunters Lane
South along Hunters Lane to Fallow Street
East along Fallow Street to Stepping Stone Road & Fallow Street

Each of the Districts are set forth on the map as follows.

Dated at Norwalk, Connecticut this _____ day of October 2024.

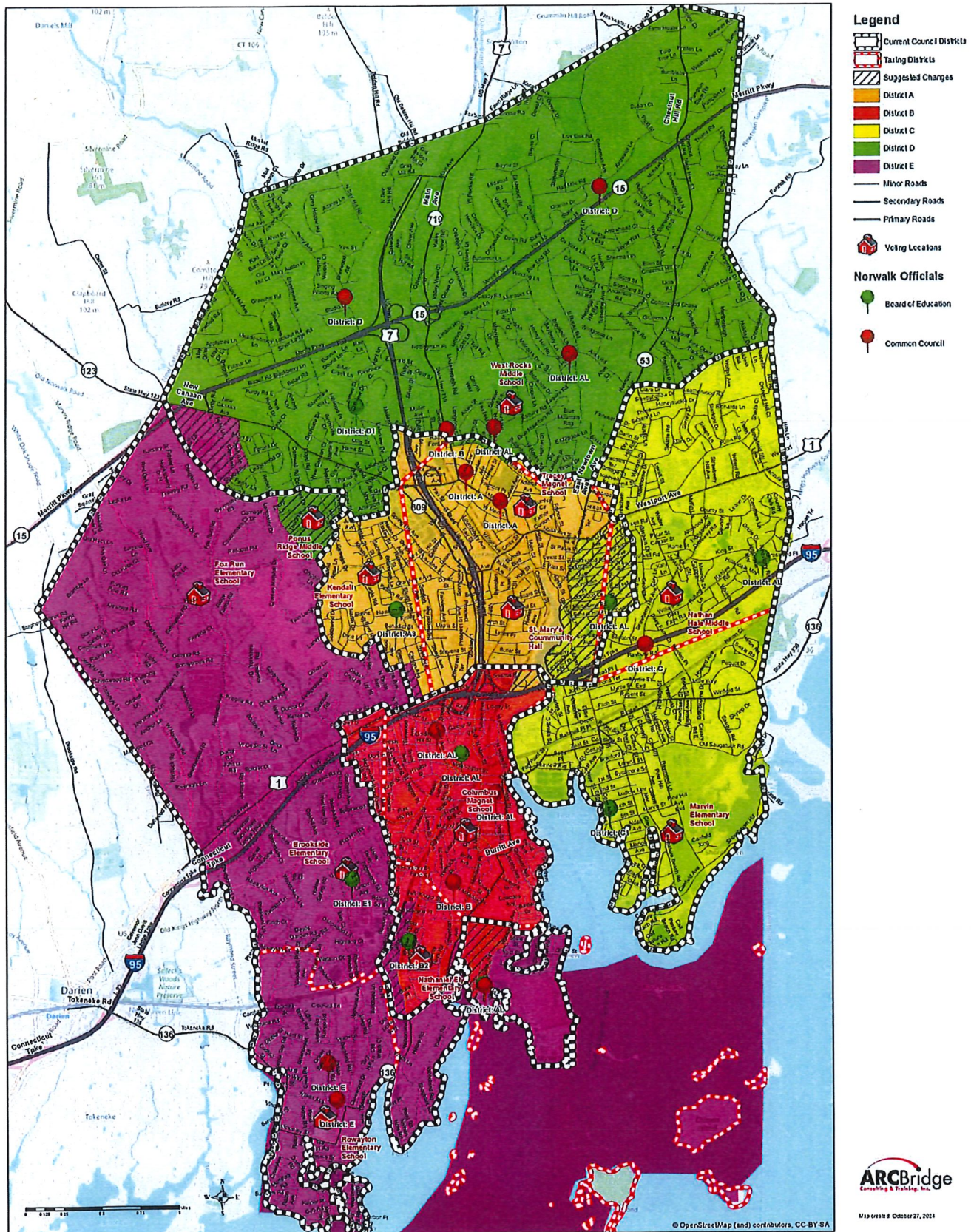
ATTEST: _____

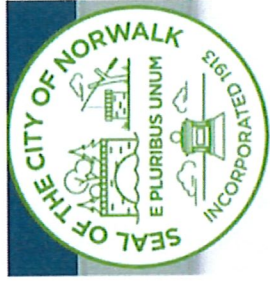
Irene Dixon, City Clerk

THE HOUR: Please publish once on Friday, November 1, 2024

City of Norwalk CT, Redistricting 2024

Proposed Council Districts as approved by the
Reapportionment Advisory Committee on 9-12-24





City of Norwalk CT - Redistricting 2024 Proposed Plan as accepted by the Redistricting Advisory Committee on 9-12-24

For Public Hearing on 9/25/24



Project Requirements

Evaluate the Common Council district boundaries to ensure that they meet the requirements of law, as stated in City Ordinance and, if necessary based solely upon those requirements, to assist the City in developing new district boundaries.

Ord. 9-26 entitled “**Standards Pertaining to Reapportionment**,” reads as follows: “The reapportionment of Council Districts shall conform to federal and state constitutional standards and statutory requirements. Accordingly, the Council Districts shall be: A. of substantially equal population; and, B. to the extent possible consistent with the preceding, established in compact and contiguous form following geographical divisions, considering communities of interest and historical boundary lines and shall further use best efforts to include the boundary lines of the Taxing Districts as defined in the Charter within a single Council District where practicable; and, C. to the extent possible consistent with the preceding, established in accordance with the requirements of C.G.S. §9-169f.”

Redistricting Requirements as per the Voting Rights Act & the City Ordinance

Population Equality – All districts will be drawn such that they are as equal in population as possible. *Ideally the Maximum Deviation should be under 10%*

Compact & Contiguous – The districts should be compact and contiguous. Use Census blocks to build districts

Fair Representation of Minorities – As per Voting Rights Act, Minority vote will not be diluted. Minority populations will be fairly represented such that minorities will not be packed into a district or cracked into more than one district to dilute the minority voting power.

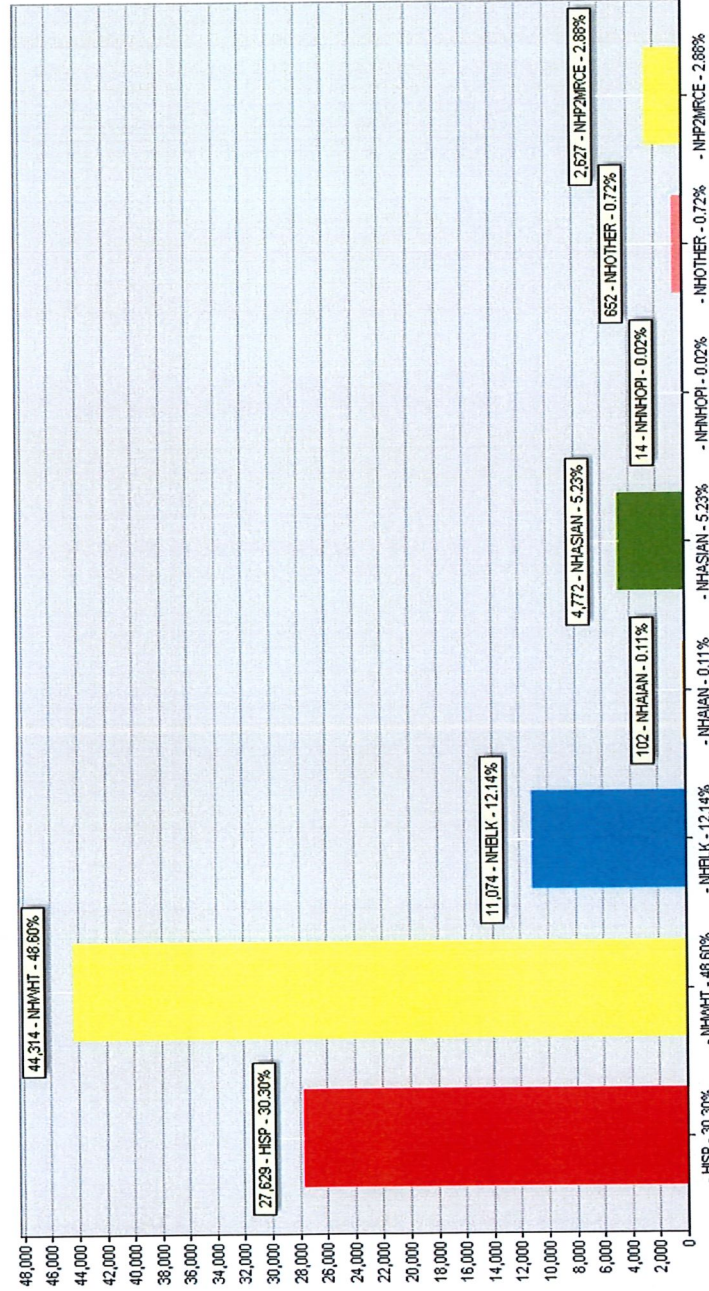
Communities of Interest – Communities of Interests will be identified and all attempts will be made to keep them in one district as long as the population and other criteria are met. Attempts will be made to avoid splitting neighborhoods, where possible, without violating other requirements.

Historical Boundary Lines - Consider historical boundary lines

Taxing Districts - Use best efforts to include the boundary lines of the Taxing Districts as defined in the Charter within a single Council District *where practicable*

CTVRA - Compliance with VRA & CTVRA Requirements

Population for the City of Norwalk as per - Census 2021 PL94-171 Data



Total Population		
HISPANIC	27,629	30.30%
NH WHITE	44,314	48.60%
NHBLACK	11,074	12.14%
NHAIAN	102	0.11%
NHASIAN	4,772	5.23%
NHNHOPI	14	0.02%
NHOTHER	652	0.72%
NHP2+RACES	2,627	2.88%
	91,184	100.00%

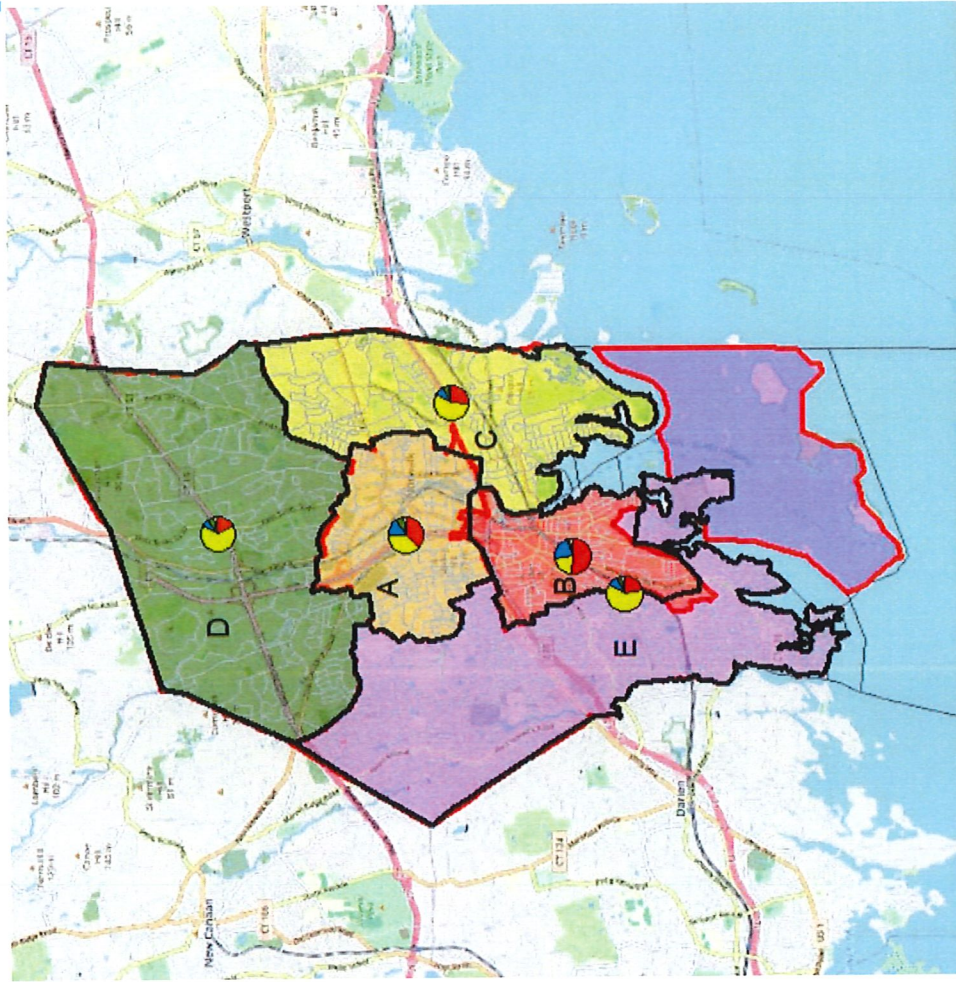
Voting Age Population		
HISPANIC	19,680	27.08%
NH WHITE	38,163	52.51%
NHBLACK	8,760	12.05%
NHAIAN	77	0.11%
NHASIAN	3,900	5.37%
NHNHOPI	11	0.02%
NHOTHER	411	0.57%
NHP2+RACES	1,680	2.31%
	72,682	100.00%

NH – Non-Hispanic

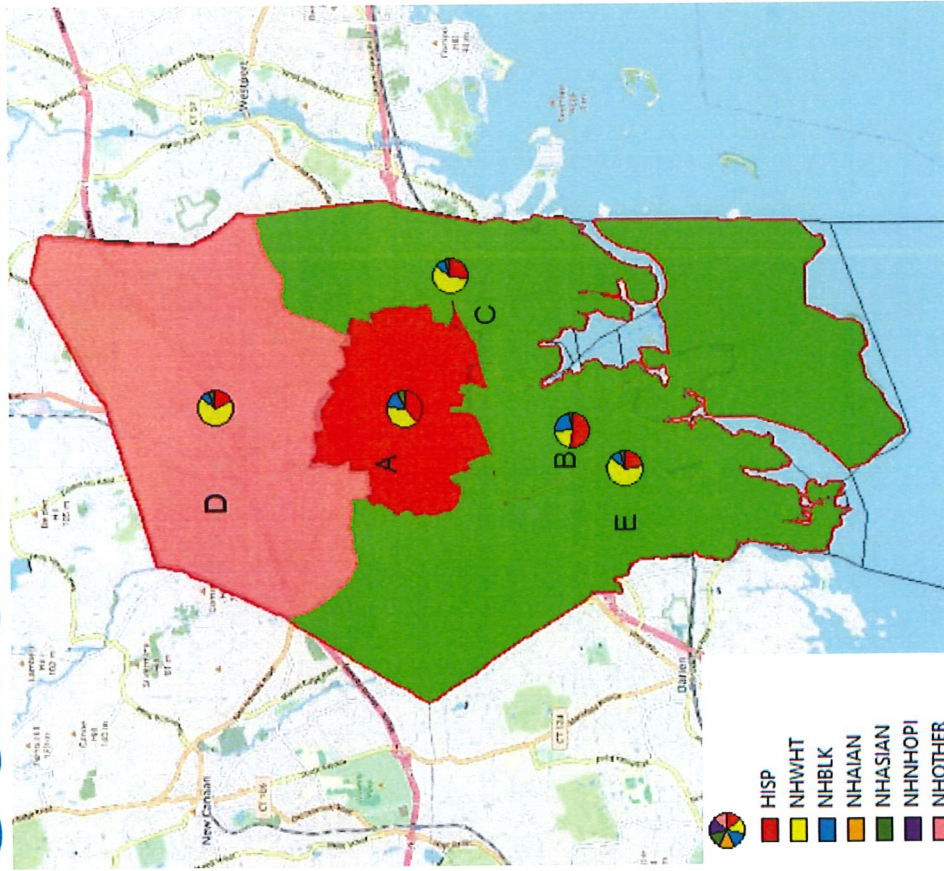
NHP2+Races – Persons of 2 or more races

Non-Hispanic versions of race are used to avoid double counting of Hispanic population

Current Districts with 2020 Census Population



Current Districts



Districts in Green have less population and Districts in Red have more population as compared to the ideal/average population

District A has the most population

District C has the least population

We need to balance the population and get a Maximum Deviation under 10%

Maximum Deviation is the difference between the most and the least populated district

The current Maximum Deviation is **18.86%**

The current district boundaries are not aligned with census blocks

Current Districts-Total Population By Race

	Hispanic	NH White	NH Black	NH AIAN	NH Asian	NH NHOPI	NH Other	NH - 2+ Race	Total
A	7,360	7,653	3051	31	1383	2	177	570	20,227
B	9,038	3,896	3790	34	622	4	135	444	17,963
C	4,300	9,728	1360	5	830	5	96	464	16,788
D	3,084	12,356	1252	16	1095	1	120	570	18,494
E	3,847	10,681	1621	16	842	2	124	579	17,712
									91,184
Racial Ethnic Composition of Each District %									
	Hispanic%	NH White%	NH Black%	NH AIAN%	NH Asian%	NH NHOPI %	NH Other%	NH - 2+ Race%	Total
A	36.39%	37.84%	15.08%	0.15%	6.84%	0.01%	0.88%	2.82%	100.00%
B	50.31%	21.69%	21.10%	0.19%	3.46%	0.02%	0.75%	2.47%	100.00%
C	25.61%	57.95%	8.10%	0.03%	4.94%	0.03%	0.57%	2.76%	100.00%
D	16.68%	66.81%	6.77%	0.09%	5.92%	0.01%	0.65%	3.08%	100.00%
E	21.72%	60.30%	9.15%	0.09%	4.75%	0.01%	0.70%	3.27%	100.00%

Districts A & B are Minority Majority District; District B is a Hispanic Majority District; Districts C, D and E are NH White Majority Districts

Current Districts-Total Voting Population By Race

	Hispanic	NH White	NH Black	NH AIAN	NH Asian	NH NHOPI	NH Other	NH - 2+ Race	Total
A	5,350	6,772	2,420	24	1,132	2	116	396	16,212
B	6,305	3,498	2,977	26	517	3	93	292	13,711
C	3,048	8,428	1,085	2	675	5	59	307	13,609
D	2,252	10,661	1,007	14	906	1	68	341	15,250
E	2,725	8,804	1,271	11	670	0	75	344	13,900
									72,682
Racial Ethnic Composition of Each District %									
	Hispanic%	NH White%	NH Black%	NH AIAN%	NH Asian%	NH NHOPI %	NH Other%	NH - 2+ Race%	Total
A	33.00%	41.77%	14.93%	0.15%	6.98%	0.01%	0.72%	2.44%	100.00%
B	45.98%	25.51%	21.71%	0.19%	3.77%	0.02%	0.68%	2.13%	100.00%
C	22.40%	61.93%	7.97%	0.01%	4.96%	0.04%	0.43%	2.26%	100.00%
D	14.77%	69.91%	6.60%	0.09%	5.94%	0.01%	0.45%	2.24%	100.00%
E	19.60%	63.34%	9.14%	0.08%	4.82%	0.00%	0.54%	2.47%	100.00%

District A & B are Minority Majority District; Districts C, D and E are NH White Majority Districts

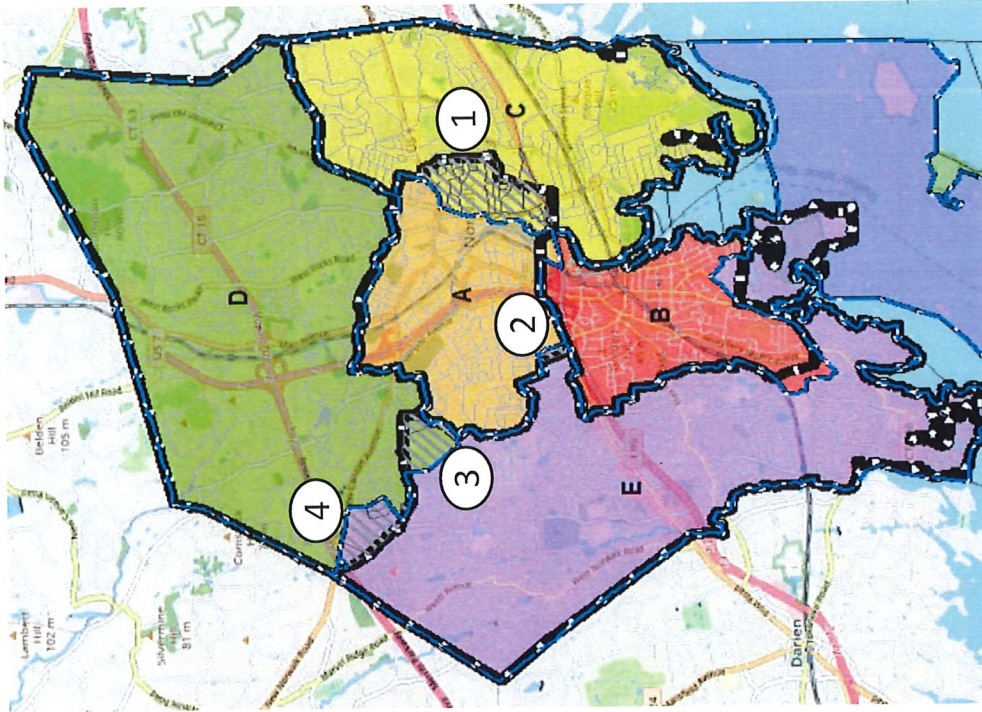
Proposed Council Districts

The Maximum Deviation is 3.66%

4 Proposed Changes

1. A to C
2. A to E
3. E to D
4. D to E

Other Changes due to Taxing Districts
A-D, E-B



Proposed Districts -Total Population By Race

	Hispanic	NH White	NH Black	NH AIAN	NH Asian	NH NHOPI	NH Other	NH - 2+ Race	Total
A	6,816	6,399	2861	30	1252	2	165	530	18,055
B	9,038	3,896	3790	34	622	4	135	444	17,963
C	4,699	10,866	1508	6	936	5	107	503	18,630
D	3,133	12,324	1293	16	1094	1	120	579	18,560
E	3,943	10,829	1622	16	868	2	125	571	17,976
									91,184
Racial Ethnic Composition of Each District %									
	Hispanic%	NH White%	NH Black%	NH AIAN%	NH Asian%	NH NHOPI %	NH Other%	NH - 2+ Race%	Total
A	37.75%	35.44%	15.85%	0.17%	6.93%	0.01%	0.91%	2.94%	100.00%
B	50.31%	21.69%	21.10%	0.19%	3.46%	0.02%	0.75%	2.47%	100.00%
C	25.22%	58.33%	8.09%	0.03%	5.02%	0.03%	0.57%	2.70%	100.00%
D	16.88%	66.40%	6.97%	0.09%	5.89%	0.01%	0.65%	3.12%	100.00%
E	21.93%	60.24%	9.02%	0.09%	4.83%	0.01%	0.70%	3.18%	100.00%

Districts A & B are Minority Majority District; District B is a Hispanic Majority District; Districts C, D and E are NH White Majority Districts

Proposed Districts-Total Voting Population By Race

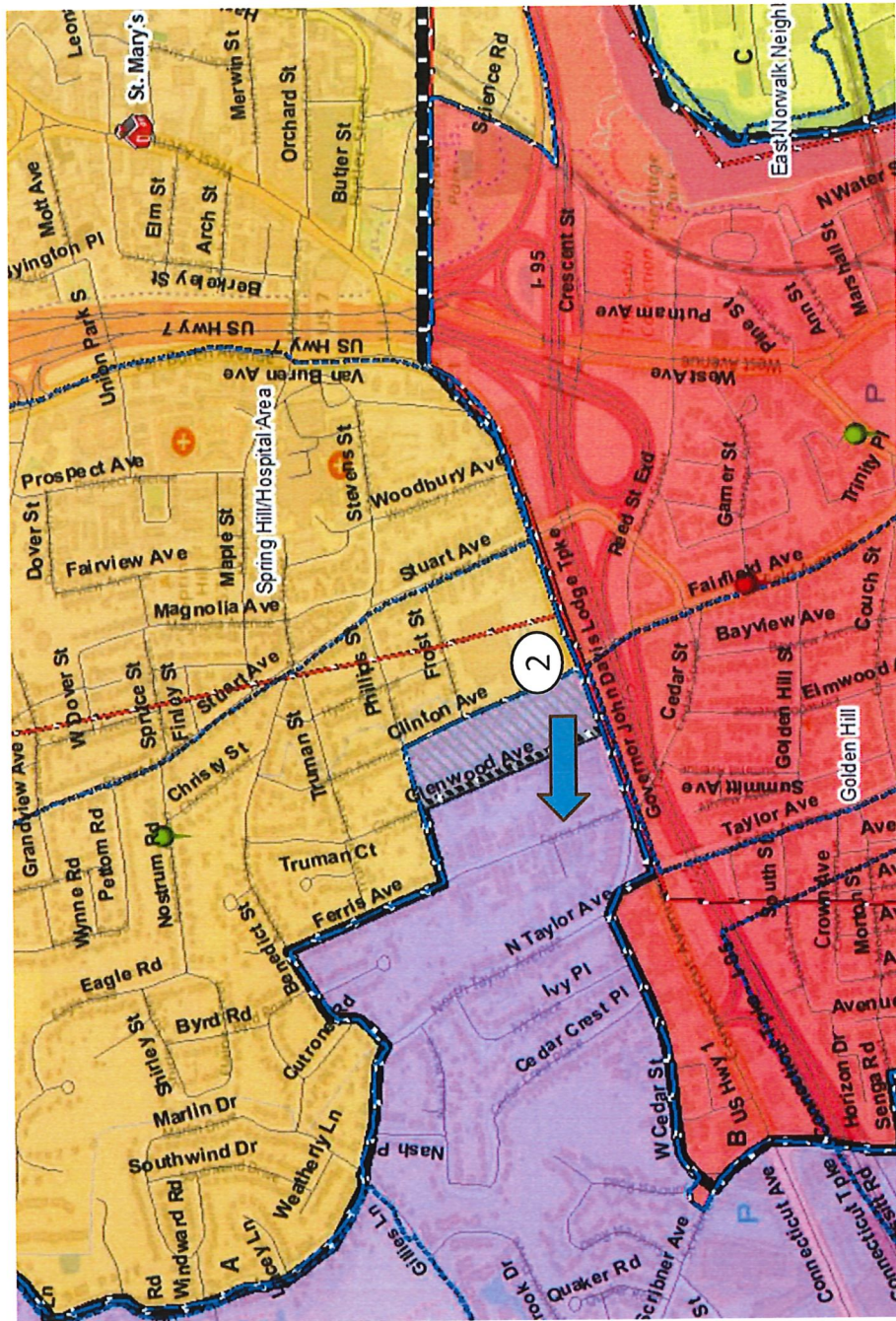
	Hispanic	NH White	NH Black	NH AIAN	NH Asian	NH NHOPI	NH Other	NH - 2+ Race	Total
A	4,970	5666	2284	23	1013	2	112	372	14,442
B	6,305	3,498	2977	26	517	3	93	292	13,711
C	3,323	9,424	1193	3	769	5	63	330	15,110
D	2,297	10,631	1043	14	902	1	68	346	15,302
E	2,785	8,944	1263	11	699	0	75	340	14,117
									72,682
Racial Ethnic Composition of Each District %									
	Hispanic%	NH White%	NH Black%	NH AIAN%	NH Asian%	NH NHOPI %	NH Other%	NH - 2+ Race%	Total
A	34.41%	39.23%	15.81%	0.16%	6.18%	272.31%	0.54%	30.11%	398.76%
B	45.98%	25.51%	21.71%	0.19%	3.77%	0.02%	0.68%	2.13%	100.00%
C	21.99%	62.37%	7.90%	0.02%	5.09%	0.03%	0.42%	2.18%	100.00%
D	15.01%	69.47%	6.82%	0.09%	5.89%	0.01%	0.44%	2.26%	100.00%
E	19.73%	63.36%	8.95%	0.08%	4.95%	0.00%	0.53%	2.41%	100.00%

District A & B are Minority Majority District; Districts C, D and E are NH White Majority Districts

[illegible]

This area has a population of 1,682 and a Voting Age Population of 1,393. 62% of the total population is NH White

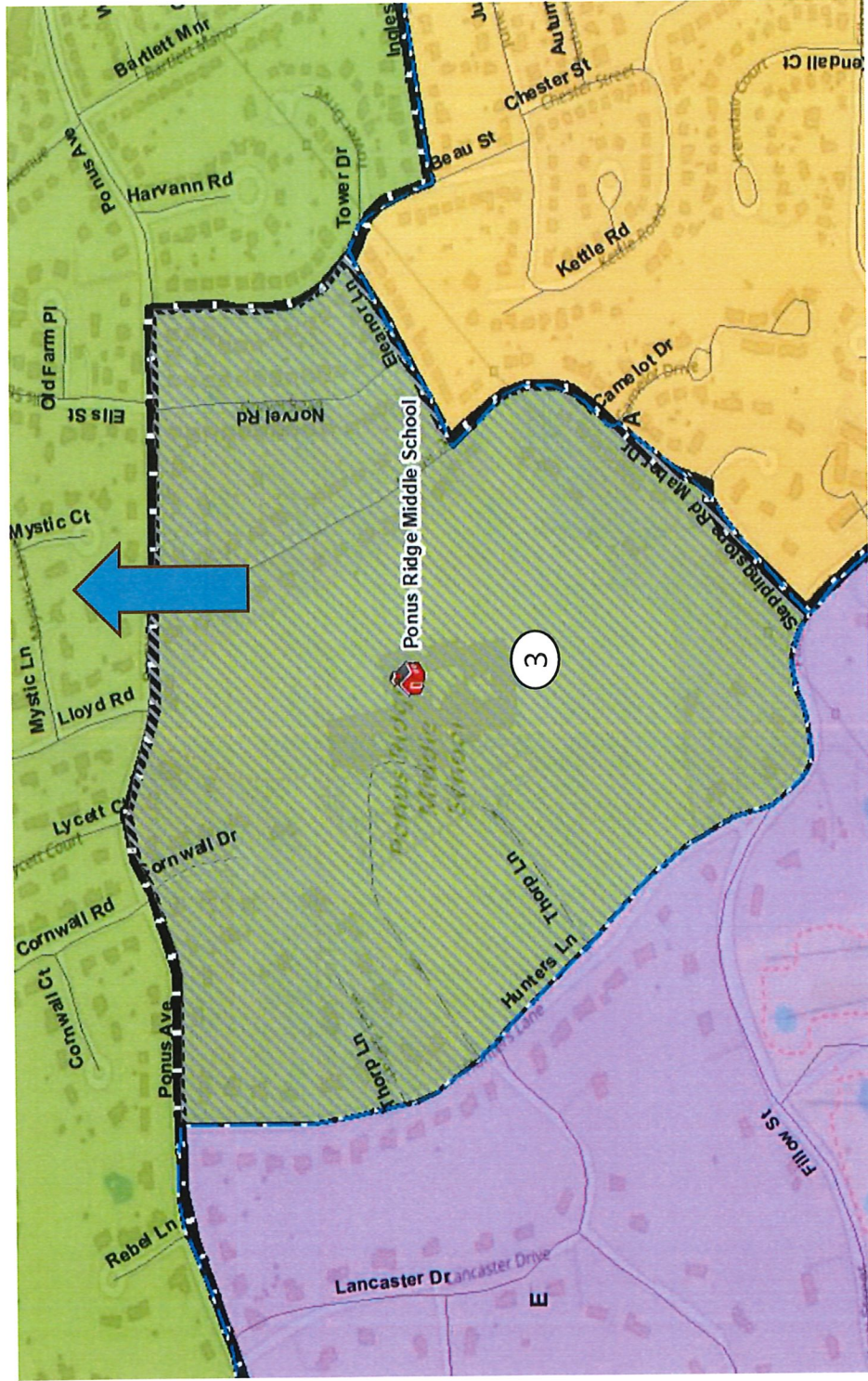
Change 2 – From District A to District E



From Phillips Street to
Glenwood Ave to
Connecticut Ave to
Clinton Ave currently
in District A is now
assigned to District E

This area has a
population of 330 and
a Voting Age
Population of 105.
35% population is NH
White.

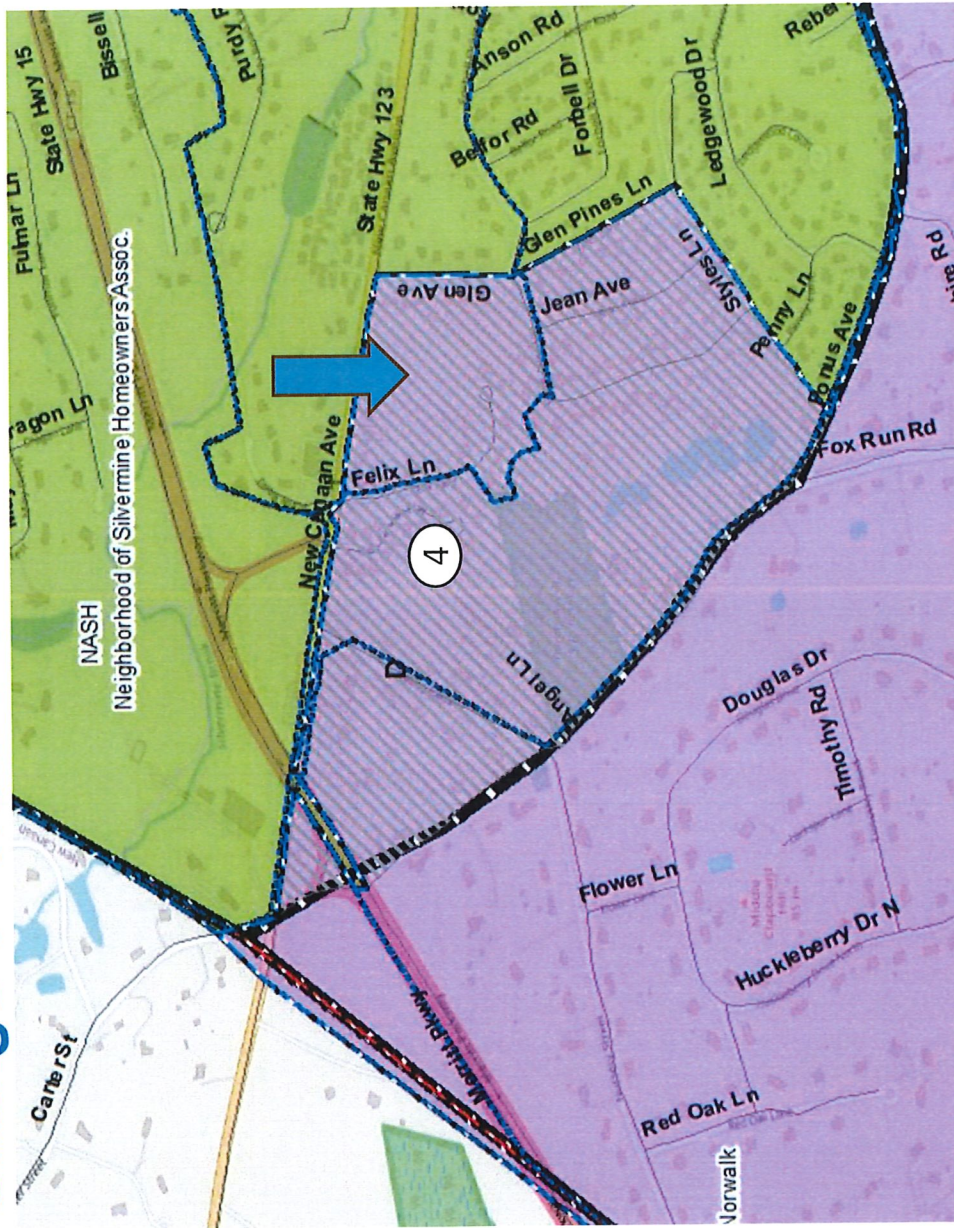
Change 3 – From District E to District D



From Ponus Ave in the North to Hunters Ln, to Stepping Stone Rd, Maher Rd, Elanor Rd, Beau St to Ponus Ave, currently in District E is now assigned to District D. This area has Ponus Ridge Middle School, a polling place used by District D

This area has a population of 351 and a Voting Age Population of 293. 55% population is NH White.

Change 4 – From District D to District E



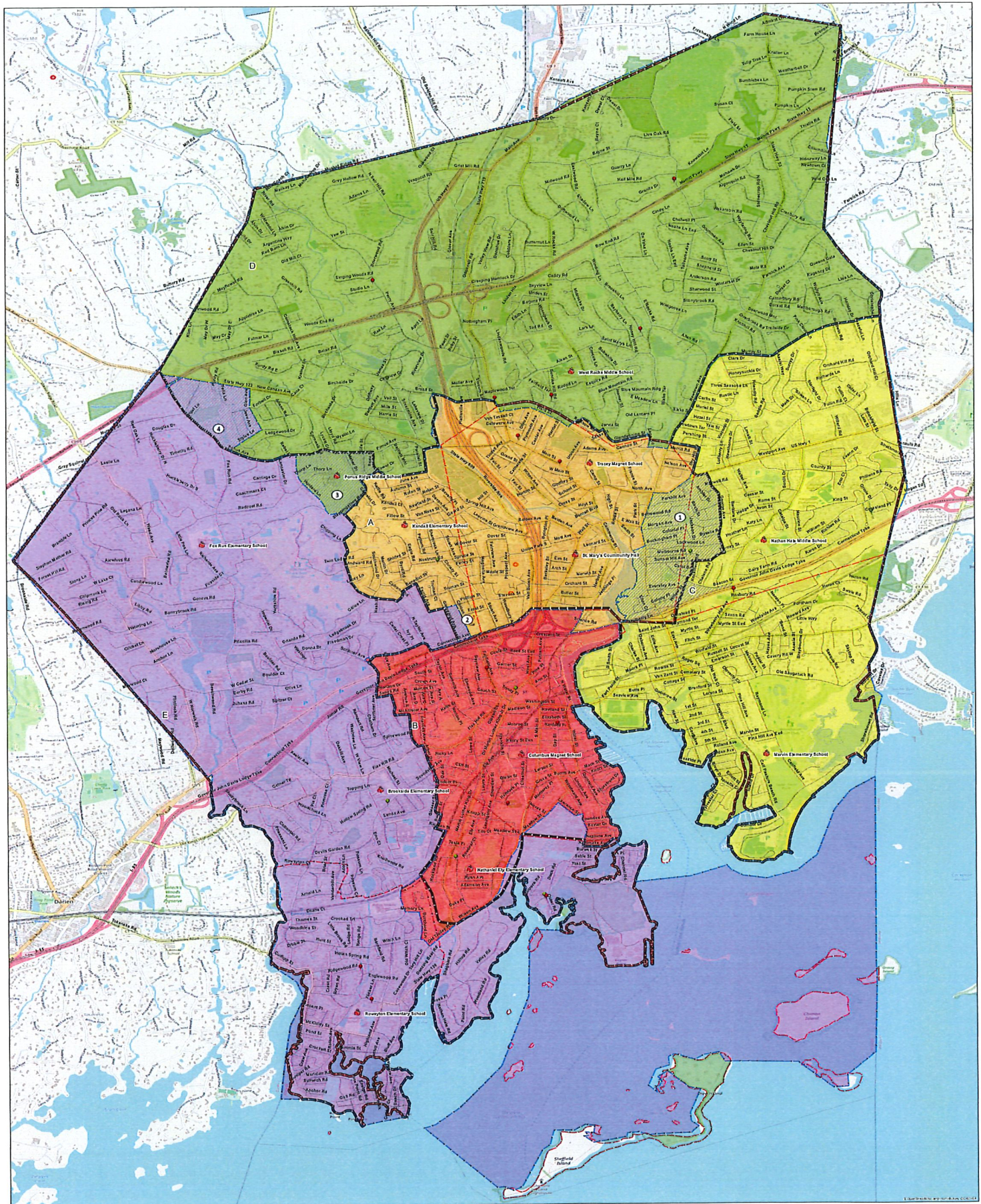
From New Canaan Ave in the north to Ponus Ave, to Styles Ln, Glen Pines Ln, Glen Ave, and back to New Canaan Ave, currently in D is now being assigned to E.

This area has a population of 285 and a Voting Age Population of 241. 79% population is NH White.

Thank You

City of Norwalk - Proposed Plan

Accepted by the Redistricting Advisory Committee on 9-12-24



Legend

- Norwalk Voting Locations
- Norwalk Officials
- Board of Education
- Common Council
- Proposed Districts
- Suggested Changes
- Taxing Districts
- Current Council Districts

0 0.5 1 2 Miles





October 4, 2024

The Honorable Harry W. Rilling, Mayor
and Members of the Common Council
Norwalk City Hall
Norwalk, Connecticut

Re: Reapportionment Advisory Committee Recommendations

Honorable Mayor and Common Council Members:

The Reapportionment Advisory Committee requests the City of Norwalk's Common Council consider the following recommendations:

- Implement a procedure for review of districts on a ten-year basis utilizing the most currently available Census data.
- Reapportionment should be done every ten years on the US decennial census timetable.
- The census data will be released in 2031. We will get the state redistricting information in late 2031 or early 2032.
- The new state legislative precinct map is expected to be adopted in early 2032. Then, in the past, it has usually taken a couple of months to make the corrections for every residence.
- In the past that has been, basically, full time work over those two or three months.
- By 2032 the addresses in Norwalk are supposed to be in the state system with GPS locations, which would speed up the process (at least in theory).
- The city reapportionment should be done in 2032, in time for the 2033 Municipal election.

Public Comment regarding the following:

**Reapportionment Advisory Committee's
Proposed Plan, Map and Letter**

Candela, Brian

From: DeLuca, Michele
Sent: Wednesday, October 30, 2024 10:41 AM
To: Candela, Brian
Cc: Byrd, Dilene
Subject: FW: District A reapportionment

This is the first of the 2 public comments that were received for the 10/24 PS&GG meeting
Thank you

Michele DeLuca
Deputy Director, Emergency Management
Norwalk Fire Department
121 Connecticut Ave. Norwalk. CT 06854
W) 203-854-0238
C) 203-722-1928
mdeluca@norwalkct.gov

****Please note we have changed from a .ORG to .GOV address. Please update any contact information you have from mdeluca@norwalkct.org to mdeluca@norwalkct.gov ****

From: Candela, Brian <bcandela@norwalkct.gov>
Sent: Wednesday, October 23, 2024 2:50 PM
To: Young, Darlene <Dyoung@norwalkct.gov>; DeLuca, Michele <MDeLuca@norwalkct.gov>; Sead, Jalin <councilmemberSead@norwalkct.gov>; Livingston, Thomas P. <tplivingston@norwalkct.gov>
Cc: Candela, Brian <bcandela@norwalkct.gov>
Subject: FW: District A reapportionment

Michele,

Enclosed please find a comment concerning the reapportionment advisory committee for your review.

Brian Candela
Assistant Corporation Counsel
City of Norwalk
125 East Avenue
Norwalk, CT 06851
General: (203) 854-7750
Direct Dial: (203) 854-7295
Fax: (203) 854-7901
Website: <https://www.norwalkct.gov/>
Email: bcandela@norwalkct.gov



From: Livingston, Thomas P. <tplivingston@norwalkct.gov>
Sent: Wednesday, October 23, 2024 2:48 PM

To: Tod Bryant <todbryant23@gmail.com>; Rilling, Harry <hrilling@norwalkct.gov>
Cc: Candela, Brian <bcandela@norwalkct.gov>
Subject: RE: District A reapportionment

Tod,

Thank you for your comments. As this is a Council matter, I am forwarding your email to Darlene Young, Council President.

Tom

From: Tod Bryant <todbryant23@gmail.com>
Sent: Wednesday, October 23, 2024 10:55 AM
To: Rilling, Harry <hrilling@norwalkct.gov>; Livingston, Thomas P. <tplivingston@norwalkct.gov>
Subject: District A reapportionment

CAUTION: EXTERNAL Email: Don't open links or attachments from untrusted senders

Mayor Rilling and Mr. Livingston,

The Norwalk Preservation Trust strongly supports keeping the center of District A intact. It is the historic center of the old Borough of Norwalk and should not be politically divided. This area includes The Norwalk Green and its surroundings, including the Norwalk Green Historic District, the Norwalk Historical Society's Town House (a former city hall) at Mill Hill Historic Park and two historic churches. It also includes the boundaries of the First Taxing District, which was created in the 1913 consolidation. This part of central Norwalk was the Borough of Norwalk from 1836 until incorporation as the first City of Norwalk in 1893. In 1913 the separate cities of Norwalk and South Norwalk, as well as the unincorporated portions of the Town of Norwalk consolidated to form the current City of Norwalk.

Dividing this historic area into two Council Districts serves no purpose. It would complicate the city's governance by having each half of this cohesive area represented by different councilmembers. It would also put the First Taxing District, a remnant of the old City of Norwalk, into two districts. This division would make it difficult for citizens of those districts to knowledgeably vote for First Taxing District candidates for its governing body. **The plan proposed by Registrar of Voters Stuart Wells accomplishes the goals of redistricting without this disruptive division.** His deep knowledge of Norwalk and its voting districts far exceeds that of any consultant. He has taken not only the practical aspects of population, but also Norwalk's history into account in his plan. We are amazed and distressed that his recommendations are ignored. We urge you to follow Mr. Wells' plan to redistrict appropriately and to respect our own history.

Candela, Brian

From: DeLuca, Michele
Sent: Wednesday, October 30, 2024 10:42 AM
To: Candela, Brian
Cc: Byrd, Dilene
Subject: FW: Reapportionment / Norwalk Green Historic District

This the 2nd public comment that was received for the 10/24 PS&GG meeting

Michele DeLuca
Deputy Director, Emergency Management
Norwalk Fire Department
121 Connecticut Ave. Norwalk. CT 06854
W) 203-854-0238
C) 203-722-1928
mdeluca@norwalkct.gov

****Please note we have changed from a .ORG to .GOV address. Please update any contact information you have from mdeluca@norwalkct.org to mdeluca@norwalkct.gov ****

From: Dixon, Irene <idxon@norwalkct.gov>
Sent: Thursday, October 24, 2024 5:05 PM
To: Goldstein, Josh <councilmemberGoldstein@norwalkct.gov>; Sead, Jalin <councilmemberSead@norwalkct.gov>; Ayers, Nicol <NAyers@norwalkct.gov>; Eaddy, Nicol   <CouncilMemberNEaddy@norwalkct.gov>; Frayer, James <councilmemberFrayer@norwalkct.gov>; Sutton, Douglas <councilmemberSutton@norwalkct.gov>; Dunn, Heather <councilmemberDunn@norwalkct.gov>
Cc: DeLuca, Michele <MDeLuca@norwalkct.gov>
Subject: FW: Reapportionment / Norwalk Green Historic District

Good evening,

I hope this finds all of you well.

Please see email below regarding the redistricting item on the Public Safety and General Government meeting tonight.

Thank you,

Irene T. Dixon
City Clerk
Municipal Veterans Service Liaison
City of Norwalk
125 East Avenue, Norwalk, CT 06856-5125
Phone: 203-854-7704 Fax: 203-854-7939



From: Livingston, Thomas P. <tplivingston@norwalkct.gov>
Sent: Thursday, October 24, 2024 4:55 PM
To: Bradford Craighead <bradfordcraighead@hotmail.com>; Rilling, Harry <hrilling@norwalkct.gov>
Cc: Dixon, Irene <idixon@norwalkct.gov>; Sead, Jalin <councilmemberSead@norwalkct.gov>; Ayers, Nicol <NAyers@norwalkct.gov>; Tracy 24 Greene <tracycraighead@hotmail.com>
Subject: RE: Reapportionment / Norwalk Green Historic District

Brad/Tracy,

Thank you for your email. As this is a Council matter, I am forwarding it on to Darlene Young, Council President, and Brian Candela, Assistant Corporation Counsel, for consideration.

Tom

From: Bradford Craighead <bradfordcraighead@hotmail.com>
Sent: Thursday, October 24, 2024 4:50 PM
To: Rilling, Harry <hrilling@norwalkct.gov>; Livingston, Thomas P. <tplivingston@norwalkct.gov>
Cc: Dixon, Irene <idixon@norwalkct.gov>; Sead, Jalin <councilmemberSead@norwalkct.gov>; Ayers, Nicol <NAyers@norwalkct.gov>; Tracy 24 Greene <tracycraighead@hotmail.com>
Subject: Reapportionment / Norwalk Green Historic District

CAUTION: EXTERNAL Email: Don't open links or attachments from untrusted senders

As the proprietors of Norwalk Green Living, my wife Tracy and I own six properties located on and around The Norwalk Green and manage about 40 different residential and commercial tenants.

We are also founders of the Norwalk Green Association, a neighborhood activist group that works with our key stakeholders to build community, promote cultural events and advocate for pedestrian safety, mobility and connectivity in Norwalk.

As appealing as it may be to effectively double our representation within the Common Council - by dividing up the core of our neighborhood into two districts - our conclusion is that we strongly support the alternative "Wells Plan".

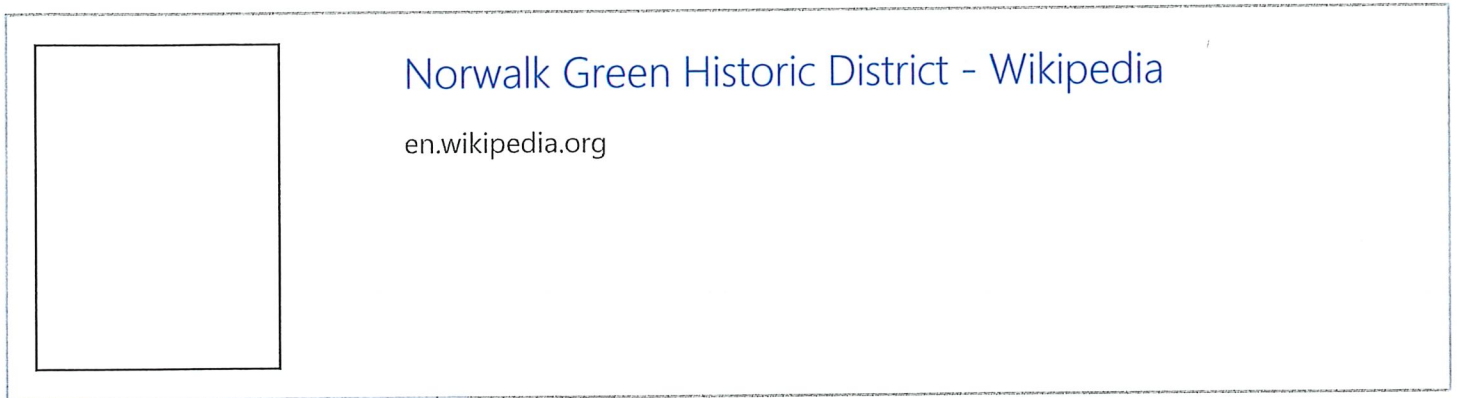
Proposed by Registrar of Voters Stuart Wells and recommended by the First Taxing District's Chair Elsa Obuchowski, the Wells Plan would preserve the geographic footprint of the Norwalk Green Historic within District A - an area that contains many of Norwalk's most iconic symbols: Morgan Avenue, the First Congregational Church, St. Paul's on The Green and Mill Hill Historic Park.

Listed on the National Register of Historic Places since 1987, the Norwalk Green Historic District contains 54 contributing buildings and 3 contributing sites which includes all of the areas listed above, including the Norwalk Green's Gazebo.

Norwalk is extremely fortunate to have a Historic District that is so rich in history and contains such a plentiful range of architectural gems, clearly we all need to work together to raise awareness about this special area because it's unique and designated status did not seem to be sufficiently considered as part of the reapportionment studies.

In recent years, the Norwalk Green Historic District has experienced a dramatic revitalization that has attracted thousands of visitors to the area - led by events hosted by the First Taxing District and the City of Norwalk, including Earth Day. Located at Norwalk's geographic center, and clearly a destination for many visitors, the District serves as a gateway to Wall Street for pedestrians - anything that would potentially divide the neighborhood and compromise the ongoing community building substantially warrants a more appropriate alternative in order to achieve the reapportionment goals of Norwalk.

https://en.wikipedia.org/wiki/Norwalk_Green_Historic_District



Brad & Tracy Craighead

Bradford P. Craighead

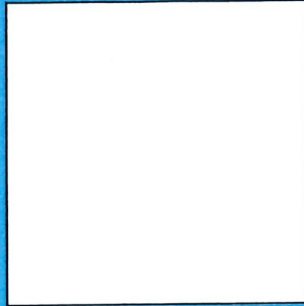
[Norwalk Green Living Properties](#)

[\(914\) 830-7879](#)

Please Follow Us on Social!

Norwalk Green Living Properties, [Fb](#) | [Instagram](#)

Norwalk Green Association, [Fb](#) | [Instagram](#)



Message for Boards and Commissions: COMMON COUNCIL

To Member: All

Your Name: Tod BRyant

Your Email: todbryant23@gmail.com

Subject: District A reapportionment

Message:

The Norwalk Preservation Trust strongly supports keeping the center of District A intact. It is the historic center of the old Borough of Norwalk and should not be politically divided.

This area includes The Norwalk Green and its surroundings, including the Norwalk Green Historic District, the Norwalk Historical Society's Town House (a former city hall) at Mill Hill Historic Park and two historic churches.

It also includes the boundaries of the First Taxing District, which was created in the 1913 consolidation.

This part of central Norwalk was the Borough of Norwalk from 1836 until incorporation as the first City of Norwalk in 1893.

In 1913 the separate cities of Norwalk and South Norwalk, as well as the unincorporated portions of the Town of Norwalk consolidated to form the current City of Norwalk.

Dividing this historic area into two Council Districts serves no purpose. It would complicate the city's governance by having each half of this cohesive area represented by different councilmembers.

It would also put the First Taxing District, a remnant of the Old City of Norwalk, into two districts.

This division would make it difficult for citizens of those districts to knowledgeably vote for First Taxing District candidates for its governing body.

The plan proposed by Registrar of Voters Stuart Wells accomplishes the goals of redistricting without this disruptive division.

His deep knowledge of Norwalk and its voting districts far exceeds that of any consultant.

He has taken not only the practical aspects of population, but also Norwalk's history into account in his plan.

We are amazed and distressed that his recommendations are ignored. We urge you to follow Mr. Wells' plan to redistrict appropriately and to respect our own history.

Thank you for reaching out to us. This response confirms that we've received your message via our website submission form. We appreciate your interest and will get back to you as soon as possible.

If you have any further questions or require additional assistance, please contact Irene Dixon at idxon@norwalkct.gov.

Thank you,

City Clerk

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

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



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



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



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

SPECIAL MEETING AGENDA

- I. **ROLL CALL**
- II. **ACCEPTANCE OF MINUTES**
 - A. **Regular Meeting: October 22, 2024**
- III. **PUBLIC PARTICIPATION**
- IV. **MAYOR**
 - A. **RESIGNATIONS, APPOINTMENTS AND REAPPOINTMENTS**
 - 1. RESIGNATIONS
 - 2. APPOINTMENTS
 - 3. REAPPOINTMENTS

- a. Richard Clarke, Fair Housing Advisory Commission
- b. Daisy Franklin, Fair Housing Advisory Commission
- c. Joseph Mann, Fair Housing Advisory Commission
- d. Alexandra Sollazzo, Fair Housing Advisory Commission

B. MAYOR'S REMARKS

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. ECONOMIC AND COMMUNITY DEVELOPMENT

1. Authorize the Mayor, Harry W. Rilling, to enter into any and all Project Authorization Letters and other documents required by Conn. DOT needed for expenditure of funds under the Connecticut Department of Transportation's Urban Action Grant (UAG) Program for Improvements to Richards Avenue and West Cedar Street as part of State Project No. DOT01020376GR.

Acct. No.

363701 4120 G0060

363701 5799 G0060

2. Authorize the Mayor, Harry W. Rilling to execute any and all agreement(s) and other documents necessary to accept and receive the benefit of the EECBG Program Technical Assistance Voucher in the amount of \$144,600.
3. Authorize the Mayor, Harry W. Rilling, to enter into a Maintenance Agreement with the Connecticut Department of Transportation for State Project 102-375 (East Norwalk Connectivity Enhancements) for non-standard items.
Acct. No. 0924 3750 5777 C0562

B. LAND USE AND BUILDING MANAGEMENT

1. Approve the naming of the walking track at Malmquist Field in memory of Ms. Mary Roman, a Norwalk resident who left an indelible mark on the City of Norwalk she called home for over half a century. She was an accomplished athlete and contributed substantially to the Norwalk athletic community.
2. Hertz Furniture Systems LLC

- a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Hertz Furniture Systems LLC., for the student locker replacement at Roton Middle School for a total not to exceed \$159,900.00. Funds are available in Acct. #09255010 5777 C0722.
- b. Authorize the Norwalk Public Schools Facilities Department to issue Change Orders on this contract for a total not to exceed \$15,990.00. Funds are available in Acct. #09255010 5777 C0722.
3. Authorize the Mayor, Harry W. Rilling, to execute a 3-year agreement with ADT Security Services for the CCTV and security monitoring services for 3 Belden Avenue at a total annual cost of \$1,460.40. Funds are available from the following account #014088 5298.
4. Authorize the Mayor, Harry W. Rilling, to execute a 5-year agreement with Security Specialists, a division of Alert Systems LLC, for the security monitoring services at South Norwalk Library for an annual cost of \$480.00. Funds are available from the following account #016220 5296.

C. ORDINANCE

1. Approve new ordinance: Complete Streets (Sections 1 through 10)
2. Approve new ordinance section: Chapter 9 – Administration, Article IX – Reapportionment Advisory Committee, Section 9-32 – Districts Established
3. Approve Reapportionment Advisory Committee's Proposed Plan, Map and Letter

D. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Authorize the Mayor, Harry W. Rilling, to execute the Multi-municipality Interlocal Agreement entitled "Amended and Restated Interlocal Agreement, Fairfield County Hazardous Incident Response Team".
2. Authorize the Mayor, Harry W. Rilling, to sign a 4-year agreement for the iNet exchange program with Industrial Scientific Corporation for replacement of gas detection equipment (meters) for all apparatus citywide. The subscription program will allow us to own the equipment once the 48-month term has concluded. We will be billed monthly in the amount of \$793.95 by Industrial Scientific Corporation for a total 4-year-term cost not to exceed \$38,109.60 from account # 0131-20-5262.
3. Authorize the Mayor, Harry W. Rilling, to execute a contract with Delta Level Defense for a total not to exceed \$26,684.22 for the purchase of 19 sets of tactical body armor. (Munis Acct. 0133120-5341)
4. Authorize the Mayor, Harry W. Rilling, to execute a contract with MES Shipman's Fire Equipment for a total not to exceed \$279,591.25 for new Fire Department SCBA air bottles, compliant with the latest NFPA standard. (Munis Acct. 0131205269)
5. Authorize the Mayor, Harry W. Rilling, to execute a contract with Gengras Ford for a

total not to exceed \$154,230.00 for the purchase of two Ford Explorer staff vehicles. This project is funded through ARPA funds as approved at the August 13, 2024 Common Council Meeting. (Acct. 133110-5796-AFN03)

6. Drug Recognition Enforcement Instructor Grant

- a.** Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under the Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant.
- b.** Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant.

7. State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-2A Grant

- a.** Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-2A Grant.
- b.** Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-2A Grant.

8. State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-1A Grant

- a.** Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-1A Grant.
- b.** Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-1A Grant.

9. Click it or Ticket (CIOT) Enforcement Grant

- a.** Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under The Connecticut Department of Transportation Highway Safety Project Number 0205-0702-CD, 25/25 Click it or Ticket (CIOT) Enforcement Grant
- b.** Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement The Connecticut Department of Transportation Highway Safety Project Number 0205-0702-CD, 25/25 Click it or Ticket (CIOT) Enforcement Grant

10. FY25 DUI Enforcement Grant

- a. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under The Connecticut Department of Transportation Highway Safety, FY25 DUI Enforcement Grant, Project number 0205-0722-1-BD.
- b. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Connecticut Department of Transportation Highway Safety, FY25 DUI Enforcement Grant, Project number 0205-0722-1-BD

E. PUBLIC WORKS

1. Authorize the Mayor, Harry W. Rilling, to execute the Second Supplemental Project Authorization Letter to Walk Bridge Program - 301-0515NP Project, whereby the City of Norwalk will transfer funds in the amount of \$821,637.00 on November 15, 2024, and \$821,637.00 on July 1, 2025, to fund the undergrounding of utility lines on East Ave from Fort Point Street to Olmstead Place to be performed by Conn DOT.
Account No.
09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 24 4021 5777 C0471
09 25 4021 5777 C0471
09 26 4021 5777 C0471
2. Authorize the purchasing agent to authorize a sole source purchase order to Gabrielli Truck Sales for the purchase of one (1) 2026 Mack Granite Plow Truck, for a sum not to exceed \$310,139.00.

F. RECREATION, PARKS AND CULTURAL AFFAIRS

1. Authorize the Mayor, Harry W. Rilling, to execute a license agreement with the Norwalk Housing Authority ("NHA") permitting NHA, and its contractors to make use of Meadow Street Pocket Park at no cost through September 2025 for set up of mobile office and vehicular parking in connection with NHA's Redevelopment of Meadow Garden at 45 Meadow Street.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

REAPPOINTMENTS

FAIR HOUSING ADVISORY COMMISSION

M/C

Nwlk. Code 59-A

RICHARD CLARKE (D)

31 Merwin Street
Norwalk, CT 06850

Term Expires - 9/1/2026

DAISY FRANKLIN (D)

2 Goodrow Street
Norwalk, CT 06855

Term Expires - 9/1/2027

JOSEPH MANN (D)

28 Lexington Avenue
Norwalk, CT 06854

Term Expires - 9/1/2027

ALEXANDRA SOLLAZZO (U)

3 Crossland Place
Norwalk, CT 06851

Term Expires - 9/1/2026



ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

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

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

Members of the public who wish to provide "live comments" may also use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called by the host of the meeting during the public comment section.

All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.

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

Mayor Rilling called the meeting to order at 7:30 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. Dixon called the Roll:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Mr. Johan Lopez	Ms. Nora Niedzielski Eichner (7:47 p.m.)
	Ms. Barbara Smyth	

District A:	Ms. Nicol Ayers	Mr. Jalin Sead (joined while meeting in progress)
District B:	Mr. Dajuan Wiggins	Ms. Darlene Young
District C:	Ms. Nicole Eaddy	Ms. Anne Wennerstrand
District D:	Ms. Heather Dunn	Mr. Douglas W. Sutton
District E:	Mr. James Frayer	

At Roll Call there were twelve (12) Common Councilmembers present and three (3) absent (Ms. Niedzielski Eichner, Mr. Sead and Ms. Shanahan). A Quorum was present.

Also present were Mayor, Harry Rilling; City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting: October 8, 2024

The following correction was made to the minutes:

Remove Mr. Frayer's name under attendance.

**** MR. BURNETT MOVED TO ACCEPT THE MINUTES AS CORRECTED**
**** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

There were no members of the public who wished to comment this evening.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS:

**** MS. YOUNG MOVED TO APPROVE THE FOLLOWING APPOINTMENT**
BRENDA PENN-WILLIAMS, FAIR HOUSING ADVISORY COMMISSION

Ms. Young and Ms. Smyth spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS: There were no reappointments announced this evening.

MAYOR'S REMARKS:

Mayor Rilling welcomed Ms. Anne Wennerstrand to the Common Council where she will represent District C. He said Mr. McQuaid administered the Oath of Office yesterday. He announced that early voting, prior to the November 5th General Election, will begin on Monday and goes through Sunday, November 3 from 10 a.m. to 6:00 p.m. and includes weekends. He added that people will be able to register to vote at City Hall. Mayor Rilling encouraged everyone to vote, noting that people sacrificed so much to give us the right to vote.

City Hall will have extended early voting hours on October 29th and October 31st which take place from 8:00 a.m. to 8:00 p.m. Mayor Rilling announced the Halloween Nightfair, which is a family friendly event that will take place this Saturday, October 26th, from 2:00 p.m. to 10:00 p.m. Mayor Rilling mentioned the groundbreaking for the Wall Street Project and thanked everyone who has been part of this effort over the years. This project will bring 115 affordable housing units.

V. COUNCIL PRESIDENT

**** MS. YOUNG MOVED TO TAKE THE AGENDA OUT OF ORDER AND MOVE
THE ECONOMIC OUTLOOK PRESENTATION TO LATER IN THE AGENDA
** MOTION PASSED UNANIMOUSLY**

B. RESIGNATIONS AND APPOINTMENTS

There were no resignations or appointments announced this evening.

C. CONSENT CALENDAR:

Ms. Young announced that Mr. Sutton would be reading this evening's Consent Calendar.

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

**** MR. SUTTON MOVED TO APPROVE THE FOLLOWING CONSENT
CALENDAR**

A. COMMUNITY SERVICES

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY TO EXTEND THE STUDENT PRACTICUM/INTERNSHIP AGREEMENT BETWEEN THE CITY OF NORWALK HEALTH DEPARTMENT AND SACRED HEART UNIVERSITY HEALTH PROFESSIONS PROGRAMS FOR A PERIOD OF TWO (2) YEARS ENDING ON DECEMBER 31, 2026.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY WITH ELM CITY VILLAGE, INC. AND THE HOUSE OF DARLA TO PROVIDE VITAL SERVICES TO HIGH-RISK YOUTH REFERRED TO THE JUVENILE REVIEW BOARD (JRB), CARE COORDINATION, AND HIGH UTILIZERS OF COMMUNITY SERVICES IN THE AMOUNT OF \$50,000 ADMINISTERED BY THE HUMAN SERVICES DEPARTMENT. ACCOUNT # 132010-5796-ACS02.

**** MOTION PASSED UNANIMOUSLY**

A. COMMUNITY SERVICES

Due to a potential conflict of interest, Ms. Ayers, Ms. Young, Mr. Sutton and Mr. Wiggins left the Common Council chambers.

**** MR. BURNETT MOVED TO AUTHORIZE MAYOR HARRY W. RILLING TO EXECUTE ANY AND ALL NECESSARY AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS WITH THE SELECTED NONPROFIT ORGANIZATIONS, AS OUTLINED IN THE FINAL ARPA NONPROFIT GRANT ALLOCATIONS REPORT. IN THE AMOUNT OF \$700,000 FROM THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO 20 NONPROFIT ORGANIZATIONS TO SUPPORT THEIR RECOVERY EFFORTS AND CONTINUED SERVICE TO THE NORWALK COMMUNITY, AS ADMINISTERED BY THE COMMUNITY SERVICES DEPARTMENT. FUNDING SOURCE: ARPA ACCOUNT 132010-5796-ACS03 (\$400,000) AND 140000-5796-ACMF5 (\$300,000).**

Mr. Burnett introduced the item.

Mr. Daniels, Chief of Community Services reviewed the item and expressed his thanks to Mayor Rilling who made the commitment to support non-profits. Ms. Niedzielski Eichner thanked everyone involved in this effort. Mayor Rilling added that the ARPA funds given to Norwalk amounted to \$39 million. These funds helped carry the local non profits.

**** MOTION PASSED UNANIMOUSLY**

Ms. Ayers, Ms. Young, Mr. Sutton and Mr. Wiggins returned to the Common Council chambers.

V. COUNCIL PRESIDENT (continued)

A. General Business

1. Economic outlook presentation.

Ms. Young introduced Ms. Shannon O'Toole Giandurco, President of the Greater Norwalk Chamber of Commerce.

Ms. O'Toole Giandurco introduced herself. She noted that during her time, the Chamber of Commerce has welcomed 40 new members.

Ms. O'Toole Giandurco presented the economic outlook and fielded questions from Common Council members.

Following the presentation, Ms. Young thanked Ms. O'Toole Giandurco and said she would like to offer these presentations on a regular basis.

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions offered from common council members this evening

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed to a specific date this evening.

X. SUSPENSION OF RULES

There were no suspensions of the rules this evening.

XI. ADJOURNMENT

**** MR. GOLDSTEIN MOVED TO ADJOURN
** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 8:14 p.m.

ATTEST:

Irene Dixon, City Clerk

REV. RICHARD WESLEY CLARKE, DMin.

31 Merwin Street

Norwalk, CT 06850

Email: rwaclarke@hotmail.com

(C) 203 434-7495; (H) 203 852-7115; (O) 203 866-1042

Nationality: USA Citizen



ORDINATION (African Methodist Episcopal Church)

- ♦ Itinerant Elder – 1994
- ♦ Itinerant Deacon – 1992
- ♦ Called to Ministry – 1986

EDUCATIONAL EXPERIENCE

- ♦ **Doctor of Ministry** – Transformational Leadership for the Global City 2008 – 2012
Payne Theological Seminary, Wilberforce, Ohio, in conjunction with Bakke Graduate University, Seattle, Washington
 - Dissertation: *Transforming the Church Culture of Ineffective Urban Ministry: A Way to Reaching Urban Residents in Norwalk, Connecticut*
 - Advisor: Dr. James T. Roberson
- ♦ **Master of Divinity** with an emphasis in Ethics, Payne Theological Seminary, 2004 – 2007
Wilberforce, Ohio. Graduated top of the class with high academic honors
- ♦ **Bachelor of Arts in Theology** with an emphasis in African Studies 1992 – 1997
Bryant Theological Seminary, African Methodist Episcopal University, Monrovia, Liberia
- ♦ **Diploma in General Science**, Monrovia College, Monrovia, Liberia 1990 – 1992

PROFESSIONAL/ADMINISTRATIVE EXPERIENCE

- **Pastor – Bethel African Methodist Episcopal Church,** 2009 – Present
Norwalk, Connecticut (USA)
- **Member – Board of Trustees** of the African Methodist Episcopal Church, 2010 – Present
New England Conference (USA)
- **Dean – New England Conference Ministerial Institute** 2022 – Present
African Methodist Episcopal Church (USA)
- **Co-Chairperson – Martin Luther King, Jr., Corridor Economic Development Initiative (Norwalk, CT) (USA)** 2019 – Present
- **President – Interdenominational Ministers' Fellowship of Norwalk and Vicinity (USA)** 2017 – Present
- **Associate Dean – New England Conference Ministerial Institute** 2010 – 2021
African Methodist Episcopal Church (USA)
- **Chief Administrator**, Geda African Methodist Episcopal High School 2003 – 2004
Brewerville, Liberia
- **Chairperson**, Board of Examiners & Ministerial Training Institute 2001 – 2004
Liberia Conference AME Church, 14th Episcopal District

- **Presiding Elder – AME Church**
Gbarnga District, 14th Episcopal District, West Africa 2000 – 2004
- **Vice-Chairperson – Board of Education**
Salvation and Deliverance Academy, Monrovia, Liberia, 1995 – 1999
(A school providing education for the less fortunate within Greater Monrovia, Liberia.)
- **Director of Social Services/Personnel Director**
Africa Charitable Development Organization, Monrovia, Liberia. 1994 – 1997
- **Pastor – Greater Green Memorial AME Church, Clay-Ashland, Liberia** 1991 – 2000

TEACHING EXPERIENCE

- **Lecturer – Ministerial Studies, Yale Divinity School (New Haven, CT)** 2014
- **Pastoral Resident/Instructor (Old Testament)**
Historic Charles Street AME Church, Boston, Massachusetts 2007 – 2009
- **Teaching Assistant, African Methodist Episcopal University,**
Monrovia, Liberia 2001 – 2004
- **Faculty Representative to the Administration**
Monrovia College and Industrial Training School, Monrovia, Liberia 2000 – 2004
- **Instructor – African and Religious Studies**
Monrovia College and Industrial Training School, Monrovia, Liberia. 1997 – 2004

COMMUNITY INVOLVEMENT

- **Member – Mayor’s COVID-19 Vaccination Taskforce (Norwalk, CT)** 2020 – 2021
- **Member – The Mayor Select Committee on Equity and Justice for All**
(Norwalk, CT) 2020 – 2021

PROFESSIONAL INTEREST

- ♦ African Studies
- ♦ Ethics
- ♦ Leadership Studies
- ♦ Philosophy
- ♦ Religious Studies

REFERENCES: Available upon request.

D

Daisy Marie Franklin
2 Goodrow Street, Apt. 2
Norwalk, CT 06855
(203) 943-5252
dmfsilver@yahoo.com

OBJECTIVE

To obtain reappointment to the Fair Housing Advisory Commission. I served on the Fair Housing Advisory Commission as the representative of the Norwalk Branch NAACP from 2012 – 2023 and now seek appointment to the FHAC as a representative of the Norwalk Redevelopment Agency. This way, I can continue to be of service to my community, be an advocate for those whose voices are unheard and make a meaningful difference in the lives of all Norwalk residents.

HIGHLIGHTS OF COMMUNITY ACTIVITIES AND INTERESTS

- Strong community advocate for the empowerment of individuals and neighborhoods
- National Low Income Housing Coalition board member for 10 years.
- Active member of the Fair Housing Advisory Commission for 11 years, speaking publicly about Fair Housing issues including affordable housing, zoning issues, discrimination of all types; helping to organize and present Fair Housing educational programs regarding segregation in Connecticut, accessibility for people with disabilities (construction requirements) to new apartment buildings, sexual harassment in housing, how “place”, meaning where you live, matters (for educational and job opportunities) and more
- Active Board member of the Fair Housing Association of CT, the state’s 200+ member fair housing organization, including helping to organize annual Fair Housing conferences.
- Community outreach
- Volunteer in school activities of grandchildren’s school (Marvin)
- Girl Scout Leader (Marvin)
- Member of and Past Worthy Matron for the areas of Stamford and Norwalk, the Order of the Eastern Star, a Freemason organization.
- Commissioner, Norwalk Human Relations Commission
- Secretary and member of Board of Directors of the former NEON
- Active in Bethel AME Church in Norwalk, including as Trustee, Stewardess, Evangelist, Youth Leader and Sunday School teacher.

EDUCATION AND EXPERIENCE

- Classes at Norwalk Community College, Norwalk, CT
- Marvin School of Electronics, Norwalk, CT
- Electronics Technician, Harrel, Inc., Norwalk, CT
- Home Health Aide, Community and Visiting Nurses, Norwalk, CT

Community oriented individual seeking an appointment to the Fair Housing Advisory Commission of Norwalk Connecticut to assist with monitoring private and public housing practices for compatibility with fair housing laws and objectives, identifying problem areas and making recommendations to the Mayor, Common Council and Housing Site Development Agency/Norwalk Redevelopment Agency and other appropriate city agencies/commissions.

RELEVANT EXPERIENCE

NORWALK ECONOMIC OPPORTUNITY NOW, INC., Norwalk, CT

President & Chief Executive Officer (April 2006 – June 2012)

- Promoted to provide executive leadership of \$14 million private non-profit organization providing comprehensive social services that centers on education, public/social advocacy, economic development, children and families, community development, workforce development, self sufficiency, housing and transitional services.
- Functioned as spokesman for state-wide and regional community action agencies. Served as Vice Chair of the Connecticut Association for Community Action (12 agencies) and as President of the New England Community Action Partnership (6 states-64 agencies).

Deputy Director (June 2004 - April 2006)

- Responsibility for all operational and service programs.

Director, Technology & Development (1996 -2004)

- Introduced and implemented organization's local area and wide area networking operations and equipment.
- Managed Section Eight Housing Assistance Program.

Connecticut General Assembly, Hartford, CT

State Representative (January 2003 – January 2007)

- Elected to represent the 140th District (Norwalk) for two terms. Election followed several years as elected member and President of the Norwalk Common Council.
- Served in the CT legislature as a member of Human Services, Labor, Higher Education & Employment Advancement Committees and Vice Chair of the Select Committee on Housing.

LEADERSHIP AND COMMUNITY EXPERIENCE

Norwalk Community Health Center Board of Directors, 2005-present, currently serving as Chairman

Norwalk Hospital Board of Trustees, 2005-2014, served as Board Secretary 2009-2012

Maritime Aquarium of Norwalk, Board of Trustees, 2006-2011, also previously served as member of Authority

Norwalk YMCA Board of Trustees, 2005-2011

Norwalk Branch NAACP, Treasurer, 2008-2012, 2014-present

Norwalk Common Council, Represented District B, 1991-1995 & 1998-2003; Council President 2001-2002

Second Taxing District Electrical Commissioner, Vice Chair

Norwalk Housing Partnership

Norwalk Democratic Town & City Committee, Vice Chairman, three 2- year terms

District B Democratic Committee, Chairman, three 2-year terms

COMMUNITY SERVICE RECOGNITIONS

100 Most Influential Blacks in the State of CT for 2009 and 2011, Connecticut State Conference of the NAACP
 The Thurgood Marshall Community Service Award, Quinnipiac University, Black Law School Student's Association
 Omega Man of the Year, Alpha Nu Chapter of Omega Psi Phi Fraternity, Inc.
 Man of the Year, G. W. Carver Foundation Youth Development Program
 Recognition Award for Outstanding Advocacy, Mid Fairfield Child Guidance Center
 Recognition Award for Outstanding Legislative Leadership, Connecticut Community Providers Association
 Community Service Award, Parent Leadership Training Institute (PLTI)
 The Reverend J. P. Ball Award for Community Leadership, Norwalk Branch NAACP
 Distinguished Service and Superior Service Awards, Alpha Nu Chapter, Omega Psi Phi Fraternity, Inc.

Alexandra Sollazzo, LMSW

3 Crossland Place, Norwalk, CT ♦ (203) 246-5439 ♦ alexandrasollazzo@yahoo.com



EXPERIENCE

- October 2019-Present** **FAMILY & CHILDREN'S AGENCY** Norwalk, CT
Program Manager, Supportive Housing
- Hires, conducts training and supervises a large team of housing case managers.
 - Serves as liaison between the Housing Authority, HUD, DOH, and the client.
 - Ensures compliance with all data entry; confirms that data reporting requirements and outcomes are being met throughout the program.
 - Financially responsible for issuing payment to scattered housing sites and verifying all leases abide by CT Fair Housing laws.
- April 2017-Present** **REVIVE CENTER FOR WELLNESS** Norwalk, CT
Clinician—Individual Counseling
- Provides individualized therapy sessions, primarily concentrating in servicing pre-adoptive youth, young adults, and families.
 - Continually assesses clients' well-being and provides tailored short- and long-term goals and solutions.
 - Collaborates in planning and execution of community-based wellness events.
- May 2014-October 2019** **FAMILY & CHILDREN'S AGENCY** Norwalk, CT
Social Worker, Caregiver Support Team
- Provides intensive in-home support services for kinship care and pre-adoptive families.
 - Assesses natural supports in the home, children's needs, and overall family needs in order to address the impact of intergenerational trauma and preserve the placement.
 - Collaborates with DCF and other providers regarding establishment and execution of permanency plan for foster children.
 - Supervises and directs masters'-level interns with eye toward fostering application of classroom teachings in practice.
- September 2013-May 2014** **FAMILY & CHILDREN'S AGENCY** Norwalk, CT
Intern, Homecare Department
- Provided assessment, counseling, and other social services to seniors and their caregivers.
 - Led senior-based educational groups at the local senior center.
 - Conducted community outreach to local senior service organizations and oversaw presentations to seniors throughout Fairfield County.
 - Supported and counseled personal alert clients after return home from emergent care.

EDUCATION

Fordham University, New York, NY
Master of Social Work, May 2014

Western Connecticut State University, Danbury, CT
Bachelor of Science, Social Work, May 2013
Honors: Who's Who of American Colleges and Universities
 Captain, Cheerleading Team, 2012-13

CERTIFICATES AND TRAINING

Certificates: SIFI Supervisor Certified; State of CT Mandated Reporter Training Certified
Training: *Working With Undocumented Individuals;2020*
 Providing Trauma Informed Supervision;2020



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Economic and Community Development Committee of the Common Council

FROM: Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, TMP

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
James Travers – Director of Transportation, Mobility and Parking

REF: November 7th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling to enter into any and all agreements related to Improvements to Richards Avenue and West Cedar Street as part of State Project No. DOT01020376GR with funding administered through the Connecticut Department of Transportation’s Urban Action Grant (UAG) Program; and all other agreements and documents required thereunder.

DATE: November 1, 2024

Memorandum

The State of Connecticut has allocated and authorized \$1,000,000 through the Bond Commission for the design, construction, and related expenses of a Roundabout at the intersection of Richards Avenue and West Cedar Street, including roadway improvements along the Connecticut State Colleges and Universities (CSCU) Norwalk Campus. The funding provides a grant-in-aid administered through the Connecticut Department of Transportation’s Urban Action Grant (UAG) Program. This project is one hundred percent (100%) State participation.

The transportation project includes the installation of a modern roundabout to replace an aging traffic signal to improve traffic flow, operations, and safety for all roadway users, while also serving as a gateway to the neighborhood. It also includes several Complete Streets improvements including right-sizing Richards Avenue to balance all modes of transportation within the corridor and better connect the easterly and westerly CSCU Norwalk campuses.

The project will improve connectivity and mobility along the campus with pedestrian friendly features including wider sidewalks/paths, improved crossings, pedestrian level lighting, street trees and green infrastructure. The Transportation Mobility and Parking Department plans to hold a public meeting to introduce the project and share preliminary concepts early 2025.

- A. Authorize the Mayor, Harry W. Rilling to enter into any and all Project Authorization Letters and other documents required by Conn. DOT needed for expenditure of funds under the Connecticut Department of Transportation's Urban Action Grant (UAG) Program for Improvements to Richards Avenue and West Cedar Street as part of State Project No. DOT01020376GR.

Acct. No. 363701 4120 G0060
363701 5799 G0060



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Economic and Community Development Committee of the Common Council

FROM: Bryan Lutz – Assistant Director of Parking

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
James Travers – Director of Transportation, Mobility and Parking

REF: November 7th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling to enter into any and all agreements related to the Energy Efficiency Conservation Grant Block (EECBG) Program as part of the EECBG Program Technical Assistance Vouchers with management and funding administered through the Department of Energy (DOE); and all other agreements and documents required thereunder.

DATE: November 1, 2024

Memorandum

The City of Norwalk applied for this voucher program to conduct a comprehensive review of electric vehicle (EV) infrastructure and needs. This grant, fully funded and administered by the DOE. They will contract with a vendor, pay the vendor directly, and provide the City with an end report. There is no transference of funds associated with this program and no City funds required.

This initiative will help us plan, design, collect data, manage projects, train staff, conduct outreach, report findings, and analyze the development of EV-related projects—without any physical modifications to structures or ground disturbances.

The DOE has allocated \$144,600 through the EECBG Program Technical Assistance Voucher. This program is designed to help the City of Norwalk develop strategies to reduce energy use, lower fossil fuel emissions, and improve energy efficiency. Activities funded by the EECBG Technical Assistance Voucher will focus solely on desktop and administrative tasks, avoiding any physical modifications to structures or ground disturbances.

Proposed Authorization:

Authorize the Mayor, Harry W. Rilling to execute any and all agreement(s) and other documents necessary to accept and receive the benefit of the EECBG Program Technical Assistance Voucher in the amount of \$144,600.



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Economic and Community Development Committee of the Common Council

FROM: Greg Pacelli – Transportation Planner, TMP

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
James Travers – Director of Transportation, Mobility and Parking
Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, TMP

REF: November 7th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling, to enter into a Maintenance Agreement with the Connecticut Department of Transportation under State Project 102-375 “East Norwalk Connectivity Enhancements” for non-standard items.

DATE: November 5, 2024

Memorandum

State Project 102-375, East Norwalk Connectivity Enhancements, includes drainage upgrades, roadway paving, sidewalk construction, crosswalks, pavement markings, and the addition of bike lanes. The project is situated south of the East Norwalk Train Station and encompasses roadway improvements along State Route 136 (East Avenue) and State Route 136 (Gregory Boulevard).

The Connecticut Department of Transportation will be responsible for overseeing all construction related activities as part of State Project 102-375. The project is scheduled to begin construction in 2025.

Upon completion of the roadway improvements, the city will be responsible maintenance as related for non-standard items, which is outlined within the Maintenance Agreement (Attachment 1).

- a. Authorize the Mayor, Harry W. Rilling, to enter into a Maintenance Agreement with the Connecticut Department of Transportation for State Project 102-375 (East Norwalk Connectivity Enhancements) for non-standard items.

Account Number

0924 3750 5777 C0562



October 9, 2024

The Honorable Harry W. Rilling
Mayor
City of Norwalk
125 East Avenue
Norwalk, Connecticut 06851

Dear Mayor Rilling:

Subject: **Project Authorization Letter** - Maintenance
East Norwalk Connectivity Enhancements
State Project No. 0102-0375
Master Agreement No. 11.29-02(12)
CORE ID No. 13DOT0237AA
City of Norwalk

On April 11, 2013, the State of Connecticut, Department of Transportation (CTDOT) and the City of Norwalk (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. Except for the term "Construction Project," the capitalized terms used in this PAL are the same as those used in the Master Agreement. The CTDOT and the Municipality agree that "Construction Project," as referred to in this PAL, means the construction phase activities undertaken by the CTDOT to construct improvements on State-owned and/or State-maintained facilities.

The CTDOT is responsible for the Administration of the Construction Project noted above.

The project "East Norwalk Connectivity Enhancements" is located in East Norwalk, south of the MNR bridge over East Ave. The scope of work includes roadway work on East Ave. and Gregory Blvd. including drainage improvements along Gregory Blvd., paving, and new striping to include a proposed bike lane.

Upon completion of the Construction Project, the subject land will be released to the Municipality and the Municipality shall continue to maintain full responsibility for all maintenance, repairs, and snow and ice removal.

2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546
860-594-2000

[CT.GOV/DOT](https://www.ct.gov/dot)

The Honorable Harry W. Rilling

- 2 -

October 9, 2024

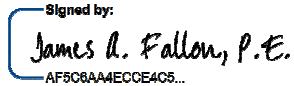
In addition, the Municipality will be responsible for the following maintenance items:

- Preformed thermoplastic crosswalk pavement markings on State Route 136.
- Pavement markings and snow plowing in the area north of the bump out located on the west side of East Avenue just north of the Van Zant Street intersection approximately between stations 8+00 and 8+50.
- Green methyl methacrylate (MMA) paint in bicycle lanes and dotted bicycle extension lines (CAT tracks)

Please indicate your concurrence with the PAL by signing below on or before October 16, 2024 and returning a copy to the Project Manager listed below at the letterhead address. By signing below, the Municipality agrees to assume full responsibility for the maintenance as described above. Submission of the Written Acknowledgement of the PAL by hard copy, facsimile, or electronic transmission is acceptable. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project. Please retain a copy of this signed PAL for your records.

If you have any questions, please contact the Project Manager, Gregory A. Funk at (860) 594-3214 or Gregory.Funk@ct.gov.

Very truly yours,

Signed by:

 AF5C6AA4ECCE4C5...

James A. Fallon, P.E.
 Assistant Chief Engineer
 Bureau of Engineering and Construction

Concurred By _____
 The Honorable Harry W. Rilling
 Mayor

Date _____

MARY ROMAN

‘A Norwalk Treasure’

By George Albano

VII.B.
1.

The late Mary Roman was truly a Norwalk treasure who left an indelible mark on the city she called home for over half a century.

Whether it was her work in local government as Norwalk’s City Clerk, or her 25 years as a bank executive, or as a tireless volunteer who served on several boards and commissions, Mary made an impact on everything she was involved in.

For the last three decades of her life, Mary Roman left a lasting mark in track and field. Displaying the same focus and passion she exhibited in her many other endeavors; Mary became one of the top senior Olympians in the world.

Born in Pittsfield, Mass., Mary was always athletic but grew up at a time when opportunities for girls to play sports were limited. A Norwalk resident since 1964, she was introduced to Connecticut Senior Olympics in 1987 when her husband competed, and she went along to support him.

The experience inspired her to enter in 1989, and by 1991 she had qualified for her first National Senior Olympics in Baton Rouge, Louisiana. Before long she was qualifying for the World Senior Games and USATF Masters Track and Field Championships. Then in 1996, just seven years after she began competing, Mary earned her way to the first ever International Senior Olympics in Bermuda, where 3,500 athletes from 50 countries competed.

Meanwhile, her collection of medals grew. During her 30 years of competition, Mary Roman won nearly 300 gold, silver and bronze medals while representing Norwalk around the country and across the globe in high-level championship meets held at such locations as Spain, Italy, Australia, British Columbia and Brazil.

Along the way, Mary re-wrote more than one record book. At one time, she held the American record in the shot put in the women’s 65-69, 70-74, 75-79 and, at the time of her passing, 80-84 age groups. She was also ranked first in the U.S. in the shot put, weight throw and super weight throw in both the 75-79 and 80-84 divisions as well as No. 1 in the world in both the super and ultra-weight throws. In addition, she was consistently among the top sprinters in the 100 and 200 meters in her age group.

Mary was the perfect example of someone who “got better with age.” Not even a heart attack in 2003, at the age of 68, could slow her down. Once she recovered, she continued her athletic pursuits and assault on the record books.

In fact, seven years later Mary Roman was named the 2010 Norwalk Sports Person of the Year by the Fairfield County Sports Commission. Then in 2016, after winning six medals (two gold, two silver and two bronze) in the women’s 80-84 age division at the World Masters Association

Track and Field Championships in Australia, Mary was selected as the Connecticut Masters Games Athlete of the Year.

That same year, she was named the USATF Athlete of the Year in her age group, while in the fall she was named Athlete of the Year for all age groups by the Massachusetts Velocity Track Club. That's three Athlete of the Year awards in one year at the age of 81.

Over the years, Mary Roman was the subject of many newspaper articles. During my own career as a local sports columnist, I wrote about her exploits often. I always referred to Mary Roman as "Norwalk's Ageless Wonder."

Mary's achievements in track and field are even more remarkable when you consider she contracted polio as a child. She was advised by her doctor to take up horseback riding as a way to strengthen her legs. As Mary herself often pointed out, "I guess it worked."

Track and field was not the only thing that kept this mother of five sons busy. Her work in the community included serving as Rotary Club president, a commissioner for the Oak Hills Golf Course, appointed to the Mayor's Police Community Relations Advisory Committee, and the city's Charter Revision Commission. She was also a board member at STAR, the Norwalk Senior Center, the YMCA, and, at the time of her passing, was treasurer of the Norwalk Old Timers Athletic Association and a volunteer at the Norwalk Library Historical Room.

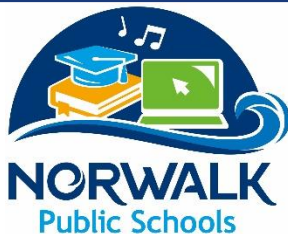
In addition, with her childhood background in horseback riding, Mary also found the time to volunteer with 'Pegasus,' an organization which provides therapeutic horseback riding for the mentally and physically challenged.

It seemed nothing could stop Mary Roman, but sadly a global pandemic finally did and on March 23, 2020, "Norwalk's Ageless Wonder" passed away of complications from the coronavirus disease at the age of 84.

But Mary Roman's presence, contributions, and impact on the city she loved and served should never be forgotten, which is why it would be a fitting tribute for the track at Malmquist Field – right behind the City Hall building she once worked at - be named in memory of one of Norwalk's true treasures.

ACTION REQUESTED:

"Approve the naming of the walking track at Malmquist Field in memory of Ms. Mary Roman, a Norwalk resident who left an indelible mark on the City of Norwalk she called home for over half a century with a special interest in athletic excellence."



William Hodel
 Director of Facilities & Maintenance
hodelw@norwalkps.org
 P: 203-854-4053 / F: 203-854-4005
 125 East Avenue, PO BOX 6001
 Norwalk, CT 06852-6001

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: WILLIAM HODEL, DIRECTOR OF FACILITIES & MAINTENANCE

RE: NPS – STUDENT LOCKER REPLACEMENT AT ROTON MIDDLE SCHOOL

DATE: OCTOBER 29, 2024

The lockers currently serving the students Roton Middle School are original to the school and are very narrow making it difficult to accept today's book bags and textbooks resulting in many complaints by students and parents. Additionally, numerous breakdowns have occurred, and the lockers have reached the end of their useful life.

The City's Purchasing Department solicited requests for proposals aimed at student locker replacement at Roton Middle School. A total of two bids were received to perform this work. After review of each bid response, Hertz Furniture has been determined to be the apparent low bidder. Hertz Furniture is a firm that has served Norwalk Public Schools well with furniture purchases and installation in the past and have served many other Connecticut municipalities.

FIRM	BID AMOUNT
Hertz Furniture Systems LLC	\$159,900.00
CSNE LLC	\$180,204.00

Review bids for student locker replacement at Roton Middle School and refer the following to the Common Council for action:

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Hertz Furniture Systems LLC for the student locker replacement at Roton Middle School for a total not to exceed \$159,900.00. Funds are available in Acct. #09255010 5777 C0722.**
- b. **Authorize the NPS Facilities Department to issue Change Orders on this contract for a total not to exceed \$15,990.00. Funds are available in Acct. #09255010 5777 C0722.**

cc: Sandra Faioes
 Nina Laria
 Ayda Castillo
 George Sevc
 Brian Collins
 Alan Lo
 JoAnn Acquarulo



Office of Building Management
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: NEIL RENNIE, PROPERTY MANAGER

DATE: NOVEMBER 7, 2024

RE: 3 BELDEN AVENUE – SECURITY MONITORING

The Office of Building Management has selected ADT Security Services to support ongoing security upgrades, establishing a three-year CCTV and burglary monitoring agreement for 3 Belden Avenue at a monthly rate of \$121.70. This relationship should enhance security infrastructure and ensure consistent monitoring over the contract term.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute a 3-year agreement with ADT Security Services for the CCTV and security monitoring services for 3 Belden Avenue at a total annual cost of \$1,460.40. Funds are available from the following account #014088 5298.



Office of Building Management
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: NEIL RENNIE, PROPERTY MANAGER

DATE: NOVEMBER 1, 2024

RE: SOUTH NORWALK LIBRARY – SECURITY MONITORING

The administration has chosen Security Specialists, a division of Alert Systems LLC, to support ongoing security upgrades, by establishing a five-year monitoring agreement with a monthly rate of \$39.99. This partnership should enhance security infrastructure and ensure consistent monitoring over the contract term.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute a 5-year agreement with Security Specialists, a division of Alert Systems LLC, for the security monitoring services at South Norwalk Library for an annual cost of \$480.00. Funds are available from the following account #016220 5296.

COMPLETE STREETS

§ 1-1. Purpose.

The City of Norwalk continually strives to become a more livable, sustainable, and equitable city. To do that, Norwalk seeks to improve its transportation infrastructure by implementing Complete Streets transportation planning, policy, and design. Complete Streets prioritizes transportation decision-making designed to improve safety, reduce traffic congestion, and increase mobility options. Crucial to achieving these goals is City-wide access to safe, affordable, and equitable multi-modal transportation where residents can easily walk, bicycle, and take transit to everyday destinations within a travel time of 15 minutes from home. Complete Streets policy and design methodology can and should be utilized to make Norwalk a more friendly and flexible transportation destination. In turn, making Norwalk more transportation-friendly will help further stimulate economic and community development, foster more livable and walkable neighborhoods, and enhance local economic vitality and livability.

§ 1-2. Definitions.

For purposes of this Chapter, the following terms have the meanings indicated:

COMPLETE STREETS

An integrated transportation network that is designed and operated to equitably serve the community's mobility, economic, social, recreational, health, and environmental needs. Complete Streets prioritizes safety, convenience, comfort, and equitable access for all users of all ages and abilities, including pedestrians, bicyclists, motorists, micro-mobility users, movers of commercial goods, and transit riders; incorporates opportunities for non-mobility uses of streets, such as commercial, recreational, and social uses; and helps mitigate the causes and impacts of climate change.

COMPLETE STREETS COMMITTEE

A committee comprised of the Complete Streets Coordinator, the Chief of Staff, the Chief of Operations and Public Works, the Chief of Economic and Community Development, the ADA Coordinator, the Chairperson of the Planning & Zoning Commission, and the Chairperson of the Bike/Walk Commission, or their respective designees.

COMPLETE STREETS COORDINATOR

The Director of Transportation, Mobility and Parking shall be the Complete Streets Coordinator. In the event of a vacancy or the elimination of the position of Director of Transportation, Mobility and Parking, the Mayor shall designate a Complete Streets Coordinator who possesses the necessary experience or professional qualifications required under this Chapter to serve until such time as a new Director of Transportation, Mobility and Parking is appointed.

COMPLETE STREETS DESIGN GUIDE/DESIGN GUIDE

The practical, working manual that provides standards and guidance on the planning, design, and building of all current and future streets in the City to meet the objectives of this Chapter. The Design Guide is applied by the City and its relevant departments tasked with the implementation of Complete Streets.

MOBILITY SYSTEM

The system of infrastructure and technologies that facilitates and supports the flow of people, goods, and services in the City. The term includes related services such as the supply of parking and the management of traffic, in addition to the physical infrastructure and technologies.

PRIORITY COMMUNITIES

Priority Communities are communities or populations that (1) are underserved by the City's Mobility System, (2) are disproportionately negatively impacted by the City's Mobility System, and/or (3) have traditionally suffered adverse impacts as a result of changes to the City's Mobility System. Priority Communities may include Vulnerable Communities, Environmental Justice Communities, and Disadvantaged Communities, as such terms are defined under federal or Connecticut law, and other state or federally defined priority communities.

PUBLIC REALM IMPROVEMENTS

Include, but are not limited to, the installation of street trees, shrubs, grasses, brick pavers, permeable pavers, lighting, benches, and wayfinding signage, in support of a healthier, safer, cleaner, and more attractive city.

SAFE SYSTEM APPROACH

The Safe System Approach aims to eliminate fatal and serious injuries for all road users. It does so through a holistic view of the road system that first anticipates human mistakes and second keeps impact energy on the human body at tolerable levels. The Safe System Approach represents a collaborative and evidence-based effort to create road environments that prioritize human life and well-being, aiming for a significant reduction in road fatalities and serious injuries.

TRANSPORTATION FACILITY

A facility consisting of the means and equipment necessary for the movement of people or goods including, but not limited to, any road, bridge, tunnel, overpass, ferry, mass transit facility, vehicle parking facility, port facility or similar commercial facility used for the movement of people or goods, together with any buildings, structures, parking

areas, appurtenances, and other property needed to operate such facility; however, a commercial or retail use or enterprise not essential to the movement of people or goods shall not be considered a transportation facility.

TRANSPORTATION PROJECT

Any public and/or private land development, project, program, or practice, that occurs in or affects the public right-of-way, including any construction, reconstruction, resurfacing, retrofit, signalization operations, restriping, rehabilitation, restoration, repaving, private development projects, maintenance (excluding routine maintenance, such as mowing, sweeping, spot repair, signage repair or replacement, and the like), alteration, and repair of any public street or roadway within the City (including alleys, bridges, frontage roads, and other elements of the transportation system).

USER GROUP / USER

People who are customarily associated with the use of the street, including motorists, bicyclists, micro-mobility users, pedestrians, and transit riders. Users may also include specialized subgroups, such as shoppers or school children, where a plan, study, or purpose and need statement has identified a current or future need for their accommodation.

§ 1-3. Complete Streets Policy.

- A. It is the policy of the City to implement an integrated and connected Mobility System of Complete Streets that serve all neighborhoods', districts', and populations' current and future needs, including Priority Communities.
- B. All Transportation Projects shall advance the goals of creating equitable, accessible, and convenient travel options along and across streets for Users of all ages and abilities and for all modes of transportation, including motorists, bicyclists, pedestrians, public transportation vehicles and their passengers, delivery trucks, and movers of commercial goods.
- C. The goals of the City further include the following:
 - (1) A Consistent High-quality Mobility System: The City's Mobility System will facilitate multi-modal access. This will include:
 - a) Complete and connected off-road trail facilities, including the Norwalk River Valley Trail (NRVT) and the Harbor Loop Trail. These multi-use facilities will provide important connections within the City as well as to neighboring communities, creating both local and regional assets;
 - b) A safe and convenient bicycle and micro mobility network that is an effective element of the City's Mobility System; and
 - c) Safe, accessible, and comfortable pedestrian connections to all transit facilities, providing all Users access to public transportation.

- (2) A Safe and Connected Mobility System: Using Norwalk's Mobility System will be safe, regardless of mode. The implementation of this policy aims to eliminate all traffic fatalities and serious injuries on roads within City limits.
 - (3) A 15-minute City: Norwalk will be accessible by walking, bicycling, and/or transit from one destination to another within 15 minutes.
 - (4) A Strong Economy: The City's Mobility System will stimulate the economic vitality of the City, especially its downtown business districts. Economic activity will be supported through high-quality transportation, providing access to jobs, commercial establishments, and social services.
 - (5) A Resilient Environment: Norwalk will have a sustainable Mobility System.
 - (6) An Equitable City: Norwalk will eliminate historical barriers to transportation access. Priority Communities will be accommodated in the planning, designing, funding, construction, and maintenance of Complete Streets.
 - (7) An Attractive Public Realm: The City will have attractive, well-constructed streetscapes that support existing and new public spaces and advance Norwalk's goal of building a healthy, economically vibrant, connected, and environmentally sustainable community.
 - (8) Healthy Residents: The City will utilize Complete Streets to provide opportunities for physical activity, with the goal of reducing obesity, improving mental health, reducing chronic disease, and promoting wellness.
- D. The City shall incorporate a Safe System Approach into the design of streets, which prioritizes the elimination of crashes that result in death and serious injuries, and shall work collaboratively across departments and disciplines. The Safe System Approach will take into account that deaths and serious injuries are unacceptable, humans make mistakes, humans are vulnerable, responsibility is shared, safety is proactive, and redundancy is crucial.

§ 1-4. Complete Streets Design Guide.

- A. The City is hereby directed to develop a Complete Streets Design Guide, a draft of which shall be made available in accordance with Section 1-4(B), no later than 30 days after the date of adoption of this Chapter. The most recent Norwalk Complete Streets Design Guide shall be available at the City Clerk's Office, and an electronic version shall be available on the City's website, for the use and examination by the public.
- B. The Complete Streets Design Guide shall be reviewed by the Complete Streets Committee from time to time and, in any event, no less frequently than once every 24 months. The Committee may amend the Design Guide in any manner, provided such amendments are consistent with this Chapter, the City Code, the Plan of Conservation and Development, and the Transportation Master Plan. The Design Guide and any subsequent amendments shall be available at the City Clerks' Office, and an electronic

version shall be available on the City website, for 30 days before the Design Guide or any amendments are finalized, and the public shall be given a mechanism for submitting comments and input during such period.

- C. The Common Council and all City departments, including the Traffic, Mobility and Parking Department, the Planning and Zoning Department, and the Department of Operations and Public Works, shall use the Design Guide and this Chapter to guide implementation of Complete Streets.
- D. In conjunction with the Design Guide, the City may utilize any design standards or guidelines that provide relevant guidance from a reliable professional organization or entity. This includes, but is not limited to, the most current editions of standards and guidelines for street design, construction, operations, and maintenance that promote and support Complete Streets. A list of applicable design standards and guidelines must be contained in the Complete Street Design Guide and shall be amended from time to time.

§ 1-5. Responsibilities of the Complete Streets Coordinator.

The Complete Streets Coordinator shall be responsible for:

- A. Ensuring that all Transportation Projects comply with this Chapter and the Design Guide.
- B. Developing and administering a comprehensive program of City Transportation Projects to effectuate the implementation of this Chapter and the Design Guide in collaboration with the Department of Operations and Public Works and other relevant departments.
- C. Establishing benchmarks to ensure the successful implementation of Complete Streets.
- D. Planning for and designing the form, function, classification, and use of the Mobility System to ensure compliance with this Chapter and the Design Guide.
- E. Maintaining and recommending amendments to the Complete Streets Design Guide, which shall include, but not be limited to, maintaining consistency between this Chapter and the Design Guide.
- F. Recommending design standards or guidelines that provide relevant guidance from a reliable professional organization or entity in consultation with the Chief of Department of Operations and Public Works.
- G. Approving the plans, designs, or specifications prepared by a state-certified professionally licensed engineer for the form, function, classification, and use of the Mobility System.

- H. Monitoring and reporting on the City's compliance with this Chapter as provided in § 1-9 below.
- I. Collaborating with the Department of Operations and Public Works and all other relevant departments on the supervision and coordination of public improvements carried out by contract related to the planning, design, construction, and maintenance of the Mobility System.

§ 1-6. Implementation.

- A. The City shall apply the Complete Streets Design Guide, as amended from time to time, to all Transportation Projects within the City, except as may be exempted or excepted under § 1-7 or § 1-8 of this Chapter.
- B. The City shall adopt the Norwalk Complete Streets Design Guide as an amendment to the Norwalk Transportation Master Plan and Plan of Conservation and Development.
- C. The Department of Operations and Public Works, in coordination with the Complete Streets Coordinator and the Department of Transportation, Mobility and Parking, shall be responsible for developing a 3-year improvement schedule and map for the City's roadways that advances the objectives of this Chapter. The schedule and map shall take into consideration (1) the needs of all Users and the equitable distribution of roadway improvements throughout the City, (2) the efficient use of municipal resources to advance the goals and objectives of the Transportation Master Plan and other relevant plans and studies, and (3) the condition of the roadway or related infrastructure. The improvement schedule and map shall be made publicly available on the City's website.

§ 1-7. Exemptions.

- A. A Transportation Project, or portion of a Transportation Project, shall not be required to meet the standards set forth in the Complete Streets Design Guide if the Complete Streets Coordinator finds that any of the following are true:
 - (1) The use of the Transportation Facility by an identified User is prohibited by law or regulation;
 - (2) Regulatory compliance requirements preclude or prohibit the Transportation Project, or a portion of the project; or
 - (3) The Transportation Project will have de-minimus impact on the Mobility System, including crack sealing, striping maintenance, cleaning or sweeping, drainage improvements, sanitary sewer, signal modifications, or similar activities enumerated in the Design Guide.
- B. Exemptions shall be applied only to those portions of a project that meet the criteria in this section. All remaining portions of the project shall comply with the Complete Streets Design Guide.

§ 1-8. Exceptions.

- A. An exception is required when a project is (1) unable to meet a requirement in the Design Guide or (2) accommodate an identified User. Exceptions shall not be required where an Exemption exists.
- B. The following shall be considered reasonable and appropriate reasons for requiring an exception:
 - (1) Applying a standard would result in adverse impacts to the goals established in this Chapter that significantly outweigh the benefits of the project or of accommodating a User Group.
 - (2) Adhering to the standards would result in exorbitant costs or in Transportation Projects that substantially exceed the identified existing or future benefits.
 - (3) A plan or study adopted by the City with community input after the adoption of this Chapter explicitly states that a Transportation Project is not appropriate or a User Group cannot be accommodated.
 - (4) Applying a standard would result in substantial adverse impacts to the goals or objectives established in an adopted plan, study, policy, or ordinance.

The foregoing is intended by way of example and not as an exclusive list of reasonable and appropriate reasons for requiring an exception.

- C. To seek an exception, an Exception Report, as defined within the Complete Streets Design Guide, documenting the reasons for an exception shall be made to Complete Streets Committee. After receiving the Exception Report the Complete Streets Coordinator shall:
 - (1) Approve the following de-minimus exceptions, and permit the project to proceed without further review, if deviations from the standards will have no material impact on:
 - (a) The quality of the Users' experience,
 - (b) The ability of Users to meet their mobility needs, and
 - (c) The ability of the City to achieve the goals established in this Chapter;
 - (2) Approve the project with changes that would bring the project into compliance with the Design Guide; or
 - (3) Determine that the project requires an exception.

- D. If the Complete Streets Coordinator determines that a project requires an exception, he or she shall forward the Exception Report to the Complete Streets Committee, which shall have 45 days to review the Exception Report and make a determination. The project shall not progress to construction until the earlier of (1) the end of the 45-day review period (as extended in accordance with subsection E below), and (2) the date the Complete Streets Committee approves the project with or without modifications.
- E. Where a project is especially complex, requires substantial review, or where there are extenuating circumstances that prevent adequate review within the 45-day review period, the Complete Streets Committee may extend the review period for up to an additional 45 days.
- F. In evaluating an Exception Report, the Complete Streets Committee shall consider all relevant information, including public input. If the Complete Streets Committee cannot come to a unanimous conclusion regarding the exception, there must be a vote on the exception, on which the exception is either approved, approved with modifications, or disapproved, in each case by a simple majority. The determination of the Complete Streets Committee shall be made publicly available on the City's website.
- G. An applicant that is denied an exception may take an appeal to the Superior Court in accordance with Connecticut law.
- H. This Chapter shall not apply to projects under construction or with final design approval on or before the effective date of this Chapter. Where active projects have not yet received final design approval, the Complete Streets Coordinator shall determine on case-by-case basis whether the requirements of this Chapter should be incorporated into such projects based on considerations such as, but not limited to, project schedule, available right-of-way, geometric constraints, and project funding.

§ 1-9. Progress Reporting.

The Complete Streets Coordinator shall submit an annual presentation and report to the Common Council that identifies all Transportation Projects entailing third-party costs in excess of \$50,000, or such other amount as the Common Council shall determine, and the progress made in implementing Complete Streets. The annual presentation and report will focus on a comprehensive summary of projects completed within the prior fiscal year that advance Complete Streets. The report shall include, but not be limited to, a detailed list of the number of Exception Reports received and their outcomes and a list and map of all temporary, demonstration, pilot project, or similar activity, regardless of cost, that advance Complete Streets. Departments involved in the implementation of Complete Streets shall provide appropriate information to support the presentation.

§ 1-10. Effective Date.

This Chapter shall become effective on the earlier of (1) the completion of the Complete Streets Design Guide, and (2) 30 days after the date of adoption by the Common Council.

Legal Notice of Public Hearing

Notice is hereby given that the Common Council will hold a Public Hearing (via Regular Meeting) on Tuesday, November 12, 2024 at 7:30 p.m. by way of for the purpose of discussing and voting on Chapter 9 - Administration, Article IX - Reapportionment Advisory Committee, § 9-32. Please check the Common Council agenda for additional details and instructions about how to attend this Public Hearing by way of videoconference/teleconference.

Notice is hereby given that the Common Council will hold a Public Hearing (via Regular Meeting) on Tuesday, November 12, 2024 at 7:30 p.m. by way of for the purpose of discussing and voting on Reapportionment Advisory Committee's Proposed Plan, Map and Letter. These documents can be accessed as follows: <https://www.norwalkct.gov/DocumentCenter/View/34478/Redistricting-ProposedPlanMapLetter?bidId=>

§ 9-32. Districts Established.

The 2024 Five-District Plan which realigns the districts of the City of Norwalk in accordance with the requirements of Law, which plan is incorporated herein by reference, is hereby approved and adopted.

- A. Operative Effect.** The plan shall be operative on January 1, 2025 for the sole purpose of facilitating the administration of the nomination and elections for candidates for the Council members in the 2025 Municipal General Election and for Board of Education members in the 2027 Municipal General Election.
- B. Effective Date.** The effective date for 2024 Five-District Plan shall be;
 - (1) January 1, 2026 for members of the Council;
 - (2) January 1, 2028 for members of the Board of Education elected by district; and,
 - (3) Thereafter shall remain in full force and effect until further revised following the next decennial census.
- C. Interim Vacancies.** Any appointments for vacancies on the Council and Board of Education prior to the effective date shall be filled as set forth in the Charter in accordance with the district lines in effect prior to the effect of the 2024 Five-District Plan.
- D. District Boundaries.** The Districts are established, as follows:

District A

Starting at Riverside Avenue & New Canaan Avenue & Ponus Avenue
 East along New Canaan Avenue to Norwalk River
 North along Norwalk River to Broad Street
 East along Broad Street to Main Street
 South along Main Street to Ward Street
 Southeast along Ward Street to Random Road
 Northeast along Random Road to Buttonball Trail
 Southeast along Buttonball Trail to Jarvis Street
 Northeast along Jarvis Street to West Rocks Road
 Southeast along West Rocks Road to Glendenning Street
 East along Glendenning Street to East Rocks Road
 North along East Rocks Road to Lane Road
 South along Lane Road to Cannon Street
 East along Cannon Street to Newtown Avenue
 North along Newtown Avenue to Roosevelt Street
 East along Roosevelt Street to Dry Hill Road
 South along Dry Hill Road to Westport Avenue
 Southwest along Westport Avenue to East Avenue
 South along East Avenue to Moodys Lane
 West along Moodys Lane and continuing west to the east shore of Norwalk River
 South along Norwalk River to 1-95
 West along 1-95 to Crescent Street overpass
 North along Crescent Street to a point due east of the Lockwood-Mathews Mansion Museum
 Due West to Connecticut Avenue
 Southwest along Connecticut Avenue to Clinton Avenue
 Northwest along Clinton Avenue to Phillips Street
 Southwest along Phillips Street to Ferris Avenue
 Northwest along Ferris Avenue to Benedict Street
 Southwest along Benedict Street to North Taylor Avenue
 Northwest along North Taylor Avenue to Fillow Street
 Northwest along Fillow Street to Stepping Stone Road
 North on Stepping Stone Road to Maher Drive
 North along Maher Drive to Eleanor Lane
 Northeast along Eleanor Lane to Beau Street
 Southeast along Beau Street to Ingleside Avenue
 East along Ingleside Avenue to Spring Hill Avenue
 North along Spring Hill Avenue to Ponus Avenue
 East along Ponus Avenue to Riverside Avenue & New Canaan Avenue & Ponus Avenue

District B

Starting at Wilson Avenue & Martin Luther King Drive
 North along Martin Luther King Drive to Taft Street
 West along Taft Street and continuing west to Conrail Railroad
 South along Conrail Railroad to a point east of Riordan Street
 West to Riordan Street
 West along Riordan Street to Bouton Street
 North along Bouton Street to Glasser Street
 North along Glasser Street to Soundview Avenue
 Northeast along Soundview Avenue to Arbor Drive
 North along Arbor Drive to Flax Hill Road
 West along Flax Hill Road to Woodlawn Avenue
 North along Woodlawn Avenue to McAllister Avenue
 West along McAllister Avenue to Richmond Hill Road
 North along Richmond Hill Road to Senga Road
 West along Senga Road to Scribner Avenue
 Northeast along Scribner Avenue to West Cedar Street
 Northeast along West Cedar Street to North Taylor Avenue
 South along North Taylor Avenue to Connecticut Avenue
 Northeast along Connecticut Avenue to a point due west of the Lockwood-Mathews Mansion Museum
 Due east to Crescent Street
 South along Crescent Street to 1-95 overpass
 East along 1-95 to Norwalk River

South along Norwalk River to New Canaan Avenue
 West along New Canaan Avenue to Ponus Avenue
 West along Ponus Avenue to Spring Hill Avenue
 South along Spring Hill Avenue to Ingleside Avenue
 West along Ingleside Avenue to Beau Street
 Northwest along Beau Street to Eleanor Lane
 Southwest along Eleanor Lane to Maher Drive
 South along Maher Drive to Stepping Stone Road
 South along Stepping Stone Road to Fillow Street
 West along Fillow Street to Hunters Lane
 North along Hunters Lane to Ponus Avenue
 West along Ponus Avenue to Styles Lane
 Northeast along Styles Lane to Glen Pines Lane
 North along Glen Pines Lane to Glen Avenue
 North along Glen Avenue to New Canaan Avenue
 West along New Canaan Avenue to Carter Street
 North along Carter Street to city boundary
 North, east, and south along city boundary to Murray Street
 West along Murray Street to Newtown Avenue
 South along Newtown Avenue to Newtown Avenue & Cannon Street

District E

Starting at Stepping Stone Road & Fillow Street
 Southeast along Fillow Street to North Taylor Avenue
 South along North Taylor Avenue to Benedict Street
 Northeast along Benedict Street to Ferris Avenue
 Southeast along Ferris Avenue to Phillips Street
 Northeast along Phillips Street to Clinton Avenue
 Southeast along Clinton Avenue to Connecticut Avenue
 West along Connecticut Avenue to North Taylor Avenue
 North along North Taylor Avenue to West Cedar Street
 Southwest along West Cedar Street to Scribner Avenue
 Southwest along Scribner Avenue to Senga Road
 East along Senga Road to Richmond Hill Road
 South along Richmond Hill Road to McAllister Avenue
 East along McAllister Avenue to Woodlawn Avenue
 South along Woodlawn Avenue to Flax Hill Road
 East along Flax Hill Road to Arbor Drive
 South along Arbor Drive to Soundview Avenue
 Southwest along Soundview Avenue to Glasser Street
 South along Glasser Street to Bouton Street
 South along Bouton Street to Riordan Street
 East along Riordan Street, then continuing east to Conrail Railroad
 North along Conrail Railroad to a point west of Taft Street
 East to Taft Street
 East along Taft Street to Martin Luther King Drive
 South along Martin Luther King Drive to Wilson Avenue
 Northeast on Wilson Avenue to a point west of the northern tip of the inlet
 East to northern tip of inlet
 South along inlet to a point southwest of Dock Road
 Northeast to Dock Road
 Northeast along Dock Road to Woodward Avenue
 Northeast along Woodward Avenue to Naromake Avenue
 Northeast along Naromake Avenue to Neptune Avenue
 Southeast to Norfolk Harbor
 East then southwesterly along Norfolk Harbor and Long Island Sound to city boundary
 North along city boundary to Carter Street
 South along Carter Street to New Canaan Avenue
 East along New Canaan Avenue to Glen Avenue
 South along Glen Avenue to Glen Pines Lane
 South along Glen Pines Lane to Styles Lane
 Southwest along Styles Lane to Ponus Avenue
 East along Ponus Avenue to Hunters Lane
 South along Hunters Lane to Fillow Street

South along Lane Road to Cannon Street
 East along Cannon Street to Newtown Avenue
 North along Newtown Avenue to Roosevelt Street
 East along Roosevelt Street to Dry Hill Road
 South along Dry Hill Road to Westport Avenue
 Southwest along Westport Avenue to East Avenue
 South along East Avenue to Moodys Lane
 West along Moodys Lane and continuing west to the east shore of Norwalk River
 South along Norwalk River to 1-95
 West along 1-95 to Crescent Street overpass
 North along Crescent Street to a point due east of the Lockwood-Mathews Mansion Museum
 Due West to Connecticut Avenue
 Southwest along Connecticut Avenue to Clinton Avenue
 Northwest along Clinton Avenue to Phillips Street
 Southwest along Phillips Street to Ferris Avenue
 Northwest along Ferris Avenue to Benedict Street
 Southwest along Benedict Street to North Taylor Avenue
 Northwest and north along North Taylor Avenue to Fillow Street
 Northwest along Fillow Street to Stepping Stone Road
 North on Stepping Stone Road to Maher Drive
 North along Maher Drive to Eleanor Lane
 Northeast along Eleanor Lane to Beau Street
 Southeast along Beau Street to Ingleside Avenue
 East along Ingleside Avenue to Spring Hill Avenue
 North along Spring Hill Avenue to Ponus Avenue
 East along Ponus Avenue to Riverside Avenue & New Canaan Avenue & Ponus Avenue

District B

Starting at Wilson Avenue & Martin Luther King Drive
 North along Martin Luther King Drive to Taft Street
 West along Taft Street and continuing west to Conrail Railroad
 South along Conrail Railroad to a point east of Riordan Street
 West to Riordan Street
 West along Riordan Street to Bouton Street
 North along Bouton Street to Glasser Street
 North along Glasser Street to Soundview Avenue
 Northeast along Soundview Avenue to Arbor Drive
 North along Arbor Drive to Flax Hill Road
 West along Flax Hill Road to Woodlawn Avenue
 North along Woodlawn Avenue to McAllister Avenue
 West along McAllister Avenue to Richmond Hill Road
 North along Richmond Hill Road to Senga Road
 West along Senga Road to Scribner Avenue
 Northeast along Scribner Avenue to West Cedar Street
 Northeast along West Cedar Street to North Taylor Avenue
 South along North Taylor Avenue to Connecticut Avenue
 Northeast along Connecticut Avenue to a point due west of the Lockwood-Mathews Mansion Museum
 Due east to Crescent Street
 South along Crescent Street to 1-95 overpass
 East along 1-95 to Norwalk River
 South along Norwalk River to Washington Street Bridge
 West along Washington Street Bridge to western shore of Norwalk River
 South along Norwalk River and Norwalk Harbor to a point southeast of Neptune Avenue & Naromake Avenue
 Northwest to Neptune Avenue & Naromake Avenue
 Southwest along Naromake Avenue to Woodward Avenue
 Southwest along Woodward Avenue to Dock Road
 Southwest along Dock Road to the end, then continuing southwest to inlet
 North along inlet to the end
 West to Wilson Avenue
 Southwest along Wilson Avenue to Wilson Avenue & Martin Luther King Drive

District C

Starting at Westport Avenue & East Avenue
 Northeast along Westport Avenue to Dry Hill Road
 North along Dry Hill Road to Roosevelt Street
 West along Roosevelt Street to Newtown Avenue
 North along Newtown Avenue to Murray Street
 Northeast along Murray Street to city boundary
 South along City Boundary to Long Island Sound
 West and north along Long Island Sound, Norfolk Harbor, and Norfolk River to a point west of Moodys Lane
 East to Moodys Lane
 East along Moodys Lane to East Avenue
 North along East Avenue to Westport Avenue & East Avenue

District D

Starting at Newtown Avenue & Cannon Street
 West along Cannon Street to Lane Road
 North along Lane Road to East Rocks Road
 South along East Rocks Road to Glendenning Street
 West along Glendenning Street to West Rocks Road
 Northwest along West Rocks Road to Jarvis Street
 Southwest along Jarvis Street to Buttonball Trail
 Northwest along Buttonball Trail to Random Road
 Southwest along Random Road to Ward Street
 Northwest along Ward Street to Main Street
 North along Main Street to Broad Street
 West along Broad Street to Norwalk River

Dated at Norwalk, Connecticut this 30th day of October 2024.

ATTEST: Irene Dixon, City Clerk

North along Glen Pines Lane to Glen Avenue
 North along Glen Avenue to New Canaan Avenue
 West along New Canaan Avenue to Carter Street
 North along Carter Street to city boundary
 North, east, and south along city boundary to Murray Street
 West along Murray Street to Newtown Avenue
 South along Newtown Avenue to Newtown Avenue & Cannon Street

District E

Starting at Stepping Stone Road & Fillow Street
 Southeast along Fillow Street to North Taylor Avenue
 South along North Taylor Avenue to Benedict Street
 Northeast along Benedict Street to Ferris Avenue
 Southeast along Ferris Avenue to Phillips Street
 Northeast along Phillips Street to Clinton Avenue
 Southeast along Clinton Avenue to Connecticut Avenue
 West along Connecticut Avenue to North Taylor Avenue
 North along North Taylor Avenue to West Cedar Street
 Southwest along West Cedar Street to Scribner Avenue
 Southwest along Scribner Avenue to Senga Road
 East along Senga Road to Richmond Hill Road
 South along Richmond Hill Road to McAllister Avenue
 East along McAllister Avenue to Woodlawn Avenue
 South along Woodlawn Avenue to Flax Hill Road
 East along Flax Hill Road to Arbor Drive
 South along Arbor Drive to Soundview Avenue
 Southwest along Soundview Avenue to Glasser Street
 South along Glasser Street to Bouton Street
 South along Bouton Street to Riordan Street
 East along Riordan Street, then continuing east to Conrail Railroad
 North along Conrail Railroad to a point west of Taft Street
 East to Taft Street
 East along Taft Street to Martin Luther King Drive
 South along Martin Luther King Drive to Wilson Avenue
 Northeast on Wilson Avenue to a point west of the northern tip of the inlet
 East to northern tip of inlet
 South along inlet to a point southwest of Dock Road
 Northeast to Dock Road
 Northeast along Dock Road to Woodward Avenue
 Northeast along Woodward Avenue to Naromake Avenue
 Northeast along Naromake Avenue to Neptune Avenue
 Southeast to Norfolk Harbor
 East then southwesterly along Norfolk Harbor and Long Island Sound to city boundary
 North along city boundary to Carter Street
 South along Carter Street to New Canaan Avenue
 East along New Canaan Avenue to Glen Avenue
 South along Glen Avenue to Glen Pines Lane
 South along Glen Pines Lane to Styles Lane
 Southwest along Styles Lane to Ponus Avenue
 East along Ponus Avenue to Hunters Lane
 South along Hunters Lane to Fillow Street
 East along Fillow Street to Stepping Stone Road & Fillow Street

Each of the Districts are set forth on the map as follows.

City of Norwalk, CT, Redistricting 2024

Proposed Council Districts as approved by the Reapportionment Advisory Committee on 9-12-24



Legal Notice of Public Hearing

Notice is hereby given that the Common Council will hold a Public Hearing (via Regular Meeting) on Tuesday, November 12, 2024 at 7:30 p.m. by way of for the purpose of discussing and voting on Chapter 9 – Administration, Article IX – Reapportionment Advisory Committee, § 9-32. Please check the Common Council agenda for additional details and instructions about how to attend this Public Hearing by way of videoconference/teleconference.

Notice is hereby given that the Common Council will hold a Public Hearing (via Regular Meeting) on Tuesday, November 12, 2024 at 7:30 p.m. by way of for the purpose of discussing and voting on Reapportionment Advisory Committee's Proposed Plan, Map and Letter. These documents can be accessed as follows:

<https://www.norwalkct.gov/DocumentCenter/View/34478/Redistricting-Proposed-PlanMapLetter?bidId=>

§ 9-32. Districts Established.

The 2024 Five-District Plan which realigns the districts of the City of Norwalk in accordance with the requirements of Law, which plan is incorporated herein by reference, is hereby approved and adopted.

- A. Operative Effect.** The plan shall be operative on January 1, 2025 for the sole purpose of facilitating the administration of the nomination and elections for candidates for the Council members in the 2025 Municipal General Election and for Board of Education members in the 2027 Municipal General Election.
- B. Effective Date.** The effective date for 2024 Five-District Plan shall be;
 - (1) January 1, 2026 for members of the Council;
 - (2) January 1, 2028 for members of the Board of Education elected by district; and,
 - (3) Thereafter shall remain in full force and effect until further revised following the next decennial census.
- C. Interim Vacancies.** Any appointments for vacancies on the Council and Board of Education prior to the effective date shall be filled as set forth in the Charter in accordance with the district lines in effect prior to the effect of the 2024 Five-District Plan.
- D. District Boundaries.** The Districts are established, as follows:

District A

Starting at Riverside Avenue & New Canaan Avenue & Ponus Avenue
East along New Canaan Avenue to Norwalk River
North along Norwalk River to Broad Street

East along Broad Street to Main Street
South along Main Street to Ward Street
Southeast along Ward Street to Random Road
Northeast along Random Road to Buttonball Trail
Southeast along Buttonball Trail to Jarvis Street
Northeast along Jarvis Street to West Rocks Road
Southeast along West Rocks Road to Glendenning Street
East along Glendenning Street to East Rocks Road
North along East Rocks Road to Lane Road
South along Lane Road to Cannon Street
East along Cannon Street to Newtown Avenue
North along Newtown Avenue to Roosevelt Street
East along Roosevelt Street to Dry Hill Road
South along Dry Hill Road to Westport Avenue
Southwest along Westport Avenue to East Avenue
South along East Avenue to Moodys Lane
West along Moodys Land and continuing west to the east shore of Norwalk River
South along Norwalk River to I-95
West along I-95 to Crescent Street overpass
North along Crescent Street to a point due east of the Lockwood-Mathews Mansion Museum
Due West to Connecticut Avenue
Southwest along Connecticut Avenue to Clinton Avenue
Northwest along Clinton Avenue to Phillips Street
Southwest along Phillips Street to Ferris Avenue
Northwest along Ferris Avenue to Benedict Street
Southwest along Benedict Street to North Taylor Avenue
Northwest and north along North Taylor Avenue to Fillow Street
Northwest along Fillow Street to Stepping Stone Road
North on Stepping Stone Road to Maher Drive
North along Maher Drive to Eleanor Lane
Northeast along Eleanor Lane to Beau Street
Southeast along Beau Street to Ingleside Avenue
East along Ingleside Avenue to Spring Hill Avenue
North along Spring Hill Avenue to Ponus Avenue
East along Ponus Avenue to Riverside Avenue & New Canaan Avenue & Ponus Avenue

District B

Starting at Wilson Avenue & Martin Luther King Drive
North along Martin Luther King Drive to Taft Street
West along Taft Street and continuing west to Conrail Railroad
South along Conrail Railroad to a point east of Riordan Street
West to Riordan Street
West along Riordan Street to Bouton Street
North along Bouton Street to Glasser Street

North along Glasser Street to Soundview Avenue
Northeast along Soundview Avenue to Arbor Drive
North along Arbor Drive to Flax Hill Road
West along Flax Hill Road to Woodlawn Avenue
North along Woodlawn Avenue to McAllister Avenue
West along McAllister Avenue to Richmond Hill Road
North along Richmond Hill Road to Senga Road
West along Senga Road to Scribner Avenue
Northeast along Scribner Avenue to West Cedar Street
Northeast along West Cedar Street to North Taylor Avenue
South along North Taylor Avenue to Connecticut Avenue
Northeast along Connecticut Avenue to a point due west of the Lockwood-Mathews Mansion Museum
Due east to Crescent Street
South along Crescent Street to I-95 overpass
East along I-95 to Norwalk River
South along Norwalk River to Washington Street Bridge
West along Washington Street Bridge to western shore of Norwalk River
South along Norwalk River and Norwalk Harbor to a point southeast of Neptune Avenue & Naromake Avenue
Northwest to Neptune Avenue & Naromake Avenue
Southwest along Naromake Avenue to Woodward Avenue
Southwest along Woodward Avenue to Dock Road
Southwest along Dock Road to the end, then continuing southwest to inlet
North along inlet to the end
West to Wilson Avenue
Southwest along Wilson Avenue to Wilson Avenue & Martin Luther King Drive

District C

Starting at Westport Avenue & East Avenue
Northeast along Westport Avenue to Dry Hill Road
North along Dry Hill Road to Roosevelt Street
West along Roosevelt Street to Newtown Avenue
North along Newtown Avenue to Murray Street
Northeast along Murray Street to city boundary
South along City Boundary to Long Island Sound
West and north along Long Island Sound, Norfolk Harbor, and Norfolk River to a point west of Moodys Lane
East to Moodys Lane
East along Moodys Lane to East Avenue
North along East Avenue to Westport Avenue & East Avenue

District D

Starting at Newtown Avenue & Cannon Street
West along Cannon Street to Lane Road
North along Lane Road to East Rocks Road

South along East Rocks Road to Glendenning Street
West along Glendenning Street to West Rocks Road
Northwest along West Rocks Road to Jarvis Street
Southwest along Jarvis Street to Buttonball Trail
Northwest along Buttonball Trail to Random Road
Southwest along Random Road to Ward Street
Northwest along Ward Street to Main Street
North along Main Street to Broad Street
West along Broad Street to Norwalk River
South along Norwalk River to New Canaan Avenue
West along New Canaan Avenue to Ponus Avenue
West along Ponus Avenue to Spring Hill Avenue
South along Spring Hill Avenue to Ingleside Avenue
West along Ingleside Avenue to Beau Street
Northwest along Beau Street to Eleanor Lane
Southwest along Eleanor Lane to Maher Drive
South along Maher Drive to Stepping Stone Road
South along Stepping Stone Road to Fallow Street
West along Fallow Street to Hunters Lane
North along Hunters Lane to Ponus Avenue
West along Ponus Avenue to Styles Lane
Northeast along Styles Lane to Glen Pines Lane
North along Glen Pines Lane to Glen Avenue
North along Glen Avenue to New Canaan Avenue
West along New Canaan Avenue to Carter Street
North along Carter Street to city boundary
North, east, and south along city boundary to Murray Street
West along Murray Street to Newtown Avenue
South along Newtown Avenue to Newtown Avenue & Cannon Street

District E

Starting at Stepping Stone Road & Fallow Street
Southeast along Fallow Street to North Taylor Avenue
South along North Taylor Avenue to Benedict Street
Northeast along Benedict Street to Ferris Avenue
Southeast along Ferris Avenue to Phillips Street
Northeast along Phillips Street to Clinton Avenue
Southeast along Clinton Avenue to Connecticut Avenue
West along Connecticut Avenue to North Taylor Avenue
North along North Taylor Avenue to West Cedar Street
Southwest along West Cedar Street to Scribner Avenue
Southwest along Scribner Avenue to Senga Road
East along Senga Road to Richmond Hill Road
South along Richmond Hill Road to McAllister Avenue
East along McAllister Avenue to Woodlawn Avenue
South along Woodlawn Avenue to Flax Hill Road
East along Flax Hill Road to Arbor Drive
South along Arbor Drive to Soundview Avenue

Southwest along Soundview Avenue to Glasser Street
South along Glasser Street to Bouton Street
South along Bouton Street to Riordan Street
East along Riordan Street, then continuing east to Conrail Railroad
North along Conrail Railroad to a point west of Taft Street
East to Taft Street
East along Taft Street to Martin Luther King Drive
South along Martin Luther King Drive to Wilson Avenue
Northeast on Wilson Avenue to a point west of the northern tip of the inlet
East to northern tip of inlet
South along inlet to a point southwest of Dock Road
Northeast to Dock Road
Northeast along Dock Road to Woodward Avenue
Northeast along Woodward Avenue to Naromake Avenue
Northeast along Naromake Avenue to Neptune Avenue
Southeast to Norfolk Harbor
East then southwesterly along Norfolk Harbor and Long Island Sound to city boundary
North along city boundary to Carter Street
South along Carter Street to New Canaan Avenue
East along New Canaan Avenue to Glen Avenue
South along Glen Avenue to Glen Pines Lane
South along Glen Pines Lane to Styles Lane
Southwest along Styles Lane to Ponus Avenue
East along Ponus Avenue to Hunters Lane
South along Hunters Lane to Fallow Street
East along Fallow Street to Stepping Stone Road & Fallow Street

Each of the Districts are set forth on the map as follows.

Dated at Norwalk, Connecticut this _____ day of October 2024.

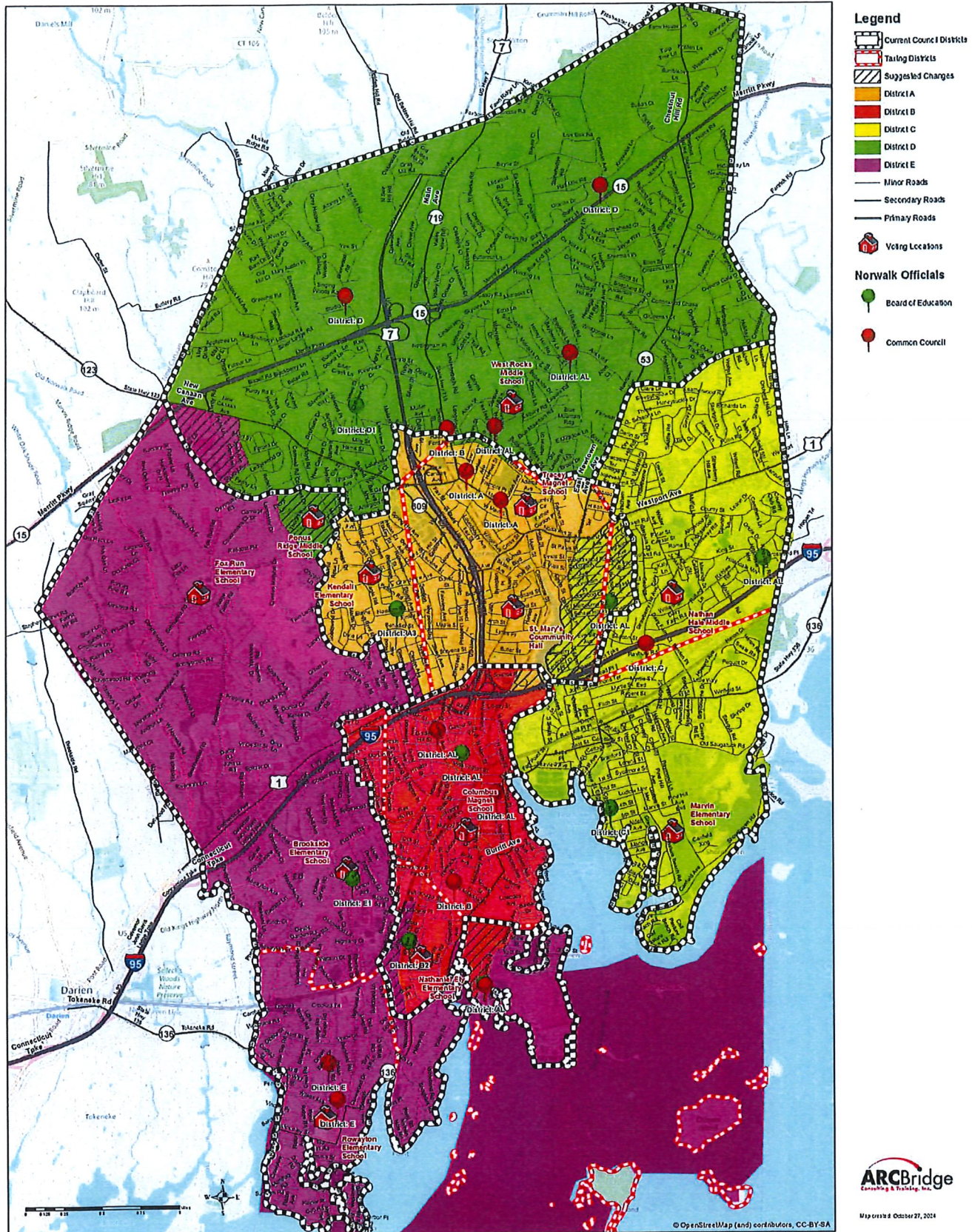
ATTEST: _____

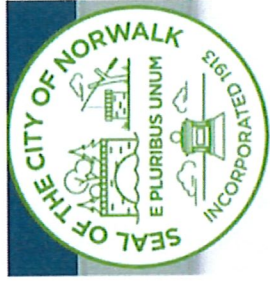
Irene Dixon, City Clerk

THE HOUR: Please publish once on Friday, November 1, 2024

City of Norwalk CT, Redistricting 2024

Proposed Council Districts as approved by the
Reapportionment Advisory Committee on 9-12-24





City of Norwalk CT - Redistricting 2024 Proposed Plan as accepted by the Redistricting Advisory Committee on 9-12-24

For Public Hearing on 9/25/24



Project Requirements

Evaluate the Common Council district boundaries to ensure that they meet the requirements of law, as stated in City Ordinance and, if necessary based solely upon those requirements, to assist the City in developing new district boundaries.

Ord. 9-26 entitled **"Standards Pertaining to Reapportionment,"** reads as follows: "The reapportionment of Council Districts shall conform to federal and state constitutional standards and statutory requirements. Accordingly, the Council Districts shall be: A. of substantially equal population; and, B. to the extent possible consistent with the preceding, established in compact and contiguous form following geographical divisions, considering communities of interest and historical boundary lines and shall further use best efforts to include the boundary lines of the Taxing Districts as defined in the Charter within a single Council District where practicable; and, C. to the extent possible consistent with the preceding, established in accordance with the requirements of C.G.S. §9-169f."

Redistricting Requirements as per the Voting Rights Act & the City Ordinance

Population Equality – All districts will be drawn such that they are as equal in population as possible. *Ideally the Maximum Deviation should be under 10%*

Compact & Contiguous – The districts should be compact and contiguous. Use Census blocks to build districts

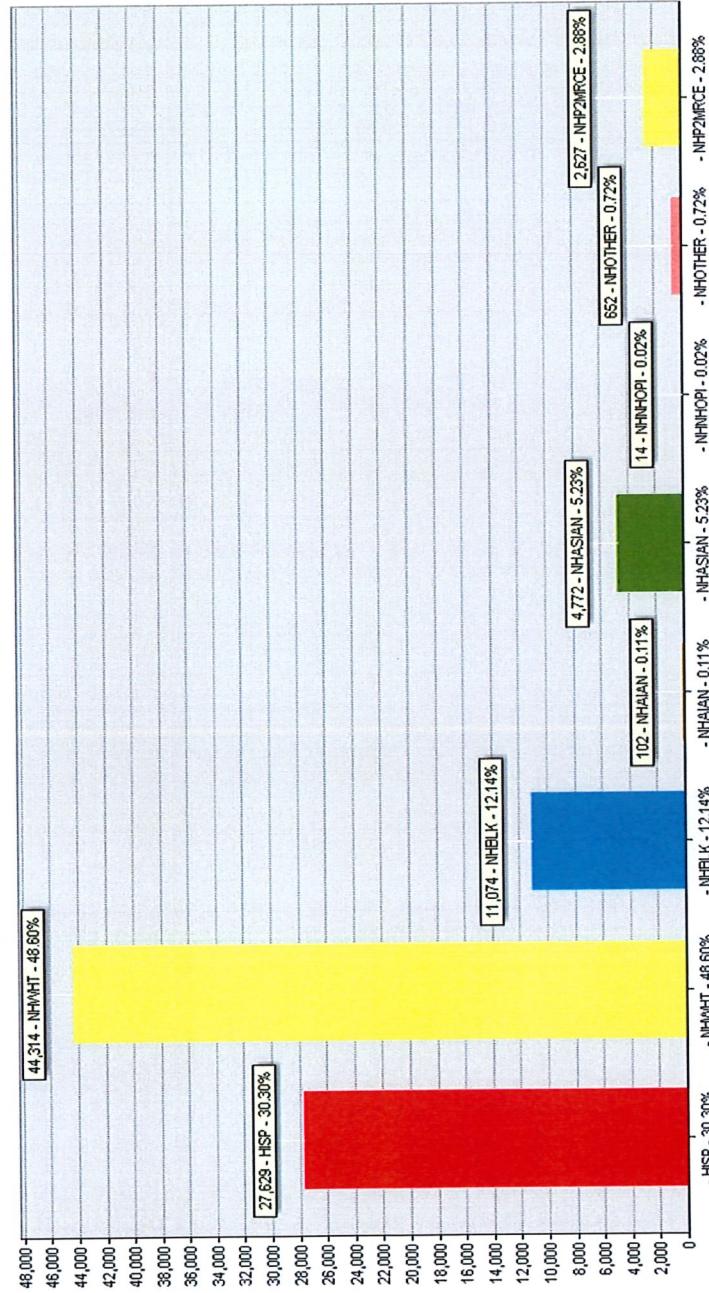
Fair Representation of Minorities – As per Voting Rights Act, Minority vote will not be diluted. Minority populations will be fairly represented such that minorities will not be packed into a district or cracked into more than one district to dilute the minority voting power.

Communities of Interest – Communities of Interests will be identified and all attempts will be made to keep them in one district as long as the population and other criteria are met. Attempts will be made to avoid splitting neighborhoods, where possible, without violating other requirements.

Historical Boundary Lines - Consider historical boundary lines

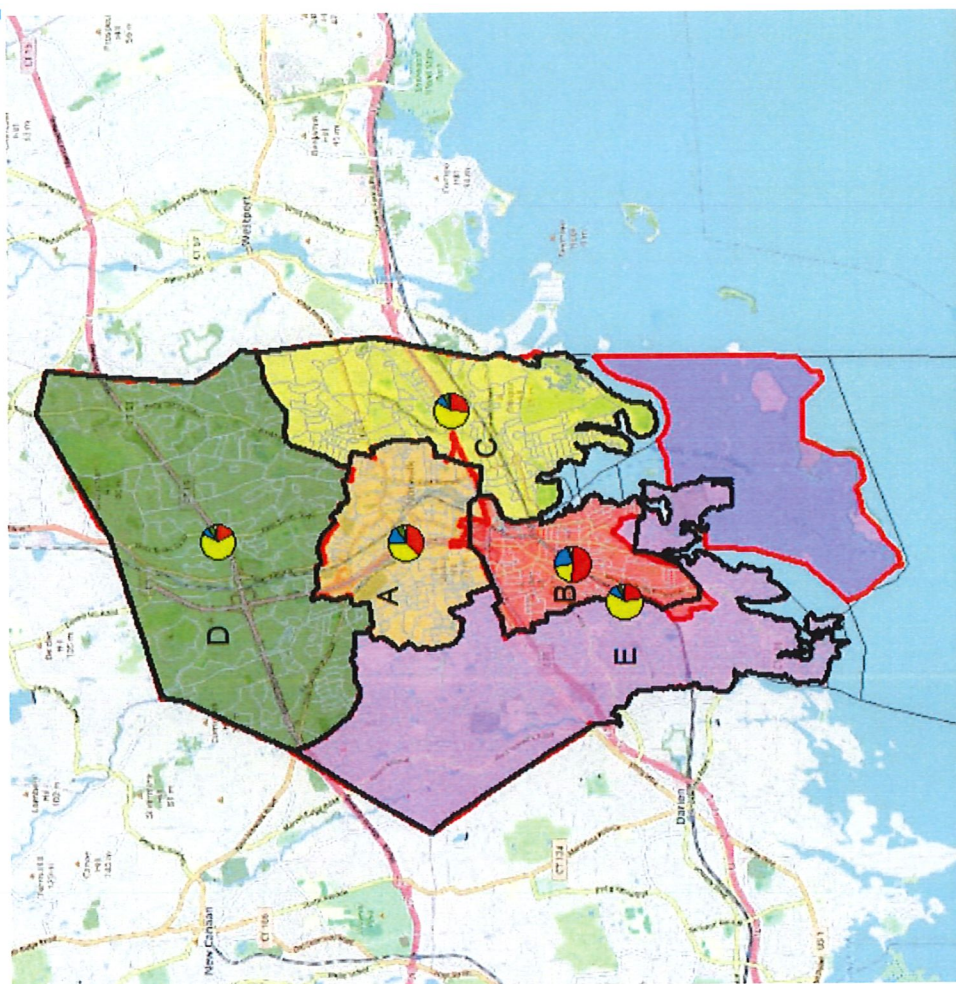
Taxing Districts - Use best efforts to include the boundary lines of the Taxing Districts as defined in the Charter within a single Council District *where practicable*

CTVRA - Compliance with VRA & CTVRA Requirements

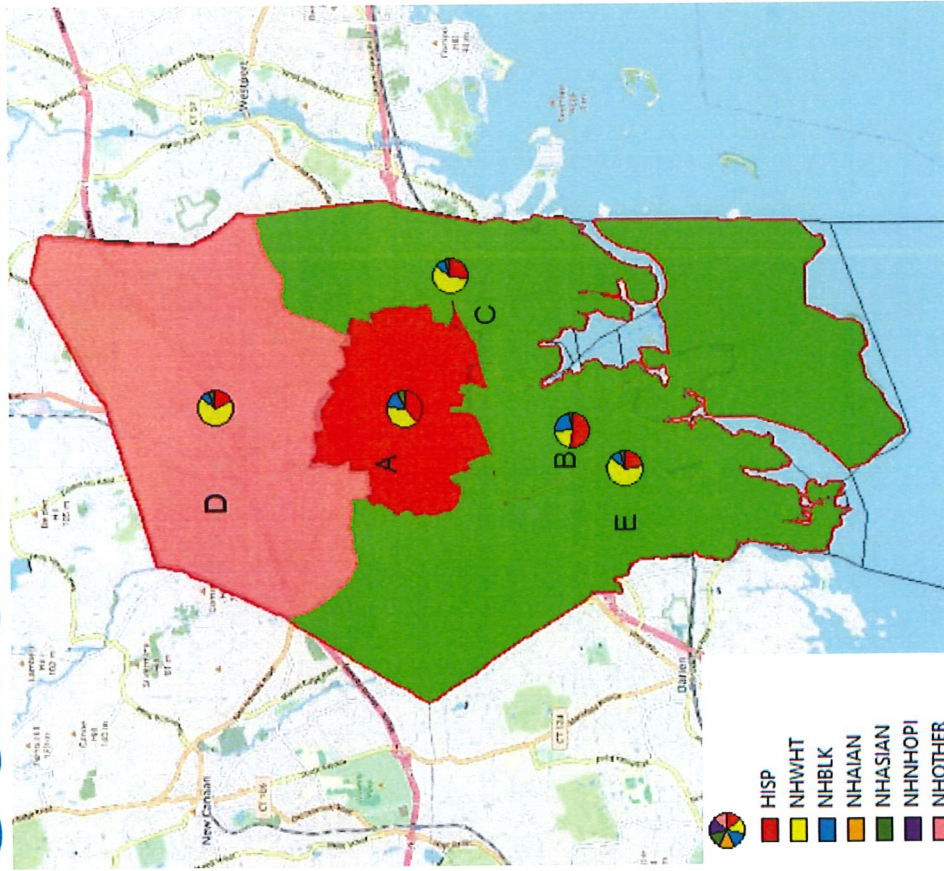


NH – Non-Hispanic
NHP2+Races – Persons of 2 or more races

Current Districts with 2020 Census Population



Current Districts



Districts in Green have less population and Districts in Red have more population as compared to the ideal/average population

District A has the most population

District C has the least population

We need to balance the population and get a Maximum Deviation under 10%

Maximum Deviation is the difference between the most and the least populated district

The current Maximum Deviation is **18.86%**

The current district boundaries are not aligned with census blocks

Current Districts-Total Population By Race

	Hispanic	NH White	NH Black	NH AIAN	NH Asian	NH NHOPI	NH Other	NH - 2+ Race	Total
A	7,360	7,653	3051	31	1383	2	177	570	20,227
B	9,038	3,896	3790	34	622	4	135	444	17,963
C	4,300	9,728	1360	5	830	5	96	464	16,788
D	3,084	12,356	1252	16	1095	1	120	570	18,494
E	3,847	10,681	1621	16	842	2	124	579	17,712
									91,184
Racial Ethnic Composition of Each District %									
	Hispanic%	NH White%	NH Black%	NH AIAN%	NH Asian%	NH NHOPI %	NH Other%	NH - 2+ Race%	Total
A	36.39%	37.84%	15.08%	0.15%	6.84%	0.01%	0.88%	2.82%	100.00%
B	50.31%	21.69%	21.10%	0.19%	3.46%	0.02%	0.75%	2.47%	100.00%
C	25.61%	57.95%	8.10%	0.03%	4.94%	0.03%	0.57%	2.76%	100.00%
D	16.68%	66.81%	6.77%	0.09%	5.92%	0.01%	0.65%	3.08%	100.00%
E	21.72%	60.30%	9.15%	0.09%	4.75%	0.01%	0.70%	3.27%	100.00%

Districts A & B are Minority Majority District; District B is a Hispanic Majority District; Districts C, D and E are NH White Majority Districts

Current Districts-Total Voting Population By Race

	Hispanic	NH White	NH Black	NH AIAN	NH Asian	NH NHOPI	NH Other	NH - 2+ Race	Total
A	5,350	6,772	2,420	24	1,132	2	116	396	16,212
B	6,305	3,498	2,977	26	517	3	93	292	13,711
C	3,048	8,428	1,085	2	675	5	59	307	13,609
D	2,252	10,661	1,007	14	906	1	68	341	15,250
E	2,725	8,804	1,271	11	670	0	75	344	13,900
									72,682
Racial Ethnic Composition of Each District %									
	Hispanic%	NH White%	NH Black%	NH AIAN%	NH Asian%	NH NHOPI %	NH Other%	NH - 2+ Race%	Total
A	33.00%	41.77%	14.93%	0.15%	6.98%	0.01%	0.72%	2.44%	100.00%
B	45.98%	25.51%	21.71%	0.19%	3.77%	0.02%	0.68%	2.13%	100.00%
C	22.40%	61.93%	7.97%	0.01%	4.96%	0.04%	0.43%	2.26%	100.00%
D	14.77%	69.91%	6.60%	0.09%	5.94%	0.01%	0.45%	2.24%	100.00%
E	19.60%	63.34%	9.14%	0.08%	4.82%	0.00%	0.54%	2.47%	100.00%

District A & B are Minority Majority District; Districts C, D and E are NH White Majority Districts

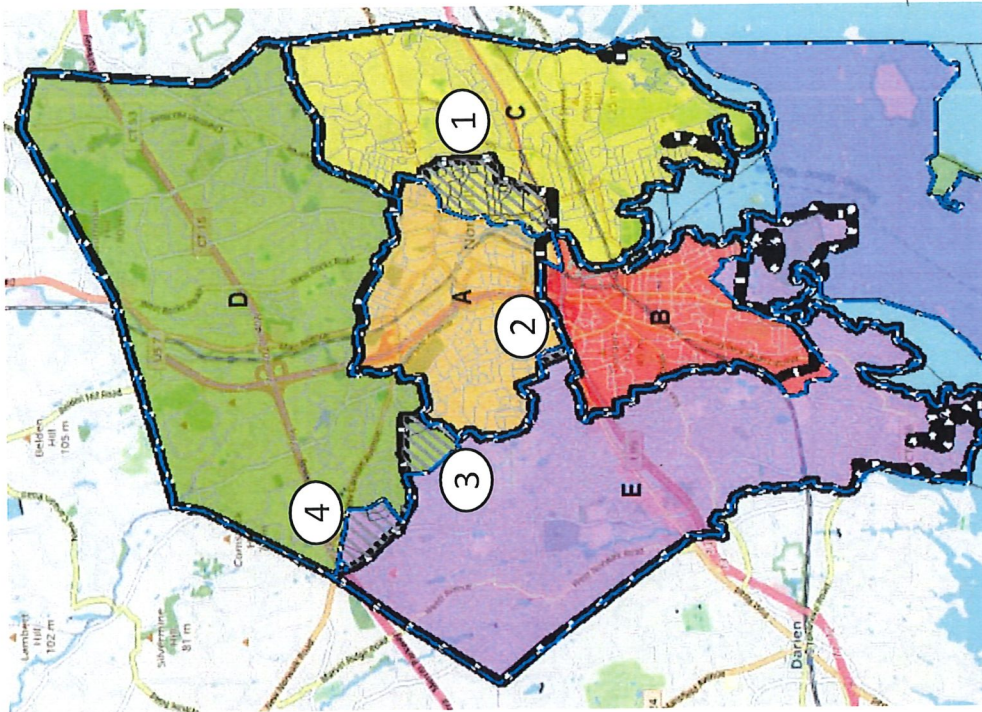
Proposed Council Districts

The Maximum Deviation is 3.66%

4 Proposed Changes

1. A to C
2. A to E
3. E to D
4. D to E

Other Changes due to Taxing Districts
A-D, E-B



Proposed Districts -Total Population By Race

	Hispanic	NH White	NH Black	NH AIAN	NH Asian	NH NHOPI	NH Other	NH - 2+ Race	Total
A	6,816	6,399	2861	30	1252	2	165	530	18,055
B	9,038	3,896	3790	34	622	4	135	444	17,963
C	4,699	10,866	1508	6	936	5	107	503	18,630
D	3,133	12,324	1293	16	1094	1	120	579	18,560
E	3,943	10,829	1622	16	868	2	125	571	17,976
									91,184
Racial Ethnic Composition of Each District %									
	Hispanic%	NH White%	NH Black%	NH AIAN%	NH Asian%	NH NHOPI %	NH Other%	NH - 2+ Race%	Total
A	37.75%	35.44%	15.85%	0.17%	6.93%	0.01%	0.91%	2.94%	100.00%
B	50.31%	21.69%	21.10%	0.19%	3.46%	0.02%	0.75%	2.47%	100.00%
C	25.22%	58.33%	8.09%	0.03%	5.02%	0.03%	0.57%	2.70%	100.00%
D	16.88%	66.40%	6.97%	0.09%	5.89%	0.01%	0.65%	3.12%	100.00%
E	21.93%	60.24%	9.02%	0.09%	4.83%	0.01%	0.70%	3.18%	100.00%

Districts A & B are Minority Majority District; District B is a Hispanic Majority District; Districts C, D and E are NH White Majority Districts

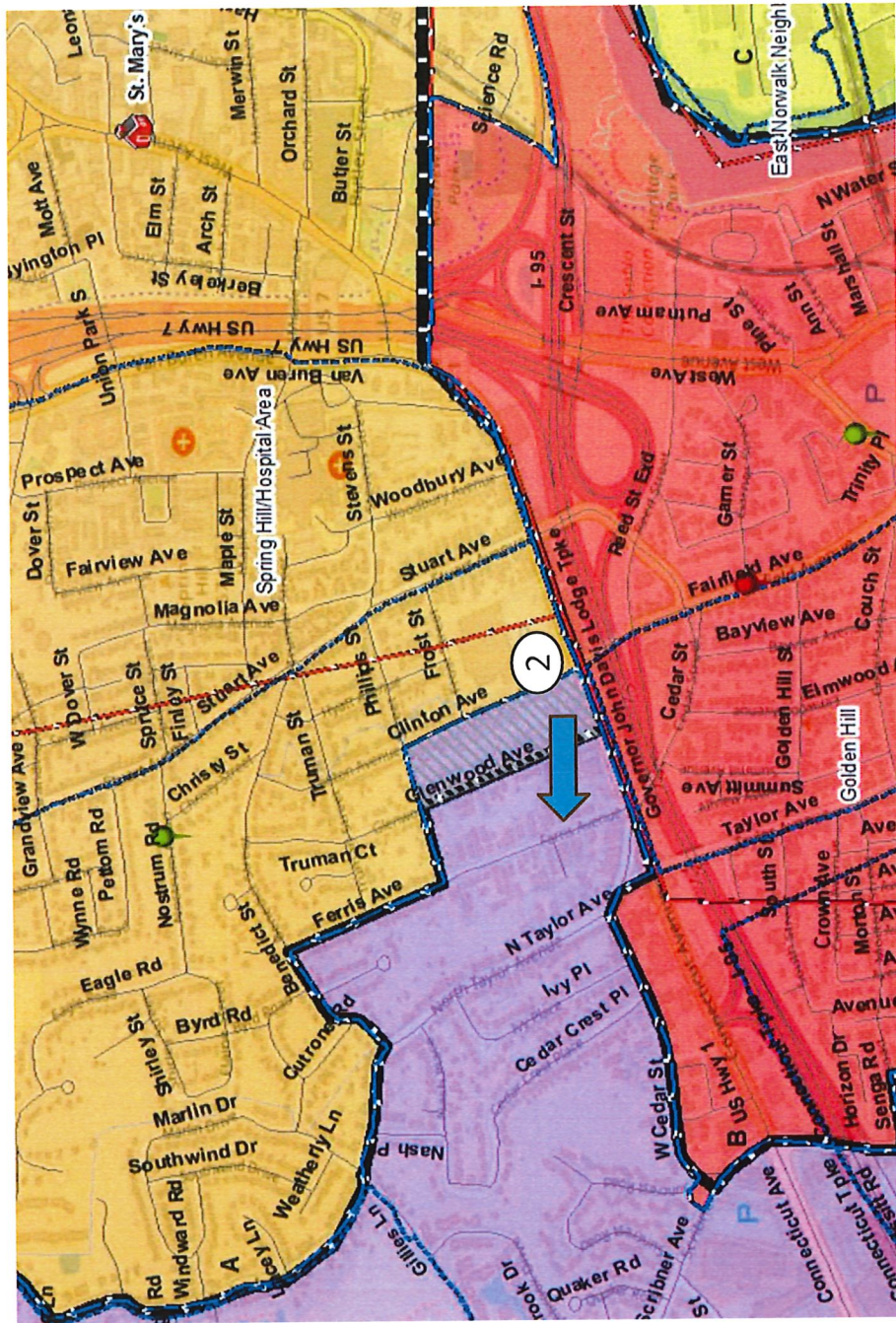
Proposed Districts-Total Voting Population By Race

	Hispanic	NH White	NH Black	NH AIAN	NH Asian	NH NHOPI	NH Other	NH - 2+ Race	Total
A	4,970	5666	2284	23	1013	2	112	372	14,442
B	6,305	3,498	2977	26	517	3	93	292	13,711
C	3,323	9,424	1193	3	769	5	63	330	15,110
D	2,297	10,631	1043	14	902	1	68	346	15,302
E	2,785	8,944	1263	11	699	0	75	340	14,117
									72,682
Racial Ethnic Composition of Each District %									
	Hispanic%	NH White%	NH Black%	NH AIAN%	NH Asian%	NH NHOPI %	NH Other%	NH - 2+ Race%	Total
A	34.41%	39.23%	15.81%	0.16%	6.18%	272.31%	0.54%	30.11%	398.76%
B	45.98%	25.51%	21.71%	0.19%	3.77%	0.02%	0.68%	2.13%	100.00%
C	21.99%	62.37%	7.90%	0.02%	5.09%	0.03%	0.42%	2.18%	100.00%
D	15.01%	69.47%	6.82%	0.09%	5.89%	0.01%	0.44%	2.26%	100.00%
E	19.73%	63.36%	8.95%	0.08%	4.95%	0.00%	0.53%	2.41%	100.00%

District A & B are Minority Majority District; Districts C, D and E are NH White Majority Districts

This area has a population of 1,682 and a Voting Age Population of 1,393. 62% of the total population is NH White

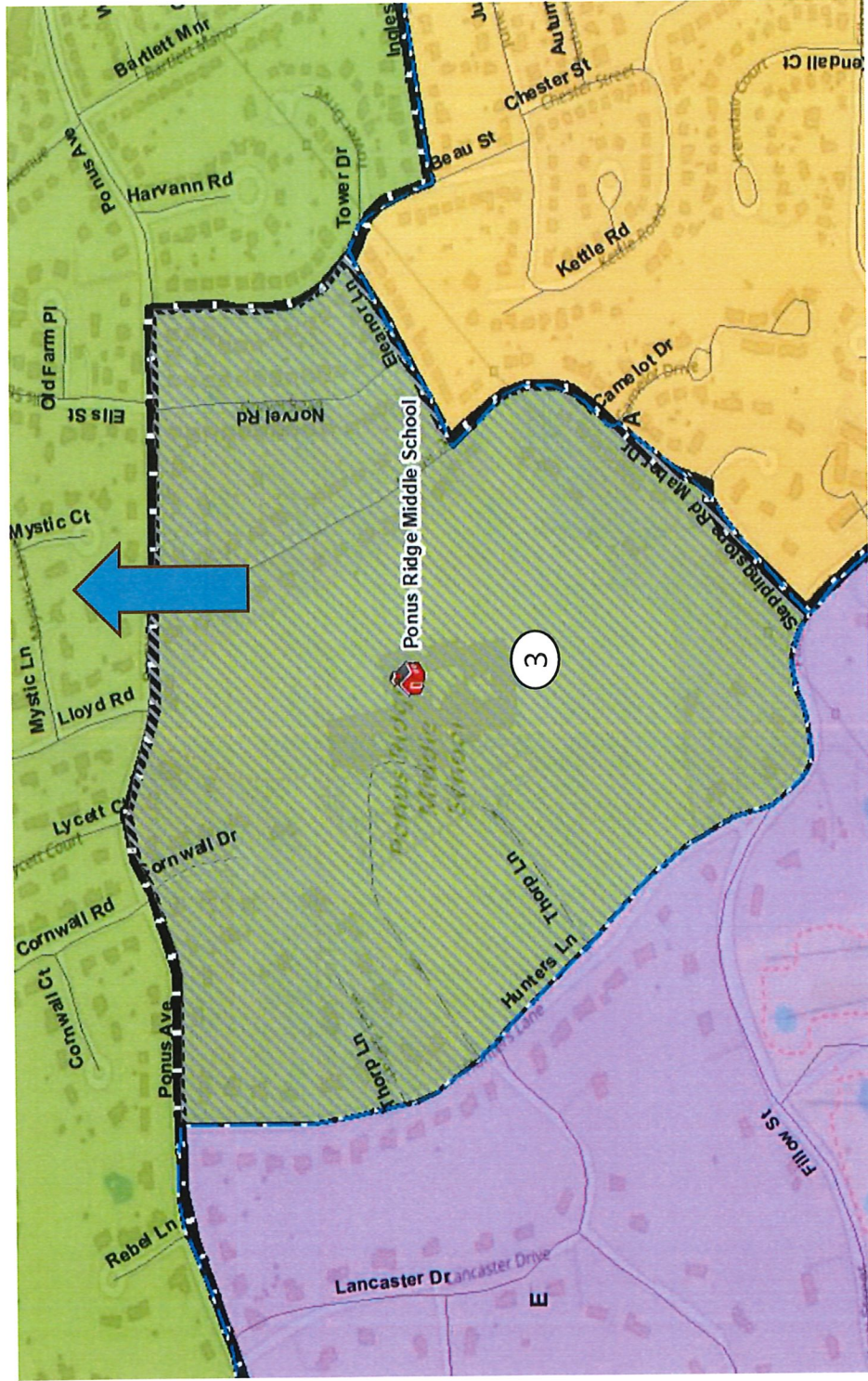
Change 2 – From District A to District E



From Phillips Street to
Glenwood Ave to
Connecticut Ave to
Clinton Ave currently
in District A is now
assigned to District E

This area has a
population of 330 and
a Voting Age
Population of 105.
35% population is NH
White.

Change 3 – From District E to District D



From Ponus Ave in the North to Hunters Ln, to Stepping Stone Rd, Maher Rd, Elanor Rd, Beau St to Ponus Ave, currently in District E is now assigned to District D. This area has Ponus Ridge Middle School, a polling place used by District D

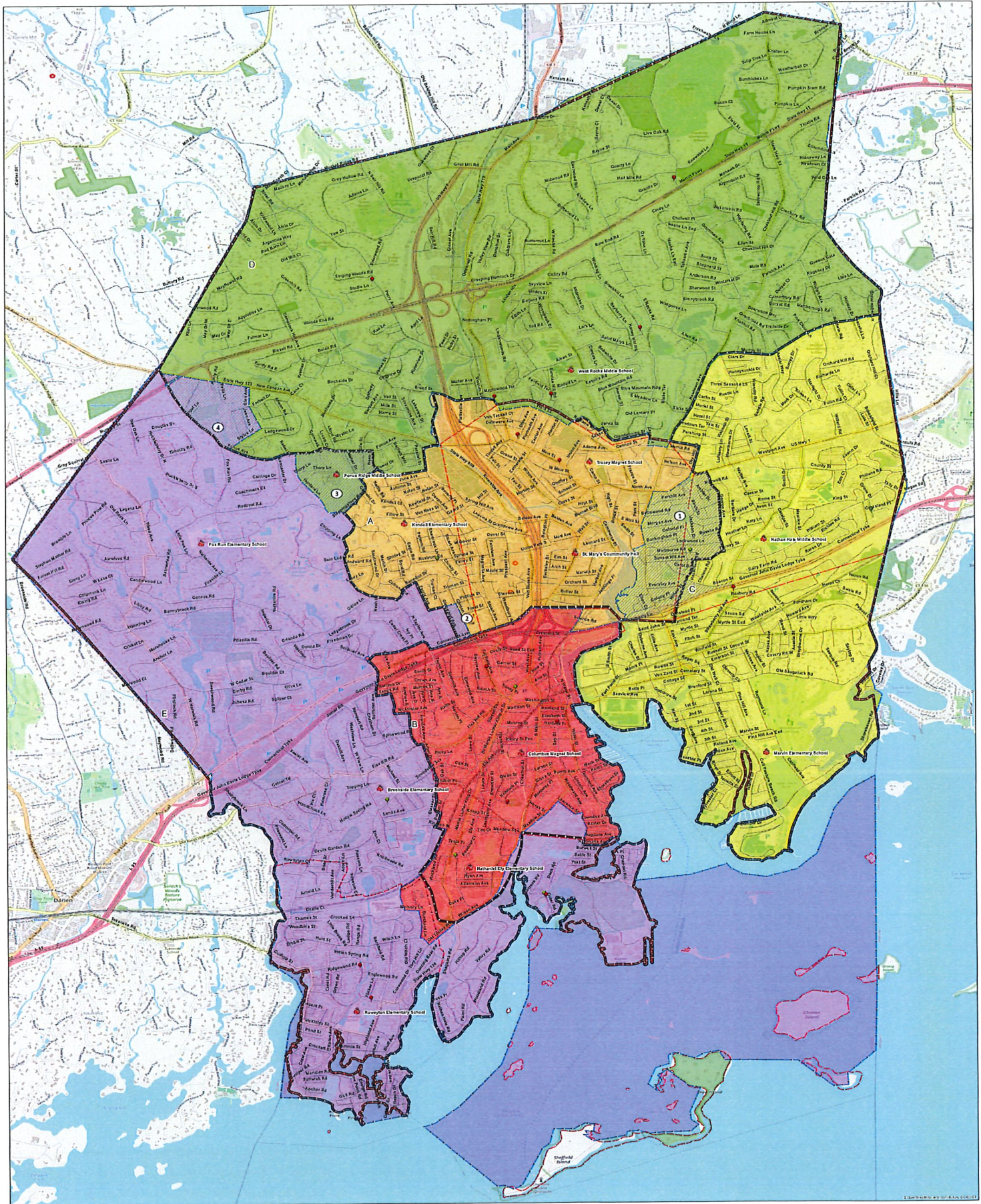
This area has a population of 351 and a Voting Age Population of 293. 55% population is NH White.

This area has a population of 285 and a Voting Age Population of 241. 79% population is NH White.

Thank You

City of Norwalk - Proposed Plan

Accepted by the Redistricting Advisory Committee on 9-12-24



Legend

- Norwalk Officials
- Board of Education
- Common Council
- Proposed Districts
- Suggested Changes
- Taxing Districts
- Current Council Districts

0 0.5 1 2 Miles





October 4, 2024

The Honorable Harry W. Rilling, Mayor
and Members of the Common Council
Norwalk City Hall
Norwalk, Connecticut

Re: Reapportionment Advisory Committee Recommendations

Honorable Mayor and Common Council Members:

The Reapportionment Advisory Committee requests the City of Norwalk's Common Council consider the following recommendations:

- Implement a procedure for review of districts on a ten-year basis utilizing the most currently available Census data.
- Reapportionment should be done every ten years on the US decennial census timetable.
- The census data will be released in 2031. We will get the state redistricting information in late 2031 or early 2032.
- The new state legislative precinct map is expected to be adopted in early 2032. Then, in the past, it has usually taken a couple of months to make the corrections for every residence.
- In the past that has been, basically, full time work over those two or three months.
- By 2032 the addresses in Norwalk are supposed to be in the state system with GPS locations, which would speed up the process (at least in theory).
- The city reapportionment should be done in 2032, in time for the 2033 Municipal election.

MEMORANDUM

From: Mario Coppola

To: Harry W. Rilling, Mayor
Members of the Common Council

Date: September 30, 2024

Re: Fairfield County Hazardous Incident Response Team -
Amended and Restated Interlocal Agreement

.....

In 1999, the City of Bridgeport adopted an interlocal agreement for Hazardous Materials Response Mutual Aid (the “1999 Agreement”). Under the 1999 Agreement, the Chiefs of the participating Fire Departments (the “Fire Chiefs”) created a group known as the Fairfield County Hazardous Incident Response Team (“FCHIRT”).

The 1999 Agreement provides no legal entity structure for FCHIRT. Lack of legal entity structure means that FCHIRT is unable to obtain a federal employer identification number (EIN), open a bank account, accept donations, apply for grants or enter into mutual aid agreements with non-municipal entities. Previously, FCHIRT has carried on to date by using the EIN of the Town of Westport and keeping its funds in a bank account in the name of the Town of Westport.

Counsel for one of the participating Fire Departments worked with the Fire Chiefs to develop an Amended and Restated Interlocal Agreement (the “Agreement”), the driving purpose of which was to authorize the incorporation of FCHIRT as a non-stock corporation with the intention for the newly formed corporation to apply for 501(c) non-profit status.

A copy of the Agreement is attached hereto as Exhibit 1. A summary of the terms of the Agreement are as follows:

1. Purpose: The purpose of the Agreement is to provide for the safe and efficient response to hazardous materials spills, natural and man-made regional emergencies and other incidents within the borders of the participating municipalities and for the effective and well-coordinated training of personnel.
2. Operational Matters: The Agreement addresses operational protocol, e.g. - emergency response procedures, request for mutual-aid assistance, chain of command, reporting procedures, etc.
..
3. Term. This Agreement shall remain in effect until terminated by action of the legislative bodies of a majority of the participating municipalities; however, any municipality may withdrawal from the Agreement at any time upon providing written notice to the other participating municipalities.

4. Incorporation: The Agreement provide that FCHIRT shall be incorporated as a non-stock 501(c) non-profit corporation. The legal corporate name of FCHIRT shall be Fairfield County Hazardous Incident Response Team, Inc. It further provides for corporate governance by a board of directors with each participating municipalities Fire Chief have a seat on the board.

5. Participation Fee: Each participating municipality is required to pay an annual participation fee (or provides services of equivalent value) which, at the time of execution of the Agreement, is \$3,000.

6. Grants: FCHIRT shall have the authority to apply for and receive grants for the purchase of operational equipment and training and educational programs. If FCHIRT receives grant funds for the purchase of operational equipment, FCHIRT shall, by majority vote of FCHIRT's board of directors, either transfer the grant funds to a participating municipality for procurement of the equipment or procure the equipment and assign title to a participating municipality.

7. Employees: FCHIRT will not have employees. Except in the context of a response to an emergency under the Agreement, no employee of a participating municipality shall have the right or authority to direct the performance of services by an employee of another municipality.

8. Insurance: Each participating municipalities is required to maintain customary insurance coverages with respect to their respective participating employee and equipment used in responding to incidents. However, FCHIRT will maintain directors and officer's liability insurance and fidelity/crime insurance coverage.

9. Cross Indemnification: The Agreement requires a cross indemnification such that each participating municipalities agrees to indemnify and hold each other harmless from any and all claims, causes of action and lawsuits arising out of the negligent or willful misconduct of their respective employees, agents and volunteers.

10. Amendment. The Agreement may be amended by a majority of the participating Municipalities.

The following authorization is proposed for your approval:

AUTHORIZE THE MAYOR, HARRY W. RILLING TO THE FAIRFIELD COUNTY HAZARDOUS INCIDENT RESPONSE TEAM AMENDED AND RESTATED INTERLOCAL AGREEMENT (THE "AGREEMENT") AND ALL OTHER AGREEMENT AND DOCUMENTS NECESSARY TO EFFECUTATE THE PURPOSE OF AGREEMENT.

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
FAIRFIELD COUNTY HAZARDOUS INCIDENT RESPONSE TEAM**

Revised October 11, 2022 2:04 p.m.

This Interlocal Agreement (the “Agreement”) is by and among the Connecticut municipalities in the left column below (listed in alphabetical order, each a “Municipality” and collectively, the “Municipalities”) by their respective chief elected officers.

MUNICIPALITIES

PARTICIPATING FIRE DEPARTMENTS

CITY OF BRIDGEPORT

BRIDGEPORT FIRE DEPARTMENT

TOWN OF DARIEN

THE DARIEN FIRE DEPARTMENT INCORPORATED
THE NOROTON FIRE DEPARTMENT, INCORPORATED
THE NOROTON HEIGHTS FIRE DEPARTMENT, INCORPORATED

TOWN OF EASTON

EASTON VOLUNTEER FIRE CO INCORPORATED

TOWN OF FAIRFIELD

FAIRFIELD FIRE DEPARTMENT

TOWN OF GREENWICH

GREENWICH FIRE DEPARTMENT

TOWN OF MONROE

MONROE VOLUNTEER FIRE DEPARTMENT NO. 1, INC.
THE STEPNEY VOLUNTEER FIRE COMPANY, NO. 1, INC.
STEVENSON VOLUNTEER FIRE COMPANY, INCORPORATED

TOWN OF NEW CANAAN

NEW CANAAN FIRE DEPARTMENT

CITY OF NORWALK

NORWALK FIRE DEPARTMENT
THE ROWAYTON HOSE COMPANY NO. 1, INCORPORATED

CITY OF STAMFORD

STAMFORD FIRE DEPARTMENT

TOWN OF STRATFORD

STRATFORD FIRE DEPARTMENT

TOWN OF TRUMBULL

LONG HILL FIRE DISTRICT
TRUMBULL CENTER FIRE DISTRICT
NICHOLS FIRE DISTRICT

TOWN OF WESTON

THE WESTON VOLUNTEER FIRE DEPARTMENT, INCORPORATED

TOWN OF WESTPORT

WESTPORT FIRE DEPARTMENT

TOWN OF WILTON

WILTON FIRE DEPARTMENT

RECITALS

- A. For purposes of this Agreement, “Participating Fire Departments” means and includes the career and volunteer fire departments listed in the right column on Page 1.
- B. In addition to the chief elected officers of the Municipalities, the chiefs of the Participating Fire Departments (each, a “Chief” and collectively, the “Chiefs”) have indicated their approval of this Agreement by signing next to the chief elected officials of the Municipalities in which their respective Participating Fire Departments are located.
- C. The Municipalities, except for the Town of Greenwich (collectively, the “Original Municipalities”), entered into a Hazardous Materials Response Assistance Mutual Aid Agreement For Additional Fire Protection dated June 11, 1999 (the “1999 Agreement”).
- D. The Town of Greenwich joined the Original Municipalities by adopting the 1999 Agreement at a later date.
- E. Under the 1999 Agreement, the Municipalities pledged to contribute personnel and equipment to a group which came to be known as the Fairfield County Hazardous Incident Response Team (“FCHIRT”).
- F. The 1999 Agreement was intended to improve response to hazardous materials incidents and other emergencies within the region by permitting the Chief of a Participating Fire Department to call upon personnel and equipment on FCHIRT’s roster to respond to an incident beyond the resources available within the Participating Fire Department.
- G. Since 1999, the Chiefs have expanded FCHIRT’s role to include assistance with field communications and assistance with natural and man-made regional emergencies.
- H. The 1999 Agreement does not address the legal status of FCHIRT, leaving FCHIRT as an undefined and unincorporated association, not recognized as a legal entity under Connecticut law.
- I. FCHIRT maintains a roster of personnel specially trained to respond to spills of hazardous materials, coordinate field communications and respond to natural and man-made regional emergencies (the “Personnel Roster”).
- J. FCHIRT has no employees, the personnel appearing on the Personnel Roster being career firefighters employed by the Municipalities or volunteering for the Participating Fire Departments, as applicable, along with a small number of police and dispatch personnel employed by the Municipalities.
- K. FCHIRT maintains a list of specialized emergency response equipment (the “Equipment Roster”).

- L. FCHIRT owns no equipment, all of the equipment appearing on the Equipment Roster being owned by various Municipalities and stored in facilities maintained by various Participating Fire Departments.
- M. As to employment relationships and equipment ownership, the Municipalities desire to continue the status quo.
- N. As to legal status, the Municipalities have concluded that FCHIRT's undefined and unincorporated status presents a number of disadvantages and that incorporating FCHIRT under the Connecticut Non-Stock Corporation Act will allow FCHIRT to: adopt suitable bylaws; elect a board of directors and officers; obtain a federal taxpayer identification number; open one or more bank accounts; adopt budgets; establish fees for services; collect insurance claims from insured spillers; apply to the Internal Revenue Service for recognition as a tax-exempt organization; solicit tax deductible charitable contributions from citizens and regional businesses; apply for grants; enter into contracts with providers of services and materials; and enter into mutual aid agreements with non-governmental entities.

NOW THEREFORE, the Municipalities agree as follows.

1. Amendment and Restatement. This Agreement amends and restates the 1999 Agreement.
2. Statutory Authority. Authority for this Agreement is derived from CGS Sections 7-339a through 7-339l.
3. Effective Upon Signature. This Agreement shall be effective on the date that this Agreement has been signed by the chief elected officers of eight (8) Municipalities (the "Effective Date"). If the chief elected officers of at least eight (8) Municipalities have not signed this Agreement by December 31, 2023, then this Agreement shall be void. The signature of the Chief of each Participating Fire Department indicates that he or she has reviewed and approved the terms of this Agreement and has recommended it to the chief elected officer of the Municipality in which his or her Participating Fire Department is located.
4. Purposes. The purposes of this Agreement are to provide for the safe and efficient response to hazardous materials spills, natural and man-made regional emergencies and other incidents within the borders of the Municipalities and for the effective and well coordinated training of personnel.
5. Operational Matters.
 - a. Emergency Response Procedures. FCHIRT has established written procedures for requesting and providing assistance, communications and deployment of personnel and equipment ("Emergency Response Procedures"). FCHIRT will disseminate the Emergency Response Procedures to each Participating Fire Department. FCHIRT will solicit and respond to comments with respect to improvement of the

Emergency Response Procedures and will disseminate amendments to the Participating Fire Departments.

- b. Response to Incident Scenes. FCHIRT Directors, FCHIRT Officers and FCHIRT Technicians will not act on behalf of FCHIRT at the scene of any incident. If an FCHIRT Director, FCHIRT Officer or FCHIRT Technician responds to an incident, all of his or her actions and decisions shall be taken solely in his or her capacity as an agent or employee of the Municipality by whom he or she is employed or the Participating Fire Department for whom he or she volunteers.
- c. Requests for Assistance. If an Officer-In-Charge determines that hazardous material control equipment or other emergency assistance is required beyond that which the Participating Fire Department can furnish with its own resources, the Officer-In-Charge may make a Request for Assistance. If the Requesting OIC happens to be an FCHIRT Director, FCHIRT Officer or FCHIRT Technician, the Requesting OIC shall make the Request for Assistance in his or her capacity as Officer-In-Charge.
- d. Responses to Requests for Assistance. Upon receipt of a Request for Assistance, the Responding OIC shall order that FCHIRT Technicians and Equipment be deployed to the incident scene except to the extent that the personnel or equipment are unavailable. An FCHIRT Technician will be considered unavailable if the Responding OIC determines that the FCHIRT Technician is required at the scene of another incident, if the FCHIRT Technician is on leave or otherwise too far away to respond. Equipment will be considered unavailable if the Responding OIC determines that it is required at the scene of another incident or if the Equipment is not operational. If the Responding OIC determines that an FCHIRT Technician or Equipment is unavailable, the Responding OIC shall immediately inform the Requesting OIC. No FCHIRT Director, FCHIRT Officer or FCHIRT Technician, will, acting in his or her capacity as FCHIRT Director, FCHIRT Officer or FCHIRT Technician, initiate a response or deploy FCHIRT Technicians or Equipment to the scene of any incident, a Request for Assistance by an Officer-In-Charge being an essential precondition to each response or deployment of FCHIRT Technicians and Equipment.
- e. Incident Command. At each incident scene, the Requesting OIC shall be in command of operations. If the Requesting OIC requests that a senior officer of a Responding Department assume command, then the Requesting OIC shall not be relieved of responsibility for operations at the scene. FCHIRT Technicians and Equipment of Responding Departments shall be under the immediate supervision and responsibility of their respective Responding OICs who shall, in turn, be under the supervision of the Requesting OIC.
- f. Incident Reports and Analysis. FCHIRT shall receive, collect and analyze reports from officers of Requesting Departments and Responding Departments and shall

disseminate to the Participating Fire Departments analysis and recommendations for tactical and logistical improvements.

- g. Equipment Inspections and Replacement. FCHIRT officers shall coordinate with Participating Fire Departments the inspection of Equipment and shall remove Equipment from the Equipment Roster as Equipment is taken out of service. FCHIRT Officers shall consult with Participating Fire Departments regarding equipment replacement schedules and the need to replace damaged, worn out or obsolete Equipment.
6. Term. This Agreement shall remain in effect until terminated by action of the legislative bodies of a majority of the Municipalities.
7. Incorporation of FCHIRT. FCHIRT shall be incorporated as a non-stock corporation under the Connecticut Revised Nonstock Corporation Act. The legal corporate name of FCHIRT shall be Fairfield County Hazardous Incident Response Team, Inc.
8. Corporate Governance. Each Municipality shall be considered a member of the corporation and shall be entitled to one seat on the board of directors of the corporation. The board of directors of FCHIRT shall be comprised of the Chiefs of the Participating Fire Departments, except that, if a Municipality has: (a) more than one volunteer fire department and no career fire departments , then only one of the Chiefs of the volunteer fire departments shall be a director at any time; or (b) one or more volunteer fire departments in addition to a career fire department, then only the Chief of the career fire department shall be a director. If a Municipality has no career fire departments and more than one volunteer fire department then the Chiefs of volunteer fire departments shall rotate membership on the board of directors of FCHIRT annually in the order in which the volunteer fire departments were organized, from oldest department to newest department. Decisions within the purview of the members and directors of FCHIRT shall be made by majority vote of the members or directors, as applicable.
9. Tax Exempt Organization. FCHIRT shall apply to the Internal Revenue Service for recognition as a tax exempt organization under Section 501(c) of the Internal Revenue Code. FCHIRT may solicit and accept gifts, donations, grants and charitable contributions.
10. Ownership of Property. FCHIRT shall not own any real estate, registered or non-registered motor vehicles, apparatus or operational equipment of any kind. Title to each piece of Equipment shall be held at all times by one of the Municipalities. FCHIRT may place a label or mark upon equipment listed on the Equipment Roster for purposes of identification. Any such label or mark shall not be construed as indicia of ownership. Tangible property owned by FCHIRT shall be limited to office equipment, office furniture and supplies.
11. Office Space. The Participating Fire Department in which the president of FCHIRT serves shall provide incidental office space to FCHIRT without charge. FCHIRT shall initially maintain its office at the Nichols Fire Department.

12. Fiscal Year and Budgets. FCHIRT will have a fiscal year beginning July 1 and ending June 30. The board of directors of FCHIRT shall establish a budget for each fiscal year.
13. Fees. Each Municipality shall pay an annual membership fee or provide services or equipment to FCHIRT of equivalent value. As of the date of the Effective Date, the membership fee is \$3,000 (the “Membership Fee”). The board of directors of FCHIRT shall have the authority to determine the value of services or equipment provided by a Municipality in lieu of paying the Membership Fee. FCHIRT shall have the right to settle and collect insurance claims from insured spillers with respect to incidents.
14. Adjustments in Fees. The Membership Fee may be adjusted from time to time by majority vote of FCHIRT’s directors.
15. Grants. FCHIRT shall have the authority to apply for and receive grants for the purchase of operational equipment and training and educational programs. If FCHIRT receives grant funds for the purchase of operational equipment, FCHIRT shall, by majority vote of FCHIRT’s board of directors, either transfer the grant funds to a Municipality for procurement of the equipment or procure the equipment and assign title to a Municipality.
16. Training and Certification Programs. FCHIRT may schedule and coordinate training, drills and certification programs (“TDC Programs”). Each individual participating in a TDC Program must have authorization from the Chief of his or her Participating Fire Department and will be deemed to be acting in his or her capacity as an employee or agent of his or her Municipality or Participating Fire Department, as applicable, for the duration of each TDC Program. Personnel of Participating Fire Departments making presentations or acting as instructors at TDC Programs will be acting as employees or agents of their respective Municipalities or Participating Fire Departments, as applicable, when making presentations or acting as instructors. FCHIRT may reimburse Municipalities and Participating Fire Departments for the cost of personnel, materials and facilities provided for TDC Programs. FCHIRT may retain the services of outside trainers or instructors for TDC Programs upon receipt of confirmation that the trainer or instructor is covered under a satisfactory insurance policy.
17. Employees. Career firefighters and other agents of municipal public safety agencies appearing on the Personnel Roster shall remain employees of their respective Municipalities or Participating Fire Departments, as applicable. Except in the context of a response to an emergency and then only pursuant to the Emergency Response Procedures, no official of any Municipality or Participating Fire Department shall have the right or authority to direct the performance of services by an employee of another Municipality or Participating Fire Department. No official of any Municipality or Participating Fire Department shall have the right to modify the terms or conditions of employment of an employee of another Municipality or Participating Fire Department. The Municipalities or Participating Fire Departments, as applicable, shall be responsible for all compensation and benefits of their respective firefighters and other agents, including, without limitation, wages, overtime, health insurance, pension and retirement plan contributions, family and

medical leave, vacation time and sick time. This Agreement shall not be construed as granting rights to employees, agents or volunteers of any Municipality or Participating Fire Department to participate in any collective bargaining agreement to which any other Municipality or Participating Fire Department is a party or to participate in any health care or retirement benefit plan sponsored by another Municipality or Participating Fire Department.

18. Mutual Aid Agreements With Non-Municipal Entities. FCHIRT may enter into mutual aid agreements with non-municipal entities such as airports and private industrial facilities that employ specially trained personnel or specially designed equipment.
19. Withdrawal. A Municipality may withdraw from this Agreement for any reason upon delivery of Notice to the other Municipalities.
20. Insurance. The Municipalities will maintain their customary insurance coverages with respect to their respective FCHIRT Technicians and Equipment. FCHIRT will maintain directors and officers liability insurance and fidelity/crime insurance coverage.
21. Cross Indemnification. To the extent permitted by law, the Municipalities shall indemnify and hold each other harmless from any and all claims, causes of action and lawsuits arising out of the negligent or willful misconduct of their respective employees, agents and volunteers. The cross indemnification covenants under this Section shall survive the termination of this Agreement or withdrawal of a Municipality.
22. No Advisory Board. The Municipalities find that no interlocal advisory board, as permitted by CGS Section 7-339b(a)(2), is required to accomplish the purposes of this Agreement.
23. Amendment. This Agreement may not be amended except by written agreement signed by the chief elected officers of at least a majority of the Municipalities. Any Municipality may propose an amendment to the other Municipalities.
24. Additional Jurisdictions. Additional towns and cities may be added as parties to this Agreement upon majority vote of the board of directors of FCHIRT and written acceptance of the terms of this Agreement.
25. Assignment. The rights and obligations of the Municipalities under this Agreement are not assignable.
26. Dispute Resolution. Except with respect to the institution of legal proceedings which seek equitable relief, appeal or judgment enforcement, disputes arising under this Agreement shall be resolved as follows.
 - a. Negotiation. The chief elected officers of the Municipalities involved in the dispute shall meet either alone or together with their respective advisors, in the spirit of good faith, to attempt to negotiate a resolution of the dispute by mutual agreement in writing. If a dispute is between one or more Municipalities and

FCHIRT, then the duly elected president of FCHIRT shall participate in the negotiations.

- b. Mediation. If the chief elected officers of the involved Municipalities (and the president of FCHIRT, if applicable) are unable to resolve the dispute by mutual agreement under Section 26(a) within two (2) weeks following the initiation of negotiations, then the dispute shall be submitted to non-binding mediation between the parties and a mediator to be jointly selected by the involved Municipalities (and FCHIRT, if applicable) (each a “Party” and collectively, the “Parties”). A Party seeking to resolve a dispute hereunder shall give Notice to the other Parties that it wishes to begin the mediation process. Upon receipt of such Notice, the Parties shall meet to mutually select a mediator. The mediation process shall be deemed initiated upon the receipt of the aforementioned Notice by the receiving Party.
 - c. Arbitration. If the dispute is not resolved by mediation under Section 26(b) within a period of three (3) weeks following the initiation of mediation as set forth above, then a Party may demand that the dispute be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “Commercial Arbitration Rules”) and upon such demand, the dispute shall be submitted to arbitration in Fairfield County, Connecticut. Arbitration shall be before a single arbitrator appointed in accordance with the Commercial Arbitration Rules. All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions of this Agreement, shall take place in Fairfield County, Connecticut. The Parties hereby expressly consent to such venue and to the personal and subject matter jurisdiction of such courts and such proceedings. Notice shall be given and the hearing conducted in accordance with the provisions of the Commercial Arbitration Rules. The arbitrator shall hear and determine the matter and shall execute and acknowledge its award in writing and deliver a copy thereof to each Party by registered or certified mail. A judgment confirming the award of the arbitrator may be rendered in any court having jurisdiction. Costs and expenses of arbitration, including, but not limited to, the fees of the arbitrator, shall be borne by the non-prevailing Party or in such proportion as the arbitrator shall determine.
27. Authorization. Each individual signing this Agreement on behalf of a Municipality represents that he or she is the chief elected officer of his or her Municipality and that he or she has obtained all requisite authority to bind the Municipality he or she serves to the provisions of this Agreement. Each individual signing on behalf of a Participating Fire Department represents that he or she is the Chief of the Participating Fire Department.
28. No Waiver. No failure on the part of any Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of any such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and

privileges provided in this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

29. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
30. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The Municipalities agree that this Agreement may be transmitted among them by electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The Municipalities intend that electronic signatures constitute original signatures and that an Agreement containing the signature (original or electronic) of the chief elected officer of a Municipality is binding on the Municipality once sent via electronic mail.
31. Captions. The captions and section headings appearing in this Agreement are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.
32. Defined Terms. Capitalized words phrases and acronyms appearing in this Agreement shall have the meanings ascribed to them below.
- a. “CGS” means the Connecticut General Statutes, as amended.
 - b. “Equipment” means and includes a registered or non-registered motor vehicle, apparatus or other operational equipment identified on the Equipment Roster.
 - c. “FCHIRT Director” means an individual serving on the board of directors of FCHIRT.
 - d. “FCHIRT Officer” means an individual serving as the president, vice president, corresponding secretary, recording secretary, treasurer or assistant treasurer of FCHIRT.
 - e. “FCHIRT Technician” means an individual whose name appears on the Personnel Roster.
 - f. “Municipality” shall have the meaning ascribed to it under CGS Section 7-148cc, notwithstanding the definition indicated on Page 1. Specifically, “Municipality” means any municipality, as defined in CGS Section 7-187, any district, as defined in CGS Section 7-324, any metropolitan district or any municipal district created under CGS Section 7-330 and located within the State of Connecticut.
 - g. “Notice” means only written notification given by one Municipality to another Municipality or to FCHIRT. Notice may be given only by: a form of US Mail in which the recipient is required to sign a receipt (such as certified, return receipt); a

nationally recognized courier service which requires the recipient to sign a receipt (such as Federal Express or UPS Next Day). All Notices will be effective on receipt. Notices must be given to a Municipality at its Notice Address.

- h. “Notice Address” for each Municipality means the address indicated in Schedule A. The Notice address for FCHIRT is Fairfield County Hazardous Incident Response Team, Inc., 100 Shelton Road, Trumbull, CT 06611, Attention Andrew Kingsbury.
- i. “Officer-In-Charge” means, in the context of an emergency response incident, the officer in charge of the Participating Fire Department within the territory of which the incident occurs.
- j. “Request for Assistance” means a request made by an Officer-In-Charge that one or more FCHIRT Technicians or Equipment be deployed to the scene of an emergency response incident.
- k. “Requesting Department” means a Participating Fire Department the Officer-In-Charge of which makes a Request for Assistance.
- l. “Requesting OIC” means an Officer-In-Charge that makes a Request for Assistance.
- m. “Responding Department” means a Participating Fire Department that deploys one or more FCHIRT Technicians or Equipment in response to a Request for Assistance.
- n. “Responding OIC” means the Officer-In-Charge of a Participating Fire Department that deploys one or more FCHIRT Technicians or Equipment in response to a Request for Assistance.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below.

CITY OF BRIDGEPORT

BRIDGEPORT FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF DARIEN

THE DARIEN FIRE DEPARTMENT INCORPORATED

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

THE NOROTON FIRE DEPARTMENT,
INCORPORATED

Signature _____

Name _____

Title _____

Date _____

THE NOROTON HEIGHTS FIRE DEPARTMENT,
INCORPORATED

Signature _____

Name _____

Title _____

Date _____

TOWN OF EASTON

EASTON VOLUNTEER FIRE CO INCORPORATED

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF FAIRFIELD

FAIRFIELD FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF GREENWICH

GREENWICH FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF MONROE

Signature _____

Name _____

Title _____

Date _____

MONROE VOLUNTEER FIRE DEPARTMENT NO. 1,
INC.

Signature _____

Name _____

Title _____

Date _____

THE STEPNEY VOLUNTEER FIRE COMPANY, NO. 1,
INC.

Signature _____

Name _____

Title _____

Date _____

STEVENSON VOLUNTEER FIRE COMPANY,
INCORPORATED

Signature _____

Name _____

Title _____

Date _____

TOWN OF NEW CANAAN

Signature _____

Name _____

Title _____

Date _____

NEW CANAAN FIRE DEPARTMENT

Signature _____

Name _____

Title _____

Date _____

CITY OF NORWALK

Signature _____

Name _____

Title _____

Date _____

NORWALK FIRE DEPARTMENT

Signature _____

Name _____

Title _____

Date _____

THE ROWAYTON HOSE COMPANY NO. 1,
INCORPORATED

Signature _____

Name _____

Title _____

Date _____

CITY OF STAMFORD

Signature _____

Name _____

Title _____

Date _____

STAMFORD FIRE DEPARTMENT

Signature _____

Name _____

Title _____

Date _____

TOWN OF STRATFORD

Signature _____

Name _____

Title _____

Date _____

STRATFORD FIRE DEPARTMENT

Signature _____

Name _____

Title _____

Date _____

TOWN OF TRUMBULL

LONG HILL FIRE DISTRICT

LONG HILL FIRE DISTRICT

Signature:

Signature:

Signature:

Name:

Name:

Name:

Title: First Selectwoman

Title: Chief of Department

Title: Commissioner

Date:

Date:

Date:

TRUMBULL CENTER FIRE DISTRICT

TRUMBULL CENTER FIRE DISTRICT

Signature:

Signature:

Name:

Name:

Title: Chief of Department

Title: Commissioner

Date:

Date:

NICHOLS FIRE DISTRICT

NICHOLS FIRE DISTRICT

Signature:

Signature:

Name:

Name:

Title: Chief of Department

Title: Commissioner

Date:

Date:

TOWN OF WESTON

THE WESTON VOLUNTEER FIRE DEPARTMENT,
INCORPORATED

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF WESTPORT

WESTPORT FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF WILTON

WILTON FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

{End of signature pages. The next page is Schedule A.}

SCHEDULE A
NOTICE ADDRESSES

City of Bridgeport

45 Lyon Terrace
Bridgeport, CT 06604
Attention: Mayor

Town of Darien

2 Renshaw Road
Darien, CT 06820
Attention: First Selectman

Town of Easton

225 Center Road
Easton, CT 06612
Attention: First Selectman

Town of Fairfield

611 Old Post Road
Fairfield, CT 06824
Attention: First Selectman

Town of Greenwich

101 Field Point Road
Greenwich, CT 06830
Attention: First Selectman

Town of Monroe

7 Fan Hill Road
Monroe, CT 06468
Attention: First Selectman

Town of New Canaan

77 Main Street
New Canaan, CT 06840
Attention: First Selectman

City of Norwalk

125 East Avenue
Norwalk, CT 06856
Attention: Mayor

City of Stamford

888 Washington Boulevard
Stamford, CT 06901
Attention: Mayor

Town of Stratford

2725 Main Street
Stratford, CT 06615
Attention: Mayor

Town of Trumbull

5866 Main Street
Trumbull, CT 06611
Attention: First Selectman

Town of Weston

56 Norfield Road
Weston, CT 06883
Attention: First Selectman

Town of Westport

110 Myrtle Avenue
Westport, CT 06880
Attention: First Selectman

Town of Wilton

238 Danbury Road
Wilton, CT 06897
Attention: First Selectman



BERCHEM MOSES.COM

DOUGLAS E. LOMONTE, ESQ.
BERCHEM MOSES P.C.
1221 POST ROAD EAST, SUITE 301
WESTPORT, CT 06880
Tel: (203) 571-1714
dlomonte@berchemmoses.com

June 16, 2023

Honorable Joseph Ganim
Mayor
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

Dear Mayor Ganim:

In 1999, the City of Bridgeport adopted an interlocal agreement for Hazardous Materials Response Mutual Aid (the "1999 Agreement"). Under the 1999 Agreement, the Chiefs of the participating Fire Departments (the "Fire Chiefs") created a group known as the Fairfield County Hazardous Incident Response Team ("FCHIRT"). At the request of the Fire Chiefs, I am submitting for your consideration an Amended and Restated Interlocal Agreement ("Amendment and Restatement").

The principal deficiency in the 1999 Agreement identified by the Fire Chiefs is that the 1999 Agreement provides no legal entity structure for FCHIRT. Lack of legal entity structure means that FCHIRT is unable to obtain a federal employer identification number (EIN), open a bank account, accept donations, apply for grants and enter into mutual aid agreements with non-municipal entities, such as airports and industrial concerns. FCHIRT has carried on to date by using the EIN of the Town of Westport and keeping its funds in a bank account in the name of the Town of Westport.

The Amendment and Restatement addresses the deficiency in the 1999 Agreement by authorizing the incorporation of FCHIRT as a non-stock corporation and application to the IRS for recognition as a tax exempt organization under Section 501(c). Each of the fourteen participating municipalities will be a member of FCHIRT and have one seat on FCHIRT's board of directors. FCHIRT's board of directors will consist of the Fire Chiefs. If a town has more than one volunteer fire department, then the chiefs of the volunteer fire departments will serve on the board of directors on a rotating basis.

The Fire Chiefs gave careful consideration to the issues of insurance and employee benefits. The Amendment and Restatement makes it clear that the status quo with respect to

Page 2 of 2

ownership of equipment and employment of personnel will continue. Specifically, FCHIRT will not own any operational equipment and will have no employees. All operational equipment will continue to be titled and insured by the municipality in which it is housed. All personnel will continue to be compensated and insured by the municipalities or departments that employ them or for which they volunteer.

The initiative to amend and restate the 1999 Agreement comes without cost to the Bridgeport Fire Department. Legal and accounting fees associated with this initiative will be covered by FCHIRT from existing funds.

The Amendment and Restatement is intended to apply only to incidents at which the assistance of the specially trained personnel or equipment on FCHIRT's roster are required (i. e., HAZMAT spills, natural disaster response and other regional emergencies requiring specialized field communications). The Amendment and Restatement is not intended to affect any existing mutual aid agreements between Bridgeport and its neighboring municipalities.

Statutory authority for the Amendment and Restatement is derived from CGS Sections 7-339a through 7-339l, sometimes referred to as the *interlocal agreement statutes*. CGS Section 7-339c provides for approval of interlocal agreements by the "legislative body" of a municipality. I respectfully request that you submit the Amendment and Restatement to the Trumbull Center Fire District for approval.

If you have any comments or questions about the 1999 Agreement or the Amendment and Restatement, please contact me.

Sincerely,

Douglas E. LoMonte

enclosure



MEMO

TO: COMMON COUNCIL, PUBLIC SAFETY & GENERAL GOVERNMENT COMMITTEE

FROM: DEPUTY CHIEF JOSEPH COPPOLA

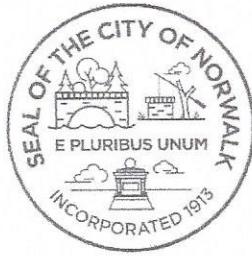
RE: COMMON COUNCIL AUTHORIZATIONS

DATE: OCTOBER 14, 2024

1. Authorize Mayor Harry W. Rilling to sign a 4-year agreement for the iNet Exchange Program with Industrial Scientific Corporation for replacement of gas detection equipment (meters) for all apparatus citywide. The subscription program will allow us to own the equipment once the 48-month term has concluded. We will be billed monthly in the amount of \$793.95 by Industrial Scientific Corporation for a total 4-year term cost not to exceed \$38,109.60 from Account # 0131-20-5262.

Background:

The Fire Department is replacing our aging 4-gas detection equipment that is used for all incidents dealing with gas odors and carbon monoxide alarm investigations as well as initial response to hazardous materials incidents. Part of this program is also the replacement of Hydrogen Cyanide meters which are used after structure fires are extinguished and entering the overhaul phase to ensure that the atmosphere is clear of this highly toxic and carcinogenic by-product of combustion for suppression personnel as well as investigative personnel. This program is unique in that the meters are consistently monitored for potential problems through the use of calibration and charging stations that are able to communicate with the technical support group at Industrial Scientific to deal with any immediate issues as well as hit off possible issues before they become larger problems. The new technology will also provide compatibility with surrounding agencies as well as The Fairfield County Hazardous Materials Response Team.



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 9/5/2024

DEPARTMENT: Fire

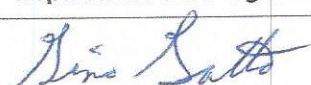
Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☒	1	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
☐	5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	6	Other, please explain:

TOTAL COST: \$38,109.60 MUNIS Account: 01-301-031-31200-0-5262

VENDOR: Industrial Scientific

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Sharon Conners Purchasing Agent Name Date: 2024.10.04 16:02:04 -04'00'	☒	Supports	
	☐	Does Not Support	Department Head Name
	☒	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Gino Gatto Date 9/9/2024

JUSTIFICATION:

Sole source letter attached.

IT approval attached.

This is a subscription service for gas meters called iNet. It is a program that will allow us to own the hardware once the 48 month term is over. We will be billed monthly (\$793.95) by Industrial Scientific for the equipment for a total cost of \$38,109.60.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): N/A

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

CUSTOMERNorwalk Fire Department:
Joseph Coppola:
(203) 854-0200:
jcoppola@norwalkct.gov:
121 Connecticut Ave
norwalk, ct 06854Case #: 20240605-4570000
Date: July 16, 2024
Delivery: 6 Weeks ARO
Expiration: 60 days
iNet Account #:**ISC CONTACT**Name: Jon McKenzie
Title: Deal Desk Representative
Phone: (412) 395-8124
Email: jmckenzie@indsci.com

Payment Terms: Net 30 days

iNet® Exchange Order Form
Customer Owned Equipment

Customer will own like equipment and quantities of equipment below at end of agreement.
Customer will purchase all equipment up front for the duration of the agreement and will be charged monthly for iNet service to cover equipment. Please reference purchase quote case 20240529-4559033 when processing this iNet Launch

**Please ship only, calibration gas and filters.*

iNet Equipment		
Qty	Part Number	Description
4	VP5-LJB32110111	Ventis Pro5 Personal Gas Monitor, LEL (Methane), CO/H2S, HCN, O2, Li-ion Extended Run Time Battery, Desktop Charger, Pump, Black, UL/CSA, LENS Wireless, English
5	VTS-L1232111101	Ventis MX4, LEL (CH4), CO, H2S, O2, Li-ion Ext Range, Desktop Charger, Pump, Orange, UL/CSA, English
3	18109327-131	DSXi Cloud-Connected Docking Station for Ventis, 3 Inlet Ports, North American Power Cord
4	18109244	Regulator, Demand Flow iGas, 250 PSI Pressure Switch, CGA-C10 for 58L, 103L, 116L Cylinders
Calibration Gas – AutoReplenish Plus™ Program includes calibration gas for the term of the iNet Program.		
3	18109158	Cylinder, Calibration Gas, 25 ppm Hydrogen Sulfide, 100 ppm Carbon Monoxide, 2.5% Methane (50% LEL), 18% Oxygen, Aluminum, 116L
1	18109085	Cylinder, Calibration Gas, 10 ppm Hydrogen Cyanide, Aluminum, 116L
Consumable Items – Initial Supply of items below only. Replacement consumable items must be purchased by customer.		
45	17058157	Internal Dust Filter/Water Stop for Aspirated Monitors

Training		
Qty	Part Number	Description
1	18000151	Day of On-Site Technician Services / Docking Station Commissioning

PROGRAM INITIAL TERM (months)	48
CURRENCY	USD
TRADE-IN ALLOWANCE APPLIED	\$2,000.00
MONTHLY USAGE FEE	\$793.95
48 MONTH TOTAL USAGE FEE	\$38,109.60

CUSTOMERNorwalk Fire Department:
Joseph Coppola:
(203) 854-0200:
jcoppola@norwalkct.gov:
121 Connecticut Ave
norwalk, ct 06854Case #: 20240605-4570000
Date: July 16, 2024
Delivery: 6 Weeks ARO
Expiration: 60 days
iNet Account #:**ISC CONTACT**Name: Jon McKenzie
Title: Deal Desk Representative
Phone: (412) 395-8124
Email: jmckenzie@indsci.com

Payment Terms: Net 30 days

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3	18109327-131	DSXi Cloud-Connected Docking Station for Ventis, 3 Inlet Ports, North American Power Cord
4	18109244	Regulator, Demand Flow iGas, 250 PSI Pressure Switch, CGA-C10 for 58L, 103L, 116L Cylinders
Calibration Gas – AutoReplenish Plus™ Program includes calibration gas for the term of the iNet Program.		
3	18109158	Cylinder, Calibration Gas, 25 ppm Hydrogen Sulfide, 100 ppm Carbon Monoxide, 2.5% Methane (50% LEL), 18% Oxygen, Aluminum, 116L
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TRADE-IN ALLOWANCE APPLIED	\$2,000.00
MONTHLY USAGE FEE	\$793.95
48 MONTH TOTAL USAGE FEE	\$38,109.60

- Prices valid for sixty (60) days from the Date above.
- **Customer-Owned Equipment:** Customer has or will purchase the equipment listed above prior to the start of the Program. Customer will own that equipment or like equipment (with different serial numbers) at the end of the Term. Monthly Usage Fees cover: (a) repair and replacement of the Customer-owned hardware listed above, replacement parts, labor, shipping and handling, training, and access to the iNet® Control SaaS platform and (b) Self installation.
- Monthly Usage Fee includes AutoReplenish Plus calibration gas for the duration of the Term.
- Monthly Usage Fee is for 48 months—early termination fees apply.

CUSTOMER

DSXi cloud-connected docking stations ("Docks") require Internet access to upload data using the connection provided by Customer. By default, Docks will utilize dynamic host configuration protocol ("DHCP") from Customer's network, if available. If Customer requires pre-defined static IP addresses for Docks, Customer must alert ISC at the time of order and provide the required IP information.

Static IP Required: ☐ Yes Provide the IP information on the form located at [2023.08.22 piaf.pdf \(indsci.com\)](#).

Customer PO#: _____
(Please provide a copy of your PO, along with any tax-exempt information)

Equipment is typically delivered within thirty (30) of signature. If you would like ISC to consider an earlier delivery, please provide your requested date here: _____

Customer accepts the Order terms above and the Program Terms of Use available at <https://www.indsci.com/hubfs/PTOU.pdf>, intending to be legally bound:

Sign
Here



Authorized Customer Signature

Title

Date

ISC

Agreed and Accepted by Industrial Scientific Corporation (ISC):

Authorized ISC Signature

Title

Date

No contract will be formed until this Order is countersigned by ISC. This Order will automatically expire and be void if it is not executed by Customer and received by ISC prior to the Expiration Date; provided, however, that ISC may elect to accept such Order, in its sole discretion, after such Expiration Date by countersignature.

For completion by ISC:

Initial Subscription Term:

Start Date: _____

End Date: _____

LOCATION BREAKDOWN**Location 1:**

Site Name: _____
 Ship To Address: _____

 City: _____
 State: _____ Postal/Zip Code: _____

Location Contact Information: _____
 Phone: _____
 Email: _____

iNet Equipment		
Qty	Part Number	Description
4	VP5-IJB32110111	Ventis Pro5 Personal Gas Monitor, LEL (Methane), CO/H2S, HCN, O2, Li-ion Extended Run Time Battery, Desktop Charger, Pump, Black, UL/CSA, LENS Wireless, English
5	VTS-I.1232111101	Ventis MX4, LEL (CH4), CO, H2S, O2, Li-ion Ext Range, Desktop Charger, Pump, Orange, UL/CSA, English
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Training		
Qty	Part Number	Description
1	18000151	Day of On-Site Technician Services / Docking Station Commissioning

Industrial Scientific Corporation

1 Life Way
Pittsburgh, PA 15205-7500, USA
Phone: 412-788-4353
1-800-DETECTS (338-3287)
Fax: 412-788-8353
www.indsci.com

7/27/2024

Norwalk Fire Department
Joseph Coppola
121 Connecticut Ave
Norwalk, CT 06854
US

Dear Joseph Coppola

RE: **iNet Instrument Network™**

This letter serves to confirm that Industrial Scientific Corporation is the sole source provider of the proprietary **iNet® Instrument Network**.

Industrial Scientific remotely monitors the condition of your Industrial Scientific instrument fleet and automatically handles any necessary service requirements based on the Exchange plan that you have selected. In addition, the program also includes iNet® Control which provides visibility into your gas detection program via the web. By logging onto a secure website, you can review equipment usage, maintenance, and alarm events. iNet Control tells you when your gas detectors were last calibrated, whether a sensor is about to fail, and which gas detectors went into alarm that day. You can use detailed views to identify the source of potential problems, take action, and save lives.

Additional features of iNet include:

- **LENS™ Wireless:** LENS peer-to-peer monitoring allows personal monitors and area monitors to share gas readings and alarms with one another. When a gas hazard, man-down, or panic situation causes an instrument to alarm, all peers in the connected group will instantly be notified of the hazard and the person in danger.
- **iNet® Now:** iNet Now is live monitoring software that provides real-time text and email alerts for gas hazards, panic, and man-down situations allowing you to see and respond to incidents as they happen. A map helps you to identify the location of workers and instruments. With iNet Now, you can have confidence that workers are visible even when you're miles away.
- **Auto Replenishment Plus:** Our Auto Replenishment Plus program provides iNet® Exchange customers with the option to have the cost of calibration gas included in the monthly price of their iNet contract. Having calibration gas included in your iNet contract allows the monthly price to reflect the true total cost of ownership of the equipment, making iNet a complete one-stop shop for gas detection.

There is no other comparable all-inclusive gas detection program like iNet in existence today.

Please contact us if we can be of further assistance.

Sincerely yours,

Cheryl McCalmon
Account Executive – Northeast and Mid-Atlantic
412-779-7220
cmccalmon@indsci.com

Case: 20240605-4570000

City of Norwalk Vendor Questionnaire

IT Information Security

Rev 8.4.22

1. **Third-Party Contact Information (please provide the POC for follow-up questions to this questionnaire):**
Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

Industrial Scientific, 1 Life Way, Pittsburgh, PA 15205
Information Security, Mike Conley, (412) 490-1979, mconley@indsci.com

2. **Description of Services/Products:** Please provide a detailed description of services/products your organization aims to provide to the City?

Industrial Scientific provides lifesaving hardware, hardware-enabled software and services that improve the safety outcomes of industrial workers in hazardous working environments and for the communities where they operate. Primarily, for the city, this will be air-quality monitors for gas detection and a cloud-based software-as-a-service application known as iNet Control that will provide asset management & alerting.

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, or will your organization need access to the City's systems, equipment and network? (Yes or No, If Yes, please explain)

YES ☒ NO ☐

We provide equipment. The docking station equipment for the gas monitors will need an ethernet port and an outbound only port 443 connection to <https://inetupload.indsci.com> to transfer data to iNet Control.

4. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)

a. What data is needed to provide the services/products to the City?

Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.

YES ☒ NO ☐

Name and email address of the safety and industrial hygiene professionals are commonly stored in iNet Control for authentication and audit purposes.

If your answers to Questions 3 and 4 are BOTH “NO”, thank you for completing the IT Information Security Questionnaire.

If one or both questions are “YES”, please complete the remaining questions.

5. **Office Locations:** How many office locations does your organization have? *Please include the locations of your organization.*

We have 13 office locations and these are always available at the Contact page of our website at <https://www.indsci.com>.

6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? *Please include the locations of the data centers utilized by your organization.*

The primary data center is Amazon Web Services, Ashburn, Virginia, USA. The disaster recovery data center is Amazon Web Services, Boardman, Oregon, USA.

7. **Business Entity:** What is your business entity type?

**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

8. **How many employees and contingent workers do you have in your organization?**

1-10 ☐ 10-50 ☐ 50-100 ☐ 100-500 ☒ 500-1000 ☐ 1000 or more ☐

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City?

YES ☐ NO ☒

Offsite

10. **Access to Data:** How is your organization accessing City data?

**Example: Is the data supposed to be sent to your organization via email or will the data need to be uploaded to an application?*

**Note: For third-parties that are providing an application to perform the services, please specify whether the application will be an internally hosted solution, cloud-based solution (i.e. SaaS, IaaS, PaaS), or a traditional web-based application (i.e. eBay, WebEx, online banking application)*

Data generated by the gas-monitors will be collected in iNet Control. The Industrial Scientific employees who have access to this data for support purposes are in our customer service team (about 50 people) and the site-reliability engineers for maintaining the cloud infrastructure (about 5 people).

11. **Data Storage:** Does your organization outsource data storage or does your organization utilize its own databases to store data? Does your organization store data outside of the United States?

YES ☐ NO ☒

Data is stored in Amazon Web Services in RDS database. Encryption (AES-256) is controlled by Industrial Scientific, so Amazon Web Services does not have access.

12. **Segregation of Data:** Does your organization's database structure allow segregation of sensitive client data?

YES ☒ NO ☐

While sensitive client data is not gathered, data is logically segmented and enforced by the application for this multi-tenant SaaS application.

13. **Independent Attestations:** Does your organization have independent attestations such as (i.e. ISO 27001, SSAE-18 SOC-1, SOC-2, PCI-DSS, ISO 9001)?

Yes, SOC-2 and ISO 9001. Our policies are also ISO 27001 based.

14. Information Security

- a. Does your organization have written information security policies and procedures (WISP)?

YES ☒ NO ☐

- b. How often are the information security policies and procedures reviewed and updated?

Annually reviewed and updated as recorded in the SOC 2.

- c. Who in the organization is responsible for reviewing and updating the information security policies and procedures?

Primarily the Information Security team, while other organizations have a part in reviewing and approving also.

- d. Does your organization have privacy policies and procedures?

YES ☒ NO ☐

Yes, please find our external privacy policy listed on our website at <https://www.indsci.com>.

- e. How often are the privacy policies and procedures updated?

Annually reviewed and updated as recorded in the SOC 2.

- f. Who in the organization is responsible for reviewing and updating the privacy policies and procedures?

Primarily the Legal team (data privacy officer), while other organizations have a part in reviewing and approving also, such as Information Security.

- g. What methods of encryption are utilized for data at rest and in transit?

Data at rest is encrypted with AES-256. Data in transit uses the TLS 1.2 protocol.

h. Are the encryption methods utilized FIPS 140-2 approved?

YES ☒ NO ☐

Yes

i. Does your organization utilize firewalls to filter incoming data and information from the internet into your company network?

YES ☒ NO ☐

Yes, we utilize firewalls from Palo Alto Networks, Amazon Web Services WAF, and Zscaler.

j. Does your organization perform penetration testing at least once per year to determine if unauthorized access to the computer network and malicious activity is possible externally?

YES ☒ NO ☐

Yes, as recorded in the SOC 2.

k. Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network?

YES ☒ NO ☐

Yes, as recorded in the SOC 2.

l. Does your organization perform background checks on employees and contingent workers prior to onboarding them? Describe the nature of these background checks (i.e., criminal, credit, international, etc.).

YES ☒ NO ☐

Criminal and credit checks.

m. Does your organization utilize multi-factor authentication?

YES ☒ NO ☐

Both product and employee networks use multi-factor authentication as standard.

n. Does your organization utilize scan cards or biometric scans to grant employees and contingent workers access to the building and data centers where data is stored?

YES ☒ NO ☐

Data is not stored on our premises, but these controls are performed for Amazon Web Services. We do use scan cards for our corporate offices as well, however.

o. If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product?

YES ☒ NO ☐

Yes, we use a SDLC/Agile and model the security aspects of it from the Microsoft Security Lifecycle.

p. Does the technological product undergo information security testing and quality assurance testing prior to deployment?

YES ☒ NO ☐

Yes, we have tools such as Veracode and SNYK embedded in the code pipeline to address vulnerabilities prior to release.

q. Does the Vendor provide annual Cybersecurity Awareness training to their employee?

YES ☒ NO ☐

Yes, Cybersecurity Awareness training is provided on a bi-monthly basis.

r. Does the Vendor provide annual phishing simulations for their employee?

YES ☒ NO ☐

Yes, monthly phishing simulations are provided for employees.

s. Have users been educated on how to report suspected security violations or vulnerabilities?

YES ☒ NO ☐

Yes, monthly contacts are made on this subject.

t. Does the Vendor have an employee identified as the Chief Information Security Officer?

YES ☒ NO ☐

Yes, a CISO is in place since 2015.

u. Are all the Vendor laptops encrypted?

YES ☒ NO ☐

Yes, this is a security control that is enforced.

v. Are all Vendor computers (workstations, notebooks) required to join the Company's domain and receive Group Policies?

YES ☒ NO ☐

Yes, this is a security control that is enforced.

w. Does the Vendor meet the NIST 800-63 password guidelines?

YES ☒ NO ☐

Yes. We do include complexity and perform password changes on a regular basis due to customer contractual requirements.

15. Risk Management

- a. Does your organization have an enterprise risk management framework implemented at your organization?
YES ☒ NO ☐

Yes, we track risks and eliminate or mitigate these with our risk management framework.

- b. Does your organization have documented enterprise risk management policies and procedures?
YES ☒ NO ☐

Yes, this is linked with the Legal organization that facilitates the program across the company.

- c. Who in the organization is responsible for reviewing the enterprise risk management policies and procedures?

The Legal organization.

- d. Does your organization utilize an outside third-party to provide services/products to the client?
YES ☒ NO ☐

Amazon Web Services for hosting. More details are available in the SOC 2.

- e. Does your organization have a third-party risk management program (TPRM)?
YES ☒ NO ☐

Yes, we manage software and cloud services vendors regularly and have processes in place for intake and review.

f. Does your organization include right-to audit clauses in contracts with third parties?

YES ☐ NO ☒

Not across the board. We review SOC 2 reports (i.e., Amazon Web Services). We do not have many third party relationships associated with this solution.

g. Does your organization have a certificate of insurance (COI)? *Please attach a copy of your COI.*

YES ☒ NO ☐

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☒ NO ☐

We have a business impact assessment and risk analysis for most areas of the organization. We have a Sr. Manager of Business Continuity & Resilience staffed on the Information Security Team.

b. How often is the business continuity plan updated?

The plan is updated with changes that occur to the people, processes, and technology within the organization.

c. Does your organization conduct business continuity tests once per year?

YES ☒ NO ☐

We conduct communication tests with our Alert Media notification tool.

d. Does your organization have a disaster recovery plan?

YES ☒ NO ☐

--

e. How often is the disaster recovery plan updated?

On an annual basis after lessons learned or changes to the people, processes, and technology within the organization.

f. Does your organization conduct disaster recovery tests once per year?

YES ☒ NO ☐

--

g. Does your organization have business continuity and/or disaster recovery sites?

YES ☒ NO ☐

--

h. Are the business continuity/disaster recovery sites located in the United States or outside the United States? *Please include the locations of business continuity/disaster recovery sites?*

YES ☒ NO ☐

--

IT Ticket#:33964 Updated - Request IT Questionnaire Review for INet

City of Norwalk <noreply@norwalkct.gov>

Tue 9/3/2024 2:42 PM

To:Coppola, Joseph <JCoppola@norwalkct.gov>

---Automated Email, Do not reply---

IT Ticket#:33964 has been updated.

Support Notes:

Joe,

We have finished the review back in 8/19. The answers provided by Industrial Scientific on this IT Questionnaire form indicate that the vendor maintains a cybersecurity posture that satisfies the City of Norwalk's risk appetite.

Joyce

- Click the ticket ID for additional comment/ request:

View Ticket

- Subject: Request IT Questionnaire Review for INet
- Assign to: Anthony
- Status: Closed
- Message:

CAUTION: EXTERNAL Email: Don't open links or attachments from untrusted senders Dear Help Desk, Please review the attached IT Questionnaire response from INet. Project Description: Air quality monitors for gas detection Primary Vendor Contact : Mike Conley Primary Contact Email : Mconley@indsci.com Thanks for your help, jcoppola@norwalkct.gov Needed to be completed by 2024-08-21 If you want to unsubscribe from these emails, please use this form [https://aka.ms/flow-mail].

Thanks!

IT Department

You may update, view additional information or check the status about the ticket through our [IT Help Desk](#) website

MEMO



To: Common Council, Public Safety and General Government Committee

From: Assistant Chief Edward McCabe

RE: Common Council Authorizations

DATE: October 16, 2024

1. Authorize the Mayor Harry W. Rilling, to execute a contract with Delta Level Defense for a total not to exceed \$26,684.22 for the purchase of 19 sets of tactical body armor. (Munis Acct. 0133120-5341)

Background:

The Fire Department is in the process of a mandated upgrade of its firefighter's tactical body armor. This armor is worn when working with NPD at any active threat response. The replacement has been split over two years, with this purchase rounding out the second of two orders. This will complete the upgrade and provide necessary protection to all fire companies in the city.

MEMO



To: Common Council, Public Safety and General Government Committee

From: Assistant Chief Edward McCabe

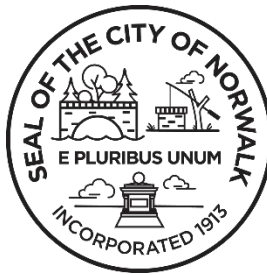
RE: Common Council Authorizations

DATE: October 16, 2024

1. Authorize the Mayor, Harry W. Rilling, to execute a contract with MES Shipman's Fire Equipment for a total not to exceed \$279,591.25 for new Fire Department SCBA air bottles, compliant with the latest NFPA standard. (Munis Acct. 0131205269)

Background:

The Fire Department is in the process of a mandated upgrade of its firefighter's airpacks. This upgrade will put the Department in compliance with NFPA 1981, Revision 2024 for Self-Contained Breathing Apparatus. Each SCBA consists of four main components: The air bottle, harness, regulator, and facepiece. This purchase of the air bottles, with the allotted ARPA funds, will eliminate the need to make it a capital request for 2025-2026.



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: _____

DEPARTMENT: _____

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

1	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
6	Other, please explain:

TOTAL COST: _____ MUNIS Account: _____

VENDOR: _____

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
	X	Supports	
Purchasing Agent Name		Does Not Support	Department Head Name
		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	
Date			Date

JUSTIFICATION:

PA Comments: . The difference between the ARPA amount and the Gengras quote is the money NFD will spend to outfit the vehicles with emergency lights, sirens, department radios, etc.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com

Quote Number: **241101006****STATE CONTRACT NO: 19PSX0161**

Make	MY	Model	Contract Price
Ford	2025	ST Line - 4WD 300A (K8K)	\$ 43,500.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

	Option Code	Description	List Price
1	D4	Rapid Red Metallic	\$ 495.00
2	EW	Leather Seating w Perforated Insert - Onyx	\$ -
3	300A	Equipment package	\$ -
4	99H	2.3L EcoBoost® I-4 has Auto Start-Stop Technology	\$ -
5	44T	Ten speed Automatic Trans	\$ -
6	STD	Spare Key (1)	\$ -
7	17H	Second Row Captains Chairs	\$ -
8			\$ -
9			\$ -
10			\$ -
11			\$ -
12			\$ -
13			\$ -
14			\$ -
15			\$ -
16			\$ -
17			\$ -
18			\$ -
19			\$ -
20			\$ -
Total Options per Contract Price (list price)			\$ 495.00
Total Factory Options Discount (6%)			\$ (29.70)
Total Options per Contract Price (net price)			\$ 465.30

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com

Quote Number: **241101006**

Aftermarket Accessories					
	Vendor / Manufacturer	Hours	Description	List Price	
1		0.0		\$ -	
2		0.0		\$ -	
3		0.0		\$ -	
4		0.0		\$ -	
5		0.0		\$ -	
6		0.0		\$ -	
7		0.0		\$ -	
8		0.0		\$ -	
Total Hours		0.0			
Total Aftermarket Options (list price)				\$ -	
Total Aftermarket Options Discount (5%)				\$ -	
Total Hours x \$110 / hour rate				\$ -	
Total Net Aftermarket Options plus Total Labor				\$ -	
Trade Allowance					
Year	Make	VIN	Description / Mileage	Allowance	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
Total Trade in Allowance				\$ -	
Comments:			Additional fees / Charges		
Factory order			State of CT Trade in Assessment (Note: Fee is payable to State of CT):	\$ -	
			Dealer Conveyance Fee (\$799.00)	\$ -	
			Registration Fee (estimated, actual cost will appear on your final invoice)	\$ -	
			Purchase from retail stock - charge		
Customer:	City of Norwalk	Total Additional Fees			\$ -
FIN Code:	QQ243	Total (per unit)			\$ 43,965.30
VIN:		Grand Total (all)			\$ 87,930.60
Quantity	2				

MEMO



To: Common Council

From: Assistant Chief Edward McCabe

RE: Common Council Authorizations

DATE: November 4, 2024

1. Authorize the Mayor Harry W. Rilling, to execute a contract with Gengras Ford for a total not to exceed \$154,230.00 for the purchase of two Ford Explorer staff vehicles. This project is funded through ARPA funds as approved at the August 13, 2024 Common Council Meeting. (Acct. 133110-5796-AFN03)

Background:

These vehicles will replace 2007 and 2008 Ford Explorers, which will be retired from the fleet, no longer being suitable for daily use or emergency response.

Memo

To: Common Council and Public Safety and General Government Committee
From: Deputy Chief Melissa Lepore
CC:
Re: Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant Acceptance Authorization
Date: October 17, 2024

The Connecticut Department of Transportation (CTDOT) Highway Safety Office, has approved the application submitted by the City of Norwalk Police Department for funding under the Drug Recognition Enforcement (DRE) Instructor Grant project. The grant award is approved for \$44,659.38. The funding start date is October 09, 2024 and the funding end date is September 30, 2025.

The Norwalk Police Department proposed funding to combat the large increase in the number of drivers using marijuana or other illegal drugs. Between 2018 and 2022 over 50% of drivers involved in fatal crashes tested positive for drugs. The Connecticut's 2025 Highway Safety Plan calls for high visibility enforcement of impaired driving laws, public information, and education on the risks, dangers, and consequences of driving while impaired. This plan also calls for the training of law enforcement officers in the latest methods of drug evaluation and classification and to certify law enforcement officers as Drug Recognition Experts (DRE's).

The DRE Instructor Grant will provide training to law enforcement officers in recognizing the signs of impaired drivers under the influence of illegal or legal drugs or medications by providing statewide coordination of standard field sobriety testing and advanced roadside impaired driving enforcement (ARIDE). The grant will also be utilized for training to facilitate convictions in court proceedings of various types of impaired driving cases, beyond alcohol impairment.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under the Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant.
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant.

**CONNECTICUT DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY OFFICE**



GRANT APPROVAL CONFIRMATION

DELIVERED BY EMAIL TO: Harry Rilling

APPROVED PROJECT PERIOD:	October 09, 2024 - September 30, 2025
STATE PROJECT NUMBER:	0205-0724-2-AO
PROJECT NAME:	DRE Instructor Grant Reimbursement
GOVERNMENTAL UNIT:	City of Norwalk
APPLICANT:	Norwalk Police Department
FEDERAL FUNDS:	\$44,659.38
STRAIGHT TIME FRINGE RATE PERCENTAGE:	1.45%
OVER TIME FRINGE RATE PERCENTAGE:	1.45%
CFDA:	20.607

The Department of Transportation would like to notify you of the approval of the Norwalk Police Department's Highway Safety project application entitled DRE Instructor Grant Reimbursement effective October 09, 2024 - September 30, 2025.

Federal funds in the amount of \$44,659.38 are allocated to this project in accordance with the approved 2025 Fiscal Year Connecticut Highway Safety Plan. The total project cost may not exceed this amount for the approved project period.

All grants greater than or equal to \$30,000.00 are subject to FFATA (Federal Funding Accountability and Transparency Act) sub-award reporting requirements. For more information go to <https://www.fsrs.gov/#a-faqs>.

All costs incurred under this project must be in full compliance with both federal and State regulations, policies and procedures that govern the use of highway safety funds. Costs are subject to review by both Internal and External Auditors.

Please note that deviations from the specifics of the approved budget must be reviewed and approved by the Highway Safety Office prior to their implementation in order for related costs to be eligible for reimbursement.

The NONENF-APP reimbursement package will be sent to your agency point of contact. All final claims against this project, together with all supporting financial documentation, must be submitted to the Highway Safety Office no later than thirty (30) days after the project period ending date.

If you have any additional questions or concerns regarding this program, please contact me at Joseph.Cristalli@ct.gov or 860-594-2412.

cc'd by email to: clam@norwalkct.gov
cwasilewski@norwalkct.gov

Joseph T. Cristalli, Jr.
Transportation Assistant Planning Director

Application Signatures

Subgrantee Signatures

Authorizing Official

* **Name:** *Rita Nigri*
* **Title:** *Grant Administrator*

* **Signature:** *Rita Nigri*
Signature Date: *10/08/2024*

Financial Officer

* **Name:** *Chitsamay Lam*
* **Title:** *Comptroller*

* **Signature:** *Chitsamay lam*
Signature Date: *10/04/2024*

Project Director

* **Name:** *Christopher Wasilewski*
* **Title:** *Officer*

* **Signature:** *Christopher Wasilewski*
Signature Date: *09/30/2024*

CTHSO Signatures

Program Manager

* **Name:** *Robert Klin*
* **Title:** *Program Manager*

* **Signature:** *Robert Klin*
Signature Date: *10/09/2024*

Supervisor

* **Name:** *Phyllis DiFiore*
* **Title:** *Transportation Supervising Planner*

* **Signature:** *Phyllis DiFiore*
Signature Date: *10/09/2024*

Fiscal

* **Name:** *Anila Hafeez*
* **Title:** *Associate Accountant*

* **Signature:** *Anila Hafeez*
Signature Date: *10/09/2024*

Program Coordinator

* **Name:** *Joseph Cristalli*
* **Title:** *Transportation Assistant Planning Director*

* **Signature:** *Joseph Cristalli*
Signature Date: *10/09/2024*

Governor's Representative

* **Name:** *Garrett Eucalitto*
* **Title:** *HSO Governor's Representative*

* **Signature:** *Garrett Eucalitto*
Signature Date: *10/09/2024*

Application General Information Form

ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.

Applicable Organizations: * Option 1
Option 2
Project Title: * DRE Instructor Grant Reimbursement
Governmental Unit/Agency: * City of Norwalk

Check here if the remittance address is different than the Applicant/Organization address.

Governmental Unit/Agency Information

Governmental Unit/Agency: City of Norwalk

Address *
125 East Avenue

City *
Norwalk

State *
Connecticut

Zip *
06851

FEIN

UEI Number

Applicant Information

Applicant Name: Norwalk Police Department

Address *
1 Monroe Street

City *
Norwalk

State *
Connecticut

Zip *
06854

E-mail *
dorr@norwalkct.gov

Phone *
(203) 854-3007

Fax

FEIN *
06-6011881

UEI Number *
V7ZTXNBNKJM9

Project Director Information

Designated Project Director for this grant: *Christopher Wasilewski **

First Name *

Christopher

Last Name *

Wasilewski

Title *

Officer

Email *

cwasilewski@norwalkct.gov

Phone *

(203) 854-3035

Financial Officer Information

Designated Financial Officer for this grant: *Chitsamay Lam **

First Name *

Chitsamay

Last Name *

Lam

Title *

Comptroller

Email *

clam@norwalkct.gov

Phone *

(203) 854-7711

Authorizing Official Information

Designated Authorizing Official for this grant: *Harry Rilling **

First Name *

Harry

Last Name *

Rilling

Title *

Mayor

Email *

hrilling@norwalkct.gov

Phone *

(203) 854-7701

Problem ID

Applicant: Norwalk Police Department
Project Title: DRE Instructor Grant Reimbursement

Describe in detail the specific problem to be corrected or impacted.

Indicate the reason your current program or activity is not adequate and explain past efforts to resolve the problem.

Provide supporting data, facts, or statistics that will substantiate the need for requested project.

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

Alcohol and drug impaired driving is a major contributing factor in traffic crashes, injuries, and fatalities on Connecticut's roadways. NHTSA data for Connecticut indicates that 127 of Connecticut's 359 fatalities (35%) in 2022 were alcohol-impaired driving fatalities. Additionally, crashes related to drugged driving have become more prevalent in recent years. Connecticut studies have found a large increase in the number of drivers using marijuana or other illegal drugs. Over the 2018-2022 period, about 53.4% of drivers involved in fatal crashes tested positive for drugs, with rates fluctuating from year to year. The impaired driving problem identification section of Connecticut's 2025 Highway Safety Plan calls for high visibility enforcement of the impaired driving laws, public information, and education on the risks, dangers, and consequences of driving while impaired, prosecution of first time and repeat offenders and the passage of strong legislation. Networking, monitoring, and evaluation are also addressed in the plan. The successful implementation of the impaired driving enforcement plan is a vital component to the overall highway safety program in Connecticut

Connecticut's 2025 Highway Safety Plan also calls for the training of law enforcement officials in the latest methods of drug evaluation and classification and to certify law enforcement officials as Drug Recognition Experts (DREs).

Successful implementation of this impaired driving enforcement plan through this project scope is vital to the overall highway safety program in Connecticut.

This project will be closely monitored. In addition, the Highway Safety Office's Fiscal Officer will ensure that the appropriate financial documentation supports all claims against this project.

Additional Documentation

Objectives

Applicant: Norwalk Police Department
Project Title: DRE Instructor Grant Reimbursement

Describe the objectives to be accomplished during this project.

The objectives should be specific, clearly written, measurable, and time-framed.

To decrease drug related crashes, injuries and fatalities through high visibility enforcement and prosecution of DUI offenders by:

**Increasing the number of law enforcement officers trained to recognize the signs of an impaired driver under the influence of illegal or legal drugs or medications by providing statewide coordination of Standard Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) training to law enforcement.*

**Increasing the number of certified Drug Recognition Experts, instructors, and practitioners by providing statewide coordination of Drug Recognition Expert (DRE) training to law enforcement.*

**Increasing law enforcement recognition and conviction of various types of impaired driving, beyond alcohol impairment, by providing coordination to establish a DRE training program.*

**To reimburse DRE instructors for expenses incurred in facilitating the DRE practitioner class and subsequent impaired driving enforcement trainings.*

**To reimburse DRE instructors for court costs incurred while testifying as DRE reconstructionist's and/or DRE subject matter experts in Connecticut, and related DRE callout requests.*

DRE training for police officers will be offered for the purpose of increasing the number of DRE practitioners and to ensure that in-service law enforcement practitioners making alcohol and/or drug arrests are properly trained in the detection and apprehension of impaired drivers. It also will reinforce that trained police officers follow the standardized and systematic arrest procedures that will hold up in court.

Assist in the following activities:

Provide Standardized Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) classes to law enforcement within Federal Fiscal Year (FFY) 2025

Provide Drug Recognition Expert (DRE) classes to law enforcement within FFY 2025

Provide DRE Instructor classes within FFY 2025

Reimbursement will be made for both straight time and overtime expenses as required

Funding for this project will be used to assist in the administration of the Drug Evaluation and Classification Program (DECP) project. Duties will primarily involve the Drug Recognition Expert (DRE) component of the DECP. Anticipated duties include the coordination of DRE training activities, ensuring compliance with DRE recertification requirements, overseeing the collection and transmission of electronic data collected through DRE evaluations and providing support to all current Connecticut DREs throughout the state.

Activities

Applicant: *Norwalk Police Department*

Describe activities and procedures you will undertake to achieve each objective. *

Identify project personnel and responsibilities. Include activity timelines.

All activities will be performed by a certified DRE Instructor:

- Evaluate and assess status of program*
- Establish tracking procedures to fulfill and document objectives*
- Provide support to the CT DRE program and all CT DREs*
- Assist in training at DRE School*
- Assist in training at DRE field certifications*
- Assist in training at SFST and ARIDE classes*
- Attend the National DRE Conference (IDTS)*
- Attend drug impaired driving and DRE related trainings*
- Assist in training at SFST and ARIDE classes*
- Prepare quarterly progress report regarding activities*

Budget to include the following:

Personnel expenses (Salaries, Overtime)

Travel costs (Instructors, Students, Conferences, Trainings, Meetings)

Fringe

Applicant: *Norwalk Police Department*

Project Title: *DRE Instructor Grant Reimbursement*

Do you plan on submitting a Fringe Rate? * ☒ Yes ☐ No

Fringe Benefits

NOTES:

- **If fringe rate is being charged/reimbursed, this page should be completed and signed.**
- **Fringe benefit charges should NOT be included in the hourly rate.**
- **No hourly rate should be inflated--all hourly rates should be reported as actuals.**

I hereby certify that the information below is the true and accurate and authorized by "*Norwalk Police Department*" for hours worked by personnel for the following time period:

FROM: *10/01/2024 ** **TO:** *09/30/2025 **

Actual Cost Category	Straight Time %	Overtime %
<i>FICA-Medicare</i>	<i>1.45000</i>	<i>1.45000</i>
Other Cost Category		
Total Fringe Rate	<i>1.45000%</i>	<i>1.45000%</i>

City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the fringe benefit rate(s) identified above accurately represents the fringe benefit costs to the city/town/agency for the individuals employed under or working on this project.

*** Name:** *Rita Nigri*
*** Title:** *Grant Administrator*

*** Signature:** *Rita Nigri*
Signature Date: *10/08/2024*

Personnel

Applicant: Norwalk Police Department
Project Title: DRE Instructor Grant Reimbursement

Salaries

* Hours worked on grant activities

Position Title	Hourly Rate	Pay Period Scheduled Hours	* Hours Allotted To This Grant	Number of Pay Periods	Salaries Sub-Total	Fringe Rate %	Fringe Sub-Total	Salaries & Fringe Total
Position 1	\$45.000000	40	3.00	52.00	\$7,020.00	1.45	\$101.79	\$7,121.79
Overtime	\$72.000000	10	7.25	52.00	\$27,144.00	1.45	\$393.59	\$27,537.59

Salaries Total \$34,164.00

Fringe Total \$495.38

Personnel Cost Total \$34,659.38

Match (if Applicable)

Position Title	Hourly Rate	Pay Period Scheduled Hours	* Match Hours Allotted To This Grant	Number of Pay Periods	Match Salaries Sub-Total	Match Fringe Rate %	Match Fringe Sub-Total	Match Salaries & Fringe Sub-Total
	\$				\$00.00		\$00.00	\$00.00
	\$				\$00.00		\$00.00	\$00.00

Match Salaries Total

\$00.00

Match Fringe Total

\$00.00

Match Personnel Cost Total

\$00.00

Personnel Notes

Travel

Travel requires pre-approval from the CT Highway Safety Office.

Applicant:

Project Title:

Travel Costs Total:

Norwalk Police Department

DRE Instructor Grant Reimbursement

\$10,000.00

Mileage

If you are able, please indicate the funding breakdown that will be used by this grant to support Travel.

Person Name	Person Title	Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting, etc.)</i>	Estimated Budget Total
			\$
TOTAL			\$00.00

Please provide a description of any anticipated Travel costs and any conferences you may want to attend.

Instructors, Students, Conferences, Trainings, Meetings

Contractual Services

Applicant: Norwalk Police Department
Project Title: DRE Instructor Grant Reimbursement

Contractual Services

Indicate the amount that will be used by this grant to support Contractual Services.

Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety. The HSO must approve any contract for services before the contract is finalized. A copy of the signed contract and/or agreement should be included with the grant application.

Description of Item	Cost	Quantity	Total
N/a	\$00.00	0	\$00.00
TOTAL			\$00.00

Contractual Notes

Contractual Services Match (If Applicable)

* If you are using Contractual Services for Match, enter the match amounts here.

Description of Match Item	Match Cost	Quantity	Match Total
	\$		\$00.00
TOTAL			\$00.00

Contractual Match Notes

Documentation

Supporting Documentation

Operating Supplies

Applicant: *Norwalk Police Department*

Project Title: *DRE Instructor Grant Reimbursement*

Operating Supplies Costs Total: * *\$00.00*

Operating Supplies Costs Match Total: * *\$00.00*

Would you like to provide an itemized breakdown of all Operating/Supplies costs? * Yes

☒ No

Equipment Costs

Notes:

- Any items with serial numbers will need to be reported during future reimbursement.

Applicant: *Norwalk Police Department***Project Title:** *DRE Instructor Grant Reimbursement*

Equipment Costs

Indicate the amount that will be used by this grant to support Equipment by cost, amount, or percentage.

Click the **+** icon to **add** a new row

Click the **-** icon to **delete** an existing row

Item Description	Cost Per Item	Quantity	Total Cost	Buy America Supporting Documentation (If any item's Cost Per Item >= \$10,000, Buy America Documentation is Required)
	\$		\$00.00	
Total Equipment Costs:				\$00.00

Equipment Costs Match (If Applicable)

* If you are using Equipment for Match, enter the match amounts here.

Item Description	Cost Per Item	Quantity	Total Cost	Buy America Supporting Documentation (If any item's Cost Per Item >= \$10,000, Buy America Documentation is Required)
	\$		\$00.00	
Total Equipment Match Costs:				\$00.00

Documentation

Copy of Equipment Quote (* If Equipment Costs are provided)

Supported file types: .doc, .docx, and .pdf

Other Supporting Documentation

Supported file types: .doc, .docx, and .pdf

Indirect Costs

Applicant: *Norwalk Police Department*
Project Title: *DRE Instructor Grant Reimbursement*

Budget Costs

Category	Cost	Match	Total Estimated Cost
Personnel - Salaries	\$34,164.00	\$00.00	\$34,164.00
Personnel - Fringe	\$495.38	\$00.00	\$495.38
Travel	\$10,000.00	\$00.00	\$10,000.00
Contractual Services	\$00.00	\$00.00	\$00.00
Operating Supplies	\$00.00	\$00.00	\$00.00
Equipment Costs	\$00.00	\$00.00	\$00.00
Total Estimated Cost:	\$44,659.38	\$00.00	\$44,659.38

Indirect Costs

Approved Indirect Cost Rate: * 00.00 %
Total Indirect Costs: \$00.00
City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the Indirect Costs Rate identified above accurately identifies what is allowable.

Click **Save** to populate the Signature Date and Title of the selected Authorizing Official.

Name: *Rita Nigri* *
Title: *Grant Administrator* *

Signature: *Rita Nigri* *
Signature Date: *10/08/2024* *

Budget Summary

Total Federal Budget \$44,659.38
Total Match Budget \$00.00

Federal Share
Non-Federal Share

Cost Category	Amount	Budget Summary Approval (For HSO Staff Only)		
Personnel - Salaries	\$34,164.00	[X]Approved	Conditions Apply *	N/A
Personnel - Fringe Benefits @ 1.45000% (Straight-Time)	\$495.38	[X]Approved	Conditions Apply *	N/A
Personnel - Fringe Benefits @ 1.45000% (Overtime)				
Travel	\$10,000.00	[X]Approved	Conditions Apply *	N/A
Contractual Services	\$00.00	Approved	Conditions Apply *	[X]N/A
Operating Supplies	\$00.00	Approved	Conditions Apply *	[X]N/A
Equipment Costs	\$00.00	Approved	Conditions Apply *	[X]N/A
Indirect Costs	\$00.00	Approved	Conditions Apply *	[X]N/A
Total Grant Budget	\$44,659.38	* Conditionally Approved amounts will only be reimbursed upon satisfying the condition mentioned below.		
Match Cost Category	Amount	Match Budget Summary Approval (For HSO Staff Only)		
Personnel	\$00.00	Approved	Conditions Apply *	[X]N/A
Personnel - Fringe Benefits @ 1.45000% (Straight-Time)	\$00.00	Approved	Conditions Apply *	[X]N/A
Personnel - Fringe Benefits @ 1.45000% (Overtime)				
Travel	\$00.00	Approved	Conditions Apply *	[X]N/A
Contractual Services	\$00.00	Approved	Conditions Apply *	[X]N/A
Operating Supplies	\$00.00	Approved	Conditions Apply *	[X]N/A
Equipment Costs	\$00.00	Approved	Conditions Apply *	[X]N/A
Indirect Costs	\$00.00	Approved	Conditions Apply *	[X]N/A

Total Match Budget	\$00.00	<i>* Conditionally Approved amounts will only be reimbursed upon satisfying the condition mentioned below.</i>
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Notes

Reimbursement Requirements

Requested Project Start Date *

10/01/2024

The HSO-Approved Project Start Date will populate here once the submitted grant has been reviewed by HSO staff.

Approved Project Start Date	Project End Date	Reimbursement Deadline
10/09/2024	September 30, 2025	October 30, 2025

- All reimbursements must be signed and dated by the sub-grantee's authorizing official.
- Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.
- Under the terms and conditions of this project application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than thirty (30) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.
- All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).
- Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30th. Failure to do so may jeopardize your reimbursement.
- All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.
- Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30th.
- Photocopies of any media coverage (if applicable) or supportive documentation can be included. Grant category budgets should be adhere to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.

FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.

Certifications & Assurances

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. *The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant

knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. The participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction

knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, department the or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Signature

This section must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Name: Rita Nigri *
Title: Grant Administrator *

Signature: Rita Nigri *
Signature Date: 10/08/2024

Audit Requirements

This page must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS

Attachment A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2024

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of *Norwalk Police Department* declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources **DOES exceed \$750.000** and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: *Chitsamay Lam*

Signature: *Chitsamay Lam*

Title: *Comptroller*

Date: *10/08/2024*

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)

AUDIT EXEMPTION STATEMENT:

The town/city/agency of *Norwalk Police Department* declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources **DOES NOT exceed \$750.000** and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name:

Signature:

Title:

Date:

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

- a. Any sub grantee receiving \$750,000 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.
- b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.

Memo

To:	Common Council and Public Safety and General Government Committee
From:	Deputy Chief Melissa Lepore
CC:	
Re:	State of Connecticut Department of Emergency Services and Public Protection, ARPA-ATV-2023-NWK-2A Grant Acceptance Authorization
Date:	October 17, 2024

The State of Connecticut Department of Emergency Services and Public Protection has awarded the Norwalk Police Department additional funding and extended the expiration date for the American Rescue Plan Act (ARPA)-ATV-2023-NWK-2A grant. The grant, Amendment 2A, award is approved for \$35,000.00. The funding start date is October 01, 2023 and the end date is December 31, 2026.

The Norwalk Police Department has experienced a surge in individuals committing auto theft and other crimes related to auto theft within the City of Norwalk and surrounding municipalities. Funding will pay for increased police patrols to help deter auto thefts, violent crimes, and criminal acts from taking place. The Amendment 2A of ARPA grant allows for an increase of proactive marked and unmarked patrols, criminal investigations into the suspects, or the purchase of approved auto theft and violence related equipment.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-2A grant.
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-2A grant.

STATE OF CONNECTICUT GRANT AGREEMENT FOR SLFRF

COVER PAGE

State Agency State of Connecticut Department of Emergency Services and Public Protection	Agreement Number ARPA-ATV-2023-NWK-2A Federal Grant No. <i>SLFRP0128</i>
Grantee: Town of Norwalk UEI/SAMS Number: <i>FEIN: 06-6011881</i>	Agreement Effective Date 6/1/2023 Agreement Expiration Date 6/30/2025
Agreement Maximum Amount \$70,000	Fund Expenditure End Date 12/31/2026
State Fiscal Year 2024- 2025 \$35,000*	Agreement Authority Be it enacted by the State of Connecticut's Senate and House of Representatives in General Assembly Connecticut General Statutes §§ PA- 22-118 Sec. 10. Section 41 of special act 21-15, as amended by section 306 of public act 21-2 of the June special session and section 3 of special act 22- 2, is amended to read as follows (Effective from passage): The following sums are allocated, in accordance with the provisions of special act 21-1, from the federal funds designated for the state pursuant to the provisions of section 602 of Subtitle M of Title IX of the American Rescue Plan Act of 2021, P.L. 117-2, as amended from time to time, for the annual periods indicated for the purposes described.
* Funds may not be available through the Federal Award End Date subject to the provisions in § 2 (Terms and Agreement Effective Date) and § 5 (Payments to Grantee) below.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: 1. Exhibit A, Statement of Work. 2. Exhibit B, Payment Terms and Provisions and Budget. 3. Exhibit C, Federal Provisions. 4. Exhibit D, Agreement with Subrecipient of Federal Recovery Funds 5. Exhibit E, SLFRF Subrecipient Quarterly Report 6. Exhibit F, Contractor Terms 7. Exhibit G, Beneficiary Terms In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit C, Federal Provisions. 2. Exhibit D, Agreement with Subrecipient of Federal Recovery Funds. 3. Connecticut Special Provisions in §17 of the main body of this Agreement. 4. The provisions of the other sections of the main body of this Agreement. 5. Exhibit A, Statement of Work. 6. Exhibit B, Payment Terms and Provisions and Budget. 7. Exhibit E, SLFRF Subrecipient Quarterly Report.	

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Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	<i>SLFRP0128</i>
Federal Award Date	5/14/2021
Federal Award End Date*	December 31, 2026
Federal Statutory Authority	Section 602(b) of the Social Security Act (the “SSA”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021)
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$5,200,000

* Funds may not be available through the Federal Award End Date subject to the provisions in § 2 (Terms and Agreement Effective Date) and § 5 (Payments to Grantee) below.

For Grantor/DAS Use Only

AMOUNT	FUND	DEPT	SID	PROGRAM	ACCT	BR YR	PROJECT
\$							

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such.

GRANTEE _____ By: Name & Title Date: _____	GRANTOR: STATE OF CONNECTICUT _____ By: Ronnell A. Higgins, Commissioner Date: _____
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EXHIBIT B
PAYMENT TERMS AND PROVISIONS
AND BUDGET

Budget Item	Amount \$	Notes/Comments
Overtime (Salary & Fringe)	\$35,000.00	Used to increase proactive, marked & unmarked patrols as well as criminal investigations into suspects.

Budget Total:

\$35,000.00

 \$35,000 max

EXHIBIT C FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS

- 1.1. The Agreement to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Agreement, or any attachments or exhibits incorporated into and made a part of the Agreement, the provisions of these Federal Provisions shall control.
- 1.2. The State of Connecticut is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in § 2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Connecticut agency or institutions of higher education.

2. DEFINITIONS

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR § 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available www.treasury.gov
 - 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR § 200.1
 - 2.1.6. "Grant" means the Agreement or Grant to which these Federal Provisions are attached.
 - 2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
 - 2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Connecticut State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR § 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR § 52.204-10, as prescribed in 48 CFR § 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by § 6202 of Public Law 110-252.

- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID Number” means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei.

3. COMPLIANCE

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Connecticut, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. UEI. Grantee shall provide its UEI number to its Prime Recipient, and shall update Grantee’s information in SAM at least annually after the initial registration, and more frequently if required by changes in Grantee’s information.

5. TOTAL COMPENSATION

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
- 5.1.2. In the preceding fiscal year, Grantee received:
- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee’s obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING

- 7.1. Reporting requirements in § 8 below apply to all awards made under SLFRF. If the total award is \$50,000 and above, the award is subject to FFATA reporting which will be completed by UST.
- 7.2. The procurement standards in § 9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS

- 8.1. Grantee shall report as set forth below. Reports are expected to align with a single expenditure category (e.g., EC 2.34).
 - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit E to report to the Grantor. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects (1.1 through 1.14)

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure (from list of enumerated uses in Treasury guidance)
 - iv. Written justification (Required when total project cost is \$1 million or more)
 - v. Labor reporting (Required when total project cost is \$10 million or more)

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects (2.1 through 2.37)

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure (from list of enumerated uses in the Treasury guidance)

- iv. Written justification (Required when total project cost is \$1 million or more)
- v. Labor reporting (Required when total project cost is \$10 million or more)

Household Assistance (2.1, 2.3-2.8)

- a) Number of households served

Assistance to Unemployed or Underemployed Workers (2.10)

- a) Number of workers enrolled in sectoral job training programs
- b) Number of workers completing sectoral job training programs
- c) Number of people participating in summer youth employment programs

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.2, 2.15-2.18)

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
 - iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas

that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five calendar days after the end of the month following the month in which the Subaward was made.

- 8.1.2.1. Subrecipient UEI Number;
- 8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
- 8.1.2.3. Subrecipient parent's organization UEI Number;
- 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

- 8.1.3.1. Subrecipient's UEI Number as registered in SAM.
- 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
- 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
- 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
- 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

- 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
- 8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).
 - 8.1.3.7.1. For projects over \$10 million:
 - 8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Act"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.
 - 8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. § 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
 - 8.1.3.7.1.3. Whether the project prioritizes local hires.
 - 8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, and the State of Connecticut Office of Policy and Management. The State of Connecticut may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via an amendment.

9. PROCUREMENT STANDARDS

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR §§ 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR § 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR § 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the federal Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR § 200.501.
- 11.1.1. Election. A Subrecipient shall have a Single Audit conducted in accordance with Uniform Guidance 2 CFR § 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR § 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR § 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
- 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148).
- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). An award or contract (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 12.1.7. Never Agreement with the enemy (2 CFR § 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216). Grantee is prohibited from obligating or expending loan or Grant Funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR § 200.216.
- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d, *et seq.*), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d *et seq.*, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS

- 13.1. Subrecipient Certification. Subrecipient shall sign a “State of Connecticut Agreement with Recipient of Federal Recovery Funds” Certification Form in **Exhibit D** and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR § 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR § 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Connecticut may terminate the Grant upon thirty (30) calendar days prior written notice if the default remains uncured five calendar days following the termination of the thirty (30) day notice period. This remedy will be in addition to any other remedy available to the State of Connecticut under the Grant, at law or in equity.
- 15.2. Termination (2 CFR § 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

Exhibit D
AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the “SSA”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (“Treasury”) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Connecticut has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State’s separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the SSA and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization’s obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

**AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS**

- 1) Use of Funds
 - a) Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the “SSA”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), and Treasury’s regulations implementing that section and guidance.
 - b) Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 2) Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury’s implementing regulations, during this period of performance.
- 3) Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the State of Connecticut Office of Policy and Management. The State will provide notice of such additional reporting requirements via an amendment
- 4) Maintenance of and Access to Records
 - a) Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the SSA, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b) The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c) Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 5) Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 6) Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the UST and the State of Connecticut Office of Policy and Management.
- 7) Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
- 8) Conflicts of Interest. The State of Connecticut understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of Policy and Management or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of Policy and Management shall disclose such conflict to Treasury.

9) Compliance with Applicable Law and Regulations.

- a) Subrecipient agrees to comply with the requirements of section 602 of the SSA, regulations adopted by Treasury pursuant to section 602(f) of the SSA, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b) Federal regulations applicable to this award include, without limitation, the following:
 - i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the federal Single Audit Act, shall apply to this award.
 - ii) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv) OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v) Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi) Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii) New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix) Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - iv) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10) Remedial Actions. In the event of Subrecipient’s noncompliance with section 602 of the SSA, other applicable

laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the SSA regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the SSA and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the SSA, as applicable.

- 11) Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 12) False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law
- 13) Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury."
- 14) Debts Owed the Federal Government
 - a) Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the SSA and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b) Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
- 15) Disclaimer.
 - a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
 - b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient
- 16) Protections for Whistleblowers.
 - a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

- b) The list of persons and entities referenced in the paragraph above includes the following:
 - i) A member of Congress or a representative of a committee of Congress;
 - ii) An Inspector General;
 - iii) The Government Accountability Office;
 - iv) A Treasury employee responsible for Agreement or grant oversight or management;
 - v) An authorized official of the Department of Justice or other law enforcement agency;
 - vi) A court or grand jury; or
 - vii) A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI

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

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT E
SLFRF SUBRECIPIENT REPORT

1. SLFRF SUBRECIPIENT FISCAL REPORT WORKBOOK

- 1.1 A fiscal reporting template shall be used to monitor payments and progress associated with designated line items and deliverables. This template is included as an attachment with the Grant Agreement.

EXHIBIT F
CONTRACTOR TERMS

- 1) Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant:
 - a) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - b) Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
 - c) Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
 - d) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
 - e) Debarment and Suspension (Executive Orders 12549 and 12689). An award or contract (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - f) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - g) Never Agreement with the enemy (2 CFR § 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
 - h) Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216). Grantee is prohibited from obligating or expending loan or Grant Funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
 - i) Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from

excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d, *et seq.*), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

EXHIBIT G
AMERICAN RESCUE PLAN ACT – STATE FISCAL RECOVERY FUNDS PROGRAM:
BENEFICIARY ATTESTATION FORM

The funding provided to you as an eligible beneficiary is supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury State and local Fiscal Recovery Funds Program as authorized by the American Rescue Plan Act.

THE STATE AND LOCAL FISCAL RECOVERY FUNDS PROGRAM AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT PROVIDES FUNDING TO SUPPORT URGENT COVID-19 RESPONSE EFFORTS TO CONTINUE TO DECREASE SPREAD OF THE VIRUS AND BRING THE PANDEMIC UNDER CONTROL; REPLACE LOST REVENUE FOR ELIGIBLE STATE, LOCAL, TERRITORIAL, AND TRIBAL GOVERNMENTS TO STRENGTHEN SUPPORT FOR VITAL PUBLIC SERVICES AND HELP RETAIN JOBS; SUPPORT IMMEDIATE ECONOMIC STABILIZATION FOR HOUSEHOLDS AND BUSINESSES; TO MAKE NECESSARY INVESTMENTS IN WATER, SEWER, AND BROADBAND INFRASTRUCTURE; AND COVER THE COST OF OTHER ELIGIBLE ACTIVITIES.

Program Description: Sec. 78. (NEW) (Effective from passage) On and after July 1, 2022, the Department of Emergency Services and Public Protection shall, within available resources, administer a grant program to provide grants-in aid to eligible municipalities for Strategic deployment of traffic unit enforcement teams to conduct strict speed enforcement in designated areas that have demonstrated a statistical increase in the number or severity of roadway collisions. Any municipality that has a population of less than twenty-five thousand that has a law enforcement unit or resident state trooper may apply for such grants in such manner as the department prescribes. The department shall award grants of up to five thousand dollars to eligible municipalities and may award not more than a total of ten grants to any such municipality. The department shall continue to award grants until all resources dedicated to such grant program have been expended.

State Agency Contact information:
Department of Emergency Services & Public Protection
1111 Country Club Road
Middletown, CT 06457
Email: despp.autotheftgrant@ct.gov

[] **Check here to certify:** I have read this form and hereby attest, as an authorized representative of [insert entity legal name here], that [insert entity legal name here] meets the requirements for an eligible beneficiary. I understand that providing false or misleading information may subject [insert entity legal name here] to recoupment of funds up to the amount received.

Signature _____ Date _____

Print Name _____

Entity Legal Name _____

Address _____

EXHIBIT A
STATEMENT OF WORK

Grantee has experienced a surge of individuals committing auto theft and other crimes related to auto theft within the limits of grantee's municipality. The funds will be distributed to the cities and suburbs as a "hub and spoke" approach to reduce these types of crimes. The following municipalities are known as "Hubs": Bridgeport, Hartford, Meriden, New Britain, New Haven, New London, Stamford, and Waterbury. Surrounding these eight Hub municipalities will be "Spoke" towns that include a total of 50 cities and towns. Funding will pay for increased police patrols to help deter these criminal acts from taking place. The main goal of the auto theft and violence funding is to reduce auto theft and violent crimes associated with auto theft in Connecticut's communities. Specifically, the communities that have seen a large uptick in auto theft and violent crime since the start COVID-19 pandemic.

T. Software Piracy Prohibition

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

U. Vendor Offset and Erroneous Payments

[Not applicable to intergovernmental agreements] Subject to state statute, the State may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other allowed charges; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other Agreements, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

- i. Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.
- ii. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

O. Forum and Choice of Law

The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

P. Sovereign Immunity

The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other Section, this Section shall govern.

Q. Requirements for Nonprofit Organizations

If the Grantee is a nonprofit organization, the Grantee agrees to maintain its 501(c)(3) status and to maintain up-to-date annual filings as follows: (1) Certificate of Legal Existence with the Connecticut Secretary of the State; (2) Charitable Organization Registration with the Connecticut Department of Consumer Protection, unless exempted by Connecticut General Statutes § 21a-190d; and (3) Return of Organization Exempt Form Income Tax (Form 990) with the Internal Revenue Service. At Grantor's request, the Grantee shall provide Grantor with documentation pertaining to Grantee's 501(c)(3) and or annual filings.

R. Independent Contractor

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all its subcontractors or subgrantors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee shall notify Grantor of the subgrantee or Subcontractor's identity.

S. Prohibited Terms

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of the state's sovereign immunity.

- z. Grantee either owns or has the authority to use all Title of and to all relevant software, and such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- aa. Grantee's Platform does not (a) infringe or misappropriate any patent, trade secret or other intellectual property rights of a third party; or (b) violate any law, statute, ordinance or regulation;
- bb. Grantee has entered into license agreements which permit Grantee to use third-party software and any subcontractor's software, and to permit the Grantor and third parties to use such third-party software and any subcontractor's software, as expressly permitted under this Agreement; and;
- cc. Grantor's use of any software shall not infringe or misappropriate any patent, trade secret or other intellectual property rights of a third party.

L. Access to Contract and Data

The Grantee shall provide to the Grantor access to any data, as defined in C.G.S. § 4e-1, concerning the Agreement and Grantor that are in the possession or control of the Grantee upon demand and shall provide the data to Grantor in a format prescribed by Grantee and the State Auditors of Public Accounts at no additional cost.

M. State Single Audit

For purposes of this paragraph, the word "Grantee" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Grantee shall provide for an annual financial audit acceptable to the Grantor for any expenditure of state-awarded funds made by the Grantee. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Grantee will comply with federal and state single audit standards as applicable.

If the Grantee meets the requirements of the State Single Audit Act, C.G.S. §§ 4-230 through 4-236, as amended, the Grantee's independent auditor is required to submit a State Single Audit Report to Grantor. C.G.S. § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from Grantor for this Agreement and it is the only State Financial Assistance that the Grantee has expended during its fiscal year. The State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, should be uploaded by the Grantee's independent auditor to the State of Connecticut Office of Policy and Management's Electronic Audit Reporting System (EARS) website no later than six months after the end of the audit period (Web address: <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>) and a copy shall be given to the Grantor agency. The Grantee shall submit one hard copy of the State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, to the Office of Policy and Management / Office of Finance no later than six months after the end of the audit period. The Grantee shall also submit Form DE-2017 Supplement to the Audit Report, Detail of Grantor Expenditures to the Grantor Business Office by email no later than 3 months after the end of the audit period.

N. Additional Restrictions on Use of Federal Funds

- k. Grantee has not within the three (3) years preceding the Agreement had one or more contracts with any governmental entity terminated;
- l. Grantee has not employed an employee who has been determined to be a source for any security breach;
- m. Grantee has not employed or retained any entity or person, other than a bonafide employee working solely for it, to solicit or secure the Agreement and it has not paid or agreed to pay any entity or person, other than a bonafide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Agreement or any assignments made in accordance with the Terms of the Agreement;
- n. To the best of its knowledge, there are no Claims involving Grantee or Grantee's Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement;
- o. Grantee shall disclose, to the best of its knowledge, to the Grantor in writing any Claims involving it that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement, no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Grantee's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Agreement concerning Disclosure of Grantee's Parties litigation shall run consecutively with the ten (10) calendar days provided for in this representation and warranty;
- p. There is no action, lawsuit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to Grantee's knowledge, threatened against or affecting it, which could or might materially adversely affect its obligations hereunder or any of the transactions contemplated hereunder;
- q. Grantee's participation in the procurement process, if applicable, or the Agreement Award is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics or the applicable federal ethics code requirements;
- r. The Agreement was not made with collusion or fraud;
- s. Grantee shall obtain in a written acknowledgement all of the representations and warranties in this section from any Grantee's Parties and require that such representations and warranties be included in any contracts and purchase orders with such Grantee's Parties;
- t. Grantee has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- u. Grantee has a record of compliance with Occupational Safety and Health Administration ("OSHA") regulations without any unabated, willful or serious violations;
- v. Grantee owes no unemployment compensation contributions;
- w. Grantee is not delinquent in the payment of any taxes owed or, it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes;
- x. All of Grantee's vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse;
- y. Grantee has vested plenary authority to bind the Grantor's Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Agreement and that all appropriate parties shall also provide, no later than fifteen (15) calendar days after receiving a request from the Grantor, such information as the Grantor may require to evidence, in the Grantor's sole determination, compliance with this section;

person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

K. Grantee's Representations and Warranties

- i. Grantee represents and warrants to the Grantor that:
 - a. The execution and delivery of this Agreement is within the power and authority of Grantee and is not in contravention of any law, organizational document, bylaw, agreement or undertaking to which Grantee is a party and no consent, license or approval is or will be necessary for the valid execution and delivery of this Agreement;
 - b. Grantee is duly and validly existing under the laws of its respective state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, as appropriate, it has taken all necessary action to authorize the execution, delivery and performance of the bid and the Agreement and has the power and authority to execute, deliver and perform its obligations under the Agreement;
 - c. Grantee shall comply with all applicable State and Federal laws in satisfying its obligations to the Grantor under and pursuant to the Agreement, including, but not limited to (i) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics, (ii) all applicable federal ethics rules and requirements, (iii) Title 4a concerning State purchasing, and (iv) all information technology protocols;
 - d. The execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) an Event of Default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or the State; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - e. Grantee has all permits, licenses, franchises and other similar authorizations necessary for its Performance under this Agreement and is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for such performance. Grantee is not in violation, nor will the Agreement cause a violation of the terms or provisions of any such franchise, permit, license or similar authorization;
 - f. Grantee warrants that the deliverables will fully comply with the Agreement and will be performed with reasonable care in a diligent, workmanlike and competent manner that shall comply with all federal, state and local laws, regulations, mandates and/or requirements, and Grantee shall cure defects, if any, in a reasonable time;
 - g. Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - h. Grantee has no pending claims, actions, suits, proceedings pending against it for any security breaches, data breaches, commingling of data, improper or illegal use of client data or software licensing violations;
 - i. As applicable, Grantee has not, within the three (3) years preceding the Agreement, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would perform under the Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
 - j. Grantee is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Grantee shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

I. Freedom of Information Act.

The Grantor is a “public agency” for purposes of FOIA. Accordingly, this Agreement and any correspondence, documents or other information delivered to the Grantor in connection therewith will be considered public records and will be subject to disclosure under FOIA. Under Connecticut General Statutes § 1-210(b), FOIA includes exemptions for “trade secrets” and “commercial or financial information given in confidence, not required by statute”, but only the particular information falling within one of these exemptions can be withheld by the Grantor if the Grantor receives a FOIA request that encompasses such information. In particular, Grantee should be aware that:

- i. The State has no obligation to notify the Grantee of any FOIA request received by the State.
- ii. The State may disclose materials claimed to be exempt if in its judgment such materials do not appear to fall within a statutory exemption.
- iii. The State shall use all reasonable efforts to notify Grantee of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed by Grantee, but the State has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to a FOIA request.
- iv. Grantee will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding.
- v. In no event shall the State or any of its officers, directors, or employees have any liability for the disclosure of documents or information in the State’s possession where the State, or such officer, director, or employee, in good faith believes the disclosure to be required under FOIA or other law.
- vi. If the Grantee receives any freedom of information request, subpoena, notice or other request for any of the Data, records, deliverables, or documentation relating to this Agreement, Grantee shall notify the Grantor of such requests within three (3) Business Days, but Grantee has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information.
- vii. To the extent that any other provision or part of the Agreement conflicts or is in any way inconsistent with this section, this section controls and the conflicting provision or part shall not be given effect.

J. Disclosure of Records.

This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a

the State is an additional insured. The Grantee shall not begin Performance until the delivery of these 3 documents to Grantor. Grantee shall provide an annual electronic update of the 3 documents to Grantor or before each anniversary of the Agreement Effective Date during the Agreement term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

- vi. **This Section shall survive the Termination of the Agreement and shall not be limited by reason of any insurance coverage.**

E. Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with Grant Funds awarded pursuant to this agreement, shall adhere to the requirements of Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(14) and "Quasi Public Agency Project" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(15).

F. Whistleblowing & Retaliation

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Grantee takes or threatens to take any personnel action against any employee of the Grantee in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Connecticut Auditors of Public Accounts or the Connecticut Attorney General under the provisions of subsection (a) of such statute, the Grantee shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Connecticut Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

G. Campaign Contribution and Solicitation Prohibitions

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

H. Large State Construction or Procurement Contract

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the Grantor has provided to the Grantee the summary of State ethics laws developed by the Office of State Ethics pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Grantee represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions

- Grantee is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or Grantor's authority to require compliance with the Enactments.
- ii. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.
 - iii. This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Department of Administrative Services Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

C. HIPAA

- [☒] Grantor check box if the section is not applicable to the Agreement;
(Instructions – Grantor must add State HIPAA boilerplate if applicable to Agreement).

D. Indemnification

- i. The Grantee shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Grantee or Grantee's Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Grantee shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. The Grantee's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Grantor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- ii. The Grantee shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- iii. The Grantee shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Grantee or any Grantee Parties. The State shall give the Grantee reasonable notice of any such Claims.
- iv. The Grantee's duties under this Section shall remain fully in effect and binding in accordance with the terms of the Agreement, without being lessened or compromised in any way, even where the Grantee is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- v. The Grantee shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. To the extent applicable, the Grantee shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to Grantor all in an electronic format acceptable to Grantor prior to the Agreement Effective Date of the Agreement evidencing that

binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- vi. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- vii. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- viii. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- ix. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

B. Executive Orders and Other Enactments

- i. All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the

- j. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- ii. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- iii. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- iv. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- v. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be

Z. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Agreement Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

AA. Indemnification

See § 17. D.

BB. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

CC. Accessibility

Grantee shall comply with, and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of the Accessibility Standards for Individuals with a Disability.

17. CONNECTICUT SPECIAL PROVISIONS

A. Nondiscrimination and Affirmative Action

i. Definitions

- a. "Commission" means the Commission on Human Rights and Opportunities;
- b. "Contract" and "contract" means this Agreement and includes any extension or modification of the Contract or contract;
- c. "Contractor" and "contractor" means Grantee and includes any successors or assigns of the Contractor or contractor;
- d. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- e. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations
- f. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- g. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- h. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- i. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

Q. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Connecticut State law and State fiscal rules, and, if applicable approved by the Connecticut Attorney General.

R. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State fiscal rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Agreement Effective Date.

S. External Terms and Conditions

Notwithstanding anything to the contrary herein, the Grantor shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

T. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

U. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State sales and use taxes under C.G.S. § 12-412(1), (CERT -134 Exempt Purchases by Qualifying Governmental Agencies – Connecticut Department of Revenue Services Form). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

W. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 16.B (General Conditions), this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

X. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Y. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

H. Unexpended Funds and or Disallowed Costs

If project costs are less than the Agreement, and or any project costs have been disallowed, the Grantee shall return or forfeit the unexpended/disallowed funds to Grantor as provided in the Agreement.

I. Grant Extensions

No extensions to the end date of a grant shall be made if an Agreement's end date has already passed or an extension is prohibited by ARPA.

J. Subrecipients and Subcontractors

Grantee shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the Grantor. Grantee shall submit to the Grantor a copy of each such subgrant or Subcontract upon request by the Grantor. All subgrants and Subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Connecticut, and shall be subject to all provisions of this Agreement. *If the entity with whom Grantee enters into a subgrant would also be considered a Subrecipient, then the subgrant entered into by Grantee shall also contain provisions set forth in Exhibits C and D permitting both Grantee and the Grantor to perform all monitoring of that subgrant in accordance with the UST Uniform Guidance.*

K. Binding Effect

Except as otherwise provided in § 16.B (General Conditions), all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

L. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

M. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

N. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

O. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

P. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Connecticut law, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

Grantor shall give ten (10) Business Days notice to Grantee of the Grantor's desire for such reassignment. Grantee will then have five (5) Business Days to investigate the situation and attempt, if it so desires, to satisfy the Grantor that the employee should not be reassigned; however, the Grantor's decision in its sole discretion after such five (5) Business Day period shall be final. Should the Grantor still desire reassignment, then five (5) Business Days thereafter, or ten (10) Business Days from the date of the notice of reassignment, the employee shall be reassigned from the Grantor's account.

F. Revised Budget

As set forth in **Exhibit B** (Payment Terms and Provisions and Budget), the approved Budget may be modified at the request of the Grantee if such request is approved in writing by the Grantor. Approval by the Grantor of any modification to the Budget shall not constitute or imply a revision of the Agreement Maximum Amount. Cash requests will be withheld until the revision is received and approved.

G. Audits

- i. In accordance with the following conditions, the Grantee agrees to have conducted audits of each of the fiscal years included in the period of this Agreement and any amendments thereto.
- ii. If the Agreement meets the audit requirements of OMB Circular A-133, Audits of State and Local Governments and Non-Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Auditing Standards Generally Accepted In the United States of America, Government Auditing Standards issued by the Comptroller General of the United States, as well as OMB Circular A-133 and 2 CFR Part 200, Subpart F Audit Requirements. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$750,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee expended Financial Assistance under only one federal program during its fiscal year. For audit purposes, State or Grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted to the Federal Audit Clearinghouse by the earlier of thirty (30) calendar days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.
- iii. Any Grantee financial audit report or Single Audit report must be submitted electronically on OPM's Electronic Audit Reporting System (EARS) at the web address indicated below and also sent to the Grantor Agency as provided in § 14 (Notice) of this Agreement. Independent auditors are to electronically file the audit report packages of their clients on EARS and with the Grantor agency.

Web address: <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>

B. Assignment

Grantee shall assign any necessary software licensing agreements or other related contracts to Grantor or its designee if Grantee ceases to do business or is dissolved, and shall work with Grantor to ensure a seamless transition for the management and administration of the Work and Deliverables.

16. **GENERAL PROVISIONS**

A. ARPA Federal Provisions & Requirements

Grantee shall comply with all the federal requirements set forth in **Exhibits C** (Federal Provisions) and **D** (Agreement with Subrecipient of Federal Recovery Funds).

If Grantee hires any subcontractor to assist or carry out part of the Agreement, Grantee shall incorporate **Exhibit F** (Contractor Terms) into the resulting contract.

If ARPA funding is to be made to an Eligible Beneficiary to carry out part of this Agreement, Grantee shall have the Eligible Beneficiary complete the form set forth in **Exhibit G** (Beneficiary Attestation Form) and maintain the record in accordance with § 7.A.

B. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the Grantor. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the Grantor shall be subject to the provisions of this Agreement.

C. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the Grantor or the Grantee unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

D. Fiscal Control

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of Grant Funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, Grant Funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to ensure that expenditures charged to grant activities are made for allowable purposes only.

E. Labor and Personnel

- i. At all times, Grantee shall utilize approved, qualified personnel and any State approved subcontractors necessary to perform the services under this Agreement. Grantee shall advise the Grantor promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Grantee involving Grantee's employees or subcontractors or subrecipients which may reasonably be expected to affect Grantee's performance of services under this Agreement. The Grantor may then, at its option, ask Grantee to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the Grantor to provide the services otherwise performable by Grantee hereunder. The Grantee will be responsible to the Grantor for any economic detriment caused the Grantor by such subcontract arrangement.
- ii. Grantee shall, if requested to do so by the Grantor, reassign from the Grantor's account any employee or authorized representatives whom the Grantor, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the

accordance with the Grantor's directive, and the Grantor shall not be liable for costs incurred by Grantee after the suspension of performance.

ii. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

iii. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

iv. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the Grantor deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the Grantor to be contrary to the public interest or the Grantor's best interest.

13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement, which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the Grantor and a senior manager designated by Grantee for resolution.

14. NOTICE

Unless otherwise expressly provided to the contrary, any other notice provided under this Grant shall be in writing and may be delivered personally or by certified mail, recognized overnight courier, or e-mail in the manner set forth in this section. All notices shall be effective if delivered to the following addresses:

Grantor:	Department of Emergency Services & Public Protection 1111 Country Club Road Middletown, CT 06457 Attention: Aimee P. Plourde, Chief of Fiscal Services Email: Aimee.Plourde@ct.gov Email: despp.autotheftgrant@ct.gov
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Grantee:	City or Town Address City, State, Zip Chief Elected Official Name Phone Number E-mail
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15. RIGHTS IN DATA AND OTHER INFORMATION

A. Data Exclusive Property of the State

Grantee shall not use, willingly allow, cause or permit Work Product, Data, Records or State materials to be used for any purpose other than the Performance of Grantee's obligations in this Agreement without the prior written consent of the Grantor. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product, Data, Records and State materials to the Grantor in a form and manner as directed by the Grantor.

receipt requested, to the Grantor at the most current address which the Grantor has furnished to the Grantee for purposes of correspondence, or by hand delivery.

- C. The Grantor shall send the notice of Termination via certified mail, return receipt requested, to the Grantee at the most current address which the Grantee has furnished to the Grantor for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Grantor, the Grantee shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Grantor all Records and Data. The Records are deemed to be the property of the Grantor and the Grantee shall deliver them to the Grantor no later than thirty (30) calendar days after the Termination of the Agreement or fifteen (15) calendar days after the Grantee receives a written request from the Agency for the Records and Data. The Grantor shall deliver those Records and Data that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- D. Upon receipt of a written notice of Termination from the Grantor, the Grantee shall cease operations as the Grantor directs in the notice, and take all actions that are necessary or appropriate, or that the Grantor may reasonably direct, for the protection, and preservation of the Deliverable(s) and any other property. Except for any work which the Grantor directs the Grantee to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Grantee shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- E. The Grantor shall, within forty-five (45) Business Days of the effective date of Termination, reimburse the Grantee for its Performance rendered and accepted by the Grantor in accordance with **Exhibits A** (Statement of Work) and **B** (Payment Terms and Provisions and Budget), in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Grantee to complete. However, the Grantee is not entitled to receive, and the Grantor is not obligated to tender to the Grantee any payments for anticipated or lost profits. Upon request by the Grantor, the Grantee shall assign to the Grantor, or any replacement contractor which the Grantor designates, all subcontracts, purchase orders and other commitments, deliver to the Grantor all Records and Data and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Grantee's property, equipment, waste material and rubbish related to its Performance, all as the Grantor may request.
- F. For breach or violation of any of the provisions in the section concerning representations and warranties, the Grantor may Terminate the Agreement in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Grantee or Grantee Parties or any third party.
- G. Upon Termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such Termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.
- H. Termination of the Agreement pursuant to this section shall not be deemed to be a breach of contract by the Grantor.
- I. Remedies Not Involving Termination. The Grantor, in its discretion, may exercise one or more of the following additional remedies:
 - i. Suspend Performance
Suspend Grantee's Performance with respect to all or any portion of the Work pending corrective action as specified by the Grantor without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in

- E. Grantee shall deliver Certificates of Insurance relating to all of the above referenced coverages to the Grantor at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) calendar days advance notice will be given in writing to the Grantor prior to cancellation, termination or alteration of said policies of insurance.
- F. All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least thirty (30) calendar days prior notice to Grantee and Grantee shall forward such notice to the Grantor in accordance with § 14 (Notices) within seven calendar days of Grantee's receipt of such notice.

11. BREACH OF AGREEMENT & REMEDIES

- A. In the event of a Breach of Agreement, the aggrieved Party shall give written Notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) calendar days after the delivery of written notice, the Party may exercise any of the remedies as described in herein for that Party. Notwithstanding any provision of this Agreement to the contrary, the Grantor, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under C.G.S. §§ 4e-35 & 4e-38, the Grantor, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.
- B. Grantor's remedies. If Grantee is in breach under any provision of this Agreement and fails to cure such breach, Grantor, following the notice and cure period specified in this section, shall have all of the remedies listed in this section, below § 12 (Termination), and elsewhere in this Agreement, in addition to all other remedies set forth in this Agreement or at law. The Grantor may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.
- C. Grantee's Remedies. If the Grantor is in breach of any provision of this Agreement and fails to cure such breach, Grantee, following the notice and cure period specified in this Section and the dispute resolution process in § 13 (Dispute Resolution) shall have the rights to terminate this Agreement and proceed under Chapter 53 of the C.G.S.
- D. Intellectual Property. If any Work infringes, or if the Grantor in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the Grantor (i) secure that right to use such Work for the Grantor and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the Grantor.

12. TERMINATION

- A. Notwithstanding any provisions in this Agreement, the Grantor, through a duly authorized employee, may Terminate the Agreement whenever the Grantor makes a written determination that such Termination is in the best interests of the State. The Grantor shall notify the Grantee in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Grantor must complete its Performance under the Agreement prior to such date.
- B. Notwithstanding any provisions in this Agreement, the Grantee, through a duly authorized employee, may, after making a written determination that the Grantor has breached the Agreement and following the dispute resolution process in § 13, Terminate the Agreement by providing written notice via certified mail, return

approved by the State Insurance Commissioner to do business in Connecticut. Grantee shall assume any and all deductibles in the described insurance policies. The Grantee's insurers shall have no right of recovery or subrogation against the State and the described Grantee's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Agreement, then automobile coverage is not required.
 - iii. Professional Liability: \$1,000,000 limit of liability.
 - iv. [☒] Grantor check box if the section is not applicable to the Agreement. Errors and Omissions Insurance which covers any computer system or software architecture, engineering, design, accounting, legal or other professional services under or in connection with this Agreement, at such party's sole cost and expense, in an amount not less than \$2,000,000 per occurrence. In the case of any computer system or software engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the project on or for which any such services are rendered; otherwise, the professional involved shall maintain such coverage for a period of at least three (3) years following completion of its work hereunder. If coverage is procured by any professional on a claims made basis, the retroactive date must be the date prior to the professional's commencement of any work under or pursuant to this Agreement or the project to which it relates, whichever is earlier.
 - v. Worker's Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
 - vi. [☒] Grantor check box if the section is not applicable to the Agreement. Cyber/Network Security and Privacy Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$2,000,000 general aggregate.
 - vii. Crime Insurance including employee dishonesty coverage with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
- C. Said policy or policies shall cover all of the Grantor's activities under this Agreement and shall state that it is primary insurance in regard to the State, its officers and employees. The Grantor shall be named as an additional insured.
- D. None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Grantee are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Grantee under this Agreement.

- iv. The Grantee shall incorporate the requirements of this Section in all subcontracts requiring each of its Grantor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- v. Nothing in this Section shall supersede in any manner Grantee's or its Grantor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 or the provisions of this Agreement concerning the obligations of the Grantee as a Business Associate, as such term is defined in 45 C.F.R. §160.103, of the Grantor.

The provisions of this section shall survive the Expiration or earlier Termination of this Agreement.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Procurement conflicts

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons or other interest in or a tangible personal benefit from an entity considered for a contract (i.e., 2 C.F.R. § 200.318).

D. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the Grantor a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the Grantor's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. INSURANCE

- A. The Grantee agrees that while performing any activities specified in this Agreement, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the activities to be performed, so as to "save harmless" Grantor and the State of Connecticut from any insurable cause whatsoever.
- B. Before commencing Performance, the Grantee shall obtain and maintain at its own cost and expense for the duration of the Agreement, the following insurance as described in (i) through (vii) below through an insurance company or companies licensed to do business in the State of Connecticut under forms of policies

The Grantor will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the Grantor. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the Grantor to perform all monitoring required by the Uniform Guidance, based on the Grantor's risk analysis of Grantee and this Agreement. The Grantor shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The Grantor shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the Grantor a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a Single Audit under 2 CFR § 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the Grantor within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Protection of Confidential Information

- i. Grantee and Grantee Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- ii. Each Grantee or Grantee Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Grantor or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - e. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- iii. The Grantee and Grantee Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Grantee or its Grantee Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Grantee shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Grantor and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Grantee at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Grantee's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Grantor, any State of Connecticut entity or any affected individuals.

- ii. Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the State of Connecticut Auditor for Public Accounts (“APA”), Connecticut Attorney General and Connecticut State’s Attorney and their respective agents and Grantor or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its Subcontractors or subgrantees pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records.
- iii. Grantor or its representatives will give the Grantee and its Subcontractors and subgrantees at least twenty-four (24) hours notice of such intended examination. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- iv. At Grantor’s request, the Grantee and Subcontractors and subgrantees shall provide Grantor with hard copies or an electronic format of any data or information in the possession or control of the Grantee, Subcontractor and subgrantee which pertains to Grantor's business under this Agreement. The Grantee shall make all of its and the Subcontractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.
- v. The Grantee shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Grantee under this Agreement. The Grantee shall remit full payment to the State for such audit or inspection no later than thirty (30) calendar days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Grantee in accordance with this Agreement’s setoff provision.
- vi. The Grantee shall retain and maintain accurate records and documents relating to performance of activities under this Agreement for a minimum of five (5) years after all funds have been expended or returned to Treasury, whichever is later. If any litigation, claim or audit is started before the expiration date of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- vii. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with Grant Funds shall be retained for five (5) years after the final disposition of said property.
- viii. Any Subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of activities under this Agreement for a minimum of five (5) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by the APA, Grantor or its representative or the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives.
- ix. The Grantee shall cooperate fully with the Grantor and its agents in connection with an audit or inspection. Following any audit or inspection, the Grantor may conduct and the Grantee shall cooperate with an exit conference.
- x. **The Grantee shall incorporate this paragraph verbatim into any agreement it enters into with any Subcontractor or subgrantee providing services and/or conducting activities under this Agreement.**

C. Monitoring

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten (10) calendar days after being served, provide notice to Grantor in accordance with § 14 of this Agreement of such action and deliver copies of such pleading or document to the Grantor.

C. Performance and Final Status

Grantee shall submit all final financial, performance and other reports to the Grantor no later than thirty (30) calendar days after the end of the Agreement Expiration Date specified in § 2.B., if no Extension Terms are exercised, or the final Extension Term exercised by the Grantor, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, within five (5) calendar days, in writing to the Grantor and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension, or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the SSA and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all Records pertaining in any manner to the Work or the Deliverables (including, but not limited to the operation of programs). Grantee shall maintain such records for a period (the "Record Retention Period") of five years following the date of submission to the Grantor of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the Grantor, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection & Access to Records

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee or its subgrantee or Subcontractors Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than twenty-four hours notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State as follows:

- i. All grant-funded activities performed by the Grantee, its Subcontractors, its subgrantees, or both, shall be subject to the inspection and approval of Grantor, and Grantee shall furnish all information concerning the grant-funded activities.

determination based on this review. The calculation, determination or payment amount that results from the Grantor's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the Grantor has concluded its review, and the Grantor shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. Available Funds-Contingency-Termination

Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the Grantor's liability for such payments shall be limited to the amount remaining of such Grant Funds. If federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the Grantor may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability.

iv. Federal Recovery

The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the Grantor to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Reimbursement of Grantee Costs

Grantor shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Agreement § 5 (Payments to Grantee) and **Exhibit B** (Payment Terms and Provisions and Budget) for all allowable costs described in this Agreement and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement with written approval from the Grantor. The change shall not modify the total maximum amount of this Agreement, the maximum amount for any State fiscal year, or modify any requirements of the Work. Grantor shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work and Deliverable(s) after review and approval thereof, subject to the provisions of this Agreement and **Exhibit A** (Statement of Work). Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantor shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Deliverables provided; and
- ii. Equal to the actual net cost to Grantee (i.e., the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out

Grantee shall close out this Award within thirty (30) calendar days after the Fund Expenditure End Date shown on the Cover Page of this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. **REPORTING –NOTIFICATION**

A. Quarterly Reports

In addition to any reports required in this Agreement or pursuant to **Exhibit E** (SLFRF Subrecipient Quarterly Report), for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the Grantee and the State of Connecticut. Progress reports shall be submitted to the Grantor not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the Grantor.

the Grantee to continue to furnish Services and the State to pay for such Services under this Agreement) prior to the date by which all Services required to be provided by the Grantee pursuant to this Agreement are to be furnished in accordance with its terms.

QQ. “**Title**” shall mean all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to any software or Services.

RR. “**United States Treasury**” or “**UST**” means the United States Department of Treasury.

SS. “**Work**” means the activities and Deliverables listed in **Exhibit A** (Statement of Work).

TT. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Agreement Effective Date that is used, without modification, in the performance of the Work.

4. STATEMENT OF WORK AND USE OF THE FUNDS

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A** (Statement of Work). The Grantor shall have no liability to compensate Grantee for the delivery of Work or Deliverables that are not specifically set forth in this Agreement. The Grantee agrees to expend the Grant Funds awarded pursuant to this Agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The Grantor shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum Amount for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The Grantor shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibits A & B** (Statement of Work; Payment Terms and Provisions and Budget).
- b. Grantee shall initiate payment requests by invoice to the Grantor, in a form and manner approved by the Grantor.
- c. The Grantor shall pay each invoice within forty-five (45) Business Days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the Grantor determines that the amount of any invoice is not correct, then it shall notify Grantee (i.e., Section 14 Notice) within thirty (30) Business Days of receipt of the invoice, and Grantee shall make all changes necessary to correct that invoice within fifteen (15) Business Days of such notice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Payment Disputes

If Grantee disputes any Grantor § 5.B.i.c. notice, Grantee shall notify the Grantor in writing of its dispute within thirty (30) Business Days following Grantee’s receipt of Grantor’s § 5.B.i.c. notification. The Grantor will review the information presented by Grantee and may make changes to its

provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- GG. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- HH. **“Records”** means all working papers and such other information, data and materials (including, but not limited to, documents, data, plans, books, e-mail, text messages, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence) that are prepared, generated, kept or stored or accumulated by the Grantee or its Subcontractors (whether in electronic, hard copy or other form) for, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement (including, but not limited to, the performance, nonperformance and/or any other acts or omissions of the Grantee, its Subcontractors, any of either’s Related or Affiliated Parties, the State or any of its officers, agents representatives or employees under, in connection with or in relation to this Agreement and/or any Bids that were submitted prior to the execution of the same).
- II. **“Solicitation”** means a request by the Grantor, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.
- JJ. **“State”** means the Grantor, and his or her authorized agents, employees and designees and any office, department, board, council, commission, institution or other agency or entity of the State of Connecticut.
- KK. **“State Agency”** means any agency with a department head, as defined in C.G.S. § 4-5.
- LL. **“State Confidential Information”** means any and all State Records not subject to disclosure under the Connecticut Freedom of Information Act (“FOIA”). State Confidential Information shall include, but is not limited to, PII, PHI, tax information, Confidential Information, and State personnel records not subject to disclosure under FOIA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to FOIA, C.G.S. § 1-200, *et. seq.*, (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- MM. **“State Single Audit Act”** means state single audit required by C.G.S. §§ 4-230 through 4-236, as amended, for non-state entities that expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year.
- NN. **“Subcontractor”** means and includes all of the third-party subcontractors, consultants, licensees, and concessionaires (including, but not limited to, any design or other professionals), if any, that are engaged by Grantee, or are allowed, to perform any work, business or advice, or supply any materials, under or in connection with this Agreement during the Term hereof.
- OO. **“Subgrantor”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient. Per UST’s Uniform Guidance, where a subgrantor is serving as subrecipient that is assisting the state to implement a program or provide services to beneficiaries, it subject to the same requirements as the State.
- PP. **“Terminate,” “Terminates,” “Terminating,” “Terminated,” and “Termination”** refer to the act of ending the Term of the Agreement (and, except as otherwise provided in this Agreement, the obligations of

Information, that is collected, compiled, stored, or used for reference or analysis and included as part of the Grantee's deliverables that are given to the State through an approved interface feed (whether in electronic, hard copy or other form) provided by the Grantee or its contractor, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement.

- P. **"Deliverable(s)"** means the item(s) listed in **Exhibit A** (Statement of Work) of the Agreement.
- Q. **"Eligible Beneficiary"** means individuals and organizations that received SLFRF funds as end users.
- R. **"Encryption"** means the rendering of electronic data into a form that is unreadable or unusable without the use of a confidential process or key.
- S. **"Expiration"** means the end of the Agreement term.
- T. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- U. **"Extension Term"** means the time period defined in § 2.C (Term and Agreement Effective Date).
- V. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a federal program.
- W. **"Federal Awarding Agency"** means a federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.
- X. **"Federal Single Audit" or "Single Audit"** means a federal single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. §§ 7501-7507). 2 CFR § 200.501.
- Y. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the Grantor under this Agreement.
- Z. **"Grantee" or "Contractor"** means the grantee listed on the Cover Page of this Agreement.
- AA. **"Grantee Parties"** means Grantee's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom Grantee is in privity of oral or written contract and Grantee intends for such other person or entity to Perform under the Agreement in any capacity.
- BB. **"Party"** means the Grantor or Grantee, and "Parties" means both the Grantor and Grantee.
- CC. **"Performance"** means the fulfillment of the agreement in the Agreement, in whole or in part, according to its terms.
- DD. **"Person"** means and includes all-natural persons as well as any and all business, governmental or other entities that are recognized as having a separate and distinct existence, and thus the rights of a person, under law.
- EE. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.G.S. §§ 4e-70 and 36a-701b.
- FF. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the

- G. **"Bidder"** means a person (including, but not limited to, any business or other entity) which responds to a Solicitation.
- H. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under C.G.S. §§ 4e-35 or 4e-38, or both, at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- I. **"Budget"** means the budget for the Work and Deliverables described in **Exhibit B**.
- J. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in C.G.S. § 1-4.
- K. **"Claims"** means any and all claims, demands, suits, actions, causes of action, losses, liabilities, damages, judgments, orders, decrees, requests for injunctive and/or declaratory relief, fines, liens, debts, charges, executions, penalties, interest and expense whatsoever (including, but not limited to, all reasonable attorney's fees, court costs, expert and other professional fees and other costs of investigation and defense of any of the foregoing), whether mature or unmatured, contingent, or known or unknown, which are, have been or may be made, brought, issued or awarded at law or in equity, or under or in connection with any administrative rule or proceeding, in any forum.
- L. **"Confidential Information"** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- M. **"Confidential Information Breach"** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Grantee, the Grantor or State.
- N. **"C.G.S."** shall mean Connecticut General Statutes.
- O. **"Data"** means all the State's facts and statistics (including, but not limited to, Confidential Information, non-public numerical information, non-public eligibility information, tax information, non-public employment information, non-public wage information, non-public unemployment information, non-public insurance information, non-public workers' compensation records, that is collected, compiled, stored, or used for reference or analysis and included as part of the State's deliverables as well as, drawings, video, pictures, specifications, notes, reports, records, estimates, summaries, memoranda, and correspondence that are shared with the Grantee through an approved interface feed (whether in electronic, hard copy or other form) provided by the State for, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement, and it shall also mean and include all data collected from applicants and trainees including, but not limited to, name of person, address, contact telephone number, contact e-mail address, Confidential

1. PARTIES

This Agreement is a grant entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF CONNECTICUT acting by and through the State agency named on the Cover Page for this Agreement (the “Grantor”). Grantee and the Grantor agree to the terms and conditions in this Agreement.

2. TERM AND AGREEMENT EFFECTIVE DATE

A. Agreement Effective Date

This Agreement shall not be valid or enforceable until the Agreement Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page of this Agreement. The Grantor shall not be bound by any provision of this Agreement before the Agreement Effective Date and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Agreement Effective Date (Payments to Grantee), or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Cover Page for this Agreement and shall terminate on the Agreement Expiration Date shown on the Cover Page for this Agreement unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - Grantor’s Option

☐ Grantor check box if the section is not applicable to the Agreement.

The Grantor, at its discretion, shall have the option to extend the performance under this Agreement beyond the Agreement Expiration Date for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). All amendments, if any, shall be in writing, fully executed by the Parties and reviewed and approved by the Connecticut Attorney General. **(Reminder – All ARPA monies must be committed by a legally binding agreement and any amendment on or before December 31, 2024).**

3. DEFINITIONS

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

- A. **“Agreement”** or **“Contract”** means this grant agreement, including all attached Exhibits, all documents incorporated by reference, and any future modifications thereto.
- B. **“Agreement Effective Date”** means the date listed on the Agreement Cover Page.
- C. **“Agreement Expiration Date”** means the time period defined in § 2.B (Term and Agreement Effective Date).
- D. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- E. **“Beneficiary”** means a person, entity or organization that is entitled to financial assistance under ARPA if certain qualifying events are met. The UST guidelines prescribe different compliance and reporting responsibilities for beneficiaries, which should be reviewed for guidance.
- F. **“Bid”** means a response to any Solicitation.

Memo

To:	Common Council and Public Safety and General Government Committee
From:	Deputy Chief Melissa Lepore
CC:	
Re:	State of Connecticut Department of Emergency Services and Public Protection, ARPA-ATV-2023-NWK-1A Grant Acceptance Authorization
Date:	October 24, 2024

The State of Connecticut Department of Emergency Services and Public Protection has awarded the Norwalk Police Department additional funding and extended the expiration date for the American Rescue Plan Act (ARPA)-ATV-2023-NWK-1A grant. The grant, Amendment 1A, award is approved for \$35,000.00. The funding start date is June 01, 2023 and the end date is December 31, 2026.

The Norwalk Police Department has experienced a surge in individuals committing auto theft and other crimes related to auto theft within the City of Norwalk and surrounding municipalities. Funding will pay for increased police patrols to help deter auto thefts, violent crimes, and criminal acts from taking place. The Amendment 1A of ARPA grant allows for an increase of proactive marked and unmarked patrols, criminal investigations into the suspects, or the purchase of approved auto theft and violence related equipment.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-1A grant.
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-1A grant.

STATE OF CONNECTICUT GRANT AGREEMENT FOR SLFRF

COVER PAGE

State Agency State of Connecticut Department of Emergency Services and Public Protection	Agreement Number ARPA-ATV-2023-NWK-1A Federal Grant No. <i>SLFRP0128</i>
Grantee: Town of Norwalk UEI/SAMS Number: V7ZTXNBKJM9 FEIN: 06-6011881	Agreement Effective Date 6/1/2023 Agreement Expiration Date 6/30/2025
Agreement Maximum Amount \$35,000	Fund Expenditure End Date 12/31/2026
State Fiscal Year 2024- 2025 \$35,000*	Agreement Authority Be it enacted by the State of Connecticut's Senate and House of Representatives in General Assembly Connecticut General Statutes §§ PA- 22-118 Sec. 10. Section 41 of special act 21-15, as amended by section 306 of public act 21-2 of the June special session and section 3 of special act 22- 2, is amended to read as follows (Effective from passage): The following sums are allocated, in accordance with the provisions of special act 21-1, from the federal funds designated for the state pursuant to the provisions of section 602 of Subtitle M of Title IX of the American Rescue Plan Act of 2021, P.L. 117-2, as amended from time to time, for the annual periods indicated for the purposes described.
* Funds may not be available through the Federal Award End Date subject to the provisions in § 2 (Terms and Agreement Effective Date) and § 5 (Payments to Grantee) below.	

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Payment Terms and Provisions and Budget.
3. Exhibit C, Federal Provisions.
4. Exhibit D, Agreement with Subrecipient of Federal Recovery Funds
5. Exhibit E, SLFRF Subrecipient Quarterly Report
6. Exhibit F, Contractor Terms
7. Exhibit G, Beneficiary Terms

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Federal Provisions.
2. Exhibit D, Agreement with Subrecipient of Federal Recovery Funds.
3. Connecticut Special Provisions in §17 of the main body of this Agreement.
4. The provisions of the other sections of the main body of this Agreement.
5. Exhibit A, Statement of Work.
6. Exhibit B, Payment Terms and Provisions and Budget.
7. Exhibit E, SLFRF Subrecipient Quarterly Report.

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Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0128
Federal Award Date	5/14/2021
Federal Award End Date*	December 31, 2026
Federal Statutory Authority	Section 602(b) of the Social Security Act (the “SSA”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021)
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$2,600,000

* Funds may not be available through the Federal Award End Date subject to the provisions in § 2 (Terms and Agreement Effective Date) and § 5 (Payments to Grantee) below.

For Grantor/DAS Use Only

AMOUNT	FUND	DEPT	SID	PROGRAM	ACCT	BR YR	PROJECT
\$							

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such.

GRANTEE _____ By: Name & Title Date: _____	GRANTOR: STATE OF CONNECTICUT _____ By: Ronnell A. Higgins, Commissioner Date: _____
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1. PARTIES

This Agreement is a grant entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF CONNECTICUT acting by and through the State agency named on the Cover Page for this Agreement (the “Grantor”). Grantee and the Grantor agree to the terms and conditions in this Agreement.

2. TERM AND AGREEMENT EFFECTIVE DATE

A. Agreement Effective Date

This Agreement shall not be valid or enforceable until the Agreement Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page of this Agreement. The Grantor shall not be bound by any provision of this Agreement before the Agreement Effective Date and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Agreement Effective Date (Payments to Grantee), or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Cover Page for this Agreement and shall terminate on the Agreement Expiration Date shown on the Cover Page for this Agreement unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - Grantor’s Option

[] Grantor check box if the section is not applicable to the Agreement.

The Grantor, at its discretion, shall have the option to extend the performance under this Agreement beyond the Agreement Expiration Date for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). All amendments, if any, shall be in writing, fully executed by the Parties and reviewed and approved by the Connecticut Attorney General. **(Reminder – All ARPA monies must be committed by a legally binding agreement and any amendment on or before December 31, 2024).**

3. DEFINITIONS

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

- A. **“Agreement”** or **“Contract”** means this grant agreement, including all attached Exhibits, all documents incorporated by reference, and any future modifications thereto.
- B. **“Agreement Effective Date”** means the date listed on the Agreement Cover Page.
- C. **“Agreement Expiration Date”** means the time period defined in § 2.B (Term and Agreement Effective Date).
- D. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- E. **“Beneficiary”** means a person, entity or organization that is entitled to financial assistance under ARPA if certain qualifying events are met. The UST guidelines prescribe different compliance and reporting responsibilities for beneficiaries, which should be reviewed for guidance.
- F. **“Bid”** means a response to any Solicitation.

- G. **“Bidder”** means a person (including, but not limited to, any business or other entity) which responds to a Solicitation.
- H. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under C.G.S. §§ 4e-35 or 4e-38, or both, at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- I. **“Budget”** means the budget for the Work and Deliverables described in **Exhibit B**.
- J. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in C.G.S. § 1-4.
- K. **“Claims”** means any and all claims, demands, suits, actions, causes of action, losses, liabilities, damages, judgments, orders, decrees, requests for injunctive and/or declaratory relief, fines, liens, debts, charges, executions, penalties, interest and expense whatsoever (including, but not limited to, all reasonable attorney’s fees, court costs, expert and other professional fees and other costs of investigation and defense of any of the foregoing), whether mature or unmatured, contingent, or known or unknown, which are, have been or may be made, brought, issued or awarded at law or in equity, or under or in connection with any administrative rule or proceeding, in any forum.
- L. **“Confidential Information”** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- M. **“Confidential Information Breach”** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Grantee, the Grantor or State.
- N. **“C.G.S.”** shall mean Connecticut General Statutes.
- O. **“Data”** means all the State’s facts and statistics (including, but not limited to, Confidential Information, non-public numerical information, non-public eligibility information, tax information, non-public employment information, non-public wage information, non-public unemployment information, non-public insurance information, non-public workers’ compensation records, that is collected, compiled, stored, or used for reference or analysis and included as part of the State’s deliverables as well as, drawings, video, pictures, specifications, notes, reports, records, estimates, summaries, memoranda, and correspondence that are shared with the Grantee through an approved interface feed (whether in electronic, hard copy or other form) provided by the State for, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement, and it shall also mean and include all data collected from applicants and trainees including, but not limited to, name of person, address, contact telephone number, contact e-mail address, Confidential

Information, that is collected, compiled, stored, or used for reference or analysis and included as part of the Grantee’s deliverables that are given to the State through an approved interface feed (whether in electronic, hard copy or other form) provided by the Grantee or its contractor, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement.

- P. **“Deliverable(s)”** means the item(s) listed in **Exhibit A** (Statement of Work) of the Agreement.
- Q. **“Eligible Beneficiary”** means individuals and organizations that received SLFRF funds as end users.
- R. **“Encryption”** means the rendering of electronic data into a form that is unreadable or unusable without the use of a confidential process or key.
- S. **“Expiration”** means the end of the Agreement term.
- T. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- U. **“Extension Term”** means the time period defined in § 2.C (Term and Agreement Effective Date).
- V. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a federal program.
- W. **“Federal Awarding Agency”** means a federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.
- X. **“Federal Single Audit” or “Single Audit”** means a federal single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. §§ 7501-7507). 2 CFR § 200.501.
- Y. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the Grantor under this Agreement.
- Z. **“Grantee” or “Contractor”** means the grantee listed on the Cover Page of this Agreement.
- AA. **“Grantee Parties”** means Grantee’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom Grantee is in privity of oral or written contract and Grantee intends for such other person or entity to Perform under the Agreement in any capacity.
- BB. **“Party”** means the Grantor or Grantee, and “Parties” means both the Grantor and Grantee.
- CC. **“Performance”** means the fulfillment of the agreement in the Agreement, in whole or in part, according to its terms.
- DD. **“Person”** means and includes all-natural persons as well as any and all business, governmental or other entities that are recognized as having a separate and distinct existence, and thus the rights of a person, under law.
- EE. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.G.S. §§ 4e-70 and 36a-701b.
- FF. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the

provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- GG. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- HH. **“Records”** means all working papers and such other information, data and materials (including, but not limited to, documents, data, plans, books, e-mail, text messages, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence) that are prepared, generated, kept or stored or accumulated by the Grantee or its Subcontractors (whether in electronic, hard copy or other form) for, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement (including, but not limited to, the performance, nonperformance and/or any other acts or omissions of the Grantee, its Subcontractors, any of either’s Related or Affiliated Parties, the State or any of its officers, agents representatives or employees under, in connection with or in relation to this Agreement and/or any Bids that were submitted prior to the execution of the same).
- II. **“Solicitation”** means a request by the Grantor, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.
- JJ. **“State”** means the Grantor, and his or her authorized agents, employees and designees and any office, department, board, council, commission, institution or other agency or entity of the State of Connecticut.
- KK. **“State Agency”** means any agency with a department head, as defined in C.G.S. § 4-5.
- LL. **“State Confidential Information”** means any and all State Records not subject to disclosure under the Connecticut Freedom of Information Act (“FOIA”). State Confidential Information shall include, but is not limited to, PII, PHI, tax information, Confidential Information, and State personnel records not subject to disclosure under FOIA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to FOIA, C.G.S. § 1-200, *et. seq.*, (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- MM. **“State Single Audit Act”** means state single audit required by C.G.S. §§ 4-230 through 4-236, as amended, for non-state entities that expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year.
- NN. **“Subcontractor”** means and includes all of the third-party subcontractors, consultants, licensees, and concessionaires (including, but not limited to, any design or other professionals), if any, that are engaged by Grantee, or are allowed, to perform any work, business or advice, or supply any materials, under or in connection with this Agreement during the Term hereof.
- OO. **“Subgrantor”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient. Per UST’s Uniform Guidance, where a subgrantor is serving as subrecipient that is assisting the state to implement a program or provide services to beneficiaries, it subject to the same requirements as the State.
- PP. **“Terminate,” “Terminates,” “Terminating,” “Terminated,” and “Termination”** refer to the act of ending the Term of the Agreement (and, except as otherwise provided in this Agreement, the obligations of

the Grantee to continue to furnish Services and the State to pay for such Services under this Agreement) prior to the date by which all Services required to be provided by the Grantee pursuant to this Agreement are to be furnished in accordance with its terms.

QQ. **“Title”** shall mean all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to any software or Services.

RR. **“United States Treasury” or “UST”** means the United States Department of Treasury.

SS. **“Work”** means the activities and Deliverables listed in **Exhibit A** (Statement of Work).

TT. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Agreement Effective Date that is used, without modification, in the performance of the Work.

4. STATEMENT OF WORK AND USE OF THE FUNDS

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A** (Statement of Work). The Grantor shall have no liability to compensate Grantee for the delivery of Work or Deliverables that are not specifically set forth in this Agreement. The Grantee agrees to expend the Grant Funds awarded pursuant to this Agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The Grantor shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum Amount for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The Grantor shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibits A & B** (Statement of Work; Payment Terms and Provisions and Budget).
- b. Grantee shall initiate payment requests by invoice to the Grantor, in a form and manner approved by the Grantor.
- c. The Grantor shall pay each invoice within forty-five (45) Business Days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the Grantor determines that the amount of any invoice is not correct, then it shall notify Grantee (i.e., Section 14 Notice) within thirty (30) Business Days of receipt of the invoice, and Grantee shall make all changes necessary to correct that invoice within fifteen (15) Business Days of such notice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Payment Disputes

If Grantee disputes any Grantor § 5.B.i.c. notice, Grantee shall notify the Grantor in writing of its dispute within thirty (30) Business Days following Grantee’s receipt of Grantor’s § 5.B.i.c. notification. The Grantor will review the information presented by Grantee and may make changes to its

determination based on this review. The calculation, determination or payment amount that results from the Grantor's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the Grantor has concluded its review, and the Grantor shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. **Available Funds-Contingency-Termination**

Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the Grantor's liability for such payments shall be limited to the amount remaining of such Grant Funds. If federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the Grantor may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability.

iv. **Federal Recovery**

The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the Grantor to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. **Reimbursement of Grantee Costs**

Grantor shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Agreement § 5 (Payments to Grantee) and **Exhibit B** (Payment Terms and Provisions and Budget) for all allowable costs described in this Agreement and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement with written approval from the Grantor. The change shall not modify the total maximum amount of this Agreement, the maximum amount for any State fiscal year, or modify any requirements of the Work. Grantor shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work and Deliverable(s) after review and approval thereof, subject to the provisions of this Agreement and **Exhibit A** (Statement of Work). Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantor shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Deliverables provided; and
- ii. Equal to the actual net cost to Grantee (i.e., the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. **Close-Out**

Grantee shall close out this Award within thirty (30) calendar days after the Fund Expenditure End Date shown on the Cover Page of this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING – NOTIFICATION

A. **Quarterly Reports**

In addition to any reports required in this Agreement or pursuant to **Exhibit E** (SLFRF Subrecipient Quarterly Report), for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the Grantee and the State of Connecticut. Progress reports shall be submitted to the Grantor not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the Grantor.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten (10) calendar days after being served, provide notice to Grantor in accordance with § 14 of this Agreement of such action and deliver copies of such pleading or document to the Grantor.

C. Performance and Final Status

Grantee shall submit all final financial, performance and other reports to the Grantor no later than thirty (30) calendar days after the end of the Agreement Expiration Date specified in § 2.B., if no Extension Terms are exercised, or the final Extension Term exercised by the Grantor, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, within five (5) calendar days, in writing to the Grantor and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension, or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the SSA and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all Records pertaining in any manner to the Work or the Deliverables (including, but not limited to the operation of programs). Grantee shall maintain such records for a period (the "Record Retention Period") of five years following the date of submission to the Grantor of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the Grantor, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection & Access to Records

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee or its subgrantee or Subcontractors Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than twenty-four hours notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State as follows:

- i. All grant-funded activities performed by the Grantee, its Subcontractors, its subgrantees, or both, shall be subject to the inspection and approval of Grantor, and Grantee shall furnish all information concerning the grant-funded activities.

- ii. Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the State of Connecticut Auditor for Public Accounts (“APA”), Connecticut Attorney General and Connecticut State’s Attorney and their respective agents and Grantor or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its Subcontractors or subgrantees pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records.
- iii. Grantor or its representatives will give the Grantee and its Subcontractors and subgrantees at least twenty-four (24) hours notice of such intended examination. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- iv. At Grantor’s request, the Grantee and Subcontractors and subgrantees shall provide Grantor with hard copies or an electronic format of any data or information in the possession or control of the Grantee, Subcontractor and subgrantee which pertains to Grantor's business under this Agreement. The Grantee shall make all of its and the Subcontractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.
- v. The Grantee shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Grantee under this Agreement. The Grantee shall remit full payment to the State for such audit or inspection no later than thirty (30) calendar days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Grantee in accordance with this Agreement’s setoff provision.
- vi. The Grantee shall retain and maintain accurate records and documents relating to performance of activities under this Agreement for a minimum of five (5) years after all funds have been expended or returned to Treasury, whichever is later. If any litigation, claim or audit is started before the expiration date of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- vii. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with Grant Funds shall be retained for five (5) years after the final disposition of said property.
- viii. Any Subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of activities under this Agreement for a minimum of five (5) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by the APA, Grantor or its representative or the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives.
- ix. The Grantee shall cooperate fully with the Grantor and its agents in connection with an audit or inspection. Following any audit or inspection, the Grantor may conduct and the Grantee shall cooperate with an exit conference.
- x. The Grantee shall incorporate this paragraph verbatim into any agreement it enters into with any Subcontractor or subgrantee providing services and/or conducting activities under this Agreement.**

C. Monitoring

The Grantor will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the Grantor. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the Grantor to perform all monitoring required by the Uniform Guidance, based on the Grantor's risk analysis of Grantee and this Agreement. The Grantor shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The Grantor shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the Grantor a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a Single Audit under 2 CFR § 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the Grantor within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Protection of Confidential Information

- i. Grantee and Grantee Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- ii. Each Grantee or Grantee Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Grantor or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - e. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- iii. The Grantee and Grantee Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Grantee or its Grantee Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Grantee shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Grantor and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Grantee at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Grantee's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Grantor, any State of Connecticut entity or any affected individuals.

- iv. The Grantee shall incorporate the requirements of this Section in all subcontracts requiring each of its Grantor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- v. Nothing in this Section shall supersede in any manner Grantee's or its Grantor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 or the provisions of this Agreement concerning the obligations of the Grantee as a Business Associate, as such term is defined in 45 C.F.R. §160.103, of the Grantor.

The provisions of this section shall survive the Expiration or earlier Termination of this Agreement.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Procurement conflicts

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons or other interest in or a tangible personal benefit from an entity considered for a contract (i.e., 2 C.F.R. § 200.318).

D. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the Grantor a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the Grantor's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. INSURANCE

- A. The Grantee agrees that while performing any activities specified in this Agreement, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the activities to be performed, so as to "save harmless" Grantor and the State of Connecticut from any insurable cause whatsoever.
- B. Before commencing Performance, the Grantee shall obtain and maintain at its own cost and expense for the duration of the Agreement, the following insurance as described in (i) through (vii) below through an insurance company or companies licensed to do business in the State of Connecticut under forms of policies

approved by the State Insurance Commissioner to do business in Connecticut. Grantee shall assume any and all deductibles in the described insurance policies. The Grantee's insurers shall have no right of recovery or subrogation against the State and the described Grantee's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Agreement, then automobile coverage is not required.
 - iii. Professional Liability: \$1,000,000 limit of liability.
 - iv. [☐] Grantor check box if the section is not applicable to the Agreement. Errors and Omissions Insurance which covers any computer system or software architecture, engineering, design, accounting, legal or other professional services under or in connection with this Agreement, at such party's sole cost and expense, in an amount not less than \$2,000,000 per occurrence. In the case of any computer system or software engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the project on or for which any such services are rendered; otherwise, the professional involved shall maintain such coverage for a period of at least three (3) years following completion of its work hereunder. If coverage is procured by any professional on a claims made basis, the retroactive date must be the date prior to the professional's commencement of any work under or pursuant to this Agreement or the project to which it relates, whichever is earlier.
 - v. Worker's Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
 - vi. [☒] Grantor check box if the section is not applicable to the Agreement. Cyber/Network Security and Privacy Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$2,000,000 general aggregate.
 - vii. Crime Insurance including employee dishonesty coverage with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
- C. Said policy or policies shall cover all of the Grantor's activities under this Agreement and shall state that it is primary insurance in regard to the State, its officers and employees. The Grantor shall be named as an additional insured.
- D. None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Grantee are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Grantee under this Agreement.

- E. Grantee shall deliver Certificates of Insurance relating to all of the above referenced coverages to the Grantor at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) calendar days advance notice will be given in writing to the Grantor prior to cancellation, termination or alteration of said policies of insurance.
- F. All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least thirty (30) calendar days prior notice to Grantee and Grantee shall forward such notice to the Grantor in accordance with § 14 (Notices) within seven calendar days of Grantee's receipt of such notice.

11. BREACH OF AGREEMENT & REMEDIES

- A. In the event of a Breach of Agreement, the aggrieved Party shall give written Notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) calendar days after the delivery of written notice, the Party may exercise any of the remedies as described in herein for that Party. Notwithstanding any provision of this Agreement to the contrary, the Grantor, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under C.G.S. §§ 4e-35 & 4e-38, the Grantor, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.
- B. Grantor's remedies. If Grantee is in breach under any provision of this Agreement and fails to cure such breach, Grantor, following the notice and cure period specified in this section, shall have all of the remedies listed in this section, below § 12 (Termination), and elsewhere in this Agreement, in addition to all other remedies set forth in this Agreement or at law. The Grantor may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.
- C. Grantee's Remedies. If the Grantor is in breach of any provision of this Agreement and fails to cure such breach, Grantee, following the notice and cure period specified in this Section and the dispute resolution process in § 13 (Dispute Resolution) shall have the rights to terminate this Agreement and proceed under Chapter 53 of the C.G.S.
- D. Intellectual Property. If any Work infringes, or if the Grantor in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the Grantor (i) secure that right to use such Work for the Grantor and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the Grantor.

12. TERMINATION

- A. Notwithstanding any provisions in this Agreement, the Grantor, through a duly authorized employee, may Terminate the Agreement whenever the Grantor makes a written determination that such Termination is in the best interests of the State. The Grantor shall notify the Grantee in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Grantor must complete its Performance under the Agreement prior to such date.
- B. Notwithstanding any provisions in this Agreement, the Grantee, through a duly authorized employee, may, after making a written determination that the Grantor has breached the Agreement and following the dispute resolution process in § 13, Terminate the Agreement by providing written notice via certified mail, return

receipt requested, to the Grantor at the most current address which the Grantor has furnished to the Grantee for purposes of correspondence, or by hand delivery.

- C. The Grantor shall send the notice of Termination via certified mail, return receipt requested, to the Grantee at the most current address which the Grantee has furnished to the Grantor for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Grantor, the Grantee shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Grantor all Records and Data. The Records are deemed to be the property of the Grantor and the Grantee shall deliver them to the Grantor no later than thirty (30) calendar days after the Termination of the Agreement or fifteen (15) calendar days after the Grantee receives a written request from the Agency for the Records and Data. The Grantor shall deliver those Records and Data that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- D. Upon receipt of a written notice of Termination from the Grantor, the Grantee shall cease operations as the Grantor directs in the notice, and take all actions that are necessary or appropriate, or that the Grantor may reasonably direct, for the protection, and preservation of the Deliverable(s) and any other property. Except for any work which the Grantor directs the Grantee to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Grantee shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- E. The Grantor shall, within forty-five (45) Business Days of the effective date of Termination, reimburse the Grantee for its Performance rendered and accepted by the Grantor in accordance with **Exhibits A** (Statement of Work) and **B** (Payment Terms and Provisions and Budget), in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Grantee to complete. However, the Grantee is not entitled to receive, and the Grantor is not obligated to tender to the Grantee any payments for anticipated or lost profits. Upon request by the Grantor, the Grantee shall assign to the Grantor, or any replacement contractor which the Grantor designates, all subcontracts, purchase orders and other commitments, deliver to the Grantor all Records and Data and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Grantee's property, equipment, waste material and rubbish related to its Performance, all as the Grantor may request.
- F. For breach or violation of any of the provisions in the section concerning representations and warranties, the Grantor may Terminate the Agreement in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Grantee or Grantee Parties or any third party.
- G. Upon Termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such Termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.
- H. Termination of the Agreement pursuant to this section shall not be deemed to be a breach of contract by the Grantor.
- I. Remedies Not Involving Termination. The Grantor, in its discretion, may exercise one or more of the following additional remedies:
 - i. Suspend Performance
Suspend Grantee's Performance with respect to all or any portion of the Work pending corrective action as specified by the Grantor without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in

accordance with the Grantor's directive, and the Grantor shall not be liable for costs incurred by Grantee after the suspension of performance.

- ii. **Withhold Payment**
Withhold payment to Grantee until Grantee corrects its Work.
- iii. **Deny Payment**
Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.
- iv. **Removal**
Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the Grantor deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the Grantor to be contrary to the public interest or the Grantor's best interest.

13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement, which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the Grantor and a senior manager designated by Grantee for resolution.

14. NOTICE

Unless otherwise expressly provided to the contrary, any other notice provided under this Grant shall be in writing and may be delivered personally or by certified mail, recognized overnight courier, or e-mail in the manner set forth in this section. All notices shall be effective if delivered to the following addresses:

Grantor:	Department of Emergency Services & Public Protection 1111 Country Club Road Middletown, CT 06457 Attention: Aimee P. Plourde, Chief of Fiscal Services Email: Aimee.Plourde@ct.gov Email: despp.autotheftgrant@ct.gov
Grantee:	City or Town Address City, State, Zip Chief Elected Official Name Phone Number E-mail

15. RIGHTS IN DATA AND OTHER INFORMATION

A. Data Exclusive Property of the State

Grantee shall not use, willingly allow, cause or permit Work Product, Data, Records or State materials to be used for any purpose other than the Performance of Grantee's obligations in this Agreement without the prior written consent of the Grantor. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product, Data, Records and State materials to the Grantor in a form and manner as directed by the Grantor.

B. Assignment

Grantee shall assign any necessary software licensing agreements or other related contracts to Grantor or its designee if Grantee ceases to do business or is dissolved, and shall work with Grantor to ensure a seamless transition for the management and administration of the Work and Deliverables.

16. GENERAL PROVISIONS

A. ARPA Federal Provisions & Requirements

Grantee shall comply with all the federal requirements set forth in **Exhibits C** (Federal Provisions) and **D** (Agreement with Subrecipient of Federal Recovery Funds).

If Grantee hires any subcontractor to assist or carry out part of the Agreement, Grantee shall incorporate **Exhibit F** (Contractor Terms) into the resulting contract.

If ARPA funding is to be made to an Eligible Beneficiary to carry out part of this Agreement, Grantee shall have the Eligible Beneficiary complete the form set forth in **Exhibit G** (Beneficiary Attestation Form) and maintain the record in accordance with **§ 7.A**.

B. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the Grantor. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the Grantor shall be subject to the provisions of this Agreement.

C. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the Grantor or the Grantee unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

D. Fiscal Control

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of Grant Funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, Grant Funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to ensure that expenditures charged to grant activities are made for allowable purposes only.

E. Labor and Personnel

- i. At all times, Grantee shall utilize approved, qualified personnel and any State approved subcontractors necessary to perform the services under this Agreement. Grantee shall advise the Grantor promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Grantee involving Grantee's employees or subcontractors or subrecipients which may reasonably be expected to affect Grantee's performance of services under this Agreement. The Grantor may then, at its option, ask Grantee to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the Grantor to provide the services otherwise performable by Grantee hereunder. The Grantee will be responsible to the Grantor for any economic detriment caused the Grantor by such subcontract arrangement.
- ii. Grantee shall, if requested to do so by the Grantor, reassign from the Grantor's account any employee or authorized representatives whom the Grantor, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the

Grantor shall give ten (10) Business Days notice to Grantee of the Grantor's desire for such reassignment. Grantee will then have five (5) Business Days to investigate the situation and attempt, if it so desires, to satisfy the Grantor that the employee should not be reassigned; however, the Grantor's decision in its sole discretion after such five (5) Business Day period shall be final. Should the Grantor still desire reassignment, then five (5) Business Days thereafter, or ten (10) Business Days from the date of the notice of reassignment, the employee shall be reassigned from the Grantor's account.

F. Revised Budget

As set forth in **Exhibit B** (Payment Terms and Provisions and Budget), the approved Budget may be modified at the request of the Grantee if such request is approved in writing by the Grantor. Approval by the Grantor of any modification to the Budget shall not constitute or imply a revision of the Agreement Maximum Amount. Cash requests will be withheld until the revision is received and approved.

G. Audits

- i. In accordance with the following conditions, the Grantee agrees to have conducted audits of each of the fiscal years included in the period of this Agreement and any amendments thereto.
- ii. If the Agreement meets the audit requirements of OMB Circular A-133, Audits of State and Local Governments and Non-Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Auditing Standards Generally Accepted In the United States of America, Government Auditing Standards issued by the Comptroller General of the United States, as well as OMB Circular A-133 and 2 CFR Part 200, Subpart F Audit Requirements. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$750,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee expended Financial Assistance under only one federal program during its fiscal year. For audit purposes, State or Grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted to the Federal Audit Clearinghouse by the earlier of thirty (30) calendar days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.
- iii. Any Grantee financial audit report or Single Audit report must be submitted electronically on OPM's Electronic Audit Reporting System (EARS) at the web address indicated below and also sent to the Grantor Agency as provided in § 14 (Notice) of this Agreement. Independent auditors are to electronically file the audit report packages of their clients on EARS and with the Grantor agency.

Web address: <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>

H. Unexpended Funds and or Disallowed Costs

If project costs are less than the Agreement, and or any project costs have been disallowed, the Grantee shall return or forfeit the unexpended/disallowed funds to Grantor as provided in the Agreement.

I. Grant Extensions

No extensions to the end date of a grant shall be made if an Agreement's end date has already passed or an extension is prohibited by ARPA.

J. Subrecipients and Subcontractors

Grantee shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the Grantor. Grantee shall submit to the Grantor a copy of each such subgrant or Subcontract upon request by the Grantor. All subgrants and Subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Connecticut, and shall be subject to all provisions of this Agreement. ***If the entity with whom Grantee enters into a subgrant would also be considered a Subrecipient, then the subgrant entered into by Grantee shall also contain provisions set forth in Exhibits C and D permitting both Grantee and the Grantor to perform all monitoring of that subgrant in accordance with the UST Uniform Guidance.***

K. Binding Effect

Except as otherwise provided in § 16.B (General Conditions), all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

L. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

M. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

N. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

O. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

P. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Connecticut law, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

Q. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Connecticut State law and State fiscal rules, and, if applicable approved by the Connecticut Attorney General.

R. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State fiscal rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Agreement Effective Date.

S. External Terms and Conditions

Notwithstanding anything to the contrary herein, the Grantor shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

T. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

U. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State sales and use taxes under C.G.S. § 12-412(1), (CERT -134 Exempt Purchases by Qualifying Governmental Agencies – Connecticut Department of Revenue Services Form). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

W. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§ 16.B** (General Conditions), this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

X. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Y. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

Z. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Agreement Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

AA. Indemnification

See § 17. D.

BB. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

CC. Accessibility

Grantee shall comply with, and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of the Accessibility Standards for Individuals with a Disability.

17. CONNECTICUT SPECIAL PROVISIONS

A. Nondiscrimination and Affirmative Action

i. Definitions

- a. "Commission" means the Commission on Human Rights and Opportunities;
- b. "Contract" and "contract" means this Agreement and includes any extension or modification of the Contract or contract;
- c. "Contractor" and "contractor" means Grantee and includes any successors or assigns of the Contractor or contractor;
- d. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- e. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations
- f. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- g. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- h. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- i. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

- j. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- ii. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- iii. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- iv. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- v. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be

binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- vi. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- vii. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- viii. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- ix. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

B. Executive Orders and Other Enactments

- i. All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the

Grantee is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or Grantor's authority to require compliance with the Enactments.

- ii. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.
- iii. This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Department of Administrative Services Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

C. HIPAA

- [☒] Grantor check box if the section is not applicable to the Agreement;
(Instructions – Grantor must add State HIPAA boilerplate if applicable to Agreement).

D. Indemnification

- i. The Grantee shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Grantee or Grantee's Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Grantee shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. The Grantee's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Grantor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- ii. The Grantee shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- iii. The Grantee shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Grantee or any Grantee Parties. The State shall give the Grantee reasonable notice of any such Claims.
- iv. The Grantee's duties under this Section shall remain fully in effect and binding in accordance with the terms of the Agreement, without being lessened or compromised in any way, even where the Grantee is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- v. The Grantee shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. To the extent applicable, the Grantee shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to Grantor all in an electronic format acceptable to Grantor prior to the Agreement Effective Date of the Agreement evidencing that

the State is an additional insured. The Grantee shall not begin Performance until the delivery of these 3 documents to Grantor. Grantee shall provide an annual electronic update of the 3 documents to Grantor or before each anniversary of the Agreement Effective Date during the Agreement term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

- vi. **This Section shall survive the Termination of the Agreement and shall not be limited by reason of any insurance coverage.**

E. Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with Grant Funds awarded pursuant to this agreement, shall adhere to the requirements of Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. “Municipal Public Works Contract” is defined in accordance with Connecticut General Statutes § 4a-60g(a)(14) and “Quasi Public Agency Project” is defined in accordance with Connecticut General Statutes § 4a-60g(a)(15).

F. Whistleblowing & Retaliation

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Grantee takes or threatens to take any personnel action against any employee of the Grantee in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Connecticut Auditors of Public Accounts or the Connecticut Attorney General under the provisions of subsection (a) of such statute, the Grantee shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Connecticut Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

G. Campaign Contribution and Solicitation Prohibitions

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

H. Large State Construction or Procurement Contract

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the Grantor has provided to the Grantee the summary of State ethics laws developed by the Office of State Ethics pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Grantee represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions

of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Grantee shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

I. Freedom of Information Act.

The Grantor is a “public agency” for purposes of FOIA. Accordingly, this Agreement and any correspondence, documents or other information delivered to the Grantor in connection therewith will be considered public records and will be subject to disclosure under FOIA. Under Connecticut General Statutes § 1-210(b), FOIA includes exemptions for “trade secrets” and “commercial or financial information given in confidence, not required by statute”, but only the particular information falling within one of these exemptions can be withheld by the Grantor if the Grantor receives a FOIA request that encompasses such information. In particular, Grantee should be aware that:

- i. The State has no obligation to notify the Grantee of any FOIA request received by the State.
- ii. The State may disclose materials claimed to be exempt if in its judgment such materials do not appear to fall within a statutory exemption.
- iii. The State shall use all reasonable efforts to notify Grantee of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed by Grantee, but the State has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to a FOIA request.
- iv. Grantee will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding.
- v. In no event shall the State or any of its officers, directors, or employees have any liability for the disclosure of documents or information in the State’s possession where the State, or such officer, director, or employee, in good faith believes the disclosure to be required under FOIA or other law.
- vi. If the Grantee receives any freedom of information request, subpoena, notice or other request for any of the Data, records, deliverables, or documentation relating to this Agreement, Grantee shall notify the Grantor of such requests within three (3) Business Days, but Grantee has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information.
- vii. To the extent that any other provision or part of the Agreement conflicts or is in any way inconsistent with this section, this section controls and the conflicting provision or part shall not be given effect.

J. Disclosure of Records.

This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a

person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

K. Grantee's Representations and Warranties

- i. Grantee represents and warrants to the Grantor that:
 - a. The execution and delivery of this Agreement is within the power and authority of Grantee and is not in contravention of any law, organizational document, bylaw, agreement or undertaking to which Grantee is a party and no consent, license or approval is or will be necessary for the valid execution and delivery of this Agreement;
 - b. Grantee is duly and validly existing under the laws of its respective state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, as appropriate, it has taken all necessary action to authorize the execution, delivery and performance of the bid and the Agreement and has the power and authority to execute, deliver and perform its obligations under the Agreement;
 - c. Grantee shall comply with all applicable State and Federal laws in satisfying its obligations to the Grantor under and pursuant to the Agreement, including, but not limited to (i) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics, (ii) all applicable federal ethics rules and requirements, (iii) Title 4a concerning State purchasing, and (iv) all information technology protocols;
 - d. The execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) an Event of Default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or the State; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - e. Grantee has all permits, licenses, franchises and other similar authorizations necessary for its Performance under this Agreement and is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for such performance. Grantee is not in violation, nor will the Agreement cause a violation of the terms or provisions of any such franchise, permit, license or similar authorization;
 - f. Grantee warrants that the deliverables will fully comply with the Agreement and will be performed with reasonable care in a diligent, workmanlike and competent manner that shall comply with all federal, state and local laws, regulations, mandates and/or requirements, and Grantee shall cure defects, if any, in a reasonable time;
 - g. Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - h. Grantee has no pending claims, actions, suits, proceedings pending against it for any security breaches, data breaches, commingling of data, improper or illegal use of client data or software licensing violations;
 - i. As applicable, Grantee has not, within the three (3) years preceding the Agreement, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would perform under the Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
 - j. Grantee is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

- k. Grantee has not within the three (3) years preceding the Agreement had one or more contracts with any governmental entity terminated;
- l. Grantee has not employed an employee who has been determined to be a source for any security breach;
- m. Grantee has not employed or retained any entity or person, other than a bonafide employee working solely for it, to solicit or secure the Agreement and it has not paid or agreed to pay any entity or person, other than a bonafide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Agreement or any assignments made in accordance with the Terms of the Agreement;
- n. To the best of its knowledge, there are no Claims involving Grantee or Grantee's Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement;
- o. Grantee shall disclose, to the best of its knowledge, to the Grantor in writing any Claims involving it that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement, no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Grantee's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Agreement concerning Disclosure of Grantee's Parties litigation shall run consecutively with the ten (10) calendar days provided for in this representation and warranty;
- p. There is no action, lawsuit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to Grantee's knowledge, threatened against or affecting it, which could or might materially adversely affect its obligations hereunder or any of the transactions contemplated hereunder;
- q. Grantee's participation in the procurement process, if applicable, or the Agreement Award is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics or the applicable federal ethics code requirements;
- r. The Agreement was not made with collusion or fraud;
- s. Grantee shall obtain in a written acknowledgement all of the representations and warranties in this section from any Grantee's Parties and require that such representations and warranties be included in any contracts and purchase orders with such Grantee's Parties;
- t. Grantee has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- u. Grantee has a record of compliance with Occupational Safety and Health Administration ("OSHA") regulations without any unabated, willful or serious violations;
- v. Grantee owes no unemployment compensation contributions;
- w. Grantee is not delinquent in the payment of any taxes owed or, it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes;
- x. All of Grantee's vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse;
- y. Grantee has vested plenary authority to bind the Grantor's Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Agreement and that all appropriate parties shall also provide, no later than fifteen (15) calendar days after receiving a request from the Grantor, such information as the Grantor may require to evidence, in the Grantor's sole determination, compliance with this section;

- z. Grantee either owns or has the authority to use all Title of and to all relevant software, and such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- aa. Grantee's Platform does not (a) infringe or misappropriate any patent, trade secret or other intellectual property rights of a third party; or (b) violate any law, statute, ordinance or regulation;
- bb. Grantee has entered into license agreements which permit Grantee to use third-party software and any subcontractor's software, and to permit the Grantor and third parties to use such third-party software and any subcontractor's software, as expressly permitted under this Agreement; and;
- cc. Grantor's use of any software shall not infringe or misappropriate any patent, trade secret or other intellectual property rights of a third party.

L. Access to Contract and Data

The Grantee shall provide to the Grantor access to any data, as defined in C.G.S. § 4e-1, concerning the Agreement and Grantor that are in the possession or control of the Grantee upon demand and shall provide the data to Grantor in a format prescribed by Grantee and the State Auditors of Public Accounts at no additional cost.

M. State Single Audit

For purposes of this paragraph, the word "Grantee" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Grantee shall provide for an annual financial audit acceptable to the Grantor for any expenditure of state-awarded funds made by the Grantee. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Grantee will comply with federal and state single audit standards as applicable.

If the Grantee meets the requirements of the State Single Audit Act, C.G.S. §§ 4-230 through 4-236, as amended, the Grantee's independent auditor is required to submit a State Single Audit Report to Grantor. C.G.S. § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from Grantor for this Agreement and it is the only State Financial Assistance that the Grantee has expended during its fiscal year. The State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, should be uploaded by the Grantee's independent auditor to the State of Connecticut Office of Policy and Management's Electronic Audit Reporting System (EARS) website no later than six months after the end of the audit period (Web address: <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>) and a copy shall be given to the Grantor agency. The Grantee shall submit one hard copy of the State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, to the Office of Policy and Management / Office of Finance no later than six months after the end of the audit period. The Grantee shall also submit Form DE-2017 Supplement to the Audit Report, Detail of Grantor Expenditures to the Grantor Business Office by email no later than 3 months after the end of the audit period.

N. Additional Restrictions on Use of Federal Funds

- i. Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.
- ii. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

O. Forum and Choice of Law

The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

P. Sovereign Immunity

The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other Section, this Section shall govern.

Q. Requirements for Nonprofit Organizations

If the Grantee is a nonprofit organization, the Grantee agrees to maintain its 501(c)(3) status and to maintain up-to-date annual filings as follows: (1) Certificate of Legal Existence with the Connecticut Secretary of the State; (2) Charitable Organization Registration with the Connecticut Department of Consumer Protection, unless exempted by Connecticut General Statutes § 21a-190d; and (3) Return of Organization Exempt Form Income Tax (Form 990) with the Internal Revenue Service. At Grantor's request, the Grantee shall provide Grantor with documentation pertaining to Grantee's 501(c)(3) and or annual filings.

R. Independent Contractor

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all its subcontractors or subgrantors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee shall notify Grantor of the subgrantee or Subcontractor's identity.

S. Prohibited Terms

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of the state's sovereign immunity.

T. Software Piracy Prohibition

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

U. Vendor Offset and Erroneous Payments

[Not applicable to intergovernmental agreements] Subject to state statute, the State may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other allowed charges; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other Agreements, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

EXHIBIT A
STATEMENT OF WORK

Grantee has experienced a surge of individuals committing auto theft and other crimes related to auto theft within the limits of grantee's municipality. The funds will be distributed to the cities and suburbs as a "hub and spoke" approach to reduce these types of crimes. The following municipalities are known as "Hubs": Bridgeport, Hartford, Meriden, New Britain, New Haven, New London, Stamford, and Waterbury. Surrounding these eight Hub municipalities will be "Spoke" towns that include a total of 50 cities and towns. Funding will pay for increased police patrols to help deter these criminal acts from taking place. The main goal of the auto theft and violence funding is to reduce auto theft and violent crimes associated with auto theft in Connecticut's communities. Specifically, the communities that have seen a large uptick in auto theft and violent crime since the start COVID-19 pandemic.

EXHIBIT B
PAYMENT TERMS AND PROVISIONS
AND BUDGET

Budget Item	Amount \$	Notes/Comments
Overtime (Salary & Fringe)	\$35,000.00	Used to increase proactive, marked & unmarked patrols as well as criminal investigations into suspects.

Budget Total:

\$35,000.00

\$35,000 max

EXHIBIT C FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS

- 1.1. The Agreement to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Agreement, or any attachments or exhibits incorporated into and made a part of the Agreement, the provisions of these Federal Provisions shall control.
- 1.2. The State of Connecticut is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in § 2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Connecticut agency or institutions of higher education.

2. DEFINITIONS

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR § 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available www.treasury.gov
 - 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR § 200.1
 - 2.1.6. "Grant" means the Agreement or Grant to which these Federal Provisions are attached.
 - 2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
 - 2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Connecticut State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR § 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR § 52.204-10, as prescribed in 48 CFR § 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by § 6202 of Public Law 110-252.

- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID Number” means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei.

3. COMPLIANCE

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Connecticut, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. UEI. Grantee shall provide its UEI number to its Prime Recipient, and shall update Grantee’s information in SAM at least annually after the initial registration, and more frequently if required by changes in Grantee’s information.

5. TOTAL COMPENSATION

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
- 5.1.2. In the preceding fiscal year, Grantee received:
- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee’s obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING

- 7.1. Reporting requirements in § 8 below apply to all awards made under SLFRF. If the total award is \$50,000 and above, the award is subject to FFATA reporting which will be completed by UST.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS

- 8.1. Grantee shall report as set forth below. Reports are expected to align with a single expenditure category (e.g., EC 2.34).
 - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit E to report to the Grantor. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects (1.1 through 1.14)

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure (from list of enumerated uses in Treasury guidance)
 - iv. Written justification (Required when total project cost is \$1 million or more)
 - v. Labor reporting (Required when total project cost is \$10 million or more)

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects (2.1 through 2.37)

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure (from list of enumerated uses in the Treasury guidance)

- iv. Written justification (Required when total project cost is \$1 million or more)
- v. Labor reporting (Required when total project cost is \$10 million or more)

Household Assistance (2.1, 2.3-2.8)

- a) Number of households served

Assistance to Unemployed or Underemployed Workers (2.10)

- a) Number of workers enrolled in sectoral job training programs
- b) Number of workers completing sectoral job training programs
- c) Number of people participating in summer youth employment programs

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning (*Federal guidance may change this requirement in July 2022*)
- b) Number of families served by home visiting (*Federal guidance may change this requirement in July 2022*)

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs (*Federal guidance may change this requirement in July 2022*)

Housing Support (2.2, 2.15-2.18)

- a) Number of people or households receiving eviction prevention services (*Federal guidance may change this requirement in July 2022*)
- b) Number of affordable housing units preserved or developed (*Federal guidance may change this requirement in July 2022*)

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
 - iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas

that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five calendar days after the end of the month following the month in which the Subaward was made.

- 8.1.2.1. Subrecipient UEI Number;
- 8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
- 8.1.2.3. Subrecipient parent's organization UEI Number;
- 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

- 8.1.3.1. Subrecipient's UEI Number as registered in SAM.
- 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
- 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
- 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
- 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

- 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
- 8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).
- 8.1.3.7.1. For projects over \$10 million:
- 8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Act"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.
- 8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. § 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
- 8.1.3.7.1.3. Whether the project prioritizes local hires.
- 8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, and the State of Connecticut Office of Policy and Management. The State of Connecticut may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via an amendment.

9. PROCUREMENT STANDARDS

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR §§ 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR § 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR § 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the federal Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR § 200.501.
- 11.1.1. Election. A Subrecipient shall have a Single Audit conducted in accordance with Uniform Guidance 2 CFR § 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR § 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR § 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
- 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148).
- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). An award or contract (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 12.1.7. Never Agreement with the enemy (2 CFR § 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216). Grantee is prohibited from obligating or expending loan or Grant Funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR § 200.216.
- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d, *et seq.*), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d *et seq.*, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS

- 13.1. Subrecipient Certification. Subrecipient shall sign a “State of Connecticut Agreement with Recipient of Federal Recovery Funds” Certification Form in **Exhibit D** and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR § 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR § 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Connecticut may terminate the Grant upon thirty (30) calendar days prior written notice if the default remains uncured five calendar days following the termination of the thirty (30) day notice period. This remedy will be in addition to any other remedy available to the State of Connecticut under the Grant, at law or in equity.
- 15.2. Termination (2 CFR § 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

Exhibit D
AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the “SSA”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (“Treasury”) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Connecticut has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State’s separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the SSA and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization’s obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

- 1) Use of Funds
 - a) Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the “SSA”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), and Treasury’s regulations implementing that section and guidance.
 - b) Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 2) Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury’s implementing regulations, during this period of performance.
- 3) Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the State of Connecticut Office of Policy and Management. The State will provide notice of such additional reporting requirements via an amendment
- 4) Maintenance of and Access to Records
 - a) Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the SSA, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b) The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c) Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 5) Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 6) Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the UST and the State of Connecticut Office of Policy and Management.
- 7) Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
- 8) Conflicts of Interest. The State of Connecticut understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of Policy and Management or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of Policy and Management shall disclose such conflict to Treasury.

9) Compliance with Applicable Law and Regulations.

- a) Subrecipient agrees to comply with the requirements of section 602 of the SSA, regulations adopted by Treasury pursuant to section 602(f) of the SSA, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b) Federal regulations applicable to this award include, without limitation, the following:
 - i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the federal Single Audit Act, shall apply to this award.
 - ii) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv) OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v) Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi) Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii) New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix) Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - iv) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10) Remedial Actions. In the event of Subrecipient’s noncompliance with section 602 of the SSA, other applicable

laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the SSA regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the SSA and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the SSA, as applicable.

- 11) Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 12) False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law
- 13) Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury."
- 14) Debts Owed the Federal Government
 - a) Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the SSA and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b) Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
- 15) Disclaimer.
 - a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
 - b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient
- 16) Protections for Whistleblowers.
 - a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

- b) The list of persons and entities referenced in the paragraph above includes the following:
 - i) A member of Congress or a representative of a committee of Congress;
 - ii) An Inspector General;
 - iii) The Government Accountability Office;
 - iv) A Treasury employee responsible for Agreement or grant oversight or management;
 - v) An authorized official of the Department of Justice or other law enforcement agency;
 - vi) A court or grand jury; or
 - vii) A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 17) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 18) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI

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

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT E
SLFRF SUBRECIPIENT REPORT

1. SLFRF SUBRECIPIENT FISCAL REPORT WORKBOOK

- 1.1 A fiscal reporting template shall be used to monitor payments and progress associated with designated line items and deliverables. This template is included as an attachment with the Grant Agreement.

EXHIBIT F CONTRACTOR TERMS

- 1) Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant:
 - a) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - b) Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
 - c) Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
 - d) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
 - e) Debarment and Suspension (Executive Orders 12549 and 12689). An award or contract (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - f) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - g) Never Agreement with the enemy (2 CFR § 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
 - h) Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216). Grantee is prohibited from obligating or expending loan or Grant Funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
 - i) Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from

excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d, *et seq.*), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d *et seq.*, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

EXHIBIT G
AMERICAN RESCUE PLAN ACT – STATE FISCAL RECOVERY FUNDS PROGRAM:
BENEFICIARY ATTESTATION FORM

The funding provided to you as an eligible beneficiary is supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury State and local Fiscal Recovery Funds Program as authorized by the American Rescue Plan Act.

THE STATE AND LOCAL FISCAL RECOVERY FUNDS PROGRAM AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT PROVIDES FUNDING TO SUPPORT URGENT COVID-19 RESPONSE EFFORTS TO CONTINUE TO DECREASE SPREAD OF THE VIRUS AND BRING THE PANDEMIC UNDER CONTROL; REPLACE LOST REVENUE FOR ELIGIBLE STATE, LOCAL, TERRITORIAL, AND TRIBAL GOVERNMENTS TO STRENGTHEN SUPPORT FOR VITAL PUBLIC SERVICES AND HELP RETAIN JOBS; SUPPORT IMMEDIATE ECONOMIC STABILIZATION FOR HOUSEHOLDS AND BUSINESSES; TO MAKE NECESSARY INVESTMENTS IN WATER, SEWER, AND BROADBAND INFRASTRUCTURE; AND COVER THE COST OF OTHER ELIGIBLE ACTIVITIES.

Program Description: Sec. 78. (NEW) (Effective from passage) On and after July 1, 2022, the Department of Emergency Services and Public Protection shall, within available resources, administer a grant program to provide grants-in aid to eligible municipalities for Strategic deployment of traffic unit enforcement teams to conduct strict speed enforcement in designated areas that have demonstrated a statistical increase in the number or severity of roadway collisions. Any municipality that has a population of less than twenty-five thousand that has a law enforcement unit or resident state trooper may apply for such grants in such manner as the department prescribes. The department shall award grants of up to five thousand dollars to eligible municipalities and may award not more than a total of ten grants to any such municipality. The department shall continue to award grants until all resources dedicated to such grant program have been expended.

State Agency Contact information:

Department of Emergency Services & Public Protection

1111 Country Club Road

Middletown, CT 06457

Attention: Aimee P. Plourde, Chief of Fiscal Services

Email: Aimee.Plourde@ct.gov

Email: despp.autotheftgrant@ct.gov

[] **Check here to certify:** I have read this form and hereby attest, as an authorized representative of [insert entity legal name here], that [insert entity legal name here] meets the requirements for an eligible beneficiary. I understand that providing false or misleading information may subject [insert entity legal name here] to recoupment of funds up to the amount received.

Signature _____ **Date** _____

Print Name _____

Entity Legal Name _____

Address _____

Memo

To:	Common Council
From:	Deputy Chief Melissa Lepore
CC:	
Re:	Connecticut Department of Transportation Highway Safety Project Number 0205-0702-CD, 25/25 Click it or Ticket (CIOT) Enforcement Grant
Date:	November 4, 2024

The Connecticut DOT has awarded the Norwalk Police Department funding for Project Number 0205-0702-CD, 25/25 Click it or Ticket (CIOT) Enforcement Grant. The grant award is approved for the amount of \$4999.46. There are two sets of enforcement dates set for this grant. The first is scheduled for November 28, 2024 to December 6, 2024 to coincide with the beginning of the holiday season. The second is scheduled for May 12, 2025 to June 01, 2025 to coincide with the beginning of the summer season.

According to the UCONN Connecticut Crash Data Repository, unbelted crashes in Norwalk have fluctuated over the past three years from 42 in 2021, to 58 in 2022, and down to 42 in 2023. Unbelted crashes resulting in injuries has shown a similar variation from 13 in 2021; to 26 in 2022, and down to 8 in 2023. The number of seatbelt violations issued by the Norwalk Police Department over the past three years has varied also from 55 in 2021, 32 in 2022 and then up to 63 in 2023.

This grant will allow the Norwalk Department of Police Service to increase our capacity for enforcement of seatbelt laws. Help to reduce the incidents of unbelted crashes that result in injuries or death through increased police presence and enforcement activity. Officers will engage in roving patrols to identify offenders, issue infractions, and make arrests, when appropriate. With the increased population in Norwalk comes a greater need for responsible safety measures to maintain the public's well-being.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under The Connecticut Department of Transportation Highway Safety Project Number 0205-0702-CD, 25/25 Click it or Ticket (CIOT) Enforcement Grant
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement The Connecticut Department of Transportation Highway Safety Project Number 0205-0702-CD, 25/25 Click it or Ticket (CIOT) Enforcement Grant

CONNECTICUT DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY OFFICE



GRANT APPROVAL CONFIRMATION

DELIVERED BY EMAIL TO: Rita Nigri

APPROVED PROJECT PERIOD:	November 28, 2024 - June 01, 2025
STATE PROJECT NUMBER:	0205-0702-CD
PROJECT NAME:	24/25 CIOT Enforcement
GOVERNMENTAL UNIT:	City of Norwalk
APPLICANT:	Norwalk Police Department
FEDERAL FUNDS:	\$4,999.46
MUNICIPAL/OFFICER/CONSTABLE FRINGE RATE OVERTIME %:	1.45%
STATE POLICE/RESIDENT TROOPER FRINGE RATE OVERTIME %:	0.00%
CFDA:	20.600

The Department of Transportation would like to notify you of the approval of the Norwalk Police Department's Highway Safety project application entitled 24/25 CIOT Enforcement effective November 28, 2024 - June 01, 2025.

Federal funds in the amount of \$4,999.46 are allocated to this project in accordance with the approved 2025 Fiscal Year Connecticut Highway Safety Plan. The total project cost may not exceed this amount for the approved project period.

All grants greater than or equal to \$30,000.00 are subject to FFATA (Federal Funding Accountability and Transparency Act) sub-award reporting requirements. For more information go to <https://www.fsr.gov/#a-faqs>.

All costs incurred under this project must be in full compliance with both federal and State regulations, policies and procedures that govern the use of highway safety funds. Costs are subject to review by both Internal and External Auditors.

Please note that deviations from the specifics of the approved budget must be reviewed and approved by the Highway Safety Office prior to their implementation in order for related costs to be eligible for reimbursement.

The ENF-APP reimbursement package will be sent to your agency point of contact. All final claims against this project, together with all supporting financial documentation, must be submitted to the Highway Safety Office no later than thirty (30) days after the project period ending date.

If you have any additional questions or concerns regarding this program, please contact me at Joseph.Cristalli@ct.gov or 860-594-2412.

cc'd by email to: clam@norwalkct.gov
dorr@norwalkct.gov

Joseph T. Cristalli, Jr.
Transportation Assistant Planning Director

Application Signatures

Subgrantee Signatures

Authorizing Official

* **Name:** *Rita Nigri*
* **Title:** *Grant Administrator*

* **Signature:** *Rita Nigri*
Signature Date: *10/29/2024*

Financial Officer

* **Name:** *Chitsamay Lam*
* **Title:** *Comptroller*

* **Signature:** *Chitsamay Lam*
Signature Date: *10/25/2024*

Project Director

* **Name:** *David Orr*
* **Title:** *Lieutenant*

* **Signature:** *David Orr*
Signature Date: *10/25/2024*

CTHSO Signatures

Program Manager

* **Name:** *Juliet Little*
* **Title:** *Program Manager*

* **Signature:** *Juliet Little*
Signature Date: *11/01/2024*

Supervisor

* **Name:** *Phyllis DiFiore*
* **Title:** *Transportation Supervising Planner*

* **Signature:** *Phyllis DiFiore*
Signature Date: *11/01/2024*

Fiscal

* **Name:** *Monique Madden*
* **Title:** *Associate Fiscal/Admin Officer*

* **Signature:** *Monique Madden*
Signature Date: *11/01/2024*

Program Coordinator

* **Name:** *Joseph Cristalli*
* **Title:** *Transportation Assistant Planning Director*

* **Signature:** *Joseph Cristalli*
Signature Date: *11/03/2024*

Governor's Representative

* **Name:** *Garrett Eucalitto*
* **Title:** *HSO Governor's Representative*

* **Signature:** *Garrett Eucalitto*
Signature Date: *11/03/2024*

Application General Information Form

ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.

Applicable Organizations: * *City of Norwalk* Option 1
Option 2
Project Title: * *24/25 CIOT Enforcement*
Governmental Unit/Agency: * *City of Norwalk*

Check here if the remittance address is different than the Applicant/Organization address.

Governmental Unit/Agency Information

Governmental Unit/Agency: *City of Norwalk*

Address *
125 East Avenue

City *
Norwalk

State *
Connecticut

Zip *
06851

FEIN

UEI Number

Applicant Information

Applicant Name: *Norwalk Police Department*

Address *
1 Monroe Street

City *
Norwalk

State *
Connecticut

Zip *
06854

E-mail *
dorr@norwalkct.gov

Phone *
(203) 854-3007

Fax

FEIN *
06-6011881

UEI Number *
V7ZTXNBNKJM9

Project Director Information

Designated Project Director for this grant: *David Orr* *

First Name *

David

Last Name *

Orr

Title *

Lieutenant

Email *

dorr@norwalkct.gov

Phone *

(203) 854-3007

Financial Officer Information

Designated Financial Officer for this grant: *Chitsamay Lam* *

First Name *

Chitsamay

Last Name *

Lam

Title *

Comptroller

Email *

clam@norwalkct.gov

Phone *

(203) 854-7711

Authorizing Official Information

Designated Authorizing Official for this grant: *Rita Nigri* *

First Name *

Rita

Last Name *

Nigri

Title *

Grant Administrator

Email *

migri@norwalkct.gov

Phone *

(203) 506-4159

Problem ID

Applicant: Norwalk Police Department
Project Title: 24/25 CIOT Enforcement

DATA MUST INCLUDE UNBELTED-RELATED FATAL AND INJURY CRASH DATA, SEAT BELT CITATIONS ISSUED, AND LOCATIONS WHERE THE PROBLEM EXISTS.

Crash data can be obtained from the Connecticut Crash Data Repository at: <http://www.ctcrash.uconn.edu/>

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

According to the US Census, in 2022 Norwalk had a population of 91,100. Between 2021 and 2022 the population of Norwalk, CT grew from 90,821 to 91,050, a 0.252% increase in one year. However, since 2000 when the population was 82,951, the population in Norwalk has grown 9.8%. According to the UConn Connecticut Crash Data Repository, unbelted crashes in Norwalk fluctuated from 42 in 2021, to 58 in 2022, and back to 42 in 2023. Unbelted crashes resulting in injuries in the same span showed a similar fluctuation from 13 in 2021, to 26 in 2022, and down to 8 in 2023. An examination of the number of seat belt violations issued by the Norwalk Police Department over this period showed an inverse oscillation of 55 in 2021, 32 in 2022, and 63 in 2023. A basic analysis of this data reveals a causal nexus between the number of seat belt violations issued to motorists in Norwalk, and the number of crashes and crashes resulting in injuries.

The UConn Connecticut Crash Data Repository indicates that the most problematic roadways in Norwalk are along the main thoroughfares of Rt. 1, Rt. 7, Rt. 136, Rt. 123, South Main St, West Ave, East Ave, Fillow St, Taylor Ave, North Taylor Ave, Flax Hill Rd, and Strawberry Hill Ave. Additionally, the primary roads used to access our local beach and parks during the summer months, Gregory Blvd and Beach Rd, would benefit from additional police presence and enforcement. The periods each day when unbelted crashes have most commonly occurred are late morning into the early evening hours.

Additional Documentation

				Target Goals *
				Project Period
Unbelted Crashes				Unbelted Crashes
2021	2022	2023	2025	
42	58	42	30	
Unbelted Fatalities				Unbelted Fatalities
2021	2022	2023	2025	
1	2	0	0	
Unbelted Injuries				Unbelted Injuries
2021	2022	2023	2025	
13	26	8	5	
Seat Belt Citations Issued				Seat Belt Citations Issued
2021	2022	2023	2025	
55	32	63	75	

Problem Identification

List locations with the highest problems*Route 1*

*

Route 136

*

Route 123

*

*Route 7**South Main St**West Ave**Taylor Ave/North Taylor Ave**Fallow St**East Ave**Flax Hill Rd**Strawberry Hill Ave***List day(s) of the week where data shows increased problems:***Friday*

*

Saturday

*

Sunday

*

*Monday***List time(s) of the day where data shows increased problems:***1100*

*

1200

*

1300

*

*1400**1500**1600**1700**1800**1900*

Objectives

Applicant: Norwalk Police Department
Project Title: 24/25 CIOT Enforcement

Objectives are to increase the observed statewide seat belt use rate and decrease the number of unbelted drivers involved in fatal and injury crashes.

- To increase High Visibility Occupant Protection enforcement during "Click It or Ticket" periods. This will be accomplished through analysis of crash and observation data to identify towns and areas where low belt use by motorists can best be addressed. This analysis focuses on the combination of low belt use towns identified through observation surveys and pairs it with ranked analysis of unbelted crashes and fatalities as well as population and VMT data over a five year period.
- To increase the statewide observed seat belt use rate. This will be accomplished through Enforcement and Education.

Describe the objectives to be accomplished during this project.

The objectives should be specific, clearly written, measurable, and time-framed.

Through focused police presence and enforcement at targeted times and locations which have been determined through the compilation of statistical data (UConn data repository), we will increase our capacity for enforcement of the seatbelt laws. We intend to reduce the incidents of unbelted crashes that result in injuries through increased police presence and enforcement activity. Officers will engage in roving patrols to identify offenders, issue infractions, and make arrests, when appropriate. With the increasing population in Norwalk comes a greater need for responsible safety measures to maintain public safety and well-being. This grant will be focused on positively impacting the safety of motorists and promoting the usage of seatbelts.

Activities

Applicant: *Norwalk Police Department*

Describe activities and procedures you will undertake to achieve each objective. *

Identify project personnel and responsibilities. Include activity timelines.

The personnel used in this project will be sworn members of the Norwalk Police Department. Their responsibilities will be to conduct roving patrols of the roadways identified in this application to identify motorists violating traffic laws specific to seatbelt usage. Officers will issue infractions for seatbelt violations and any other violations that occur, as appropriate.

Enforcement

Applicant: *Norwalk Police Department*
Project Title: *24/25 CIOT Enforcement*

Enforcement Activity

Wave 66: *November 28, 2024* To *December 06, 2024*

Wave 67: *May 12, 2025* To *June 01, 2025*

Date Location and Manpower Changes

Dates, manpower and locations chosen for this grant application should reflect intended enforcement dates but are for planning purposes. While these changes do not have to be "pre-approved" they must fall within the grant parameters. Any changes outside of grant parameter **MUST** be pre-approved (i.e. 10 officers working an 8 hour shift).

Allocation of Resources

This grant application allots resources for two grant periods. There are two enforcement campaigns. November 28 - December 6 and May 12 - June 1. You must participate in both WAVES. Your enforcement allocations should not use all available resources during the November WAVE campaign. Approved amount for enforcement campaigns must be monitored to ensure funds do not exceed the amount approved covering both WAVES.

8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM. 8 HOUR SHIFTS MAXIMUM.

Minimum of 2 Officers/Maximum of 8

Earned media participation:

Participating agencies are required to take part in earned media activity related to CIOT. This could include the following:

- Hosting a kick-off press event
- Notification of media outlets through the use of interview opportunities, press releases and media advisories
- Cooperation with the HSO earned media contractor including:
 - § Distribution of press releases
 - § Use of Approved Talking points
- Creation and submission of earned media activity with reimbursement documentation
- Enforcement Schedule
 - § Daytime Enforcement - Daytime enforcement changes with seasonal patterns. Enforcement must take place during daylight hours
 - § 7 days per week eligible
 - § Minimum of 4 hours shifts/Maximum 8 hour shifts
 - § Must include at least 1 AM/PM peak drive time (7am-10am/3pm-5pm seasonal) on weekdays. If possible the HSO would encourage both the AM/PM peak drive times as enforcement times but agencies must enforce during at least 1.

Drop-Down Box Choices (Enforcement Type)

Sub-Grantee Type Instructions: Please make sure to select your agency category.

Enforcement Type Instructions: Please make sure you select CIOT Checkpoint or CIOT Roving.

Subgrantee Type	Enforcement Type	Number of Hours	Hourly Rate	Total
<i>Municipal PD</i>	<i>Roving</i>	<i>4</i>	<i>\$77.00</i>	<i>\$308.00</i>

Enforcement Total:

\$308.00

Wave Breakdown	Wave 66	Wave 67	Total
Number of Planned Days	5	11	\$4,928.00
Enforcement Total	\$1,540.00	\$3,388.00	

Location	Type
<i>Rt. 1</i>	<i>Spotter/Self-Initiated</i>
<i>Rt. 7</i>	<i>Spotter/Self-Initiated</i>
<i>Rt. 123</i>	<i>Spotter/Self-Initiated</i>
<i>Rt. 136</i>	<i>Spotter/Self-Initiated</i>
<i>East Ave</i>	<i>Spotter/Self-Initiated</i>
<i>West Ave</i>	<i>Spotter/Self-Initiated</i>
<i>South Main St</i>	<i>Spotter/Self-Initiated</i>

Fringe

Applicant: *Norwalk Police Department*

Project Title: *24/25 CIOT Enforcement*

Do you plan on submitting a Fringe Rate? * ☒ Yes ☐ No

Fringe Benefits

NOTES:

- **If fringe rate is being charged/reimbursed, this page should be completed and signed.**
- **Fringe benefit charges should NOT be included in the hourly rate.**
- **No hourly rate should be inflated--all hourly rates should be reported as actuals.**

I hereby certify that the information below is the true and accurate and authorized by "*Norwalk Police Department*" for hours worked by personnel for the following time period:

FROM: *10/25/2024 **

TO: *06/30/2025 **

Actual Cost Category	Officer/Constable Fringe Rate OVT %	Trooper Fringe Rate OVT %
<i>FICA-Medicare</i>	<i>1.45000</i>	<i>00.00000</i>
Other Cost Category		
Total Fringe Rate	<i>1.45000%</i>	<i>00.00000%</i>

City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the fringe benefit rate(s) identified above accurately represents the fringe benefit costs to the city/town/agency for the individuals employed under or working on this project.

*** Name:** *Chitsamay Lam*
*** Title:** *Comptroller*

*** Signature:** *Chitsamay Lam*
Signature Date: *10/25/2024*

Budget

Applicant: *Norwalk Police Department*

Project Title: *24/25 CIOT Enforcement*

Salaries

Category	Enforcement		Estimated Wages Subtotal
Municipal PD	\$4,928.00		\$4,928.00
Resident Trooper	\$00.00		\$00.00
Officer/Constable	\$00.00		\$00.00
State Police	\$00.00		\$00.00
Total Estimated Wages:			\$4,928.00

Fringe Benefits

Category	Fringe Benefit Rate	Fringe Benefits Cost Subtotal
Municipal PD	1.45000%	\$71.46
Resident Trooper	00.00000%	\$00.00
Officer/Constable	1.45000%	\$00.00
State Police	00.00000%	\$00.00
Total Estimated Fringe Benefits:		\$71.46

Indirect Costs

Approved Indirect Cost
Rate (if applicable): * 00.00%

Total Indirect Costs: **\$00.00**

City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the Indirect Costs Rate identified above accurately identifies what is allowable.

Click **Save** to populate the Signature Date and Title of the selected Authorizing Official.

Name: *Chitsamay Lam**

Signature: *Chitsamay Lam**

Title: *Comptroller**

**Signature
Date:** *10/25/2024**

Equipment

List Each Item.

Any items valued equal to or greater than \$10,000 require NHTSA Pre-Approval.

Click the **+** icon to **add** a new row

Click the **-** icon to **delete** an existing row

Item	Quantity	Cost Per Item	Total Cost	Buy America Supporting Documentation (If any item's Cost Per Item >= \$10,000, Buy America Documentation is Required)
		\$	\$00.00	

Total Equipment Costs:

\$00.00

Copy of Equipment Quote

Supported file types: .doc, .docx, and .pdf

Other Supporting Documentation

Supported file types: .doc, .docx, and .pdf

Grand Total

**Grand Total
Amount:** **\$4,999.46**

Budget Notes:

Budget Summary

Total Federal Budget \$4,999.46
Total Match Budget \$00.00

Relevant FAIN numbers will initially be unavailable during the grant submission process.

FAIN Numbers will be automatically assigned here once the grant has been submitted, reviewed and processed by CT HSO.

Federal Award Identifier Number (FAIN):

69A37522300004020CT0
 69A3752230SUP4020CT0
 69A37523300004020CT0
 69A3752330SUP4020CT0
 69A37524300004020CT0
 69A3752430SUP4020CT0
 69A37525300004020CT0
 69A3752530SUP4020CT0

Cost Category	Amount	Budget Summary Approval (For HSO Staff Only)		
Officers-Salaries	\$4,928.00	[X]Approved	Conditions Apply *	N/A
Officers-Fringe Benefits @ 1.45%	\$71.46	[X]Approved	Conditions Apply *	N/A
Trooper-Salaries	\$00.00	Approved	Conditions Apply *	[X]N/A
Trooper-Fringe Benefits @ 00.00%	\$00.00	Approved	Conditions Apply *	[X]N/A
State Police-Salaries	\$00.00	Approved	Conditions Apply *	[X]N/A
State Police-Fringe Benefits @ 00.00%	\$00.00	Approved	Conditions Apply *	[X]N/A
Indirect Cost	\$00.00	Approved	Conditions Apply *	[X]N/A
Total Federal Budget	\$4,999.46	* Conditionally Approved amounts will only be reimbursed upon satisfying the condition mentioned below.		
Total Grant Amount	\$4,999.46			

Notes

Reimbursement Requirements

NOTE: This is a federally reimbursable program. The cost of all expenses incurred under this project must first be paid for with municipal or state agency funds. The sub-grantee may then apply for reimbursement based on the procedures and policies listed below.

Requested Project Start Date *		Approved Project Start Date
11/28/2024	11/28/2024	The HSO-Approved Project Start Date will populate here once the submitted grant has been reviewed by HSO staff.
WAVE 66 Billing Period Start Date	WAVE 66 Billing Period Ending Date	Reimbursement Deadline
November 28, 2024	December 6, 2024	January 6, 2025
WAVE 67 Billing Period Start Date	WAVE 67 Billing Period Ending Date	Reimbursement Deadline
May 12, 2025	June 1, 2025	July 2, 2025

- All reimbursements must be signed and dated by the sub-grantee's authorizing official.
- Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.
- Under the terms and conditions of this project application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than thirty (30) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.
- All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).
- Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30th. Failure to do so may jeopardize your reimbursement.
- All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.
- Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30th.
- Photocopies of any media coverage (if applicable) or supportive documentation can be included. Grant category budgets should be adhere to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.

FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.

Certifications & Assurances

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. *The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant

knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. The participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction

knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, department the or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Signature

This section must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Name: Rita Nigri *
Title: Grant Administrator *

Signature: Rita Nigri *
Signature Date: 10/29/2024

Audit Requirements

This page must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS

Attachment A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2024

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of *Norwalk Police Department* declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources ***DOES exceed \$1,000,000.00*** and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: *Chitsamay Lam*

Signature: *Chitsamay Lam*

Title: *Comptroller*

Date: *10/25/2024*

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)

AUDIT EXEMPTION STATEMENT:

The town/city/agency of *Norwalk Police Department* declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources ***DOES NOT exceed \$1,000,000.00*** and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name:

Signature:

Title:

Date:

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

- a. Any sub grantee receiving \$1,000,000.00 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.
- b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.

Memo

To:	Common Council
From:	Deputy Chief Melissa Lepore
CC:	
Re:	Connecticut Department of Transportation Highway Safety FY25 DUI Enforcement Grant, Project number 0205-0722-1-BD
Date:	November 4, 2024

The Connecticut Department of Transportation Highway Safety has awarded the Norwalk Police Department funding for FY25 DUI Enforcement Grant, Project number 0205-0722-1-BD. The grant award is approved for the amount of \$89,892.82. The funding start date is October 31, 2024 and the end date is September 06, 2025.

A goal of Norwalk Department of Police Service is to reduce the number of crashes, injuries, and fatalities from impaired driving through increased high visibility DUI enforcement activities. The Department will also communicate with the public, through various media venues, the increased levels of DUI enforcement activities so drivers will realize the risks and consequences of operating a vehicle under the influence.

According to the UCONN Connecticut Crash Data Repository (Repository), DUI related crashes in Norwalk have fluctuated from 63 in 2021, to 57 in 2022, and increased to 75 in 2023. The number of DUI arrests has increased from 72 in 2021; to 101 in 2022 to 154 in 2023. Considering the number of DUI related crashes over the past three years peaked at 75 in 2023 and the number of DUI arrests in the same year also peaked at 154, driving under the influence remains a significant issue in Norwalk.

The objective of the DUI grant will be to reduce incidents of property damage, accidents, and injuries resulting from the impaired operation of motor vehicles in Norwalk. The DUI grant funds will be used to deploy numerous additional officers in roving DUI enforcement patrols to identify, cite, and apprehend, if necessary, impaired operators. Officers will patrol areas of the city where and when DUI crashes have been most prevalent to deter unsafe operation and gain voluntary compliance with motor vehicle laws.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under The Connecticut Department of Transportation Highway Safety, FY25 DUI Enforcement Grant, Project number 0205-0722-1-BD.

2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Connecticut Department of Transportation Highway Safety, FY25 DUI Enforcement Grant, Project number 0205-0722-1-BD

**CONNECTICUT DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY OFFICE**



GRANT APPROVAL CONFIRMATION

DELIVERED BY EMAIL TO: Rita Nigri

APPROVED PROJECT PERIOD:	October 31, 2024 - September 06, 2025
STATE PROJECT NUMBER:	0205-0722-1-BD
PROJECT NAME:	FY25 DUI Enforcement Grant
GOVERNMENTAL UNIT:	City of Norwalk
APPLICANT:	Norwalk Police Department
FEDERAL FUNDS:	\$89,892.82
MUNICIPAL/OFFICER/CONSTABLE FRINGE RATE OVERTIME %:	1.45%
STATE POLICE/RESIDENT TROOPER FRINGE RATE OVERTIME %:	0.00%
CFDA:	20.607

The Department of Transportation would like to notify you of the approval of the Norwalk Police Department's Highway Safety project application entitled FY25 DUI Enforcement Grant effective October 31, 2024 - September 06, 2025.

Federal funds in the amount of \$89,892.82 are allocated to this project in accordance with the approved 2025 Fiscal Year Connecticut Highway Safety Plan. The total project cost may not exceed this amount for the approved project period.

All grants greater than or equal to \$30,000.00 are subject to FFATA (Federal Funding Accountability and Transparency Act) sub-award reporting requirements. For more information go to <https://www.fsrs.gov/#a-faqs>.

All costs incurred under this project must be in full compliance with both federal and State regulations, policies and procedures that govern the use of highway safety funds. Costs are subject to review by both Internal and External Auditors.

Please note that deviations from the specifics of the approved budget must be reviewed and approved by the Highway Safety Office prior to their implementation in order for related costs to be eligible for reimbursement.

The ENF-APP reimbursement package will be sent to your agency point of contact. All final claims against this project, together with all supporting financial documentation, must be submitted to the Highway Safety Office no later than thirty (30) days after the project period ending date.

If you have any additional questions or concerns regarding this program, please contact me at Joseph.Cristalli@ct.gov or 860-594-2412.

cc'd by email to: clam@norwalkct.gov
dorr@norwalkct.gov

Joseph T. Cristalli, Jr.
Transportation Assistant Planning Director

Application Signatures

Subgrantee Signatures

Authorizing Official

* **Name:** *Rita Nigri*
* **Title:** *Grant Administrator*

* **Signature:** *Rita Nigri*
Signature Date: *10/24/2024*

Financial Officer

* **Name:** *Chitsamay Lam*
* **Title:**

* **Signature:** *Chitsamay Lam*
Signature Date:

Project Director

* **Name:** *David Orr*
* **Title:** *Lieutenant*

* **Signature:** *David Orr*
Signature Date: *10/14/2024*

CTHSO Signatures

Program Manager

* **Name:** *Kathryn Overturf Nohelty*
* **Title:** *Program Manager*

* **Signature:** *Kathryn Overturf Nohelty*
Signature Date: *10/24/2024*

Supervisor

* **Name:** *Phyllis DiFiore*
* **Title:** *Transportation Supervising Planner*

* **Signature:** *Phyllis DiFiore*
Signature Date: *10/24/2024*

Fiscal

* **Name:** *Monique Madden*
* **Title:** *Associate Fiscal/Admin Officer*

* **Signature:** *Monique Madden*
Signature Date: *10/25/2024*

Program Coordinator

* **Name:** *Joseph Cristalli*
* **Title:** *Transportation Assistant Planning Director*

* **Signature:** *Joseph Cristalli*
Signature Date: *10/25/2024*

Governor's Representative

* **Name:** *Garrett Eucalitto*
* **Title:** *HSO Governor's Representative*

* **Signature:** *Garrett Eucalitto*
Signature Date: *10/25/2024*

Application General Information Form

ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.

Project Title: * *FY25 DUI Enforcement Grant*
Governmental Unit/Agency: * *City of Norwalk*

Check here if the remittance address is different than the Applicant/Organization address.

Governmental Unit/Agency Information

Governmental Unit/Agency: *City of Norwalk*

Address *
125 East Avenue

City *
Norwalk

State *
Connecticut

Zip *
06851

FEIN

UEI Number

Applicant Information

Applicant Name: *Norwalk Police Department*

Address *
1 Monroe Street

City *
Norwalk

State *
Connecticut

Zip *
06854

E-mail *
dorr@norwalkct.gov

Phone *
(203) 854-3007

Fax

FEIN *
06-6011881

UEI Number *
V7ZTXNBNKJM9

Project Director Information

Designated Project Director for this grant: *David Orr**

First Name*

David

Last Name*

Orr

Title*

Lieutenant

Email*

dorr@norwalkct.gov

Phone*

(203) 854-3007

Financial Officer Information

Designated Financial Officer for this grant: *Chitsamay Lam**

First Name*

Chitsamay

Last Name*

Lam

Title*

Comptroller

Email*

clam@norwalkct.gov

Phone*

(203) 854-7711

Authorizing Official Information

Designated Authorizing Official for this grant: *Rita Nigri**

First Name*

Rita

Last Name*

Nigri

Title*

Grant Administrator

Email*

migri@norwalkct.gov

Phone*

(203) 506-4159

Problem ID

Applicant: Norwalk Police Department
Project Title: FY25 DUI Enforcement Grant

Insert Local DUI crash and citation statistics and local problem ID here.

DATA MUST INCLUDE ALCOHOL-RELATED FATAL AND INJURY CRASH DATA, DUI ARREST DATA, TIME OF DAY AND DAY OF THE WEEK AND LOCATIONS WHERE THE PROBLEM EXISTS.

Crash data can be obtained from the Connecticut Crash Data Repository at: <http://www.ctcrash.uconn.edu/>

If State Police investigated roadways run through your town, please contact Connecticut Crash Data Repository staff for your crash statistics.

If your data shows increased DUI at days or times outside the defined program parameters of Thursday, Friday and Saturday from 17:00 to 04:00, please contact the Highway Safety Office for guidance.

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

According to the US Census, Norwalk had a population of 91,100 in 2022 and 92,458 in 2023. Since 2000 when the population was 82,951, the population in Norwalk has grown 11.5%. According to the UConn Connecticut Crash Data Repository, DUI-related crashes in Norwalk have fluctuated from 26 in 2020 to 63 in 2021, to 57 in 2022, to an increase of 75 in 2023. The number of DUI-related fatalities has been 1 in 2020, 2 in 2021, 1 in 2022, and 0 in 2023. DUI-related injuries have remained consistent with 45 in 2021, 41 in 2022, and 42 in 2023. The number of DUI arrests in recent years has increased from 38 in 2020 to 72 in 2021, to 101 in 2022, to 154 in 2023. Considering that the number of DUI-related crashes over the past four years peaked at 75 in 2023 and that the number of DUI arrests in the same time period also peaked at 154 in the same year, driving under the influence remains a significant issue in Norwalk. Data from the UConn Connecticut Crash Data Repository indicates that during 2023, most DUI-related crashes occurred on Friday, Saturday, and Sunday evenings between the hours of 1900 (7 pm) and 0300 (3 am). The UConn Repository also shows that the locations where DUI crashes most frequently occurred in 2023 were Route 1, Route 136, Fairfield Ave, North Taylor Ave, West Ave, and Route 7.

Additional Documentation

			Target Goals *
			Project Period
Alcohol Crashes			Alcohol Crashes
2021	2022	2023	2025
63	57	75	60
Alcohol Fatalities			Alcohol Fatalities
2021	2022	2023	2025
2	1	0	0
Alcohol Injuries			Alcohol Injuries
2021	2022	2023	2025
45	41	42	30
DUI Arrests			DUI Arrests
2021	2022	2023	2025
72	101	154	200

List locations with the highest problems*Route 1*

*

Route 136

*

Fairfield Ave

*

*North Taylor Ave**Route 7**West Ave**East Ave***List day(s) of the week where data shows increased problems:***Thursday*

*

Friday

*

Saturday

*

*Sunday***List time(s) of the day where data shows increased problems:***2000*

*

2100

*

2200

*

*2300**2400**0100**0200*

Objectives

Applicant: Norwalk Police Department
Project Title: FY25 DUI Enforcement Grant

To reduce the number of crashes, injuries and fatalities from impaired driving through increased high-visibility DUI enforcement activities. To communicate with the public, through media venues, the increased levels of DUI enforcement activities so drivers will realize the risks and consequences of operating a vehicle while under the influence and therefore deter that behavior.

Describe the objectives to be accomplished during this project.

The objectives should be specific, clearly written, measurable, and time-framed.

The objectives of the FY25 DUI Enforcement Grant will be to reduce incidents of property damage and injury resulting from the impaired operation of motor vehicles in Norwalk, CT. The Norwalk Police Department will use funds to deploy numerous additional officers in roving DUI enforcement patrols to identify and cite or apprehend, if necessary, impaired operators. Officers will patrol areas of the city where and when DUI crashes have been most prevalent to deter unsafe operation and gain voluntary compliance with motor vehicle laws. When unsafe operation is observed, officers will address the issue through car stops and subsequent DUI investigations which may involve a field sobriety test and a breathalyzer test. When appropriate, impaired operators will be arrested. The Norwalk Police Department will also engage the community in DUI enforcement awareness through local media and social media channels.

Municipal PD

Instructions:
Complete this worksheet by determining the number of roving patrols, in-town checkpoints, and out-of-town checkpoints for the grant period.
Include separate totals for holiday and non-holiday periods. Use an average rate for the overtime hourly rate.
[Click here to view the Eligible Dates Calendar](#)

Applicant: Norwalk Police Department
Project
Title: FY25 DUI Enforcement Grant

2025 Billing Periods		
Period	Start	End
1st	October 3, 2024	January 1, 2025
2nd	January 2, 2025	March 29, 2025
3rd	April 3, 2025	July 6, 2025
4th	July 10, 2025	September 6, 2025
Holidays		
Thanksgiving / Christmas / New Year's (TCNY)	11/21 - 12/1 12/5 - 12/7 12/12 - 1/1/25	
Memorial Day (MD)	5/23 - 5/27	
July 4th (J4)	7/3 - 7/7	
Labor Day (Labor)	8/15 - 9/2	

Roving Patrols

Holiday Roving Patrols

Indicate the actual number of Roving Patrols planned.See dates highlighted in **Green** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 16 hours per day

	Number of Patrol Days	Number of Shifts Per Day	Hours Per Shift	OVT Hourly Rate	Subtotal
TCNY	34	2	8	\$78.00	\$42,432.00
MD	5	2	8	\$78.00	\$6,240.00
J4	5	2	8	\$78.00	\$6,240.00
Labor	19	2	8	\$78.00	\$23,712.00
Total Patrol Days	63				

Holiday Roving Patrol Total:

\$78,624.00

Non-Holiday Roving Patrols

See dates highlighted in **Blue** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 16 hours per day

ALL ROVING PATROLS MUST BE CONDUCTED ON THE ELIGIBLE DATES SHOWN ON THE ELIGIBLE DATES CALENDAR. ROVING PATROLS CONDUCTED ON OTHER DATES ARE NOT REIMBURSABLE. ANY ROVING PATROL ACTIVITIES NOT CONDUCTED DURING THE PERIOD PLANNED MAY BE CONDUCTED ON ANY OTHER ELIGIBLE DATE NOT TO EXCEED 16 HOURS PER DAY.

	Number of Patrol Days	Number of Shifts Per Day	Hours Per Shift	OVT Hourly Rate	Subtotal
Non-Holiday 1	2	2	8	\$78.00	\$2,496.00
Non-Holiday 2	2	2	8	\$78.00	\$2,496.00
Non-Holiday 3	2	2	8	\$78.00	\$2,496.00
Non-Holiday 4	2	2	8	\$78.00	\$2,496.00
Total Patrol Days	8				

Non-Holiday Roving Patrol Total:

\$9,984.00

Total Roving Patrol Days:

71

In-Town Checkpoints

Holiday In-Town Checkpoints

Indicate the actual number of In-Town checkpoints planned.

See dates highlighted in **Green** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 64 hours per checkpoint

ALL IN-TOWN CHECKPOINT ACTIVITIES MUST BE CONDUCTED ON THE DATES LISTED ON THIS PAGE. ANY CHANGES TO CHECKPOINT DATES MUST BE APPROVED BY THE HIGHWAY SAFETY OFFICE PRIOR TO RESCHEDULING ANY CHECKPOINT ACTIVITY. CHECKPOINT ACTIVITY HOURS MAY NOT EXCEED 64 HOURS PER CHECKPOINT.

	Number of Checkpoints	Number of Shifts Per Checkpoint	Hours Per Checkpoint Shift	OVT Hourly Rate	Subtotal
TCNY				\$	\$00.00
MD				\$	\$00.00
J4				\$	\$00.00
Labor				\$	\$00.00
Total Checkpoints	0				

Holiday In-Town Checkpoint Total:

\$00.00

Non-Holiday In-Town Checkpoints

See dates highlighted in **Blue** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 64 hours per checkpoint

ALL OUT-OF-TOWN CHECKPOINT ACTIVITIES MUST BE CONDUCTED ON THE DATES LISTED ON THE HOST TOWN'S "IN-TOWN CHKPTS" PAGE OR APPROVED BY THE HIGHWAY SAFETY OFFICE. CHECKPOINT ACTIVITY HOURS MAY NOT EXCEED 64 HOURS PER CHECKPOINT.

	Number of Checkpoints	Number of Shifts Per Checkpoint	Hours Per Checkpoint Shift	OVT Hourly Rate	Subtotal
Non-Holiday 1				\$	\$00.00
Non-Holiday 2				\$	\$00.00
Non-Holiday 3				\$	\$00.00

Non-Holiday 4				\$	\$00.00
Total Checkpoints	0				

Non-Holiday In-Town Checkpoint Total:

\$00.00

Total In-Town Checkpoints:

0

Planned In-Town Checkpoint Dates

List all planned In-Town Checkpoint dates. Include both Holiday and Non-Holiday dates.

The Total Number of Dates value will update upon saving this page.

Total Number of Dates: 0

Out-of-Town Checkpoints

Holiday Out-of-Town Checkpoints

Indicate the actual number of Out-of-Town checkpoints planned.See dates highlighted in **Green** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 64 hours per checkpoint

ALL OUT-OF-TOWN CHECKPOINT ACTIVITIES MUST BE CONDUCTED ON THE DATES LISTED ON THE HOST TOWN'S "IN-TOWN CHKPTS" PAGE OR APPROVED BY THE HIGHWAY SAFETY OFFICE. CHECKPOINT ACTIVITY HOURS MAY NOT EXCEED 64 HOURS PER CHECKPOINT.

	Number of Checkpoints	Number of Shifts Per Checkpoint	Hours Per Checkpoint Shift	OVT Hourly Rate	Subtotal
TCNY				\$	\$00.00
MD				\$	\$00.00
J4				\$	\$00.00
Labor				\$	\$00.00
Total Checkpoints	0				

Holiday Out-of-Town Checkpoint Total:

\$00.00

Non-Holiday Out-of-Town Checkpoints

See dates highlighted in **Blue** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 64 hours per checkpoint

	Number of Checkpoints	Number of Shifts Per Checkpoint	Hours Per Checkpoint Shift	OVT Hourly Rate	Subtotal
Non-Holiday 1				\$	\$00.00
Non-Holiday 2				\$	\$00.00
Non-Holiday 3				\$	\$00.00
Non-Holiday 4				\$	\$00.00
Total Checkpoints:	0				
Non-Holiday Out-of-Town Checkpoint Total:					\$00.00

Total Out-of-Town Checkpoints: 0

Grand Total

Grand Total: \$88,608.00

Special Enforcement

Applicant: *Norwalk Police Department*
Project Title: *FY25 DUI Enforcement Grant*

8 OFFICERS PER EVENT MAXIMUM.
8 HOUR SHIFTS MAXIMUM.

SPECIAL EVENT ENFORCEMENT REQUIRES ADDITIONAL WRITTEN JUSTIFICATION AND APPROVAL FROM THE PROGRAM COORDINATOR.

***** Please describe in detail the nature of the event, past history, crash data, arrest data, or problems necessitating the additional manpower for alcohol enforcement and any other information necessary to consider for additional enforcement.**

Date:
Event:

Enforcement Officer	Number of Hours	Hourly Rate	Subtotal
		\$	\$00.00

Event Total: **\$00.00**

Event Description: *

Approved By: *Kathryn Overturf Nohelty*
Disapproved By:

Grand Total

\$00.00

Fringe

Applicant: *Norwalk Police Department*

Project Title: *FY25 DUI Enforcement Grant*

Do you plan on submitting a Fringe Rate? * ☒ Yes ☐ No

Fringe Benefits

NOTES:

- **If fringe rate is being charged/reimbursed, this page should be completed and signed.**
- **Fringe benefit charges should NOT be included in the hourly rate.**
- **No hourly rate should be inflated--all hourly rates should be reported as actuals.**

I hereby certify that the information below is the true and accurate and authorized by "*Norwalk Police Department*" for hours worked by personnel for the following time period:

FROM: *10/14/2024 **

TO: *09/07/2025 **

Actual Cost Category	Officer/Constable Fringe Rate OVT %	Trooper Fringe Rate OVT %
<i>FICA-Medicare</i>	<i>1.45000</i>	
Other Cost Category		
Total Fringe Rate	<i>1.45000%</i>	<i>00.00000%</i>

City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the fringe benefit rate(s) identified above accurately represents the fringe benefit costs to the city/town/agency for the individuals employed under or working on this project.

*** Name:** *Rita Nigri*
*** Title:** *Grant Administrator*

*** Signature:** *Rita Nigri*
Signature Date: *10/24/2024*

Budget

Applicant: Norwalk Police Department
Project Title: FY25 DUI Enforcement Grant

Salaries

Category	Regular Enforcement	Special Enforcement	Estimated Wages Subtotal
Municipal PD	\$88,608.00	\$00.00	\$88,608.00
Resident Trooper	\$00.00	\$00.00	\$00.00
Officer/Constable	\$00.00	\$00.00	\$00.00
State Police	\$00.00	\$00.00	\$00.00
Total Estimated Wages:			\$88,608.00

Fringe Benefits

Category	Fringe Benefit Rate	Fringe Benefits Cost Subtotal
Municipal PD	1.45000%	\$1,284.82
Resident Trooper	00.00000%	\$00.00
Officer/Constable	1.45000%	\$00.00
State Police	00.00000%	\$00.00
Total Estimated Fringe Benefits:		\$1,284.82

Indirect Costs

Approved Indirect Cost
Rate (if applicable): * 00.00%

Total Indirect Costs: \$00.00

City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the Indirect Costs Rate identified above accurately identifies what is allowable.

Click **Save** to populate the Signature Date and Title of the selected Authorizing Official.

Name: Rita Nigri*

Signature: Rita Nigri*

Title: Grant Administrator*

Signature
Date: 10/24/2024*

Equipment

List Each Item.

Any items valued equal to or greater than \$10,000 require NHTSA Pre-Approval.

Click the **+** icon to **add** a new row

Click the **-** icon to **delete** an existing row

Item	Quantity	Cost Per Item	Total Cost	Buy America Supporting Documentation (If any item's Cost Per Item >= \$10,000, Buy America Documentation is Required)
		\$	\$00.00	

Total Equipment Costs:

\$00.00

Copy of Equipment Quote

Supported file types: .doc, .docx, and .pdf

Other Supporting Documentation

Supported file types: .doc, .docx, and .pdf

Grand Total

Grand Total
Amount: \$89,892.82

Budget Notes:

Budget Summary

Total Federal Budget \$89,892.82
Total Match Budget \$00.00

Relevant FAIN numbers will initially be unavailable during the grant submission process.

FAIN Numbers will be automatically assigned here once the grant has been submitted, reviewed and processed by CT HSO.

Federal Award Identifier Number (FAIN):

69A37522300001540CTA
69A37523300001540CTA
69A37524300001540CTA
69A37525300001540CTA

Cost Category	Amount	Budget Summary Approval (For HSO Staff Only)		
Officers-Salaries	\$88,608.00	[X]Approved	Conditions Apply *	N/A
Officers-Fringe Benefits @ 1.45%	\$1,284.82	[X]Approved	Conditions Apply *	N/A
Trooper-Salaries	\$00.00	Approved	Conditions Apply *	[X]N/A
Trooper-Fringe Benefits @ 00.00%	\$00.00	Approved	Conditions Apply *	[X]N/A
State Police-Salaries	\$00.00	Approved	Conditions Apply *	[X]N/A
State Police-Fringe Benefits @ 00.00%	\$00.00	Approved	Conditions Apply *	[X]N/A
Indirect Cost	\$00.00	Approved	Conditions Apply *	[X]N/A
Equipment	\$00.00	Approved	Conditions Apply *	[X]N/A
Total Federal Budget	\$89,892.82	* Conditionally Approved amounts will only be reimbursed upon satisfying the condition mentioned below.		
Total Grant Amount	\$89,892.82			

Notes

Reimbursement Requirements

NOTE: This is a federally reimbursable program. The cost of all expenses incurred under this project must first be paid for with municipal or state agency funds. The sub-grantee may then apply for reimbursement based on the procedures and policies listed below.

Requested Project Start Date *		Approved Project Start Date
10/24/2024	10/31/2024	The HSO-Approved Project Start Date will populate here once the submitted grant has been reviewed by HSO staff.
1st Billing Period Start Date	1st Billing Period Ending Date	Reimbursement Deadline
October 3, 2024	January 1, 2025	February 1, 2025
2nd Billing Period Start Date	2nd Billing Period Ending Date	Reimbursement Deadline
January 2, 2025	March 29, 2025	April 29, 2025
3rd Billing Period Start Date	3rd Billing Period Ending Date	Reimbursement Deadline
April 3, 2025	July 6, 2025	August 6, 2025
4th Billing Period Start Date	Project Ending Date	Reimbursement Deadline
July 10, 2025	September 6, 2025	October 6, 2025

- All reimbursements must be signed and dated by the sub-grantee's authorizing official.
- Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.
- Under the terms and conditions of this project application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than thirty (30) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.
- All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).
- Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30th. Failure to do so may jeopardize your reimbursement.
- All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.

- Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30th.
- Photocopies of any media coverage (if applicable) or supportive documentation can be included. Grant category budgets should be adhere to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.

FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.

Certifications & Assurances

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. *The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant

knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. The participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction

knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, department the or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Signature

This section must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Name: Rita Nigri *
Title: Grant Administrator *

Signature: Rita Nigri *
Signature Date: 10/24/2024

Audit Requirements

This page must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS

Attachment A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2024

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of *Norwalk Police Department* declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources ***DOES exceed \$1,000,000.00*** and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: *Rita Nigri*

Signature: *Rita Nigri*

Title: *Grant Administrator*

Date: *10/24/2024*

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)

AUDIT EXEMPTION STATEMENT:

The town/city/agency of *Norwalk Police Department* declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources ***DOES NOT exceed \$1,000,000.00*** and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name:

Signature:

Title:

Date:

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

- a. Any sub grantee receiving \$1,000,000.00 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.
- b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Department of Engineering
125 East Avenue
Norwalk, CT 06851
www.norwalkct.gov

NORWALK COMMON COUNCIL

VII.E.

REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: November 5, 2024

(Note - Agenda closes 12:00 Noon on the Thursday before the Council meeting.)

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Vanessa Valadares, Chief of Operations and Public Works / Public Works Committee

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Public Works

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES NO WHICH ONE? Public Works

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO XX N/A

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

1. Authorize the Mayor, Harry W. Rilling, to execute the Second Supplemental Project Authorization Letter to Walk Bridge Program - 301-0515NP Project, whereby the City of Norwalk will transfer funds in the amount of \$821,637.00 on November 15, 2024 and \$821,637.00 on July 1, 2025 to fund the undergrounding of utility lines on East Ave from Fort Point Street to Olmstead Place to be performed by Conn DOT.

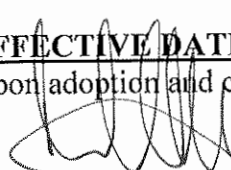
Account No. 09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 24 4021 5777 C0471
09 25 4021 5777 C0471
09 26 4021 5777 C0471

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Section 1-189 Charter of the City of Norwalk & Section 8-24 of the Connecticut General Statutes

EFFECTIVE DATE OF ACTION (if applicable):

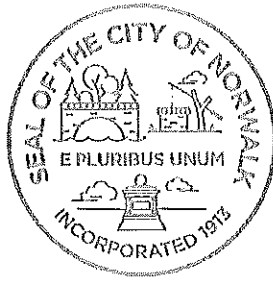
Upon adoption and compliance with Charter provisions



Signature of Person Making Request

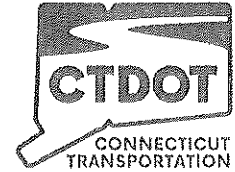
Please fill in all blanks and note if an item is not applicable.

Am ended 4/13/84



Contract Staff Summary

Department/Staff Contact	DPW Vanessa Valadares x47902
Common Council Committee	Public Works Committee
Date Approved by Committee	November 12, 2024
Purpose/Scope	Second Supplemental Project Authorization Letter to Walk Bridge Program Advance Utility Project State Project No. 0301-0515/515NP, Federal-Aid Project No. DNA Master Agreement No. 11.29-02(12)
Vendor (Indicate if new or existing vendor)	CTDOT
Term of Contract	Upon Completion
Method of Procurement (Indicate if sole source)	
Cost of Contract	\$821,637.00 on November 15, 2024 \$821,637.00 on July 1, 2025
Funding Source/Account Number	09 22 4021 5777 C0471 09 23 4021 5777 C0471 09 24 4021 5777 C0471 09 25 4021 5777 C0471 09 26 4021 5777 C0471
Additional Information/Other Details	Undergrounding of utility lines on East Ave from Fort Point Street to Olmstead Place to be performed by Conn DOT.



October 23, 2024

The Honorable Harry W. Rillings
Mayor
City of Norwalk
125 East Avenue
Norwalk, Connecticut 06851

Dear Mayor Rillings:

Subject: Second Supplemental Project Authorization Letter
Walk Bridge Program
Advanced Utility Project
State Project No. 0301-0515/515NP
Federal-Aid Project No. DNA
Master Agreement No. 11.29-02 (12)
CORE ID No. 13DOT027AA
City of Norwalk

On April 11, 2013, the State of Connecticut Department of Transportation (Department) and the City (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Second Supplemental Project Authorization Letter (PAL) is necessary to provide additional funding for increased Contract Items and Contingencies costs resulting from Construction Change Order Nos 1 through 12 and reflect decreases to Incidentals to Construction – Municipal Services. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The Department is responsible for Administration of the Construction Project.

This Construction Project is to underground utilities on East Ave, beginning at Winfield Street and ending at Olmstead Place, for a distance of approximately 1600 feet.

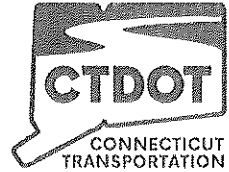
This Second Supplemental PAL incorporates an increase of One Million Six Hundred Forty-Three Thousand Two Hundred Seventy-Four Dollars and No Cents (\$1,643,274) in the total estimated Construction Project Cost.

The Department will be responsible for a portion of the cost of TTD municipal work in the amount not to exceed One Hundred Sixty-Two Thousand Forty-Six Dollars (\$162,046).

The Municipality shall be responsible for the cost of the municipal work and TTD Municipal work in the amount of Nine Million Eight Hundred Twenty-Nine Thousand Five Hundred Ten Dollars and No Cents (\$9,829,510). In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. If the cost for the project exceeds this amount, the Municipality will be informed and shall provide the additional costs.

2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546
860-594-2000

CT.GOV/DOT



The Municipalities additional Construction Project Cost will be divided into two additional demand deposits.

The sixth Demand Deposit in the amount of Eight Hundred Twenty-One Thousand Six Hundred Thirty-Seven Dollars and No Cents (\$821,637) is due to the DOT for the Municipalities share of the projected project costs. The Municipality shall receive an invoice for the Demand Deposit from the Department's Revenue accounting Unit on November 15, 2024.

The seventh Demand Deposit in the amount of Eight Hundred Twenty-One Thousand Six Hundred Thirty-Seven Dollars and No Cents (\$821,637) is due to the DOT for the Municipalities share of the projected project costs. The Municipality shall receive an invoice for the Demand Deposit from the Department's Revenue accounting Unit on July 1, 2025.

Please indicate your concurrence with the Supplemental PAL by signing below on or before November 1, 2024 and returning a copy to the Project Manager listed below at the letterhead address. Submission of the Written Acknowledgement of the PAL by hard copy, facsimile, or electronic transmission is acceptable. The Master Agreement and the Supplemental PAL will be incorporated into one another in their entirety and contain the legal and binding obligation of the Municipality with respect to the Construction Project.

If you have any questions, please contact the Project Manager, Gustavo Melo, at (475) 266-2425.

Very truly yours,

Signed by:

James A. Fallon, P.E.

James A. Fallon, P.E.

Assistant Chief Engineer

Bureau of Engineering and Construction

Enclosures

Municipality's Acknowledgement of Supplemental PAL:

Concurred By: _____ Date: _____

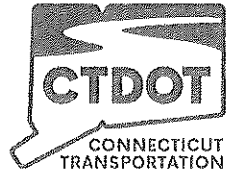
The Honorable Harry W. Rilling

Mayor

cc: Vanessa Valadares, PE, Department of Public Works, City of Norwalk

2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546
860-594-2000

CT.GOV/DOT



PAL Attachment
State Project No. 0301-0515

Estimated Construction Costs

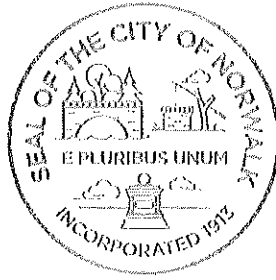
Municipality's Cost for Municipal Undergrounding and TTD Municipal Undergrounding

A. Contract Items and Contingencies.....	\$ 9,991,556 ⁽¹⁾
B. Incidentals to Construction – Municipal Services.....	\$ 0
C. Incidentals to Construction – Municipal Design Services During Construction.	\$ 0
D. Incidentals to Construction – Municipal Airport Operation Safety.	\$ 0
E. Incidentals to Construction – DOT Other Engineering Services During Construction. .	\$ 0
F. Incidentals to Construction – DOT Project Inspection Services	\$ 0
G. Total Construction Cost (A+B+C+D+E+F)	\$ 9,991,556
H. Municipality Proportionate Share of the Total Construction Cost.....	\$ 9,829,510
I. State Proportionate Share of the Total Construction Cost	\$ 162,046

⁽¹⁾Fee rounded

2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546
860-594-2000

CT.GOV/DOT



Contract Staff Summary

Department/Staff Contact DPW/Chris Torre

Common Council Committee Public Works

Date Approved by Committee

Purpose/Scope 2026 Mack Granite Plow Truck

Vendor Gabrielli Truck Sales

(Indicate if new or existing vendor)

Term of Contract N/A

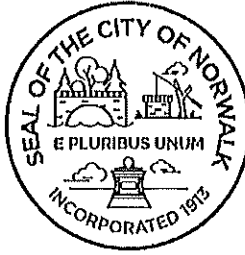
Method of Procurement Sole Source

(Indicate if sole source)

Cost of Contract \$310,139

Funding Source/Account Number 09254031-5777-C0313

Additional Information/Other Details



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 10/8/2024

DEPARTMENT: Public Works

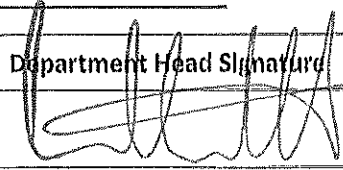
Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive quotations (§3-204), informal competitive request for proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☐	1	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☒	3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
☐	5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	6	Other, please explain:

TOTAL COST: \$310,139.00 MUNIS Account: 09254031-5777-C0313

VENDOR: Gabrielli Truck Sales

Purchasing Agent Signature		The Purchasing Agent		Department Head Signature	
Digitally signed by Sharon Conners		☒	Supports		
Purchasing Agent Name		☐	Does Not Support		
Date: 2024.10.17 11:39:53 -04'00'		☐	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Department Head Name	
				Date	

JUSTIFICATION:

The purchase of this 2026 Mack Granite Plow Truck will be the next step in our plow truck replacement and standardization plan. The City of Norwalk has been standardized on the Mack Granite chassis since 2008. Standardization has enabled Fleet Services to minimize parts inventory, reduce downtime, and increase the rate of trucks returned to service during storm events.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

Chris Stadler

From: Chris Stadler
Sent: Tuesday, August 20, 2024 2:07 PM
To: Chris Stadler
Subject: FW: Additional Deduction Information
Attachments: Proposal for CITYOFNORWALK Updated.pdf

From: Chris Stadler
Sent: Tuesday, August 20, 2024 11:45 AM
To: Halverson, Matthew <MHalverson@norwalkct.gov>
Subject: Additional Deduction Information

Mathew

Please see additional Chassis price Deduction If Chassis Only is paid in full when chassis arrives and inspected at the Body Company.

Chassis Deduct \$ 2710.00 Option

Due to the high interest rates of Floor Planning and length of time that takes the body installer to mount their equipment ,I thought you might be interested in this option.

Thank You ,

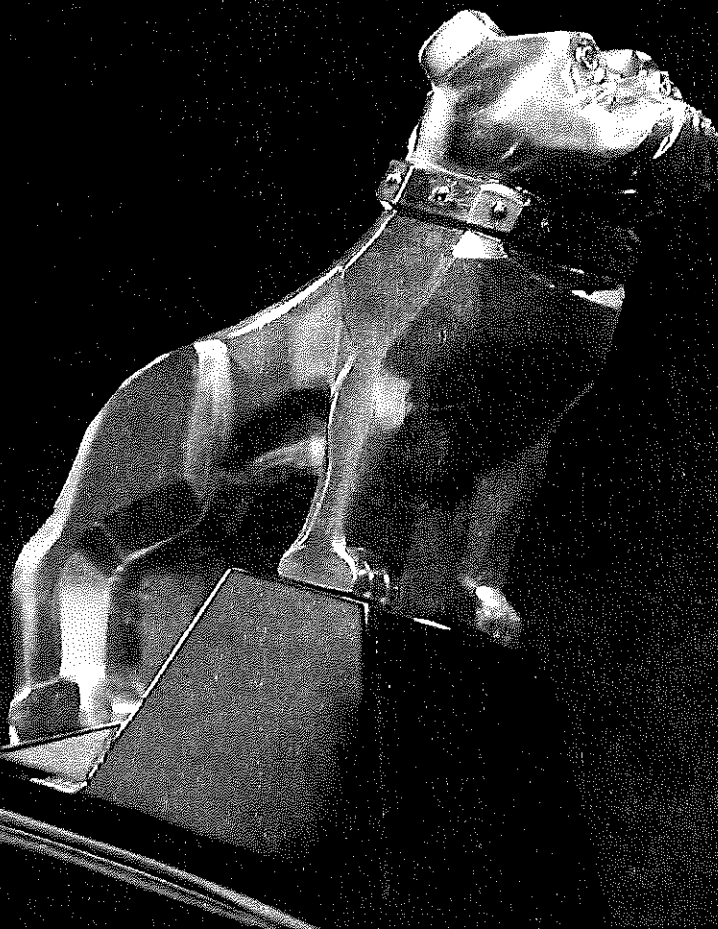
Chris Stadler
General Manager



401 Old Gate Lane
Milford , CT. 06460
(203)877-3281 ext.5121
(917)337-8832 Cell
(203) 877-0614 Fax
cstadler@gabriellitruck.com

CUSTOMER PROPOSAL

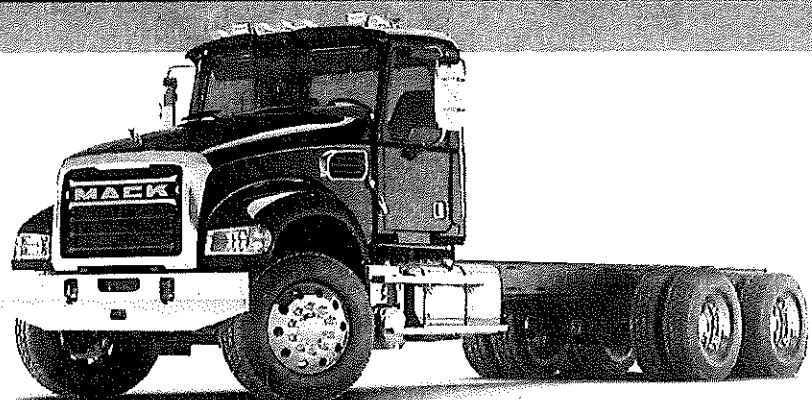
MAEK®



PREPARED FOR
CITY OF NORWALK
125 EAST AVE
NORWALK
CT 068515702
DATE
8/19/2024

PREPARED BY
GABRIELLI TRUCK SALES OF CONNECTICUT,
LL
277 NEW PARK AVE
HARTFORD
CT 06106-2049

QUOTE INFORMATION
GABR2024000173A163
GRANITE 42FR
Qty: 1





Thank you for giving us this opportunity to provide a quote.

This proposal contains the complete specification and performance details of the Mack model configured for your application. Every proposed spec from Mack is prepared with lowest total cost of ownership and highest return on investment as the key objectives for our customers.

This reflects Mack's focus on application excellence to deliver uptime and fuel economy, reduced maintenance, driver satisfaction, productivity and high resale value. The enclosed spec and recommendations have been carefully designed to meet all these objectives.

Beyond the technical specifications contained in this proposal, it's important to remember that each Mack truck is backed by Mack Connect, the industry's leading uptime and productivity solution, plus a coast-to-coast network of dealer service locations. I think that after reviewing this proposal you will realize why Mack is "The American Truck You Can Count On."

I look forward to meeting with you and to discuss any questions you might have regarding this proposal.

Yours sincerely

PREPARED FOR
CITY OF NORWALK
125 EAST AVE
NORWALK
CT 068515702
DATE
8/19/2024

PREPARED BY
GABRIELLI TRUCK SALES OF CONNECTICUT,
LL
277 NEW PARK AVE
HARTFORD
CT 06106-2949

QUOTE INFORMATION
GABR2024000173A463
GRANITE 42FR
Qty: 1

CHRIS STADLER

GABRIELLI TRUCK SALES OF CONNECTICUT, LL

PRICELIST DATE
20240812

QUOTATION
GABR2024000173A463

DATE
8/19/2024

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TECHNICAL SPECIFICATION

GRANITE 42FR



MODEL DEFINING		DESCRIPTION
S	PRICE BOOK LEVEL	2026A Pricebook
S	VOLTAGE	ELECTRICAL SYSTEM 12 VOLT

APPLICATION PACKAGES		DESCRIPTION
	CHASSIS CONFIGURATION PACKAGE	ONEBOX EATS, LH BATTERY BOX, 8.7 GALLON (33L) SLEEVED DEF, SINGLE 26" LH FUEL TANK

CUSTOMER/VEHICLE INFO		DESCRIPTION
S	CHASSIS (BASE MODEL)	GRANITE 42FR
S	ASSEMBLY PLANT	Made in Macungie, PA USA
	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
S	TYPE OF SERVICE	COMMERCIAL
S	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION
	EMISSION WARRANTY CERTIFICATION	CARB + EPA for Mack MP7 / MP8 Diesel
	Order Subject to Meeting All Mack Policies, Terms and Conditions,	Including but not Limited to Applicable CARB and/or Section 177 States' Regulation requirements
	INTENDED REGISTRATION LOCATION	CONNECTICUT
S	INITIAL REGISTRATION LOCATION	USA REGISTRATION
	BRAND ORNAMENT	BULLDOG, CHROME
S	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH
S	ROAD CONDITION	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE
	VEHICLE USE & BODY/TRAILER TYPE	SNOW PLOW FRONT MOUNTED
	TRAILER TYPE	FIXED DRAWBAR TRAILER AND CENTERED AXLES
	GROSS COMBINATION WEIGHT (CA in PC29 only)	100,000 LB (45 TONNES) GROSS COMBINATION WEIGHT
S	BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)
	TOPOGRAPHY	GRADES <3% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 8%
S	AMBIENT TEMP UPPER LIMIT	AMBIENT TEMPERATURE HOT, WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR
	OPERATING TERRAIN GRADE CONDITIONS	TURNPIKE / INTERSTATE, STARTING / OPERATING GRADES 3% MAX
S	LOADING SURFACE FACTOR	CONCRETE LOADING AND / OR UNLOADING SURFACE
	VEHICLE VOCATION	CONSTRUCTION SERVICE

ENGINE/TRANSMISSIONS		DESCRIPTION
	ENGINE / MOTOR	MP7-425C MACK 425HP @ 1500-1800 RPM (PEAK) 2100 RPM (GOV) 1650 LB-FT, US'21
S	GHG APPLICATION, VEHICLE	GREEN HOUSE GAS VOCATIONAL APPLICATION
	TRANSMISSION	4500 RDS 6 SPEED ALLISON GEN 6 W/PROGNOSTICS, WITH PTO PROVISION
S	GEARBOX 12TH GEAR LOCK-OUT	WITHOUT 12TH GEARBOX GEAR LOCK-OUT

EXHAUST/EMISSIONS		DESCRIPTION
	NOX LIMITS	CARB LEGACY / EPA (200MG/HP/HR), 50 State Idle Compliance
S	IDLE EMISSION LABEL LOCATION (CA in PC29 only)	IDLE EMISSION LABEL LOCATION, LOWER LH CORNER OF DRIVER DOOR
S	DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21
	CHASSIS MOUNTED EMISSIONS FINISH	W/O DEF COVER & STAINLESS STEEL DPF COVER
	DIESEL EXHAUST FLUID TANK	8.7 GALLON (33 L) 26" LEFT SIDE FUEL TANK MTD

PRICELIST DATE
20240812

QUOTATION
GABR2024000173A463

DATE
8/19/2024

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TECHNICAL SPECIFICATION (cont.)



EXHAUST/EMISSIONS	DESCRIPTION
EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END
EXHAUST STACK HEIGHT	9' 6" FROM GROUND
EXHAUST - BRIGHT FINISH	SINGLE, BRIGHT FINISH HEAT SHIELD, STACK
EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2025

ENGINE EQUIPMENT	DESCRIPTION
AIR CLEANER	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR CONTROLLED INSIDE-OUTSIDE AIR INTAKE
S BUG SCREEN	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER
S AIR COMPRESSOR/DRYER	WABCO HEATED SS-HP AIR DRYER W/ WABCO 636 (37.4 CFM) AIR COMPRESSOR
S AIR DRYER POSITION (CA)	AIR DRYER POSITION STANDARD
S ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE
BATTERIES	(3) MACK 12V 1000/3000 CCA THREADED STUD TYPE
S BATTERY BOX - MOUNTING (x)	LH RAIL UNDER CAB FORWARD OF FUEL TANK (3 BATTERY MAX)
BATTERY BOX COVER	POLISHED ALUMINUM
EMERGENCY START CONNECTIONS	EMERGENCY START STUDS, BATTERY BOX MOUNTED
BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE
S STARTER MOTOR	12 VOLT DELCO 39MT-MXT
ENGINE BRAKE	MACK MP7 POWERLEASH
S ENGINE BRAKE ACTIVATION	ENGINE BRAKE ACTIVATION, BASIC
S FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE
S COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO -34DEG, W/ FILTER
HOSES - RADIATOR/HEATER	SILICONE RADIATOR AND HEATER HOSES
FUEL-WATER SEPARATOR	DAVCO 387, (FLUID HTD) W/12V PREHEAT & MACK SEC FUEL FILTER
S RELOCATE FUEL FILTER (CA)	STANDARD FUEL FILTER POSITION
S ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)
OIL SUMP	CORROSION RESISTANT OIL PAN
TETHER DEV PKG, CAPS & COVERS	CAP RETAINER FOR OIL FILL & RADIATOR OVERFLOW TANK, BATTERY BOX, AND TOOL BOX (IF FURNISHED)
S EMERGENCY ENGINE STOP (CA)	WITHOUT ENGINE STOP, EMERGENCY

CLUTCH/TRANS EQUIPMENT	DESCRIPTION
GEAR SHIFTER	ALLISON DASH MOUNTED SHIFTER W/NEUTRAL TO RANGE INHIBIT (HD SERIES)
S CLUTCH ACTUATION SYSTEM & PEDAL PAD	WITHOUT CLUTCH CABLE SYSTEM
MINIMUM REQUIRED DRIVELINE SIZE (KAX)	MINIMUM REQUIRED DRIVELINE FOR KAX, PROPS-L
DRIVELINE - MAIN	MERITOR 18 MXL "XTENDED LUBE" (PROPS-L)
DRIVESHAFT MAIN U-JOINT	UNIVERSAL JOINT HALF-ROUND TYPE
S TRANSMISSION OUTPUT TORQUE	TRANSMISSION OUTPUT TORQUE BASIC
LUBRICANTS, TRANSMISSION	TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS
TRANSMISSION OIL COOLER	ALLISON 4xxx SERIES TRANSMISSION W/DIRECT MOUNT COOLER & SS COOLANT TUBES

FRONT AXLE EQUIPMENT	DESCRIPTION
S FRONT AXLE	18000# (8200 KG) MACK FXL18 STRAIGHT SPINDLE/UNITIZED BEARINGS
SPRINGS - FRONT	MACK MULTILEAF 18000# (8200 KG) GROUND LOAD RATING, EQUAL BIAS
BRAKES - FRONT	MERITOR "S" CAM TYPE 16.5" x 6" Q+

PRICELIST DATE
20240812

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DATE
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TECHNICAL SPECIFICATION (cont.)



FRONT AXLE EQUIPMENT		DESCRIPTION
	BRAKE DRUMS - FRONT	CAST IRON
S	DUST SHIELDS - FRONT	DUST SHIELDS FOR FRONT AXLE
	SLACK ADJUSTERS - FRONT	HALDEX - AUTOMATIC
	BRAKE CHAMBERS - FRONT	FRONT BRAKE CHAMBER MANUFACTURER, HALDEX
	HUBS - FRONT	FERROUS
S	FRONT AXLE LUBRICANT	FRONT AXLE LUBE, FAG NLGI2 GREASE
S	SHOCK ABSORBERS - FRONT	DOUBLE ACTING TYPE
S	STEERING	SHEPPARD SD110

REAR AXLE EQUIPMENT		DESCRIPTION
	REAR AXLE - SINGLE	30000# (13600kg) MERITOR RS-30-185 SINGLE REDUCTION
S	WIDE TRACK AXLE OPTION	W/O WIDE TRACK AXLE
S	DRIVE AXLE LUBRICANT	DRIVE AXLE LUBE, SHELL 75W90 SYNTHETIC OIL
	CARRIER - REAR AXLE	VENDOR AXLES
	TRACTION DIFFERENTIAL	INTERWHEEL DIFFERENTIAL LOCK, FRONT-REAR AXLE ONLY
	REAR AXLE RATIO	5.38 RATIO
	REAR SUSPENSION - SINGLE	30000# MULTILEAF W/HELPER NO ANTI-SWAY
	BRAKES - REAR	MERITOR CAM 16.5"x7" P BRAKES
S	BRAKE DRUMS - REAR	CAST IRON
S	SLACK ADJUSTERS - REAR	HALDEX - AUTOMATIC
	DUST SHIELDS - REAR BRAKE	DUST SHIELDS FOR REAR AXLE
	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/36 TYPE
	BRAKE ORI REAR-MOST DRIVE AXLE	DRUM BRAKE CHAMBER ORIENTATION: Middle Mount - Forward of Axle - Chamber Up
S	PARKING BRAKE CHAMBER	HALDEX "GOLD SEAL PLUS" (3" STROKE) BRAKE CHAMBERS
	HUBS - REAR	FERROUS
	ANTILOCK BRAKE SYSTEM	BENDIX WITH TRACTION CONTROL 4S4M
S	AIR SYSTEM VALVE VENDOR	BENDIX SWITCHES AND VALVES WHERE POSSIBLE

FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION
	WHEELBASE	187"
	AF (OVERHANG)	94"
	FRAME RAILS & LINERS	9.5 x 90 x 300mm - (0.37" x 3.54" x 11.81")W/ Full Liner; RBM 3,580,000 LB-IN
	FRAME-RUST PREVENTATIVE	RUST PROTECTION BETWEEN FRAME RAILS AND LINERS
	FRONT FRAME LENGTH	BUMPER POSITION EXTENDED 20" (SNOW)
S	CROSSMEMBERS	BOC AND INTERMEDIATE(S) STEEL HD BACK-TO-BACK CHANNEL
S	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER
S	TAPERED FRAME RAIL ENDS	WITHOUT TAPERED FRAME RAIL ENDS
S	FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL
S	TOWING DEVICE, FRONT	HOOKS
	TOWING DEVICE, REAR	HOOKS - FRAME MOUNTED
S	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK
	FUEL TANK - LH	72 GALLON (275 L) 26" ALUMINUM, SLEEVED D-SHAPED
S	FUEL TANK - RH	W/O RH FUEL TANK
S	FUEL LINE MATERIAL	BRAIDED HOSE
S	FUEL FILLER NECK OPTIONS	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP

PRICELIST DATE
20240812

QUOTATION
GABR2024000173A463

DATE
8/19/2024

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TECHNICAL SPECIFICATION (cont.)



FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION
	FUEL SYSTEM - DUAL	W/O FUEL LINE OPTION
S	CAB ACCESS STEPS	STANDARD 2 STEP CAB ACCESS
S	STEPS (BRIGHT) - FUEL TANK	STANDARD FINISH STEPS AND BRIGHT FINISH STRAPS

AIR/BRAKE		DESCRIPTION
S	RELOCATE AIR RESERVOIRS	W/O RELOCATED AIR TANKS
	AIR TANK DRAIN VALVE	AUTO DRAIN VALVE, HEATED, ON SUPPLY TANK, W/LANYARDS ON ALL OTHER TANKS
	AIR RESERVOIRS	ALUMINUM AIR TANK PAINTED CHASSIS COLOR
S	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM

ELECTRICAL		DESCRIPTION
	BACK-UP ALARM	ECCO BACK-UP ALARM 575 CONSTANT SOUND LEVEL 107 dB
	DASH MOUNTED SWITCHES	SIX (6) ASSIGNABLE BODYBUILDER DASH SWITCHES (5 ON-OFF, 1 MOMENTARY)
	FOG LAMPS	DASH CONTROL & WIRING, W/HOLESIZE TO ACCOMMODATE LOCAL INSTALL OF RND/RECT AUX FOG OR DRIVING
S	ROOF & SIDE MARKER LIGHTS	(5) TRUCKLITE CHROME BULLET ROOF MARKER & STANDARD MARKER / DIRECTIONAL SIGNAL
	AUXILIARY LAMPS (CA in PC29 only)	DASH CONTROL & POWER SUPPLY FOR LOCAL INSTALL OF AUX SNOWPLOW LAMPS OVERRIDE
	HEADLAMP BULB TYPE	DAYTIME RUNNING LIGHTS
	DAYTIME RUNNING LIGHTS	HEADLAMP BULB TYPE, LED
S	DRL OVERRIDE SPEED THRESHOLD	W/OVERRIDE SWITCH, PARK BRAKE ACTIVATED
	TAIL LAMPS	DRL OVERRIDE SPEED THRESHOLD 8 KMPH (5 MPH)
	WORK LIGHTS - CHASSIS MOUNTED	LED TYPE TAIL LAMP MODULE MTD BELOW REAR CROSSMEMBER
		RH/LH LED WORK LIGHT (STEPS & GROUND) ON BOTH SIDES TRUCK

TRAILER CONNECTIONS		DESCRIPTION
	TRAILER ELECTRICAL RECEPT	SINGLE 7 PINS STD SAE TYPE, END OF FRAME

PTO		DESCRIPTION
	PTO - CONTROL	TRANSMISSION PTO SWITCH AND LIGHT WITH WIRING AND PIPING FOR LOCAL INSTALLATION
S	BODY BUILDER INTERFACE	BODY LINK III W/CAB PASS-THRU

SPECIALTY EQUIPMENT		DESCRIPTION
S	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM
S	DATA CAPTURE	WITHOUT DATA CAPTURE
S	SURVEILLANCE CAMERA OPTIONS (CA)	WITHOUT CAMERA

CAB INTERIOR (A THRU G)		DESCRIPTION
S	SPEEDOMETER -&- GAUGES - UNIT(S) OF MEASURE	U.S. UNITS (PREDOMINANT)
	GAUGE OIL TEMP-REAR AXLE	REAR AXLE OIL TEMP GAUGE IN DID (DRIVER INFORMATION DISPLAY)
	AUX.INCAB PNEUMATIC LINE	AUX. INCAB PNEUMATIC LINE CLEANOUT
S	CLIMATE UNIT	ELECTRONIC CONTROLLED CLIMATE CONTROL AIR CONDITION
S	CUPHOLDER	CUPHOLDER
S	DOME LAMP, INTERIOR	(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED
S	DASH INDICATOR - LAMP BODY OUT OF POS	DASH MTD, INDICATOR BODY/HOIST UP "BODYBUILDER LAMP"

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TECHNICAL SPECIFICATION (cont.)



CAB INTERIOR (A THRU Q)		DESCRIPTION
	FIRE EXTINGUISHER	5LB (ABC RATED) MOUNTED BETWEEN DRIVER SEAT BASE AND DOOR VALVE AIMED REARWARD
S	FLOOR COVERING	POLYURETHANE FLOOR MAT WITHOUT REMOVABLE INSERTS

CAB INTERIOR (H THRU R)		DESCRIPTION
S	INSTRUMENT CLUSTER LANGUAGE	DEFAULT: ENGLISH, SPANISH, FRENCH
S	KEY TYPES FOR DOORS	ALL CHASSIS KEYED AT RANDOM
S	KEYLESS ENTRY	W/O ELECTRONIC KEYLESS ENTRY
S	OVERHEAD CONSOLE	(2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS
	RADIO/RADIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH, SIRIUS/XM SATELLITE
S	RADIO - ANTENNA	RADIO ANTENNA, CAB MOUNTED BEHIND LH DOOR
S	AUDIO SHUTOFF	AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE
S	RADIO - BINDING POSTS FOR CB	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE
S	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL
S	RADIO - CB RADIO MOUNTING	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE
S	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR
	REFLECTOR KIT	EMERGENCY REFLECTOR KIT MOUNTED PARALLEL & CENTERED AGAINST BOC

CAB INTERIOR (S THRU Z)		DESCRIPTION
S	INTERIOR TRIM LEVELS	COMFORT TRIM PACKAGE, STEEL GRAY (Package 11A)
S	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 1 CHAMBER AIR LUMBAR
S	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - BLENDED BLACK & GREY VINYL
	SEAT - PASSENGER'S	MACK-FIXED, HIGH BACK, W/ STORAGE BOX
S	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - BLENDED BLACK & GREY VINYL
	SEAT ARM REST(S)	INBOARD MOUNTED ARM REST, DRIVER'S SEAT ONLY
	SEAT BELT(S)	LAP & SHOULDER HEIGHT ADJUSTMENT D-RING SEATBELT RH/LH ORANGE IN COLOR
S	SEAT BELT WARNING INDICATOR	SEAT BELT REMINDER IN INSTRUMENT, WITH AUDIO
S	STARTER SWITCH	KEY TYPE
	STEERING WHEEL	2 SPOKE URETHANE GRIP, GUNMETAL SPOKES, W/O SWITCHES
S	WINDSHIELD TYPE	TWO PIECE WINDSHIELD
	CAB GLASS	HEATED TINTED WINDSHIELD, GUARDIAN ENHANCED PROTECTIVE REAR GLASS W/SAFEFLEX; 50% TRANSMITTANCE
	WINDSHIELD WASHER	WINDSHIELD WASHER RESERVOIR INSTALLED BOC
	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE & ARCTIC WIPER BLADES

CAB EXTERIOR		DESCRIPTION
S	HOOD LATCH TYPE & FINISH	STRAP TYPE HOOD LATCH WITH BLACK FINISH
S	EXTERIOR TRIM FINISH AND PACKAGES	GRANITE BRIGHT AIR INTAKE
	GRILLE	BRIGHT FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED
S	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR
	GRAB HANDLES	BF EXTERIOR CAB GRAB HANDLES, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST
	HORN - AIR	(2) MACK RECTANGULAR SINGLE TRUMPET, BRIGHT FINISH ALUMINUM W/SNOW SHIELDS
S	HORN - ELECTRICAL	DUAL TONE
	MIRRORS - EXTERIOR	FLAT MIRROR - POLISHED ALUMINUM FINSH, HEATED, W/O LAMPS

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CAB EXTERIOR	DESCRIPTION
MIRRORS - CONVEX TYPE CAB DOORS	BRIGHT FINISH, LH & RH, 8" DIAMETER HEATED CONVEX
SUN VISOR - EXTERIOR	SUN VISOR, EXTERIOR, FIBERGLASS (PAINTED)

AERODYNAMIC DEVICES	DESCRIPTION
S CAB AERODYNAMIC PACKAGES	WITHOUT CAB AERODYNAMIC DEVICES
S FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS

WHEELS & TIRES	DESCRIPTION
TIRES BRAND/TYPE - FRONT	315/80R22.5 L BRIDGESTONE M870 (20000 lbs) (Total for QTY = 2)
WHEELS - FRONT	22.5x9.00 ACCURIDE 29300x WHITE POWDER COAT STEEL, 7.00" OFFSET, 5 HAND HOLE (Total for QTY = 2)
TIRES BRAND/TYPE - REAR	12R22.5 H BRIDGESTONE M863 (27120 lbs) (Total for QTY = 4)
WHEELS - REAR	22.5x8.25 MAXION 91541x WHITE POWDER COAT STEEL, 6.62" OFFSET, 2 HAND HOLE (Total for QTY = 4)
S VALVE STEMS & CAPS	STANDARD VALVE STEMS AND CAPS
S FRONT HUB/WHEEL TRIM	WITHOUT FRONT HUB/WHEEL TRIM
S REAR HUB/WHEEL TRIM	WITHOUT REAR HUB/WHEEL TRIM
WHEEL GUARDS - FRONT	PROTECTIVE NYLON SPACER BETWEEN DISCS WHEEL TO DRUM
WHEEL GUARDS - REAR	PROTECTIVE NYLON SPACER BETWEEN DISCS WHEEL TO DRUM
S WHEEL NUT & FINISH - FRONT (CA)	WHEEL NUT BASIC FINISH, FRONT
S WHEEL NUT & FINISH - REAR (CA)	WHEEL NUT BASIC FINISH, REAR

COMMUNICATION SYSTEMS	DESCRIPTION
S CO-PILOT - DISPLAY FEATURES ACCESS LEVEL	CO-PILOT DISPLAY, DRIVER ACCESS LEVEL 1
S TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES

ENGINE/ELECTRONICS	DESCRIPTION
S SHUTDOWN-ENG.OIL PRESSURE	OIL PRESSURE, ENGINE SHUTDOWN
SHUTDOWN-ENG.COOLANT LVL.	COOLANT LEVEL ENGINE SHUTDOWN
S SHUTDOWN-ENG.COOLANT TEMP	COOLANT TEMP, ENGINE SHUTDOWN
S ENG /OIL TEMP SHUTDOWN	ENGINE PROTECTION (SHUTDOWN)
S LOW IDLE ENGINE RPM	IDLE CONTROL, 600 RPM
S IDLE RPM UP W/LOW VOLTAGE	INCREASE 10 MINUTE MAXIMUM TIME
S IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED
S IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME
S IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY
S IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY
S IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE
S IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT
S IDLE S/D OVERRIDE %ENGINE LOAD	IDLE SHUTDOWN OVERRIDE UPTO 20% ENGINE LOAD THRESHOLD
S AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)
S AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)
S EHT, MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KM/H (10 MPH)
EHT, MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM
S EHT, MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM
S EHT, SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC

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TRANSMISSION ELECTRONICS		DESCRIPTION
S	SHUTDOWN-TRANS. TEMP.	TRANS. PROTECTION, ENGINE SHUT DOWN (HIGH TEMP.)
	TRANSMISSION ELECTRONICS PACKAGE	DUMP/VOC/PLOW(223) - ALLOWS TRUCK TO BE PUT IN GEAR W/O SERVICE BRAKE (FOR PAVING) (4TH GEAR LIMIT S
	TRANSM AUTO NEUTRAL ON P-BRAKE	ALLISON PARK BRAKE AUTO NEUTRAL-REQUIRES PARK BRAKE TO BE DISENGAGED PRIOR TO SELECTING A GEAR TO DR
	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	W/O ALLISON FUELSense 2.0 PROGRAMMING

VEHICLE ELECTRONICS		DESCRIPTION
S	ROAD SPEED LIMIT (RSL)	105 KM/H ROAD SPEED LIMITER (65MPH)
	PEDAL SPEED LIMITER	105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)
S	CRUISE CONTROL	CRUISE CONTROL
S	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)
S	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)
S	ENG BRAKE ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED
	DIFF LOCK SPEED LIMIT	DIFFERENTIAL LOCK ROAD SPEED LIMIT 24KMH (15MPH)
	MAXIMUM ENG SPEED AT 0 MPH	1950 MAXIMUM ENGINE SPEED AT 0 MPH
S	SPEED SENSOR TAMPERING DETECTION	DETECTION OF SPEED SENSOR TAMPERING, ENABLE
S	PWR.LIMIT LVL.-MPH SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED
S	DRIVER PERFORMANCE & BONUS PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS
S	DATAMAX ENGINE OVERSPEED-COMPANY	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM
S	DATAMAX ENGINE OVERSPEED-FUEL	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM
S	DATAMAX VEHICLE OVERSPEED-ALL	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)
S	DATAMAX VEHICLE OVERSPEED-FUEL	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)
S	DATAMAX IDLE LOG DELAY	ENGINE IDLE DELAY TO START LOG, 2 MIN
S	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH

PTO ELECTRONICS		DESCRIPTION
S	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM
S	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC
S	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM
S	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM
S	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM
S	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC
S	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM
S	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM

PAINT		DESCRIPTION
S	PAINT DESIGN	SINGLE COLOR
S	PAINT TYPE	SOLID PAINT
	PAINT COLOR - FIRST COLOR	SHAMROCK GREEN; L6694
S	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR

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PAINT	DESCRIPTION	
S	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR
S	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT
S	CAB COLOR	SAME AS FIRST COLOR - CAB
S	HOOD COLOR	SAME AS FIRST COLOR - HOOD
	SUN VISOR COLOR	SAME AS FIRST COLOR - SUN VISOR
S	SLEEPER ROOF COLOR	WITHOUT SLEEPER ROOF COLOR
S	ROOF FAIRING COLOR	WITHOUT ROOF FAIRING
S	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE); P3036
S	BUMPER	PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR
S	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED In the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT
S	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR
S	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR

CALCULATED CODES - KAX	DESCRIPTION	
S	PROPCALG SELECTION	YES, THE ORDER MUST BE CALCULATED
	AUTO ROUTING & CLIPPING, CENTER	AUTOMATIC ROUTING & CLIPPING PLACEMENT, CENTER SECTION

BASE WARRANTY & PURCHASED COVERAGES	DESCRIPTION	
S	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION
S	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)
	EMISSION - SURCHARGE	CARB + EPA for Mack MP7 / MP8 Diesel
	ENGINE WARRANTY	MACK MP7/MP8 BASE CARB EMISSION COVERAGE 60 MONTHS / 350,000 MILES
	EMISSION COMPONENT COVERAGE	US and CANADA CARB EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/350,000 MILES
	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data)
	CARRIER & AXLE HOUSING WARRANTY	STANDARD VENDOR NORMAL / HEAVY DUTY COVERAGE 36 MONTHS/350,000 (563,00 KM)
S	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE
S	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES
S	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)

CONNECTED SERVICES	DESCRIPTION	
S	MACK INTEGRATED UPTIME	MACK INTEGRATED UPTIME - 24 MONTHS
	MACK CONNECT LOCATION & REPORTING	MACK CONNECT LOCATION & REPORTING - 24 MONTHS
S	FLEET INTEGRATION	WITHOUT FLEET INTEGRATION
S	PARTNERED SERVICES	NO PARTNERED SERVICES PROVIDED

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PRICING SUMMARY
GRANITE 42FR

Final Unit Sales Price	\$ 159,583.00
Deal Size (Units)	1
EXTENDED DEAL SALES PRICE	\$ 159.583.00

Pricing Comments

Model Year 2026 Mack Granite Chassis \$ 159,583.00
Equipment provided by Equipment Specialist \$ 150,556.00 plus selected options

Total Package \$ 310,139.00 per completed unit

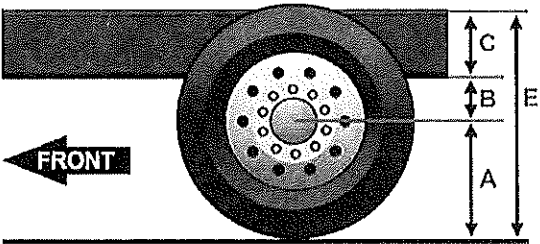
Please note: Due to the Allison Transmission 4500 RDS shortages scheduled built dates can be affected.

Additional If the Chassis is paid in full when Chassis arrives at the Body Company
Deduct \$ 2710.00 from the Chassis Unit Price.

CITY OF NORWALK	DATE	GABRIELLI TRUCK SALES OF CONNECTICUT, LL	DATE
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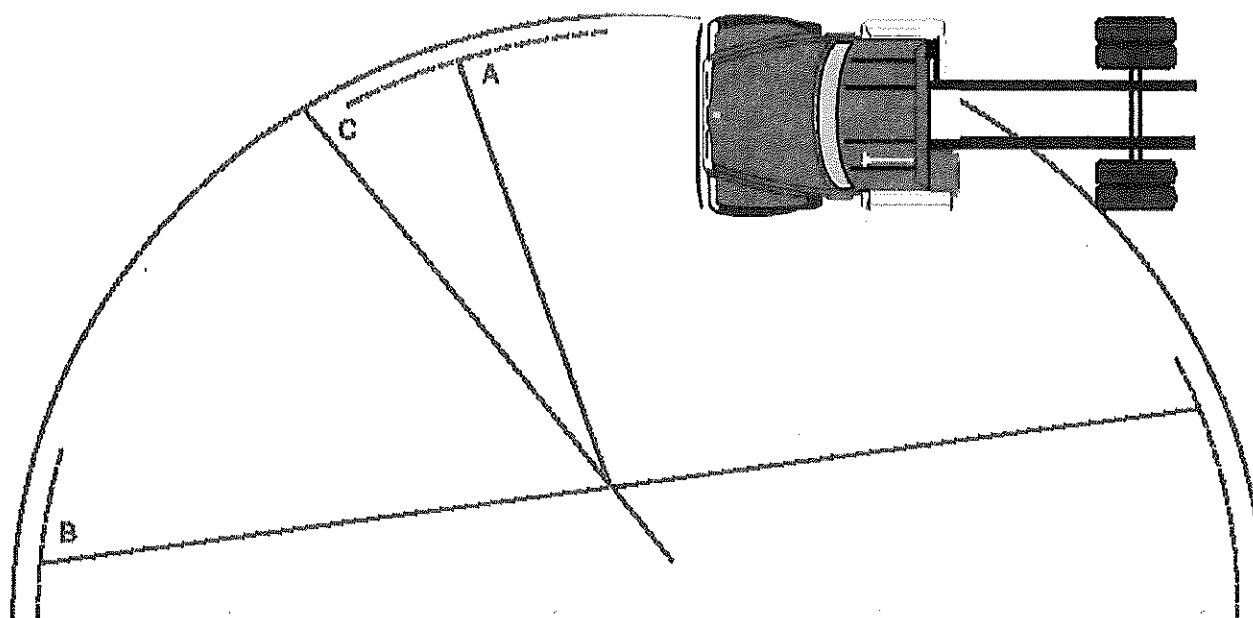


VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY					
Description	Vehicle Code	Design Code	Height		
			Original	Loaded	Empty
Tire Radius	9011458	A	21.5	19.5	INCHES
Suspension Height	2601035	B	12.0	9.1	INCHES
Frame Depth	FRAME300	C	11.8	11.8	INCHES
Total Height	N/A	E	45.4	40.4	INCHES



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

Description	SAE Code	Designation	Length	Unit
SAE Turning Radius	N/A	A'	28.8	FEET
Adjusted Turning Radius	N/A	A	29.3	FEET
Curb-to-Curb Diameter	N/A	B	59.7	FEET
Wall-to-Wall Diameter	N/A	C	65.1	FEET



Tests have shown that the true location of the turning center is further to the rear than midway between drive axle sets (where applicable)

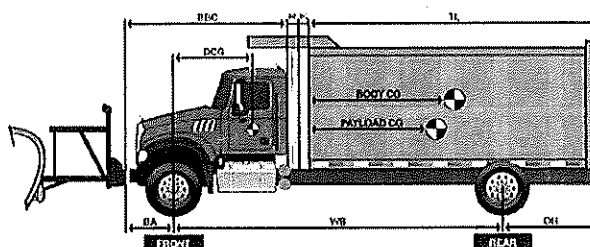
The actual location of the turning center depends on:

- Whether the drive tire equipment is single or dual.
- The overall load distribution for the vehicle (front/rear, between drive axles) in a loaded condition
- Manufacturing tolerances within the steering components



Description	Parameter	Value	Unit
Driver(s) & Equipment Weight		201	LB
Total Body Length	TL	16.4	FEET
Body Tare Weight		3501	LB
Front of Body to Body CG	BODY CG	96.0	INCHES
Additional Clearance from Back of Exhaust to Front of Body	BC	6.0	INCHES

VEHICLE SPECIFICATION SUMMARY				
Description	Parameter	Value	Length	Unit
Bumper to Front Axle	N/A	BA	29.0	INCHES
Wheelbase	N/A	WB	187.4	INCHES
Rear Overhang	N/A	OH	94.3	INCHES
Bumper to Back of Cab	N/A	BBC	116.5	INCHES
BOC Exhaust Space	130AD7	N/A	0.0	INCHES
Driver CG from Front Axle	N/A	DCG	70.9	INCHES



CALCULATED PERFORMANCE SUMMARY				
Tare Weight	Front Axle	Rear Axle (G)	Total	Unit
Chassis	9233	6782	16015	LB
Driver(s) & Equipment Weight	125	76	201	LB
Fuel	318	176	493	LB
Body/Trailer	-40	3542	3501	LB
Total Tare	9635	10574	20209	LB
Payload				
First Body Payload	-287	25200	24912	LB
Total - Lift Axles Down	9347	35774	45121	LB
GAWR	18000	27121	100000	LB

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VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Subcategory	Sales Code	Sales Description	Value	Unit
Front Axle	2401500	18000# (8200 KG) MACK FXL18 STRAIGHT SPINDLE/UNITIZED BEARINGS	18000	LB
Front Suspension	2442002	MACK MULTILEAF 18000# (8200 KG) GROUND LOAD RATING, EQUAL BIAS	18000	LB
Front Tires	9001415	315/80R22.5 L BRIDGESTONE M870 (20000 lbs)	20000	LB
Front Wheels	5311506	22.5x9.00 ACCURIDE 29300x WHITE POWDER COAT STEEL, 7.00" OFFSET, 5 HAND HOLE	20000	LB
		Front GAWR	18000	LB
Rear Axle	2522025	30000# (13600kg) MERITOR RS-30-185 SINGLE REDUCTION	30000	LB
Rear Suspension	2601035	30000# MULTILEAF W/HELPER NO ANTI-SWAY	30000	LB
Rear Tires	9011458	12R22.5 H BRIDGESTONE M863 (27120 lbs)	27121	LB
Rear Wheels	3462742	22.5x8.25 MAXION 91541x WHITE POWDER COAT STEEL, 6.62" OFFSET, 2 HAND HOLE	29800	LB
		Rear GAWR	27121	LB
		Truck GVWR	45121	LB
		Gross Combination Weight Rating	100000	LB
		Tax Value GVWR (USA FET Only)	48000	LB

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MACK[®]



Mack Trucks
www.macktrucks.com



EQUIPMENT SPECIALISTS

180 Roberts Street, East Hartford CT
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CT.com

August 9, 2024

GABRIELLI
ATTN: Chris Stadler

REF: NORWALK

TENCO 12M STAINLESS STEEL

We are Pleased to Quote the Following:

- ❖ **Chassis MUST HAVE 48" of Clear Frame Rail Behind Cab (as much as Possible) for Spinner Assy & Valve/Tank Mounting. Relocating of Components Interfering in Installation will be Billed at Shop Rate of \$197 per Hour**
- ❖ **Chassis Must Have factory option switches, 6-Minimum preferred**
- ❖ **Minimum 44,000 GVW Six (6) Wheel Cab & Chassis**
- ❖ **100" cab to axle measurement**
- ❖ **Allison 3000 or Higher Transmission**
- ❖ **INTEGRAL Front Frame Extensions**
- ❖ **Three (3) Indicator lights for body up, gate open and low oil**
- ❖ **Snow Plow Prep Package for Plow Lights**
- ❖ **Air and Electric to Rear**
- ❖ **Electric Trailer Brake Prep Package in cab**
- ❖ **Ground speed output for electronic sander control**
- ❖ **Clear Framerrail 48" Back of Cab BOTH Sides**
- ❖ **PTO switch in dash and wired to right side of transmission for Chelsea HOT shift PTO.**

Equipment Package to include the following:

BODY:

- **Tenco 12M-10-SS All Season Body**
- **Body Construction 3/16" 304# Stainless Steel**
- **Hardox 450 205,000 Psi Floor, & Chain Cover**
- **Stainless Steel Removable Conveyor System**
- **Stainless Steel Hydraulic Body Lines**
- **6.0 Cubic Yard Capacity Level**
- **Three (3) Section Bolt-On Pillow Block Floor Hinge**
- **Mailhot CS-90 Stage Telescopic Main Dump**
- **30" Cabshield Fully reinforced**
- **Open Understructure With 3" C-Channel**
- **Entire Body Grease Manifold**
- **SS FOLD-UP Ladder On Left Side Driverside**
- **3/16" Six Panel Air-Tailgate**

- Bolt-on Apron
- Grease Actuators For Chain Tensioning
- Poly Discharge Chute Chassis-Mount
- 16" Poly Spinner
- 3-1/2" X 22" Side Dump Cylinders 19 Ton Capacity
- Poly Fenders Over Rear Wheels
- Front & Rear Mud Flaps With Anti-Sail On Stainless Steel Brackets
- Additional Flap In Front Of Discharge Chute
- Center Flap To Protect Brake Chambers With Stainless Steel Brackets
- Conspicuity Tape & Safety Stickers As Required
- Shovel Holder With Snap Pin
- Wheel Chock Holder With Chocks

PLOW FRAME:

- Plow Frame With 4" X 10" Da Lift Cylinder And Multiple Push Point
- 5/8" Cheek Plates
- Plow Relief Circuit For Ease Of Plow Disconnect

PLOW:

- MONROE PLOW MP44R11-ISTT-MB1
- 44" HIGH, 11' LENGTH
- 10 GAUGE ROLL-FORMED MOLDBOARD
- (6) 1/2" X 4" TAPERED, ONE-PIECE, FLAME-CUT RIBS
- RIGHT HAND MAILBOX CUT
- 2" X 3" X 3/8" TOP ANGLE, 4" X 4" X 1/2" UPPER BOTTOM ANGLE, 3/4" BOTTOM ANGLE
- (6) NON-ADJUSTABLE 3/4" TORSION SPRING ASSEMBLIES FOR A 3-SECTION TRIP-EDGE
- "MUNICIPAL STYLE" PUSHFRAME
- (2) 3" X 16" SINGLE-ACTING REVERSE CYLINDERS
- TWO CHAIN LIFT
- SNOW DEFLECTOR INSTALLED
- 5/8 X 8 CUTTING EDGE
- MOLDBOARD & PUSH-FRAME TO BE 100% CONTINUOUSLY WELDED
- 4 POINT ATTACHMENT
- POWDER COATED MOLDBOARD ORANGE
- POWDER COATED PUSHFRAME BLACK
- PARKING JACK
- 30.5" PIN-IN CENTERS

HYDRAULIC SYSTEM:

- 37 Gallon Hydraulic Reservoir With Sight/Temp Gauge
- Hydraulic Filter With Indicator
- Low Oil Alert Light
- 2" Ball Valve Shut-Offs
- Suction Line Strainer
- 75cc Variable Displacement Pump
- Hot-Shift Wet-Spline PTO Via Allison 3000 Series & Chassis-Supplied Switch
- CERTIFIED SAUER DAN FOSS Five (5) Bank Electro-Proportional Load Sense Valve System
- CIRUS UNI-GRIP Joystick Control For Body, Load Cover, And Plow Functions, Mounted On Custom Reinforced Tower

- Upright Valve Body W/Stainless Steel Valve Enclosure
- CIRUS SPREAD SMART RX Spreader Control
- Stainless Steel Hydraulic Manifold & ½" Stainless Steel Piping Throughout Utilizing Short Lengths Of Hose & Swivel Fittings

ELECTRICAL:

- Body LED ICC Lighting
- LED Spinner Light With In Cab Switch
- LED Load Light With In Cab Switch
- Heated LED Plow Lights Mounted On Stainless Steel Brackets Utilizing Chassis Plow Light Circuitry
- Whelen NEL5 Lighting Two (2) Front Amber Strobes In Cab Shield
- Whelen NEL5 Lighting Rear Cornerpost GreenAmber Strobe; S/T/T; & Reverse
- Whelen Rear Snow-Away Lens
- Allied Lighting To Be Tied Into Factory Aux Switches
- PTO To Be Switch To Be Chassis-Supplied

LOAD COVER & PINTLE ASSEMBLY:

- ALC Hydraulic Load Cover
- ¾" Rear Plate With 30 Ton Pintle, Gladhands, And 7 Way Rv Electrical Plug

MISCELLANEOUS EQUIPMENT:

- Poly Fenders
- Body Natural Stainless With Black Under
- Black Enamel Applied To Plow Frame, Pintle Assy, & Body Understructure
- Complete Package Installed & Operational On Chassis With Front Frame Extension And 100" CA

FOB: E. HARTFORD, CT..... \$ 150,556.00

OPTIONS:

A. ARMOURSEAL BODY AND CHASSIS (UNDER).....	\$ 3600.00
B. DUAL REAR LED SPOTS.....	\$ 460.00

QUOTE VALID: 30 DAYS

Respectfully Submitted,



Glenn Slade – Sales Consultant
Equipment Specialists

Housing Authority of the City of Norwalk

MEMO

TO: Darin Callahan, Assistant Corporate Counsel, City of Norwalk

CC: Robert Stowers, Director, Department of Recreation & Parks
Tom Livingston, Chief of Staff, Mayor's Office
Adam Bovilsky, Executive Director, Norwalk Housing Authority

FROM: Lisa Endo, VP of Development, Sound Communities

DATE: November 4, 2024

SUBJECT: Use of Meadow St Park

The Norwalk Housing Authority (NHA) and its subsidiary, Sound Communities, Inc., are working to redevelop the public housing complex at 45 Meadow Street, Norwalk ("Meadow Gardens"). The existing structures will be demolished and a new affordable housing property will be developed. The original public housing tenants will be invited to return to the new property.

Demolition is expected to take place from approximately November 2024 to March 2025. New construction is expected to take place from approximately April 2025 to November 2026. The General Contractor who has been procured for this work is A.P. Construction.

NHA is requesting temporary use of the basketball court within the "pocket park" located on Meadow Street, adjacent to Meadow Gardens. This is a City-owned park that is planned to be transformed into a micro forest.

Specifically, A.P. Construction intends to set up its mobile office in a trailer with temporary above ground electrical power connections on the asphalt basketball court. The contractor also intends to allow its staff to park on the basketball court. The contractor needs this space because Meadow Gardens is a steep hill and lacks flat land to place the trailer during the demolition phase.

Use of the park will end on or before September 1, 2025. The contractor has met with the Parks Department to discuss the logistics and timeline. NHA and the contractor intend to adhere to the City's insurance requirements and enter into a use agreement that indemnifies the City. Additionally, NHA and the contractor intend to demolish the basketball court on behalf of the City.

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

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



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



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



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

PUBLIC HEARING AGENDA

- I. ROLL CALL**
- II. PUBLIC HEARING**
 - A. Chapter 9 - Administration, Article IX - Reapportionment Advisory Committee, Section 9-32 - Districts Established**
 - B. Reapportionment Advisory Committee's Proposed Plan, Map and Letter**
- III. PUBLIC HEARING DISCUSSION**
- IV. ADJOURNMENT**

Legal Notice of Public Hearing

Notice is hereby given that the Common Council will hold a Public Hearing (via Regular Meeting) on Tuesday, November 12, 2024 at 7:30 p.m. by way of for the purpose of discussing and voting on Chapter 9 - Administration, Article IX - Reapportionment Advisory Committee, § 9-32. Please check the Common Council agenda for additional details and instructions about how to attend this Public Hearing by way of videoconference/teleconference.

Notice is hereby given that the Common Council will hold a Public Hearing (via Regular Meeting) on Tuesday, November 12, 2024 at 7:30 p.m. by way of for the purpose of discussing and voting on Reapportionment Advisory Committee's Proposed Plan, Map and Letter. These documents can be accessed as follows: <https://www.norwalkct.gov/DocumentCenter/View/34478/Redistricting-ProposedPlanMapLetter?bidId=>

§ 9-32. Districts Established.

The 2024 Five-District Plan which realigns the districts of the City of Norwalk in accordance with the requirements of Law, which plan is incorporated herein by reference, is hereby approved and adopted.

- A. Operative Effect.** The plan shall be operative on January 1, 2025 for the sole purpose of facilitating the administration of the nomination and elections for candidates for the Council members in the 2025 Municipal General Election and for Board of Education members in the 2027 Municipal General Election.
- B. Effective Date.** The effective date for 2024 Five-District Plan shall be;
 - (1) January 1, 2026 for members of the Council;
 - (2) January 1, 2028 for members of the Board of Education elected by district; and,
 - (3) Thereafter shall remain in full force and effect until further revised following the next decennial census.
- C. Interim Vacancies.** Any appointments for vacancies on the Council and Board of Education prior to the effective date shall be filled as set forth in the Charter in accordance with the district lines in effect prior to the effect of the 2024 Five-District Plan.
- D. District Boundaries.** The Districts are established, as follows:

District A

Starting at Riverside Avenue & New Canaan Avenue & Ponus Avenue
 East along New Canaan Avenue to Norwalk River
 North along Norwalk River to Broad Street
 East along Broad Street to Main Street
 South along Main Street to Ward Street
 Southeast along Ward Street to Random Road
 Northeast along Random Road to Buttonball Trail
 Southeast along Buttonball Trail to Jarvis Street
 Northeast along Jarvis Street to West Rocks Road
 Southeast along West Rocks Road to Glendenning Street
 East along Glendenning Street to East Rocks Road
 North along East Rocks Road to Lane Road
 South along Lane Road to Cannon Street
 East along Cannon Street to Newtown Avenue
 North along Newtown Avenue to Roosevelt Street
 East along Roosevelt Street to Dry Hill Road
 South along Dry Hill Road to Westport Avenue
 Southwest along Westport Avenue to East Avenue
 South along East Avenue to Moodys Lane
 West along Moodys Lane and continuing west to the east shore of Norwalk River
 South along Norwalk River to 1-95
 West along 1-95 to Crescent Street overpass
 North along Crescent Street to a point due east of the Lockwood-Mathews Mansion Museum
 Due West to Connecticut Avenue
 Southwest along Connecticut Avenue to Clinton Avenue
 Northwest along Clinton Avenue to Phillips Street
 Southwest along Phillips Street to Ferris Avenue
 Northwest along Ferris Avenue to Benedict Street
 Southwest along Benedict Street to North Taylor Avenue
 Northwest and north along North Taylor Avenue to Fillow Street
 Northwest along Fillow Street to Stepping Stone Road
 North on Stepping Stone Road to Maher Drive
 North along Maher Drive to Eleanor Lane
 Northeast along Eleanor Lane to Beau Street
 Southeast along Beau Street to Ingleside Avenue
 East along Ingleside Avenue to Spring Hill Avenue
 North along Spring Hill Avenue to Ponus Avenue
 East along Ponus Avenue to Riverside Avenue & New Canaan Avenue & Ponus Avenue

District B

Starting at Wilson Avenue & Martin Luther King Drive
 North along Martin Luther King Drive to Taft Street
 West along Taft Street and continuing west to Conrail Railroad
 South along Conrail Railroad to a point east of Riordan Street
 West to Riordan Street
 West along Riordan Street to Bouton Street
 North along Bouton Street to Glasser Street
 North along Glasser Street to Soundview Avenue
 Northeast along Soundview Avenue to Arbor Drive
 North along Arbor Drive to Flax Hill Road
 West along Flax Hill Road to Woodlawn Avenue
 North along Woodlawn Avenue to McAllister Avenue
 West along McAllister Avenue to Richmond Hill Road
 North along Richmond Hill Road to Senga Road
 West along Senga Road to Scribner Avenue
 Northeast along Scribner Avenue to West Cedar Street
 Northeast along West Cedar Street to North Taylor Avenue
 South along North Taylor Avenue to Connecticut Avenue
 Northeast along Connecticut Avenue to a point due west of the Lockwood-Mathews Mansion Museum
 Due east to Crescent Street
 South along Crescent Street to 1-95 overpass
 East along 1-95 to Norwalk River

South along Norwalk River to New Canaan Avenue
 West along New Canaan Avenue to Ponus Avenue
 West along Ponus Avenue to Spring Hill Avenue
 South along Spring Hill Avenue to Ingleside Avenue
 West along Ingleside Avenue to Beau Street
 Northwest along Beau Street to Eleanor Lane
 Southwest along Eleanor Lane to Maher Drive
 South along Maher Drive to Stepping Stone Road
 South along Stepping Stone Road to Fillow Street
 West along Fillow Street to Hunters Lane
 North along Hunters Lane to Ponus Avenue
 West along Ponus Avenue to Styles Lane
 Northeast along Styles Lane to Glen Pines Lane
 North along Glen Pines Lane to Glen Avenue
 North along Glen Avenue to New Canaan Avenue
 West along New Canaan Avenue to Carter Street
 North along Carter Street to city boundary
 North, east, and south along city boundary to Murray Street
 West along Murray Street to Newtown Avenue
 South along Newtown Avenue to Newtown Avenue & Cannon Street

District E

Starting at Stepping Stone Road & Fillow Street
 Southeast along Fillow Street to North Taylor Avenue
 South along North Taylor Avenue to Benedict Street
 Northeast along Benedict Street to Ferris Avenue
 Southeast along Ferris Avenue to Phillips Street
 Northeast along Phillips Street to Clinton Avenue
 Southeast along Clinton Avenue to Connecticut Avenue
 West along Connecticut Avenue to North Taylor Avenue
 North along North Taylor Avenue to West Cedar Street
 Southwest along West Cedar Street to Scribner Avenue
 Southwest along Scribner Avenue to Senga Road
 East along Senga Road to Richmond Hill Road
 South along Richmond Hill Road to McAllister Avenue
 East along McAllister Avenue to Woodlawn Avenue
 South along Woodlawn Avenue to Flax Hill Road
 East along Flax Hill Road to Arbor Drive
 South along Arbor Drive to Soundview Avenue
 Southwest along Soundview Avenue to Glasser Street
 South along Glasser Street to Bouton Street
 South along Bouton Street to Riordan Street
 East along Riordan Street, then continuing east to Conrail Railroad
 North along Conrail Railroad to a point west of Taft Street
 East to Taft Street
 East along Taft Street to Martin Luther King Drive
 South along Martin Luther King Drive to Wilson Avenue
 Northeast on Wilson Avenue to a point west of the northern tip of the inlet
 East to northern tip of inlet
 South along inlet to a point southwest of Dock Road
 Northeast to Dock Road
 Northeast along Dock Road to Woodward Avenue
 Northeast along Woodward Avenue to Naromake Avenue
 Northeast along Naromake Avenue to Neptune Avenue
 Southeast to Norfolk Harbor
 East then southwesterly along Norfolk Harbor and Long Island Sound to city boundary
 North along city boundary to Carter Street
 South along Carter Street to New Canaan Avenue
 East along New Canaan Avenue to Glen Avenue
 South along Glen Avenue to Glen Pines Lane
 South along Glen Pines Lane to Styles Lane
 Southwest along Styles Lane to Ponus Avenue
 East along Ponus Avenue to Hunters Lane
 South along Hunters Lane to Fillow Street

South along Lane Road to Cannon Street
 East along Cannon Street to Newtown Avenue
 North along Newtown Avenue to Roosevelt Street
 East along Roosevelt Street to Dry Hill Road
 South along Dry Hill Road to Westport Avenue
 Southwest along Westport Avenue to East Avenue
 South along East Avenue to Moodys Lane
 West along Moodys Lane and continuing west to the east shore of Norwalk River
 South along Norwalk River to 1-95
 West along 1-95 to Crescent Street overpass
 North along Crescent Street to a point due east of the Lockwood-Mathews Mansion Museum
 Due West to Connecticut Avenue
 Southwest along Connecticut Avenue to Clinton Avenue
 Northwest along Clinton Avenue to Phillips Street
 Southwest along Phillips Street to Ferris Avenue
 Northwest along Ferris Avenue to Benedict Street
 Southwest along Benedict Street to North Taylor Avenue
 Northwest and north along North Taylor Avenue to Fillow Street
 Northwest along Fillow Street to Stepping Stone Road
 North on Stepping Stone Road to Maher Drive
 North along Maher Drive to Eleanor Lane
 Northeast along Eleanor Lane to Beau Street
 Southeast along Beau Street to Ingleside Avenue
 East along Ingleside Avenue to Spring Hill Avenue
 North along Spring Hill Avenue to Ponus Avenue
 East along Ponus Avenue to Riverside Avenue & New Canaan Avenue & Ponus Avenue

District B

Starting at Wilson Avenue & Martin Luther King Drive
 North along Martin Luther King Drive to Taft Street
 West along Taft Street and continuing west to Conrail Railroad
 South along Conrail Railroad to a point east of Riordan Street
 West to Riordan Street
 West along Riordan Street to Bouton Street
 North along Bouton Street to Glasser Street
 North along Glasser Street to Soundview Avenue
 Northeast along Soundview Avenue to Arbor Drive
 North along Arbor Drive to Flax Hill Road
 West along Flax Hill Road to Woodlawn Avenue
 North along Woodlawn Avenue to McAllister Avenue
 West along McAllister Avenue to Richmond Hill Road
 North along Richmond Hill Road to Senga Road
 West along Senga Road to Scribner Avenue
 Northeast along Scribner Avenue to West Cedar Street
 Northeast along West Cedar Street to North Taylor Avenue
 South along North Taylor Avenue to Connecticut Avenue
 Northeast along Connecticut Avenue to a point due west of the Lockwood-Mathews Mansion Museum
 Due east to Crescent Street
 South along Crescent Street to 1-95 overpass
 East along 1-95 to Norwalk River
 South along Norwalk River to Washington Street Bridge
 West along Washington Street Bridge to western shore of Norwalk River
 South along Norwalk River and Norwalk Harbor to a point southeast of Neptune Avenue & Naromake Avenue
 Northwest to Neptune Avenue & Naromake Avenue
 Southwest along Naromake Avenue to Woodward Avenue
 Southwest along Woodward Avenue to Dock Road
 Southwest along Dock Road to the end, then continuing southwest to inlet
 North along inlet to the end
 West to Wilson Avenue
 Southwest along Wilson Avenue to Wilson Avenue & Martin Luther King Drive

District C

Starting at Westport Avenue & East Avenue
 Northeast along Westport Avenue to Dry Hill Road
 North along Dry Hill Road to Roosevelt Street
 West along Roosevelt Street to Newtown Avenue
 North along Newtown Avenue to Murray Street
 Northeast along Murray Street to city boundary
 South along City Boundary to Long Island Sound
 West and north along Long Island Sound, Norfolk Harbor, and Norfolk River to a point west of Moodys Lane
 East to Moodys Lane
 East along Moodys Lane to East Avenue
 North along East Avenue to Westport Avenue & East Avenue

District D

Starting at Newtown Avenue & Cannon Street
 West along Cannon Street to Lane Road
 North along Lane Road to East Rocks Road
 South along East Rocks Road to Glendenning Street
 West along Glendenning Street to West Rocks Road
 Northwest along West Rocks Road to Jarvis Street
 Southwest along Jarvis Street to Buttonball Trail
 Northwest along Buttonball Trail to Random Road
 Southwest along Random Road to Ward Street
 Northwest along Ward Street to Main Street
 North along Main Street to Broad Street
 West along Broad Street to Norwalk River

Dated at Norwalk, Connecticut this 30th day of October 2024.

ATTEST: Irene Dixon, City Clerk

North along Glen Pines Lane to Glen Avenue
 North along Glen Avenue to New Canaan Avenue
 West along New Canaan Avenue to Carter Street
 North along Carter Street to city boundary
 North, east, and south along city boundary to Murray Street
 West along Murray Street to Newtown Avenue
 South along Newtown Avenue to Newtown Avenue & Cannon Street

District E

Starting at Stepping Stone Road & Fillow Street
 Southeast along Fillow Street to North Taylor Avenue
 South along North Taylor Avenue to Benedict Street
 Northeast along Benedict Street to Ferris Avenue
 Southeast along Ferris Avenue to Phillips Street
 Northeast along Phillips Street to Clinton Avenue
 Southeast along Clinton Avenue to Connecticut Avenue
 West along Connecticut Avenue to North Taylor Avenue
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 Southwest along West Cedar Street to Scribner Avenue
 Southwest along Scribner Avenue to Senga Road
 East along Senga Road to Richmond Hill Road
 South along Richmond Hill Road to McAllister Avenue
 East along McAllister Avenue to Woodlawn Avenue
 South along Woodlawn Avenue to Flax Hill Road
 East along Flax Hill Road to Arbor Drive
 South along Arbor Drive to Soundview Avenue
 Southwest along Soundview Avenue to Glasser Street
 South along Glasser Street to Bouton Street
 South along Bouton Street to Riordan Street
 East along Riordan Street, then continuing east to Conrail Railroad
 North along Conrail Railroad to a point west of Taft Street
 East to Taft Street
 East along Taft Street to Martin Luther King Drive
 South along Martin Luther King Drive to Wilson Avenue
 Northeast on Wilson Avenue to a point west of the northern tip of the inlet
 East to northern tip of inlet
 South along inlet to a point southwest of Dock Road
 Northeast to Dock Road
 Northeast along Dock Road to Woodward Avenue
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 Southeast to Norfolk Harbor
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 Southwest along Styles Lane to Ponus Avenue
 East along Ponus Avenue to Hunters Lane
 South along Hunters Lane to Fillow Street
 East along Fillow Street to Stepping Stone Road & Fillow Street

Each of the Districts are set forth on the map as follows.

City of Norwalk, CT, Redistricting 2024

Proposed Council Districts as approved by the Reapportionment Advisory Committee on 9-12-24



Legal Notice of Public Hearing

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North along Norwalk River to Broad Street

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 South along Main Street to Ward Street
 Southeast along Ward Street to Random Road
 Northeast along Random Road to Buttonball Trail
 Southeast along Buttonball Trail to Jarvis Street
 Northeast along Jarvis Street to West Rocks Road
 Southeast along West Rocks Road to Glendenning Street
 East along Glendenning Street to East Rocks Road
 North along East Rocks Road to Lane Road
 South along Lane Road to Cannon Street
 East along Cannon Street to Newtown Avenue
 North along Newtown Avenue to Roosevelt Street
 East along Roosevelt Street to Dry Hill Road
 South along Dry Hill Road to Westport Avenue
 Southwest along Westport Avenue to East Avenue
 South along East Avenue to Moodys Lane
 West along Moodys Land and continuing west to the east shore of Norwalk River
 South along Norwalk River to I-95
 West along I-95 to Crescent Street overpass
 North along Crescent Street to a point due east of the Lockwood-Mathews Mansion Museum
 Due West to Connecticut Avenue
 Southwest along Connecticut Avenue to Clinton Avenue
 Northwest along Clinton Avenue to Phillips Street
 Southwest along Phillips Street to Ferris Avenue
 Northwest along Ferris Avenue to Benedict Street
 Southwest along Benedict Street to North Taylor Avenue
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 Northwest along Fillow Street to Stepping Stone Road
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 North along Maher Drive to Eleanor Lane
 Northeast along Eleanor Lane to Beau Street
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 East along Ingleside Avenue to Spring Hill Avenue
 North along Spring Hill Avenue to Ponus Avenue
 East along Ponus Avenue to Riverside Avenue & New Canaan Avenue & Ponus Avenue

District B

Starting at Wilson Avenue & Martin Luther King Drive
 North along Martin Luther King Drive to Taft Street
 West along Taft Street and continuing west to Conrail Railroad
 South along Conrail Railroad to a point east of Riordan Street
 West to Riordan Street
 West along Riordan Street to Bouton Street
 North along Bouton Street to Glasser Street

North along Glasser Street to Soundview Avenue
Northeast along Soundview Avenue to Arbor Drive
North along Arbor Drive to Flax Hill Road
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Northeast along Scribner Avenue to West Cedar Street
Northeast along West Cedar Street to North Taylor Avenue
South along North Taylor Avenue to Connecticut Avenue
Northeast along Connecticut Avenue to a point due west of the Lockwood-Mathews Mansion Museum
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East along I-95 to Norwalk River
South along Norwalk River to Washington Street Bridge
West along Washington Street Bridge to western shore of Norwalk River
South along Norwalk River and Norwalk Harbor to a point southeast of Neptune Avenue & Naromake Avenue
Northwest to Neptune Avenue & Naromake Avenue
Southwest along Naromake Avenue to Woodward Avenue
Southwest along Woodward Avenue to Dock Road
Southwest along Dock Road to the end, then continuing southwest to inlet
North along inlet to the end
West to Wilson Avenue
Southwest along Wilson Avenue to Wilson Avenue & Martin Luther King Drive

District C

Starting at Westport Avenue & East Avenue
Northeast along Westport Avenue to Dry Hill Road
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West along Roosevelt Street to Newtown Avenue
North along Newtown Avenue to Murray Street
Northeast along Murray Street to city boundary
South along City Boundary to Long Island Sound
West and north along Long Island Sound, Norfolk Harbor, and Norfolk River to a point west of Moodys Lane
East to Moodys Lane
East along Moodys Lane to East Avenue
North along East Avenue to Westport Avenue & East Avenue

District D

Starting at Newtown Avenue & Cannon Street
West along Cannon Street to Lane Road
North along Lane Road to East Rocks Road

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Southwest along Jarvis Street to Buttonball Trail
Northwest along Buttonball Trail to Random Road
Southwest along Random Road to Ward Street
Northwest along Ward Street to Main Street
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West along New Canaan Avenue to Ponus Avenue
West along Ponus Avenue to Spring Hill Avenue
South along Spring Hill Avenue to Ingleside Avenue
West along Ingleside Avenue to Beau Street
Northwest along Beau Street to Eleanor Lane
Southwest along Eleanor Lane to Maher Drive
South along Maher Drive to Stepping Stone Road
South along Stepping Stone Road to Fallow Street
West along Fallow Street to Hunters Lane
North along Hunters Lane to Ponus Avenue
West along Ponus Avenue to Styles Lane
Northeast along Styles Lane to Glen Pines Lane
North along Glen Pines Lane to Glen Avenue
North along Glen Avenue to New Canaan Avenue
West along New Canaan Avenue to Carter Street
North along Carter Street to city boundary
North, east, and south along city boundary to Murray Street
West along Murray Street to Newtown Avenue
South along Newtown Avenue to Newtown Avenue & Cannon Street

District E

Starting at Stepping Stone Road & Fallow Street
Southeast along Fallow Street to North Taylor Avenue
South along North Taylor Avenue to Benedict Street
Northeast along Benedict Street to Ferris Avenue
Southeast along Ferris Avenue to Phillips Street
Northeast along Phillips Street to Clinton Avenue
Southeast along Clinton Avenue to Connecticut Avenue
West along Connecticut Avenue to North Taylor Avenue
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East along McAllister Avenue to Woodlawn Avenue
South along Woodlawn Avenue to Flax Hill Road
East along Flax Hill Road to Arbor Drive
South along Arbor Drive to Soundview Avenue

Southwest along Soundview Avenue to Glasser Street
South along Glasser Street to Bouton Street
South along Bouton Street to Riordan Street
East along Riordan Street, then continuing east to Conrail Railroad
North along Conrail Railroad to a point west of Taft Street
East to Taft Street
East along Taft Street to Martin Luther King Drive
South along Martin Luther King Drive to Wilson Avenue
Northeast on Wilson Avenue to a point west of the northern tip of the inlet
East to northern tip of inlet
South along inlet to a point southwest of Dock Road
Northeast to Dock Road
Northeast along Dock Road to Woodward Avenue
Northeast along Woodward Avenue to Naromake Avenue
Northeast along Naromake Avenue to Neptune Avenue
Southeast to Norfolk Harbor
East then southwesterly along Norfolk Harbor and Long Island Sound to city boundary
North along city boundary to Carter Street
South along Carter Street to New Canaan Avenue
East along New Canaan Avenue to Glen Avenue
South along Glen Avenue to Glen Pines Lane
South along Glen Pines Lane to Styles Lane
Southwest along Styles Lane to Ponus Avenue
East along Ponus Avenue to Hunters Lane
South along Hunters Lane to Fallow Street
East along Fallow Street to Stepping Stone Road & Fallow Street

Each of the Districts are set forth on the map as follows.

Dated at Norwalk, Connecticut this _____ day of October 2024.

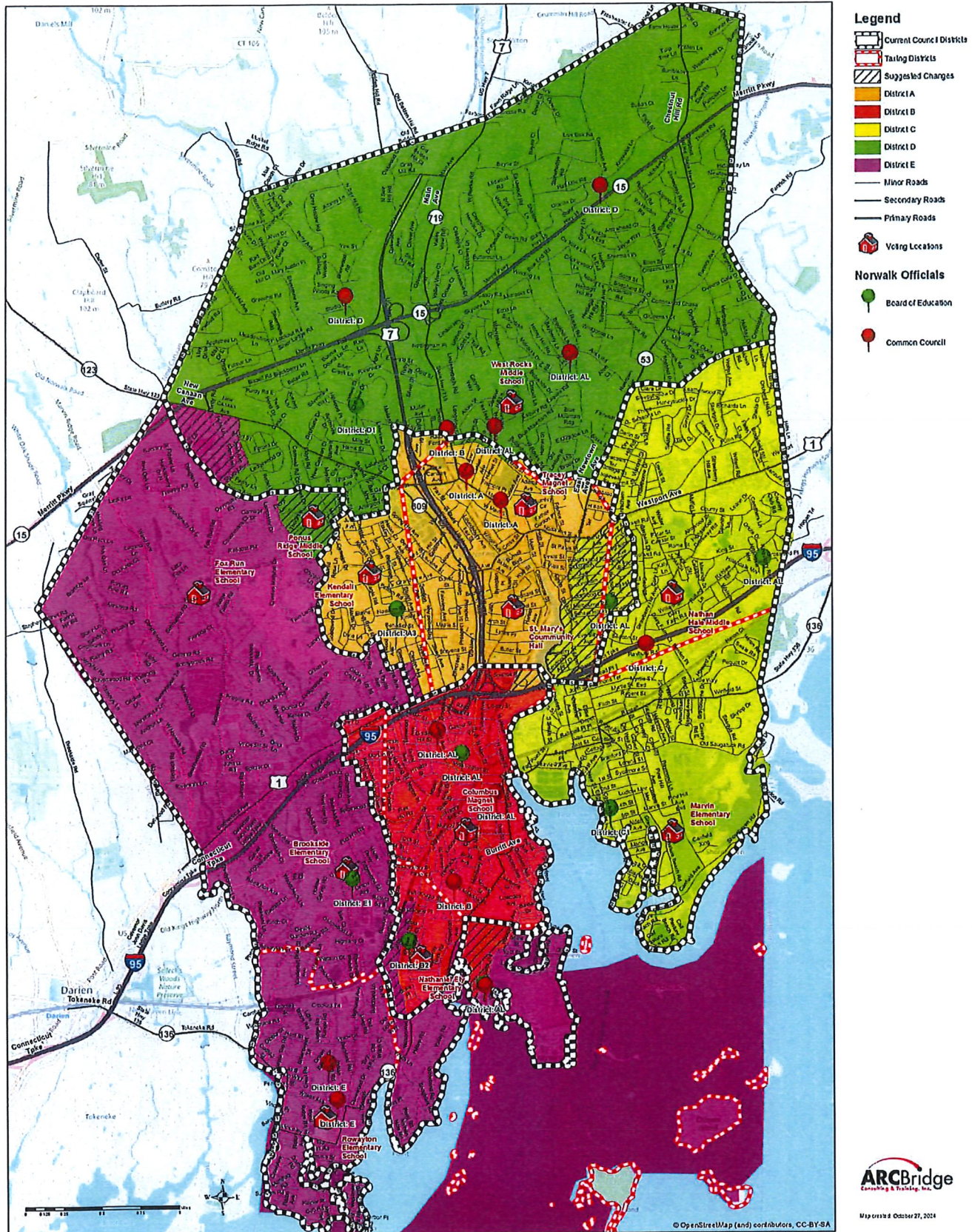
ATTEST: _____

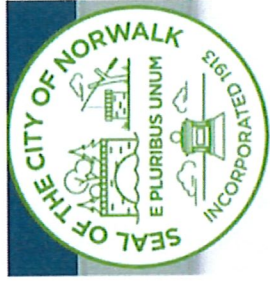
Irene Dixon, City Clerk

THE HOUR: Please publish once on Friday, November 1, 2024

City of Norwalk CT, Redistricting 2024

Proposed Council Districts as approved by the
Reapportionment Advisory Committee on 9-12-24





City of Norwalk CT - Redistricting 2024 Proposed Plan as accepted by the Redistricting Advisory Committee on 9-12-24

For Public Hearing on 9/25/24



Project Requirements

Evaluate the Common Council district boundaries to ensure that they meet the requirements of law, as stated in City Ordinance and, if necessary based solely upon those requirements, to assist the City in developing new district boundaries.

Ord. 9-26 entitled “Standards Pertaining to Reapportionment,” reads as follows: “The reapportionment of Council Districts shall conform to federal and state constitutional standards and statutory requirements. Accordingly, the Council Districts shall be: A. of substantially equal population; and, B. to the extent possible consistent with the preceding, established in compact and contiguous form following geographical divisions, considering communities of interest and historical boundary lines and shall further use best efforts to include the boundary lines of the Taxing Districts as defined in the Charter within a single Council District where practicable; and, C. to the extent possible consistent with the preceding, established in accordance with the requirements of C.G.S. §9-169f.”

Redistricting Requirements as per the Voting Rights Act & the City Ordinance

Population Equality – All districts will be drawn such that they are as equal in population as possible. *Ideally the Maximum Deviation should be under 10%*

Compact & Contiguous – The districts should be compact and contiguous. Use Census blocks to build districts

Fair Representation of Minorities – As per Voting Rights Act, Minority vote will not be diluted. Minority populations will be fairly represented such that minorities will not be packed into a district or cracked into more than one district to dilute the minority voting power.

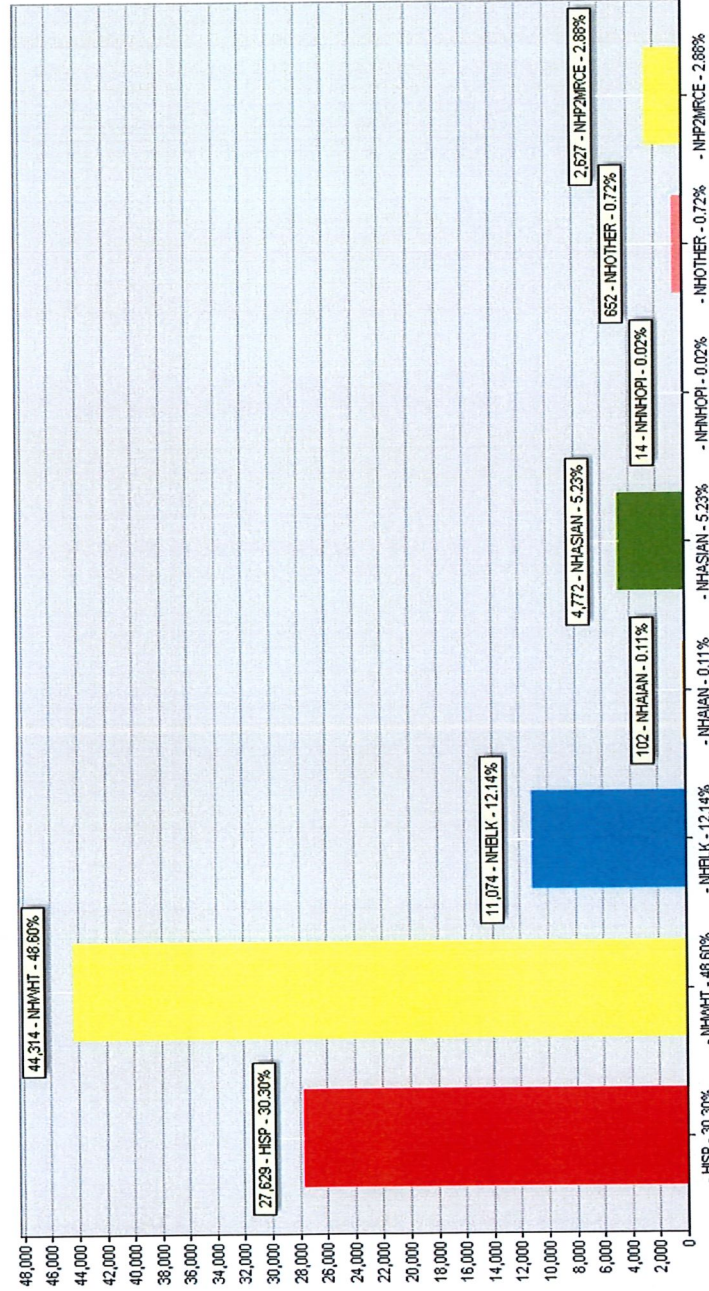
Communities of Interest – Communities of Interests will be identified and all attempts will be made to keep them in one district as long as the population and other criteria are met. Attempts will be made to avoid splitting neighborhoods, where possible, without violating other requirements.

Historical Boundary Lines - Consider historical boundary lines

Taxing Districts - Use best efforts to include the boundary lines of the Taxing Districts as defined in the Charter within a single Council District *where practicable*

CTVRA - Compliance with VRA & CTVRA Requirements

Population for the City of Norwalk as per - Census 2021 PL94-171 Data



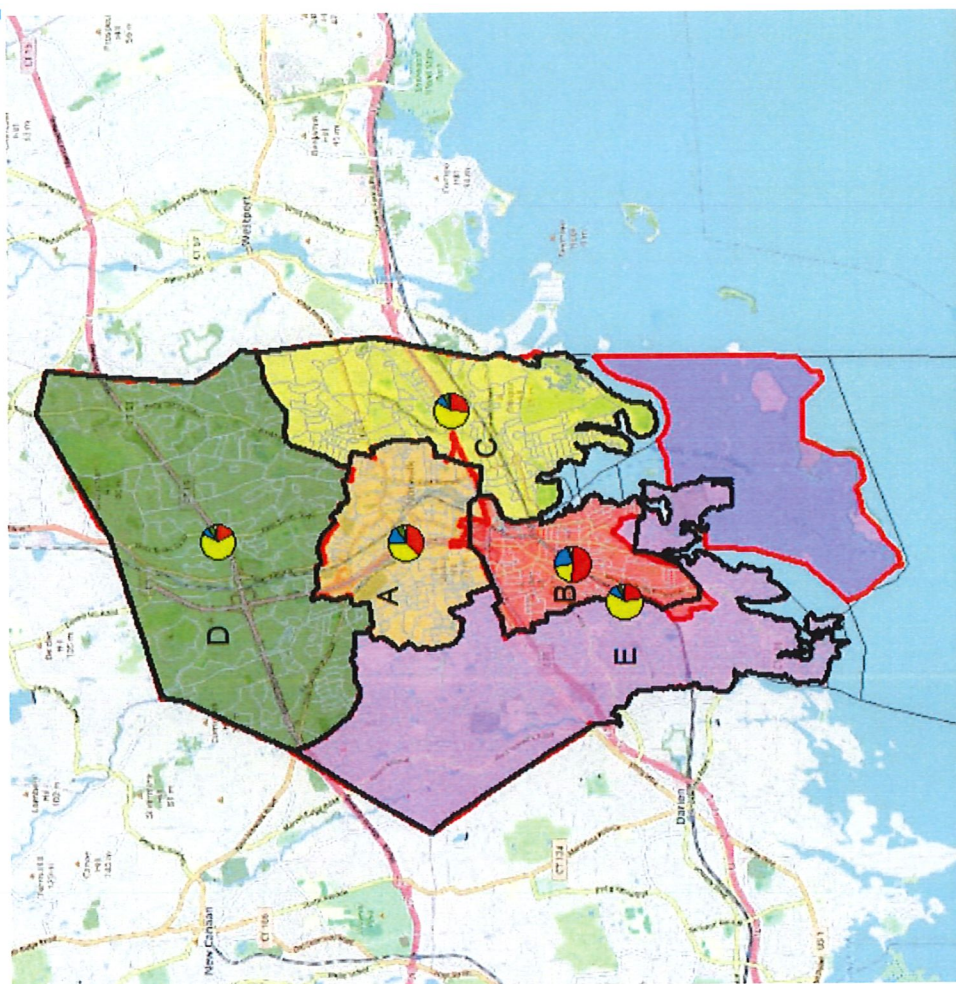
Total Population		
HISPANIC	27,629	30.30%
NH WHITE	44,314	48.60%
NHBLACK	11,074	12.14%
NHAIAN	102	0.11%
NHASIAN	4,772	5.23%
NHNHOPI	14	0.02%
NHOTHER	652	0.72%
NHP2+RACES	2,627	2.88%
	91,184	100.00%

Voting Age Population		
HISPANIC	19,680	27.08%
NH WHITE	38,163	52.51%
NHBLACK	8,760	12.05%
NHAIAN	77	0.11%
NHASIAN	3,900	5.37%
NHNHOPI	11	0.02%
NHOTHER	411	0.57%
NHP2+RACES	1,680	2.31%
	72,682	100.00%

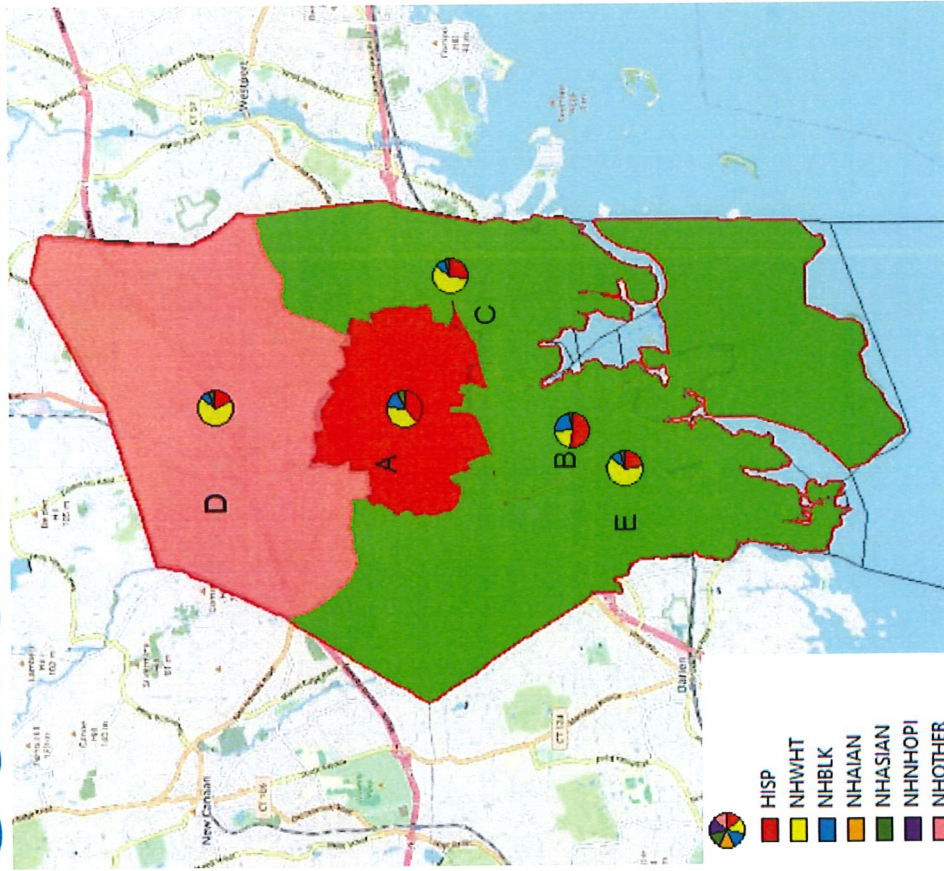
NH – Non-Hispanic
NHP2+Races – Persons of 2 or more races

Non-Hispanic versions of race are used to avoid double counting of Hispanic population

Current Districts with 2020 Census Population



Current Districts



Districts in Green have less population and Districts in Red have more population as compared to the ideal/average population

District A has the most population

District C has the least population

We need to balance the population and get a Maximum Deviation under 10%

Maximum Deviation is the difference between the most and the least populated district

The current Maximum Deviation is **18.86%**

The current district boundaries are not aligned with census blocks

Current Districts-Total Population By Race

	Hispanic	NH White	NH Black	NH AIAN	NH Asian	NH NHOPI	NH Other	NH - 2+ Race	Total
A	7,360	7,653	3051	31	1383	2	177	570	20,227
B	9,038	3,896	3790	34	622	4	135	444	17,963
C	4,300	9,728	1360	5	830	5	96	464	16,788
D	3,084	12,356	1252	16	1095	1	120	570	18,494
E	3,847	10,681	1621	16	842	2	124	579	17,712
									91,184
Racial Ethnic Composition of Each District %									
	Hispanic%	NH White%	NH Black%	NH AIAN%	NH Asian%	NH NHOPI %	NH Other%	NH - 2+ Race%	Total
A	36.39%	37.84%	15.08%	0.15%	6.84%	0.01%	0.88%	2.82%	100.00%
B	50.31%	21.69%	21.10%	0.19%	3.46%	0.02%	0.75%	2.47%	100.00%
C	25.61%	57.95%	8.10%	0.03%	4.94%	0.03%	0.57%	2.76%	100.00%
D	16.68%	66.81%	6.77%	0.09%	5.92%	0.01%	0.65%	3.08%	100.00%
E	21.72%	60.30%	9.15%	0.09%	4.75%	0.01%	0.70%	3.27%	100.00%

Districts A & B are Minority Majority District; District B is a Hispanic Majority District; Districts C, D and E are NH White Majority Districts

Current Districts-Total Voting Population By Race

	Hispanic	NH White	NH Black	NH AIAN	NH Asian	NH NHOPI	NH Other	NH - 2+ Race	Total
A	5,350	6,772	2,420	24	1,132	2	116	396	16,212
B	6,305	3,498	2,977	26	517	3	93	292	13,711
C	3,048	8,428	1,085	2	675	5	59	307	13,609
D	2,252	10,661	1,007	14	906	1	68	341	15,250
E	2,725	8,804	1,271	11	670	0	75	344	13,900
									72,682
Racial Ethnic Composition of Each District %									
	Hispanic%	NH White%	NH Black%	NH AIAN%	NH Asian%	NH NHOPI %	NH Other%	NH - 2+ Race%	Total
A	33.00%	41.77%	14.93%	0.15%	6.98%	0.01%	0.72%	2.44%	100.00%
B	45.98%	25.51%	21.71%	0.19%	3.77%	0.02%	0.68%	2.13%	100.00%
C	22.40%	61.93%	7.97%	0.01%	4.96%	0.04%	0.43%	2.26%	100.00%
D	14.77%	69.91%	6.60%	0.09%	5.94%	0.01%	0.45%	2.24%	100.00%
E	19.60%	63.34%	9.14%	0.08%	4.82%	0.00%	0.54%	2.47%	100.00%

District A & B are Minority Majority District; Districts C, D and E are NH White Majority Districts

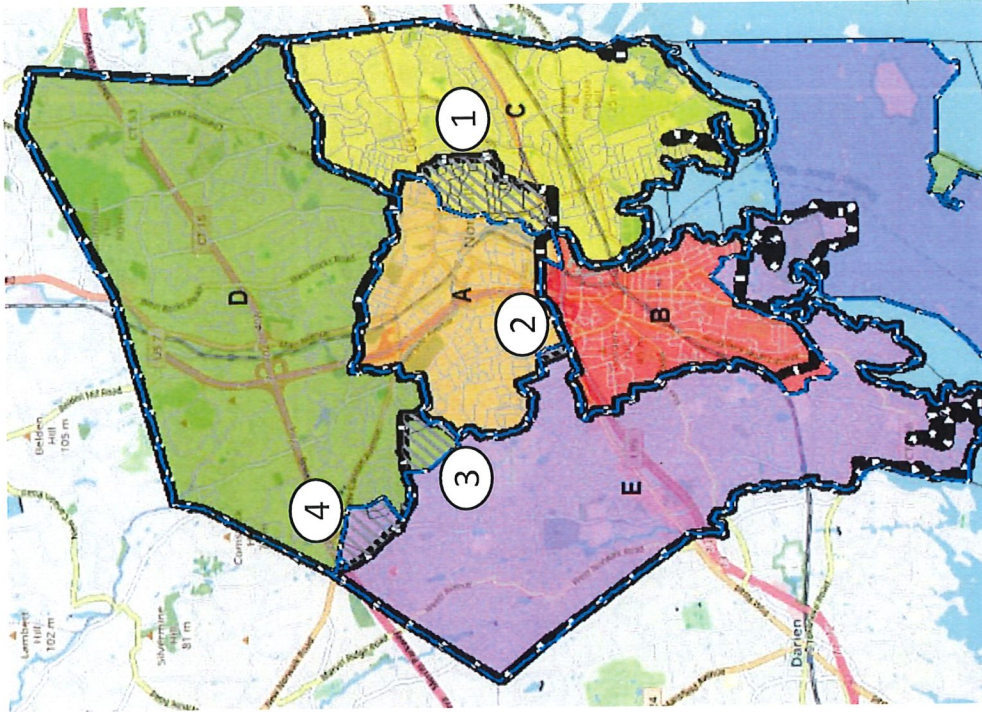
Proposed Council Districts

The Maximum Deviation is 3.66%

4 Proposed Changes

1. A to C
2. A to E
3. E to D
4. D to E

Other Changes due to Taxing Districts
A-D, E-B



Proposed Districts -Total Population By Race

	Hispanic	NH White	NH Black	NH AIAN	NH Asian	NH NHOPI	NH Other	NH - 2+ Race	Total
A	6,816	6,399	2861	30	1252	2	165	530	18,055
B	9,038	3,896	3790	34	622	4	135	444	17,963
C	4,699	10,866	1508	6	936	5	107	503	18,630
D	3,133	12,324	1293	16	1094	1	120	579	18,560
E	3,943	10,829	1622	16	868	2	125	571	17,976
									91,184
Racial Ethnic Composition of Each District %									
	Hispanic%	NH White%	NH Black%	NH AIAN%	NH Asian%	NH NHOPI %	NH Other%	NH - 2+ Race%	Total
A	37.75%	35.44%	15.85%	0.17%	6.93%	0.01%	0.91%	2.94%	100.00%
B	50.31%	21.69%	21.10%	0.19%	3.46%	0.02%	0.75%	2.47%	100.00%
C	25.22%	58.33%	8.09%	0.03%	5.02%	0.03%	0.57%	2.70%	100.00%
D	16.88%	66.40%	6.97%	0.09%	5.89%	0.01%	0.65%	3.12%	100.00%
E	21.93%	60.24%	9.02%	0.09%	4.83%	0.01%	0.70%	3.18%	100.00%

Districts A & B are Minority Majority District; District B is a Hispanic Majority District; Districts C, D and E are NH White Majority Districts

Proposed Districts-Total Voting Population By Race

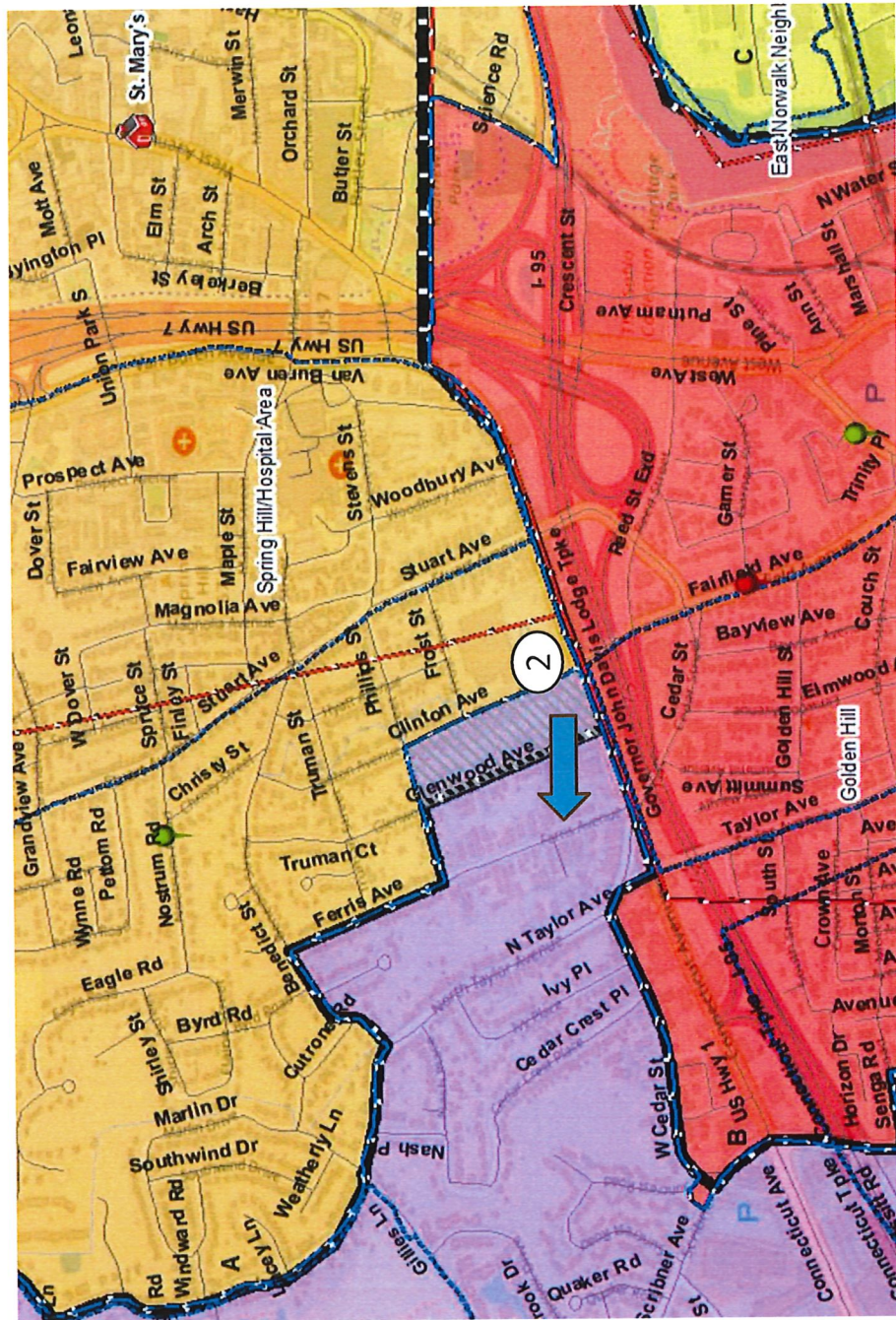
	Hispanic	NH White	NH Black	NH AIAN	NH Asian	NH NHOPI	NH Other	NH - 2+ Race	Total
A	4,970	5666	2284	23	1013	2	112	372	14,442
B	6,305	3,498	2977	26	517	3	93	292	13,711
C	3,323	9,424	1193	3	769	5	63	330	15,110
D	2,297	10,631	1043	14	902	1	68	346	15,302
E	2,785	8,944	1263	11	699	0	75	340	14,117
									72,682
Racial Ethnic Composition of Each District %									
	Hispanic%	NH White%	NH Black%	NH AIAN%	NH Asian%	NH NHOPI %	NH Other%	NH - 2+ Race%	Total
A	34.41%	39.23%	15.81%	0.16%	6.18%	272.31%	0.54%	30.11%	398.76%
B	45.98%	25.51%	21.71%	0.19%	3.77%	0.02%	0.68%	2.13%	100.00%
C	21.99%	62.37%	7.90%	0.02%	5.09%	0.03%	0.42%	2.18%	100.00%
D	15.01%	69.47%	6.82%	0.09%	5.89%	0.01%	0.44%	2.26%	100.00%
E	19.73%	63.36%	8.95%	0.08%	4.95%	0.00%	0.53%	2.41%	100.00%

District A & B are Minority Majority District; Districts C, D and E are NH White Majority Districts

[illegible]

This area has a population of 1,682 and a Voting Age Population of 1,393. 62% of the total population is NH White

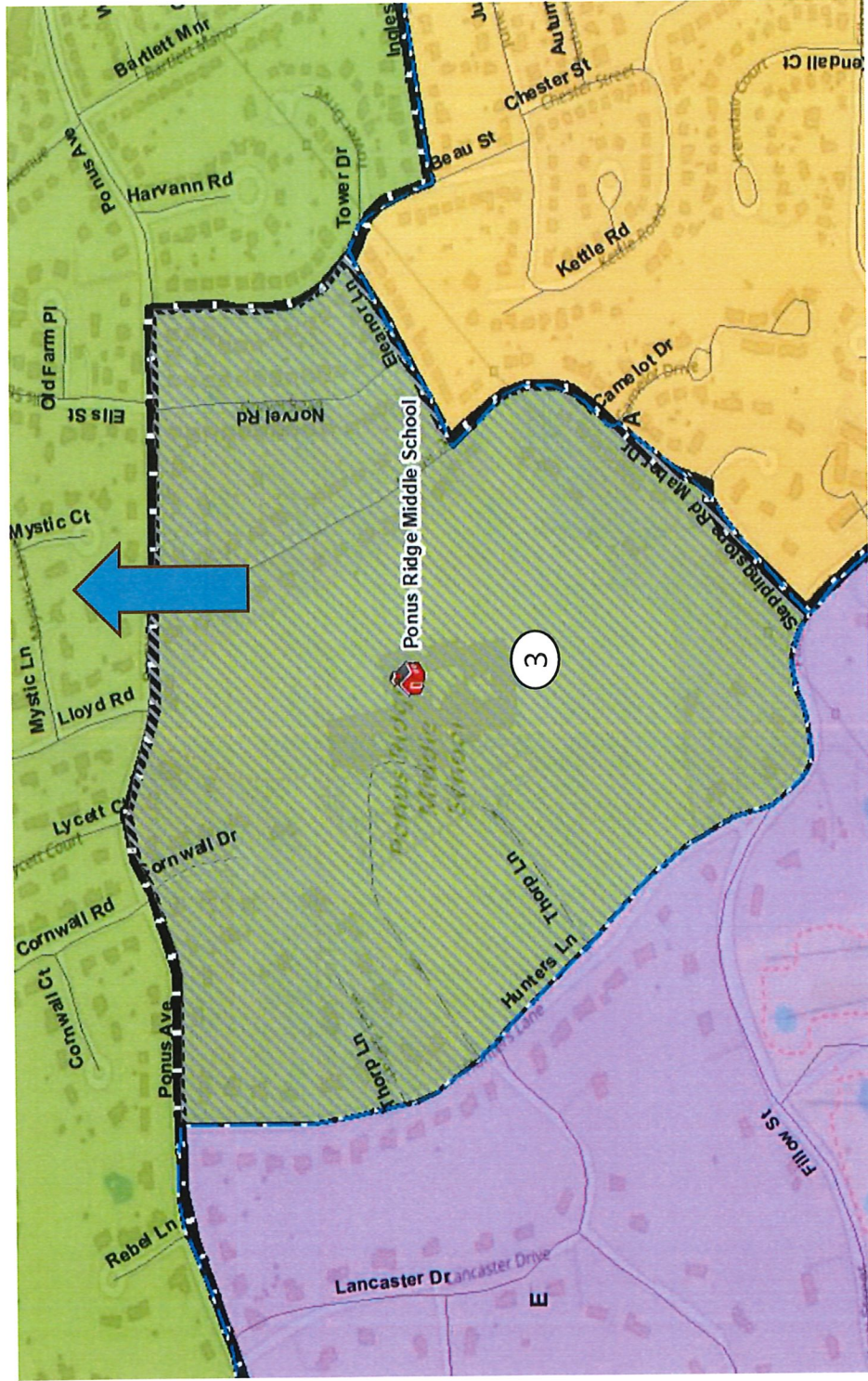
Change 2 – From District A to District E



From Phillips Street to
Glenwood Ave to
Connecticut Ave to
Clinton Ave currently
in District A is now
assigned to District E

This area has a
population of 330 and
a Voting Age
Population of 105.
35% population is NH
White.

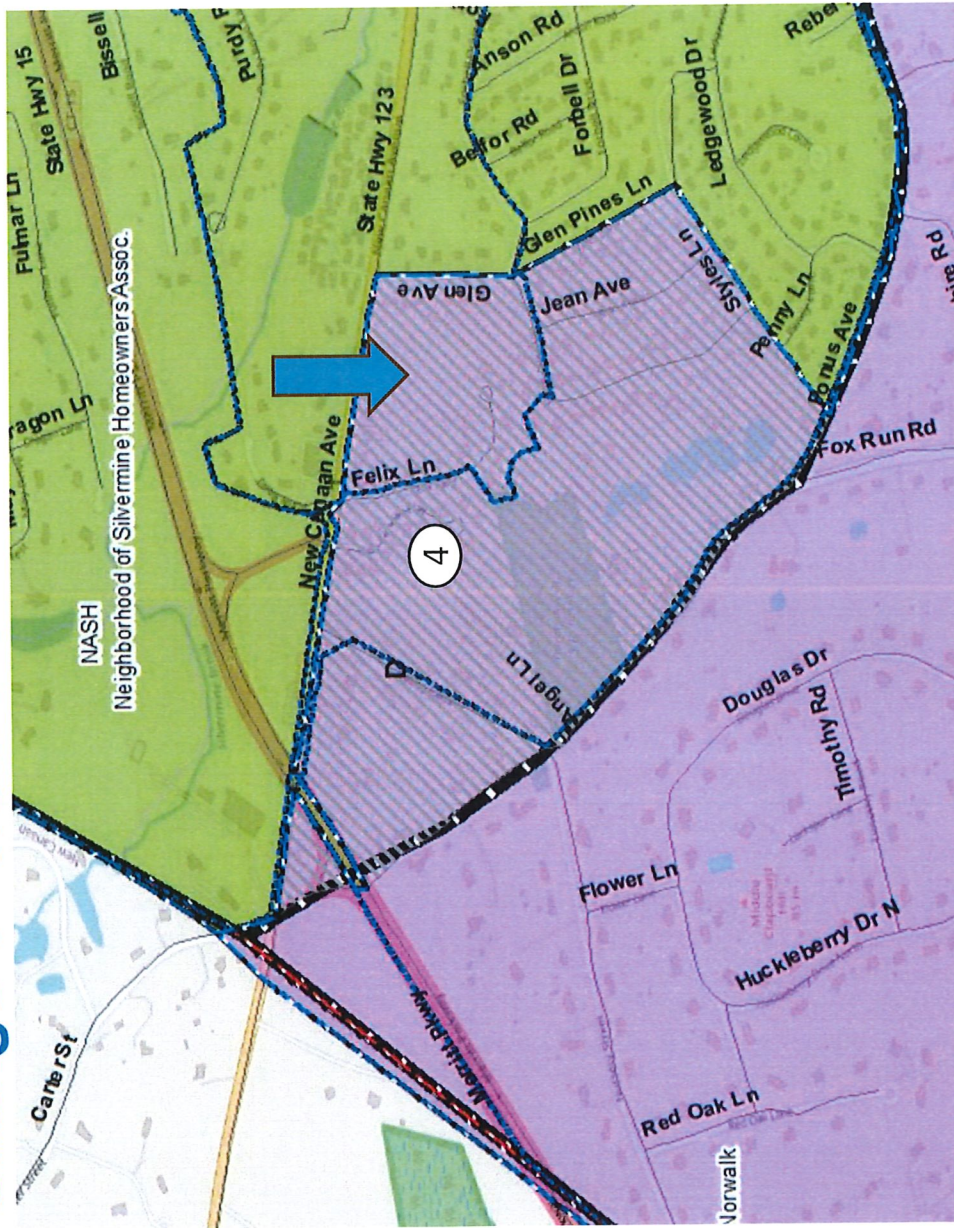
Change 3 – From District E to District D



From Ponus Ave in the North to Hunters Ln, to Stepping Stone Rd, Maher Rd, Elanor Rd, Beau St to Ponus Ave, currently in District E is now assigned to District D. This area has Ponus Ridge Middle School, a polling place used by District D

This area has a population of 351 and a Voting Age Population of 293. 55% population is NH White.

Change 4 – From District D to District E



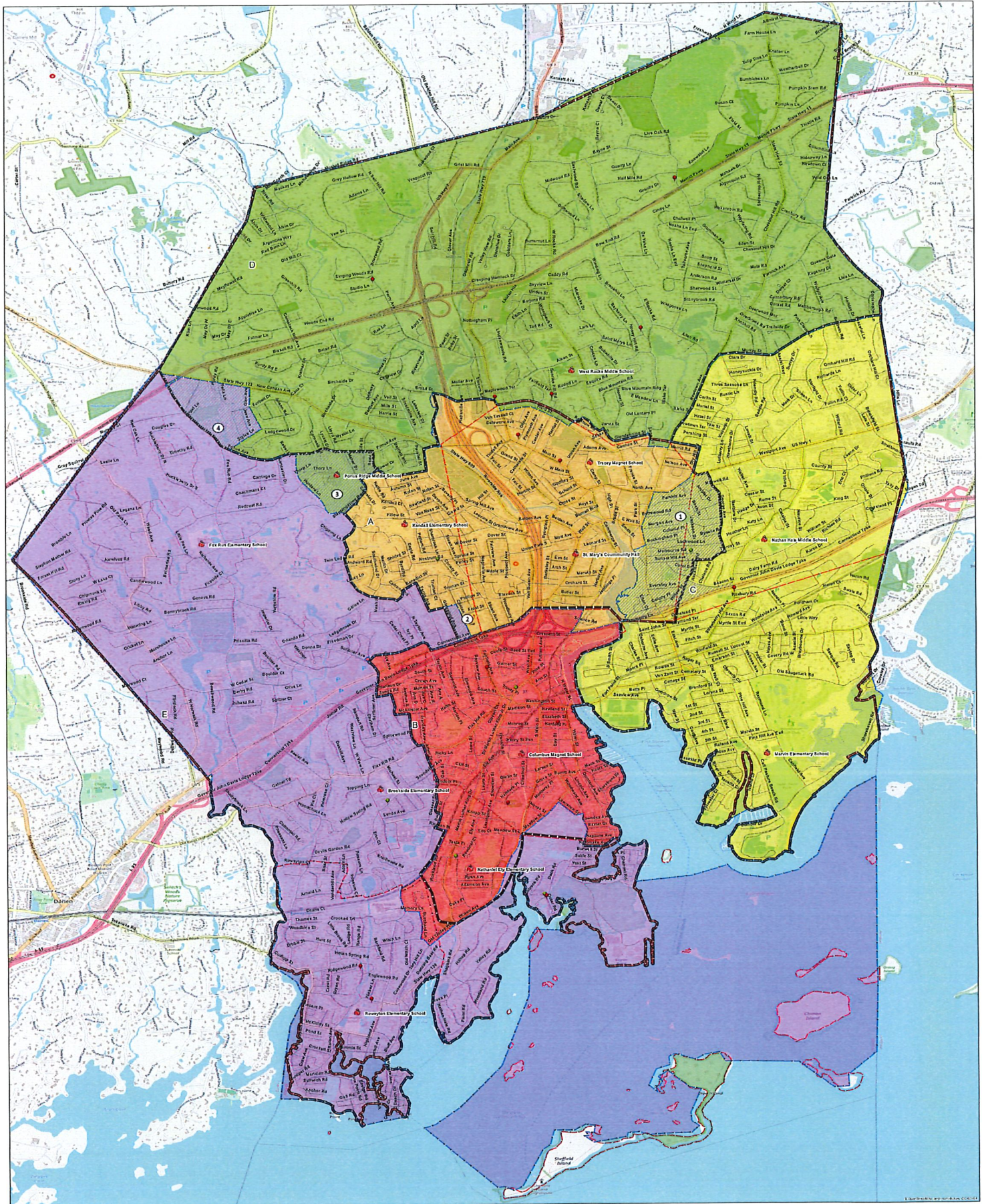
From New Canaan Ave in the north to Ponis Ave, to Styles Ln, Glen Pines Ln, Glen Ave, and back to New Canaan Ave, currently in D is now being assigned to E.

This area has a population of 285 and a Voting Age Population of 241. 79% population is NH White.

Thank You

City of Norwalk - Proposed Plan

Accepted by the Redistricting Advisory Committee on 9-12-24



Legend

- Norwalk Officials
- Board of Education
- Common Council
- Proposed Districts
- Suggested Changes
- Current Council Districts
- Taxing Districts
- Norwalk Voting Locations

0 0.5 1 2 Miles





October 4, 2024

The Honorable Harry W. Rilling, Mayor
and Members of the Common Council
Norwalk City Hall
Norwalk, Connecticut

Re: Reapportionment Advisory Committee Recommendations

Honorable Mayor and Common Council Members:

The Reapportionment Advisory Committee requests the City of Norwalk's Common Council consider the following recommendations:

- Implement a procedure for review of districts on a ten-year basis utilizing the most currently available Census data.
- Reapportionment should be done every ten years on the US decennial census timetable.
- The census data will be released in 2031. We will get the state redistricting information in late 2031 or early 2032.
- The new state legislative precinct map is expected to be adopted in early 2032. Then, in the past, it has usually taken a couple of months to make the corrections for every residence.
- In the past that has been, basically, full time work over those two or three months.
- By 2032 the addresses in Norwalk are supposed to be in the state system with GPS locations, which would speed up the process (at least in theory).
- The city reapportionment should be done in 2032, in time for the 2033 Municipal election.

Public Comment regarding the following:

**Reapportionment Advisory Committee's
Proposed Plan, Map and Letter**

Candela, Brian

From: DeLuca, Michele
Sent: Wednesday, October 30, 2024 10:41 AM
To: Candela, Brian
Cc: Byrd, Dilene
Subject: FW: District A reapportionment

This is the first of the 2 public comments that were received for the 10/24 PS&GG meeting
Thank you

Michele DeLuca
Deputy Director, Emergency Management
Norwalk Fire Department
121 Connecticut Ave. Norwalk. CT 06854
W) 203-854-0238
C) 203-722-1928
mdeluca@norwalkct.gov

****Please note we have changed from a .ORG to .GOV address. Please update any contact information you have from mdeluca@norwalkct.org to mdeluca@norwalkct.gov ****

From: Candela, Brian <bcandela@norwalkct.gov>
Sent: Wednesday, October 23, 2024 2:50 PM
To: Young, Darlene <Dyoung@norwalkct.gov>; DeLuca, Michele <MDeLuca@norwalkct.gov>; Sead, Jalin <councilmemberSead@norwalkct.gov>; Livingston, Thomas P. <tplivingston@norwalkct.gov>
Cc: Candela, Brian <bcandela@norwalkct.gov>
Subject: FW: District A reapportionment

Michele,

Enclosed please find a comment concerning the reapportionment advisory committee for your review.

Brian Candela
Assistant Corporation Counsel
City of Norwalk
125 East Avenue
Norwalk, CT 06851
General: (203) 854-7750
Direct Dial: (203) 854-7295
Fax: (203) 854-7901
Website: <https://www.norwalkct.gov/>
Email: bcandela@norwalkct.gov



From: Livingston, Thomas P. <tplivingston@norwalkct.gov>
Sent: Wednesday, October 23, 2024 2:48 PM

To: Tod Bryant <todbryant23@gmail.com>; Rilling, Harry <hrilling@norwalkct.gov>
Cc: Candela, Brian <bcandela@norwalkct.gov>
Subject: RE: District A reapportionment

Tod,

Thank you for your comments. As this is a Council matter, I am forwarding your email to Darlene Young, Council President.

Tom

From: Tod Bryant <todbryant23@gmail.com>
Sent: Wednesday, October 23, 2024 10:55 AM
To: Rilling, Harry <hrilling@norwalkct.gov>; Livingston, Thomas P. <tplivingston@norwalkct.gov>
Subject: District A reapportionment

CAUTION: EXTERNAL Email: Don't open links or attachments from untrusted senders

Mayor Rilling and Mr. Livingston,

The Norwalk Preservation Trust strongly supports keeping the center of District A intact. It is the historic center of the old Borough of Norwalk and should not be politically divided. This area includes The Norwalk Green and its surroundings, including the Norwalk Green Historic District, the Norwalk Historical Society's Town House (a former city hall) at Mill Hill Historic Park and two historic churches. It also includes the boundaries of the First Taxing District, which was created in the 1913 consolidation. This part of central Norwalk was the Borough of Norwalk from 1836 until incorporation as the first City of Norwalk in 1893. In 1913 the separate cities of Norwalk and South Norwalk, as well as the unincorporated portions of the Town of Norwalk consolidated to form the current City of Norwalk.

Dividing this historic area into two Council Districts serves no purpose. It would complicate the city's governance by having each half of this cohesive area represented by different councilmembers. It would also put the First Taxing District, a remnant of the old City of Norwalk, into two districts. This division would make it difficult for citizens of those districts to knowledgeably vote for First Taxing District candidates for its governing body. **The plan proposed by Registrar of Voters Stuart Wells accomplishes the goals of redistricting without this disruptive division.** His deep knowledge of Norwalk and its voting districts far exceeds that of any consultant. He has taken not only the practical aspects of population, but also Norwalk's history into account in his plan. We are amazed and distressed that his recommendations are ignored. We urge you to follow Mr. Wells' plan to redistrict appropriately and to respect our own history.

Candela, Brian

From: DeLuca, Michele
Sent: Wednesday, October 30, 2024 10:42 AM
To: Candela, Brian
Cc: Byrd, Dilene
Subject: FW: Reapportionment / Norwalk Green Historic District

This the 2nd public comment that was received for the 10/24 PS&GG meeting

Michele DeLuca
Deputy Director, Emergency Management
Norwalk Fire Department
121 Connecticut Ave. Norwalk. CT 06854
W) 203-854-0238
C) 203-722-1928
mdeluca@norwalkct.gov

****Please note we have changed from a .ORG to .GOV address. Please update any contact information you have from mdeluca@norwalkct.org to mdeluca@norwalkct.gov ****

From: Dixon, Irene <idxon@norwalkct.gov>
Sent: Thursday, October 24, 2024 5:05 PM
To: Goldstein, Josh <councilmemberGoldstein@norwalkct.gov>; Sead, Jalin <councilmemberSead@norwalkct.gov>; Ayers, Nicol <NAyers@norwalkct.gov>; Eaddy, Nicol   <CouncilMemberNEaddy@norwalkct.gov>; Frayer, James <councilmemberFrayer@norwalkct.gov>; Sutton, Douglas <councilmemberSutton@norwalkct.gov>; Dunn, Heather <councilmemberDunn@norwalkct.gov>
Cc: DeLuca, Michele <MDeLuca@norwalkct.gov>
Subject: FW: Reapportionment / Norwalk Green Historic District

Good evening,

I hope this finds all of you well.

Please see email below regarding the redistricting item on the Public Safety and General Government meeting tonight.

Thank you,

Irene T. Dixon
City Clerk
Municipal Veterans Service Liaison
City of Norwalk
125 East Avenue, Norwalk, CT 06856-5125
Phone: 203-854-7704 Fax: 203-854-7939



From: Livingston, Thomas P. <tplivingston@norwalkct.gov>
Sent: Thursday, October 24, 2024 4:55 PM
To: Bradford Craighead <bradfordcraighead@hotmail.com>; Rilling, Harry <hilling@norwalkct.gov>
Cc: Dixon, Irene <idixon@norwalkct.gov>; Sead, Jalin <councilmemberSead@norwalkct.gov>; Ayers, Nicol <NAyers@norwalkct.gov>; Tracy 24 Greene <tracycraighead@hotmail.com>
Subject: RE: Reapportionment / Norwalk Green Historic District

Brad/Tracy,

Thank you for your email. As this is a Council matter, I am forwarding it on to Darlene Young, Council President, and Brian Candela, Assistant Corporation Counsel, for consideration.

Tom

From: Bradford Craighead <bradfordcraighead@hotmail.com>
Sent: Thursday, October 24, 2024 4:50 PM
To: Rilling, Harry <hilling@norwalkct.gov>; Livingston, Thomas P. <tplivingston@norwalkct.gov>
Cc: Dixon, Irene <idixon@norwalkct.gov>; Sead, Jalin <councilmemberSead@norwalkct.gov>; Ayers, Nicol <NAyers@norwalkct.gov>; Tracy 24 Greene <tracycraighead@hotmail.com>
Subject: Reapportionment / Norwalk Green Historic District

CAUTION: EXTERNAL Email: Don't open links or attachments from untrusted senders

As the proprietors of Norwalk Green Living, my wife Tracy and I own six properties located on and around The Norwalk Green and manage about 40 different residential and commercial tenants.

We are also founders of the Norwalk Green Association, a neighborhood activist group that works with our key stakeholders to build community, promote cultural events and advocate for pedestrian safety, mobility and connectivity in Norwalk.

As appealing as it may be to effectively double our representation within the Common Council - by dividing up the core of our neighborhood into two districts - our conclusion is that we strongly support the alternative "Wells Plan".

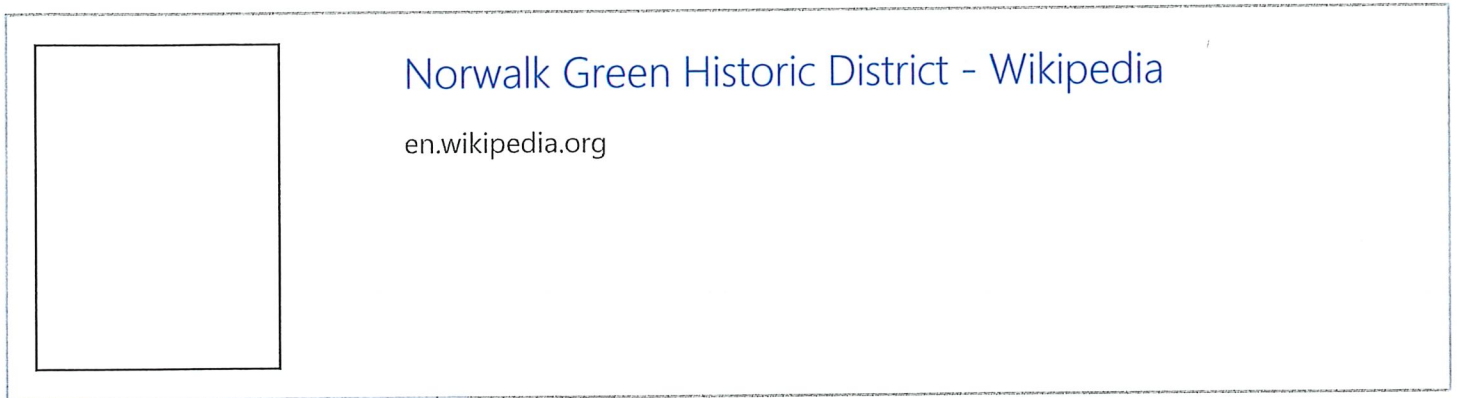
Proposed by Registrar of Voters Stuart Wells and recommended by the First Taxing District's Chair Elsa Obuchowski, the Wells Plan would preserve the geographic footprint of the Norwalk Green Historic within District A - an area that contains many of Norwalk's most iconic symbols: Morgan Avenue, the First Congregational Church, St. Paul's on The Green and Mill Hill Historic Park.

Listed on the National Register of Historic Places since 1987, the Norwalk Green Historic District contains 54 contributing buildings and 3 contributing sites which includes all of the areas listed above, including the Norwalk Green's Gazebo.

Norwalk is extremely fortunate to have a Historic District that is so rich in history and contains such a plentiful range of architectural gems, clearly we all need to work together to raise awareness about this special area because it's unique and designated status did not seem to be sufficiently considered as part of the reapportionment studies.

In recent years, the Norwalk Green Historic District has experienced a dramatic revitalization that has attracted thousands of visitors to the area - led by events hosted by the First Taxing District and the City of Norwalk, including Earth Day. Located at Norwalk's geographic center, and clearly a destination for many visitors, the District serves as a gateway to Wall Street for pedestrians - anything that would potentially divide the neighborhood and compromise the ongoing community building substantially warrants a more appropriate alternative in order to achieve the reapportionment goals of Norwalk.

https://en.wikipedia.org/wiki/Norwalk_Green_Historic_District



Brad & Tracy Craighead

Bradford P. Craighead

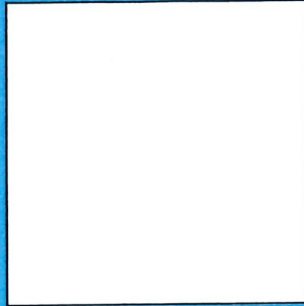
[Norwalk Green Living Properties](#)

[\(914\) 830-7879](#)

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Norwalk Green Association, [Fb](#) | [Instagram](#)



Message for Boards and Commissions: COMMON COUNCIL

To Member: All

Your Name: Tod BRyant

Your Email: todbryant23@gmail.com

Subject: District A reapportionment

Message:

The Norwalk Preservation Trust strongly supports keeping the center of District A intact. It is the historic center of the old Borough of Norwalk and should not be politically divided.

This area includes The Norwalk Green and its surroundings, including the Norwalk Green Historic District, the Norwalk Historical Society's Town House (a former city hall) at Mill Hill Historic Park and two historic churches.

It also includes the boundaries of the First Taxing District, which was created in the 1913 consolidation.

This part of central Norwalk was the Borough of Norwalk from 1836 until incorporation as the first City of Norwalk in 1893.

In 1913 the separate cities of Norwalk and South Norwalk, as well as the unincorporated portions of the Town of Norwalk consolidated to form the current City of Norwalk.

Dividing this historic area into two Council Districts serves no purpose. It would complicate the city's governance by having each half of this cohesive area represented by different councilmembers.

It would also put the First Taxing District, a remnant of the Old City of Norwalk, into two districts.

This division would make it difficult for citizens of those districts to knowledgeably vote for First Taxing District candidates for its governing body.

The plan proposed by Registrar of Voters Stuart Wells accomplishes the goals of redistricting without this disruptive division.

His deep knowledge of Norwalk and its voting districts far exceeds that of any consultant.

He has taken not only the practical aspects of population, but also Norwalk's history into account in his plan.

We are amazed and distressed that his recommendations are ignored. We urge you to follow Mr. Wells' plan to redistrict appropriately and to respect our own history.

Thank you for reaching out to us. This response confirms that we've received your message via our website submission form. We appreciate your interest and will get back to you as soon as possible.

If you have any further questions or require additional assistance, please contact Irene Dixon at idxon@norwalkct.gov.

Thank you,

City Clerk

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

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



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



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



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

SPECIAL MEETING AGENDA

- I. **ROLL CALL**
- II. **ACCEPTANCE OF MINUTES**
 - A. **Regular Meeting: October 22, 2024**
- III. **PUBLIC PARTICIPATION**
- IV. **MAYOR**
 - A. **RESIGNATIONS, APPOINTMENTS AND REAPPOINTMENTS**
 - 1. RESIGNATIONS
 - 2. APPOINTMENTS
 - 3. REAPPOINTMENTS

- a. Richard Clarke, Fair Housing Advisory Commission
- b. Daisy Franklin, Fair Housing Advisory Commission
- c. Joseph Mann, Fair Housing Advisory Commission
- d. Alexandra Sollazzo, Fair Housing Advisory Commission

B. MAYOR'S REMARKS

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. ECONOMIC AND COMMUNITY DEVELOPMENT

1. Authorize the Mayor, Harry W. Rilling, to enter into any and all Project Authorization Letters and other documents required by Conn. DOT needed for expenditure of funds under the Connecticut Department of Transportation's Urban Action Grant (UAG) Program for Improvements to Richards Avenue and West Cedar Street as part of State Project No. DOT01020376GR.

Acct. No.

363701 4120 G0060

363701 5799 G0060

2. Authorize the Mayor, Harry W. Rilling to execute any and all agreement(s) and other documents necessary to accept and receive the benefit of the EECBG Program Technical Assistance Voucher in the amount of \$144,600.
3. Authorize the Mayor, Harry W. Rilling, to enter into a Maintenance Agreement with the Connecticut Department of Transportation for State Project 102-375 (East Norwalk Connectivity Enhancements) for non-standard items.
Acct. No. 0924 3750 5777 C0562

B. LAND USE AND BUILDING MANAGEMENT

1. Approve the naming of the walking track at Malmquist Field in memory of Ms. Mary Roman, a Norwalk resident who left an indelible mark on the City of Norwalk she called home for over half a century. She was an accomplished athlete and contributed substantially to the Norwalk athletic community.
2. Hertz Furniture Systems LLC

- a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Hertz Furniture Systems LLC., for the student locker replacement at Roton Middle School for a total not to exceed \$159,900.00. Funds are available in Acct. #09255010 5777 C0722.
- b. Authorize the Norwalk Public Schools Facilities Department to issue Change Orders on this contract for a total not to exceed \$15,990.00. Funds are available in Acct. #09255010 5777 C0722.
3. Authorize the Mayor, Harry W. Rilling, to execute a 3-year agreement with ADT Security Services for the CCTV and security monitoring services for 3 Belden Avenue at a total annual cost of \$1,460.40. Funds are available from the following account #014088 5298.
4. Authorize the Mayor, Harry W. Rilling, to execute a 5-year agreement with Security Specialists, a division of Alert Systems LLC, for the security monitoring services at South Norwalk Library for an annual cost of \$480.00. Funds are available from the following account #016220 5296.

C. ORDINANCE

1. Approve new ordinance: Complete Streets (Sections 1 through 10)
2. Approve new ordinance section: Chapter 9 – Administration, Article IX – Reapportionment Advisory Committee, Section 9-32 – Districts Established
3. Approve Reapportionment Advisory Committee's Proposed Plan, Map and Letter

D. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Authorize the Mayor, Harry W. Rilling, to execute the Multi-municipality Interlocal Agreement entitled "Amended and Restated Interlocal Agreement, Fairfield County Hazardous Incident Response Team".
2. Authorize the Mayor, Harry W. Rilling, to sign a 4-year agreement for the iNet exchange program with Industrial Scientific Corporation for replacement of gas detection equipment (meters) for all apparatus citywide. The subscription program will allow us to own the equipment once the 48-month term has concluded. We will be billed monthly in the amount of \$793.95 by Industrial Scientific Corporation for a total 4-year-term cost not to exceed \$38,109.60 from account # 0131-20-5262.
3. Authorize the Mayor, Harry W. Rilling, to execute a contract with Delta Level Defense for a total not to exceed \$26,684.22 for the purchase of 19 sets of tactical body armor. (Munis Acct. 0133120-5341)
4. Authorize the Mayor, Harry W. Rilling, to execute a contract with MES Shipman's Fire Equipment for a total not to exceed \$279,591.25 for new Fire Department SCBA air bottles, compliant with the latest NFPA standard. (Munis Acct. 0131205269)
5. Authorize the Mayor, Harry W. Rilling, to execute a contract with Gengras Ford for a

total not to exceed \$154,230.00 for the purchase of two Ford Explorer staff vehicles. This project is funded through ARPA funds as approved at the August 13, 2024 Common Council Meeting. (Acct. 133110-5796-AFN03)

6. Drug Recognition Enforcement Instructor Grant

- a.** Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under the Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant.
- b.** Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant.

7. State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-2A Grant

- a.** Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-2A Grant.
- b.** Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-2A Grant.

8. State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-1A Grant

- a.** Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-1A Grant.
- b.** Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-1A Grant.

9. Click it or Ticket (CIOT) Enforcement Grant

- a.** Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under The Connecticut Department of Transportation Highway Safety Project Number 0205-0702-CD, 25/25 Click it or Ticket (CIOT) Enforcement Grant
- b.** Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement The Connecticut Department of Transportation Highway Safety Project Number 0205-0702-CD, 25/25 Click it or Ticket (CIOT) Enforcement Grant

10. FY25 DUI Enforcement Grant

- a. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under The Connecticut Department of Transportation Highway Safety, FY25 DUI Enforcement Grant, Project number 0205-0722-1-BD.
- b. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Connecticut Department of Transportation Highway Safety, FY25 DUI Enforcement Grant, Project number 0205-0722-1-BD

E. PUBLIC WORKS

1. Authorize the Mayor, Harry W. Rilling, to execute the Second Supplemental Project Authorization Letter to Walk Bridge Program - 301-0515NP Project, whereby the City of Norwalk will transfer funds in the amount of \$821,637.00 on November 15, 2024, and \$821,637.00 on July 1, 2025, to fund the undergrounding of utility lines on East Ave from Fort Point Street to Olmstead Place to be performed by Conn DOT.
Account No.
09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 24 4021 5777 C0471
09 25 4021 5777 C0471
09 26 4021 5777 C0471
2. Authorize the purchasing agent to authorize a sole source purchase order to Gabrielli Truck Sales for the purchase of one (1) 2026 Mack Granite Plow Truck, for a sum not to exceed \$310,139.00.

F. RECREATION, PARKS AND CULTURAL AFFAIRS

1. Authorize the Mayor, Harry W. Rilling, to execute a license agreement with the Norwalk Housing Authority ("NHA") permitting NHA, and its contractors to make use of Meadow Street Pocket Park at no cost through September 2025 for set up of mobile office and vehicular parking in connection with NHA's Redevelopment of Meadow Garden at 45 Meadow Street.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

REAPPOINTMENTS

FAIR HOUSING ADVISORY COMMISSION

M/C

Nwlk. Code 59-A

RICHARD CLARKE (D)

31 Merwin Street
Norwalk, CT 06850

Term Expires - 9/1/2026

DAISY FRANKLIN (D)

2 Goodrow Street
Norwalk, CT 06855

Term Expires - 9/1/2027

JOSEPH MANN (D)

28 Lexington Avenue
Norwalk, CT 06854

Term Expires - 9/1/2027

ALEXANDRA SOLLAZZO (U)

3 Crossland Place
Norwalk, CT 06851

Term Expires - 9/1/2026



ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

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

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

Members of the public who wish to provide "live comments" may also use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called by the host of the meeting during the public comment section.

All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.

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

Mayor Rilling called the meeting to order at 7:30 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. Dixon called the Roll:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Mr. Johan Lopez	Ms. Nora Niedzielski Eichner (7:47 p.m.)
	Ms. Barbara Smyth	

District A: Ms. Nicol Ayers Mr. Jalin Sead (joined while meeting in progress)
District B: Mr. Dajuan Wiggins Ms. Darlene Young
District C: Ms. Nicole Eaddy Ms. Anne Wennerstrand
District D: Ms. Heather Dunn Mr. Douglas W. Sutton
District E: Mr. James Frayer

At Roll Call there were twelve (12) Common Councilmembers present and three (3) absent (Ms. Niedzielski Eichner, Mr. Sead and Ms. Shanahan). A Quorum was present.

Also present were Mayor, Harry Rilling; City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting: October 8, 2024

The following correction was made to the minutes:

Remove Mr. Frayer's name under attendance.

**** MR. BURNETT MOVED TO ACCEPT THE MINUTES AS CORRECTED**
**** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

There were no members of the public who wished to comment this evening.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS:

**** MS. YOUNG MOVED TO APPROVE THE FOLLOWING APPOINTMENT**
BRENDA PENN-WILLIAMS, FAIR HOUSING ADVISORY COMMISSION

Ms. Young and Ms. Smyth spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS: There were no reappointments announced this evening.

MAYOR'S REMARKS:

Mayor Rilling welcomed Ms. Anne Wennerstrand to the Common Council where she will represent District C. He said Mr. McQuaid administered the Oath of Office yesterday. He announced that early voting, prior to the November 5th General Election, will begin on Monday and goes through Sunday, November 3 from 10 a.m. to 6:00 p.m. and includes weekends. He added that people will be able to register to vote at City Hall. Mayor Rilling encouraged everyone to vote, noting that people sacrificed so much to give us the right to vote.

City Hall will have extended early voting hours on October 29th and October 31st which take place from 8:00 a.m. to 8:00 p.m. Mayor Rilling announced the Halloween Nightfair, which is a family friendly event that will take place this Saturday, October 26th, from 2:00 p.m. to 10:00 p.m. Mayor Rilling mentioned the groundbreaking for the Wall Street Project and thanked everyone who has been part of this effort over the years. This project will bring 115 affordable housing units.

V. COUNCIL PRESIDENT

**** MS. YOUNG MOVED TO TAKE THE AGENDA OUT OF ORDER AND MOVE
THE ECONOMIC OUTLOOK PRESENTATION TO LATER IN THE AGENDA
** MOTION PASSED UNANIMOUSLY**

B. RESIGNATIONS AND APPOINTMENTS

There were no resignations or appointments announced this evening.

C. CONSENT CALENDAR:

Ms. Young announced that Mr. Sutton would be reading this evening's Consent Calendar.

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

**** MR. SUTTON MOVED TO APPROVE THE FOLLOWING CONSENT
CALENDAR**

A. COMMUNITY SERVICES

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY TO EXTEND THE STUDENT PRACTICUM/INTERNSHIP AGREEMENT BETWEEN THE CITY OF NORWALK HEALTH DEPARTMENT AND SACRED HEART UNIVERSITY HEALTH PROFESSIONS PROGRAMS FOR A PERIOD OF TWO (2) YEARS ENDING ON DECEMBER 31, 2026.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY WITH ELM CITY VILLAGE, INC. AND THE HOUSE OF DARLA TO PROVIDE VITAL SERVICES TO HIGH-RISK YOUTH REFERRED TO THE JUVENILE REVIEW BOARD (JRB), CARE COORDINATION, AND HIGH UTILIZERS OF COMMUNITY SERVICES IN THE AMOUNT OF \$50,000 ADMINISTERED BY THE HUMAN SERVICES DEPARTMENT. ACCOUNT # 132010-5796-ACS02.

**** MOTION PASSED UNANIMOUSLY**

A. COMMUNITY SERVICES

Due to a potential conflict of interest, Ms. Ayers, Ms. Young, Mr. Sutton and Mr. Wiggins left the Common Council chambers.

**** MR. BURNETT MOVED TO AUTHORIZE MAYOR HARRY W. RILLING TO EXECUTE ANY AND ALL NECESSARY AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS WITH THE SELECTED NONPROFIT ORGANIZATIONS, AS OUTLINED IN THE FINAL ARPA NONPROFIT GRANT ALLOCATIONS REPORT. IN THE AMOUNT OF \$700,000 FROM THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO 20 NONPROFIT ORGANIZATIONS TO SUPPORT THEIR RECOVERY EFFORTS AND CONTINUED SERVICE TO THE NORWALK COMMUNITY, AS ADMINISTERED BY THE COMMUNITY SERVICES DEPARTMENT. FUNDING SOURCE: ARPA ACCOUNT 132010-5796-ACS03 (\$400,000) AND 140000-5796-ACMF5 (\$300,000).**

Mr. Burnett introduced the item.

Mr. Daniels, Chief of Community Services reviewed the item and expressed his thanks to Mayor Rilling who made the commitment to support non-profits. Ms. Niedzielski Eichner thanked everyone involved in this effort. Mayor Rilling added that the ARPA funds given to Norwalk amounted to \$39 million. These funds helped carry the local non profits.

**** MOTION PASSED UNANIMOUSLY**

Ms. Ayers, Ms. Young, Mr. Sutton and Mr. Wiggins returned to the Common Council chambers.

V. COUNCIL PRESIDENT (continued)

A. General Business

1. Economic outlook presentation.

Ms. Young introduced Ms. Shannon O'Toole Giandurco, President of the Greater Norwalk Chamber of Commerce.

Ms. O'Toole Giandurco introduced herself. She noted that during her time, the Chamber of Commerce has welcomed 40 new members.

Ms. O'Toole Giandurco presented the economic outlook and fielded questions from Common Council members.

Following the presentation, Ms. Young thanked Ms. O'Toole Giandurco and said she would like to offer these presentations on a regular basis.

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions offered from common council members this evening

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed to a specific date this evening.

X. SUSPENSION OF RULES

There were no suspensions of the rules this evening.

XI. ADJOURNMENT

**** MR. GOLDSTEIN MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 8:14 p.m.

ATTEST:

Irene Dixon, City Clerk

REV. RICHARD WESLEY CLARKE, DMin.

31 Merwin Street

Norwalk, CT 06850

Email: rwaclarke@hotmail.com

(C) 203 434-7495; (H) 203 852-7115; (O) 203 866-1042

Nationality: USA Citizen



ORDINATION (African Methodist Episcopal Church)

- ♦ Itinerant Elder – 1994
- ♦ Itinerant Deacon – 1992
- ♦ Called to Ministry – 1986

EDUCATIONAL EXPERIENCE

- ♦ **Doctor of Ministry** – Transformational Leadership for the Global City 2008 – 2012
Payne Theological Seminary, Wilberforce, Ohio, in conjunction with Bakke Graduate University, Seattle, Washington
 - Dissertation: *Transforming the Church Culture of Ineffective Urban Ministry: A Way to Reaching Urban Residents in Norwalk, Connecticut*
 - Advisor: Dr. James T. Roberson
- ♦ **Master of Divinity** with an emphasis in Ethics, Payne Theological Seminary, 2004 – 2007
Wilberforce, Ohio. Graduated top of the class with high academic honors
- ♦ **Bachelor of Arts in Theology** with an emphasis in African Studies 1992 – 1997
Bryant Theological Seminary, African Methodist Episcopal University, Monrovia, Liberia
- ♦ **Diploma in General Science**, Monrovia College, Monrovia, Liberia 1990 – 1992

PROFESSIONAL/ADMINISTRATIVE EXPERIENCE

- **Pastor – Bethel African Methodist Episcopal Church,** 2009 – Present
Norwalk, Connecticut (USA)
- **Member – Board of Trustees** of the African Methodist Episcopal Church, 2010 – Present
New England Conference (USA)
- **Dean – New England Conference Ministerial Institute** 2022 – Present
African Methodist Episcopal Church (USA)
- **Co-Chairperson – Martin Luther King, Jr., Corridor Economic Development Initiative (Norwalk, CT) (USA)** 2019 – Present
- **President – Interdenominational Ministers' Fellowship of Norwalk and Vicinity (USA)** 2017 – Present
- **Associate Dean – New England Conference Ministerial Institute** 2010 – 2021
African Methodist Episcopal Church (USA)
- **Chief Administrator**, Geda African Methodist Episcopal High School 2003 – 2004
Brewerville, Liberia
- **Chairperson**, Board of Examiners & Ministerial Training Institute 2001 – 2004
Liberia Conference AME Church, 14th Episcopal District

- **Presiding Elder – AME Church**
Gbarnga District, 14th Episcopal District, West Africa 2000 – 2004
- **Vice-Chairperson – Board of Education**
Salvation and Deliverance Academy, Monrovia, Liberia, 1995 – 1999
(A school providing education for the less fortunate within Greater Monrovia, Liberia.)
- **Director of Social Services/Personnel Director**
Africa Charitable Development Organization, Monrovia, Liberia. 1994 – 1997
- **Pastor – Greater Green Memorial AME Church, Clay-Ashland, Liberia** 1991 – 2000

TEACHING EXPERIENCE

- **Lecturer – Ministerial Studies, Yale Divinity School (New Haven, CT)** 2014
- **Pastoral Resident/Instructor (Old Testament)**
Historic Charles Street AME Church, Boston, Massachusetts 2007 – 2009
- **Teaching Assistant, African Methodist Episcopal University,**
Monrovia, Liberia 2001 – 2004
- **Faculty Representative to the Administration**
Monrovia College and Industrial Training School, Monrovia, Liberia 2000 – 2004
- **Instructor – African and Religious Studies**
Monrovia College and Industrial Training School, Monrovia, Liberia. 1997 – 2004

COMMUNITY INVOLVEMENT

- **Member – Mayor’s COVID-19 Vaccination Taskforce (Norwalk, CT)** 2020 – 2021
- **Member – The Mayor Select Committee on Equity and Justice for All**
(Norwalk, CT) 2020 – 2021

PROFESSIONAL INTEREST

- ♦ African Studies
- ♦ Ethics
- ♦ Leadership Studies
- ♦ Philosophy
- ♦ Religious Studies

REFERENCES: Available upon request.

D

Daisy Marie Franklin
2 Goodrow Street, Apt. 2
Norwalk, CT 06855
(203) 943-5252
dmfsilver@yahoo.com

OBJECTIVE

To obtain reappointment to the Fair Housing Advisory Commission. I served on the Fair Housing Advisory Commission as the representative of the Norwalk Branch NAACP from 2012 – 2023 and now seek appointment to the FHAC as a representative of the Norwalk Redevelopment Agency. This way, I can continue to be of service to my community, be an advocate for those whose voices are unheard and make a meaningful difference in the lives of all Norwalk residents.

HIGHLIGHTS OF COMMUNITY ACTIVITIES AND INTERESTS

- Strong community advocate for the empowerment of individuals and neighborhoods
- National Low Income Housing Coalition board member for 10 years.
- Active member of the Fair Housing Advisory Commission for 11 years, speaking publicly about Fair Housing issues including affordable housing, zoning issues, discrimination of all types; helping to organize and present Fair Housing educational programs regarding segregation in Connecticut, accessibility for people with disabilities (construction requirements) to new apartment buildings, sexual harassment in housing, how “place”, meaning where you live, matters (for educational and job opportunities) and more
- Active Board member of the Fair Housing Association of CT, the state’s 200+ member fair housing organization, including helping to organize annual Fair Housing conferences.
- Community outreach
- Volunteer in school activities of grandchildren’s school (Marvin)
- Girl Scout Leader (Marvin)
- Member of and Past Worthy Matron for the areas of Stamford and Norwalk, the Order of the Eastern Star, a Freemason organization.
- Commissioner, Norwalk Human Relations Commission
- Secretary and member of Board of Directors of the former NEON
- Active in Bethel AME Church in Norwalk, including as Trustee, Stewardess, Evangelist, Youth Leader and Sunday School teacher.

EDUCATION AND EXPERIENCE

- Classes at Norwalk Community College, Norwalk, CT
- Marvin School of Electronics, Norwalk, CT
- Electronics Technician, Harrel, Inc., Norwalk, CT
- Home Health Aide, Community and Visiting Nurses, Norwalk, CT

Joseph E. Mann

Jemann1985@gmail.com

28 Lexington Avenue, Norwalk, CT 06854

(203) 246-2444

Community oriented individual seeking an appointment to the Fair Housing Advisory Commission of Norwalk Connecticut to assist with monitoring private and public housing practices for compatibility with fair housing laws and objectives, identifying problem areas and making recommendations to the Mayor, Common Council and Housing Site Development Agency/Norwalk Redevelopment Agency and other appropriate city agencies/commissions.

RELEVANT EXPERIENCE**NORWALK ECONOMIC OPPORTUNITY NOW, INC., Norwalk, CT***President & Chief Executive Officer (April 2006 – June 2012)*

- Promoted to provide executive leadership of \$14 million private non-profit organization providing comprehensive social services that centers on education, public/social advocacy, economic development, children and families, community development, workforce development, self sufficiency, housing and transitional services.
- Functioned as spokesman for state-wide and regional community action agencies. Served as Vice Chair of the Connecticut Association for Community Action (12 agencies) and as President of the New England Community Action Partnership (6 states-64 agencies).

Deputy Director (June 2004 - April 2006)

- Responsibility for all operational and service programs.

Director, Technology & Development (1996 -2004)

- Introduced and implemented organization's local area and wide area networking operations and equipment.
- Managed Section Eight Housing Assistance Program.

Connecticut General Assembly, Hartford, CT*State Representative (January 2003 – January 2007)*

- Elected to represent the 140th District (Norwalk) for two terms. Election followed several years as elected member and President of the Norwalk Common Council.
- Served in the CT legislature as a member of Human Services, Labor, Higher Education & Employment Advancement Committees and Vice Chair of the Select Committee on Housing.

LEADERSHIP AND COMMUNITY EXPERIENCE**Norwalk Community Health Center Board of Directors, 2005-present, currently serving as Chairman****Norwalk Hospital Board of Trustees, 2005-2014, served as Board Secretary 2009-2012****Maritime Aquarium of Norwalk, Board of Trustees, 2006-2011, also previously served as member of Authority****Norwalk YMCA Board of Trustees, 2005-2011****Norwalk Branch NAACP, Treasurer, 2008-2012, 2014-present****Norwalk Common Council, Represented District B, 1991-1995 & 1998-2003; Council President 2001-2002****Second Taxing District Electrical Commissioner, Vice Chair****Norwalk Housing Partnership****Norwalk Democratic Town & City Committee, Vice Chairman, three 2- year terms****District B Democratic Committee, Chairman, three 2-year terms****COMMUNITY SERVICE RECOGNITIONS**

100 Most Influential Blacks in the State of CT for 2009 and 2011, Connecticut State Conference of the NAACP
 The Thurgood Marshall Community Service Award, Quinnipiac University, Black Law School Student's Association
 Omega Man of the Year, Alpha Nu Chapter of Omega Psi Phi Fraternity, Inc.
 Man of the Year, G. W. Carver Foundation Youth Development Program
 Recognition Award for Outstanding Advocacy, Mid Fairfield Child Guidance Center
 Recognition Award for Outstanding Legislative Leadership, Connecticut Community Providers Association
 Community Service Award, Parent Leadership Training Institute (PLTI)
 The Reverend J. P. Ball Award for Community Leadership, Norwalk Branch NAACP
 Distinguished Service and Superior Service Awards, Alpha Nu Chapter, Omega Psi Phi Fraternity, Inc.

Alexandra Sollazzo, LMSW

3 Crossland Place, Norwalk, CT ♦ (203) 246-5439 ♦ alexandrasollazzo@yahoo.com



EXPERIENCE

- October 2019-Present** **FAMILY & CHILDREN'S AGENCY** Norwalk, CT
Program Manager, Supportive Housing
- Hires, conducts training and supervises a large team of housing case managers.
 - Serves as liaison between the Housing Authority, HUD, DOH, and the client.
 - Ensures compliance with all data entry; confirms that data reporting requirements and outcomes are being met throughout the program.
 - Financially responsible for issuing payment to scattered housing sites and verifying all leases abide by CT Fair Housing laws.
- April 2017-Present** **REVIVE CENTER FOR WELLNESS** Norwalk, CT
Clinician—Individual Counseling
- Provides individualized therapy sessions, primarily concentrating in servicing pre-adoptive youth, young adults, and families.
 - Continually assesses clients' well-being and provides tailored short- and long-term goals and solutions.
 - Collaborates in planning and execution of community-based wellness events.
- May 2014-October 2019** **FAMILY & CHILDREN'S AGENCY** Norwalk, CT
Social Worker, Caregiver Support Team
- Provides intensive in-home support services for kinship care and pre-adoptive families.
 - Assesses natural supports in the home, children's needs, and overall family needs in order to address the impact of intergenerational trauma and preserve the placement.
 - Collaborates with DCF and other providers regarding establishment and execution of permanency plan for foster children.
 - Supervises and directs masters'-level interns with eye toward fostering application of classroom teachings in practice.
- September 2013-May 2014** **FAMILY & CHILDREN'S AGENCY** Norwalk, CT
Intern, Homecare Department
- Provided assessment, counseling, and other social services to seniors and their caregivers.
 - Led senior-based educational groups at the local senior center.
 - Conducted community outreach to local senior service organizations and oversaw presentations to seniors throughout Fairfield County.
 - Supported and counseled personal alert clients after return home from emergent care.

EDUCATION

Fordham University, New York, NY
Master of Social Work, May 2014

Western Connecticut State University, Danbury, CT
Bachelor of Science, Social Work, May 2013
Honors: Who's Who of American Colleges and Universities
 Captain, Cheerleading Team, 2012-13

CERTIFICATES AND TRAINING

Certificates: SIFI Supervisor Certified; State of CT Mandated Reporter Training Certified
Training: *Working With Undocumented Individuals;2020*
 Providing Trauma Informed Supervision;2020



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Economic and Community Development Committee of the Common Council

FROM: Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, TMP

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
James Travers – Director of Transportation, Mobility and Parking

REF: November 7th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling to enter into any and all agreements related to Improvements to Richards Avenue and West Cedar Street as part of State Project No. DOT01020376GR with funding administered through the Connecticut Department of Transportation’s Urban Action Grant (UAG) Program; and all other agreements and documents required thereunder.

DATE: November 1, 2024

Memorandum

The State of Connecticut has allocated and authorized \$1,000,000 through the Bond Commission for the design, construction, and related expenses of a Roundabout at the intersection of Richards Avenue and West Cedar Street, including roadway improvements along the Connecticut State Colleges and Universities (CSCU) Norwalk Campus. The funding provides a grant-in-aid administered through the Connecticut Department of Transportation’s Urban Action Grant (UAG) Program. This project is one hundred percent (100%) State participation.

The transportation project includes the installation of a modern roundabout to replace an aging traffic signal to improve traffic flow, operations, and safety for all roadway users, while also serving as a gateway to the neighborhood. It also includes several Complete Streets improvements including right-sizing Richards Avenue to balance all modes of transportation within the corridor and better connect the easterly and westerly CSCU Norwalk campuses.

The project will improve connectivity and mobility along the campus with pedestrian friendly features including wider sidewalks/paths, improved crossings, pedestrian level lighting, street trees and green infrastructure. The Transportation Mobility and Parking Department plans to hold a public meeting to introduce the project and share preliminary concepts early 2025.

- A. Authorize the Mayor, Harry W. Rilling to enter into any and all Project Authorization Letters and other documents required by Conn. DOT needed for expenditure of funds under the Connecticut Department of Transportation's Urban Action Grant (UAG) Program for Improvements to Richards Avenue and West Cedar Street as part of State Project No. DOT01020376GR.

Acct. No. 363701 4120 G0060
363701 5799 G0060



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Economic and Community Development Committee of the Common Council

FROM: Bryan Lutz – Assistant Director of Parking

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
James Travers – Director of Transportation, Mobility and Parking

REF: November 7th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling to enter into any and all agreements related to the Energy Efficiency Conservation Grant Block (EECBG) Program as part of the EECBG Program Technical Assistance Vouchers with management and funding administered through the Department of Energy (DOE); and all other agreements and documents required thereunder.

DATE: November 1, 2024

Memorandum

The City of Norwalk applied for this voucher program to conduct a comprehensive review of electric vehicle (EV) infrastructure and needs. This grant, fully funded and administered by the DOE. They will contract with a vendor, pay the vendor directly, and provide the City with an end report. There is no transference of funds associated with this program and no City funds required.

This initiative will help us plan, design, collect data, manage projects, train staff, conduct outreach, report findings, and analyze the development of EV-related projects—without any physical modifications to structures or ground disturbances.

The DOE has allocated \$144,600 through the EECBG Program Technical Assistance Voucher. This program is designed to help the City of Norwalk develop strategies to reduce energy use, lower fossil fuel emissions, and improve energy efficiency. Activities funded by the EECBG Technical Assistance Voucher will focus solely on desktop and administrative tasks, avoiding any physical modifications to structures or ground disturbances.

Proposed Authorization:

Authorize the Mayor, Harry W. Rilling to execute any and all agreement(s) and other documents necessary to accept and receive the benefit of the EECBG Program Technical Assistance Voucher in the amount of \$144,600.



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Economic and Community Development Committee of the Common Council

FROM: Greg Pacelli – Transportation Planner, TMP

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
James Travers – Director of Transportation, Mobility and Parking
Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, TMP

REF: November 7th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling, to enter into a Maintenance Agreement with the Connecticut Department of Transportation under State Project 102-375 “East Norwalk Connectivity Enhancements” for non-standard items.

DATE: November 5, 2024

Memorandum

State Project 102-375, East Norwalk Connectivity Enhancements, includes drainage upgrades, roadway paving, sidewalk construction, crosswalks, pavement markings, and the addition of bike lanes. The project is situated south of the East Norwalk Train Station and encompasses roadway improvements along State Route 136 (East Avenue) and State Route 136 (Gregory Boulevard).

The Connecticut Department of Transportation will be responsible for overseeing all construction related activities as part of State Project 102-375. The project is scheduled to begin construction in 2025.

Upon completion of the roadway improvements, the city will be responsible maintenance as related for non-standard items, which is outlined within the Maintenance Agreement (Attachment 1).

- a. Authorize the Mayor, Harry W. Rilling, to enter into a Maintenance Agreement with the Connecticut Department of Transportation for State Project 102-375 (East Norwalk Connectivity Enhancements) for non-standard items.

Account Number

0924 3750 5777 C0562



October 9, 2024

The Honorable Harry W. Rilling
Mayor
City of Norwalk
125 East Avenue
Norwalk, Connecticut 06851

Dear Mayor Rilling:

Subject: **Project Authorization Letter** - Maintenance
East Norwalk Connectivity Enhancements
State Project No. 0102-0375
Master Agreement No. 11.29-02(12)
CORE ID No. 13DOT0237AA
City of Norwalk

On April 11, 2013, the State of Connecticut, Department of Transportation (CTDOT) and the City of Norwalk (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. Except for the term "Construction Project," the capitalized terms used in this PAL are the same as those used in the Master Agreement. The CTDOT and the Municipality agree that "Construction Project," as referred to in this PAL, means the construction phase activities undertaken by the CTDOT to construct improvements on State-owned and/or State-maintained facilities.

The CTDOT is responsible for the Administration of the Construction Project noted above.

The project "East Norwalk Connectivity Enhancements" is located in East Norwalk, south of the MNR bridge over East Ave. The scope of work includes roadway work on East Ave. and Gregory Blvd. including drainage improvements along Gregory Blvd., paving, and new striping to include a proposed bike lane.

Upon completion of the Construction Project, the subject land will be released to the Municipality and the Municipality shall continue to maintain full responsibility for all maintenance, repairs, and snow and ice removal.

2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546
860-594-2000

[CT.GOV/DOT](https://www.ct.gov/dot)

The Honorable Harry W. Rilling

- 2 -

October 9, 2024

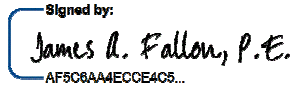
In addition, the Municipality will be responsible for the following maintenance items:

- Preformed thermoplastic crosswalk pavement markings on State Route 136.
- Pavement markings and snow plowing in the area north of the bump out located on the west side of East Avenue just north of the Van Zant Street intersection approximately between stations 8+00 and 8+50.
- Green methyl methacrylate (MMA) paint in bicycle lanes and dotted bicycle extension lines (CAT tracks)

Please indicate your concurrence with the PAL by signing below on or before October 16, 2024 and returning a copy to the Project Manager listed below at the letterhead address. By signing below, the Municipality agrees to assume full responsibility for the maintenance as described above. Submission of the Written Acknowledgement of the PAL by hard copy, facsimile, or electronic transmission is acceptable. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project. Please retain a copy of this signed PAL for your records.

If you have any questions, please contact the Project Manager, Gregory A. Funk at (860) 594-3214 or Gregory.Funk@ct.gov.

Very truly yours,

Signed by:

 AF5C6AA4ECCE4C5...

James A. Fallon, P.E.
 Assistant Chief Engineer
 Bureau of Engineering and Construction

Concurred By _____
 The Honorable Harry W. Rilling
 Mayor

Date _____

MARY ROMAN

‘A Norwalk Treasure’

By George Albano

VII.B.
1.

The late Mary Roman was truly a Norwalk treasure who left an indelible mark on the city she called home for over half a century.

Whether it was her work in local government as Norwalk’s City Clerk, or her 25 years as a bank executive, or as a tireless volunteer who served on several boards and commissions, Mary made an impact on everything she was involved in.

For the last three decades of her life, Mary Roman left a lasting mark in track and field. Displaying the same focus and passion she exhibited in her many other endeavors; Mary became one of the top senior Olympians in the world.

Born in Pittsfield, Mass., Mary was always athletic but grew up at a time when opportunities for girls to play sports were limited. A Norwalk resident since 1964, she was introduced to Connecticut Senior Olympics in 1987 when her husband competed, and she went along to support him.

The experience inspired her to enter in 1989, and by 1991 she had qualified for her first National Senior Olympics in Baton Rouge, Louisiana. Before long she was qualifying for the World Senior Games and USATF Masters Track and Field Championships. Then in 1996, just seven years after she began competing, Mary earned her way to the first ever International Senior Olympics in Bermuda, where 3,500 athletes from 50 countries competed.

Meanwhile, her collection of medals grew. During her 30 years of competition, Mary Roman won nearly 300 gold, silver and bronze medals while representing Norwalk around the country and across the globe in high-level championship meets held at such locations as Spain, Italy, Australia, British Columbia and Brazil.

Along the way, Mary re-wrote more than one record book. At one time, she held the American record in the shot put in the women’s 65-69, 70-74, 75-79 and, at the time of her passing, 80-84 age groups. She was also ranked first in the U.S. in the shot put, weight throw and super weight throw in both the 75-79 and 80-84 divisions as well as No. 1 in the world in both the super and ultra-weight throws. In addition, she was consistently among the top sprinters in the 100 and 200 meters in her age group.

Mary was the perfect example of someone who “got better with age.” Not even a heart attack in 2003, at the age of 68, could slow her down. Once she recovered, she continued her athletic pursuits and assault on the record books.

In fact, seven years later Mary Roman was named the 2010 Norwalk Sports Person of the Year by the Fairfield County Sports Commission. Then in 2016, after winning six medals (two gold, two silver and two bronze) in the women’s 80-84 age division at the World Masters Association

Track and Field Championships in Australia, Mary was selected as the Connecticut Masters Games Athlete of the Year.

That same year, she was named the USATF Athlete of the Year in her age group, while in the fall she was named Athlete of the Year for all age groups by the Massachusetts Velocity Track Club. That's three Athlete of the Year awards in one year at the age of 81.

Over the years, Mary Roman was the subject of many newspaper articles. During my own career as a local sports columnist, I wrote about her exploits often. I always referred to Mary Roman as "Norwalk's Ageless Wonder."

Mary's achievements in track and field are even more remarkable when you consider she contracted polio as a child. She was advised by her doctor to take up horseback riding as a way to strengthen her legs. As Mary herself often pointed out, "I guess it worked."

Track and field was not the only thing that kept this mother of five sons busy. Her work in the community included serving as Rotary Club president, a commissioner for the Oak Hills Golf Course, appointed to the Mayor's Police Community Relations Advisory Committee, and the city's Charter Revision Commission. She was also a board member at STAR, the Norwalk Senior Center, the YMCA, and, at the time of her passing, was treasurer of the Norwalk Old Timers Athletic Association and a volunteer at the Norwalk Library Historical Room.

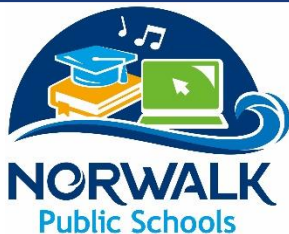
In addition, with her childhood background in horseback riding, Mary also found the time to volunteer with 'Pegasus,' an organization which provides therapeutic horseback riding for the mentally and physically challenged.

It seemed nothing could stop Mary Roman, but sadly a global pandemic finally did and on March 23, 2020, "Norwalk's Ageless Wonder" passed away of complications from the coronavirus disease at the age of 84.

But Mary Roman's presence, contributions, and impact on the city she loved and served should never be forgotten, which is why it would be a fitting tribute for the track at Malmquist Field – right behind the City Hall building she once worked at - be named in memory of one of Norwalk's true treasures.

ACTION REQUESTED:

"Approve the naming of the walking track at Malmquist Field in memory of Ms. Mary Roman, a Norwalk resident who left an indelible mark on the City of Norwalk she called home for over half a century with a special interest in athletic excellence."



William Hodel
 Director of Facilities & Maintenance
hodelw@norwalkps.org
 P: 203-854-4053 / F: 203-854-4005
 125 East Avenue, PO BOX 6001
 Norwalk, CT 06852-6001

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: WILLIAM HODEL, DIRECTOR OF FACILITIES & MAINTENANCE

RE: NPS – STUDENT LOCKER REPLACEMENT AT ROTON MIDDLE SCHOOL

DATE: OCTOBER 29, 2024

The lockers currently serving the students Roton Middle School are original to the school and are very narrow making it difficult to accept today's book bags and textbooks resulting in many complaints by students and parents. Additionally, numerous breakdowns have occurred, and the lockers have reached the end of their useful life.

The City's Purchasing Department solicited requests for proposals aimed at student locker replacement at Roton Middle School. A total of two bids were received to perform this work. After review of each bid response, Hertz Furniture has been determined to be the apparent low bidder. Hertz Furniture is a firm that has served Norwalk Public Schools well with furniture purchases and installation in the past and have served many other Connecticut municipalities.

FIRM	BID AMOUNT
Hertz Furniture Systems LLC	\$159,900.00
CSNE LLC	\$180,204.00

Review bids for student locker replacement at Roton Middle School and refer the following to the Common Council for action:

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Hertz Furniture Systems LLC for the student locker replacement at Roton Middle School for a total not to exceed \$159,900.00. Funds are available in Acct. #09255010 5777 C0722.**
- b. **Authorize the NPS Facilities Department to issue Change Orders on this contract for a total not to exceed \$15,990.00. Funds are available in Acct. #09255010 5777 C0722.**

cc: Sandra Faioes
 Nina Laria
 Ayda Castillo
 George Sevc
 Brian Collins
 Alan Lo
 JoAnn Acquarulo



Office of Building Management
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: NEIL RENNIE, PROPERTY MANAGER

DATE: NOVEMBER 7, 2024

RE: 3 BELDEN AVENUE – SECURITY MONITORING

The Office of Building Management has selected ADT Security Services to support ongoing security upgrades, establishing a three-year CCTV and burglary monitoring agreement for 3 Belden Avenue at a monthly rate of \$121.70. This relationship should enhance security infrastructure and ensure consistent monitoring over the contract term.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute a 3-year agreement with ADT Security Services for the CCTV and security monitoring services for 3 Belden Avenue at a total annual cost of \$1,460.40. Funds are available from the following account #014088 5298.



Office of Building Management
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: NEIL RENNIE, PROPERTY MANAGER

DATE: NOVEMBER 1, 2024

RE: SOUTH NORWALK LIBRARY – SECURITY MONITORING

The administration has chosen Security Specialists, a division of Alert Systems LLC, to support ongoing security upgrades, by establishing a five-year monitoring agreement with a monthly rate of \$39.99. This partnership should enhance security infrastructure and ensure consistent monitoring over the contract term.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute a 5-year agreement with Security Specialists, a division of Alert Systems LLC, for the security monitoring services at South Norwalk Library for an annual cost of \$480.00. Funds are available from the following account #016220 5296.

COMPLETE STREETS

§ 1-1. Purpose.

The City of Norwalk continually strives to become a more livable, sustainable, and equitable city. To do that, Norwalk seeks to improve its transportation infrastructure by implementing Complete Streets transportation planning, policy, and design. Complete Streets prioritizes transportation decision-making designed to improve safety, reduce traffic congestion, and increase mobility options. Crucial to achieving these goals is City-wide access to safe, affordable, and equitable multi-modal transportation where residents can easily walk, bicycle, and take transit to everyday destinations within a travel time of 15 minutes from home. Complete Streets policy and design methodology can and should be utilized to make Norwalk a more friendly and flexible transportation destination. In turn, making Norwalk more transportation-friendly will help further stimulate economic and community development, foster more livable and walkable neighborhoods, and enhance local economic vitality and livability.

§ 1-2. Definitions.

For purposes of this Chapter, the following terms have the meanings indicated:

COMPLETE STREETS

An integrated transportation network that is designed and operated to equitably serve the community's mobility, economic, social, recreational, health, and environmental needs. Complete Streets prioritizes safety, convenience, comfort, and equitable access for all users of all ages and abilities, including pedestrians, bicyclists, motorists, micro-mobility users, movers of commercial goods, and transit riders; incorporates opportunities for non-mobility uses of streets, such as commercial, recreational, and social uses; and helps mitigate the causes and impacts of climate change.

COMPLETE STREETS COMMITTEE

A committee comprised of the Complete Streets Coordinator, the Chief of Staff, the Chief of Operations and Public Works, the Chief of Economic and Community Development, the ADA Coordinator, the Chairperson of the Planning & Zoning Commission, and the Chairperson of the Bike/Walk Commission, or their respective designees.

COMPLETE STREETS COORDINATOR

The Director of Transportation, Mobility and Parking shall be the Complete Streets Coordinator. In the event of a vacancy or the elimination of the position of Director of Transportation, Mobility and Parking, the Mayor shall designate a Complete Streets Coordinator who possesses the necessary experience or professional qualifications required under this Chapter to serve until such time as a new Director of Transportation, Mobility and Parking is appointed.

COMPLETE STREETS DESIGN GUIDE/DESIGN GUIDE

The practical, working manual that provides standards and guidance on the planning, design, and building of all current and future streets in the City to meet the objectives of this Chapter. The Design Guide is applied by the City and its relevant departments tasked with the implementation of Complete Streets.

MOBILITY SYSTEM

The system of infrastructure and technologies that facilitates and supports the flow of people, goods, and services in the City. The term includes related services such as the supply of parking and the management of traffic, in addition to the physical infrastructure and technologies.

PRIORITY COMMUNITIES

Priority Communities are communities or populations that (1) are underserved by the City's Mobility System, (2) are disproportionately negatively impacted by the City's Mobility System, and/or (3) have traditionally suffered adverse impacts as a result of changes to the City's Mobility System. Priority Communities may include Vulnerable Communities, Environmental Justice Communities, and Disadvantaged Communities, as such terms are defined under federal or Connecticut law, and other state or federally defined priority communities.

PUBLIC REALM IMPROVEMENTS

Include, but are not limited to, the installation of street trees, shrubs, grasses, brick pavers, permeable pavers, lighting, benches, and wayfinding signage, in support of a healthier, safer, cleaner, and more attractive city.

SAFE SYSTEM APPROACH

The Safe System Approach aims to eliminate fatal and serious injuries for all road users. It does so through a holistic view of the road system that first anticipates human mistakes and second keeps impact energy on the human body at tolerable levels. The Safe System Approach represents a collaborative and evidence-based effort to create road environments that prioritize human life and well-being, aiming for a significant reduction in road fatalities and serious injuries.

TRANSPORTATION FACILITY

A facility consisting of the means and equipment necessary for the movement of people or goods including, but not limited to, any road, bridge, tunnel, overpass, ferry, mass transit facility, vehicle parking facility, port facility or similar commercial facility used for the movement of people or goods, together with any buildings, structures, parking

areas, appurtenances, and other property needed to operate such facility; however, a commercial or retail use or enterprise not essential to the movement of people or goods shall not be considered a transportation facility.

TRANSPORTATION PROJECT

Any public and/or private land development, project, program, or practice, that occurs in or affects the public right-of-way, including any construction, reconstruction, resurfacing, retrofit, signalization operations, restriping, rehabilitation, restoration, repaving, private development projects, maintenance (excluding routine maintenance, such as mowing, sweeping, spot repair, signage repair or replacement, and the like), alteration, and repair of any public street or roadway within the City (including alleys, bridges, frontage roads, and other elements of the transportation system).

USER GROUP / USER

People who are customarily associated with the use of the street, including motorists, bicyclists, micro-mobility users, pedestrians, and transit riders. Users may also include specialized subgroups, such as shoppers or school children, where a plan, study, or purpose and need statement has identified a current or future need for their accommodation.

§ 1-3. Complete Streets Policy.

- A. It is the policy of the City to implement an integrated and connected Mobility System of Complete Streets that serve all neighborhoods', districts', and populations' current and future needs, including Priority Communities.
- B. All Transportation Projects shall advance the goals of creating equitable, accessible, and convenient travel options along and across streets for Users of all ages and abilities and for all modes of transportation, including motorists, bicyclists, pedestrians, public transportation vehicles and their passengers, delivery trucks, and movers of commercial goods.
- C. The goals of the City further include the following:
 - (1) A Consistent High-quality Mobility System: The City's Mobility System will facilitate multi-modal access. This will include:
 - a) Complete and connected off-road trail facilities, including the Norwalk River Valley Trail (NRVT) and the Harbor Loop Trail. These multi-use facilities will provide important connections within the City as well as to neighboring communities, creating both local and regional assets;
 - b) A safe and convenient bicycle and micro mobility network that is an effective element of the City's Mobility System; and
 - c) Safe, accessible, and comfortable pedestrian connections to all transit facilities, providing all Users access to public transportation.

- (2) A Safe and Connected Mobility System: Using Norwalk's Mobility System will be safe, regardless of mode. The implementation of this policy aims to eliminate all traffic fatalities and serious injuries on roads within City limits.
 - (3) A 15-minute City: Norwalk will be accessible by walking, bicycling, and/or transit from one destination to another within 15 minutes.
 - (4) A Strong Economy: The City's Mobility System will stimulate the economic vitality of the City, especially its downtown business districts. Economic activity will be supported through high-quality transportation, providing access to jobs, commercial establishments, and social services.
 - (5) A Resilient Environment: Norwalk will have a sustainable Mobility System.
 - (6) An Equitable City: Norwalk will eliminate historical barriers to transportation access. Priority Communities will be accommodated in the planning, designing, funding, construction, and maintenance of Complete Streets.
 - (7) An Attractive Public Realm: The City will have attractive, well-constructed streetscapes that support existing and new public spaces and advance Norwalk's goal of building a healthy, economically vibrant, connected, and environmentally sustainable community.
 - (8) Healthy Residents: The City will utilize Complete Streets to provide opportunities for physical activity, with the goal of reducing obesity, improving mental health, reducing chronic disease, and promoting wellness.
- D. The City shall incorporate a Safe System Approach into the design of streets, which prioritizes the elimination of crashes that result in death and serious injuries, and shall work collaboratively across departments and disciplines. The Safe System Approach will take into account that deaths and serious injuries are unacceptable, humans make mistakes, humans are vulnerable, responsibility is shared, safety is proactive, and redundancy is crucial.

§ 1-4. Complete Streets Design Guide.

- A. The City is hereby directed to develop a Complete Streets Design Guide, a draft of which shall be made available in accordance with Section 1-4(B), no later than 30 days after the date of adoption of this Chapter. The most recent Norwalk Complete Streets Design Guide shall be available at the City Clerk's Office, and an electronic version shall be available on the City's website, for the use and examination by the public.
- B. The Complete Streets Design Guide shall be reviewed by the Complete Streets Committee from time to time and, in any event, no less frequently than once every 24 months. The Committee may amend the Design Guide in any manner, provided such amendments are consistent with this Chapter, the City Code, the Plan of Conservation and Development, and the Transportation Master Plan. The Design Guide and any subsequent amendments shall be available at the City Clerks' Office, and an electronic

version shall be available on the City website, for 30 days before the Design Guide or any amendments are finalized, and the public shall be given a mechanism for submitting comments and input during such period.

- C. The Common Council and all City departments, including the Traffic, Mobility and Parking Department, the Planning and Zoning Department, and the Department of Operations and Public Works, shall use the Design Guide and this Chapter to guide implementation of Complete Streets.
- D. In conjunction with the Design Guide, the City may utilize any design standards or guidelines that provide relevant guidance from a reliable professional organization or entity. This includes, but is not limited to, the most current editions of standards and guidelines for street design, construction, operations, and maintenance that promote and support Complete Streets. A list of applicable design standards and guidelines must be contained in the Complete Street Design Guide and shall be amended from time to time.

§ 1-5. Responsibilities of the Complete Streets Coordinator.

The Complete Streets Coordinator shall be responsible for:

- A. Ensuring that all Transportation Projects comply with this Chapter and the Design Guide.
- B. Developing and administering a comprehensive program of City Transportation Projects to effectuate the implementation of this Chapter and the Design Guide in collaboration with the Department of Operations and Public Works and other relevant departments.
- C. Establishing benchmarks to ensure the successful implementation of Complete Streets.
- D. Planning for and designing the form, function, classification, and use of the Mobility System to ensure compliance with this Chapter and the Design Guide.
- E. Maintaining and recommending amendments to the Complete Streets Design Guide, which shall include, but not be limited to, maintaining consistency between this Chapter and the Design Guide.
- F. Recommending design standards or guidelines that provide relevant guidance from a reliable professional organization or entity in consultation with the Chief of Department of Operations and Public Works.
- G. Approving the plans, designs, or specifications prepared by a state-certified professionally licensed engineer for the form, function, classification, and use of the Mobility System.

- H. Monitoring and reporting on the City's compliance with this Chapter as provided in § 1-9 below.
- I. Collaborating with the Department of Operations and Public Works and all other relevant departments on the supervision and coordination of public improvements carried out by contract related to the planning, design, construction, and maintenance of the Mobility System.

§ 1-6. Implementation.

- A. The City shall apply the Complete Streets Design Guide, as amended from time to time, to all Transportation Projects within the City, except as may be exempted or excepted under § 1-7 or § 1-8 of this Chapter.
- B. The City shall adopt the Norwalk Complete Streets Design Guide as an amendment to the Norwalk Transportation Master Plan and Plan of Conservation and Development.
- C. The Department of Operations and Public Works, in coordination with the Complete Streets Coordinator and the Department of Transportation, Mobility and Parking, shall be responsible for developing a 3-year improvement schedule and map for the City's roadways that advances the objectives of this Chapter. The schedule and map shall take into consideration (1) the needs of all Users and the equitable distribution of roadway improvements throughout the City, (2) the efficient use of municipal resources to advance the goals and objectives of the Transportation Master Plan and other relevant plans and studies, and (3) the condition of the roadway or related infrastructure. The improvement schedule and map shall be made publicly available on the City's website.

§ 1-7. Exemptions.

- A. A Transportation Project, or portion of a Transportation Project, shall not be required to meet the standards set forth in the Complete Streets Design Guide if the Complete Streets Coordinator finds that any of the following are true:
 - (1) The use of the Transportation Facility by an identified User is prohibited by law or regulation;
 - (2) Regulatory compliance requirements preclude or prohibit the Transportation Project, or a portion of the project; or
 - (3) The Transportation Project will have de-minimus impact on the Mobility System, including crack sealing, striping maintenance, cleaning or sweeping, drainage improvements, sanitary sewer, signal modifications, or similar activities enumerated in the Design Guide.
- B. Exemptions shall be applied only to those portions of a project that meet the criteria in this section. All remaining portions of the project shall comply with the Complete Streets Design Guide.

§ 1-8. Exceptions.

- A. An exception is required when a project is (1) unable to meet a requirement in the Design Guide or (2) accommodate an identified User. Exceptions shall not be required where an Exemption exists.
- B. The following shall be considered reasonable and appropriate reasons for requiring an exception:
 - (1) Applying a standard would result in adverse impacts to the goals established in this Chapter that significantly outweigh the benefits of the project or of accommodating a User Group.
 - (2) Adhering to the standards would result in exorbitant costs or in Transportation Projects that substantially exceed the identified existing or future benefits.
 - (3) A plan or study adopted by the City with community input after the adoption of this Chapter explicitly states that a Transportation Project is not appropriate or a User Group cannot be accommodated.
 - (4) Applying a standard would result in substantial adverse impacts to the goals or objectives established in an adopted plan, study, policy, or ordinance.

The foregoing is intended by way of example and not as an exclusive list of reasonable and appropriate reasons for requiring an exception.

- C. To seek an exception, an Exception Report, as defined within the Complete Streets Design Guide, documenting the reasons for an exception shall be made to Complete Streets Committee. After receiving the Exception Report the Complete Streets Coordinator shall:
 - (1) Approve the following de-minimus exceptions, and permit the project to proceed without further review, if deviations from the standards will have no material impact on:
 - (a) The quality of the Users' experience,
 - (b) The ability of Users to meet their mobility needs, and
 - (c) The ability of the City to achieve the goals established in this Chapter;
 - (2) Approve the project with changes that would bring the project into compliance with the Design Guide; or
 - (3) Determine that the project requires an exception.

- D. If the Complete Streets Coordinator determines that a project requires an exception, he or she shall forward the Exception Report to the Complete Streets Committee, which shall have 45 days to review the Exception Report and make a determination. The project shall not progress to construction until the earlier of (1) the end of the 45-day review period (as extended in accordance with subsection E below), and (2) the date the Complete Streets Committee approves the project with or without modifications.
- E. Where a project is especially complex, requires substantial review, or where there are extenuating circumstances that prevent adequate review within the 45-day review period, the Complete Streets Committee may extend the review period for up to an additional 45 days.
- F. In evaluating an Exception Report, the Complete Streets Committee shall consider all relevant information, including public input. If the Complete Streets Committee cannot come to a unanimous conclusion regarding the exception, there must be a vote on the exception, on which the exception is either approved, approved with modifications, or disapproved, in each case by a simple majority. The determination of the Complete Streets Committee shall be made publicly available on the City's website.
- G. An applicant that is denied an exception may take an appeal to the Superior Court in accordance with Connecticut law.
- H. This Chapter shall not apply to projects under construction or with final design approval on or before the effective date of this Chapter. Where active projects have not yet received final design approval, the Complete Streets Coordinator shall determine on case-by-case basis whether the requirements of this Chapter should be incorporated into such projects based on considerations such as, but not limited to, project schedule, available right-of-way, geometric constraints, and project funding.

§ 1-9. Progress Reporting.

The Complete Streets Coordinator shall submit an annual presentation and report to the Common Council that identifies all Transportation Projects entailing third-party costs in excess of \$50,000, or such other amount as the Common Council shall determine, and the progress made in implementing Complete Streets. The annual presentation and report will focus on a comprehensive summary of projects completed within the prior fiscal year that advance Complete Streets. The report shall include, but not be limited to, a detailed list of the number of Exception Reports received and their outcomes and a list and map of all temporary, demonstration, pilot project, or similar activity, regardless of cost, that advance Complete Streets. Departments involved in the implementation of Complete Streets shall provide appropriate information to support the presentation.

§ 1-10. Effective Date.

This Chapter shall become effective on the earlier of (1) the completion of the Complete Streets Design Guide, and (2) 30 days after the date of adoption by the Common Council.

Legal Notice of Public Hearing

Notice is hereby given that the Common Council will hold a Public Hearing (via Regular Meeting) on Tuesday, November 12, 2024 at 7:30 p.m. by way of for the purpose of discussing and voting on Chapter 9 - Administration, Article IX - Reapportionment Advisory Committee, § 9-32. Please check the Common Council agenda for additional details and instructions about how to attend this Public Hearing by way of videoconference/teleconference.

Notice is hereby given that the Common Council will hold a Public Hearing (via Regular Meeting) on Tuesday, November 12, 2024 at 7:30 p.m. by way of for the purpose of discussing and voting on Reapportionment Advisory Committee's Proposed Plan, Map and Letter. These documents can be accessed as follows: <https://www.norwalkct.gov/DocumentCenter/View/34478/Redistricting-ProposedPlanMapLetter?bidId=>

§ 9-32. Districts Established.

The 2024 Five-District Plan which realigns the districts of the City of Norwalk in accordance with the requirements of Law, which plan is incorporated herein by reference, is hereby approved and adopted.

- A. Operative Effect.** The plan shall be operative on January 1, 2025 for the sole purpose of facilitating the administration of the nomination and elections for candidates for the Council members in the 2025 Municipal General Election and for Board of Education members in the 2027 Municipal General Election.
- B. Effective Date.** The effective date for 2024 Five-District Plan shall be;
 - (1) January 1, 2026 for members of the Council;
 - (2) January 1, 2028 for members of the Board of Education elected by district; and,
 - (3) Thereafter shall remain in full force and effect until further revised following the next decennial census.
- C. Interim Vacancies.** Any appointments for vacancies on the Council and Board of Education prior to the effective date shall be filled as set forth in the Charter in accordance with the district lines in effect prior to the effect of the 2024 Five-District Plan.
- D. District Boundaries.** The Districts are established, as follows:

District A

Starting at Riverside Avenue & New Canaan Avenue & Ponus Avenue
 East along New Canaan Avenue to Norwalk River
 North along Norwalk River to Broad Street
 East along Broad Street to Main Street
 South along Main Street to Ward Street
 Southeast along Ward Street to Random Road
 Northeast along Random Road to Buttonball Trail
 Southeast along Buttonball Trail to Jarvis Street
 Northeast along Jarvis Street to West Rocks Road
 Southeast along West Rocks Road to Glendenning Street
 East along Glendenning Street to East Rocks Road
 North along East Rocks Road to Lane Road
 South along Lane Road to Cannon Street
 East along Cannon Street to Newtown Avenue
 North along Newtown Avenue to Roosevelt Street
 East along Roosevelt Street to Dry Hill Road
 South along Dry Hill Road to Westport Avenue
 Southwest along Westport Avenue to East Avenue
 South along East Avenue to Moodys Lane
 West along Moodys Lane and continuing west to the east shore of Norwalk River
 South along Norwalk River to 1-95
 West along 1-95 to Crescent Street overpass
 North along Crescent Street to a point due east of the Lockwood-Mathews Mansion Museum
 Due West to Connecticut Avenue
 Southwest along Connecticut Avenue to Clinton Avenue
 Northwest along Clinton Avenue to Phillips Street
 Southwest along Phillips Street to Ferris Avenue
 Northwest along Ferris Avenue to Benedict Street
 Southwest along Benedict Street to North Taylor Avenue
 Northwest along North Taylor Avenue to Fillow Street
 Northwest along Fillow Street to Stepping Stone Road
 North on Stepping Stone Road to Maher Drive
 North along Maher Drive to Eleanor Lane
 Northeast along Eleanor Lane to Beau Street
 Southeast along Beau Street to Ingleside Avenue
 East along Ingleside Avenue to Spring Hill Avenue
 North along Spring Hill Avenue to Ponus Avenue
 East along Ponus Avenue to Riverside Avenue & New Canaan Avenue & Ponus Avenue

District B

Starting at Wilson Avenue & Martin Luther King Drive
 North along Martin Luther King Drive to Taft Street
 West along Taft Street and continuing west to Conrail Railroad
 South along Conrail Railroad to a point east of Riordan Street
 West to Riordan Street
 West along Riordan Street to Bouton Street
 North along Bouton Street to Glasser Street
 North along Glasser Street to Soundview Avenue
 Northeast along Soundview Avenue to Arbor Drive
 North along Arbor Drive to Flax Hill Road
 West along Flax Hill Road to Woodlawn Avenue
 North along Woodlawn Avenue to McAllister Avenue
 West along McAllister Avenue to Richmond Hill Road
 North along Richmond Hill Road to Senga Road
 West along Senga Road to Scribner Avenue
 Northeast along Scribner Avenue to West Cedar Street
 Northeast along West Cedar Street to North Taylor Avenue
 South along North Taylor Avenue to Connecticut Avenue
 Northeast along Connecticut Avenue to a point due west of the Lockwood-Mathews Mansion Museum
 Due east to Crescent Street
 South along Crescent Street to 1-95 overpass
 East along 1-95 to Norwalk River

South along Norwalk River to New Canaan Avenue
 West along New Canaan Avenue to Ponus Avenue
 West along Ponus Avenue to Spring Hill Avenue
 South along Spring Hill Avenue to Ingleside Avenue
 West along Ingleside Avenue to Beau Street
 Northwest along Beau Street to Eleanor Lane
 Southwest along Eleanor Lane to Maher Drive
 South along Maher Drive to Stepping Stone Road
 South along Stepping Stone Road to Fillow Street
 West along Fillow Street to Hunters Lane
 North along Hunters Lane to Ponus Avenue
 West along Ponus Avenue to Styles Lane
 Northeast along Styles Lane to Glen Pines Lane
 North along Glen Pines Lane to Glen Avenue
 North along Glen Avenue to New Canaan Avenue
 West along New Canaan Avenue to Carter Street
 North along Carter Street to city boundary
 North, east, and south along city boundary to Murray Street
 West along Murray Street to Newtown Avenue
 South along Newtown Avenue to Newtown Avenue & Cannon Street

District E

Starting at Stepping Stone Road & Fillow Street
 Southeast along Fillow Street to North Taylor Avenue
 South along North Taylor Avenue to Benedict Street
 Northeast along Benedict Street to Ferris Avenue
 Southeast along Ferris Avenue to Phillips Street
 Northeast along Phillips Street to Clinton Avenue
 Southeast along Clinton Avenue to Connecticut Avenue
 West along Connecticut Avenue to North Taylor Avenue
 North along North Taylor Avenue to West Cedar Street
 Southwest along West Cedar Street to Scribner Avenue
 Southwest along Scribner Avenue to Senga Road
 East along Senga Road to Richmond Hill Road
 South along Richmond Hill Road to McAllister Avenue
 East along McAllister Avenue to Woodlawn Avenue
 South along Woodlawn Avenue to Flax Hill Road
 East along Flax Hill Road to Arbor Drive
 South along Arbor Drive to Soundview Avenue
 Southwest along Soundview Avenue to Glasser Street
 South along Glasser Street to Bouton Street
 South along Bouton Street to Riordan Street
 East along Riordan Street, then continuing east to Conrail Railroad
 North along Conrail Railroad to a point west of Taft Street
 East to Taft Street
 East along Taft Street to Martin Luther King Drive
 South along Martin Luther King Drive to Wilson Avenue
 Northeast on Wilson Avenue to a point west of the northern tip of the inlet
 East to northern tip of inlet
 South along inlet to a point southwest of Dock Road
 Northeast to Dock Road
 Northeast along Dock Road to Woodward Avenue
 Northeast along Woodward Avenue to Naromake Avenue
 Northeast along Naromake Avenue to Neptune Avenue
 Southeast to Norfolk Harbor
 East then southwesterly along Norfolk Harbor and Long Island Sound to city boundary
 North along city boundary to Carter Street
 South along Carter Street to New Canaan Avenue
 East along New Canaan Avenue to Glen Avenue
 South along Glen Avenue to Glen Pines Lane
 South along Glen Pines Lane to Styles Lane
 Southwest along Styles Lane to Ponus Avenue
 East along Ponus Avenue to Hunters Lane
 South along Hunters Lane to Fillow Street

South along Lane Road to Cannon Street
 East along Cannon Street to Newtown Avenue
 North along Newtown Avenue to Roosevelt Street
 East along Roosevelt Street to Dry Hill Road
 South along Dry Hill Road to Westport Avenue
 Southwest along Westport Avenue to East Avenue
 South along East Avenue to Moodys Lane
 West along Moodys Lane and continuing west to the east shore of Norwalk River
 South along Norwalk River to 1-95
 West along 1-95 to Crescent Street overpass
 North along Crescent Street to a point due east of the Lockwood-Mathews Mansion Museum
 Due West to Connecticut Avenue
 Southwest along Connecticut Avenue to Clinton Avenue
 Northwest along Clinton Avenue to Phillips Street
 Southwest along Phillips Street to Ferris Avenue
 Northwest along Ferris Avenue to Benedict Street
 Southwest along Benedict Street to North Taylor Avenue
 Northwest and north along North Taylor Avenue to Fillow Street
 Northwest along Fillow Street to Stepping Stone Road
 North on Stepping Stone Road to Maher Drive
 North along Maher Drive to Eleanor Lane
 Northeast along Eleanor Lane to Beau Street
 Southeast along Beau Street to Ingleside Avenue
 East along Ingleside Avenue to Spring Hill Avenue
 North along Spring Hill Avenue to Ponus Avenue
 East along Ponus Avenue to Riverside Avenue & New Canaan Avenue & Ponus Avenue

District B

Starting at Wilson Avenue & Martin Luther King Drive
 North along Martin Luther King Drive to Taft Street
 West along Taft Street and continuing west to Conrail Railroad
 South along Conrail Railroad to a point east of Riordan Street
 West to Riordan Street
 West along Riordan Street to Bouton Street
 North along Bouton Street to Glasser Street
 North along Glasser Street to Soundview Avenue
 Northeast along Soundview Avenue to Arbor Drive
 North along Arbor Drive to Flax Hill Road
 West along Flax Hill Road to Woodlawn Avenue
 North along Woodlawn Avenue to McAllister Avenue
 West along McAllister Avenue to Richmond Hill Road
 North along Richmond Hill Road to Senga Road
 West along Senga Road to Scribner Avenue
 Northeast along Scribner Avenue to West Cedar Street
 Northeast along West Cedar Street to North Taylor Avenue
 South along North Taylor Avenue to Connecticut Avenue
 Northeast along Connecticut Avenue to a point due west of the Lockwood-Mathews Mansion Museum
 Due east to Crescent Street
 South along Crescent Street to 1-95 overpass
 East along 1-95 to Norwalk River
 South along Norwalk River to Washington Street Bridge
 West along Washington Street Bridge to western shore of Norwalk River
 South along Norwalk River and Norwalk Harbor to a point southeast of Neptune Avenue & Naromake Avenue
 Northwest to Neptune Avenue & Naromake Avenue
 Southwest along Naromake Avenue to Woodward Avenue
 Southwest along Woodward Avenue to Dock Road
 Southwest along Dock Road to the end, then continuing southwest to inlet
 North along inlet to the end
 West to Wilson Avenue
 Southwest along Wilson Avenue to Wilson Avenue & Martin Luther King Drive

District C

Starting at Westport Avenue & East Avenue
 Northeast along Westport Avenue to Dry Hill Road
 North along Dry Hill Road to Roosevelt Street
 West along Roosevelt Street to Newtown Avenue
 North along Newtown Avenue to Murray Street
 Northeast along Murray Street to city boundary
 South along City Boundary to Long Island Sound
 West and north along Long Island Sound, Norfolk Harbor, and Norfolk River to a point west of Moodys Lane
 East to Moodys Lane
 East along Moodys Lane to East Avenue
 North along East Avenue to Westport Avenue & East Avenue

District D

Starting at Newtown Avenue & Cannon Street
 West along Cannon Street to Lane Road
 North along Lane Road to East Rocks Road
 South along East Rocks Road to Glendenning Street
 West along Glendenning Street to West Rocks Road
 Northwest along West Rocks Road to Jarvis Street
 Southwest along Jarvis Street to Buttonball Trail
 Northwest along Buttonball Trail to Random Road
 Southwest along Random Road to Ward Street
 Northwest along Ward Street to Main Street
 North along Main Street to Broad Street
 West along Broad Street to Norwalk River

Dated at Norwalk, Connecticut this 30th day of October 2024.

ATTEST: Irene Dixon, City Clerk

North along Glen Pines Lane to Glen Avenue
 North along Glen Avenue to New Canaan Avenue
 West along New Canaan Avenue to Carter Street
 North along Carter Street to city boundary
 North, east, and south along city boundary to Murray Street
 West along Murray Street to Newtown Avenue
 South along Newtown Avenue to Newtown Avenue & Cannon Street

District E

Starting at Stepping Stone Road & Fillow Street
 Southeast along Fillow Street to North Taylor Avenue
 South along North Taylor Avenue to Benedict Street
 Northeast along Benedict Street to Ferris Avenue
 Southeast along Ferris Avenue to Phillips Street
 Northeast along Phillips Street to Clinton Avenue
 Southeast along Clinton Avenue to Connecticut Avenue
 West along Connecticut Avenue to North Taylor Avenue
 North along North Taylor Avenue to West Cedar Street
 Southwest along West Cedar Street to Scribner Avenue
 Southwest along Scribner Avenue to Senga Road
 East along Senga Road to Richmond Hill Road
 South along Richmond Hill Road to McAllister Avenue
 East along McAllister Avenue to Woodlawn Avenue
 South along Woodlawn Avenue to Flax Hill Road
 East along Flax Hill Road to Arbor Drive
 South along Arbor Drive to Soundview Avenue
 Southwest along Soundview Avenue to Glasser Street
 South along Glasser Street to Bouton Street
 South along Bouton Street to Riordan Street
 East along Riordan Street, then continuing east to Conrail Railroad
 North along Conrail Railroad to a point west of Taft Street
 East to Taft Street
 East along Taft Street to Martin Luther King Drive
 South along Martin Luther King Drive to Wilson Avenue
 Northeast on Wilson Avenue to a point west of the northern tip of the inlet
 East to northern tip of inlet
 South along inlet to a point southwest of Dock Road
 Northeast to Dock Road
 Northeast along Dock Road to Woodward Avenue
 Northeast along Woodward Avenue to Naromake Avenue
 Northeast along Naromake Avenue to Neptune Avenue
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 South along Glen Avenue to Glen Pines Lane
 South along Glen Pines Lane to Styles Lane
 Southwest along Styles Lane to Ponus Avenue
 East along Ponus Avenue to Hunters Lane
 South along Hunters Lane to Fillow Street
 East along Fillow Street to Stepping Stone Road & Fillow Street

Each of the Districts are set forth on the map as follows.

City of Norwalk, CT, Redistricting 2024

Proposed Council Districts as approved by the Reapportionment Advisory Committee on 9-12-24



Legal Notice of Public Hearing

Notice is hereby given that the Common Council will hold a Public Hearing (via Regular Meeting) on Tuesday, November 12, 2024 at 7:30 p.m. by way of for the purpose of discussing and voting on Chapter 9 – Administration, Article IX – Reapportionment Advisory Committee, § 9-32. Please check the Common Council agenda for additional details and instructions about how to attend this Public Hearing by way of videoconference/teleconference.

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§ 9-32. Districts Established.

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- A. Operative Effect.** The plan shall be operative on January 1, 2025 for the sole purpose of facilitating the administration of the nomination and elections for candidates for the Council members in the 2025 Municipal General Election and for Board of Education members in the 2027 Municipal General Election.
- B. Effective Date.** The effective date for 2024 Five-District Plan shall be;
 - (1) January 1, 2026 for members of the Council;
 - (2) January 1, 2028 for members of the Board of Education elected by district; and,
 - (3) Thereafter shall remain in full force and effect until further revised following the next decennial census.
- C. Interim Vacancies.** Any appointments for vacancies on the Council and Board of Education prior to the effective date shall be filled as set forth in the Charter in accordance with the district lines in effect prior to the effect of the 2024 Five-District Plan.
- D. District Boundaries.** The Districts are established, as follows:

District A

Starting at Riverside Avenue & New Canaan Avenue & Ponus Avenue
East along New Canaan Avenue to Norwalk River
North along Norwalk River to Broad Street

East along Broad Street to Main Street
 South along Main Street to Ward Street
 Southeast along Ward Street to Random Road
 Northeast along Random Road to Buttonball Trail
 Southeast along Buttonball Trail to Jarvis Street
 Northeast along Jarvis Street to West Rocks Road
 Southeast along West Rocks Road to Glendenning Street
 East along Glendenning Street to East Rocks Road
 North along East Rocks Road to Lane Road
 South along Lane Road to Cannon Street
 East along Cannon Street to Newtown Avenue
 North along Newtown Avenue to Roosevelt Street
 East along Roosevelt Street to Dry Hill Road
 South along Dry Hill Road to Westport Avenue
 Southwest along Westport Avenue to East Avenue
 South along East Avenue to Moodys Lane
 West along Moodys Land and continuing west to the east shore of Norwalk River
 South along Norwalk River to I-95
 West along I-95 to Crescent Street overpass
 North along Crescent Street to a point due east of the Lockwood-Mathews Mansion Museum
 Due West to Connecticut Avenue
 Southwest along Connecticut Avenue to Clinton Avenue
 Northwest along Clinton Avenue to Phillips Street
 Southwest along Phillips Street to Ferris Avenue
 Northwest along Ferris Avenue to Benedict Street
 Southwest along Benedict Street to North Taylor Avenue
 Northwest and north along North Taylor Avenue to Fillow Street
 Northwest along Fillow Street to Stepping Stone Road
 North on Stepping Stone Road to Maher Drive
 North along Maher Drive to Eleanor Lane
 Northeast along Eleanor Lane to Beau Street
 Southeast along Beau Street to Ingleside Avenue
 East along Ingleside Avenue to Spring Hill Avenue
 North along Spring Hill Avenue to Ponus Avenue
 East along Ponus Avenue to Riverside Avenue & New Canaan Avenue & Ponus Avenue

District B

Starting at Wilson Avenue & Martin Luther King Drive
 North along Martin Luther King Drive to Taft Street
 West along Taft Street and continuing west to Conrail Railroad
 South along Conrail Railroad to a point east of Riordan Street
 West to Riordan Street
 West along Riordan Street to Bouton Street
 North along Bouton Street to Glasser Street

North along Glasser Street to Soundview Avenue
Northeast along Soundview Avenue to Arbor Drive
North along Arbor Drive to Flax Hill Road
West along Flax Hill Road to Woodlawn Avenue
North along Woodlawn Avenue to McAllister Avenue
West along McAllister Avenue to Richmond Hill Road
North along Richmond Hill Road to Senga Road
West along Senga Road to Scribner Avenue
Northeast along Scribner Avenue to West Cedar Street
Northeast along West Cedar Street to North Taylor Avenue
South along North Taylor Avenue to Connecticut Avenue
Northeast along Connecticut Avenue to a point due west of the Lockwood-Mathews Mansion Museum
Due east to Crescent Street
South along Crescent Street to I-95 overpass
East along I-95 to Norwalk River
South along Norwalk River to Washington Street Bridge
West along Washington Street Bridge to western shore of Norwalk River
South along Norwalk River and Norwalk Harbor to a point southeast of Neptune Avenue & Naromake Avenue
Northwest to Neptune Avenue & Naromake Avenue
Southwest along Naromake Avenue to Woodward Avenue
Southwest along Woodward Avenue to Dock Road
Southwest along Dock Road to the end, then continuing southwest to inlet
North along inlet to the end
West to Wilson Avenue
Southwest along Wilson Avenue to Wilson Avenue & Martin Luther King Drive

District C

Starting at Westport Avenue & East Avenue
Northeast along Westport Avenue to Dry Hill Road
North along Dry Hill Road to Roosevelt Street
West along Roosevelt Street to Newtown Avenue
North along Newtown Avenue to Murray Street
Northeast along Murray Street to city boundary
South along City Boundary to Long Island Sound
West and north along Long Island Sound, Norfolk Harbor, and Norfolk River to a point west of Moodys Lane
East to Moodys Lane
East along Moodys Lane to East Avenue
North along East Avenue to Westport Avenue & East Avenue

District D

Starting at Newtown Avenue & Cannon Street
West along Cannon Street to Lane Road
North along Lane Road to East Rocks Road

South along East Rocks Road to Glendenning Street
West along Glendenning Street to West Rocks Road
Northwest along West Rocks Road to Jarvis Street
Southwest along Jarvis Street to Buttonball Trail
Northwest along Buttonball Trail to Random Road
Southwest along Random Road to Ward Street
Northwest along Ward Street to Main Street
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North along Hunters Lane to Ponus Avenue
West along Ponus Avenue to Styles Lane
Northeast along Styles Lane to Glen Pines Lane
North along Glen Pines Lane to Glen Avenue
North along Glen Avenue to New Canaan Avenue
West along New Canaan Avenue to Carter Street
North along Carter Street to city boundary
North, east, and south along city boundary to Murray Street
West along Murray Street to Newtown Avenue
South along Newtown Avenue to Newtown Avenue & Cannon Street

District E

Starting at Stepping Stone Road & Fallow Street
Southeast along Fallow Street to North Taylor Avenue
South along North Taylor Avenue to Benedict Street
Northeast along Benedict Street to Ferris Avenue
Southeast along Ferris Avenue to Phillips Street
Northeast along Phillips Street to Clinton Avenue
Southeast along Clinton Avenue to Connecticut Avenue
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Northeast on Wilson Avenue to a point west of the northern tip of the inlet
East to northern tip of inlet
South along inlet to a point southwest of Dock Road
Northeast to Dock Road
Northeast along Dock Road to Woodward Avenue
Northeast along Woodward Avenue to Naromake Avenue
Northeast along Naromake Avenue to Neptune Avenue
Southeast to Norfolk Harbor
East then southwesterly along Norfolk Harbor and Long Island Sound to city boundary
North along city boundary to Carter Street
South along Carter Street to New Canaan Avenue
East along New Canaan Avenue to Glen Avenue
South along Glen Avenue to Glen Pines Lane
South along Glen Pines Lane to Styles Lane
Southwest along Styles Lane to Ponus Avenue
East along Ponus Avenue to Hunters Lane
South along Hunters Lane to Fallow Street
East along Fallow Street to Stepping Stone Road & Fallow Street

Each of the Districts are set forth on the map as follows.

Dated at Norwalk, Connecticut this _____ day of October 2024.

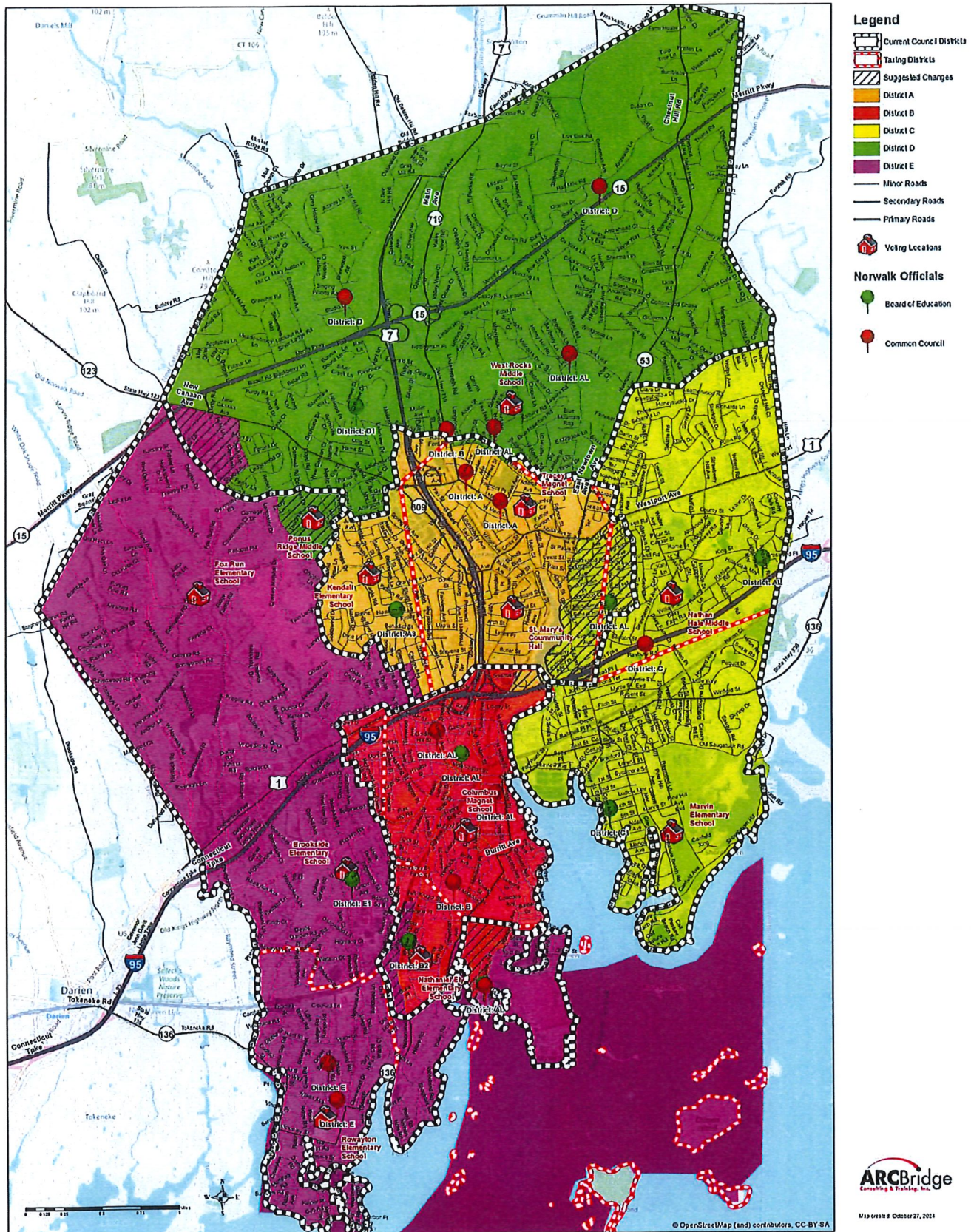
ATTEST: _____

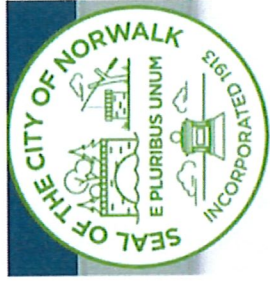
Irene Dixon, City Clerk

THE HOUR: Please publish once on Friday, November 1, 2024

City of Norwalk CT, Redistricting 2024

Proposed Council Districts as approved by the
Reapportionment Advisory Committee on 9-12-24





City of Norwalk CT - Redistricting 2024 Proposed Plan as accepted by the Redistricting Advisory Committee on 9-12-24

For Public Hearing on 9/25/24



Project Requirements

Evaluate the Common Council district boundaries to ensure that they meet the requirements of law, as stated in City Ordinance and, if necessary based solely upon those requirements, to assist the City in developing new district boundaries.

Ord. 9-26 entitled **"Standards Pertaining to Reapportionment,"** reads as follows: "The reapportionment of Council Districts shall conform to federal and state constitutional standards and statutory requirements. Accordingly, the Council Districts shall be: A. of substantially equal population; and, B. to the extent possible consistent with the preceding, established in compact and contiguous form following geographical divisions, considering communities of interest and historical boundary lines and shall further use best efforts to include the boundary lines of the Taxing Districts as defined in the Charter within a single Council District where practicable; and, C. to the extent possible consistent with the preceding, established in accordance with the requirements of C.G.S. §9-169f."

Redistricting Requirements as per the Voting Rights Act & the City Ordinance

Population Equality – All districts will be drawn such that they are as equal in population as possible. *Ideally the Maximum Deviation should be under 10%*

Compact & Contiguous – The districts should be compact and contiguous. Use Census blocks to build districts

Fair Representation of Minorities – As per Voting Rights Act, Minority vote will not be diluted. Minority populations will be fairly represented such that minorities will not be packed into a district or cracked into more than one district to dilute the minority voting power.

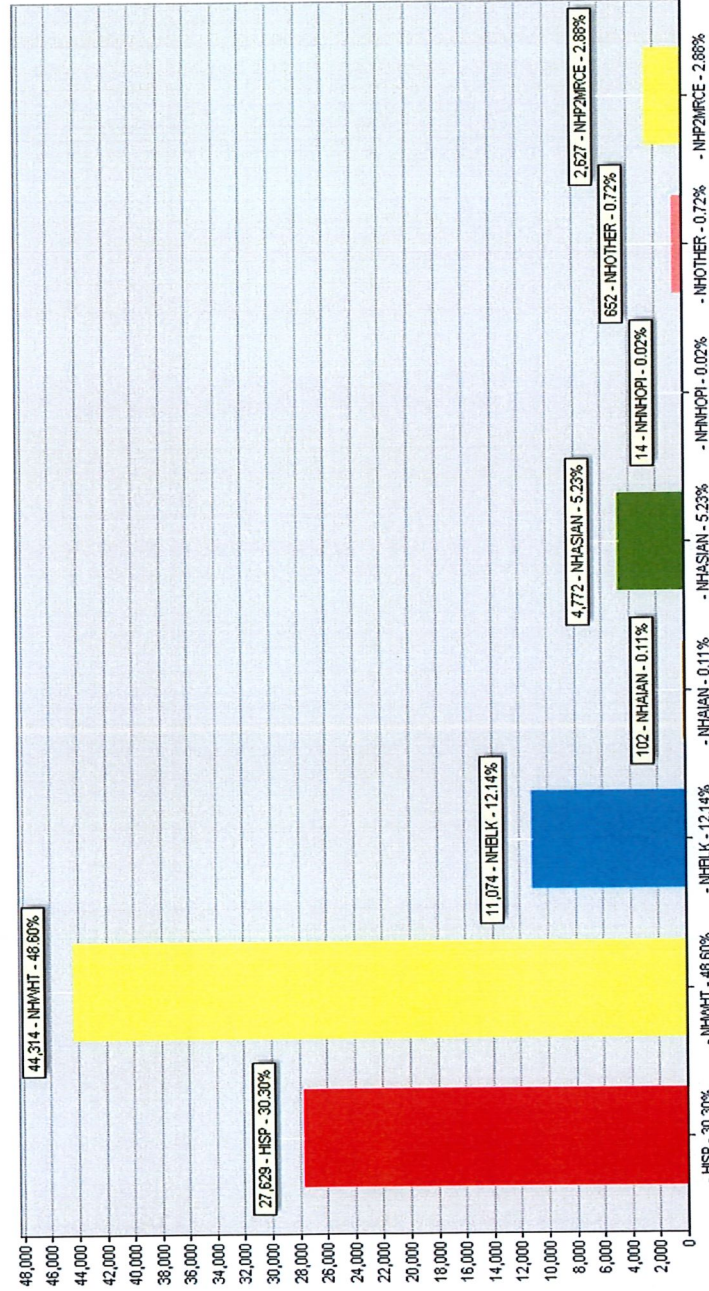
Communities of Interest – Communities of Interests will be identified and all attempts will be made to keep them in one district as long as the population and other criteria are met. Attempts will be made to avoid splitting neighborhoods, where possible, without violating other requirements.

Historical Boundary Lines - Consider historical boundary lines

Taxing Districts - Use best efforts to include the boundary lines of the Taxing Districts as defined in the Charter within a single Council District *where practicable*

CTVRA - Compliance with VRA & CTVRA Requirements

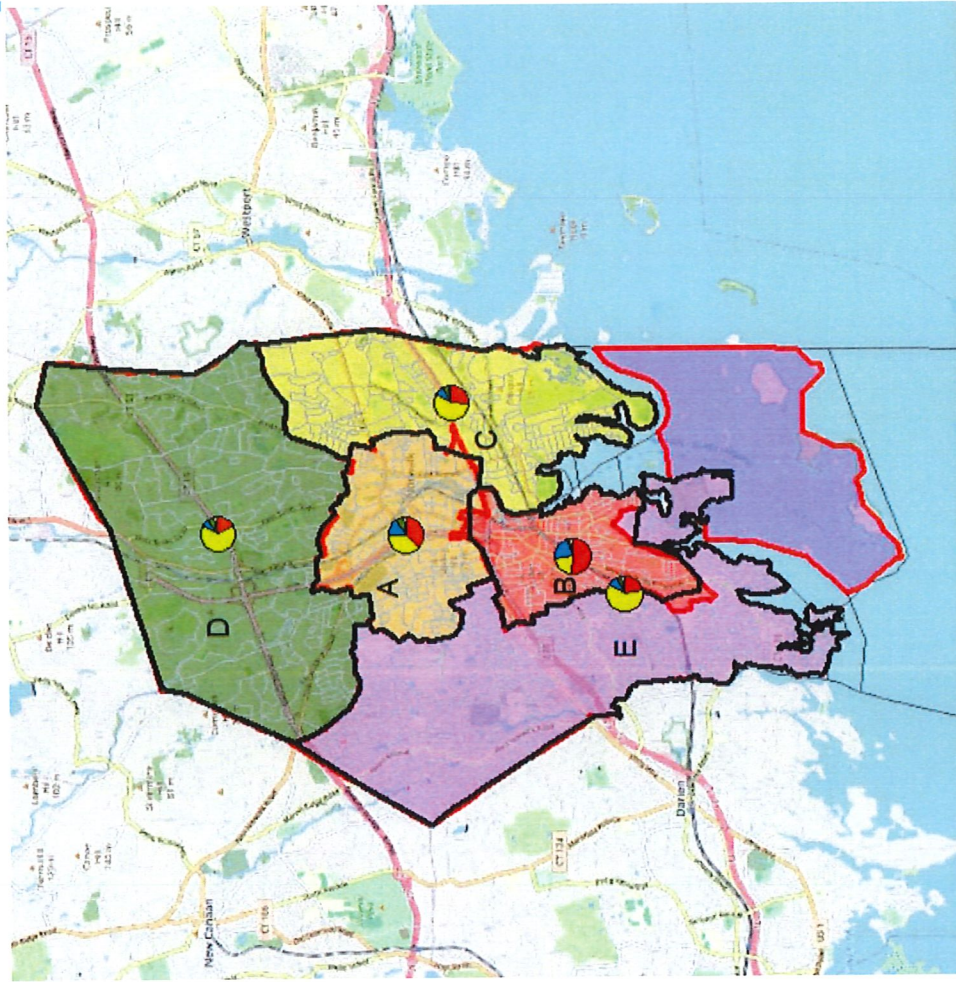
Population for the City of Norwalk as per - Census 2021 PL94-171 Data



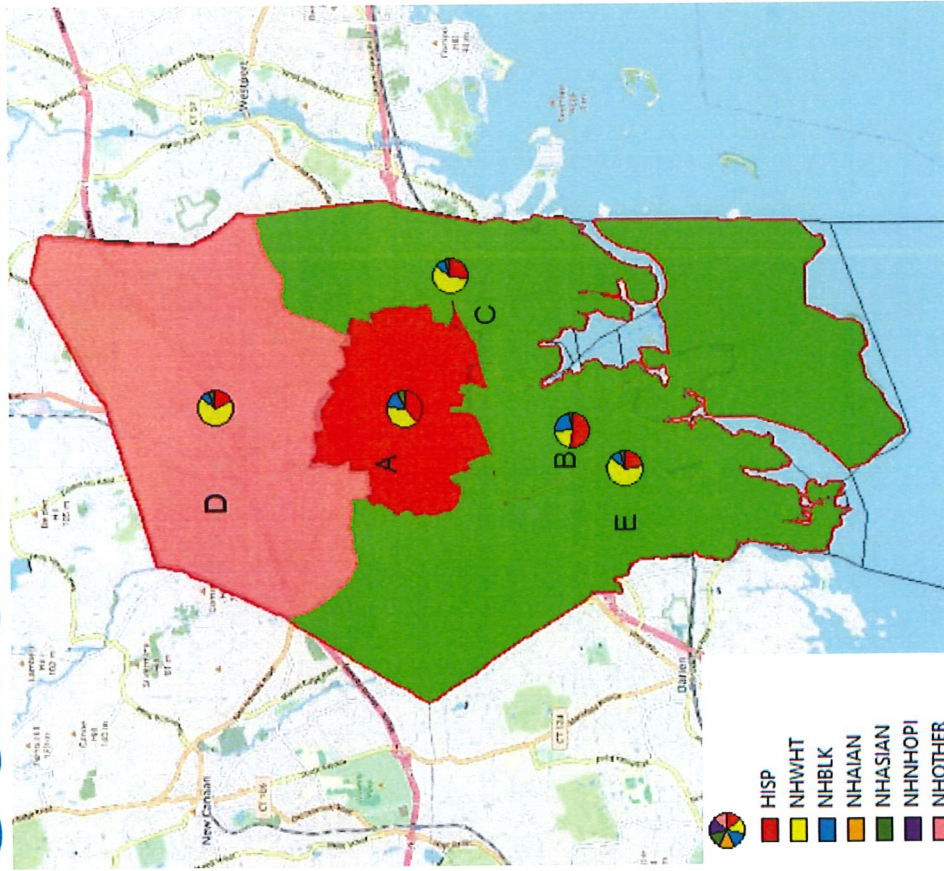
NH – Non-Hispanic
NHP2+Races – Persons of 2 or more races

Non-Hispanic versions of race are used to avoid double counting of Hispanic population

Current Districts with 2020 Census Population



Current Districts



Districts in Green have less population and Districts in Red have more population as compared to the ideal/average population

District A has the most population

District C has the least population

We need to balance the population and get a Maximum Deviation under 10%

Maximum Deviation is the difference between the most and the least populated district

The current Maximum Deviation is **18.86%**

The current district boundaries are not aligned with census blocks

Current Districts-Total Population By Race

	Hispanic	NH White	NH Black	NH AIAN	NH Asian	NH NHOPI	NH Other	NH - 2+ Race	Total
A	7,360	7,653	3051	31	1383	2	177	570	20,227
B	9,038	3,896	3790	34	622	4	135	444	17,963
C	4,300	9,728	1360	5	830	5	96	464	16,788
D	3,084	12,356	1252	16	1095	1	120	570	18,494
E	3,847	10,681	1621	16	842	2	124	579	17,712
									91,184
Racial Ethnic Composition of Each District %									
	Hispanic%	NH White%	NH Black%	NH AIAN%	NH Asian%	NH NHOPI %	NH Other%	NH - 2+ Race%	Total
A	36.39%	37.84%	15.08%	0.15%	6.84%	0.01%	0.88%	2.82%	100.00%
B	50.31%	21.69%	21.10%	0.19%	3.46%	0.02%	0.75%	2.47%	100.00%
C	25.61%	57.95%	8.10%	0.03%	4.94%	0.03%	0.57%	2.76%	100.00%
D	16.68%	66.81%	6.77%	0.09%	5.92%	0.01%	0.65%	3.08%	100.00%
E	21.72%	60.30%	9.15%	0.09%	4.75%	0.01%	0.70%	3.27%	100.00%

Districts A & B are Minority Majority District; District B is a Hispanic Majority District; Districts C, D and E are NH White Majority Districts

Current Districts-Total Voting Population By Race

	Hispanic	NH White	NH Black	NH AIAN	NH Asian	NH NHOPI	NH Other	NH - 2+ Race	Total
A	5,350	6,772	2,420	24	1,132	2	116	396	16,212
B	6,305	3,498	2,977	26	517	3	93	292	13,711
C	3,048	8,428	1,085	2	675	5	59	307	13,609
D	2,252	10,661	1,007	14	906	1	68	341	15,250
E	2,725	8,804	1,271	11	670	0	75	344	13,900
									72,682
Racial Ethnic Composition of Each District %									
	Hispanic%	NH White%	NH Black%	NH AIAN%	NH Asian%	NH NHOPI %	NH Other%	NH - 2+ Race%	Total
A	33.00%	41.77%	14.93%	0.15%	6.98%	0.01%	0.72%	2.44%	100.00%
B	45.98%	25.51%	21.71%	0.19%	3.77%	0.02%	0.68%	2.13%	100.00%
C	22.40%	61.93%	7.97%	0.01%	4.96%	0.04%	0.43%	2.26%	100.00%
D	14.77%	69.91%	6.60%	0.09%	5.94%	0.01%	0.45%	2.24%	100.00%
E	19.60%	63.34%	9.14%	0.08%	4.82%	0.00%	0.54%	2.47%	100.00%

District A & B are Minority Majority District; Districts C, D and E are NH White Majority Districts

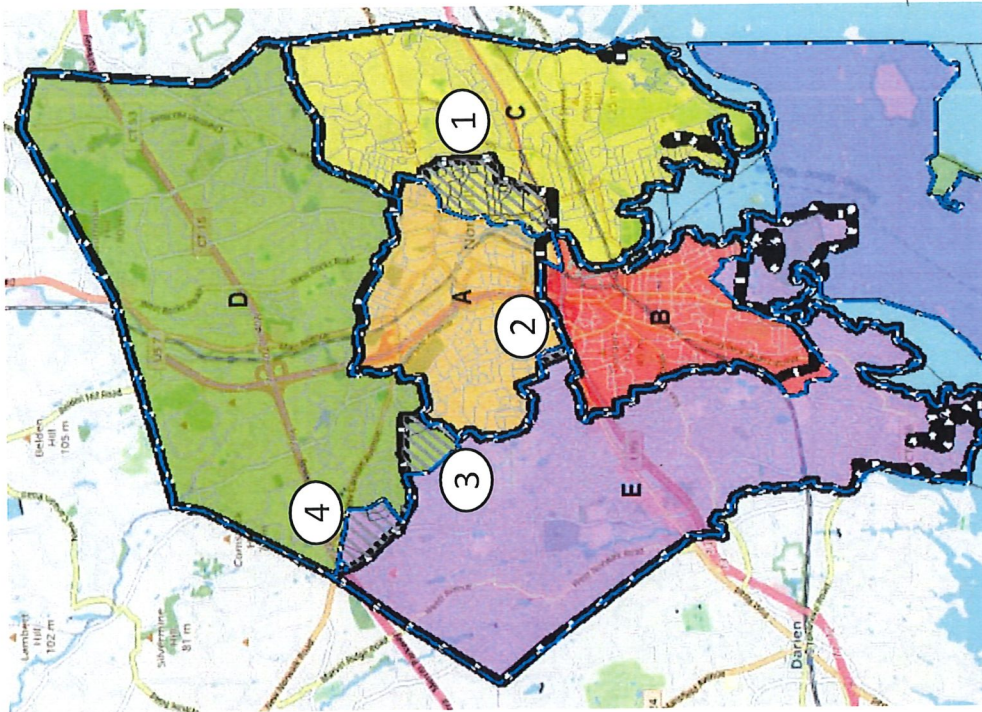
Proposed Council Districts

The Maximum Deviation is 3.66%

4 Proposed Changes

1. A to C
2. A to E
3. E to D
4. D to E

Other Changes due to Taxing Districts
A-D, E-B



Proposed Districts -Total Population By Race

	Hispanic	NH White	NH Black	NH AIAN	NH Asian	NH NHOPI	NH Other	NH - 2+ Race	Total
A	6,816	6,399	2861	30	1252	2	165	530	18,055
B	9,038	3,896	3790	34	622	4	135	444	17,963
C	4,699	10,866	1508	6	936	5	107	503	18,630
D	3,133	12,324	1293	16	1094	1	120	579	18,560
E	3,943	10,829	1622	16	868	2	125	571	17,976
									91,184
Racial Ethnic Composition of Each District %									
	Hispanic%	NH White%	NH Black%	NH AIAN%	NH Asian%	NH NHOPI %	NH Other%	NH - 2+ Race%	Total
A	37.75%	35.44%	15.85%	0.17%	6.93%	0.01%	0.91%	2.94%	100.00%
B	50.31%	21.69%	21.10%	0.19%	3.46%	0.02%	0.75%	2.47%	100.00%
C	25.22%	58.33%	8.09%	0.03%	5.02%	0.03%	0.57%	2.70%	100.00%
D	16.88%	66.40%	6.97%	0.09%	5.89%	0.01%	0.65%	3.12%	100.00%
E	21.93%	60.24%	9.02%	0.09%	4.83%	0.01%	0.70%	3.18%	100.00%

Districts A & B are Minority Majority District; District B is a Hispanic Majority District; Districts C, D and E are NH White Majority Districts

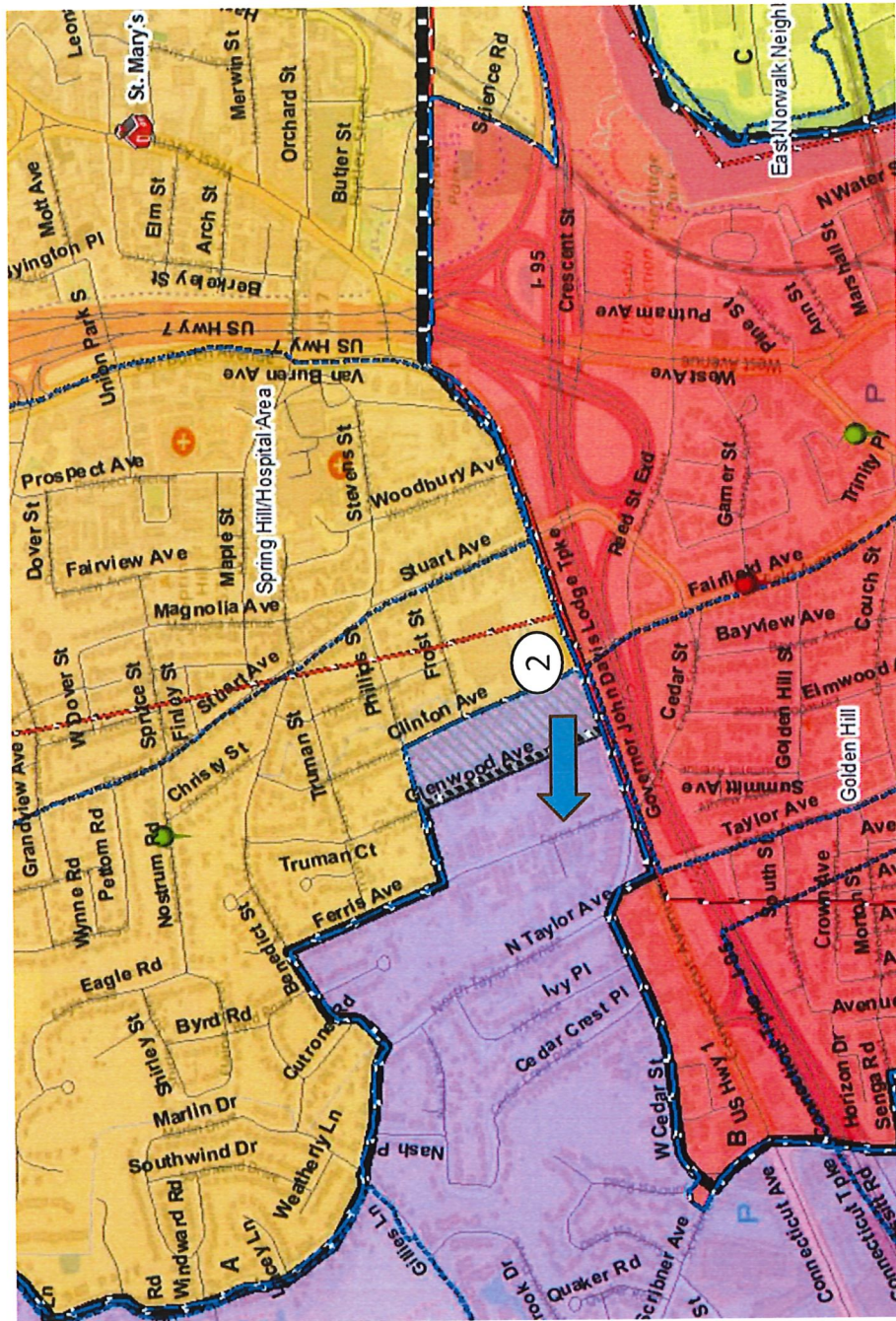
Proposed Districts-Total Voting Population By Race

	Hispanic	NH White	NH Black	NH AIAN	NH Asian	NH NHOPI	NH Other	NH - 2+ Race	Total
A	4,970	5666	2284	23	1013	2	112	372	14,442
B	6,305	3,498	2977	26	517	3	93	292	13,711
C	3,323	9,424	1193	3	769	5	63	330	15,110
D	2,297	10,631	1043	14	902	1	68	346	15,302
E	2,785	8,944	1263	11	699	0	75	340	14,117
									72,682
Racial Ethnic Composition of Each District %									
	Hispanic%	NH White%	NH Black%	NH AIAN%	NH Asian%	NH NHOPI %	NH Other%	NH - 2+ Race%	Total
A	34.41%	39.23%	15.81%	0.16%	6.18%	272.31%	0.54%	30.11%	398.76%
B	45.98%	25.51%	21.71%	0.19%	3.77%	0.02%	0.68%	2.13%	100.00%
C	21.99%	62.37%	7.90%	0.02%	5.09%	0.03%	0.42%	2.18%	100.00%
D	15.01%	69.47%	6.82%	0.09%	5.89%	0.01%	0.44%	2.26%	100.00%
E	19.73%	63.36%	8.95%	0.08%	4.95%	0.00%	0.53%	2.41%	100.00%

District A & B are Minority Majority District; Districts C, D and E are NH White Majority Districts

This area has a population of 1,682 and a Voting Age Population of 1,393. 62% of the total population is NH White

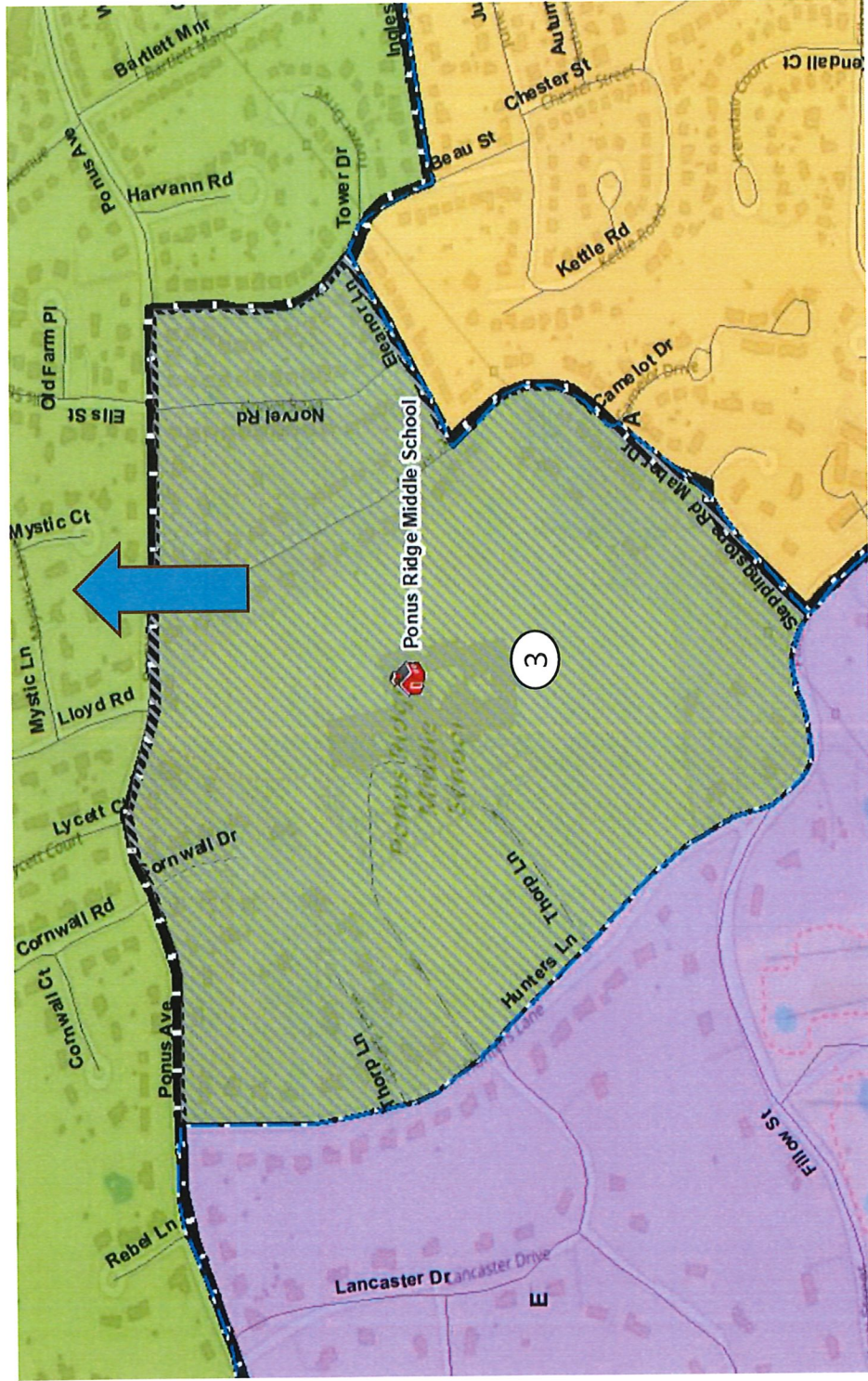
Change 2 – From District A to District E



From Phillips Street to
Glenwood Ave to
Connecticut Ave to
Clinton Ave currently
in District A is now
assigned to District E

This area has a
population of 330 and
a Voting Age
Population of 105.
35% population is NH
White.

Change 3 – From District E to District D



From Ponus Ave in the North to Hunters Ln, to Stepping Stone Rd, Maher Rd, Elanor Rd, Beau St to Ponus Ave, currently in District E is now assigned to District D. This area has Ponus Ridge Middle School, a polling place used by District D

This area has a population of 351 and a Voting Age Population of 293. 55% population is NH White.

NASH
Neighborhood of Silvermine Homeowners Assoc.

State Hwy 123

New Canaan Ave

Glen Ave

Jean Ave

Felix Ln

Angel Ln

Douglas Dr

Flower Ln

Huckleberry Dr N

Red Oak Ln

Canter St

State Hwy 15

Fulmar Ln

Bissell

Dragon Ln

Anson Rd

Belfor Rd

Forbell Dr

Glen Pines Ln

Ledgewood Dr

Reba

Styles Ln

Penny Ln

Fox Run Rd

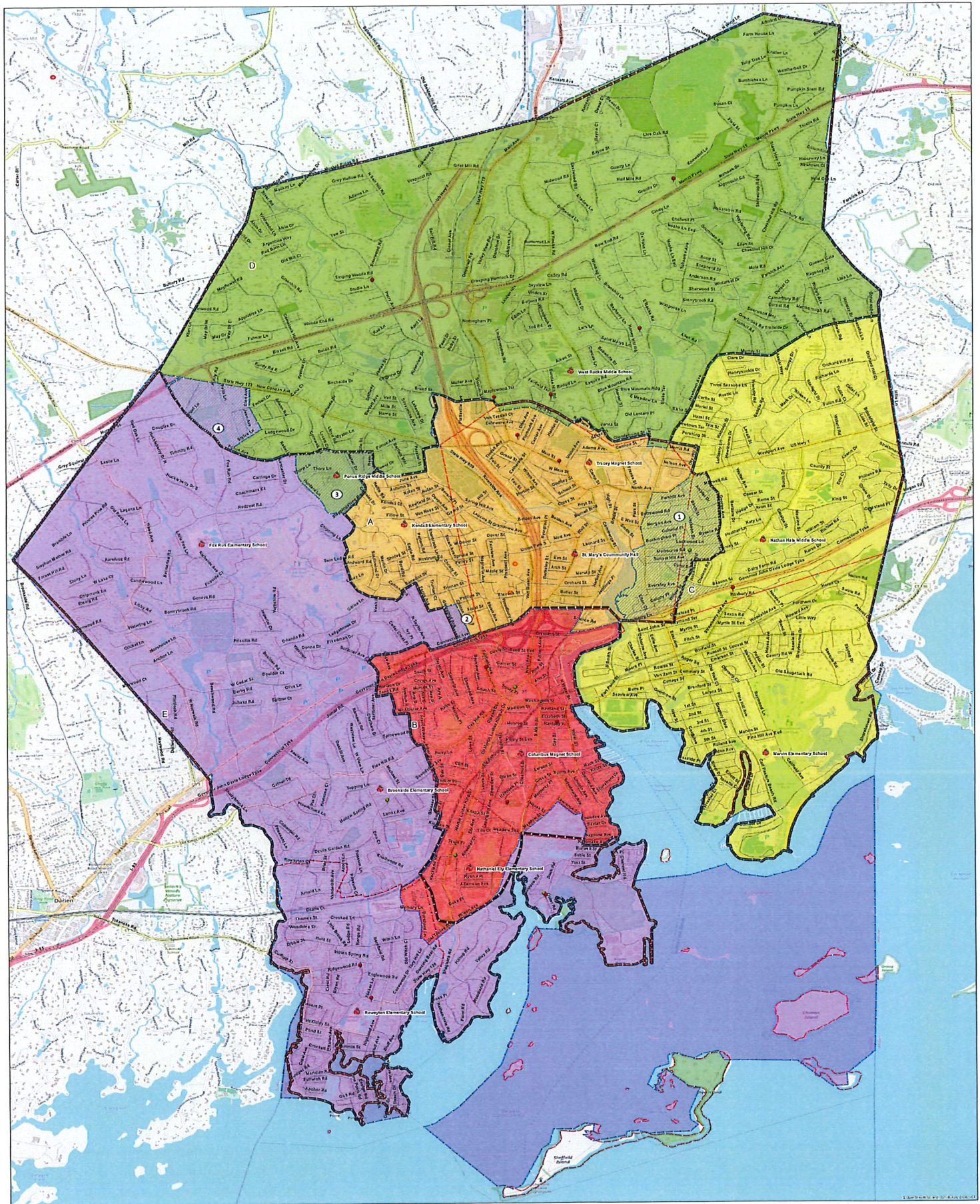
4

This area has a population of 285 and a Voting Age Population of 241. 79% population is NH White.

Thank You

City of Norwalk - Proposed Plan

Accepted by the Redistricting Advisory Committee on 9-12-24



Legend

- Norwalk Officials
- Norwalk Voting Locations
- Board of Education
- Common Council
- Proposed Districts
- Suggested Changes
- Taxing Districts
- Current Council Districts

0 0.5 1 2 Miles





October 4, 2024

The Honorable Harry W. Rilling, Mayor
and Members of the Common Council
Norwalk City Hall
Norwalk, Connecticut

Re: Reapportionment Advisory Committee Recommendations

Honorable Mayor and Common Council Members:

The Reapportionment Advisory Committee requests the City of Norwalk's Common Council consider the following recommendations:

- Implement a procedure for review of districts on a ten-year basis utilizing the most currently available Census data.
- Reapportionment should be done every ten years on the US decennial census timetable.
- The census data will be released in 2031. We will get the state redistricting information in late 2031 or early 2032.
- The new state legislative precinct map is expected to be adopted in early 2032. Then, in the past, it has usually taken a couple of months to make the corrections for every residence.
- In the past that has been, basically, full time work over those two or three months.
- By 2032 the addresses in Norwalk are supposed to be in the state system with GPS locations, which would speed up the process (at least in theory).
- The city reapportionment should be done in 2032, in time for the 2033 Municipal election.

MEMORANDUM

From: Mario Coppola

To: Harry W. Rilling, Mayor
Members of the Common Council

Date: September 30, 2024

Re: Fairfield County Hazardous Incident Response Team -
Amended and Restated Interlocal Agreement

.....

In 1999, the City of Bridgeport adopted an interlocal agreement for Hazardous Materials Response Mutual Aid (the “1999 Agreement”). Under the 1999 Agreement, the Chiefs of the participating Fire Departments (the “Fire Chiefs”) created a group known as the Fairfield County Hazardous Incident Response Team (“FCHIRT”).

The 1999 Agreement provides no legal entity structure for FCHIRT. Lack of legal entity structure means that FCHIRT is unable to obtain a federal employer identification number (EIN), open a bank account, accept donations, apply for grants or enter into mutual aid agreements with non-municipal entities. Previously, FCHIRT has carried on to date by using the EIN of the Town of Westport and keeping its funds in a bank account in the name of the Town of Westport.

Counsel for one of the participating Fire Departments worked with the Fire Chiefs to develop an Amended and Restated Interlocal Agreement (the “Agreement”), the driving purpose of which was to authorize the incorporation of FCHIRT as a non-stock corporation with the intention for the newly formed corporation to apply for 501(c) non-profit status.

A copy of the Agreement is attached hereto as Exhibit 1. A summary of the terms of the Agreement are as follows:

1. Purpose: The purpose of the Agreement is to provide for the safe and efficient response to hazardous materials spills, natural and man-made regional emergencies and other incidents within the borders of the participating municipalities and for the effective and well-coordinated training of personnel.
2. Operational Matters: The Agreement addresses operational protocol, e.g. - emergency response procedures, request for mutual-aid assistance, chain of command, reporting procedures, etc.
..
3. Term. This Agreement shall remain in effect until terminated by action of the legislative bodies of a majority of the participating municipalities; however, any municipality may withdrawal from the Agreement at any time upon providing written notice to the other participating municipalities.

4. Incorporation: The Agreement provide that FCHIRT shall be incorporated as a non-stock 501(c) non-profit corporation. The legal corporate name of FCHIRT shall be Fairfield County Hazardous Incident Response Team, Inc. It further provides for corporate governance by a board of directors with each participating municipalities Fire Chief have a seat on the board.

5. Participation Fee: Each participating municipality is required to pay an annual participation fee (or provides services of equivalent value) which, at the time of execution of the Agreement, is \$3,000.

6. Grants: FCHIRT shall have the authority to apply for and receive grants for the purchase of operational equipment and training and educational programs. If FCHIRT receives grant funds for the purchase of operational equipment, FCHIRT shall, by majority vote of FCHIRT's board of directors, either transfer the grant funds to a participating municipality for procurement of the equipment or procure the equipment and assign title to a participating municipality.

7. Employees: FCHIRT will not have employees. Except in the context of a response to an emergency under the Agreement, no employee of a participating municipality shall have the right or authority to direct the performance of services by an employee of another municipality.

8. Insurance: Each participating municipalities is required to maintain customary insurance coverages with respect to their respective participating employee and equipment used in responding to incidents. However, FCHIRT will maintain directors and officer's liability insurance and fidelity/crime insurance coverage.

9. Cross Indemnification: The Agreement requires a cross indemnification such that each participating municipalities agrees to indemnify and hold each other harmless from any and all claims, causes of action and lawsuits arising out of the negligent or willful misconduct of their respective employees, agents and volunteers.

10. Amendment. The Agreement may be amended by a majority of the participating Municipalities.

The following authorization is proposed for your approval:

AUTHORIZE THE MAYOR, HARRY W. RILLING TO THE FAIRFIELD COUNTY HAZARDOUS INCIDENT RESPONSE TEAM AMENDED AND RESTATED INTERLOCAL AGREEMENT (THE "AGREEMENT") AND ALL OTHER AGREEMENT AND DOCUMENTS NECESSARY TO EFFECUTATE THE PURPOSE OF AGREEMENT.

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
FAIRFIELD COUNTY HAZARDOUS INCIDENT RESPONSE TEAM**

Revised October 11, 2022 2:04 p.m.

This Interlocal Agreement (the “Agreement”) is by and among the Connecticut municipalities in the left column below (listed in alphabetical order, each a “Municipality” and collectively, the “Municipalities”) by their respective chief elected officers.

MUNICIPALITIES

PARTICIPATING FIRE DEPARTMENTS

CITY OF BRIDGEPORT

BRIDGEPORT FIRE DEPARTMENT

TOWN OF DARIEN

THE DARIEN FIRE DEPARTMENT INCORPORATED
THE NOROTON FIRE DEPARTMENT, INCORPORATED
THE NOROTON HEIGHTS FIRE DEPARTMENT, INCORPORATED

TOWN OF EASTON

EASTON VOLUNTEER FIRE CO INCORPORATED

TOWN OF FAIRFIELD

FAIRFIELD FIRE DEPARTMENT

TOWN OF GREENWICH

GREENWICH FIRE DEPARTMENT

TOWN OF MONROE

MONROE VOLUNTEER FIRE DEPARTMENT NO. 1, INC.
THE STEPNEY VOLUNTEER FIRE COMPANY, NO. 1, INC.
STEVENSON VOLUNTEER FIRE COMPANY, INCORPORATED

TOWN OF NEW CANAAN

NEW CANAAN FIRE DEPARTMENT

CITY OF NORWALK

NORWALK FIRE DEPARTMENT
THE ROWAYTON HOSE COMPANY NO. 1, INCORPORATED

CITY OF STAMFORD

STAMFORD FIRE DEPARTMENT

TOWN OF STRATFORD

STRATFORD FIRE DEPARTMENT

TOWN OF TRUMBULL

LONG HILL FIRE DISTRICT
TRUMBULL CENTER FIRE DISTRICT
NICHOLS FIRE DISTRICT

TOWN OF WESTON

THE WESTON VOLUNTEER FIRE DEPARTMENT, INCORPORATED

TOWN OF WESTPORT

WESTPORT FIRE DEPARTMENT

TOWN OF WILTON

WILTON FIRE DEPARTMENT

RECITALS

- A. For purposes of this Agreement, “Participating Fire Departments” means and includes the career and volunteer fire departments listed in the right column on Page 1.
- B. In addition to the chief elected officers of the Municipalities, the chiefs of the Participating Fire Departments (each, a “Chief” and collectively, the “Chiefs”) have indicated their approval of this Agreement by signing next to the chief elected officials of the Municipalities in which their respective Participating Fire Departments are located.
- C. The Municipalities, except for the Town of Greenwich (collectively, the “Original Municipalities”), entered into a Hazardous Materials Response Assistance Mutual Aid Agreement For Additional Fire Protection dated June 11, 1999 (the “1999 Agreement”).
- D. The Town of Greenwich joined the Original Municipalities by adopting the 1999 Agreement at a later date.
- E. Under the 1999 Agreement, the Municipalities pledged to contribute personnel and equipment to a group which came to be known as the Fairfield County Hazardous Incident Response Team (“FCHIRT”).
- F. The 1999 Agreement was intended to improve response to hazardous materials incidents and other emergencies within the region by permitting the Chief of a Participating Fire Department to call upon personnel and equipment on FCHIRT’s roster to respond to an incident beyond the resources available within the Participating Fire Department.
- G. Since 1999, the Chiefs have expanded FCHIRT’s role to include assistance with field communications and assistance with natural and man-made regional emergencies.
- H. The 1999 Agreement does not address the legal status of FCHIRT, leaving FCHIRT as an undefined and unincorporated association, not recognized as a legal entity under Connecticut law.
- I. FCHIRT maintains a roster of personnel specially trained to respond to spills of hazardous materials, coordinate field communications and respond to natural and man-made regional emergencies (the “Personnel Roster”).
- J. FCHIRT has no employees, the personnel appearing on the Personnel Roster being career firefighters employed by the Municipalities or volunteering for the Participating Fire Departments, as applicable, along with a small number of police and dispatch personnel employed by the Municipalities.
- K. FCHIRT maintains a list of specialized emergency response equipment (the “Equipment Roster”).

- L. FCHIRT owns no equipment, all of the equipment appearing on the Equipment Roster being owned by various Municipalities and stored in facilities maintained by various Participating Fire Departments.
- M. As to employment relationships and equipment ownership, the Municipalities desire to continue the status quo.
- N. As to legal status, the Municipalities have concluded that FCHIRT's undefined and unincorporated status presents a number of disadvantages and that incorporating FCHIRT under the Connecticut Non-Stock Corporation Act will allow FCHIRT to: adopt suitable bylaws; elect a board of directors and officers; obtain a federal taxpayer identification number; open one or more bank accounts; adopt budgets; establish fees for services; collect insurance claims from insured spillers; apply to the Internal Revenue Service for recognition as a tax-exempt organization; solicit tax deductible charitable contributions from citizens and regional businesses; apply for grants; enter into contracts with providers of services and materials; and enter into mutual aid agreements with non-governmental entities.

NOW THEREFORE, the Municipalities agree as follows.

1. Amendment and Restatement. This Agreement amends and restates the 1999 Agreement.
2. Statutory Authority. Authority for this Agreement is derived from CGS Sections 7-339a through 7-339l.
3. Effective Upon Signature. This Agreement shall be effective on the date that this Agreement has been signed by the chief elected officers of eight (8) Municipalities (the "Effective Date"). If the chief elected officers of at least eight (8) Municipalities have not signed this Agreement by December 31, 2023, then this Agreement shall be void. The signature of the Chief of each Participating Fire Department indicates that he or she has reviewed and approved the terms of this Agreement and has recommended it to the chief elected officer of the Municipality in which his or her Participating Fire Department is located.
4. Purposes. The purposes of this Agreement are to provide for the safe and efficient response to hazardous materials spills, natural and man-made regional emergencies and other incidents within the borders of the Municipalities and for the effective and well coordinated training of personnel.
5. Operational Matters.
 - a. Emergency Response Procedures. FCHIRT has established written procedures for requesting and providing assistance, communications and deployment of personnel and equipment ("Emergency Response Procedures"). FCHIRT will disseminate the Emergency Response Procedures to each Participating Fire Department. FCHIRT will solicit and respond to comments with respect to improvement of the

Emergency Response Procedures and will disseminate amendments to the Participating Fire Departments.

- b. Response to Incident Scenes. FCHIRT Directors, FCHIRT Officers and FCHIRT Technicians will not act on behalf of FCHIRT at the scene of any incident. If an FCHIRT Director, FCHIRT Officer or FCHIRT Technician responds to an incident, all of his or her actions and decisions shall be taken solely in his or her capacity as an agent or employee of the Municipality by whom he or she is employed or the Participating Fire Department for whom he or she volunteers.
- c. Requests for Assistance. If an Officer-In-Charge determines that hazardous material control equipment or other emergency assistance is required beyond that which the Participating Fire Department can furnish with its own resources, the Officer-In-Charge may make a Request for Assistance. If the Requesting OIC happens to be an FCHIRT Director, FCHIRT Officer or FCHIRT Technician, the Requesting OIC shall make the Request for Assistance in his or her capacity as Officer-In-Charge.
- d. Responses to Requests for Assistance. Upon receipt of a Request for Assistance, the Responding OIC shall order that FCHIRT Technicians and Equipment be deployed to the incident scene except to the extent that the personnel or equipment are unavailable. An FCHIRT Technician will be considered unavailable if the Responding OIC determines that the FCHIRT Technician is required at the scene of another incident, if the FCHIRT Technician is on leave or otherwise too far away to respond. Equipment will be considered unavailable if the Responding OIC determines that it is required at the scene of another incident or if the Equipment is not operational. If the Responding OIC determines that an FCHIRT Technician or Equipment is unavailable, the Responding OIC shall immediately inform the Requesting OIC. No FCHIRT Director, FCHIRT Officer or FCHIRT Technician, will, acting in his or her capacity as FCHIRT Director, FCHIRT Officer or FCHIRT Technician, initiate a response or deploy FCHIRT Technicians or Equipment to the scene of any incident, a Request for Assistance by an Officer-In-Charge being an essential precondition to each response or deployment of FCHIRT Technicians and Equipment.
- e. Incident Command. At each incident scene, the Requesting OIC shall be in command of operations. If the Requesting OIC requests that a senior officer of a Responding Department assume command, then the Requesting OIC shall not be relieved of responsibility for operations at the scene. FCHIRT Technicians and Equipment of Responding Departments shall be under the immediate supervision and responsibility of their respective Responding OICs who shall, in turn, be under the supervision of the Requesting OIC.
- f. Incident Reports and Analysis. FCHIRT shall receive, collect and analyze reports from officers of Requesting Departments and Responding Departments and shall

disseminate to the Participating Fire Departments analysis and recommendations for tactical and logistical improvements.

- g. Equipment Inspections and Replacement. FCHIRT officers shall coordinate with Participating Fire Departments the inspection of Equipment and shall remove Equipment from the Equipment Roster as Equipment is taken out of service. FCHIRT Officers shall consult with Participating Fire Departments regarding equipment replacement schedules and the need to replace damaged, worn out or obsolete Equipment.
6. Term. This Agreement shall remain in effect until terminated by action of the legislative bodies of a majority of the Municipalities.
7. Incorporation of FCHIRT. FCHIRT shall be incorporated as a non-stock corporation under the Connecticut Revised Nonstock Corporation Act. The legal corporate name of FCHIRT shall be Fairfield County Hazardous Incident Response Team, Inc.
8. Corporate Governance. Each Municipality shall be considered a member of the corporation and shall be entitled to one seat on the board of directors of the corporation. The board of directors of FCHIRT shall be comprised of the Chiefs of the Participating Fire Departments, except that, if a Municipality has: (a) more than one volunteer fire department and no career fire departments, then only one of the Chiefs of the volunteer fire departments shall be a director at any time; or (b) one or more volunteer fire departments in addition to a career fire department, then only the Chief of the career fire department shall be a director. If a Municipality has no career fire departments and more than one volunteer fire department then the Chiefs of volunteer fire departments shall rotate membership on the board of directors of FCHIRT annually in the order in which the volunteer fire departments were organized, from oldest department to newest department. Decisions within the purview of the members and directors of FCHIRT shall be made by majority vote of the members or directors, as applicable.
9. Tax Exempt Organization. FCHIRT shall apply to the Internal Revenue Service for recognition as a tax exempt organization under Section 501(c) of the Internal Revenue Code. FCHIRT may solicit and accept gifts, donations, grants and charitable contributions.
10. Ownership of Property. FCHIRT shall not own any real estate, registered or non-registered motor vehicles, apparatus or operational equipment of any kind. Title to each piece of Equipment shall be held at all times by one of the Municipalities. FCHIRT may place a label or mark upon equipment listed on the Equipment Roster for purposes of identification. Any such label or mark shall not be construed as indicia of ownership. Tangible property owned by FCHIRT shall be limited to office equipment, office furniture and supplies.
11. Office Space. The Participating Fire Department in which the president of FCHIRT serves shall provide incidental office space to FCHIRT without charge. FCHIRT shall initially maintain its office at the Nichols Fire Department.

12. Fiscal Year and Budgets. FCHIRT will have a fiscal year beginning July 1 and ending June 30. The board of directors of FCHIRT shall establish a budget for each fiscal year.
13. Fees. Each Municipality shall pay an annual membership fee or provide services or equipment to FCHIRT of equivalent value. As of the date of the Effective Date, the membership fee is \$3,000 (the “Membership Fee”). The board of directors of FCHIRT shall have the authority to determine the value of services or equipment provided by a Municipality in lieu of paying the Membership Fee. FCHIRT shall have the right to settle and collect insurance claims from insured spillers with respect to incidents.
14. Adjustments in Fees. The Membership Fee may be adjusted from time to time by majority vote of FCHIRT’s directors.
15. Grants. FCHIRT shall have the authority to apply for and receive grants for the purchase of operational equipment and training and educational programs. If FCHIRT receives grant funds for the purchase of operational equipment, FCHIRT shall, by majority vote of FCHIRT’s board of directors, either transfer the grant funds to a Municipality for procurement of the equipment or procure the equipment and assign title to a Municipality.
16. Training and Certification Programs. FCHIRT may schedule and coordinate training, drills and certification programs (“TDC Programs”). Each individual participating in a TDC Program must have authorization from the Chief of his or her Participating Fire Department and will be deemed to be acting in his or her capacity as an employee or agent of his or her Municipality or Participating Fire Department, as applicable, for the duration of each TDC Program. Personnel of Participating Fire Departments making presentations or acting as instructors at TDC Programs will be acting as employees or agents of their respective Municipalities or Participating Fire Departments, as applicable, when making presentations or acting as instructors. FCHIRT may reimburse Municipalities and Participating Fire Departments for the cost of personnel, materials and facilities provided for TDC Programs. FCHIRT may retain the services of outside trainers or instructors for TDC Programs upon receipt of confirmation that the trainer or instructor is covered under a satisfactory insurance policy.
17. Employees. Career firefighters and other agents of municipal public safety agencies appearing on the Personnel Roster shall remain employees of their respective Municipalities or Participating Fire Departments, as applicable. Except in the context of a response to an emergency and then only pursuant to the Emergency Response Procedures, no official of any Municipality or Participating Fire Department shall have the right or authority to direct the performance of services by an employee of another Municipality or Participating Fire Department. No official of any Municipality or Participating Fire Department shall have the right to modify the terms or conditions of employment of an employee of another Municipality or Participating Fire Department. The Municipalities or Participating Fire Departments, as applicable, shall be responsible for all compensation and benefits of their respective firefighters and other agents, including, without limitation, wages, overtime, health insurance, pension and retirement plan contributions, family and

medical leave, vacation time and sick time. This Agreement shall not be construed as granting rights to employees, agents or volunteers of any Municipality or Participating Fire Department to participate in any collective bargaining agreement to which any other Municipality or Participating Fire Department is a party or to participate in any health care or retirement benefit plan sponsored by another Municipality or Participating Fire Department.

18. Mutual Aid Agreements With Non-Municipal Entities. FCHIRT may enter into mutual aid agreements with non-municipal entities such as airports and private industrial facilities that employ specially trained personnel or specially designed equipment.
19. Withdrawal. A Municipality may withdraw from this Agreement for any reason upon delivery of Notice to the other Municipalities.
20. Insurance. The Municipalities will maintain their customary insurance coverages with respect to their respective FCHIRT Technicians and Equipment. FCHIRT will maintain directors and officers liability insurance and fidelity/crime insurance coverage.
21. Cross Indemnification. To the extent permitted by law, the Municipalities shall indemnify and hold each other harmless from any and all claims, causes of action and lawsuits arising out of the negligent or willful misconduct of their respective employees, agents and volunteers. The cross indemnification covenants under this Section shall survive the termination of this Agreement or withdrawal of a Municipality.
22. No Advisory Board. The Municipalities find that no interlocal advisory board, as permitted by CGS Section 7-339b(a)(2), is required to accomplish the purposes of this Agreement.
23. Amendment. This Agreement may not be amended except by written agreement signed by the chief elected officers of at least a majority of the Municipalities. Any Municipality may propose an amendment to the other Municipalities.
24. Additional Jurisdictions. Additional towns and cities may be added as parties to this Agreement upon majority vote of the board of directors of FCHIRT and written acceptance of the terms of this Agreement.
25. Assignment. The rights and obligations of the Municipalities under this Agreement are not assignable.
26. Dispute Resolution. Except with respect to the institution of legal proceedings which seek equitable relief, appeal or judgment enforcement, disputes arising under this Agreement shall be resolved as follows.
 - a. Negotiation. The chief elected officers of the Municipalities involved in the dispute shall meet either alone or together with their respective advisors, in the spirit of good faith, to attempt to negotiate a resolution of the dispute by mutual agreement in writing. If a dispute is between one or more Municipalities and

FCHIRT, then the duly elected president of FCHIRT shall participate in the negotiations.

- b. Mediation. If the chief elected officers of the involved Municipalities (and the president of FCHIRT, if applicable) are unable to resolve the dispute by mutual agreement under Section 26(a) within two (2) weeks following the initiation of negotiations, then the dispute shall be submitted to non-binding mediation between the parties and a mediator to be jointly selected by the involved Municipalities (and FCHIRT, if applicable) (each a “Party” and collectively, the “Parties”). A Party seeking to resolve a dispute hereunder shall give Notice to the other Parties that it wishes to begin the mediation process. Upon receipt of such Notice, the Parties shall meet to mutually select a mediator. The mediation process shall be deemed initiated upon the receipt of the aforementioned Notice by the receiving Party.
 - c. Arbitration. If the dispute is not resolved by mediation under Section 26(b) within a period of three (3) weeks following the initiation of mediation as set forth above, then a Party may demand that the dispute be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “Commercial Arbitration Rules”) and upon such demand, the dispute shall be submitted to arbitration in Fairfield County, Connecticut. Arbitration shall be before a single arbitrator appointed in accordance with the Commercial Arbitration Rules. All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions of this Agreement, shall take place in Fairfield County, Connecticut. The Parties hereby expressly consent to such venue and to the personal and subject matter jurisdiction of such courts and such proceedings. Notice shall be given and the hearing conducted in accordance with the provisions of the Commercial Arbitration Rules. The arbitrator shall hear and determine the matter and shall execute and acknowledge its award in writing and deliver a copy thereof to each Party by registered or certified mail. A judgment confirming the award of the arbitrator may be rendered in any court having jurisdiction. Costs and expenses of arbitration, including, but not limited to, the fees of the arbitrator, shall be borne by the non-prevailing Party or in such proportion as the arbitrator shall determine.
27. Authorization. Each individual signing this Agreement on behalf of a Municipality represents that he or she is the chief elected officer of his or her Municipality and that he or she has obtained all requisite authority to bind the Municipality he or she serves to the provisions of this Agreement. Each individual signing on behalf of a Participating Fire Department represents that he or she is the Chief of the Participating Fire Department.
28. No Waiver. No failure on the part of any Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of any such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and

privileges provided in this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

29. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
30. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The Municipalities agree that this Agreement may be transmitted among them by electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The Municipalities intend that electronic signatures constitute original signatures and that an Agreement containing the signature (original or electronic) of the chief elected officer of a Municipality is binding on the Municipality once sent via electronic mail.
31. Captions. The captions and section headings appearing in this Agreement are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.
32. Defined Terms. Capitalized words phrases and acronyms appearing in this Agreement shall have the meanings ascribed to them below.
- a. “CGS” means the Connecticut General Statutes, as amended.
 - b. “Equipment” means and includes a registered or non-registered motor vehicle, apparatus or other operational equipment identified on the Equipment Roster.
 - c. “FCHIRT Director” means an individual serving on the board of directors of FCHIRT.
 - d. “FCHIRT Officer” means an individual serving as the president, vice president, corresponding secretary, recording secretary, treasurer or assistant treasurer of FCHIRT.
 - e. “FCHIRT Technician” means an individual whose name appears on the Personnel Roster.
 - f. “Municipality” shall have the meaning ascribed to it under CGS Section 7-148cc, notwithstanding the definition indicated on Page 1. Specifically, “Municipality” means any municipality, as defined in CGS Section 7-187, any district, as defined in CGS Section 7-324, any metropolitan district or any municipal district created under CGS Section 7-330 and located within the State of Connecticut.
 - g. “Notice” means only written notification given by one Municipality to another Municipality or to FCHIRT. Notice may be given only by: a form of US Mail in which the recipient is required to sign a receipt (such as certified, return receipt); a

nationally recognized courier service which requires the recipient to sign a receipt (such as Federal Express or UPS Next Day). All Notices will be effective on receipt. Notices must be given to a Municipality at its Notice Address.

- h. “Notice Address” for each Municipality means the address indicated in Schedule A. The Notice address for FCHIRT is Fairfield County Hazardous Incident Response Team, Inc., 100 Shelton Road, Trumbull, CT 06611, Attention Andrew Kingsbury.
- i. “Officer-In-Charge” means, in the context of an emergency response incident, the officer in charge of the Participating Fire Department within the territory of which the incident occurs.
- j. “Request for Assistance” means a request made by an Officer-In-Charge that one or more FCHIRT Technicians or Equipment be deployed to the scene of an emergency response incident.
- k. “Requesting Department” means a Participating Fire Department the Officer-In-Charge of which makes a Request for Assistance.
- l. “Requesting OIC” means an Officer-In-Charge that makes a Request for Assistance.
- m. “Responding Department” means a Participating Fire Department that deploys one or more FCHIRT Technicians or Equipment in response to a Request for Assistance.
- n. “Responding OIC” means the Officer-In-Charge of a Participating Fire Department that deploys one or more FCHIRT Technicians or Equipment in response to a Request for Assistance.

{This space intentionally left blank. The signature pages start on the next page.}

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below.

CITY OF BRIDGEPORT

BRIDGEPORT FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF DARIEN

THE DARIEN FIRE DEPARTMENT INCORPORATED

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

THE NOROTON FIRE DEPARTMENT,
INCORPORATED

Signature _____

Name _____

Title _____

Date _____

THE NOROTON HEIGHTS FIRE DEPARTMENT,
INCORPORATED

Signature _____

Name _____

Title _____

Date _____

TOWN OF EASTON

EASTON VOLUNTEER FIRE CO INCORPORATED

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF FAIRFIELD

FAIRFIELD FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF GREENWICH

GREENWICH FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF MONROE

Signature _____

Name _____

Title _____

Date _____

MONROE VOLUNTEER FIRE DEPARTMENT NO. 1,
INC.

Signature _____

Name _____

Title _____

Date _____

THE STEPNEY VOLUNTEER FIRE COMPANY, NO. 1,
INC.

Signature _____

Name _____

Title _____

Date _____

STEVENSON VOLUNTEER FIRE COMPANY,
INCORPORATED

Signature _____

Name _____

Title _____

Date _____

TOWN OF NEW CANAAN

Signature _____

Name _____

Title _____

Date _____

NEW CANAAN FIRE DEPARTMENT

Signature _____

Name _____

Title _____

Date _____

CITY OF NORWALK

Signature _____

Name _____

Title _____

Date _____

NORWALK FIRE DEPARTMENT

Signature _____

Name _____

Title _____

Date _____

THE ROWAYTON HOSE COMPANY NO. 1,
INCORPORATED

Signature _____

Name _____

Title _____

Date _____

CITY OF STAMFORD

Signature _____

Name _____

Title _____

Date _____

STAMFORD FIRE DEPARTMENT

Signature _____

Name _____

Title _____

Date _____

TOWN OF STRATFORD

Signature _____

Name _____

Title _____

Date _____

STRATFORD FIRE DEPARTMENT

Signature _____

Name _____

Title _____

Date _____

TOWN OF TRUMBULL

LONG HILL FIRE DISTRICT

LONG HILL FIRE DISTRICT

Signature:

Signature:

Signature:

Name:

Name:

Name:

Title: First Selectwoman

Title: Chief of Department

Title: Commissioner

Date:

Date:

Date:

TRUMBULL CENTER FIRE DISTRICT

TRUMBULL CENTER FIRE DISTRICT

Signature:

Signature:

Name:

Name:

Title: Chief of Department

Title: Commissioner

Date:

Date:

NICHOLS FIRE DISTRICT

NICHOLS FIRE DISTRICT

Signature:

Signature:

Name:

Name:

Title: Chief of Department

Title: Commissioner

Date:

Date:

TOWN OF WESTON

THE WESTON VOLUNTEER FIRE DEPARTMENT,
INCORPORATED

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF WESTPORT

WESTPORT FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF WILTON

WILTON FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

{End of signature pages. The next page is Schedule A.}

SCHEDULE A
NOTICE ADDRESSES

City of Bridgeport

45 Lyon Terrace
Bridgeport, CT 06604
Attention: Mayor

Town of Darien

2 Renshaw Road
Darien, CT 06820
Attention: First Selectman

Town of Easton

225 Center Road
Easton, CT 06612
Attention: First Selectman

Town of Fairfield

611 Old Post Road
Fairfield, CT 06824
Attention: First Selectman

Town of Greenwich

101 Field Point Road
Greenwich, CT 06830
Attention: First Selectman

Town of Monroe

7 Fan Hill Road
Monroe, CT 06468
Attention: First Selectman

Town of New Canaan

77 Main Street
New Canaan, CT 06840
Attention: First Selectman

City of Norwalk

125 East Avenue
Norwalk, CT 06856
Attention: Mayor

City of Stamford

888 Washington Boulevard
Stamford, CT 06901
Attention: Mayor

Town of Stratford

2725 Main Street
Stratford, CT 06615
Attention: Mayor

Town of Trumbull

5866 Main Street
Trumbull, CT 06611
Attention: First Selectman

Town of Weston

56 Norfield Road
Weston, CT 06883
Attention: First Selectman

Town of Westport

110 Myrtle Avenue
Westport, CT 06880
Attention: First Selectman

Town of Wilton

238 Danbury Road
Wilton, CT 06897
Attention: First Selectman



BERCHEM MOSES.COM

DOUGLAS E. LOMONTE, ESQ.
BERCHEM MOSES P.C.
1221 POST ROAD EAST, SUITE 301
WESTPORT, CT 06880
Tel: (203) 571-1714
dlomonte@berchemmoses.com

June 16, 2023

Honorable Joseph Ganim
Mayor
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

Dear Mayor Ganim:

In 1999, the City of Bridgeport adopted an interlocal agreement for Hazardous Materials Response Mutual Aid (the "1999 Agreement"). Under the 1999 Agreement, the Chiefs of the participating Fire Departments (the "Fire Chiefs") created a group known as the Fairfield County Hazardous Incident Response Team ("FCHIRT"). At the request of the Fire Chiefs, I am submitting for your consideration an Amended and Restated Interlocal Agreement ("Amendment and Restatement").

The principal deficiency in the 1999 Agreement identified by the Fire Chiefs is that the 1999 Agreement provides no legal entity structure for FCHIRT. Lack of legal entity structure means that FCHIRT is unable to obtain a federal employer identification number (EIN), open a bank account, accept donations, apply for grants and enter into mutual aid agreements with non-municipal entities, such as airports and industrial concerns. FCHIRT has carried on to date by using the EIN of the Town of Westport and keeping its funds in a bank account in the name of the Town of Westport.

The Amendment and Restatement addresses the deficiency in the 1999 Agreement by authorizing the incorporation of FCHIRT as a non-stock corporation and application to the IRS for recognition as a tax exempt organization under Section 501(c). Each of the fourteen participating municipalities will be a member of FCHIRT and have one seat on FCHIRT's board of directors. FCHIRT's board of directors will consist of the Fire Chiefs. If a town has more than one volunteer fire department, then the chiefs of the volunteer fire departments will serve on the board of directors on a rotating basis.

The Fire Chiefs gave careful consideration to the issues of insurance and employee benefits. The Amendment and Restatement makes it clear that the status quo with respect to

Page 2 of 2

ownership of equipment and employment of personnel will continue. Specifically, FCHIRT will not own any operational equipment and will have no employees. All operational equipment will continue to be titled and insured by the municipality in which it is housed. All personnel will continue to be compensated and insured by the municipalities or departments that employ them or for which they volunteer.

The initiative to amend and restate the 1999 Agreement comes without cost to the Bridgeport Fire Department. Legal and accounting fees associated with this initiative will be covered by FCHIRT from existing funds.

The Amendment and Restatement is intended to apply only to incidents at which the assistance of the specially trained personnel or equipment on FCHIRT's roster are required (i. e., HAZMAT spills, natural disaster response and other regional emergencies requiring specialized field communications). The Amendment and Restatement is not intended to affect any existing mutual aid agreements between Bridgeport and its neighboring municipalities.

Statutory authority for the Amendment and Restatement is derived from CGS Sections 7-339a through 7-339l, sometimes referred to as the *interlocal agreement statutes*. CGS Section 7-339c provides for approval of interlocal agreements by the "legislative body" of a municipality. I respectfully request that you submit the Amendment and Restatement to the Trumbull Center Fire District for approval.

If you have any comments or questions about the 1999 Agreement or the Amendment and Restatement, please contact me.

Sincerely,

Douglas E. LoMonte

enclosure



MEMO

TO: COMMON COUNCIL, PUBLIC SAFETY & GENERAL GOVERNMENT COMMITTEE

FROM: DEPUTY CHIEF JOSEPH COPPOLA

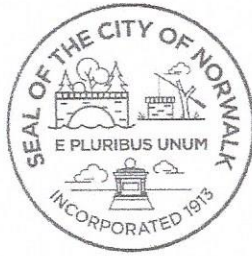
RE: COMMON COUNCIL AUTHORIZATIONS

DATE: OCTOBER 14, 2024

1. Authorize Mayor Harry W. Rilling to sign a 4-year agreement for the iNet Exchange Program with Industrial Scientific Corporation for replacement of gas detection equipment (meters) for all apparatus citywide. The subscription program will allow us to own the equipment once the 48-month term has concluded. We will be billed monthly in the amount of \$793.95 by Industrial Scientific Corporation for a total 4-year term cost not to exceed \$38,109.60 from Account # 0131-20-5262.

Background:

The Fire Department is replacing our aging 4-gas detection equipment that is used for all incidents dealing with gas odors and carbon monoxide alarm investigations as well as initial response to hazardous materials incidents. Part of this program is also the replacement of Hydrogen Cyanide meters which are used after structure fires are extinguished and entering the overhaul phase to ensure that the atmosphere is clear of this highly toxic and carcinogenic by-product of combustion for suppression personnel as well as investigative personnel. This program is unique in that the meters are consistently monitored for potential problems through the use of calibration and charging stations that are able to communicate with the technical support group at Industrial Scientific to deal with any immediate issues as well as hit off possible issues before they become larger problems. The new technology will also provide compatibility with surrounding agencies as well as The Fairfield County Hazardous Materials Response Team.



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 9/5/2024

DEPARTMENT: Fire

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☒	1	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
☐	5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	6	Other, please explain:

TOTAL COST: \$38,109.60 MUNIS Account: 01-301-031-31200-0-5262

VENDOR: Industrial Scientific

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Sharon Conners Purchasing Agent Name Date: 2024.10.04 16:02:04 -04'00'	☒	Supports	<i>Gino Gatto</i>
	☐	Does Not Support	Department Head Name
	☒	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Gino Gatto Date 9/9/2024

JUSTIFICATION:

Sole source letter attached.

IT approval attached.

This is a subscription service for gas meters called iNet. It is a program that will allow us to own the hardware once the 48 month term is over. We will be billed monthly (\$793.95) by Industrial Scientific for the equipment for a total cost of \$38,109.60.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): N/A

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

CUSTOMERNorwalk Fire Department:
Joseph Coppola:
(203) 854-0200:
jcoppola@norwalkct.gov:
121 Connecticut Ave
norwalk, ct 06854Case #: 20240605-4570000
Date: July 16, 2024
Delivery: 6 Weeks ARO
Expiration: 60 days
iNet Account #:**ISC CONTACT**Name: Jon McKenzie
Title: Deal Desk Representative
Phone: (412) 395-8124
Email: jmckenzie@indsci.com

Payment Terms: Net 30 days

iNet® Exchange Order Form
Customer Owned Equipment

Customer will own like equipment and quantities of equipment below at end of agreement.
Customer will purchase all equipment up front for the duration of the agreement and will be charged monthly for iNet service to cover equipment. Please reference purchase quote case 20240529-4559033 when processing this iNet Launch

**Please ship only, calibration gas and filters.*

iNet Equipment		
Qty	Part Number	Description
4	VP5-LJB32110111	Ventis Pro5 Personal Gas Monitor, LEL (Methane), CO/H2S, HCN, O2, Li-ion Extended Run Time Battery, Desktop Charger, Pump, Black, UL/CSA, LENS Wireless, English
5	VTS-L1232111101	Ventis MX4, LEL (CH4), CO, H2S, O2, Li-ion Ext Range, Desktop Charger, Pump, Orange, UL/CSA, English
3	18109327-131	DSXi Cloud-Connected Docking Station for Ventis, 3 Inlet Ports, North American Power Cord
4	18109244	Regulator, Demand Flow iGas, 250 PSI Pressure Switch, CGA-C10 for 58L, 103L, 116L Cylinders
Calibration Gas – AutoReplenish Plus™ Program includes calibration gas for the term of the iNet Program.		
3	18109158	Cylinder, Calibration Gas, 25 ppm Hydrogen Sulfide, 100 ppm Carbon Monoxide, 2.5% Methane (50% LEL), 18% Oxygen, Aluminum, 116L
1	18109085	Cylinder, Calibration Gas, 10 ppm Hydrogen Cyanide, Aluminum, 116L
Consumable Items – Initial Supply of items below only. Replacement consumable items must be purchased by customer.		
45	17058157	Internal Dust Filter/Water Stop for Aspirated Monitors

Training		
Qty	Part Number	Description
1	18000151	Day of On-Site Technician Services / Docking Station Commissioning

PROGRAM INITIAL TERM (months)	48
CURRENCY	USD
TRADE-IN ALLOWANCE APPLIED	\$2,000.00
MONTHLY USAGE FEE	\$793.95
48 MONTH TOTAL USAGE FEE	\$38,109.60

CUSTOMERNorwalk Fire Department:
Joseph Coppola:
(203) 854-0200:
jcoppola@norwalkct.gov:
121 Connecticut Ave
norwalk, ct 06854Case #: 20240605-4570000
Date: July 16, 2024
Delivery: 6 Weeks ARO
Expiration: 60 days
iNet Account #:**ISC CONTACT**Name: Jon McKenzie
Title: Deal Desk Representative
Phone: (412) 395-8124
Email: jmckenzie@indsci.com

Payment Terms: Net 30 days

**iNet® Exchange Order Form
Customer Owned Equipment**

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Customer will purchase all equipment up front for the duration of the agreement and will be charged monthly for iNet service to cover equipment. Please reference purchase quote case 20240529-4559033 when processing this iNet Launch

**Please ship only, calibration gas and filters.*

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Qty	Part Number	Description
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5	VTS-L1232111101	Ventis MX4, LEL (CH4), CO, H2S, O2, Li-ion Ext Range, Desktop Charger, Pump, Orange, UL/CSA, English
3	18109327-131	DSXi Cloud-Connected Docking Station for Ventis, 3 Inlet Ports, North American Power Cord
4	18109244	Regulator, Demand Flow iGas, 250 PSI Pressure Switch, CGA-C10 for 58L, 103L, 116L Cylinders
Calibration Gas – AutoReplenish Plus™ Program includes calibration gas for the term of the iNet Program.		
3	18109158	Cylinder, Calibration Gas, 25 ppm Hydrogen Sulfide, 100 ppm Carbon Monoxide, 2.5% Methane (50% LEL), 18% Oxygen, Aluminum, 116L
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PROGRAM INITIAL TERM (months)	48
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TRADE-IN ALLOWANCE APPLIED	\$2,000.00
MONTHLY USAGE FEE	\$793.95
48 MONTH TOTAL USAGE FEE	\$38,109.60

- Prices valid for sixty (60) days from the Date above.
- **Customer-Owned Equipment:** Customer has or will purchase the equipment listed above prior to the start of the Program. Customer will own that equipment or like equipment (with different serial numbers) at the end of the Term. Monthly Usage Fees cover: (a) repair and replacement of the Customer-owned hardware listed above, replacement parts, labor, shipping and handling, training, and access to the iNet® Control SaaS platform and (b) Self installation.
- Monthly Usage Fee includes AutoReplenish Plus calibration gas for the duration of the Term.
- Monthly Usage Fee is for 48 months—early termination fees apply.

CUSTOMER

DSXi cloud-connected docking stations ("Docks") require Internet access to upload data using the connection provided by Customer. By default, Docks will utilize dynamic host configuration protocol ("DHCP") from Customer's network, if available. If Customer requires pre-defined static IP addresses for Docks, Customer must alert ISC at the time of order and provide the required IP information.

Static IP Required: ☐ Yes Provide the IP information on the form located at [2023.08.22 piaf.pdf \(indsci.com\)](#).

Customer PO#: _____
(Please provide a copy of your PO, along with any tax-exempt information)

Equipment is typically delivered within thirty (30) of signature. If you would like ISC to consider an earlier delivery, please provide your requested date here: _____

Customer accepts the Order terms above and the Program Terms of Use available at <https://www.indsci.com/hubfs/PTOU.pdf>, intending to be legally bound:

Sign
Here



Authorized Customer Signature

Title

Date

ISC

Agreed and Accepted by Industrial Scientific Corporation (ISC):

Authorized ISC Signature

Title

Date

No contract will be formed until this Order is countersigned by ISC. This Order will automatically expire and be void if it is not executed by Customer and received by ISC prior to the Expiration Date; provided, however, that ISC may elect to accept such Order, in its sole discretion, after such Expiration Date by countersignature.

For completion by ISC:

Initial Subscription Term:

Start Date: _____

End Date: _____

LOCATION BREAKDOWN**Location 1:**

Site Name: _____
 Ship To Address: _____

 City: _____
 State: _____ Postal/Zip Code: _____

Location Contact Information: _____
 Phone: _____
 Email: _____

iNet Equipment		
Qty	Part Number	Description
4	VP5-IJB32110111	Ventis Pro5 Personal Gas Monitor, LEL (Methane), CO/H2S, HCN, O2, Li-ion Extended Run Time Battery, Desktop Charger, Pump, Black, UL/CSA, LENS Wireless, English
5	VTS-I.1232111101	Ventis MX4, LEL (CH4), CO, H2S, O2, Li-ion Ext Range, Desktop Charger, Pump, Orange, UL/CSA, English
3	18109327-131	DSXi Cloud-Connected Docking Station for Ventis, 3 Inlet Ports, North American Power Cord
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Training		
Qty	Part Number	Description
1	18000151	Day of On-Site Technician Services / Docking Station Commissioning

Industrial Scientific Corporation

1 Life Way
Pittsburgh, PA 15205-7500, USA
Phone: 412-788-4353
1-800-DETECTS (338-3287)
Fax: 412-788-8353
www.indsci.com

7/27/2024

Norwalk Fire Department
Joseph Coppola
121 Connecticut Ave
Norwalk, CT 06854
US

Dear Joseph Coppola

RE: **iNet Instrument Network™**

This letter serves to confirm that Industrial Scientific Corporation is the sole source provider of the proprietary **iNet® Instrument Network**.

Industrial Scientific remotely monitors the condition of your Industrial Scientific instrument fleet and automatically handles any necessary service requirements based on the Exchange plan that you have selected. In addition, the program also includes iNet® Control which provides visibility into your gas detection program via the web. By logging onto a secure website, you can review equipment usage, maintenance, and alarm events. iNet Control tells you when your gas detectors were last calibrated, whether a sensor is about to fail, and which gas detectors went into alarm that day. You can use detailed views to identify the source of potential problems, take action, and save lives.

Additional features of iNet include:

- **LENS™ Wireless:** LENS peer-to-peer monitoring allows personal monitors and area monitors to share gas readings and alarms with one another. When a gas hazard, man-down, or panic situation causes an instrument to alarm, all peers in the connected group will instantly be notified of the hazard and the person in danger.
- **iNet® Now:** iNet Now is live monitoring software that provides real-time text and email alerts for gas hazards, panic, and man-down situations allowing you to see and respond to incidents as they happen. A map helps you to identify the location of workers and instruments. With iNet Now, you can have confidence that workers are visible even when you're miles away.
- **Auto Replenishment Plus:** Our Auto Replenishment Plus program provides iNet® Exchange customers with the option to have the cost of calibration gas included in the monthly price of their iNet contract. Having calibration gas included in your iNet contract allows the monthly price to reflect the true total cost of ownership of the equipment, making iNet a complete one-stop shop for gas detection.

There is no other comparable all-inclusive gas detection program like iNet in existence today.

Please contact us if we can be of further assistance.

Sincerely yours,

Cheryl McCalmon
Account Executive – Northeast and Mid-Atlantic
412-779-7220
cmccalmon@indsci.com

Case: 20240605-4570000

City of Norwalk Vendor Questionnaire

IT Information Security

Rev 8.4.22

1. **Third-Party Contact Information (please provide the POC for follow-up questions to this questionnaire):**
Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

Industrial Scientific, 1 Life Way, Pittsburgh, PA 15205
Information Security, Mike Conley, (412) 490-1979, mconley@indsci.com

2. **Description of Services/Products:** Please provide a detailed description of services/products your organization aims to provide to the City?

Industrial Scientific provides lifesaving hardware, hardware-enabled software and services that improve the safety outcomes of industrial workers in hazardous working environments and for the communities where they operate. Primarily, for the city, this will be air-quality monitors for gas detection and a cloud-based software-as-a-service application known as iNet Control that will provide asset management & alerting.

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, or will your organization need access to the City's systems, equipment and network? (Yes or No, If Yes, please explain)

YES ☒ NO ☐

We provide equipment. The docking station equipment for the gas monitors will need an ethernet port and an outbound only port 443 connection to <https://inetupload.indsci.com> to transfer data to iNet Control.

4. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)

a. What data is needed to provide the services/products to the City?

Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.

YES ☒ NO ☐

Name and email address of the safety and industrial hygiene professionals are commonly stored in iNet Control for authentication and audit purposes.

If your answers to Questions 3 and 4 are BOTH “NO”, thank you for completing the IT Information Security Questionnaire.

If one or both questions are “YES”, please complete the remaining questions.

5. **Office Locations:** How many office locations does your organization have? *Please include the locations of your organization.*

We have 13 office locations and these are always available at the Contact page of our website at <https://www.indsci.com>.

6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? *Please include the locations of the data centers utilized by your organization.*

The primary data center is Amazon Web Services, Ashburn, Virginia, USA. The disaster recovery data center is Amazon Web Services, Boardman, Oregon, USA.

7. **Business Entity:** What is your business entity type?

**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

8. **How many employees and contingent workers do you have in your organization?**

1-10 ☐ 10-50 ☐ 50-100 ☐ 100-500 ☒ 500-1000 ☐ 1000 or more ☐

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City?

YES ☐ NO ☒

Offsite

10. **Access to Data:** How is your organization accessing City data?

**Example: Is the data supposed to be sent to your organization via email or will the data need to be uploaded to an application?*

**Note: For third-parties that are providing an application to perform the services, please specify whether the application will be an internally hosted solution, cloud-based solution (i.e. SaaS, IaaS, PaaS), or a traditional web-based application (i.e. eBay, WebEx, online banking application)*

Data generated by the gas-monitors will be collected in iNet Control. The Industrial Scientific employees who have access to this data for support purposes are in our customer service team (about 50 people) and the site-reliability engineers for maintaining the cloud infrastructure (about 5 people).

11. **Data Storage:** Does your organization outsource data storage or does your organization utilize its own databases to store data? Does your organization store data outside of the United States?

YES ☐ NO ☒

Data is stored in Amazon Web Services in RDS database. Encryption (AES-256) is controlled by Industrial Scientific, so Amazon Web Services does not have access.

12. **Segregation of Data:** Does your organization's database structure allow segregation of sensitive client data?

YES ☒ NO ☐

While sensitive client data is not gathered, data is logically segmented and enforced by the application for this multi-tenant SaaS application.

13. **Independent Attestations:** Does your organization have independent attestations such as (i.e. ISO 27001, SSAE-18 SOC-1, SOC-2, PCI-DSS, ISO 9001)?

Yes, SOC-2 and ISO 9001. Our policies are also ISO 27001 based.

14. Information Security

- a. Does your organization have written information security policies and procedures (WISP)?

YES ☒ NO ☐

- b. How often are the information security policies and procedures reviewed and updated?

Annually reviewed and updated as recorded in the SOC 2.

- c. Who in the organization is responsible for reviewing and updating the information security policies and procedures?

Primarily the Information Security team, while other organizations have a part in reviewing and approving also.

- d. Does your organization have privacy policies and procedures?

YES ☒ NO ☐

Yes, please find our external privacy policy listed on our website at <https://www.indsci.com>.

- e. How often are the privacy policies and procedures updated?

Annually reviewed and updated as recorded in the SOC 2.

- f. Who in the organization is responsible for reviewing and updating the privacy policies and procedures?

Primarily the Legal team (data privacy officer), while other organizations have a part in reviewing and approving also, such as Information Security.

- g. What methods of encryption are utilized for data at rest and in transit?

Data at rest is encrypted with AES-256. Data in transit uses the TLS 1.2 protocol.

h. Are the encryption methods utilized FIPS 140-2 approved?

YES ☒ NO ☐

Yes

i. Does your organization utilize firewalls to filter incoming data and information from the internet into your company network?

YES ☒ NO ☐

Yes, we utilize firewalls from Palo Alto Networks, Amazon Web Services WAF, and Zscaler.

j. Does your organization perform penetration testing at least once per year to determine if unauthorized access to the computer network and malicious activity is possible externally?

YES ☒ NO ☐

Yes, as recorded in the SOC 2.

k. Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network?

YES ☒ NO ☐

Yes, as recorded in the SOC 2.

l. Does your organization perform background checks on employees and contingent workers prior to onboarding them? Describe the nature of these background checks (i.e., criminal, credit, international, etc.).

YES ☒ NO ☐

Criminal and credit checks.

m. Does your organization utilize multi-factor authentication?

YES ☒ NO ☐

Both product and employee networks use multi-factor authentication as standard.

n. Does your organization utilize scan cards or biometric scans to grant employees and contingent workers access to the building and data centers where data is stored?

YES ☒ NO ☐

Data is not stored on our premises, but these controls are performed for Amazon Web Services. We do use scan cards for our corporate offices as well, however.

o. If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product?

YES ☒ NO ☐

Yes, we use a SDLC/Agile and model the security aspects of it from the Microsoft Security Lifecycle.

p. Does the technological product undergo information security testing and quality assurance testing prior to deployment?

YES ☒ NO ☐

Yes, we have tools such as Veracode and SNYK embedded in the code pipeline to address vulnerabilities prior to release.

q. Does the Vendor provide annual Cybersecurity Awareness training to their employee?

YES ☒ NO ☐

Yes, Cybersecurity Awareness training is provided on a bi-monthly basis.

r. Does the Vendor provide annual phishing simulations for their employee?

YES ☒ NO ☐

Yes, monthly phishing simulations are provided for employees.

s. Have users been educated on how to report suspected security violations or vulnerabilities?

YES ☒ NO ☐

Yes, monthly contacts are made on this subject.

t. Does the Vendor have an employee identified as the Chief Information Security Officer?

YES ☒ NO ☐

Yes, a CISO is in place since 2015.

u. Are all the Vendor laptops encrypted?

YES ☒ NO ☐

Yes, this is a security control that is enforced.

v. Are all Vendor computers (workstations, notebooks) required to join the Company's domain and receive Group Policies?

YES ☒ NO ☐

Yes, this is a security control that is enforced.

w. Does the Vendor meet the NIST 800-63 password guidelines?

YES ☒ NO ☐

Yes. We do include complexity and perform password changes on a regular basis due to customer contractual requirements.

15. Risk Management

- a. Does your organization have an enterprise risk management framework implemented at your organization?
YES ☒ NO ☐

Yes, we track risks and eliminate or mitigate these with our risk management framework.

- b. Does your organization have documented enterprise risk management policies and procedures?
YES ☒ NO ☐

Yes, this is linked with the Legal organization that facilitates the program across the company.

- c. Who in the organization is responsible for reviewing the enterprise risk management policies and procedures?

The Legal organization.

- d. Does your organization utilize an outside third-party to provide services/products to the client?
YES ☒ NO ☐

Amazon Web Services for hosting. More details are available in the SOC 2.

- e. Does your organization have a third-party risk management program (TPRM)?
YES ☒ NO ☐

Yes, we manage software and cloud services vendors regularly and have processes in place for intake and review.

f. Does your organization include right-to audit clauses in contracts with third parties?

YES ☐ NO ☒

Not across the board. We review SOC 2 reports (i.e., Amazon Web Services). We do not have many third party relationships associated with this solution.

g. Does your organization have a certificate of insurance (COI)? *Please attach a copy of your COI.*

YES ☒ NO ☐

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☒ NO ☐

We have a business impact assessment and risk analysis for most areas of the organization. We have a Sr. Manager of Business Continuity & Resilience staffed on the Information Security Team.

b. How often is the business continuity plan updated?

The plan is updated with changes that occur to the people, processes, and technology within the organization.

c. Does your organization conduct business continuity tests once per year?

YES ☒ NO ☐

We conduct communication tests with our Alert Media notification tool.

d. Does your organization have a disaster recovery plan?

YES ☒ NO ☐

--

e. How often is the disaster recovery plan updated?

On an annual basis after lessons learned or changes to the people, processes, and technology within the organization.

f. Does your organization conduct disaster recovery tests once per year?

YES ☒ NO ☐

--

g. Does your organization have business continuity and/or disaster recovery sites?

YES ☒ NO ☐

--

h. Are the business continuity/disaster recovery sites located in the United States or outside the United States? *Please include the locations of business continuity/disaster recovery sites?*

YES ☒ NO ☐

--

IT Ticket#:33964 Updated - Request IT Questionnaire Review for INet

City of Norwalk <noreply@norwalkct.gov>

Tue 9/3/2024 2:42 PM

To:Coppola, Joseph <JCoppola@norwalkct.gov>

---Automated Email, Do not reply---

IT Ticket#:33964 has been updated.

Support Notes:

Joe,

We have finished the review back in 8/19. The answers provided by Industrial Scientific on this IT Questionnaire form indicate that the vendor maintains a cybersecurity posture that satisfies the City of Norwalk's risk appetite.

Joyce

- Click the ticket ID for additional comment/ request:

View Ticket

- Subject: Request IT Questionnaire Review for INet
- Assign to: Anthony
- Status: Closed
- Message:

CAUTION: EXTERNAL Email: Don't open links or attachments from untrusted senders Dear Help Desk, Please review the attached IT Questionnaire response from INet. Project Description: Air quality monitors for gas detection Primary Vendor Contact : Mike Conley Primary Contact Email : Mconley@indsci.com Thanks for your help, jcoppola@norwalkct.gov Needed to be completed by 2024-08-21 If you want to unsubscribe from these emails, please use this form [https://aka.ms/flow-mail].

Thanks!

IT Department

You may update, view additional information or check the status about the ticket through our [IT Help Desk](#) website

MEMO



To: Common Council, Public Safety and General Government Committee

From: Assistant Chief Edward McCabe

RE: Common Council Authorizations

DATE: October 16, 2024

1. Authorize the Mayor Harry W. Rilling, to execute a contract with Delta Level Defense for a total not to exceed \$26,684.22 for the purchase of 19 sets of tactical body armor. (Munis Acct. 0133120-5341)

Background:

The Fire Department is in the process of a mandated upgrade of its firefighter's tactical body armor. This armor is worn when working with NPD at any active threat response. The replacement has been split over two years, with this purchase rounding out the second of two orders. This will complete the upgrade and provide necessary protection to all fire companies in the city.

MEMO



To: Common Council, Public Safety and General Government Committee

From: Assistant Chief Edward McCabe

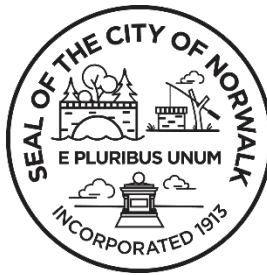
RE: Common Council Authorizations

DATE: October 16, 2024

1. Authorize the Mayor, Harry W. Rilling, to execute a contract with MES Shipman's Fire Equipment for a total not to exceed \$279,591.25 for new Fire Department SCBA air bottles, compliant with the latest NFPA standard. (Munis Acct. 0131205269)

Background:

The Fire Department is in the process of a mandated upgrade of its firefighter's airpacks. This upgrade will put the Department in compliance with NFPA 1981, Revision 2024 for Self-Contained Breathing Apparatus. Each SCBA consists of four main components: The air bottle, harness, regulator, and facepiece. This purchase of the air bottles, with the allotted ARPA funds, will eliminate the need to make it a capital request for 2025-2026.



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: _____

DEPARTMENT: _____

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

1	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
6	Other, please explain:

TOTAL COST: _____ MUNIS Account: _____

VENDOR: _____

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
	X	Supports	
Purchasing Agent Name		Does Not Support	Department Head Name
		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	
Date			Date

JUSTIFICATION:

PA Comments: . The difference between the ARPA amount and the Gengras quote is the money NFD will spend to outfit the vehicles with emergency lights, sirens, department radios, etc.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com

Quote Number: **241101006****STATE CONTRACT NO: 19PSX0161**

Make	MY	Model	Contract Price
Ford	2025	ST Line - 4WD 300A (K8K)	\$ 43,500.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

	Option Code	Description	List Price
1	D4	Rapid Red Metallic	\$ 495.00
2	EW	Leather Seating w Perforated Insert - Onyx	\$ -
3	300A	Equipment package	\$ -
4	99H	2.3L EcoBoost® I-4 has Auto Start-Stop Technology	\$ -
5	44T	Ten speed Automatic Trans	\$ -
6	STD	Spare Key (1)	\$ -
7	17H	Second Row Captains Chairs	\$ -
8			\$ -
9			\$ -
10			\$ -
11			\$ -
12			\$ -
13			\$ -
14			\$ -
15			\$ -
16			\$ -
17			\$ -
18			\$ -
19			\$ -
20			\$ -
Total Options per Contract Price (list price)			\$ 495.00
Total Factory Options Discount (6%)			\$ (29.70)
Total Options per Contract Price (net price)			\$ 465.30

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com

Quote Number: **241101006**

Aftermarket Accessories					
	Vendor / Manufacturer	Hours	Description	List Price	
1		0.0		\$ -	
2		0.0		\$ -	
3		0.0		\$ -	
4		0.0		\$ -	
5		0.0		\$ -	
6		0.0		\$ -	
7		0.0		\$ -	
8		0.0		\$ -	
Total Hours		0.0			
Total Aftermarket Options (list price)				\$ -	
Total Aftermarket Options Discount (5%)				\$ -	
Total Hours x \$110 / hour rate				\$ -	
Total Net Aftermarket Options plus Total Labor				\$ -	
Trade Allowance					
Year	Make	VIN	Description / Mileage	Allowance	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
Total Trade in Allowance				\$ -	
Comments:			Additional fees / Charges		
Factory order			State of CT Trade in Assessment (Note: Fee is payable to State of CT):	\$ -	
			Dealer Conveyance Fee (\$799.00)	\$ -	
			Registration Fee (estimated, actual cost will appear on your final invoice)	\$ -	
			Purchase from retail stock - charge		
Customer:	City of Norwalk	Total Additional Fees			\$ -
FIN Code:	QQ243	Total (per unit)			\$ 43,965.30
VIN:		Grand Total (all)			\$ 87,930.60
Quantity	2				

MEMO



To: Common Council

From: Assistant Chief Edward McCabe

RE: Common Council Authorizations

DATE: November 4, 2024

1. Authorize the Mayor Harry W. Rilling, to execute a contract with Gengras Ford for a total not to exceed \$154,230.00 for the purchase of two Ford Explorer staff vehicles. This project is funded through ARPA funds as approved at the August 13, 2024 Common Council Meeting. (Acct. 133110-5796-AFN03)

Background:

These vehicles will replace 2007 and 2008 Ford Explorers, which will be retired from the fleet, no longer being suitable for daily use or emergency response.

Memo

To: Common Council and Public Safety and General Government Committee
From: Deputy Chief Melissa Lepore
CC:
Re: Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant Acceptance Authorization
Date: October 17, 2024

The Connecticut Department of Transportation (CTDOT) Highway Safety Office, has approved the application submitted by the City of Norwalk Police Department for funding under the Drug Recognition Enforcement (DRE) Instructor Grant project. The grant award is approved for \$44,659.38. The funding start date is October 09, 2024 and the funding end date is September 30, 2025.

The Norwalk Police Department proposed funding to combat the large increase in the number of drivers using marijuana or other illegal drugs. Between 2018 and 2022 over 50% of drivers involved in fatal crashes tested positive for drugs. The Connecticut's 2025 Highway Safety Plan calls for high visibility enforcement of impaired driving laws, public information, and education on the risks, dangers, and consequences of driving while impaired. This plan also calls for the training of law enforcement officers in the latest methods of drug evaluation and classification and to certify law enforcement officers as Drug Recognition Experts (DRE's).

The DRE Instructor Grant will provide training to law enforcement officers in recognizing the signs of impaired drivers under the influence of illegal or legal drugs or medications by providing statewide coordination of standard field sobriety testing and advanced roadside impaired driving enforcement (ARIDE). The grant will also be utilized for training to facilitate convictions in court proceedings of various types of impaired driving cases, beyond alcohol impairment.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under the Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant.
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Connecticut Department of Transportation Highway Safety Office, Drug Recognition Enforcement Instructor Grant.

**CONNECTICUT DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY OFFICE**



GRANT APPROVAL CONFIRMATION

DELIVERED BY EMAIL TO: Harry Rilling

APPROVED PROJECT PERIOD:	October 09, 2024 - September 30, 2025
STATE PROJECT NUMBER:	0205-0724-2-AO
PROJECT NAME:	DRE Instructor Grant Reimbursement
GOVERNMENTAL UNIT:	City of Norwalk
APPLICANT:	Norwalk Police Department
FEDERAL FUNDS:	\$44,659.38
STRAIGHT TIME FRINGE RATE PERCENTAGE:	1.45%
OVER TIME FRINGE RATE PERCENTAGE:	1.45%
CFDA:	20.607

The Department of Transportation would like to notify you of the approval of the Norwalk Police Department's Highway Safety project application entitled DRE Instructor Grant Reimbursement effective October 09, 2024 - September 30, 2025.

Federal funds in the amount of \$44,659.38 are allocated to this project in accordance with the approved 2025 Fiscal Year Connecticut Highway Safety Plan. The total project cost may not exceed this amount for the approved project period.

All grants greater than or equal to \$30,000.00 are subject to FFATA (Federal Funding Accountability and Transparency Act) sub-award reporting requirements. For more information go to <https://www.fsrs.gov/#a-faqs>.

All costs incurred under this project must be in full compliance with both federal and State regulations, policies and procedures that govern the use of highway safety funds. Costs are subject to review by both Internal and External Auditors.

Please note that deviations from the specifics of the approved budget must be reviewed and approved by the Highway Safety Office prior to their implementation in order for related costs to be eligible for reimbursement.

The NONENF-APP reimbursement package will be sent to your agency point of contact. All final claims against this project, together with all supporting financial documentation, must be submitted to the Highway Safety Office no later than thirty (30) days after the project period ending date.

If you have any additional questions or concerns regarding this program, please contact me at Joseph.Cristalli@ct.gov or 860-594-2412.

cc'd by email to: clam@norwalkct.gov
cwasilewski@norwalkct.gov

Joseph T. Cristalli, Jr.
Transportation Assistant Planning Director

Application Signatures

Subgrantee Signatures

Authorizing Official

* **Name:** *Rita Nigri*
* **Title:** *Grant Administrator*

* **Signature:** *Rita Nigri*
Signature Date: *10/08/2024*

Financial Officer

* **Name:** *Chitsamay Lam*
* **Title:** *Comptroller*

* **Signature:** *Chitsamay lam*
Signature Date: *10/04/2024*

Project Director

* **Name:** *Christopher Wasilewski*
* **Title:** *Officer*

* **Signature:** *Christopher Wasilewski*
Signature Date: *09/30/2024*

CTHSO Signatures

Program Manager

* **Name:** *Robert Klin*
* **Title:** *Program Manager*

* **Signature:** *Robert Klin*
Signature Date: *10/09/2024*

Supervisor

* **Name:** *Phyllis DiFiore*
* **Title:** *Transportation Supervising Planner*

* **Signature:** *Phyllis DiFiore*
Signature Date: *10/09/2024*

Fiscal

* **Name:** *Anila Hafeez*
* **Title:** *Associate Accountant*

* **Signature:** *Anila Hafeez*
Signature Date: *10/09/2024*

Program Coordinator

* **Name:** *Joseph Cristalli*
* **Title:** *Transportation Assistant Planning Director*

* **Signature:** *Joseph Cristalli*
Signature Date: *10/09/2024*

Governor's Representative

* **Name:** *Garrett Eucalitto*
* **Title:** *HSO Governor's Representative*

* **Signature:** *Garrett Eucalitto*
Signature Date: *10/09/2024*

Application General Information Form

ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.

Applicable Organizations: * Option 1
Option 2
Project Title: * DRE Instructor Grant Reimbursement
Governmental Unit/Agency: * City of Norwalk

Check here if the remittance address is different than the Applicant/Organization address.

Governmental Unit/Agency Information

Governmental Unit/Agency: City of Norwalk

Address *
125 East Avenue

City *
Norwalk

State *
Connecticut

Zip *
06851

FEIN

UEI Number

Applicant Information

Applicant Name: Norwalk Police Department

Address *
1 Monroe Street

City *
Norwalk

State *
Connecticut

Zip *
06854

E-mail *
dorr@norwalkct.gov

Phone *
(203) 854-3007

Fax

FEIN *
06-6011881

UEI Number *
V7ZTXNBNKJM9

Project Director Information

Designated Project Director for this grant: *Christopher Wasilewski **

First Name *

Christopher

Last Name *

Wasilewski

Title *

Officer

Email *

cwasilewski@norwalkct.gov

Phone *

(203) 854-3035

Financial Officer Information

Designated Financial Officer for this grant: *Chitsamay Lam **

First Name *

Chitsamay

Last Name *

Lam

Title *

Comptroller

Email *

clam@norwalkct.gov

Phone *

(203) 854-7711

Authorizing Official Information

Designated Authorizing Official for this grant: *Harry Rilling **

First Name *

Harry

Last Name *

Rilling

Title *

Mayor

Email *

hrilling@norwalkct.gov

Phone *

(203) 854-7701

Problem ID

Applicant: Norwalk Police Department
Project Title: DRE Instructor Grant Reimbursement

Describe in detail the specific problem to be corrected or impacted.

Indicate the reason your current program or activity is not adequate and explain past efforts to resolve the problem.

Provide supporting data, facts, or statistics that will substantiate the need for requested project.

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

Alcohol and drug impaired driving is a major contributing factor in traffic crashes, injuries, and fatalities on Connecticut's roadways. NHTSA data for Connecticut indicates that 127 of Connecticut's 359 fatalities (35%) in 2022 were alcohol-impaired driving fatalities. Additionally, crashes related to drugged driving have become more prevalent in recent years. Connecticut studies have found a large increase in the number of drivers using marijuana or other illegal drugs. Over the 2018-2022 period, about 53.4% of drivers involved in fatal crashes tested positive for drugs, with rates fluctuating from year to year. The impaired driving problem identification section of Connecticut's 2025 Highway Safety Plan calls for high visibility enforcement of the impaired driving laws, public information, and education on the risks, dangers, and consequences of driving while impaired, prosecution of first time and repeat offenders and the passage of strong legislation. Networking, monitoring, and evaluation are also addressed in the plan. The successful implementation of the impaired driving enforcement plan is a vital component to the overall highway safety program in Connecticut

Connecticut's 2025 Highway Safety Plan also calls for the training of law enforcement officials in the latest methods of drug evaluation and classification and to certify law enforcement officials as Drug Recognition Experts (DREs).

Successful implementation of this impaired driving enforcement plan through this project scope is vital to the overall highway safety program in Connecticut.

This project will be closely monitored. In addition, the Highway Safety Office's Fiscal Officer will ensure that the appropriate financial documentation supports all claims against this project.

Additional Documentation

Objectives

Applicant: Norwalk Police Department
Project Title: DRE Instructor Grant Reimbursement

Describe the objectives to be accomplished during this project.

The objectives should be specific, clearly written, measurable, and time-framed.

To decrease drug related crashes, injuries and fatalities through high visibility enforcement and prosecution of DUI offenders by:

**Increasing the number of law enforcement officers trained to recognize the signs of an impaired driver under the influence of illegal or legal drugs or medications by providing statewide coordination of Standard Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) training to law enforcement.*

**Increasing the number of certified Drug Recognition Experts, instructors, and practitioners by providing statewide coordination of Drug Recognition Expert (DRE) training to law enforcement.*

**Increasing law enforcement recognition and conviction of various types of impaired driving, beyond alcohol impairment, by providing coordination to establish a DRE training program.*

**To reimburse DRE instructors for expenses incurred in facilitating the DRE practitioner class and subsequent impaired driving enforcement trainings.*

**To reimburse DRE instructors for court costs incurred while testifying as DRE reconstructionist's and/or DRE subject matter experts in Connecticut, and related DRE callout requests.*

DRE training for police officers will be offered for the purpose of increasing the number of DRE practitioners and to ensure that in-service law enforcement practitioners making alcohol and/or drug arrests are properly trained in the detection and apprehension of impaired drivers. It also will reinforce that trained police officers follow the standardized and systematic arrest procedures that will hold up in court.

Assist in the following activities:

Provide Standardized Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) classes to law enforcement within Federal Fiscal Year (FFY) 2025

Provide Drug Recognition Expert (DRE) classes to law enforcement within FFY 2025

Provide DRE Instructor classes within FFY 2025

Reimbursement will be made for both straight time and overtime expenses as required

Funding for this project will be used to assist in the administration of the Drug Evaluation and Classification Program (DECP) project. Duties will primarily involve the Drug Recognition Expert (DRE) component of the DECP. Anticipated duties include the coordination of DRE training activities, ensuring compliance with DRE recertification requirements, overseeing the collection and transmission of electronic data collected through DRE evaluations and providing support to all current Connecticut DREs throughout the state.

Activities

Applicant: *Norwalk Police Department*

Describe activities and procedures you will undertake to achieve each objective. *

Identify project personnel and responsibilities. Include activity timelines.

All activities will be performed by a certified DRE Instructor:

- Evaluate and assess status of program*
- Establish tracking procedures to fulfill and document objectives*
- Provide support to the CT DRE program and all CT DREs*
- Assist in training at DRE School*
- Assist in training at DRE field certifications*
- Assist in training at SFST and ARIDE classes*
- Attend the National DRE Conference (IDTS)*
- Attend drug impaired driving and DRE related trainings*
- Assist in training at SFST and ARIDE classes*
- Prepare quarterly progress report regarding activities*

Budget to include the following:

Personnel expenses (Salaries, Overtime)

Travel costs (Instructors, Students, Conferences, Trainings, Meetings)

Fringe

Applicant: *Norwalk Police Department*

Project Title: *DRE Instructor Grant Reimbursement*

Do you plan on submitting a Fringe Rate? * ☒ Yes ☐ No

Fringe Benefits

NOTES:

- **If fringe rate is being charged/reimbursed, this page should be completed and signed.**
- **Fringe benefit charges should NOT be included in the hourly rate.**
- **No hourly rate should be inflated--all hourly rates should be reported as actuals.**

I hereby certify that the information below is the true and accurate and authorized by "*Norwalk Police Department*" for hours worked by personnel for the following time period:

FROM: *10/01/2024 ** **TO:** *09/30/2025 **

Actual Cost Category	Straight Time %	Overtime %
<i>FICA-Medicare</i>	<i>1.45000</i>	<i>1.45000</i>
Other Cost Category		
Total Fringe Rate	<i>1.45000%</i>	<i>1.45000%</i>

City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the fringe benefit rate(s) identified above accurately represents the fringe benefit costs to the city/town/agency for the individuals employed under or working on this project.

* **Name:** *Rita Nigri*
* **Title:** *Grant Administrator*

* **Signature:** *Rita Nigri*
Signature Date: *10/08/2024*

Personnel

Applicant: Norwalk Police Department

Project Title: DRE Instructor Grant Reimbursement

Salaries

* Hours worked on grant activities

Position Title	Hourly Rate	Pay Period Scheduled Hours	* Hours Allotted To This Grant	Number of Pay Periods	Salaries Sub-Total	Fringe Rate %	Fringe Sub-Total	Salaries & Fringe Total
Position 1	\$45.000000	40	3.00	52.00	\$7,020.00	1.45	\$101.79	\$7,121.79
Overtime	\$72.000000	10	7.25	52.00	\$27,144.00	1.45	\$393.59	\$27,537.59

Salaries Total \$34,164.00

Fringe Total \$495.38

Personnel Cost Total \$34,659.38

Match (if Applicable)

Position Title	Hourly Rate	Pay Period Scheduled Hours	* Match Hours Allotted To This Grant	Number of Pay Periods	Match Salaries Sub-Total	Match Fringe Rate %	Match Fringe Sub-Total	Match Salaries & Fringe Sub-Total
	\$				\$00.00		\$00.00	\$00.00
	\$				\$00.00		\$00.00	\$00.00

Match Salaries Total

\$00.00

Match Fringe Total

\$00.00

Match Personnel Cost Total

\$00.00

Personnel Notes

Travel

Travel requires pre-approval from the CT Highway Safety Office.

Applicant:

Project Title:

Travel Costs Total:

Norwalk Police Department

DRE Instructor Grant Reimbursement

\$10,000.00

Mileage

If you are able, please indicate the funding breakdown that will be used by this grant to support Travel.

Person Name	Person Title	Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting, etc.)</i>	Estimated Budget Total
			\$
TOTAL			\$00.00

Please provide a description of any anticipated Travel costs and any conferences you may want to attend.

Instructors, Students, Conferences, Trainings, Meetings

Contractual Services

Applicant: Norwalk Police Department
Project Title: DRE Instructor Grant Reimbursement

Contractual Services

Indicate the amount that will be used by this grant to support Contractual Services.

Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety. The HSO must approve any contract for services before the contract is finalized. A copy of the signed contract and/or agreement should be included with the grant application.

Description of Item	Cost	Quantity	Total
N/a	\$00.00	0	\$00.00
TOTAL			\$00.00

Contractual Notes

Contractual Services Match (If Applicable)

* If you are using Contractual Services for Match, enter the match amounts here.

Description of Match Item	Match Cost	Quantity	Match Total
	\$		\$00.00
TOTAL			\$00.00

Contractual Match Notes

Documentation

Supporting Documentation

Operating Supplies

Applicant: *Norwalk Police Department*

Project Title: *DRE Instructor Grant Reimbursement*

Operating Supplies Costs Total: * *\$00.00*

Operating Supplies Costs Match Total: * *\$00.00*

Would you like to provide an itemized breakdown of all Operating/Supplies costs? * Yes

☒ No

Equipment Costs

Notes:

- Any items with serial numbers will need to be reported during future reimbursement.

Applicant: *Norwalk Police Department***Project** *DRE Instructor Grant Reimbursement***Title:**

Equipment Costs

Indicate the amount that will be used by this grant to support Equipment by cost, amount, or percentage.

Click the **+** icon to **add** a new row

Click the **-** icon to **delete** an existing row

Item Description	Cost Per Item	Quantity	Total Cost	Buy America Supporting Documentation (If any item's Cost Per Item >= \$10,000, Buy America Documentation is Required)
	\$		\$00.00	
Total Equipment Costs:				\$00.00

Equipment Costs Match (If Applicable)

* If you are using Equipment for Match, enter the match amounts here.

Item Description	Cost Per Item	Quantity	Total Cost	Buy America Supporting Documentation (If any item's Cost Per Item >= \$10,000, Buy America Documentation is Required)
	\$		\$00.00	
Total Equipment Match Costs:				\$00.00

Documentation

Copy of Equipment Quote (* If Equipment Costs are provided)

Supported file types: .doc, .docx, and .pdf

Other Supporting Documentation

Supported file types: .doc, .docx, and .pdf

Indirect Costs

Applicant: *Norwalk Police Department*
Project Title: *DRE Instructor Grant Reimbursement*

Budget Costs

Category	Cost	Match	Total Estimated Cost
Personnel - Salaries	\$34,164.00	\$00.00	\$34,164.00
Personnel - Fringe	\$495.38	\$00.00	\$495.38
Travel	\$10,000.00	\$00.00	\$10,000.00
Contractual Services	\$00.00	\$00.00	\$00.00
Operating Supplies	\$00.00	\$00.00	\$00.00
Equipment Costs	\$00.00	\$00.00	\$00.00
Total Estimated Cost:	\$44,659.38	\$00.00	\$44,659.38

Indirect Costs

Approved Indirect Cost Rate: * 00.00 %
Total Indirect Costs: \$00.00
City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the Indirect Costs Rate identified above accurately identifies what is allowable.

Click **Save** to populate the Signature Date and Title of the selected Authorizing Official.

Name: *Rita Nigri* *
Title: *Grant Administrator* *

Signature: *Rita Nigri* *
Signature Date: *10/08/2024* *

Budget Summary

Total Federal Budget \$44,659.38
Total Match Budget \$00.00

Federal Share
Non-Federal Share

Cost Category	Amount	Budget Summary Approval (For HSO Staff Only)		
Personnel - Salaries	\$34,164.00	[X]Approved	Conditions Apply *	N/A
Personnel - Fringe Benefits @ 1.45000% (Straight-Time)	\$495.38	[X]Approved	Conditions Apply *	N/A
Personnel - Fringe Benefits @ 1.45000% (Overtime)				
Travel	\$10,000.00	[X]Approved	Conditions Apply *	N/A
Contractual Services	\$00.00	Approved	Conditions Apply *	[X]N/A
Operating Supplies	\$00.00	Approved	Conditions Apply *	[X]N/A
Equipment Costs	\$00.00	Approved	Conditions Apply *	[X]N/A
Indirect Costs	\$00.00	Approved	Conditions Apply *	[X]N/A
Total Grant Budget	\$44,659.38	* Conditionally Approved amounts will only be reimbursed upon satisfying the condition mentioned below.		
Match Cost Category	Amount	Match Budget Summary Approval (For HSO Staff Only)		
Personnel	\$00.00	Approved	Conditions Apply *	[X]N/A
Personnel - Fringe Benefits @ 1.45000% (Straight-Time)	\$00.00	Approved	Conditions Apply *	[X]N/A
Personnel - Fringe Benefits @ 1.45000% (Overtime)				
Travel	\$00.00	Approved	Conditions Apply *	[X]N/A
Contractual Services	\$00.00	Approved	Conditions Apply *	[X]N/A
Operating Supplies	\$00.00	Approved	Conditions Apply *	[X]N/A
Equipment Costs	\$00.00	Approved	Conditions Apply *	[X]N/A
Indirect Costs	\$00.00	Approved	Conditions Apply *	[X]N/A

Total Match Budget	<i>\$00.00</i>	<i>* Conditionally Approved amounts will only be reimbursed upon satisfying the condition mentioned below.</i>
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Notes

Reimbursement Requirements

Requested Project Start Date *

10/01/2024

The HSO-Approved Project Start Date will populate here once the submitted grant has been reviewed by HSO staff.

Approved Project Start Date	Project End Date	Reimbursement Deadline
10/09/2024	September 30, 2025	October 30, 2025

- All reimbursements must be signed and dated by the sub-grantee's authorizing official.
- Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.
- Under the terms and conditions of this project application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than thirty (30) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.
- All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).
- Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30th. Failure to do so may jeopardize your reimbursement.
- All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.
- Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30th.
- Photocopies of any media coverage (if applicable) or supportive documentation can be included. Grant category budgets should be adhere to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.

FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.

Certifications & Assurances

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. *The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant

knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. The participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction

knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, department the or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Signature

This section must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Name: Rita Nigri *
Title: Grant Administrator *

Signature: Rita Nigri *
Signature Date: 10/08/2024

Audit Requirements

This page must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS

Attachment A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2024

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of *Norwalk Police Department* declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources **DOES exceed \$750.000** and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: *Chitsamay Lam*

Signature: *Chitsamay Lam*

Title: *Comptroller*

Date: *10/08/2024*

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)

AUDIT EXEMPTION STATEMENT:

The town/city/agency of *Norwalk Police Department* declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources **DOES NOT exceed \$750.000** and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name:

Signature:

Title:

Date:

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

- a. Any sub grantee receiving \$750,000 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.
- b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.

Memo

To:	Common Council and Public Safety and General Government Committee
From:	Deputy Chief Melissa Lepore
CC:	
Re:	State of Connecticut Department of Emergency Services and Public Protection, ARPA-ATV-2023-NWK-2A Grant Acceptance Authorization
Date:	October 17, 2024

The State of Connecticut Department of Emergency Services and Public Protection has awarded the Norwalk Police Department additional funding and extended the expiration date for the American Rescue Plan Act (ARPA)-ATV-2023-NWK-2A grant. The grant, Amendment 2A, award is approved for \$35,000.00. The funding start date is October 01, 2023 and the end date is December 31, 2026.

The Norwalk Police Department has experienced a surge in individuals committing auto theft and other crimes related to auto theft within the City of Norwalk and surrounding municipalities. Funding will pay for increased police patrols to help deter auto thefts, violent crimes, and criminal acts from taking place. The Amendment 2A of ARPA grant allows for an increase of proactive marked and unmarked patrols, criminal investigations into the suspects, or the purchase of approved auto theft and violence related equipment.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-2A grant.
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-2A grant.

STATE OF CONNECTICUT GRANT AGREEMENT FOR SLFRF

COVER PAGE

State Agency State of Connecticut Department of Emergency Services and Public Protection	Agreement Number ARPA-ATV-2023-NWK-2A Federal Grant No. <i>SLFRP0128</i>
Grantee: Town of Norwalk UEI/SAMS Number: <i>FEIN: 06-6011881</i>	Agreement Effective Date 6/1/2023 Agreement Expiration Date 6/30/2025
Agreement Maximum Amount \$70,000	Fund Expenditure End Date 12/31/2026
State Fiscal Year 2024- 2025 \$35,000*	Agreement Authority Be it enacted by the State of Connecticut's Senate and House of Representatives in General Assembly Connecticut General Statutes §§ PA- 22-118 Sec. 10. Section 41 of special act 21-15, as amended by section 306 of public act 21-2 of the June special session and section 3 of special act 22- 2, is amended to read as follows (Effective from passage): The following sums are allocated, in accordance with the provisions of special act 21-1, from the federal funds designated for the state pursuant to the provisions of section 602 of Subtitle M of Title IX of the American Rescue Plan Act of 2021, P.L. 117-2, as amended from time to time, for the annual periods indicated for the purposes described.
* Funds may not be available through the Federal Award End Date subject to the provisions in § 2 (Terms and Agreement Effective Date) and § 5 (Payments to Grantee) below.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: 1. Exhibit A, Statement of Work. 2. Exhibit B, Payment Terms and Provisions and Budget. 3. Exhibit C, Federal Provisions. 4. Exhibit D, Agreement with Subrecipient of Federal Recovery Funds 5. Exhibit E, SLFRF Subrecipient Quarterly Report 6. Exhibit F, Contractor Terms 7. Exhibit G, Beneficiary Terms In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit C, Federal Provisions. 2. Exhibit D, Agreement with Subrecipient of Federal Recovery Funds. 3. Connecticut Special Provisions in §17 of the main body of this Agreement. 4. The provisions of the other sections of the main body of this Agreement. 5. Exhibit A, Statement of Work. 6. Exhibit B, Payment Terms and Provisions and Budget. 7. Exhibit E, SLFRF Subrecipient Quarterly Report.	

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Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	<i>SLFRP0128</i>
Federal Award Date	5/14/2021
Federal Award End Date*	December 31, 2026
Federal Statutory Authority	Section 602(b) of the Social Security Act (the “SSA”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021)
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$5,200,000

* Funds may not be available through the Federal Award End Date subject to the provisions in § 2 (Terms and Agreement Effective Date) and § 5 (Payments to Grantee) below.

For Grantor/DAS Use Only

AMOUNT	FUND	DEPT	SID	PROGRAM	ACCT	BR YR	PROJECT
\$							

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such.

GRANTEE _____ By: Name & Title Date: _____	GRANTOR: STATE OF CONNECTICUT _____ By: Ronnell A. Higgins, Commissioner Date: _____
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EXHIBIT B
PAYMENT TERMS AND PROVISIONS
AND BUDGET

Budget Item	Amount \$	Notes/Comments
Overtime (Salary & Fringe)	\$35,000.00	Used to increase proactive, marked & unmarked patrols as well as criminal investigations into suspects.

Budget Total: \$35,000.00 \$35,000 max

EXHIBIT C

FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS

- 1.1. The Agreement to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Agreement, or any attachments or exhibits incorporated into and made a part of the Agreement, the provisions of these Federal Provisions shall control.
- 1.2. The State of Connecticut is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in § 2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Connecticut agency or institutions of higher education.

2. DEFINITIONS

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR § 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available www.treasury.gov
 - 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR § 200.1
 - 2.1.6. "Grant" means the Agreement or Grant to which these Federal Provisions are attached.
 - 2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
 - 2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Connecticut State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR § 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR § 52.204-10, as prescribed in 48 CFR § 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by § 6202 of Public Law 110-252.

- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID Number” means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei.

3. COMPLIANCE

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Connecticut, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. UEI. Grantee shall provide its UEI number to its Prime Recipient, and shall update Grantee’s information in SAM at least annually after the initial registration, and more frequently if required by changes in Grantee’s information.

5. TOTAL COMPENSATION

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
- 5.1.2. In the preceding fiscal year, Grantee received:
- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee’s obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING

- 7.1. Reporting requirements in § 8 below apply to all awards made under SLFRF. If the total award is \$50,000 and above, the award is subject to FFATA reporting which will be completed by UST.
- 7.2. The procurement standards in § 9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS

- 8.1. Grantee shall report as set forth below. Reports are expected to align with a single expenditure category (e.g., EC 2.34).
 - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit E to report to the Grantor. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects (1.1 through 1.14)

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure (from list of enumerated uses in Treasury guidance)
 - iv. Written justification (Required when total project cost is \$1 million or more)
 - v. Labor reporting (Required when total project cost is \$10 million or more)

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects (2.1 through 2.37)

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure (from list of enumerated uses in the Treasury guidance)

- iv. Written justification (Required when total project cost is \$1 million or more)
- v. Labor reporting (Required when total project cost is \$10 million or more)

Household Assistance (2.1, 2.3-2.8)

- a) Number of households served

Assistance to Unemployed or Underemployed Workers (2.10)

- a) Number of workers enrolled in sectoral job training programs
- b) Number of workers completing sectoral job training programs
- c) Number of people participating in summer youth employment programs

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.2, 2.15-2.18)

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
 - iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas

that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five calendar days after the end of the month following the month in which the Subaward was made.

- 8.1.2.1. Subrecipient UEI Number;
- 8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
- 8.1.2.3. Subrecipient parent's organization UEI Number;
- 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

- 8.1.3.1. Subrecipient's UEI Number as registered in SAM.
- 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
- 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
- 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
- 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

- 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
- 8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).
- 8.1.3.7.1. For projects over \$10 million:
- 8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Act"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.
- 8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. § 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
- 8.1.3.7.1.3. Whether the project prioritizes local hires.
- 8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, and the State of Connecticut Office of Policy and Management. The State of Connecticut may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via an amendment.

9. PROCUREMENT STANDARDS

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR §§ 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR § 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR § 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the federal Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR § 200.501.
- 11.1.1. Election. A Subrecipient shall have a Single Audit conducted in accordance with Uniform Guidance 2 CFR § 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR § 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR § 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
- 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148).
- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). An award or contract (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 12.1.7. Never Agreement with the enemy (2 CFR § 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216). Grantee is prohibited from obligating or expending loan or Grant Funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR § 200.216.
- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d, *et seq.*), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d *et seq.*, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS

- 13.1. Subrecipient Certification. Subrecipient shall sign a “State of Connecticut Agreement with Recipient of Federal Recovery Funds” Certification Form in **Exhibit D** and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR § 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR § 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Connecticut may terminate the Grant upon thirty (30) calendar days prior written notice if the default remains uncured five calendar days following the termination of the thirty (30) day notice period. This remedy will be in addition to any other remedy available to the State of Connecticut under the Grant, at law or in equity.
- 15.2. Termination (2 CFR § 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

Exhibit D
AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the “SSA”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (“Treasury”) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Connecticut has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State’s separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the SSA and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization’s obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

**AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS**

- 1) Use of Funds
 - a) Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the “SSA”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), and Treasury’s regulations implementing that section and guidance.
 - b) Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 2) Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury’s implementing regulations, during this period of performance.
- 3) Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the State of Connecticut Office of Policy and Management. The State will provide notice of such additional reporting requirements via an amendment
- 4) Maintenance of and Access to Records
 - a) Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the SSA, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b) The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c) Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 5) Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 6) Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the UST and the State of Connecticut Office of Policy and Management.
- 7) Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
- 8) Conflicts of Interest. The State of Connecticut understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of Policy and Management or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of Policy and Management shall disclose such conflict to Treasury.

9) Compliance with Applicable Law and Regulations.

- a) Subrecipient agrees to comply with the requirements of section 602 of the SSA, regulations adopted by Treasury pursuant to section 602(f) of the SSA, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b) Federal regulations applicable to this award include, without limitation, the following:
 - i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the federal Single Audit Act, shall apply to this award.
 - ii) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv) OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v) Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi) Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii) New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix) Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - iv) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10) Remedial Actions. In the event of Subrecipient’s noncompliance with section 602 of the SSA, other applicable

laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the SSA regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the SSA and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the SSA, as applicable.

- 11) Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 12) False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law
- 13) Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury."
- 14) Debts Owed the Federal Government
 - a) Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the SSA and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b) Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
- 15) Disclaimer.
 - a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
 - b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient
- 16) Protections for Whistleblowers.
 - a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

- b) The list of persons and entities referenced in the paragraph above includes the following:
 - i) A member of Congress or a representative of a committee of Congress;
 - ii) An Inspector General;
 - iii) The Government Accountability Office;
 - iv) A Treasury employee responsible for Agreement or grant oversight or management;
 - v) An authorized official of the Department of Justice or other law enforcement agency;
 - vi) A court or grand jury; or
 - vii) A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI

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

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT E
SLFRF SUBRECIPIENT REPORT

1. SLFRF SUBRECIPIENT FISCAL REPORT WORKBOOK

- 1.1 A fiscal reporting template shall be used to monitor payments and progress associated with designated line items and deliverables. This template is included as an attachment with the Grant Agreement.

EXHIBIT F
CONTRACTOR TERMS

- 1) Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant:
 - a) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - b) Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
 - c) Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
 - d) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
 - e) Debarment and Suspension (Executive Orders 12549 and 12689). An award or contract (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - f) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - g) Never Agreement with the enemy (2 CFR § 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
 - h) Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216). Grantee is prohibited from obligating or expending loan or Grant Funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
 - i) Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from

excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d, *et seq.*), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

EXHIBIT G
AMERICAN RESCUE PLAN ACT – STATE FISCAL RECOVERY FUNDS PROGRAM:
BENEFICIARY ATTESTATION FORM

The funding provided to you as an eligible beneficiary is supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury State and local Fiscal Recovery Funds Program as authorized by the American Rescue Plan Act.

THE STATE AND LOCAL FISCAL RECOVERY FUNDS PROGRAM AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT PROVIDES FUNDING TO SUPPORT URGENT COVID-19 RESPONSE EFFORTS TO CONTINUE TO DECREASE SPREAD OF THE VIRUS AND BRING THE PANDEMIC UNDER CONTROL; REPLACE LOST REVENUE FOR ELIGIBLE STATE, LOCAL, TERRITORIAL, AND TRIBAL GOVERNMENTS TO STRENGTHEN SUPPORT FOR VITAL PUBLIC SERVICES AND HELP RETAIN JOBS; SUPPORT IMMEDIATE ECONOMIC STABILIZATION FOR HOUSEHOLDS AND BUSINESSES; TO MAKE NECESSARY INVESTMENTS IN WATER, SEWER, AND BROADBAND INFRASTRUCTURE; AND COVER THE COST OF OTHER ELIGIBLE ACTIVITIES.

Program Description: Sec. 78. (NEW) (Effective from passage) On and after July 1, 2022, the Department of Emergency Services and Public Protection shall, within available resources, administer a grant program to provide grants-in aid to eligible municipalities for Strategic deployment of traffic unit enforcement teams to conduct strict speed enforcement in designated areas that have demonstrated a statistical increase in the number or severity of roadway collisions. Any municipality that has a population of less than twenty-five thousand that has a law enforcement unit or resident state trooper may apply for such grants in such manner as the department prescribes. The department shall award grants of up to five thousand dollars to eligible municipalities and may award not more than a total of ten grants to any such municipality. The department shall continue to award grants until all resources dedicated to such grant program have been expended.

State Agency Contact information:
Department of Emergency Services & Public Protection
1111 Country Club Road
Middletown, CT 06457
Email: despp.autotheftgrant@ct.gov

[] **Check here to certify:** I have read this form and hereby attest, as an authorized representative of [insert entity legal name here], that [insert entity legal name here] meets the requirements for an eligible beneficiary. I understand that providing false or misleading information may subject [insert entity legal name here] to recoupment of funds up to the amount received.

Signature _____ Date _____

Print Name _____

Entity Legal Name _____

Address _____

EXHIBIT A
STATEMENT OF WORK

Grantee has experienced a surge of individuals committing auto theft and other crimes related to auto theft within the limits of grantee's municipality. The funds will be distributed to the cities and suburbs as a "hub and spoke" approach to reduce these types of crimes. The following municipalities are known as "Hubs": Bridgeport, Hartford, Meriden, New Britain, New Haven, New London, Stamford, and Waterbury. Surrounding these eight Hub municipalities will be "Spoke" towns that include a total of 50 cities and towns. Funding will pay for increased police patrols to help deter these criminal acts from taking place. The main goal of the auto theft and violence funding is to reduce auto theft and violent crimes associated with auto theft in Connecticut's communities. Specifically, the communities that have seen a large uptick in auto theft and violent crime since the start COVID-19 pandemic.

T. Software Piracy Prohibition

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

U. Vendor Offset and Erroneous Payments

[Not applicable to intergovernmental agreements] Subject to state statute, the State may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other allowed charges; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other Agreements, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

- i. Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.
- ii. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

O. Forum and Choice of Law

The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

P. Sovereign Immunity

The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other Section, this Section shall govern.

Q. Requirements for Nonprofit Organizations

If the Grantee is a nonprofit organization, the Grantee agrees to maintain its 501(c)(3) status and to maintain up-to-date annual filings as follows: (1) Certificate of Legal Existence with the Connecticut Secretary of the State; (2) Charitable Organization Registration with the Connecticut Department of Consumer Protection, unless exempted by Connecticut General Statutes § 21a-190d; and (3) Return of Organization Exempt Form Income Tax (Form 990) with the Internal Revenue Service. At Grantor's request, the Grantee shall provide Grantor with documentation pertaining to Grantee's 501(c)(3) and or annual filings.

R. Independent Contractor

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all its subcontractors or subgrantors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee shall notify Grantor of the subgrantee or Subcontractor's identity.

S. Prohibited Terms

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of the state's sovereign immunity.

- z. Grantee either owns or has the authority to use all Title of and to all relevant software, and such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- aa. Grantee's Platform does not (a) infringe or misappropriate any patent, trade secret or other intellectual property rights of a third party; or (b) violate any law, statute, ordinance or regulation;
- bb. Grantee has entered into license agreements which permit Grantee to use third-party software and any subcontractor's software, and to permit the Grantor and third parties to use such third-party software and any subcontractor's software, as expressly permitted under this Agreement; and;
- cc. Grantor's use of any software shall not infringe or misappropriate any patent, trade secret or other intellectual property rights of a third party.

L. Access to Contract and Data

The Grantee shall provide to the Grantor access to any data, as defined in C.G.S. § 4e-1, concerning the Agreement and Grantor that are in the possession or control of the Grantee upon demand and shall provide the data to Grantor in a format prescribed by Grantee and the State Auditors of Public Accounts at no additional cost.

M. State Single Audit

For purposes of this paragraph, the word "Grantee" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Grantee shall provide for an annual financial audit acceptable to the Grantor for any expenditure of state-awarded funds made by the Grantee. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Grantee will comply with federal and state single audit standards as applicable.

If the Grantee meets the requirements of the State Single Audit Act, C.G.S. §§ 4-230 through 4-236, as amended, the Grantee's independent auditor is required to submit a State Single Audit Report to Grantor. C.G.S. § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from Grantor for this Agreement and it is the only State Financial Assistance that the Grantee has expended during its fiscal year. The State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, should be uploaded by the Grantee's independent auditor to the State of Connecticut Office of Policy and Management's Electronic Audit Reporting System (EARS) website no later than six months after the end of the audit period (Web address: <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>) and a copy shall be given to the Grantor agency. The Grantee shall submit one hard copy of the State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, to the Office of Policy and Management / Office of Finance no later than six months after the end of the audit period. The Grantee shall also submit Form DE-2017 Supplement to the Audit Report, Detail of Grantor Expenditures to the Grantor Business Office by email no later than 3 months after the end of the audit period.

N. Additional Restrictions on Use of Federal Funds

- k. Grantee has not within the three (3) years preceding the Agreement had one or more contracts with any governmental entity terminated;
- l. Grantee has not employed an employee who has been determined to be a source for any security breach;
- m. Grantee has not employed or retained any entity or person, other than a bonafide employee working solely for it, to solicit or secure the Agreement and it has not paid or agreed to pay any entity or person, other than a bonafide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Agreement or any assignments made in accordance with the Terms of the Agreement;
- n. To the best of its knowledge, there are no Claims involving Grantee or Grantee's Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement;
- o. Grantee shall disclose, to the best of its knowledge, to the Grantor in writing any Claims involving it that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement, no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Grantee's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Agreement concerning Disclosure of Grantee's Parties litigation shall run consecutively with the ten (10) calendar days provided for in this representation and warranty;
- p. There is no action, lawsuit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to Grantee's knowledge, threatened against or affecting it, which could or might materially adversely affect its obligations hereunder or any of the transactions contemplated hereunder;
- q. Grantee's participation in the procurement process, if applicable, or the Agreement Award is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics or the applicable federal ethics code requirements;
- r. The Agreement was not made with collusion or fraud;
- s. Grantee shall obtain in a written acknowledgement all of the representations and warranties in this section from any Grantee's Parties and require that such representations and warranties be included in any contracts and purchase orders with such Grantee's Parties;
- t. Grantee has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- u. Grantee has a record of compliance with Occupational Safety and Health Administration ("OSHA") regulations without any unabated, willful or serious violations;
- v. Grantee owes no unemployment compensation contributions;
- w. Grantee is not delinquent in the payment of any taxes owed or, it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes;
- x. All of Grantee's vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse;
- y. Grantee has vested plenary authority to bind the Grantor's Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Agreement and that all appropriate parties shall also provide, no later than fifteen (15) calendar days after receiving a request from the Grantor, such information as the Grantor may require to evidence, in the Grantor's sole determination, compliance with this section;

person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

K. Grantee's Representations and Warranties

- i. Grantee represents and warrants to the Grantor that:
 - a. The execution and delivery of this Agreement is within the power and authority of Grantee and is not in contravention of any law, organizational document, bylaw, agreement or undertaking to which Grantee is a party and no consent, license or approval is or will be necessary for the valid execution and delivery of this Agreement;
 - b. Grantee is duly and validly existing under the laws of its respective state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, as appropriate, it has taken all necessary action to authorize the execution, delivery and performance of the bid and the Agreement and has the power and authority to execute, deliver and perform its obligations under the Agreement;
 - c. Grantee shall comply with all applicable State and Federal laws in satisfying its obligations to the Grantor under and pursuant to the Agreement, including, but not limited to (i) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics, (ii) all applicable federal ethics rules and requirements, (iii) Title 4a concerning State purchasing, and (iv) all information technology protocols;
 - d. The execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) an Event of Default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or the State; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - e. Grantee has all permits, licenses, franchises and other similar authorizations necessary for its Performance under this Agreement and is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for such performance. Grantee is not in violation, nor will the Agreement cause a violation of the terms or provisions of any such franchise, permit, license or similar authorization;
 - f. Grantee warrants that the deliverables will fully comply with the Agreement and will be performed with reasonable care in a diligent, workmanlike and competent manner that shall comply with all federal, state and local laws, regulations, mandates and/or requirements, and Grantee shall cure defects, if any, in a reasonable time;
 - g. Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - h. Grantee has no pending claims, actions, suits, proceedings pending against it for any security breaches, data breaches, commingling of data, improper or illegal use of client data or software licensing violations;
 - i. As applicable, Grantee has not, within the three (3) years preceding the Agreement, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would perform under the Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
 - j. Grantee is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Grantee shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

I. Freedom of Information Act.

The Grantor is a “public agency” for purposes of FOIA. Accordingly, this Agreement and any correspondence, documents or other information delivered to the Grantor in connection therewith will be considered public records and will be subject to disclosure under FOIA. Under Connecticut General Statutes § 1-210(b), FOIA includes exemptions for “trade secrets” and “commercial or financial information given in confidence, not required by statute”, but only the particular information falling within one of these exemptions can be withheld by the Grantor if the Grantor receives a FOIA request that encompasses such information. In particular, Grantee should be aware that:

- i. The State has no obligation to notify the Grantee of any FOIA request received by the State.
- ii. The State may disclose materials claimed to be exempt if in its judgment such materials do not appear to fall within a statutory exemption.
- iii. The State shall use all reasonable efforts to notify Grantee of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed by Grantee, but the State has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to a FOIA request.
- iv. Grantee will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding.
- v. In no event shall the State or any of its officers, directors, or employees have any liability for the disclosure of documents or information in the State’s possession where the State, or such officer, director, or employee, in good faith believes the disclosure to be required under FOIA or other law.
- vi. If the Grantee receives any freedom of information request, subpoena, notice or other request for any of the Data, records, deliverables, or documentation relating to this Agreement, Grantee shall notify the Grantor of such requests within three (3) Business Days, but Grantee has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information.
- vii. To the extent that any other provision or part of the Agreement conflicts or is in any way inconsistent with this section, this section controls and the conflicting provision or part shall not be given effect.

J. Disclosure of Records.

This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a

the State is an additional insured. The Grantee shall not begin Performance until the delivery of these 3 documents to Grantor. Grantee shall provide an annual electronic update of the 3 documents to Grantor or before each anniversary of the Agreement Effective Date during the Agreement term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

- vi. **This Section shall survive the Termination of the Agreement and shall not be limited by reason of any insurance coverage.**

E. Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with Grant Funds awarded pursuant to this agreement, shall adhere to the requirements of Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(14) and "Quasi Public Agency Project" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(15).

F. Whistleblowing & Retaliation

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Grantee takes or threatens to take any personnel action against any employee of the Grantee in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Connecticut Auditors of Public Accounts or the Connecticut Attorney General under the provisions of subsection (a) of such statute, the Grantee shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Connecticut Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

G. Campaign Contribution and Solicitation Prohibitions

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

H. Large State Construction or Procurement Contract

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the Grantor has provided to the Grantee the summary of State ethics laws developed by the Office of State Ethics pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Grantee represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions

- Grantee is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or Grantor's authority to require compliance with the Enactments.
- ii. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.
 - iii. This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Department of Administrative Services Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

C. HIPAA

- [☒] Grantor check box if the section is not applicable to the Agreement;
(Instructions – Grantor must add State HIPAA boilerplate if applicable to Agreement).

D. Indemnification

- i. The Grantee shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Grantee or Grantee's Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Grantee shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. The Grantee's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Grantor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- ii. The Grantee shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- iii. The Grantee shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Grantee or any Grantee Parties. The State shall give the Grantee reasonable notice of any such Claims.
- iv. The Grantee's duties under this Section shall remain fully in effect and binding in accordance with the terms of the Agreement, without being lessened or compromised in any way, even where the Grantee is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- v. The Grantee shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. To the extent applicable, the Grantee shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to Grantor all in an electronic format acceptable to Grantor prior to the Agreement Effective Date of the Agreement evidencing that

binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- vi. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- vii. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- viii. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- ix. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

B. Executive Orders and Other Enactments

- i. All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the

- j. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- ii. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- iii. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- iv. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- v. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be

Z. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Agreement Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

AA. Indemnification

See § 17. D.

BB. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

CC. Accessibility

Grantee shall comply with, and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of the Accessibility Standards for Individuals with a Disability.

17. CONNECTICUT SPECIAL PROVISIONS

A. Nondiscrimination and Affirmative Action

i. Definitions

- a. "Commission" means the Commission on Human Rights and Opportunities;
- b. "Contract" and "contract" means this Agreement and includes any extension or modification of the Contract or contract;
- c. "Contractor" and "contractor" means Grantee and includes any successors or assigns of the Contractor or contractor;
- d. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- e. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations
- f. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- g. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- h. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- i. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

Q. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Connecticut State law and State fiscal rules, and, if applicable approved by the Connecticut Attorney General.

R. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State fiscal rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Agreement Effective Date.

S. External Terms and Conditions

Notwithstanding anything to the contrary herein, the Grantor shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

T. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

U. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State sales and use taxes under C.G.S. § 12-412(1), (CERT -134 Exempt Purchases by Qualifying Governmental Agencies – Connecticut Department of Revenue Services Form). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

W. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 16.B (General Conditions), this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

X. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Y. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

H. Unexpended Funds and or Disallowed Costs

If project costs are less than the Agreement, and or any project costs have been disallowed, the Grantee shall return or forfeit the unexpended/disallowed funds to Grantor as provided in the Agreement.

I. Grant Extensions

No extensions to the end date of a grant shall be made if an Agreement's end date has already passed or an extension is prohibited by ARPA.

J. Subrecipients and Subcontractors

Grantee shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the Grantor. Grantee shall submit to the Grantor a copy of each such subgrant or Subcontract upon request by the Grantor. All subgrants and Subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Connecticut, and shall be subject to all provisions of this Agreement. *If the entity with whom Grantee enters into a subgrant would also be considered a Subrecipient, then the subgrant entered into by Grantee shall also contain provisions set forth in Exhibits C and D permitting both Grantee and the Grantor to perform all monitoring of that subgrant in accordance with the UST Uniform Guidance.*

K. Binding Effect

Except as otherwise provided in § 16.B (General Conditions), all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

L. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

M. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

N. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

O. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

P. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Connecticut law, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

Grantor shall give ten (10) Business Days notice to Grantee of the Grantor's desire for such reassignment. Grantee will then have five (5) Business Days to investigate the situation and attempt, if it so desires, to satisfy the Grantor that the employee should not be reassigned; however, the Grantor's decision in its sole discretion after such five (5) Business Day period shall be final. Should the Grantor still desire reassignment, then five (5) Business Days thereafter, or ten (10) Business Days from the date of the notice of reassignment, the employee shall be reassigned from the Grantor's account.

F. Revised Budget

As set forth in **Exhibit B** (Payment Terms and Provisions and Budget), the approved Budget may be modified at the request of the Grantee if such request is approved in writing by the Grantor. Approval by the Grantor of any modification to the Budget shall not constitute or imply a revision of the Agreement Maximum Amount. Cash requests will be withheld until the revision is received and approved.

G. Audits

- i. In accordance with the following conditions, the Grantee agrees to have conducted audits of each of the fiscal years included in the period of this Agreement and any amendments thereto.
- ii. If the Agreement meets the audit requirements of OMB Circular A-133, Audits of State and Local Governments and Non-Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Auditing Standards Generally Accepted In the United States of America, Government Auditing Standards issued by the Comptroller General of the United States, as well as OMB Circular A-133 and 2 CFR Part 200, Subpart F Audit Requirements. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$750,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee expended Financial Assistance under only one federal program during its fiscal year. For audit purposes, State or Grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted to the Federal Audit Clearinghouse by the earlier of thirty (30) calendar days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.
- iii. Any Grantee financial audit report or Single Audit report must be submitted electronically on OPM's Electronic Audit Reporting System (EARS) at the web address indicated below and also sent to the Grantor Agency as provided in § 14 (Notice) of this Agreement. Independent auditors are to electronically file the audit report packages of their clients on EARS and with the Grantor agency.

Web address: <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>

B. Assignment

Grantee shall assign any necessary software licensing agreements or other related contracts to Grantor or its designee if Grantee ceases to do business or is dissolved, and shall work with Grantor to ensure a seamless transition for the management and administration of the Work and Deliverables.

16. GENERAL PROVISIONS

A. ARPA Federal Provisions & Requirements

Grantee shall comply with all the federal requirements set forth in **Exhibits C** (Federal Provisions) and **D** (Agreement with Subrecipient of Federal Recovery Funds).

If Grantee hires any subcontractor to assist or carry out part of the Agreement, Grantee shall incorporate **Exhibit F** (Contractor Terms) into the resulting contract.

If ARPA funding is to be made to an Eligible Beneficiary to carry out part of this Agreement, Grantee shall have the Eligible Beneficiary complete the form set forth in **Exhibit G** (Beneficiary Attestation Form) and maintain the record in accordance with § 7.A.

B. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the Grantor. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the Grantor shall be subject to the provisions of this Agreement.

C. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the Grantor or the Grantee unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

D. Fiscal Control

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of Grant Funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, Grant Funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to ensure that expenditures charged to grant activities are made for allowable purposes only.

E. Labor and Personnel

- i. At all times, Grantee shall utilize approved, qualified personnel and any State approved subcontractors necessary to perform the services under this Agreement. Grantee shall advise the Grantor promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Grantee involving Grantee's employees or subcontractors or subrecipients which may reasonably be expected to affect Grantee's performance of services under this Agreement. The Grantor may then, at its option, ask Grantee to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the Grantor to provide the services otherwise performable by Grantee hereunder. The Grantee will be responsible to the Grantor for any economic detriment caused the Grantor by such subcontract arrangement.
- ii. Grantee shall, if requested to do so by the Grantor, reassign from the Grantor's account any employee or authorized representatives whom the Grantor, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the

accordance with the Grantor's directive, and the Grantor shall not be liable for costs incurred by Grantee after the suspension of performance.

ii. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

iii. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

iv. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the Grantor deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the Grantor to be contrary to the public interest or the Grantor's best interest.

13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement, which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the Grantor and a senior manager designated by Grantee for resolution.

14. NOTICE

Unless otherwise expressly provided to the contrary, any other notice provided under this Grant shall be in writing and may be delivered personally or by certified mail, recognized overnight courier, or e-mail in the manner set forth in this section. All notices shall be effective if delivered to the following addresses:

Grantor:	Department of Emergency Services & Public Protection 1111 Country Club Road Middletown, CT 06457 Attention: Aimee P. Plourde, Chief of Fiscal Services Email: Aimee.Plourde@ct.gov Email: despp.autotheftgrant@ct.gov
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Grantee:	City or Town Address City, State, Zip Chief Elected Official Name Phone Number E-mail
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15. RIGHTS IN DATA AND OTHER INFORMATION

A. Data Exclusive Property of the State

Grantee shall not use, willingly allow, cause or permit Work Product, Data, Records or State materials to be used for any purpose other than the Performance of Grantee's obligations in this Agreement without the prior written consent of the Grantor. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product, Data, Records and State materials to the Grantor in a form and manner as directed by the Grantor.

receipt requested, to the Grantor at the most current address which the Grantor has furnished to the Grantee for purposes of correspondence, or by hand delivery.

- C. The Grantor shall send the notice of Termination via certified mail, return receipt requested, to the Grantee at the most current address which the Grantee has furnished to the Grantor for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Grantor, the Grantee shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Grantor all Records and Data. The Records are deemed to be the property of the Grantor and the Grantee shall deliver them to the Grantor no later than thirty (30) calendar days after the Termination of the Agreement or fifteen (15) calendar days after the Grantee receives a written request from the Agency for the Records and Data. The Grantor shall deliver those Records and Data that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- D. Upon receipt of a written notice of Termination from the Grantor, the Grantee shall cease operations as the Grantor directs in the notice, and take all actions that are necessary or appropriate, or that the Grantor may reasonably direct, for the protection, and preservation of the Deliverable(s) and any other property. Except for any work which the Grantor directs the Grantee to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Grantee shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- E. The Grantor shall, within forty-five (45) Business Days of the effective date of Termination, reimburse the Grantee for its Performance rendered and accepted by the Grantor in accordance with **Exhibits A** (Statement of Work) and **B** (Payment Terms and Provisions and Budget), in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Grantee to complete. However, the Grantee is not entitled to receive, and the Grantor is not obligated to tender to the Grantee any payments for anticipated or lost profits. Upon request by the Grantor, the Grantee shall assign to the Grantor, or any replacement contractor which the Grantor designates, all subcontracts, purchase orders and other commitments, deliver to the Grantor all Records and Data and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Grantee's property, equipment, waste material and rubbish related to its Performance, all as the Grantor may request.
- F. For breach or violation of any of the provisions in the section concerning representations and warranties, the Grantor may Terminate the Agreement in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Grantee or Grantee Parties or any third party.
- G. Upon Termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such Termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.
- H. Termination of the Agreement pursuant to this section shall not be deemed to be a breach of contract by the Grantor.
- I. Remedies Not Involving Termination. The Grantor, in its discretion, may exercise one or more of the following additional remedies:
 - i. Suspend Performance
Suspend Grantee's Performance with respect to all or any portion of the Work pending corrective action as specified by the Grantor without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in

- E. Grantee shall deliver Certificates of Insurance relating to all of the above referenced coverages to the Grantor at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) calendar days advance notice will be given in writing to the Grantor prior to cancellation, termination or alteration of said policies of insurance.
- F. All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least thirty (30) calendar days prior notice to Grantee and Grantee shall forward such notice to the Grantor in accordance with § 14 (Notices) within seven calendar days of Grantee's receipt of such notice.

11. BREACH OF AGREEMENT & REMEDIES

- A. In the event of a Breach of Agreement, the aggrieved Party shall give written Notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) calendar days after the delivery of written notice, the Party may exercise any of the remedies as described in herein for that Party. Notwithstanding any provision of this Agreement to the contrary, the Grantor, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under C.G.S. §§ 4e-35 & 4e-38, the Grantor, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.
- B. Grantor's remedies. If Grantee is in breach under any provision of this Agreement and fails to cure such breach, Grantor, following the notice and cure period specified in this section, shall have all of the remedies listed in this section, below § 12 (Termination), and elsewhere in this Agreement, in addition to all other remedies set forth in this Agreement or at law. The Grantor may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.
- C. Grantee's Remedies. If the Grantor is in breach of any provision of this Agreement and fails to cure such breach, Grantee, following the notice and cure period specified in this Section and the dispute resolution process in § 13 (Dispute Resolution) shall have the rights to terminate this Agreement and proceed under Chapter 53 of the C.G.S.
- D. Intellectual Property. If any Work infringes, or if the Grantor in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the Grantor (i) secure that right to use such Work for the Grantor and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the Grantor.

12. TERMINATION

- A. Notwithstanding any provisions in this Agreement, the Grantor, through a duly authorized employee, may Terminate the Agreement whenever the Grantor makes a written determination that such Termination is in the best interests of the State. The Grantor shall notify the Grantee in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Grantor must complete its Performance under the Agreement prior to such date.
- B. Notwithstanding any provisions in this Agreement, the Grantee, through a duly authorized employee, may, after making a written determination that the Grantor has breached the Agreement and following the dispute resolution process in § 13, Terminate the Agreement by providing written notice via certified mail, return

approved by the State Insurance Commissioner to do business in Connecticut. Grantee shall assume any and all deductibles in the described insurance policies. The Grantee's insurers shall have no right of recovery or subrogation against the State and the described Grantee's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Agreement, then automobile coverage is not required.
 - iii. Professional Liability: \$1,000,000 limit of liability.
 - iv. [☒] Grantor check box if the section is not applicable to the Agreement. Errors and Omissions Insurance which covers any computer system or software architecture, engineering, design, accounting, legal or other professional services under or in connection with this Agreement, at such party's sole cost and expense, in an amount not less than \$2,000,000 per occurrence. In the case of any computer system or software engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the project on or for which any such services are rendered; otherwise, the professional involved shall maintain such coverage for a period of at least three (3) years following completion of its work hereunder. If coverage is procured by any professional on a claims made basis, the retroactive date must be the date prior to the professional's commencement of any work under or pursuant to this Agreement or the project to which it relates, whichever is earlier.
 - v. Worker's Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
 - vi. [☒] Grantor check box if the section is not applicable to the Agreement. Cyber/Network Security and Privacy Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$2,000,000 general aggregate.
 - vii. Crime Insurance including employee dishonesty coverage with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
- C. Said policy or policies shall cover all of the Grantor's activities under this Agreement and shall state that it is primary insurance in regard to the State, its officers and employees. The Grantor shall be named as an additional insured.
- D. None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Grantee are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Grantee under this Agreement.

- iv. The Grantee shall incorporate the requirements of this Section in all subcontracts requiring each of its Grantor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- v. Nothing in this Section shall supersede in any manner Grantee's or its Grantor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 or the provisions of this Agreement concerning the obligations of the Grantee as a Business Associate, as such term is defined in 45 C.F.R. §160.103, of the Grantor.

The provisions of this section shall survive the Expiration or earlier Termination of this Agreement.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Procurement conflicts

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons or other interest in or a tangible personal benefit from an entity considered for a contract (i.e., 2 C.F.R. § 200.318).

D. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the Grantor a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the Grantor's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. INSURANCE

- A. The Grantee agrees that while performing any activities specified in this Agreement, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the activities to be performed, so as to "save harmless" Grantor and the State of Connecticut from any insurable cause whatsoever.
- B. Before commencing Performance, the Grantee shall obtain and maintain at its own cost and expense for the duration of the Agreement, the following insurance as described in (i) through (vii) below through an insurance company or companies licensed to do business in the State of Connecticut under forms of policies

The Grantor will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the Grantor. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the Grantor to perform all monitoring required by the Uniform Guidance, based on the Grantor's risk analysis of Grantee and this Agreement. The Grantor shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The Grantor shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the Grantor a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a Single Audit under 2 CFR § 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the Grantor within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Protection of Confidential Information

- i. Grantee and Grantee Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- ii. Each Grantee or Grantee Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Grantor or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - e. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- iii. The Grantee and Grantee Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Grantee or its Grantee Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Grantee shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Grantor and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Grantee at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Grantee's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Grantor, any State of Connecticut entity or any affected individuals.

- ii. Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the State of Connecticut Auditor for Public Accounts (“APA”), Connecticut Attorney General and Connecticut State’s Attorney and their respective agents and Grantor or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its Subcontractors or subgrantees pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records.
- iii. Grantor or its representatives will give the Grantee and its Subcontractors and subgrantees at least twenty-four (24) hours notice of such intended examination. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- iv. At Grantor’s request, the Grantee and Subcontractors and subgrantees shall provide Grantor with hard copies or an electronic format of any data or information in the possession or control of the Grantee, Subcontractor and subgrantee which pertains to Grantor's business under this Agreement. The Grantee shall make all of its and the Subcontractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.
- v. The Grantee shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Grantee under this Agreement. The Grantee shall remit full payment to the State for such audit or inspection no later than thirty (30) calendar days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Grantee in accordance with this Agreement’s setoff provision.
- vi. The Grantee shall retain and maintain accurate records and documents relating to performance of activities under this Agreement for a minimum of five (5) years after all funds have been expended or returned to Treasury, whichever is later. If any litigation, claim or audit is started before the expiration date of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- vii. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with Grant Funds shall be retained for five (5) years after the final disposition of said property.
- viii. Any Subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of activities under this Agreement for a minimum of five (5) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by the APA, Grantor or its representative or the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives.
- ix. The Grantee shall cooperate fully with the Grantor and its agents in connection with an audit or inspection. Following any audit or inspection, the Grantor may conduct and the Grantee shall cooperate with an exit conference.
- x. **The Grantee shall incorporate this paragraph verbatim into any agreement it enters into with any Subcontractor or subgrantee providing services and/or conducting activities under this Agreement.**

C. Monitoring

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten (10) calendar days after being served, provide notice to Grantor in accordance with § 14 of this Agreement of such action and deliver copies of such pleading or document to the Grantor.

C. Performance and Final Status

Grantee shall submit all final financial, performance and other reports to the Grantor no later than thirty (30) calendar days after the end of the Agreement Expiration Date specified in § 2.B., if no Extension Terms are exercised, or the final Extension Term exercised by the Grantor, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, within five (5) calendar days, in writing to the Grantor and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension, or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the SSA and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all Records pertaining in any manner to the Work or the Deliverables (including, but not limited to the operation of programs). Grantee shall maintain such records for a period (the "Record Retention Period") of five years following the date of submission to the Grantor of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the Grantor, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection & Access to Records

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee or its subgrantee or Subcontractors Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than twenty-four hours notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State as follows:

- i. All grant-funded activities performed by the Grantee, its Subcontractors, its subgrantees, or both, shall be subject to the inspection and approval of Grantor, and Grantee shall furnish all information concerning the grant-funded activities.

determination based on this review. The calculation, determination or payment amount that results from the Grantor's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the Grantor has concluded its review, and the Grantor shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. Available Funds-Contingency-Termination

Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the Grantor's liability for such payments shall be limited to the amount remaining of such Grant Funds. If federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the Grantor may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability.

iv. Federal Recovery

The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the Grantor to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Reimbursement of Grantee Costs

Grantor shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Agreement § 5 (Payments to Grantee) and **Exhibit B** (Payment Terms and Provisions and Budget) for all allowable costs described in this Agreement and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement with written approval from the Grantor. The change shall not modify the total maximum amount of this Agreement, the maximum amount for any State fiscal year, or modify any requirements of the Work. Grantor shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work and Deliverable(s) after review and approval thereof, subject to the provisions of this Agreement and **Exhibit A** (Statement of Work). Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantor shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Deliverables provided; and
- ii. Equal to the actual net cost to Grantee (i.e., the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out

Grantee shall close out this Award within thirty (30) calendar days after the Fund Expenditure End Date shown on the Cover Page of this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. **REPORTING –NOTIFICATION**

A. Quarterly Reports

In addition to any reports required in this Agreement or pursuant to **Exhibit E** (SLFRF Subrecipient Quarterly Report), for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the Grantee and the State of Connecticut. Progress reports shall be submitted to the Grantor not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the Grantor.

the Grantee to continue to furnish Services and the State to pay for such Services under this Agreement) prior to the date by which all Services required to be provided by the Grantee pursuant to this Agreement are to be furnished in accordance with its terms.

QQ. “**Title**” shall mean all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to any software or Services.

RR. “**United States Treasury**” or “**UST**” means the United States Department of Treasury.

SS. “**Work**” means the activities and Deliverables listed in **Exhibit A** (Statement of Work).

TT. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Agreement Effective Date that is used, without modification, in the performance of the Work.

4. STATEMENT OF WORK AND USE OF THE FUNDS

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A** (Statement of Work). The Grantor shall have no liability to compensate Grantee for the delivery of Work or Deliverables that are not specifically set forth in this Agreement. The Grantee agrees to expend the Grant Funds awarded pursuant to this Agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The Grantor shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum Amount for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The Grantor shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibits A & B** (Statement of Work; Payment Terms and Provisions and Budget).
- b. Grantee shall initiate payment requests by invoice to the Grantor, in a form and manner approved by the Grantor.
- c. The Grantor shall pay each invoice within forty-five (45) Business Days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the Grantor determines that the amount of any invoice is not correct, then it shall notify Grantee (i.e., Section 14 Notice) within thirty (30) Business Days of receipt of the invoice, and Grantee shall make all changes necessary to correct that invoice within fifteen (15) Business Days of such notice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Payment Disputes

If Grantee disputes any Grantor § 5.B.i.c. notice, Grantee shall notify the Grantor in writing of its dispute within thirty (30) Business Days following Grantee’s receipt of Grantor’s § 5.B.i.c. notification. The Grantor will review the information presented by Grantee and may make changes to its

provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- GG. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- HH. **“Records”** means all working papers and such other information, data and materials (including, but not limited to, documents, data, plans, books, e-mail, text messages, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence) that are prepared, generated, kept or stored or accumulated by the Grantee or its Subcontractors (whether in electronic, hard copy or other form) for, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement (including, but not limited to, the performance, nonperformance and/or any other acts or omissions of the Grantee, its Subcontractors, any of either’s Related or Affiliated Parties, the State or any of its officers, agents representatives or employees under, in connection with or in relation to this Agreement and/or any Bids that were submitted prior to the execution of the same).
- II. **“Solicitation”** means a request by the Grantor, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.
- JJ. **“State”** means the Grantor, and his or her authorized agents, employees and designees and any office, department, board, council, commission, institution or other agency or entity of the State of Connecticut.
- KK. **“State Agency”** means any agency with a department head, as defined in C.G.S. § 4-5.
- LL. **“State Confidential Information”** means any and all State Records not subject to disclosure under the Connecticut Freedom of Information Act (“FOIA”). State Confidential Information shall include, but is not limited to, PII, PHI, tax information, Confidential Information, and State personnel records not subject to disclosure under FOIA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to FOIA, C.G.S. § 1-200, *et. seq.*, (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- MM. **“State Single Audit Act”** means state single audit required by C.G.S. §§ 4-230 through 4-236, as amended, for non-state entities that expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year.
- NN. **“Subcontractor”** means and includes all of the third-party subcontractors, consultants, licensees, and concessionaires (including, but not limited to, any design or other professionals), if any, that are engaged by Grantee, or are allowed, to perform any work, business or advice, or supply any materials, under or in connection with this Agreement during the Term hereof.
- OO. **“Subgrantor”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient. Per UST’s Uniform Guidance, where a subgrantor is serving as subrecipient that is assisting the state to implement a program or provide services to beneficiaries, it subject to the same requirements as the State.
- PP. **“Terminate,” “Terminates,” “Terminating,” “Terminated,” and “Termination”** refer to the act of ending the Term of the Agreement (and, except as otherwise provided in this Agreement, the obligations of

Information, that is collected, compiled, stored, or used for reference or analysis and included as part of the Grantee's deliverables that are given to the State through an approved interface feed (whether in electronic, hard copy or other form) provided by the Grantee or its contractor, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement.

- P. **"Deliverable(s)"** means the item(s) listed in **Exhibit A** (Statement of Work) of the Agreement.
- Q. **"Eligible Beneficiary"** means individuals and organizations that received SLFRF funds as end users.
- R. **"Encryption"** means the rendering of electronic data into a form that is unreadable or unusable without the use of a confidential process or key.
- S. **"Expiration"** means the end of the Agreement term.
- T. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- U. **"Extension Term"** means the time period defined in § 2.C (Term and Agreement Effective Date).
- V. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a federal program.
- W. **"Federal Awarding Agency"** means a federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.
- X. **"Federal Single Audit" or "Single Audit"** means a federal single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. §§ 7501-7507). 2 CFR § 200.501.
- Y. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the Grantor under this Agreement.
- Z. **"Grantee" or "Contractor"** means the grantee listed on the Cover Page of this Agreement.
- AA. **"Grantee Parties"** means Grantee's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom Grantee is in privity of oral or written contract and Grantee intends for such other person or entity to Perform under the Agreement in any capacity.
- BB. **"Party"** means the Grantor or Grantee, and "Parties" means both the Grantor and Grantee.
- CC. **"Performance"** means the fulfillment of the agreement in the Agreement, in whole or in part, according to its terms.
- DD. **"Person"** means and includes all-natural persons as well as any and all business, governmental or other entities that are recognized as having a separate and distinct existence, and thus the rights of a person, under law.
- EE. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.G.S. §§ 4e-70 and 36a-701b.
- FF. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the

- G. **"Bidder"** means a person (including, but not limited to, any business or other entity) which responds to a Solicitation.
- H. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under C.G.S. §§ 4e-35 or 4e-38, or both, at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- I. **"Budget"** means the budget for the Work and Deliverables described in **Exhibit B**.
- J. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in C.G.S. § 1-4.
- K. **"Claims"** means any and all claims, demands, suits, actions, causes of action, losses, liabilities, damages, judgments, orders, decrees, requests for injunctive and/or declaratory relief, fines, liens, debts, charges, executions, penalties, interest and expense whatsoever (including, but not limited to, all reasonable attorney's fees, court costs, expert and other professional fees and other costs of investigation and defense of any of the foregoing), whether mature or unmatured, contingent, or known or unknown, which are, have been or may be made, brought, issued or awarded at law or in equity, or under or in connection with any administrative rule or proceeding, in any forum.
- L. **"Confidential Information"** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- M. **"Confidential Information Breach"** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Grantee, the Grantor or State.
- N. **"C.G.S."** shall mean Connecticut General Statutes.
- O. **"Data"** means all the State's facts and statistics (including, but not limited to, Confidential Information, non-public numerical information, non-public eligibility information, tax information, non-public employment information, non-public wage information, non-public unemployment information, non-public insurance information, non-public workers' compensation records, that is collected, compiled, stored, or used for reference or analysis and included as part of the State's deliverables as well as, drawings, video, pictures, specifications, notes, reports, records, estimates, summaries, memoranda, and correspondence that are shared with the Grantee through an approved interface feed (whether in electronic, hard copy or other form) provided by the State for, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement, and it shall also mean and include all data collected from applicants and trainees including, but not limited to, name of person, address, contact telephone number, contact e-mail address, Confidential

1. PARTIES

This Agreement is a grant entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF CONNECTICUT acting by and through the State agency named on the Cover Page for this Agreement (the “Grantor”). Grantee and the Grantor agree to the terms and conditions in this Agreement.

2. TERM AND AGREEMENT EFFECTIVE DATE

A. Agreement Effective Date

This Agreement shall not be valid or enforceable until the Agreement Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page of this Agreement. The Grantor shall not be bound by any provision of this Agreement before the Agreement Effective Date and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Agreement Effective Date (Payments to Grantee), or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Cover Page for this Agreement and shall terminate on the Agreement Expiration Date shown on the Cover Page for this Agreement unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - Grantor’s Option

☐ Grantor check box if the section is not applicable to the Agreement.

The Grantor, at its discretion, shall have the option to extend the performance under this Agreement beyond the Agreement Expiration Date for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). All amendments, if any, shall be in writing, fully executed by the Parties and reviewed and approved by the Connecticut Attorney General. **(Reminder – All ARPA monies must be committed by a legally binding agreement and any amendment on or before December 31, 2024).**

3. DEFINITIONS

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

- A. **“Agreement”** or **“Contract”** means this grant agreement, including all attached Exhibits, all documents incorporated by reference, and any future modifications thereto.
- B. **“Agreement Effective Date”** means the date listed on the Agreement Cover Page.
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- D. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- E. **“Beneficiary”** means a person, entity or organization that is entitled to financial assistance under ARPA if certain qualifying events are met. The UST guidelines prescribe different compliance and reporting responsibilities for beneficiaries, which should be reviewed for guidance.
- F. **“Bid”** means a response to any Solicitation.

Memo

To:	Common Council and Public Safety and General Government Committee
From:	Deputy Chief Melissa Lepore
CC:	
Re:	State of Connecticut Department of Emergency Services and Public Protection, ARPA-ATV-2023-NWK-1A Grant Acceptance Authorization
Date:	October 24, 2024

The State of Connecticut Department of Emergency Services and Public Protection has awarded the Norwalk Police Department additional funding and extended the expiration date for the American Rescue Plan Act (ARPA)-ATV-2023-NWK-1A grant. The grant, Amendment 1A, award is approved for \$35,000.00. The funding start date is June 01, 2023 and the end date is December 31, 2026.

The Norwalk Police Department has experienced a surge in individuals committing auto theft and other crimes related to auto theft within the City of Norwalk and surrounding municipalities. Funding will pay for increased police patrols to help deter auto thefts, violent crimes, and criminal acts from taking place. The Amendment 1A of ARPA grant allows for an increase of proactive marked and unmarked patrols, criminal investigations into the suspects, or the purchase of approved auto theft and violence related equipment.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-1A grant.
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the State of Connecticut Department of Emergency Services and Public Protection ARPA-ATV-2023-NWK-1A grant.

STATE OF CONNECTICUT GRANT AGREEMENT FOR SLFRF

COVER PAGE

State Agency State of Connecticut Department of Emergency Services and Public Protection	Agreement Number ARPA-ATV-2023-NWK-1A Federal Grant No. <i>SLFRP0128</i>
Grantee: Town of Norwalk UEI/SAMS Number: V7ZTXNBKJM9 FEIN: 06-6011881	Agreement Effective Date 6/1/2023 Agreement Expiration Date 6/30/2025
Agreement Maximum Amount \$35,000	Fund Expenditure End Date 12/31/2026
State Fiscal Year 2024- 2025 \$35,000*	Agreement Authority Be it enacted by the State of Connecticut's Senate and House of Representatives in General Assembly Connecticut General Statutes §§ PA- 22-118 Sec. 10. Section 41 of special act 21-15, as amended by section 306 of public act 21-2 of the June special session and section 3 of special act 22- 2, is amended to read as follows (Effective from passage): The following sums are allocated, in accordance with the provisions of special act 21-1, from the federal funds designated for the state pursuant to the provisions of section 602 of Subtitle M of Title IX of the American Rescue Plan Act of 2021, P.L. 117-2, as amended from time to time, for the annual periods indicated for the purposes described.
* Funds may not be available through the Federal Award End Date subject to the provisions in § 2 (Terms and Agreement Effective Date) and § 5 (Payments to Grantee) below.	

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Payment Terms and Provisions and Budget.
3. Exhibit C, Federal Provisions.
4. Exhibit D, Agreement with Subrecipient of Federal Recovery Funds
5. Exhibit E, SLFRF Subrecipient Quarterly Report
6. Exhibit F, Contractor Terms
7. Exhibit G, Beneficiary Terms

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Federal Provisions.
2. Exhibit D, Agreement with Subrecipient of Federal Recovery Funds.
3. Connecticut Special Provisions in §17 of the main body of this Agreement.
4. The provisions of the other sections of the main body of this Agreement.
5. Exhibit A, Statement of Work.
6. Exhibit B, Payment Terms and Provisions and Budget.
7. Exhibit E, SLFRF Subrecipient Quarterly Report.

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Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0128
Federal Award Date	5/14/2021
Federal Award End Date*	December 31, 2026
Federal Statutory Authority	Section 602(b) of the Social Security Act (the “SSA”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021)
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$2,600,000

* Funds may not be available through the Federal Award End Date subject to the provisions in § 2 (Terms and Agreement Effective Date) and § 5 (Payments to Grantee) below.

For Grantor/DAS Use Only

AMOUNT	FUND	DEPT	SID	PROGRAM	ACCT	BR YR	PROJECT
\$							

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such.

GRANTEE _____ By: Name & Title Date: _____	GRANTOR: STATE OF CONNECTICUT _____ By: Ronnell A. Higgins, Commissioner Date: _____
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[] Grantor check box if the section is not applicable to the Agreement.

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- E. **“Beneficiary”** means a person, entity or organization that is entitled to financial assistance under ARPA if certain qualifying events are met. The UST guidelines prescribe different compliance and reporting responsibilities for beneficiaries, which should be reviewed for guidance.
- F. **“Bid”** means a response to any Solicitation.

- G. **“Bidder”** means a person (including, but not limited to, any business or other entity) which responds to a Solicitation.
- H. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under C.G.S. §§ 4e-35 or 4e-38, or both, at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- I. **“Budget”** means the budget for the Work and Deliverables described in **Exhibit B**.
- J. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in C.G.S. § 1-4.
- K. **“Claims”** means any and all claims, demands, suits, actions, causes of action, losses, liabilities, damages, judgments, orders, decrees, requests for injunctive and/or declaratory relief, fines, liens, debts, charges, executions, penalties, interest and expense whatsoever (including, but not limited to, all reasonable attorney’s fees, court costs, expert and other professional fees and other costs of investigation and defense of any of the foregoing), whether mature or unmatured, contingent, or known or unknown, which are, have been or may be made, brought, issued or awarded at law or in equity, or under or in connection with any administrative rule or proceeding, in any forum.
- L. **“Confidential Information”** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
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- N. **“C.G.S.”** shall mean Connecticut General Statutes.
- O. **“Data”** means all the State’s facts and statistics (including, but not limited to, Confidential Information, non-public numerical information, non-public eligibility information, tax information, non-public employment information, non-public wage information, non-public unemployment information, non-public insurance information, non-public workers’ compensation records, that is collected, compiled, stored, or used for reference or analysis and included as part of the State’s deliverables as well as, drawings, video, pictures, specifications, notes, reports, records, estimates, summaries, memoranda, and correspondence that are shared with the Grantee through an approved interface feed (whether in electronic, hard copy or other form) provided by the State for, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement, and it shall also mean and include all data collected from applicants and trainees including, but not limited to, name of person, address, contact telephone number, contact e-mail address, Confidential

Information, that is collected, compiled, stored, or used for reference or analysis and included as part of the Grantee's deliverables that are given to the State through an approved interface feed (whether in electronic, hard copy or other form) provided by the Grantee or its contractor, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement.

- P. **"Deliverable(s)"** means the item(s) listed in **Exhibit A** (Statement of Work) of the Agreement.
- Q. **"Eligible Beneficiary"** means individuals and organizations that received SLFRF funds as end users.
- R. **"Encryption"** means the rendering of electronic data into a form that is unreadable or unusable without the use of a confidential process or key.
- S. **"Expiration"** means the end of the Agreement term.
- T. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- U. **"Extension Term"** means the time period defined in § 2.C (Term and Agreement Effective Date).
- V. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a federal program.
- W. **"Federal Awarding Agency"** means a federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.
- X. **"Federal Single Audit" or "Single Audit"** means a federal single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. §§ 7501-7507). 2 CFR § 200.501.
- Y. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the Grantor under this Agreement.
- Z. **"Grantee" or "Contractor"** means the grantee listed on the Cover Page of this Agreement.
- AA. **"Grantee Parties"** means Grantee's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom Grantee is in privity of oral or written contract and Grantee intends for such other person or entity to Perform under the Agreement in any capacity.
- BB. **"Party"** means the Grantor or Grantee, and "Parties" means both the Grantor and Grantee.
- CC. **"Performance"** means the fulfillment of the agreement in the Agreement, in whole or in part, according to its terms.
- DD. **"Person"** means and includes all-natural persons as well as any and all business, governmental or other entities that are recognized as having a separate and distinct existence, and thus the rights of a person, under law.
- EE. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.G.S. §§ 4e-70 and 36a-701b.
- FF. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the

provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- GG. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- HH. **“Records”** means all working papers and such other information, data and materials (including, but not limited to, documents, data, plans, books, e-mail, text messages, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence) that are prepared, generated, kept or stored or accumulated by the Grantee or its Subcontractors (whether in electronic, hard copy or other form) for, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement (including, but not limited to, the performance, nonperformance and/or any other acts or omissions of the Grantee, its Subcontractors, any of either’s Related or Affiliated Parties, the State or any of its officers, agents representatives or employees under, in connection with or in relation to this Agreement and/or any Bids that were submitted prior to the execution of the same).
- II. **“Solicitation”** means a request by the Grantor, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.
- JJ. **“State”** means the Grantor, and his or her authorized agents, employees and designees and any office, department, board, council, commission, institution or other agency or entity of the State of Connecticut.
- KK. **“State Agency”** means any agency with a department head, as defined in C.G.S. § 4-5.
- LL. **“State Confidential Information”** means any and all State Records not subject to disclosure under the Connecticut Freedom of Information Act (“FOIA”). State Confidential Information shall include, but is not limited to, PII, PHI, tax information, Confidential Information, and State personnel records not subject to disclosure under FOIA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to FOIA, C.G.S. § 1-200, *et. seq.*, (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- MM. **“State Single Audit Act”** means state single audit required by C.G.S. §§ 4-230 through 4-236, as amended, for non-state entities that expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year.
- NN. **“Subcontractor”** means and includes all of the third-party subcontractors, consultants, licensees, and concessionaires (including, but not limited to, any design or other professionals), if any, that are engaged by Grantee, or are allowed, to perform any work, business or advice, or supply any materials, under or in connection with this Agreement during the Term hereof.
- OO. **“Subgrantor”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient. Per UST’s Uniform Guidance, where a subgrantor is serving as subrecipient that is assisting the state to implement a program or provide services to beneficiaries, it subject to the same requirements as the State.
- PP. **“Terminate,” “Terminates,” “Terminating,” “Terminated,” and “Termination”** refer to the act of ending the Term of the Agreement (and, except as otherwise provided in this Agreement, the obligations of

the Grantee to continue to furnish Services and the State to pay for such Services under this Agreement) prior to the date by which all Services required to be provided by the Grantee pursuant to this Agreement are to be furnished in accordance with its terms.

QQ. **“Title”** shall mean all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to any software or Services.

RR. **“United States Treasury” or “UST”** means the United States Department of Treasury.

SS. **“Work”** means the activities and Deliverables listed in **Exhibit A** (Statement of Work).

TT. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Agreement Effective Date that is used, without modification, in the performance of the Work.

4. STATEMENT OF WORK AND USE OF THE FUNDS

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A** (Statement of Work). The Grantor shall have no liability to compensate Grantee for the delivery of Work or Deliverables that are not specifically set forth in this Agreement. The Grantee agrees to expend the Grant Funds awarded pursuant to this Agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The Grantor shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum Amount for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The Grantor shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibits A & B** (Statement of Work; Payment Terms and Provisions and Budget).
- b. Grantee shall initiate payment requests by invoice to the Grantor, in a form and manner approved by the Grantor.
- c. The Grantor shall pay each invoice within forty-five (45) Business Days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the Grantor determines that the amount of any invoice is not correct, then it shall notify Grantee (i.e., Section 14 Notice) within thirty (30) Business Days of receipt of the invoice, and Grantee shall make all changes necessary to correct that invoice within fifteen (15) Business Days of such notice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Payment Disputes

If Grantee disputes any Grantor § 5.B.i.c. notice, Grantee shall notify the Grantor in writing of its dispute within thirty (30) Business Days following Grantee’s receipt of Grantor’s § 5.B.i.c. notification. The Grantor will review the information presented by Grantee and may make changes to its

determination based on this review. The calculation, determination or payment amount that results from the Grantor's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the Grantor has concluded its review, and the Grantor shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. **Available Funds-Contingency-Termination**

Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the Grantor's liability for such payments shall be limited to the amount remaining of such Grant Funds. If federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the Grantor may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability.

iv. **Federal Recovery**

The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the Grantor to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. **Reimbursement of Grantee Costs**

Grantor shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Agreement § 5 (Payments to Grantee) and **Exhibit B** (Payment Terms and Provisions and Budget) for all allowable costs described in this Agreement and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement with written approval from the Grantor. The change shall not modify the total maximum amount of this Agreement, the maximum amount for any State fiscal year, or modify any requirements of the Work. Grantor shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work and Deliverable(s) after review and approval thereof, subject to the provisions of this Agreement and **Exhibit A** (Statement of Work). Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantor shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Deliverables provided; and
- ii. Equal to the actual net cost to Grantee (i.e., the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. **Close-Out**

Grantee shall close out this Award within thirty (30) calendar days after the Fund Expenditure End Date shown on the Cover Page of this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING – NOTIFICATION

A. **Quarterly Reports**

In addition to any reports required in this Agreement or pursuant to **Exhibit E** (SLFRF Subrecipient Quarterly Report), for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the Grantee and the State of Connecticut. Progress reports shall be submitted to the Grantor not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the Grantor.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten (10) calendar days after being served, provide notice to Grantor in accordance with § 14 of this Agreement of such action and deliver copies of such pleading or document to the Grantor.

C. Performance and Final Status

Grantee shall submit all final financial, performance and other reports to the Grantor no later than thirty (30) calendar days after the end of the Agreement Expiration Date specified in § 2.B., if no Extension Terms are exercised, or the final Extension Term exercised by the Grantor, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, within five (5) calendar days, in writing to the Grantor and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension, or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the SSA and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all Records pertaining in any manner to the Work or the Deliverables (including, but not limited to the operation of programs). Grantee shall maintain such records for a period (the "Record Retention Period") of five years following the date of submission to the Grantor of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the Grantor, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection & Access to Records

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee or its subgrantee or Subcontractors Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than twenty-four hours notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State as follows:

- i. All grant-funded activities performed by the Grantee, its Subcontractors, its subgrantees, or both, shall be subject to the inspection and approval of Grantor, and Grantee shall furnish all information concerning the grant-funded activities.

- ii. Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the State of Connecticut Auditor for Public Accounts (“APA”), Connecticut Attorney General and Connecticut State’s Attorney and their respective agents and Grantor or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its Subcontractors or subgrantees pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records.
- iii. Grantor or its representatives will give the Grantee and its Subcontractors and subgrantees at least twenty-four (24) hours notice of such intended examination. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- iv. At Grantor’s request, the Grantee and Subcontractors and subgrantees shall provide Grantor with hard copies or an electronic format of any data or information in the possession or control of the Grantee, Subcontractor and subgrantee which pertains to Grantor's business under this Agreement. The Grantee shall make all of its and the Subcontractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.
- v. The Grantee shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Grantee under this Agreement. The Grantee shall remit full payment to the State for such audit or inspection no later than thirty (30) calendar days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Grantee in accordance with this Agreement’s setoff provision.
- vi. The Grantee shall retain and maintain accurate records and documents relating to performance of activities under this Agreement for a minimum of five (5) years after all funds have been expended or returned to Treasury, whichever is later. If any litigation, claim or audit is started before the expiration date of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- vii. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with Grant Funds shall be retained for five (5) years after the final disposition of said property.
- viii. Any Subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of activities under this Agreement for a minimum of five (5) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by the APA, Grantor or its representative or the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives.
- ix. The Grantee shall cooperate fully with the Grantor and its agents in connection with an audit or inspection. Following any audit or inspection, the Grantor may conduct and the Grantee shall cooperate with an exit conference.
- x. The Grantee shall incorporate this paragraph verbatim into any agreement it enters into with any Subcontractor or subgrantee providing services and/or conducting activities under this Agreement.**

C. Monitoring

The Grantor will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the Grantor. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the Grantor to perform all monitoring required by the Uniform Guidance, based on the Grantor's risk analysis of Grantee and this Agreement. The Grantor shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The Grantor shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the Grantor a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a Single Audit under 2 CFR § 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the Grantor within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Protection of Confidential Information

- i. Grantee and Grantee Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- ii. Each Grantee or Grantee Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Grantor or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - e. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- iii. The Grantee and Grantee Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Grantee or its Grantee Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Grantee shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Grantor and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Grantee at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Grantee's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Grantor, any State of Connecticut entity or any affected individuals.

- iv. The Grantee shall incorporate the requirements of this Section in all subcontracts requiring each of its Grantor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- v. Nothing in this Section shall supersede in any manner Grantee's or its Grantor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 or the provisions of this Agreement concerning the obligations of the Grantee as a Business Associate, as such term is defined in 45 C.F.R. §160.103, of the Grantor.

The provisions of this section shall survive the Expiration or earlier Termination of this Agreement.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Procurement conflicts

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons or other interest in or a tangible personal benefit from an entity considered for a contract (i.e., 2 C.F.R. § 200.318).

D. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the Grantor a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the Grantor's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. INSURANCE

- A. The Grantee agrees that while performing any activities specified in this Agreement, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the activities to be performed, so as to "save harmless" Grantor and the State of Connecticut from any insurable cause whatsoever.
- B. Before commencing Performance, the Grantee shall obtain and maintain at its own cost and expense for the duration of the Agreement, the following insurance as described in (i) through (vii) below through an insurance company or companies licensed to do business in the State of Connecticut under forms of policies

approved by the State Insurance Commissioner to do business in Connecticut. Grantee shall assume any and all deductibles in the described insurance policies. The Grantee's insurers shall have no right of recovery or subrogation against the State and the described Grantee's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Agreement, then automobile coverage is not required.
 - iii. Professional Liability: \$1,000,000 limit of liability.
 - iv. [☐] Grantor check box if the section is not applicable to the Agreement. Errors and Omissions Insurance which covers any computer system or software architecture, engineering, design, accounting, legal or other professional services under or in connection with this Agreement, at such party's sole cost and expense, in an amount not less than \$2,000,000 per occurrence. In the case of any computer system or software engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the project on or for which any such services are rendered; otherwise, the professional involved shall maintain such coverage for a period of at least three (3) years following completion of its work hereunder. If coverage is procured by any professional on a claims made basis, the retroactive date must be the date prior to the professional's commencement of any work under or pursuant to this Agreement or the project to which it relates, whichever is earlier.
 - v. Worker's Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
 - vi. [☒] Grantor check box if the section is not applicable to the Agreement. Cyber/Network Security and Privacy Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$2,000,000 general aggregate.
 - vii. Crime Insurance including employee dishonesty coverage with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
- C. Said policy or policies shall cover all of the Grantor's activities under this Agreement and shall state that it is primary insurance in regard to the State, its officers and employees. The Grantor shall be named as an additional insured.
- D. None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Grantee are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Grantee under this Agreement.

- E. Grantee shall deliver Certificates of Insurance relating to all of the above referenced coverages to the Grantor at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) calendar days advance notice will be given in writing to the Grantor prior to cancellation, termination or alteration of said policies of insurance.
- F. All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least thirty (30) calendar days prior notice to Grantee and Grantee shall forward such notice to the Grantor in accordance with § 14 (Notices) within seven calendar days of Grantee's receipt of such notice.

11. BREACH OF AGREEMENT & REMEDIES

- A. In the event of a Breach of Agreement, the aggrieved Party shall give written Notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) calendar days after the delivery of written notice, the Party may exercise any of the remedies as described in herein for that Party. Notwithstanding any provision of this Agreement to the contrary, the Grantor, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under C.G.S. §§ 4e-35 & 4e-38, the Grantor, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.
- B. Grantor's remedies. If Grantee is in breach under any provision of this Agreement and fails to cure such breach, Grantor, following the notice and cure period specified in this section, shall have all of the remedies listed in this section, below § 12 (Termination), and elsewhere in this Agreement, in addition to all other remedies set forth in this Agreement or at law. The Grantor may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.
- C. Grantee's Remedies. If the Grantor is in breach of any provision of this Agreement and fails to cure such breach, Grantee, following the notice and cure period specified in this Section and the dispute resolution process in § 13 (Dispute Resolution) shall have the rights to terminate this Agreement and proceed under Chapter 53 of the C.G.S.
- D. Intellectual Property. If any Work infringes, or if the Grantor in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the Grantor (i) secure that right to use such Work for the Grantor and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the Grantor.

12. TERMINATION

- A. Notwithstanding any provisions in this Agreement, the Grantor, through a duly authorized employee, may Terminate the Agreement whenever the Grantor makes a written determination that such Termination is in the best interests of the State. The Grantor shall notify the Grantee in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Grantor must complete its Performance under the Agreement prior to such date.
- B. Notwithstanding any provisions in this Agreement, the Grantee, through a duly authorized employee, may, after making a written determination that the Grantor has breached the Agreement and following the dispute resolution process in § 13, Terminate the Agreement by providing written notice via certified mail, return

receipt requested, to the Grantor at the most current address which the Grantor has furnished to the Grantee for purposes of correspondence, or by hand delivery.

- C. The Grantor shall send the notice of Termination via certified mail, return receipt requested, to the Grantee at the most current address which the Grantee has furnished to the Grantor for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Grantor, the Grantee shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Grantor all Records and Data. The Records are deemed to be the property of the Grantor and the Grantee shall deliver them to the Grantor no later than thirty (30) calendar days after the Termination of the Agreement or fifteen (15) calendar days after the Grantee receives a written request from the Agency for the Records and Data. The Grantor shall deliver those Records and Data that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- D. Upon receipt of a written notice of Termination from the Grantor, the Grantee shall cease operations as the Grantor directs in the notice, and take all actions that are necessary or appropriate, or that the Grantor may reasonably direct, for the protection, and preservation of the Deliverable(s) and any other property. Except for any work which the Grantor directs the Grantee to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Grantee shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- E. The Grantor shall, within forty-five (45) Business Days of the effective date of Termination, reimburse the Grantee for its Performance rendered and accepted by the Grantor in accordance with **Exhibits A** (Statement of Work) and **B** (Payment Terms and Provisions and Budget), in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Grantee to complete. However, the Grantee is not entitled to receive, and the Grantor is not obligated to tender to the Grantee any payments for anticipated or lost profits. Upon request by the Grantor, the Grantee shall assign to the Grantor, or any replacement contractor which the Grantor designates, all subcontracts, purchase orders and other commitments, deliver to the Grantor all Records and Data and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Grantee's property, equipment, waste material and rubbish related to its Performance, all as the Grantor may request.
- F. For breach or violation of any of the provisions in the section concerning representations and warranties, the Grantor may Terminate the Agreement in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Grantee or Grantee Parties or any third party.
- G. Upon Termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such Termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.
- H. Termination of the Agreement pursuant to this section shall not be deemed to be a breach of contract by the Grantor.
- I. Remedies Not Involving Termination. The Grantor, in its discretion, may exercise one or more of the following additional remedies:
 - i. Suspend Performance
Suspend Grantee's Performance with respect to all or any portion of the Work pending corrective action as specified by the Grantor without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in

accordance with the Grantor's directive, and the Grantor shall not be liable for costs incurred by Grantee after the suspension of performance.

- ii. **Withhold Payment**
Withhold payment to Grantee until Grantee corrects its Work.
- iii. **Deny Payment**
Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.
- iv. **Removal**
Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the Grantor deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the Grantor to be contrary to the public interest or the Grantor's best interest.

13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement, which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the Grantor and a senior manager designated by Grantee for resolution.

14. NOTICE

Unless otherwise expressly provided to the contrary, any other notice provided under this Grant shall be in writing and may be delivered personally or by certified mail, recognized overnight courier, or e-mail in the manner set forth in this section. All notices shall be effective if delivered to the following addresses:

Grantor:	Department of Emergency Services & Public Protection 1111 Country Club Road Middletown, CT 06457 Attention: Aimee P. Plourde, Chief of Fiscal Services Email: Aimee.Plourde@ct.gov Email: despp.autotheftgrant@ct.gov
Grantee:	City or Town Address City, State, Zip Chief Elected Official Name Phone Number E-mail

15. RIGHTS IN DATA AND OTHER INFORMATION

A. Data Exclusive Property of the State

Grantee shall not use, willingly allow, cause or permit Work Product, Data, Records or State materials to be used for any purpose other than the Performance of Grantee's obligations in this Agreement without the prior written consent of the Grantor. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product, Data, Records and State materials to the Grantor in a form and manner as directed by the Grantor.

B. Assignment

Grantee shall assign any necessary software licensing agreements or other related contracts to Grantor or its designee if Grantee ceases to do business or is dissolved, and shall work with Grantor to ensure a seamless transition for the management and administration of the Work and Deliverables.

16. GENERAL PROVISIONS

A. ARPA Federal Provisions & Requirements

Grantee shall comply with all the federal requirements set forth in **Exhibits C** (Federal Provisions) and **D** (Agreement with Subrecipient of Federal Recovery Funds).

If Grantee hires any subcontractor to assist or carry out part of the Agreement, Grantee shall incorporate **Exhibit F** (Contractor Terms) into the resulting contract.

If ARPA funding is to be made to an Eligible Beneficiary to carry out part of this Agreement, Grantee shall have the Eligible Beneficiary complete the form set forth in **Exhibit G** (Beneficiary Attestation Form) and maintain the record in accordance with **§ 7.A**.

B. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the Grantor. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the Grantor shall be subject to the provisions of this Agreement.

C. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the Grantor or the Grantee unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

D. Fiscal Control

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of Grant Funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, Grant Funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to ensure that expenditures charged to grant activities are made for allowable purposes only.

E. Labor and Personnel

- i. At all times, Grantee shall utilize approved, qualified personnel and any State approved subcontractors necessary to perform the services under this Agreement. Grantee shall advise the Grantor promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Grantee involving Grantee's employees or subcontractors or subrecipients which may reasonably be expected to affect Grantee's performance of services under this Agreement. The Grantor may then, at its option, ask Grantee to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the Grantor to provide the services otherwise performable by Grantee hereunder. The Grantee will be responsible to the Grantor for any economic detriment caused the Grantor by such subcontract arrangement.
- ii. Grantee shall, if requested to do so by the Grantor, reassign from the Grantor's account any employee or authorized representatives whom the Grantor, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the

Grantor shall give ten (10) Business Days notice to Grantee of the Grantor's desire for such reassignment. Grantee will then have five (5) Business Days to investigate the situation and attempt, if it so desires, to satisfy the Grantor that the employee should not be reassigned; however, the Grantor's decision in its sole discretion after such five (5) Business Day period shall be final. Should the Grantor still desire reassignment, then five (5) Business Days thereafter, or ten (10) Business Days from the date of the notice of reassignment, the employee shall be reassigned from the Grantor's account.

F. Revised Budget

As set forth in **Exhibit B** (Payment Terms and Provisions and Budget), the approved Budget may be modified at the request of the Grantee if such request is approved in writing by the Grantor. Approval by the Grantor of any modification to the Budget shall not constitute or imply a revision of the Agreement Maximum Amount. Cash requests will be withheld until the revision is received and approved.

G. Audits

- i. In accordance with the following conditions, the Grantee agrees to have conducted audits of each of the fiscal years included in the period of this Agreement and any amendments thereto.
- ii. If the Agreement meets the audit requirements of OMB Circular A-133, Audits of State and Local Governments and Non-Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Auditing Standards Generally Accepted In the United States of America, Government Auditing Standards issued by the Comptroller General of the United States, as well as OMB Circular A-133 and 2 CFR Part 200, Subpart F Audit Requirements. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$750,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee expended Financial Assistance under only one federal program during its fiscal year. For audit purposes, State or Grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted to the Federal Audit Clearinghouse by the earlier of thirty (30) calendar days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.
- iii. Any Grantee financial audit report or Single Audit report must be submitted electronically on OPM's Electronic Audit Reporting System (EARS) at the web address indicated below and also sent to the Grantor Agency as provided in § 14 (Notice) of this Agreement. Independent auditors are to electronically file the audit report packages of their clients on EARS and with the Grantor agency.

Web address: <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>

H. Unexpended Funds and or Disallowed Costs

If project costs are less than the Agreement, and or any project costs have been disallowed, the Grantee shall return or forfeit the unexpended/disallowed funds to Grantor as provided in the Agreement.

I. Grant Extensions

No extensions to the end date of a grant shall be made if an Agreement's end date has already passed or an extension is prohibited by ARPA.

J. Subrecipients and Subcontractors

Grantee shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the Grantor. Grantee shall submit to the Grantor a copy of each such subgrant or Subcontract upon request by the Grantor. All subgrants and Subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Connecticut, and shall be subject to all provisions of this Agreement. ***If the entity with whom Grantee enters into a subgrant would also be considered a Subrecipient, then the subgrant entered into by Grantee shall also contain provisions set forth in Exhibits C and D permitting both Grantee and the Grantor to perform all monitoring of that subgrant in accordance with the UST Uniform Guidance.***

K. Binding Effect

Except as otherwise provided in § 16.B (General Conditions), all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

L. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

M. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

N. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

O. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

P. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Connecticut law, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

Q. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Connecticut State law and State fiscal rules, and, if applicable approved by the Connecticut Attorney General.

R. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State fiscal rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Agreement Effective Date.

S. External Terms and Conditions

Notwithstanding anything to the contrary herein, the Grantor shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

T. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

U. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State sales and use taxes under C.G.S. § 12-412(1), (CERT -134 Exempt Purchases by Qualifying Governmental Agencies – Connecticut Department of Revenue Services Form). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

W. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§ 16.B** (General Conditions), this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

X. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Y. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

Z. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Agreement Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

AA. Indemnification

See § 17. D.

BB. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

CC. Accessibility

Grantee shall comply with, and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of the Accessibility Standards for Individuals with a Disability.

17. CONNECTICUT SPECIAL PROVISIONS

A. Nondiscrimination and Affirmative Action

i. Definitions

- a. "Commission" means the Commission on Human Rights and Opportunities;
- b. "Contract" and "contract" means this Agreement and includes any extension or modification of the Contract or contract;
- c. "Contractor" and "contractor" means Grantee and includes any successors or assigns of the Contractor or contractor;
- d. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- e. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations
- f. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- g. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- h. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- i. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

- j. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- ii. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- iii. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- iv. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- v. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be

binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- vi. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- vii. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- viii. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- ix. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

B. Executive Orders and Other Enactments

- i. All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the

Grantee is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or Grantor's authority to require compliance with the Enactments.

- ii. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.
- iii. This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Department of Administrative Services Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

C. HIPAA

- [☒] Grantor check box if the section is not applicable to the Agreement;
(Instructions – Grantor must add State HIPAA boilerplate if applicable to Agreement).

D. Indemnification

- i. The Grantee shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Grantee or Grantee's Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Grantee shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. The Grantee's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Grantor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- ii. The Grantee shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- iii. The Grantee shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Grantee or any Grantee Parties. The State shall give the Grantee reasonable notice of any such Claims.
- iv. The Grantee's duties under this Section shall remain fully in effect and binding in accordance with the terms of the Agreement, without being lessened or compromised in any way, even where the Grantee is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- v. The Grantee shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. To the extent applicable, the Grantee shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to Grantor all in an electronic format acceptable to Grantor prior to the Agreement Effective Date of the Agreement evidencing that

the State is an additional insured. The Grantee shall not begin Performance until the delivery of these 3 documents to Grantor. Grantee shall provide an annual electronic update of the 3 documents to Grantor or before each anniversary of the Agreement Effective Date during the Agreement term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

- vi. **This Section shall survive the Termination of the Agreement and shall not be limited by reason of any insurance coverage.**

E. Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with Grant Funds awarded pursuant to this agreement, shall adhere to the requirements of Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. “Municipal Public Works Contract” is defined in accordance with Connecticut General Statutes § 4a-60g(a)(14) and “Quasi Public Agency Project” is defined in accordance with Connecticut General Statutes § 4a-60g(a)(15).

F. Whistleblowing & Retaliation

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Grantee takes or threatens to take any personnel action against any employee of the Grantee in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Connecticut Auditors of Public Accounts or the Connecticut Attorney General under the provisions of subsection (a) of such statute, the Grantee shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Connecticut Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

G. Campaign Contribution and Solicitation Prohibitions

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

H. Large State Construction or Procurement Contract

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the Grantor has provided to the Grantee the summary of State ethics laws developed by the Office of State Ethics pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Grantee represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions

of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Grantee shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

I. Freedom of Information Act.

The Grantor is a “public agency” for purposes of FOIA. Accordingly, this Agreement and any correspondence, documents or other information delivered to the Grantor in connection therewith will be considered public records and will be subject to disclosure under FOIA. Under Connecticut General Statutes § 1-210(b), FOIA includes exemptions for “trade secrets” and “commercial or financial information given in confidence, not required by statute”, but only the particular information falling within one of these exemptions can be withheld by the Grantor if the Grantor receives a FOIA request that encompasses such information. In particular, Grantee should be aware that:

- i. The State has no obligation to notify the Grantee of any FOIA request received by the State.
- ii. The State may disclose materials claimed to be exempt if in its judgment such materials do not appear to fall within a statutory exemption.
- iii. The State shall use all reasonable efforts to notify Grantee of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed by Grantee, but the State has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to a FOIA request.
- iv. Grantee will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding.
- v. In no event shall the State or any of its officers, directors, or employees have any liability for the disclosure of documents or information in the State’s possession where the State, or such officer, director, or employee, in good faith believes the disclosure to be required under FOIA or other law.
- vi. If the Grantee receives any freedom of information request, subpoena, notice or other request for any of the Data, records, deliverables, or documentation relating to this Agreement, Grantee shall notify the Grantor of such requests within three (3) Business Days, but Grantee has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information.
- vii. To the extent that any other provision or part of the Agreement conflicts or is in any way inconsistent with this section, this section controls and the conflicting provision or part shall not be given effect.

J. Disclosure of Records.

This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a

person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

K. Grantee's Representations and Warranties

- i. Grantee represents and warrants to the Grantor that:
 - a. The execution and delivery of this Agreement is within the power and authority of Grantee and is not in contravention of any law, organizational document, bylaw, agreement or undertaking to which Grantee is a party and no consent, license or approval is or will be necessary for the valid execution and delivery of this Agreement;
 - b. Grantee is duly and validly existing under the laws of its respective state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, as appropriate, it has taken all necessary action to authorize the execution, delivery and performance of the bid and the Agreement and has the power and authority to execute, deliver and perform its obligations under the Agreement;
 - c. Grantee shall comply with all applicable State and Federal laws in satisfying its obligations to the Grantor under and pursuant to the Agreement, including, but not limited to (i) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics, (ii) all applicable federal ethics rules and requirements, (iii) Title 4a concerning State purchasing, and (iv) all information technology protocols;
 - d. The execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) an Event of Default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or the State; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - e. Grantee has all permits, licenses, franchises and other similar authorizations necessary for its Performance under this Agreement and is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for such performance. Grantee is not in violation, nor will the Agreement cause a violation of the terms or provisions of any such franchise, permit, license or similar authorization;
 - f. Grantee warrants that the deliverables will fully comply with the Agreement and will be performed with reasonable care in a diligent, workmanlike and competent manner that shall comply with all federal, state and local laws, regulations, mandates and/or requirements, and Grantee shall cure defects, if any, in a reasonable time;
 - g. Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - h. Grantee has no pending claims, actions, suits, proceedings pending against it for any security breaches, data breaches, commingling of data, improper or illegal use of client data or software licensing violations;
 - i. As applicable, Grantee has not, within the three (3) years preceding the Agreement, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would perform under the Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
 - j. Grantee is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

- k. Grantee has not within the three (3) years preceding the Agreement had one or more contracts with any governmental entity terminated;
- l. Grantee has not employed an employee who has been determined to be a source for any security breach;
- m. Grantee has not employed or retained any entity or person, other than a bonafide employee working solely for it, to solicit or secure the Agreement and it has not paid or agreed to pay any entity or person, other than a bonafide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Agreement or any assignments made in accordance with the Terms of the Agreement;
- n. To the best of its knowledge, there are no Claims involving Grantee or Grantee's Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement;
- o. Grantee shall disclose, to the best of its knowledge, to the Grantor in writing any Claims involving it that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement, no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Grantee's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Agreement concerning Disclosure of Grantee's Parties litigation shall run consecutively with the ten (10) calendar days provided for in this representation and warranty;
- p. There is no action, lawsuit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to Grantee's knowledge, threatened against or affecting it, which could or might materially adversely affect its obligations hereunder or any of the transactions contemplated hereunder;
- q. Grantee's participation in the procurement process, if applicable, or the Agreement Award is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics or the applicable federal ethics code requirements;
- r. The Agreement was not made with collusion or fraud;
- s. Grantee shall obtain in a written acknowledgement all of the representations and warranties in this section from any Grantee's Parties and require that such representations and warranties be included in any contracts and purchase orders with such Grantee's Parties;
- t. Grantee has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- u. Grantee has a record of compliance with Occupational Safety and Health Administration ("OSHA") regulations without any unabated, willful or serious violations;
- v. Grantee owes no unemployment compensation contributions;
- w. Grantee is not delinquent in the payment of any taxes owed or, it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes;
- x. All of Grantee's vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse;
- y. Grantee has vested plenary authority to bind the Grantor's Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Agreement and that all appropriate parties shall also provide, no later than fifteen (15) calendar days after receiving a request from the Grantor, such information as the Grantor may require to evidence, in the Grantor's sole determination, compliance with this section;

- z. Grantee either owns or has the authority to use all Title of and to all relevant software, and such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- aa. Grantee's Platform does not (a) infringe or misappropriate any patent, trade secret or other intellectual property rights of a third party; or (b) violate any law, statute, ordinance or regulation;
- bb. Grantee has entered into license agreements which permit Grantee to use third-party software and any subcontractor's software, and to permit the Grantor and third parties to use such third-party software and any subcontractor's software, as expressly permitted under this Agreement; and;
- cc. Grantor's use of any software shall not infringe or misappropriate any patent, trade secret or other intellectual property rights of a third party.

L. Access to Contract and Data

The Grantee shall provide to the Grantor access to any data, as defined in C.G.S. § 4e-1, concerning the Agreement and Grantor that are in the possession or control of the Grantee upon demand and shall provide the data to Grantor in a format prescribed by Grantee and the State Auditors of Public Accounts at no additional cost.

M. State Single Audit

For purposes of this paragraph, the word "Grantee" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Grantee shall provide for an annual financial audit acceptable to the Grantor for any expenditure of state-awarded funds made by the Grantee. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Grantee will comply with federal and state single audit standards as applicable.

If the Grantee meets the requirements of the State Single Audit Act, C.G.S. §§ 4-230 through 4-236, as amended, the Grantee's independent auditor is required to submit a State Single Audit Report to Grantor. C.G.S. § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from Grantor for this Agreement and it is the only State Financial Assistance that the Grantee has expended during its fiscal year. The State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, should be uploaded by the Grantee's independent auditor to the State of Connecticut Office of Policy and Management's Electronic Audit Reporting System (EARS) website no later than six months after the end of the audit period (Web address: <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>) and a copy shall be given to the Grantor agency. The Grantee shall submit one hard copy of the State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, to the Office of Policy and Management / Office of Finance no later than six months after the end of the audit period. The Grantee shall also submit Form DE-2017 Supplement to the Audit Report, Detail of Grantor Expenditures to the Grantor Business Office by email no later than 3 months after the end of the audit period.

N. Additional Restrictions on Use of Federal Funds

- i. Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.
- ii. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

O. Forum and Choice of Law

The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

P. Sovereign Immunity

The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other Section, this Section shall govern.

Q. Requirements for Nonprofit Organizations

If the Grantee is a nonprofit organization, the Grantee agrees to maintain its 501(c)(3) status and to maintain up-to-date annual filings as follows: (1) Certificate of Legal Existence with the Connecticut Secretary of the State; (2) Charitable Organization Registration with the Connecticut Department of Consumer Protection, unless exempted by Connecticut General Statutes § 21a-190d; and (3) Return of Organization Exempt Form Income Tax (Form 990) with the Internal Revenue Service. At Grantor's request, the Grantee shall provide Grantor with documentation pertaining to Grantee's 501(c)(3) and or annual filings.

R. Independent Contractor

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all its subcontractors or subgrantors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee shall notify Grantor of the subgrantee or Subcontractor's identity.

S. Prohibited Terms

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of the state's sovereign immunity.

T. Software Piracy Prohibition

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

U. Vendor Offset and Erroneous Payments

[Not applicable to intergovernmental agreements] Subject to state statute, the State may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other allowed charges; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other Agreements, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

EXHIBIT A
STATEMENT OF WORK

Grantee has experienced a surge of individuals committing auto theft and other crimes related to auto theft within the limits of grantee's municipality. The funds will be distributed to the cities and suburbs as a "hub and spoke" approach to reduce these types of crimes. The following municipalities are known as "Hubs": Bridgeport, Hartford, Meriden, New Britain, New Haven, New London, Stamford, and Waterbury. Surrounding these eight Hub municipalities will be "Spoke" towns that include a total of 50 cities and towns. Funding will pay for increased police patrols to help deter these criminal acts from taking place. The main goal of the auto theft and violence funding is to reduce auto theft and violent crimes associated with auto theft in Connecticut's communities. Specifically, the communities that have seen a large uptick in auto theft and violent crime since the start COVID-19 pandemic.

EXHIBIT B
PAYMENT TERMS AND PROVISIONS
AND BUDGET

Budget Item	Amount \$	Notes/Comments
Overtime (Salary & Fringe)	\$35,000.00	Used to increase proactive, marked & unmarked patrols as well as criminal investigations into suspects.

Budget Total: \$35,000.00 \$35,000 max

EXHIBIT C FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS

- 1.1. The Agreement to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Agreement, or any attachments or exhibits incorporated into and made a part of the Agreement, the provisions of these Federal Provisions shall control.
- 1.2. The State of Connecticut is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in § 2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Connecticut agency or institutions of higher education.

2. DEFINITIONS

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR § 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available www.treasury.gov
 - 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR § 200.1
 - 2.1.6. "Grant" means the Agreement or Grant to which these Federal Provisions are attached.
 - 2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
 - 2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Connecticut State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR § 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR § 52.204-10, as prescribed in 48 CFR § 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by § 6202 of Public Law 110-252.

- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID Number” means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei.

3. COMPLIANCE

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Connecticut, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. UEI. Grantee shall provide its UEI number to its Prime Recipient, and shall update Grantee’s information in SAM at least annually after the initial registration, and more frequently if required by changes in Grantee’s information.

5. TOTAL COMPENSATION

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
- 5.1.2. In the preceding fiscal year, Grantee received:
- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee’s obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING

- 7.1. Reporting requirements in § 8 below apply to all awards made under SLFRF. If the total award is \$50,000 and above, the award is subject to FFATA reporting which will be completed by UST.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS

- 8.1. Grantee shall report as set forth below. Reports are expected to align with a single expenditure category (e.g., EC 2.34).
 - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit E to report to the Grantor. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects (1.1 through 1.14)

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure (from list of enumerated uses in Treasury guidance)
 - iv. Written justification (Required when total project cost is \$1 million or more)
 - v. Labor reporting (Required when total project cost is \$10 million or more)

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects (2.1 through 2.37)

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure (from list of enumerated uses in the Treasury guidance)

- iv. Written justification (Required when total project cost is \$1 million or more)
- v. Labor reporting (Required when total project cost is \$10 million or more)

Household Assistance (2.1, 2.3-2.8)

- a) Number of households served

Assistance to Unemployed or Underemployed Workers (2.10)

- a) Number of workers enrolled in sectoral job training programs
- b) Number of workers completing sectoral job training programs
- c) Number of people participating in summer youth employment programs

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning (*Federal guidance may change this requirement in July 2022*)
- b) Number of families served by home visiting (*Federal guidance may change this requirement in July 2022*)

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs (*Federal guidance may change this requirement in July 2022*)

Housing Support (2.2, 2.15-2.18)

- a) Number of people or households receiving eviction prevention services (*Federal guidance may change this requirement in July 2022*)
- b) Number of affordable housing units preserved or developed (*Federal guidance may change this requirement in July 2022*)

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
 - iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas

that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five calendar days after the end of the month following the month in which the Subaward was made.

- 8.1.2.1. Subrecipient UEI Number;
- 8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
- 8.1.2.3. Subrecipient parent's organization UEI Number;
- 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

- 8.1.3.1. Subrecipient's UEI Number as registered in SAM.
- 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
- 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
- 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
- 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

- 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
- 8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).
- 8.1.3.7.1. For projects over \$10 million:
- 8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Act"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.
- 8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. § 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
- 8.1.3.7.1.3. Whether the project prioritizes local hires.
- 8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, and the State of Connecticut Office of Policy and Management. The State of Connecticut may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via an amendment.

9. PROCUREMENT STANDARDS

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR §§ 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR § 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR § 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the federal Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR § 200.501.
- 11.1.1. Election. A Subrecipient shall have a Single Audit conducted in accordance with Uniform Guidance 2 CFR § 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR § 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR § 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
- 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148).
- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). An award or contract (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 12.1.7. Never Agreement with the enemy (2 CFR § 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216). Grantee is prohibited from obligating or expending loan or Grant Funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR § 200.216.
- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d, *et seq.*), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d *et seq.*, as implemented by the Department of the Treasury’s Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS

- 13.1. Subrecipient Certification. Subrecipient shall sign a “State of Connecticut Agreement with Recipient of Federal Recovery Funds” Certification Form in **Exhibit D** and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR § 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR § 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Connecticut may terminate the Grant upon thirty (30) calendar days prior written notice if the default remains uncured five calendar days following the termination of the thirty (30) day notice period. This remedy will be in addition to any other remedy available to the State of Connecticut under the Grant, at law or in equity.
- 15.2. Termination (2 CFR § 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

Exhibit D
AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the “SSA”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (“Treasury”) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Connecticut has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State’s separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the SSA and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization’s obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

**AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS**

- 1) Use of Funds
 - a) Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the “SSA”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), and Treasury’s regulations implementing that section and guidance.
 - b) Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 2) Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury’s implementing regulations, during this period of performance.
- 3) Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the State of Connecticut Office of Policy and Management. The State will provide notice of such additional reporting requirements via an amendment
- 4) Maintenance of and Access to Records
 - a) Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the SSA, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b) The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c) Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 5) Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 6) Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the UST and the State of Connecticut Office of Policy and Management.
- 7) Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
- 8) Conflicts of Interest. The State of Connecticut understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of Policy and Management or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of Policy and Management shall disclose such conflict to Treasury.

9) Compliance with Applicable Law and Regulations.

- a) Subrecipient agrees to comply with the requirements of section 602 of the SSA, regulations adopted by Treasury pursuant to section 602(f) of the SSA, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b) Federal regulations applicable to this award include, without limitation, the following:
 - i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the federal Single Audit Act, shall apply to this award.
 - ii) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv) OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v) Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi) Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii) New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix) Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - iv) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10) Remedial Actions. In the event of Subrecipient’s noncompliance with section 602 of the SSA, other applicable

laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the SSA regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the SSA and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the SSA, as applicable.

- 11) Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 12) False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law
- 13) Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury."
- 14) Debts Owed the Federal Government
 - a) Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the SSA and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b) Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
- 15) Disclaimer.
 - a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
 - b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient
- 16) Protections for Whistleblowers.
 - a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

- b) The list of persons and entities referenced in the paragraph above includes the following:
 - i) A member of Congress or a representative of a committee of Congress;
 - ii) An Inspector General;
 - iii) The Government Accountability Office;
 - iv) A Treasury employee responsible for Agreement or grant oversight or management;
 - v) An authorized official of the Department of Justice or other law enforcement agency;
 - vi) A court or grand jury; or
 - vii) A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 17) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 18) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI

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

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT E
SLFRF SUBRECIPIENT REPORT

1. SLFRF SUBRECIPIENT FISCAL REPORT WORKBOOK

- 1.1 A fiscal reporting template shall be used to monitor payments and progress associated with designated line items and deliverables. This template is included as an attachment with the Grant Agreement.

EXHIBIT F CONTRACTOR TERMS

- 1) Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant:
 - a) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - b) Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
 - c) Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
 - d) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
 - e) Debarment and Suspension (Executive Orders 12549 and 12689). An award or contract (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - f) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - g) Never Agreement with the enemy (2 CFR § 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
 - h) Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216). Grantee is prohibited from obligating or expending loan or Grant Funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
 - i) Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from

excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d, *et seq.*), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d *et seq.*, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

EXHIBIT G
AMERICAN RESCUE PLAN ACT – STATE FISCAL RECOVERY FUNDS PROGRAM:
BENEFICIARY ATTESTATION FORM

The funding provided to you as an eligible beneficiary is supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury State and local Fiscal Recovery Funds Program as authorized by the American Rescue Plan Act.

THE STATE AND LOCAL FISCAL RECOVERY FUNDS PROGRAM AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT PROVIDES FUNDING TO SUPPORT URGENT COVID-19 RESPONSE EFFORTS TO CONTINUE TO DECREASE SPREAD OF THE VIRUS AND BRING THE PANDEMIC UNDER CONTROL; REPLACE LOST REVENUE FOR ELIGIBLE STATE, LOCAL, TERRITORIAL, AND TRIBAL GOVERNMENTS TO STRENGTHEN SUPPORT FOR VITAL PUBLIC SERVICES AND HELP RETAIN JOBS; SUPPORT IMMEDIATE ECONOMIC STABILIZATION FOR HOUSEHOLDS AND BUSINESSES; TO MAKE NECESSARY INVESTMENTS IN WATER, SEWER, AND BROADBAND INFRASTRUCTURE; AND COVER THE COST OF OTHER ELIGIBLE ACTIVITIES.

Program Description: Sec. 78. (NEW) (Effective from passage) On and after July 1, 2022, the Department of Emergency Services and Public Protection shall, within available resources, administer a grant program to provide grants-in aid to eligible municipalities for Strategic deployment of traffic unit enforcement teams to conduct strict speed enforcement in designated areas that have demonstrated a statistical increase in the number or severity of roadway collisions. Any municipality that has a population of less than twenty-five thousand that has a law enforcement unit or resident state trooper may apply for such grants in such manner as the department prescribes. The department shall award grants of up to five thousand dollars to eligible municipalities and may award not more than a total of ten grants to any such municipality. The department shall continue to award grants until all resources dedicated to such grant program have been expended.

State Agency Contact information:

Department of Emergency Services & Public Protection

1111 Country Club Road

Middletown, CT 06457

Attention: Aimee P. Plourde, Chief of Fiscal Services

Email: Aimee.Plourde@ct.gov

Email: despp.autotheftgrant@ct.gov

[] **Check here to certify:** I have read this form and hereby attest, as an authorized representative of [insert entity legal name here], that [insert entity legal name here] meets the requirements for an eligible beneficiary. I understand that providing false or misleading information may subject [insert entity legal name here] to recoupment of funds up to the amount received.

Signature _____ **Date** _____

Print Name _____

Entity Legal Name _____

Address _____

Memo

To:	Common Council
From:	Deputy Chief Melissa Lepore
CC:	
Re:	Connecticut Department of Transportation Highway Safety Project Number 0205-0702-CD, 25/25 Click it or Ticket (CIOT) Enforcement Grant
Date:	November 4, 2024

The Connecticut DOT has awarded the Norwalk Police Department funding for Project Number 0205-0702-CD, 25/25 Click it or Ticket (CIOT) Enforcement Grant. The grant award is approved for the amount of \$4999.46. There are two sets of enforcement dates set for this grant. The first is scheduled for November 28, 2024 to December 6, 2024 to coincide with the beginning of the holiday season. The second is scheduled for May 12, 2025 to June 01, 2025 to coincide with the beginning of the summer season.

According to the UCONN Connecticut Crash Data Repository, unbelted crashes in Norwalk have fluctuated over the past three years from 42 in 2021, to 58 in 2022, and down to 42 in 2023. Unbelted crashes resulting in injuries has shown a similar variation from 13 in 2021; to 26 in 2022, and down to 8 in 2023. The number of seatbelt violations issued by the Norwalk Police Department over the past three years has varied also from 55 in 2021, 32 in 2022 and then up to 63 in 2023.

This grant will allow the Norwalk Department of Police Service to increase our capacity for enforcement of seatbelt laws. Help to reduce the incidents of unbelted crashes that result in injuries or death through increased police presence and enforcement activity. Officers will engage in roving patrols to identify offenders, issue infractions, and make arrests, when appropriate. With the increased population in Norwalk comes a greater need for responsible safety measures to maintain the public's well-being.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under The Connecticut Department of Transportation Highway Safety Project Number 0205-0702-CD, 25/25 Click it or Ticket (CIOT) Enforcement Grant
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement The Connecticut Department of Transportation Highway Safety Project Number 0205-0702-CD, 25/25 Click it or Ticket (CIOT) Enforcement Grant

**CONNECTICUT DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY OFFICE**



GRANT APPROVAL CONFIRMATION

DELIVERED BY EMAIL TO: Rita Nigri

APPROVED PROJECT PERIOD:	November 28, 2024 - June 01, 2025
STATE PROJECT NUMBER:	0205-0702-CD
PROJECT NAME:	24/25 CIOT Enforcement
GOVERNMENTAL UNIT:	City of Norwalk
APPLICANT:	Norwalk Police Department
FEDERAL FUNDS:	\$4,999.46
MUNICIPAL/OFFICER/CONSTABLE FRINGE RATE OVERTIME %:	1.45%
STATE POLICE/RESIDENT TROOPER FRINGE RATE OVERTIME %:	0.00%
CFDA:	20.600

The Department of Transportation would like to notify you of the approval of the Norwalk Police Department's Highway Safety project application entitled 24/25 CIOT Enforcement effective November 28, 2024 - June 01, 2025.

Federal funds in the amount of \$4,999.46 are allocated to this project in accordance with the approved 2025 Fiscal Year Connecticut Highway Safety Plan. The total project cost may not exceed this amount for the approved project period.

All grants greater than or equal to \$30,000.00 are subject to FFATA (Federal Funding Accountability and Transparency Act) sub-award reporting requirements. For more information go to <https://www.fsr.gov/#a-faqs>.

All costs incurred under this project must be in full compliance with both federal and State regulations, policies and procedures that govern the use of highway safety funds. Costs are subject to review by both Internal and External Auditors.

Please note that deviations from the specifics of the approved budget must be reviewed and approved by the Highway Safety Office prior to their implementation in order for related costs to be eligible for reimbursement.

The ENF-APP reimbursement package will be sent to your agency point of contact. All final claims against this project, together with all supporting financial documentation, must be submitted to the Highway Safety Office no later than thirty (30) days after the project period ending date.

If you have any additional questions or concerns regarding this program, please contact me at Joseph.Cristalli@ct.gov or 860-594-2412.

cc'd by email to: clam@norwalkct.gov
dorr@norwalkct.gov

Joseph T. Cristalli, Jr.
Transportation Assistant Planning Director

Application Signatures

Subgrantee Signatures

Authorizing Official

* **Name:** *Rita Nigri*
* **Title:** *Grant Administrator*

* **Signature:** *Rita Nigri*
Signature Date: *10/29/2024*

Financial Officer

* **Name:** *Chitsamay Lam*
* **Title:** *Comptroller*

* **Signature:** *Chitsamay Lam*
Signature Date: *10/25/2024*

Project Director

* **Name:** *David Orr*
* **Title:** *Lieutenant*

* **Signature:** *David Orr*
Signature Date: *10/25/2024*

CTHSO Signatures

Program Manager

* **Name:** *Juliet Little*
* **Title:** *Program Manager*

* **Signature:** *Juliet Little*
Signature Date: *11/01/2024*

Supervisor

* **Name:** *Phyllis DiFiore*
* **Title:** *Transportation Supervising Planner*

* **Signature:** *Phyllis DiFiore*
Signature Date: *11/01/2024*

Fiscal

* **Name:** *Monique Madden*
* **Title:** *Associate Fiscal/Admin Officer*

* **Signature:** *Monique Madden*
Signature Date: *11/01/2024*

Program Coordinator

* **Name:** *Joseph Cristalli*
* **Title:** *Transportation Assistant Planning Director*

* **Signature:** *Joseph Cristalli*
Signature Date: *11/03/2024*

Governor's Representative

* **Name:** *Garrett Eucalitto*
* **Title:** *HSO Governor's Representative*

* **Signature:** *Garrett Eucalitto*
Signature Date: *11/03/2024*

Application General Information Form

ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.

Applicable Organizations: * *City of Norwalk* Option 1
Option 2
Project Title: * *24/25 CIOT Enforcement*
Governmental Unit/Agency: * *City of Norwalk*

Check here if the remittance address is different than the Applicant/Organization address.

Governmental Unit/Agency Information

Governmental Unit/Agency: *City of Norwalk*

Address *
125 East Avenue

City *
Norwalk

State *
Connecticut

Zip *
06851

FEIN

UEI Number

Applicant Information

Applicant Name: *Norwalk Police Department*

Address *
1 Monroe Street

City *
Norwalk

State *
Connecticut

Zip *
06854

E-mail *
dorr@norwalkct.gov

Phone *
(203) 854-3007

Fax

FEIN *
06-6011881

UEI Number *
V7ZTXNBNKJM9

Project Director Information

Designated Project Director for this grant: *David Orr**

First Name*

David

Last Name*

Orr

Title*

Lieutenant

Email*

dorr@norwalkct.gov

Phone*

(203) 854-3007

Financial Officer Information

Designated Financial Officer for this grant: *Chitsamay Lam**

First Name*

Chitsamay

Last Name*

Lam

Title*

Comptroller

Email*

clam@norwalkct.gov

Phone*

(203) 854-7711

Authorizing Official Information

Designated Authorizing Official for this grant: *Rita Nigri**

First Name*

Rita

Last Name*

Nigri

Title*

Grant Administrator

Email*

migri@norwalkct.gov

Phone*

(203) 506-4159

Problem ID

Applicant: Norwalk Police Department
Project Title: 24/25 CIOT Enforcement

DATA MUST INCLUDE UNBELTED-RELATED FATAL AND INJURY CRASH DATA, SEAT BELT CITATIONS ISSUED, AND LOCATIONS WHERE THE PROBLEM EXISTS.

Crash data can be obtained from the Connecticut Crash Data Repository at: <http://www.ctcrash.uconn.edu/>

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

According to the US Census, in 2022 Norwalk had a population of 91,100. Between 2021 and 2022 the population of Norwalk, CT grew from 90,821 to 91,050, a 0.252% increase in one year. However, since 2000 when the population was 82,951, the population in Norwalk has grown 9.8%. According to the UConn Connecticut Crash Data Repository, unbelted crashes in Norwalk fluctuated from 42 in 2021, to 58 in 2022, and back to 42 in 2023. Unbelted crashes resulting in injuries in the same span showed a similar fluctuation from 13 in 2021, to 26 in 2022, and down to 8 in 2023. An examination of the number of seat belt violations issued by the Norwalk Police Department over this period showed an inverse oscillation of 55 in 2021, 32 in 2022, and 63 in 2023. A basic analysis of this data reveals a causal nexus between the number of seat belt violations issued to motorists in Norwalk, and the number of crashes and crashes resulting in injuries.

The UConn Connecticut Crash Data Repository indicates that the most problematic roadways in Norwalk are along the main thoroughfares of Rt. 1, Rt. 7, Rt. 136, Rt. 123, South Main St, West Ave, East Ave, Fillow St, Taylor Ave, North Taylor Ave, Flax Hill Rd, and Strawberry Hill Ave. Additionally, the primary roads used to access our local beach and parks during the summer months, Gregory Blvd and Beach Rd, would benefit from additional police presence and enforcement. The periods each day when unbelted crashes have most commonly occurred are late morning into the early evening hours.

Additional Documentation

				Target Goals *
				Project Period
Unbelted Crashes				Unbelted Crashes
2021	2022	2023	2025	
42	58	42	30	
Unbelted Fatalities				Unbelted Fatalities
2021	2022	2023	2025	
1	2	0	0	
Unbelted Injuries				Unbelted Injuries
2021	2022	2023	2025	
13	26	8	5	
Seat Belt Citations Issued				Seat Belt Citations Issued
2021	2022	2023	2025	
55	32	63	75	

Problem Identification

List locations with the highest problems*Route 1*

*

Route 136

*

Route 123

*

*Route 7**South Main St**West Ave**Taylor Ave/North Taylor Ave**Fallow St**East Ave**Flax Hill Rd**Strawberry Hill Ave***List day(s) of the week where data shows increased problems:***Friday*

*

Saturday

*

Sunday

*

*Monday***List time(s) of the day where data shows increased problems:***1100*

*

1200

*

1300

*

*1400**1500**1600**1700**1800**1900*

Objectives

Applicant: Norwalk Police Department
Project Title: 24/25 CIOT Enforcement

Objectives are to increase the observed statewide seat belt use rate and decrease the number of unbelted drivers involved in fatal and injury crashes.

- To increase High Visibility Occupant Protection enforcement during "Click It or Ticket" periods. This will be accomplished through analysis of crash and observation data to identify towns and areas where low belt use by motorists can best be addressed. This analysis focuses on the combination of low belt use towns identified through observation surveys and pairs it with ranked analysis of unbelted crashes and fatalities as well as population and VMT data over a five year period.
- To increase the statewide observed seat belt use rate. This will be accomplished through Enforcement and Education.

Describe the objectives to be accomplished during this project.

The objectives should be specific, clearly written, measurable, and time-framed.

Through focused police presence and enforcement at targeted times and locations which have been determined through the compilation of statistical data (UConn data repository), we will increase our capacity for enforcement of the seatbelt laws. We intend to reduce the incidents of unbelted crashes that result in injuries through increased police presence and enforcement activity. Officers will engage in roving patrols to identify offenders, issue infractions, and make arrests, when appropriate. With the increasing population in Norwalk comes a greater need for responsible safety measures to maintain public safety and well-being. This grant will be focused on positively impacting the safety of motorists and promoting the usage of seatbelts.

Activities

Applicant: *Norwalk Police Department*

Describe activities and procedures you will undertake to achieve each objective. *

Identify project personnel and responsibilities. Include activity timelines.

The personnel used in this project will be sworn members of the Norwalk Police Department. Their responsibilities will be to conduct roving patrols of the roadways identified in this application to identify motorists violating traffic laws specific to seatbelt usage. Officers will issue infractions for seatbelt violations and any other violations that occur, as appropriate.

Enforcement

Applicant: *Norwalk Police Department*
Project Title: *24/25 CIOT Enforcement*

Enforcement Activity

Wave 66: *November 28, 2024* To *December 06, 2024*

Wave 67: *May 12, 2025* To *June 01, 2025*

Date Location and Manpower Changes

Dates, manpower and locations chosen for this grant application should reflect intended enforcement dates but are for planning purposes. While these changes do not have to be "pre-approved" they must fall within the grant parameters. Any changes outside of grant parameter **MUST** be pre-approved (i.e. 10 officers working an 8 hour shift).

Allocation of Resources

This grant application allots resources for two grant periods. There are two enforcement campaigns. November 28 - December 6 and May 12 - June 1. You must participate in both WAVES. Your enforcement allocations should not use all available resources during the November WAVE campaign. Approved amount for enforcement campaigns must be monitored to ensure funds do not exceed the amount approved covering both WAVES.

8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM. 8 HOUR SHIFTS MAXIMUM.

Minimum of 2 Officers/Maximum of 8

Earned media participation:

Participating agencies are required to take part in earned media activity related to CIOT. This could include the following:

- Hosting a kick-off press event
- Notification of media outlets through the use of interview opportunities, press releases and media advisories
- Cooperation with the HSO earned media contractor including:
 - § Distribution of press releases
 - § Use of Approved Talking points
- Creation and submission of earned media activity with reimbursement documentation
- Enforcement Schedule
 - § Daytime Enforcement - Daytime enforcement changes with seasonal patterns. Enforcement must take place during daylight hours
 - § 7 days per week eligible
 - § Minimum of 4 hours shifts/Maximum 8 hour shifts
 - § Must include at least 1 AM/PM peak drive time (7am-10am/3pm-5pm seasonal) on weekdays. If possible the HSO would encourage both the AM/PM peak drive times as enforcement times but agencies must enforce during at least 1.

Drop-Down Box Choices (Enforcement Type)

Sub-Grantee Type Instructions: Please make sure to select your agency category.

Enforcement Type Instructions: Please make sure you select CIOT Checkpoint or CIOT Roving.

Subgrantee Type	Enforcement Type	Number of Hours	Hourly Rate	Total
<i>Municipal PD</i>	<i>Roving</i>	<i>4</i>	<i>\$77.00</i>	<i>\$308.00</i>

Enforcement Total:

\$308.00

Wave Breakdown	Wave 66	Wave 67	Total
Number of Planned Days	5	11	\$4,928.00
Enforcement Total	\$1,540.00	\$3,388.00	

Location	Type
<i>Rt. 1</i>	<i>Spotter/Self-Initiated</i>
<i>Rt. 7</i>	<i>Spotter/Self-Initiated</i>
<i>Rt. 123</i>	<i>Spotter/Self-Initiated</i>
<i>Rt. 136</i>	<i>Spotter/Self-Initiated</i>
<i>East Ave</i>	<i>Spotter/Self-Initiated</i>
<i>West Ave</i>	<i>Spotter/Self-Initiated</i>
<i>South Main St</i>	<i>Spotter/Self-Initiated</i>

Fringe

Applicant: *Norwalk Police Department*

Project Title: *24/25 CIOT Enforcement*

Do you plan on submitting a Fringe Rate? * ☒ Yes ☐ No

Fringe Benefits

NOTES:

- **If fringe rate is being charged/reimbursed, this page should be completed and signed.**
- **Fringe benefit charges should NOT be included in the hourly rate.**
- **No hourly rate should be inflated--all hourly rates should be reported as actuals.**

I hereby certify that the information below is the true and accurate and authorized by "*Norwalk Police Department*" for hours worked by personnel for the following time period:

FROM: *10/25/2024 **

TO: *06/30/2025 **

Actual Cost Category	Officer/Constable Fringe Rate OVT %	Trooper Fringe Rate OVT %
<i>FICA-Medicare</i>	<i>1.45000</i>	<i>00.00000</i>
Other Cost Category		
Total Fringe Rate	<i>1.45000%</i>	<i>00.00000%</i>

City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the fringe benefit rate(s) identified above accurately represents the fringe benefit costs to the city/town/agency for the individuals employed under or working on this project.

*** Name:** *Chitsamay Lam*
*** Title:** *Comptroller*

*** Signature:** *Chitsamay Lam*
Signature Date: *10/25/2024*

Budget

Applicant: *Norwalk Police Department*

Project Title: *24/25 CIOT Enforcement*

Salaries

Category	Enforcement		Estimated Wages Subtotal
Municipal PD	\$4,928.00		\$4,928.00
Resident Trooper	\$00.00		\$00.00
Officer/Constable	\$00.00		\$00.00
State Police	\$00.00		\$00.00
Total Estimated Wages:			\$4,928.00

Fringe Benefits

Category	Fringe Benefit Rate	Fringe Benefits Cost Subtotal
Municipal PD	1.45000%	\$71.46
Resident Trooper	00.00000%	\$00.00
Officer/Constable	1.45000%	\$00.00
State Police	00.00000%	\$00.00
Total Estimated Fringe Benefits:		\$71.46

Indirect Costs

Approved Indirect Cost
Rate (if applicable): * 00.00%

Total Indirect Costs: **\$00.00**

City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the Indirect Costs Rate identified above accurately identifies what is allowable.

Click **Save** to populate the Signature Date and Title of the selected Authorizing Official.

Name: *Chitsamay Lam**

Signature: *Chitsamay Lam**

Title: *Comptroller**

**Signature
Date:** *10/25/2024**

Equipment

List Each Item.

Any items valued equal to or greater than \$10,000 require NHTSA Pre-Approval.

Click the **+** icon to **add** a new row

Click the **-** icon to **delete** an existing row

Item	Quantity	Cost Per Item	Total Cost	Buy America Supporting Documentation (If any item's Cost Per Item >= \$10,000, Buy America Documentation is Required)
		\$	\$00.00	

Total Equipment Costs:

\$00.00

Copy of Equipment Quote

Supported file types: .doc, .docx, and .pdf

Other Supporting Documentation

Supported file types: .doc, .docx, and .pdf

Grand Total

**Grand Total
Amount:** **\$4,999.46**

Budget Notes:

Budget Summary

Total Federal Budget \$4,999.46
Total Match Budget \$00.00

Relevant FAIN numbers will initially be unavailable during the grant submission process.

FAIN Numbers will be automatically assigned here once the grant has been submitted, reviewed and processed by CT HSO.

Federal Award Identifier Number (FAIN):

69A37522300004020CT0
 69A3752230SUP4020CT0
 69A37523300004020CT0
 69A3752330SUP4020CT0
 69A37524300004020CT0
 69A3752430SUP4020CT0
 69A37525300004020CT0
 69A3752530SUP4020CT0

Cost Category	Amount	Budget Summary Approval (For HSO Staff Only)		
Officers-Salaries	\$4,928.00	[X]Approved	Conditions Apply *	N/A
Officers-Fringe Benefits @ 1.45%	\$71.46	[X]Approved	Conditions Apply *	N/A
Trooper-Salaries	\$00.00	Approved	Conditions Apply *	[X]N/A
Trooper-Fringe Benefits @ 00.00%	\$00.00	Approved	Conditions Apply *	[X]N/A
State Police-Salaries	\$00.00	Approved	Conditions Apply *	[X]N/A
State Police-Fringe Benefits @ 00.00%	\$00.00	Approved	Conditions Apply *	[X]N/A
Indirect Cost	\$00.00	Approved	Conditions Apply *	[X]N/A
Total Federal Budget	\$4,999.46	* Conditionally Approved amounts will only be reimbursed upon satisfying the condition mentioned below.		
Total Grant Amount	\$4,999.46			

Notes

Reimbursement Requirements

NOTE: This is a federally reimbursable program. The cost of all expenses incurred under this project must first be paid for with municipal or state agency funds. The sub-grantee may then apply for reimbursement based on the procedures and policies listed below.

Requested Project Start Date *		Approved Project Start Date
11/28/2024	11/28/2024	The HSO-Approved Project Start Date will populate here once the submitted grant has been reviewed by HSO staff.
WAVE 66 Billing Period Start Date	WAVE 66 Billing Period Ending Date	Reimbursement Deadline
November 28, 2024	December 6, 2024	January 6, 2025
WAVE 67 Billing Period Start Date	WAVE 67 Billing Period Ending Date	Reimbursement Deadline
May 12, 2025	June 1, 2025	July 2, 2025

- All reimbursements must be signed and dated by the sub-grantee's authorizing official.
- Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.
- Under the terms and conditions of this project application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than thirty (30) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.
- All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).
- Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30th. Failure to do so may jeopardize your reimbursement.
- All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.
- Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30th.
- Photocopies of any media coverage (if applicable) or supportive documentation can be included. Grant category budgets should be adhere to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.

FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.

Certifications & Assurances

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. *The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant

knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. The participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction

knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, department the or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Signature

This section must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Name: Rita Nigri *
Title: Grant Administrator *

Signature: Rita Nigri *
Signature Date: 10/29/2024

Audit Requirements

This page must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS

Attachment A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2024

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of *Norwalk Police Department* declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources ***DOES exceed \$1,000,000.00*** and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: *Chitsamay Lam*

Signature: *Chitsamay Lam*

Title: *Comptroller*

Date: *10/25/2024*

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)

AUDIT EXEMPTION STATEMENT:

The town/city/agency of *Norwalk Police Department* declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources ***DOES NOT exceed \$1,000,000.00*** and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name:

Signature:

Title:

Date:

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

- a. Any sub grantee receiving \$1,000,000.00 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.
- b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.

Memo

To:	Common Council
From:	Deputy Chief Melissa Lepore
CC:	
Re:	Connecticut Department of Transportation Highway Safety FY25 DUI Enforcement Grant, Project number 0205-0722-1-BD
Date:	November 4, 2024

The Connecticut Department of Transportation Highway Safety has awarded the Norwalk Police Department funding for FY25 DUI Enforcement Grant, Project number 0205-0722-1-BD. The grant award is approved for the amount of \$89,892.82. The funding start date is October 31, 2024 and the end date is September 06, 2025.

A goal of Norwalk Department of Police Service is to reduce the number of crashes, injuries, and fatalities from impaired driving through increased high visibility DUI enforcement activities. The Department will also communicate with the public, through various media venues, the increased levels of DUI enforcement activities so drivers will realize the risks and consequences of operating a vehicle under the influence.

According to the UCONN Connecticut Crash Data Repository (Repository), DUI related crashes in Norwalk have fluctuated from 63 in 2021, to 57 in 2022, and increased to 75 in 2023. The number of DUI arrests has increased from 72 in 2021; to 101 in 2022 to 154 in 2023. Considering the number of DUI related crashes over the past three years peaked at 75 in 2023 and the number of DUI arrests in the same year also peaked at 154, driving under the influence remains a significant issue in Norwalk.

The objective of the DUI grant will be to reduce incidents of property damage, accidents, and injuries resulting from the impaired operation of motor vehicles in Norwalk. The DUI grant funds will be used to deploy numerous additional officers in roving DUI enforcement patrols to identify, cite, and apprehend, if necessary, impaired operators. Officers will patrol areas of the city where and when DUI crashes have been most prevalent to deter unsafe operation and gain voluntary compliance with motor vehicle laws.

We are requesting the following authorization:

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under The Connecticut Department of Transportation Highway Safety, FY25 DUI Enforcement Grant, Project number 0205-0722-1-BD.

2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Connecticut Department of Transportation Highway Safety, FY25 DUI Enforcement Grant, Project number 0205-0722-1-BD

**CONNECTICUT DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY OFFICE**



GRANT APPROVAL CONFIRMATION

DELIVERED BY EMAIL TO: Rita Nigri

APPROVED PROJECT PERIOD:	October 31, 2024 - September 06, 2025
STATE PROJECT NUMBER:	0205-0722-1-BD
PROJECT NAME:	FY25 DUI Enforcement Grant
GOVERNMENTAL UNIT:	City of Norwalk
APPLICANT:	Norwalk Police Department
FEDERAL FUNDS:	\$89,892.82
MUNICIPAL/OFFICER/CONSTABLE FRINGE RATE OVERTIME %:	1.45%
STATE POLICE/RESIDENT TROOPER FRINGE RATE OVERTIME %:	0.00%
CFDA:	20.607

The Department of Transportation would like to notify you of the approval of the Norwalk Police Department's Highway Safety project application entitled FY25 DUI Enforcement Grant effective October 31, 2024 - September 06, 2025.

Federal funds in the amount of \$89,892.82 are allocated to this project in accordance with the approved 2025 Fiscal Year Connecticut Highway Safety Plan. The total project cost may not exceed this amount for the approved project period.

All grants greater than or equal to \$30,000.00 are subject to FFATA (Federal Funding Accountability and Transparency Act) sub-award reporting requirements. For more information go to <https://www.fsrs.gov/#a-faqs>.

All costs incurred under this project must be in full compliance with both federal and State regulations, policies and procedures that govern the use of highway safety funds. Costs are subject to review by both Internal and External Auditors.

Please note that deviations from the specifics of the approved budget must be reviewed and approved by the Highway Safety Office prior to their implementation in order for related costs to be eligible for reimbursement.

The ENF-APP reimbursement package will be sent to your agency point of contact. All final claims against this project, together with all supporting financial documentation, must be submitted to the Highway Safety Office no later than thirty (30) days after the project period ending date.

If you have any additional questions or concerns regarding this program, please contact me at Joseph.Cristalli@ct.gov or 860-594-2412.

cc'd by email to: clam@norwalkct.gov
dorr@norwalkct.gov

Joseph T. Cristalli, Jr.
Transportation Assistant Planning Director

Application Signatures

Subgrantee Signatures

Authorizing Official

* **Name:** *Rita Nigri*
* **Title:** *Grant Administrator*

* **Signature:** *Rita Nigri*
Signature Date: *10/24/2024*

Financial Officer

* **Name:** *Chitsamay Lam*
* **Title:**

* **Signature:** *Chitsamay Lam*
Signature Date:

Project Director

* **Name:** *David Orr*
* **Title:** *Lieutenant*

* **Signature:** *David Orr*
Signature Date: *10/14/2024*

CTHSO Signatures

Program Manager

* **Name:** *Kathryn Overturf Nohelty*
* **Title:** *Program Manager*

* **Signature:** *Kathryn Overturf Nohelty*
Signature Date: *10/24/2024*

Supervisor

* **Name:** *Phyllis DiFiore*
* **Title:** *Transportation Supervising Planner*

* **Signature:** *Phyllis DiFiore*
Signature Date: *10/24/2024*

Fiscal

* **Name:** *Monique Madden*
* **Title:** *Associate Fiscal/Admin Officer*

* **Signature:** *Monique Madden*
Signature Date: *10/25/2024*

Program Coordinator

* **Name:** *Joseph Cristalli*
* **Title:** *Transportation Assistant Planning Director*

* **Signature:** *Joseph Cristalli*
Signature Date: *10/25/2024*

Governor's Representative

* **Name:** *Garrett Eucalitto*
* **Title:** *HSO Governor's Representative*

* **Signature:** *Garrett Eucalitto*
Signature Date: *10/25/2024*

Application General Information Form

ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.

Project Title: * *FY25 DUI Enforcement Grant*
Governmental Unit/Agency: * *City of Norwalk*

Check here if the remittance address is different than the Applicant/Organization address.

Governmental Unit/Agency Information

Governmental Unit/Agency: *City of Norwalk*

Address *
125 East Avenue

City *
Norwalk

State *
Connecticut

Zip *
06851

FEIN

UEI Number

Applicant Information

Applicant Name: *Norwalk Police Department*

Address *
1 Monroe Street

City *
Norwalk

State *
Connecticut

Zip *
06854

E-mail *
dorr@norwalkct.gov

Phone *
(203) 854-3007

Fax

FEIN *
06-6011881

UEI Number *
V7ZTXNBNKJM9

Project Director Information

Designated Project Director for this grant: *David Orr**

First Name*

David

Last Name*

Orr

Title*

Lieutenant

Email*

dorr@norwalkct.gov

Phone*

(203) 854-3007

Financial Officer Information

Designated Financial Officer for this grant: *Chitsamay Lam**

First Name*

Chitsamay

Last Name*

Lam

Title*

Comptroller

Email*

clam@norwalkct.gov

Phone*

(203) 854-7711

Authorizing Official Information

Designated Authorizing Official for this grant: *Rita Nigri**

First Name*

Rita

Last Name*

Nigri

Title*

Grant Administrator

Email*

migri@norwalkct.gov

Phone*

(203) 506-4159

Problem ID

Applicant: Norwalk Police Department
Project Title: FY25 DUI Enforcement Grant

Insert Local DUI crash and citation statistics and local problem ID here.

DATA MUST INCLUDE ALCOHOL-RELATED FATAL AND INJURY CRASH DATA, DUI ARREST DATA, TIME OF DAY AND DAY OF THE WEEK AND LOCATIONS WHERE THE PROBLEM EXISTS.

Crash data can be obtained from the Connecticut Crash Data Repository at: <http://www.ctcrash.uconn.edu/>

If State Police investigated roadways run through your town, please contact Connecticut Crash Data Repository staff for your crash statistics.

If your data shows increased DUI at days or times outside the defined program parameters of Thursday, Friday and Saturday from 17:00 to 04:00, please contact the Highway Safety Office for guidance.

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

According to the US Census, Norwalk had a population of 91,100 in 2022 and 92,458 in 2023. Since 2000 when the population was 82,951, the population in Norwalk has grown 11.5%. According to the UConn Connecticut Crash Data Repository, DUI-related crashes in Norwalk have fluctuated from 26 in 2020 to 63 in 2021, to 57 in 2022, to an increase of 75 in 2023. The number of DUI-related fatalities has been 1 in 2020, 2 in 2021, 1 in 2022, and 0 in 2023. DUI-related injuries have remained consistent with 45 in 2021, 41 in 2022, and 42 in 2023. The number of DUI arrests in recent years has increased from 38 in 2020 to 72 in 2021, to 101 in 2022, to 154 in 2023. Considering that the number of DUI-related crashes over the past four years peaked at 75 in 2023 and that the number of DUI arrests in the same time period also peaked at 154 in the same year, driving under the influence remains a significant issue in Norwalk. Data from the UConn Connecticut Crash Data Repository indicates that during 2023, most DUI-related crashes occurred on Friday, Saturday, and Sunday evenings between the hours of 1900 (7 pm) and 0300 (3 am). The UConn Repository also shows that the locations where DUI crashes most frequently occurred in 2023 were Route 1, Route 136, Fairfield Ave, North Taylor Ave, West Ave, and Route 7.

Additional Documentation

			Target Goals *
			Project Period
Alcohol Crashes			Alcohol Crashes
2021	2022	2023	2025
63	57	75	60
Alcohol Fatalities			Alcohol Fatalities
2021	2022	2023	2025
2	1	0	0
Alcohol Injuries			Alcohol Injuries
2021	2022	2023	2025
45	41	42	30
DUI Arrests			DUI Arrests
2021	2022	2023	2025
72	101	154	200

List locations with the highest problems*Route 1*

*

Route 136

*

Fairfield Ave

*

*North Taylor Ave**Route 7**West Ave**East Ave***List day(s) of the week where data shows increased problems:***Thursday*

*

Friday

*

Saturday

*

*Sunday***List time(s) of the day where data shows increased problems:***2000*

*

2100

*

2200

*

*2300**2400**0100**0200*

Objectives

Applicant: Norwalk Police Department
Project Title: FY25 DUI Enforcement Grant

To reduce the number of crashes, injuries and fatalities from impaired driving through increased high-visibility DUI enforcement activities. To communicate with the public, through media venues, the increased levels of DUI enforcement activities so drivers will realize the risks and consequences of operating a vehicle while under the influence and therefore deter that behavior.

Describe the objectives to be accomplished during this project.

The objectives should be specific, clearly written, measurable, and time-framed.

The objectives of the FY25 DUI Enforcement Grant will be to reduce incidents of property damage and injury resulting from the impaired operation of motor vehicles in Norwalk, CT. The Norwalk Police Department will use funds to deploy numerous additional officers in roving DUI enforcement patrols to identify and cite or apprehend, if necessary, impaired operators. Officers will patrol areas of the city where and when DUI crashes have been most prevalent to deter unsafe operation and gain voluntary compliance with motor vehicle laws. When unsafe operation is observed, officers will address the issue through car stops and subsequent DUI investigations which may involve a field sobriety test and a breathalyzer test. When appropriate, impaired operators will be arrested. The Norwalk Police Department will also engage the community in DUI enforcement awareness through local media and social media channels.

Municipal PD

Instructions:

Complete this worksheet by determining the number of roving patrols, in-town checkpoints, and out-of-town checkpoints for the grant period.

Include separate totals for holiday and non-holiday periods. Use an average rate for the overtime hourly rate.

[Click here to view the Eligible Dates Calendar](#)

Applicant: Norwalk Police Department
Project
Title: FY25 DUI Enforcement Grant

2025 Billing Periods

Period	Start	End
1st	October 3, 2024	January 1, 2025
2nd	January 2, 2025	March 29, 2025
3rd	April 3, 2025	July 6, 2025
4th	July 10, 2025	September 6, 2025

Holidays

Thanksgiving / Christmas / New Year's (TCNY)	11/21 - 12/1 12/5 - 12/7 12/12 - 1/1/25
Memorial Day (MD)	5/23 - 5/27
July 4th (J4)	7/3 - 7/7
Labor Day (Labor)	8/15 - 9/2

Roving Patrols

Holiday Roving Patrols

Indicate the actual number of Roving Patrols planned.

See dates highlighted in **Green** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 16 hours per day

	Number of Patrol Days	Number of Shifts Per Day	Hours Per Shift	OVT Hourly Rate	Subtotal
TCNY	34	2	8	\$78.00	\$42,432.00
MD	5	2	8	\$78.00	\$6,240.00
J4	5	2	8	\$78.00	\$6,240.00
Labor	19	2	8	\$78.00	\$23,712.00
Total Patrol Days	63				

Holiday Roving Patrol Total:

\$78,624.00

Non-Holiday Roving Patrols

See dates highlighted in **Blue** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 16 hours per day

ALL ROVING PATROLS MUST BE CONDUCTED ON THE ELIGIBLE DATES SHOWN ON THE ELIGIBLE DATES CALENDAR. ROVING PATROLS CONDUCTED ON OTHER DATES ARE NOT REIMBURSABLE. ANY ROVING PATROL ACTIVITIES NOT CONDUCTED DURING THE PERIOD PLANNED MAY BE CONDUCTED ON ANY OTHER ELIGIBLE DATE NOT TO EXCEED 16 HOURS PER DAY.

	Number of Patrol Days	Number of Shifts Per Day	Hours Per Shift	OVT Hourly Rate	Subtotal
Non-Holiday 1	2	2	8	\$78.00	\$2,496.00
Non-Holiday 2	2	2	8	\$78.00	\$2,496.00
Non-Holiday 3	2	2	8	\$78.00	\$2,496.00
Non-Holiday 4	2	2	8	\$78.00	\$2,496.00
Total Patrol Days	8				

Non-Holiday Roving Patrol Total:

\$9,984.00

Total Roving Patrol Days:

71

In-Town Checkpoints

Holiday In-Town Checkpoints

Indicate the actual number of In-Town checkpoints planned.

See dates highlighted in **Green** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 64 hours per checkpoint

ALL IN-TOWN CHECKPOINT ACTIVITIES MUST BE CONDUCTED ON THE DATES LISTED ON THIS PAGE. ANY CHANGES TO CHECKPOINT DATES MUST BE APPROVED BY THE HIGHWAY SAFETY OFFICE PRIOR TO RESCHEDULING ANY CHECKPOINT ACTIVITY. CHECKPOINT ACTIVITY HOURS MAY NOT EXCEED 64 HOURS PER CHECKPOINT.

	Number of Checkpoints	Number of Shifts Per Checkpoint	Hours Per Checkpoint Shift	OVT Hourly Rate	Subtotal
TCNY				\$	\$00.00
MD				\$	\$00.00
J4				\$	\$00.00
Labor				\$	\$00.00
Total Checkpoints	0				

Holiday In-Town Checkpoint Total:

\$00.00

Non-Holiday In-Town Checkpoints

See dates highlighted in **Blue** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 64 hours per checkpoint

ALL OUT-OF-TOWN CHECKPOINT ACTIVITIES MUST BE CONDUCTED ON THE DATES LISTED ON THE HOST TOWN'S "IN-TOWN CHKPTS" PAGE OR APPROVED BY THE HIGHWAY SAFETY OFFICE. CHECKPOINT ACTIVITY HOURS MAY NOT EXCEED 64 HOURS PER CHECKPOINT.

	Number of Checkpoints	Number of Shifts Per Checkpoint	Hours Per Checkpoint Shift	OVT Hourly Rate	Subtotal
Non-Holiday 1				\$	\$00.00
Non-Holiday 2				\$	\$00.00
Non-Holiday 3				\$	\$00.00

Non-Holiday 4				\$	\$00.00
Total Checkpoints	0				

Non-Holiday In-Town Checkpoint Total:

\$00.00

Total In-Town Checkpoints:

0

Planned In-Town Checkpoint Dates

List all planned In-Town Checkpoint dates. Include both Holiday and Non-Holiday dates.

The Total Number of Dates value will update upon saving this page.

Total Number of Dates: 0

Out-of-Town Checkpoints

Holiday Out-of-Town Checkpoints

Indicate the actual number of Out-of-Town checkpoints planned.See dates highlighted in **Green** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 64 hours per checkpoint

ALL OUT-OF-TOWN CHECKPOINT ACTIVITIES MUST BE CONDUCTED ON THE DATES LISTED ON THE HOST TOWN'S "IN-TOWN CHKPTS" PAGE OR APPROVED BY THE HIGHWAY SAFETY OFFICE. CHECKPOINT ACTIVITY HOURS MAY NOT EXCEED 64 HOURS PER CHECKPOINT.

	Number of Checkpoints	Number of Shifts Per Checkpoint	Hours Per Checkpoint Shift	OVT Hourly Rate	Subtotal
TCNY				\$	\$00.00
MD				\$	\$00.00
J4				\$	\$00.00
Labor				\$	\$00.00
Total Checkpoints	0				

Holiday Out-of-Town Checkpoint Total:

\$00.00

Non-Holiday Out-of-Town Checkpoints

See dates highlighted in **Blue** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 64 hours per checkpoint

	Number of Checkpoints	Number of Shifts Per Checkpoint	Hours Per Checkpoint Shift	OVT Hourly Rate	Subtotal
Non-Holiday 1				\$	\$00.00
Non-Holiday 2				\$	\$00.00
Non-Holiday 3				\$	\$00.00
Non-Holiday 4				\$	\$00.00
Total Checkpoints:	0				
Non-Holiday Out-of-Town Checkpoint Total:					\$00.00

Total Out-of-Town Checkpoints: 0

Grand Total

Grand Total: \$88,608.00

Special Enforcement

Applicant: *Norwalk Police Department*
Project Title: *FY25 DUI Enforcement Grant*

8 OFFICERS PER EVENT MAXIMUM.
8 HOUR SHIFTS MAXIMUM.

SPECIAL EVENT ENFORCEMENT REQUIRES ADDITIONAL WRITTEN JUSTIFICATION AND APPROVAL FROM THE PROGRAM COORDINATOR.

***** Please describe in detail the nature of the event, past history, crash data, arrest data, or problems necessitating the additional manpower for alcohol enforcement and any other information necessary to consider for additional enforcement.**

Date:
Event:

Enforcement Officer	Number of Hours	Hourly Rate	Subtotal
		\$	\$00.00

Event Total: **\$00.00**

Event Description: *

Approved By: *Kathryn Overturf Nohelty*
Disapproved By:

Grand Total

\$00.00

Fringe

Applicant: *Norwalk Police Department*

Project Title: *FY25 DUI Enforcement Grant*

Do you plan on submitting a Fringe Rate? * ☒ Yes ☐ No

Fringe Benefits

NOTES:

- **If fringe rate is being charged/reimbursed, this page should be completed and signed.**
- **Fringe benefit charges should NOT be included in the hourly rate.**
- **No hourly rate should be inflated--all hourly rates should be reported as actuals.**

I hereby certify that the information below is the true and accurate and authorized by "*Norwalk Police Department*" for hours worked by personnel for the following time period:

FROM: *10/14/2024 **

TO: *09/07/2025 **

Actual Cost Category	Officer/Constable Fringe Rate OVT %	Trooper Fringe Rate OVT %
<i>FICA-Medicare</i>	<i>1.45000</i>	
Other Cost Category		
Total Fringe Rate	<i>1.45000%</i>	<i>00.00000%</i>

City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the fringe benefit rate(s) identified above accurately represents the fringe benefit costs to the city/town/agency for the individuals employed under or working on this project.

*** Name:** *Rita Nigri*
*** Title:** *Grant Administrator*

*** Signature:** *Rita Nigri*
Signature Date: *10/24/2024*

Budget

Applicant: Norwalk Police Department
Project Title: FY25 DUI Enforcement Grant

Salaries

Category	Regular Enforcement	Special Enforcement	Estimated Wages Subtotal
Municipal PD	\$88,608.00	\$00.00	\$88,608.00
Resident Trooper	\$00.00	\$00.00	\$00.00
Officer/Constable	\$00.00	\$00.00	\$00.00
State Police	\$00.00	\$00.00	\$00.00
Total Estimated Wages:			\$88,608.00

Fringe Benefits

Category	Fringe Benefit Rate	Fringe Benefits Cost Subtotal
Municipal PD	1.45000%	\$1,284.82
Resident Trooper	00.00000%	\$00.00
Officer/Constable	1.45000%	\$00.00
State Police	00.00000%	\$00.00
Total Estimated Fringe Benefits:		\$1,284.82

Indirect Costs

Approved Indirect Cost
Rate (if applicable): * 00.00%

Total Indirect Costs: \$00.00

City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the Indirect Costs Rate identified above accurately identifies what is allowable.

Click **Save** to populate the Signature Date and Title of the selected Authorizing Official.

Name: Rita Nigri*

Signature: Rita Nigri*

Title: Grant Administrator*

Signature
Date: 10/24/2024*

Equipment

List Each Item.

Any items valued equal to or greater than \$10,000 require NHTSA Pre-Approval.

Click the **+** icon to **add** a new row

Click the **-** icon to **delete** an existing row

Item	Quantity	Cost Per Item	Total Cost	Buy America Supporting Documentation (If any item's Cost Per Item >= \$10,000, Buy America Documentation is Required)
		\$	\$00.00	

Total Equipment Costs:

\$00.00

Copy of Equipment Quote

Supported file types: .doc, .docx, and .pdf

Other Supporting Documentation

Supported file types: .doc, .docx, and .pdf

Grand Total

Grand Total
Amount: \$89,892.82

Budget Notes:

Budget Summary

Total Federal Budget \$89,892.82
Total Match Budget \$00.00

Relevant FAIN numbers will initially be unavailable during the grant submission process.

FAIN Numbers will be automatically assigned here once the grant has been submitted, reviewed and processed by CT HSO.

Federal Award Identifier Number (FAIN):

69A37522300001540CTA
 69A37523300001540CTA
 69A37524300001540CTA
 69A37525300001540CTA

Cost Category	Amount	Budget Summary Approval (For HSO Staff Only)		
Officers-Salaries	\$88,608.00	[X]Approved	Conditions Apply *	N/A
Officers-Fringe Benefits @ 1.45%	\$1,284.82	[X]Approved	Conditions Apply *	N/A
Trooper-Salaries	\$00.00	Approved	Conditions Apply *	[X]N/A
Trooper-Fringe Benefits @ 00.00%	\$00.00	Approved	Conditions Apply *	[X]N/A
State Police-Salaries	\$00.00	Approved	Conditions Apply *	[X]N/A
State Police-Fringe Benefits @ 00.00%	\$00.00	Approved	Conditions Apply *	[X]N/A
Indirect Cost	\$00.00	Approved	Conditions Apply *	[X]N/A
Equipment	\$00.00	Approved	Conditions Apply *	[X]N/A
Total Federal Budget	\$89,892.82	* Conditionally Approved amounts will only be reimbursed upon satisfying the condition mentioned below.		
Total Grant Amount	\$89,892.82			

Notes

Reimbursement Requirements

NOTE: This is a federally reimbursable program. The cost of all expenses incurred under this project must first be paid for with municipal or state agency funds. The sub-grantee may then apply for reimbursement based on the procedures and policies listed below.

Requested Project Start Date *		Approved Project Start Date
10/24/2024	10/31/2024	The HSO-Approved Project Start Date will populate here once the submitted grant has been reviewed by HSO staff.
1st Billing Period Start Date	1st Billing Period Ending Date	Reimbursement Deadline
October 3, 2024	January 1, 2025	February 1, 2025
2nd Billing Period Start Date	2nd Billing Period Ending Date	Reimbursement Deadline
January 2, 2025	March 29, 2025	April 29, 2025
3rd Billing Period Start Date	3rd Billing Period Ending Date	Reimbursement Deadline
April 3, 2025	July 6, 2025	August 6, 2025
4th Billing Period Start Date	Project Ending Date	Reimbursement Deadline
July 10, 2025	September 6, 2025	October 6, 2025

- All reimbursements must be signed and dated by the sub-grantee's authorizing official.
- Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.
- Under the terms and conditions of this project application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than thirty (30) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.
- All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).
- Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30th. Failure to do so may jeopardize your reimbursement.
- All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.

- Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30th.
- Photocopies of any media coverage (if applicable) or supportive documentation can be included. Grant category budgets should be adhere to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.

FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.

Certifications & Assurances

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. *The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant

knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. The participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction

knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, department the or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Signature

This section must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Name: Rita Nigri *
Title: Grant Administrator *

Signature: Rita Nigri *
Signature Date: 10/24/2024

Audit Requirements

This page must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS

Attachment A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2024

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of *Norwalk Police Department* declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources ***DOES exceed \$1,000,000.00*** and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: *Rita Nigri*

Signature: *Rita Nigri*

Title: *Grant Administrator*

Date: *10/24/2024*

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)

AUDIT EXEMPTION STATEMENT:

The town/city/agency of *Norwalk Police Department* declares that for the fiscal year ending September 30, 2025, the sum total of Federal funds awarded to local government agencies from all sources ***DOES NOT exceed \$1,000,000.00*** and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name:

Signature:

Title:

Date:

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

- a. Any sub grantee receiving \$1,000,000.00 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.
- b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Department of Engineering
125 East Avenue
Norwalk, CT 06851
www.norwalkct.gov

NORWALK COMMON COUNCIL

VII.E.

REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: November 5, 2024

(Note - Agenda closes 12:00 Noon on the Thursday before the Council meeting.)

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Vanessa Valadares, Chief of Operations and Public Works / Public Works Committee

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Public Works

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES NO WHICH ONE? Public Works

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO XX N/A

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

1. Authorize the Mayor, Harry W. Rilling, to execute the Second Supplemental Project Authorization Letter to Walk Bridge Program - 301-0515NP Project, whereby the City of Norwalk will transfer funds in the amount of \$821,637.00 on November 15, 2024 and \$821,637.00 on July 1, 2025 to fund the undergrounding of utility lines on East Ave from Fort Point Street to Olmstead Place to be performed by Conn DOT.

Account No. 09 22 4021 5777 C0471
09 23 4021 5777 C0471
09 24 4021 5777 C0471
09 25 4021 5777 C0471
09 26 4021 5777 C0471

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Section 1-189 Charter of the City of Norwalk & Section 8-24 of the Connecticut General Statutes

EFFECTIVE DATE OF ACTION (if applicable):

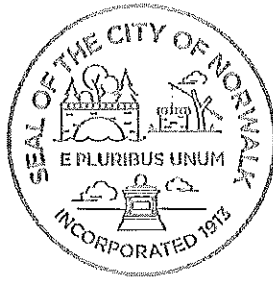
Upon adoption and compliance with Charter provisions



Signature of Person Making Request

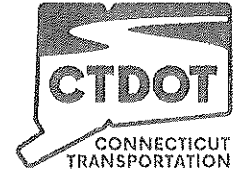
Please fill in all blanks and note if an item is not applicable.

Am ended 4/13/84



Contract Staff Summary

Department/Staff Contact	DPW Vanessa Valadares x47902
Common Council Committee	Public Works Committee
Date Approved by Committee	November 12, 2024
Purpose/Scope	Second Supplemental Project Authorization Letter to Walk Bridge Program Advance Utility Project State Project No. 0301-0515/515NP, Federal-Aid Project No. DNA Master Agreement No. 11.29-02(12)
Vendor (Indicate if new or existing vendor)	CTDOT
Term of Contract	Upon Completion
Method of Procurement (Indicate if sole source)	
Cost of Contract	\$821,637.00 on November 15, 2024 \$821,637.00 on July 1, 2025
Funding Source/Account Number	09 22 4021 5777 C0471 09 23 4021 5777 C0471 09 24 4021 5777 C0471 09 25 4021 5777 C0471 09 26 4021 5777 C0471
Additional Information/Other Details	Undergrounding of utility lines on East Ave from Fort Point Street to Olmstead Place to be performed by Conn DOT.



October 23, 2024

The Honorable Harry W. Rillings
Mayor
City of Norwalk
125 East Avenue
Norwalk, Connecticut 06851

Dear Mayor Rillings:

Subject: Second Supplemental Project Authorization Letter
Walk Bridge Program
Advanced Utility Project
State Project No. 0301-0515/515NP
Federal-Aid Project No. DNA
Master Agreement No. 11.29-02 (12)
CORE ID No. 13DOT027AA
City of Norwalk

On April 11, 2013, the State of Connecticut Department of Transportation (Department) and the City (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Second Supplemental Project Authorization Letter (PAL) is necessary to provide additional funding for increased Contract Items and Contingencies costs resulting from Construction Change Order Nos 1 through 12 and reflect decreases to Incidentals to Construction – Municipal Services. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The Department is responsible for Administration of the Construction Project.

This Construction Project is to underground utilities on East Ave, beginning at Winfield Street and ending at Olmstead Place, for a distance of approximately 1600 feet.

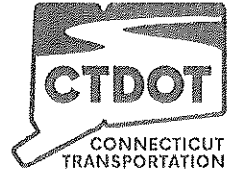
This Second Supplemental PAL incorporates an increase of One Million Six Hundred Forty-Three Thousand Two Hundred Seventy-Four Dollars and No Cents (\$1,643,274) in the total estimated Construction Project Cost.

The Department will be responsible for a portion of the cost of TTD municipal work in the amount not to exceed One Hundred Sixty-Two Thousand Forty-Six Dollars (\$162,046).

The Municipality shall be responsible for the cost of the municipal work and TTD Municipal work in the amount of Nine Million Eight Hundred Twenty-Nine Thousand Five Hundred Ten Dollars and No Cents (\$9,829,510). In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. If the cost for the project exceeds this amount, the Municipality will be informed and shall provide the additional costs.

2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546
860-594-2000

CT.GOV/DOT



The Municipalities additional Construction Project Cost will be divided into two additional demand deposits.

The sixth Demand Deposit in the amount of Eight Hundred Twenty-One Thousand Six Hundred Thirty-Seven Dollars and No Cents (\$821,637) is due to the DOT for the Municipalities share of the projected project costs. The Municipality shall receive an invoice for the Demand Deposit from the Department's Revenue accounting Unit on November 15, 2024.

The seventh Demand Deposit in the amount of Eight Hundred Twenty-One Thousand Six Hundred Thirty-Seven Dollars and No Cents (\$821,637) is due to the DOT for the Municipalities share of the projected project costs. The Municipality shall receive an invoice for the Demand Deposit from the Department's Revenue accounting Unit on July 1, 2025.

Please indicate your concurrence with the Supplemental PAL by signing below on or before November 1, 2024 and returning a copy to the Project Manager listed below at the letterhead address. Submission of the Written Acknowledgement of the PAL by hard copy, facsimile, or electronic transmission is acceptable. The Master Agreement and the Supplemental PAL will be incorporated into one another in their entirety and contain the legal and binding obligation of the Municipality with respect to the Construction Project.

If you have any questions, please contact the Project Manager, Gustavo Melo, at (475) 266-2425.

Very truly yours,

Signed by:

James A. Fallon, P.E.

James A. Fallon, P.E.

Assistant Chief Engineer

Bureau of Engineering and Construction

Enclosures

Municipality's Acknowledgement of Supplemental PAL:

Concurred By: _____ Date: _____

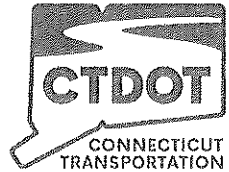
The Honorable Harry W. Rilling

Mayor

cc: Vanessa Valadares, PE, Department of Public Works, City of Norwalk

2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546
860-594-2000

CT.GOV/DOT



PAL Attachment
State Project No. 0301-0515

Estimated Construction Costs

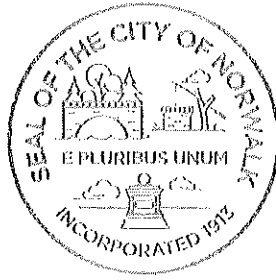
Municipality's Cost for Municipal Undergrounding and TTD Municipal Undergrounding

A. Contract Items and Contingencies.....	\$ 9,991,556 ⁽¹⁾
B. Incidentals to Construction – Municipal Services.....	\$ 0
C. Incidentals to Construction – Municipal Design Services During Construction.	\$ 0
D. Incidentals to Construction – Municipal Airport Operation Safety.	\$ 0
E. Incidentals to Construction – DOT Other Engineering Services During Construction. .	\$ 0
F. Incidentals to Construction – DOT Project Inspection Services	\$ 0
G. Total Construction Cost (A+B+C+D+E+F)	\$ 9,991,556
H. Municipality Proportionate Share of the Total Construction Cost.....	\$ 9,829,510
I. State Proportionate Share of the Total Construction Cost	\$ 162,046

⁽¹⁾Fee rounded

2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546
860-594-2000

CT.GOV/DOT



Contract Staff Summary

Department/Staff Contact

DPW/Chris Torre

Common Council Committee

Public Works

Date Approved by Committee

Purpose/Scope

2026 Mack Granite Plow Truck

Vendor

Gabrielli Truck Sales

(Indicate if new or existing vendor)

Term of Contract

N/A

Method of Procurement

Sole Source

(Indicate if sole source)

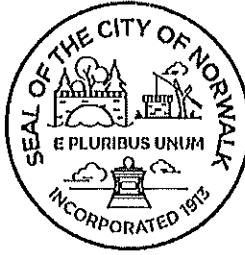
Cost of Contract

\$310,139

Funding Source/Account Number

09254031-5777-C0313

Additional Information/Other Details



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 10/8/2024

DEPARTMENT: Public Works

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive quotations (§3-204), informal competitive request for proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☐	1	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☒	3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
☐	5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	6	Other, please explain:

TOTAL COST: \$310,139.00 MUNIS Account: 09254031-5777-C0313

VENDOR: Gabrielli Truck Sales

Purchasing Agent Signature		The Purchasing Agent		Department Head Signature	
Digitally signed by Sharon Conners		☒	Supports		
Purchasing Agent Name		☐	Does Not Support		
Date: 2024.10.17 11:39:53 -04'00'		☐	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Department Head Name	
				Date	

JUSTIFICATION:

The purchase of this 2026 Mack Granite Plow Truck will be the next step in our plow truck replacement and standardization plan. The City of Norwalk has been standardized on the Mack Granite chassis since 2008. Standardization has enabled Fleet Services to minimize parts inventory, reduce downtime, and increase the rate of trucks returned to service during storm events.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

Chris Stadler

From: Chris Stadler
Sent: Tuesday, August 20, 2024 2:07 PM
To: Chris Stadler
Subject: FW: Additional Deduction Information
Attachments: Proposal for CITYOFNORWALK Updated.pdf

From: Chris Stadler
Sent: Tuesday, August 20, 2024 11:45 AM
To: Halverson, Matthew <MHalverson@norwalkct.gov>
Subject: Additional Deduction Information

Mathew

Please see additional Chassis price Deduction If Chassis Only is paid in full when chassis arrives and inspected at the Body Company.

Chassis Deduct \$ 2710.00 Option

Due to the high interest rates of Floor Planning and length of time that takes the body installer to mount their equipment ,I thought you might be interested in this option.

Thank You ,

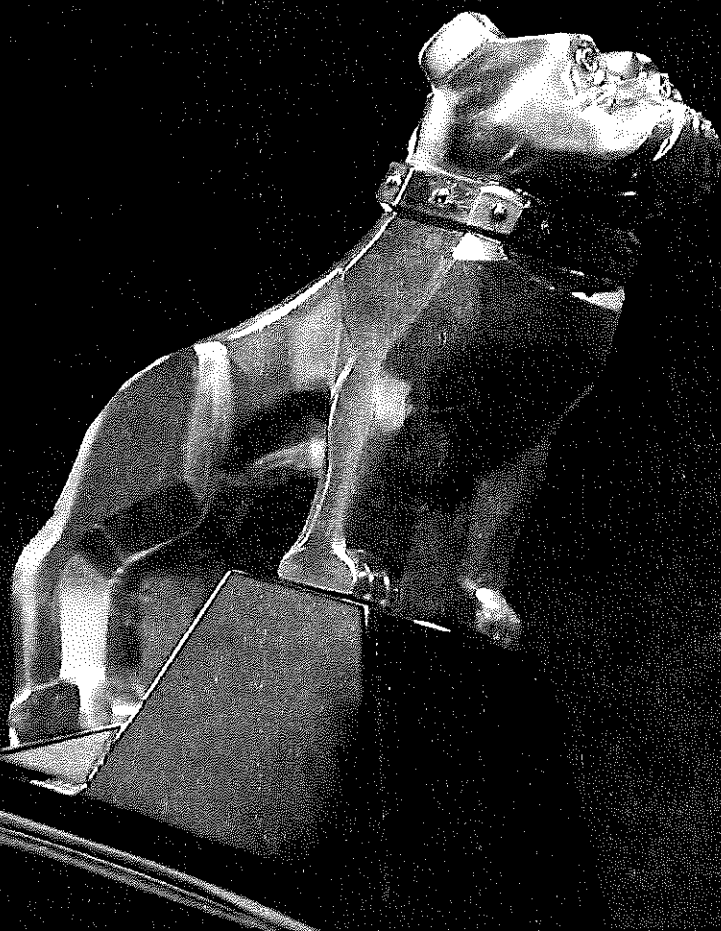
Chris Stadler
General Manager



401 Old Gate Lane
Milford , CT. 06460
(203)877-3281 ext.5121
(917)337-8832 Cell
(203) 877-0614 Fax
cstadler@gabriellitruck.com

CUSTOMER PROPOSAL

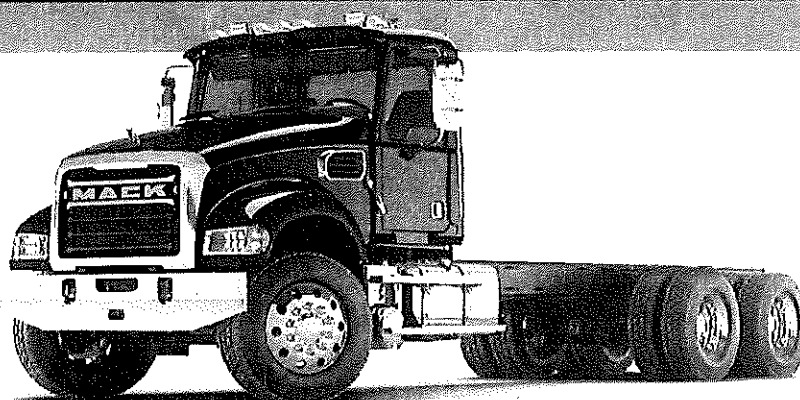
MAEK®



PREPARED FOR
CITY OF NORWALK
125 EAST AVE
NORWALK
CT 068515702
DATE
8/19/2024

PREPARED BY
GABRIELLI TRUCK SALES OF CONNECTICUT,
LL
277 NEW PARK AVE
HARTFORD
CT 06106-2049

QUOTE INFORMATION
GABR2024000173A163
GRANITE 42FR
Qty: 1





Thank you for giving us this opportunity to provide a quote.

This proposal contains the complete specification and performance details of the Mack model configured for your application. Every proposed spec from Mack is prepared with lowest total cost of ownership and highest return on investment as the key objectives for our customers.

This reflects Mack's focus on application excellence to deliver uptime and fuel economy, reduced maintenance, driver satisfaction, productivity and high resale value. The enclosed spec and recommendations have been carefully designed to meet all these objectives.

Beyond the technical specifications contained in this proposal, it's important to remember that each Mack truck is backed by Mack Connect, the industry's leading uptime and productivity solution, plus a coast-to-coast network of dealer service locations. I think that after reviewing this proposal you will realize why Mack is "The American Truck You Can Count On."

I look forward to meeting with you and to discuss any questions you might have regarding this proposal.

Yours sincerely

PREPARED FOR
CITY OF NORWALK
125 EAST AVE
NORWALK
CT 068515702
DATE
8/19/2024

PREPARED BY
GABRIELLI TRUCK SALES OF CONNECTICUT,
LL
277 NEW PARK AVE
HARTFORD
CT 06106-2949

QUOTE INFORMATION
GABR2024000173A463
GRANITE 42FR
Qty: 1

CHRIS STADLER

GABRIELLI TRUCK SALES OF CONNECTICUT, LL

PRICELIST DATE
20240812

QUOTATION
GABR2024000173A463

DATE
8/19/2024

PAGE
2 of 15

TECHNICAL SPECIFICATION

GRANITE 42FR



MODEL DEFINING		DESCRIPTION
S	PRICE BOOK LEVEL	2026A Pricebook
S	VOLTAGE	ELECTRICAL SYSTEM 12 VOLT

APPLICATION PACKAGES		DESCRIPTION
	CHASSIS CONFIGURATION PACKAGE	ONEBOX EATS, LH BATTERY BOX, 8.7 GALLON (33L) SLEEVED DEF, SINGLE 26" LH FUEL TANK

CUSTOMER/VEHICLE INFO		DESCRIPTION
S	CHASSIS (BASE MODEL)	GRANITE 42FR
S	ASSEMBLY PLANT	Made in Macungie, PA USA
	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
S	TYPE OF SERVICE	COMMERCIAL
S	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION
	EMISSION WARRANTY CERTIFICATION	CARB + EPA for Mack MP7 / MP8 Diesel
	Order Subject to Meeting All Mack Policies, Terms and Conditions,	Including but not Limited to Applicable CARB and/or Section 177 States' Regulation requirements
	INTENDED REGISTRATION LOCATION	CONNECTICUT
S	INITIAL REGISTRATION LOCATION	USA REGISTRATION
	BRAND ORNAMENT	BULLDOG, CHROME
S	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH
S	ROAD CONDITION	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE
	VEHICLE USE & BODY/TRAILER TYPE	SNOW PLOW FRONT MOUNTED
	TRAILER TYPE	FIXED DRAWBAR TRAILER AND CENTERED AXLES
	GROSS COMBINATION WEIGHT (CA in PC29 only)	100,000 LB (45 TONNES) GROSS COMBINATION WEIGHT
S	BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)
	TOPOGRAPHY	GRADES <3% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 8%
S	AMBIENT TEMP UPPER LIMIT	AMBIENT TEMPERATURE HOT, WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR
	OPERATING TERRAIN GRADE CONDITIONS	TURNPIKE / INTERSTATE, STARTING / OPERATING GRADES 3% MAX
S	LOADING SURFACE FACTOR	CONCRETE LOADING AND / OR UNLOADING SURFACE
	VEHICLE VOCATION	CONSTRUCTION SERVICE

ENGINE/TRANSMISSIONS		DESCRIPTION
	ENGINE / MOTOR	MP7-425C MACK 425HP @ 1500-1800 RPM (PEAK) 2100 RPM (GOV) 1650 LB-FT, US'21
S	GHG APPLICATION, VEHICLE	GREEN HOUSE GAS VOCATIONAL APPLICATION
	TRANSMISSION	4500 RDS 6 SPEED ALLISON GEN 6 W/PROGNOSTICS, WITH PTO PROVISION
S	GEARBOX 12TH GEAR LOCK-OUT	WITHOUT 12TH GEARBOX GEAR LOCK-OUT

EXHAUST/EMISSIONS		DESCRIPTION
	NOX LIMITS	CARB LEGACY / EPA (200MG/HP/HR), 50 State Idle Compliance
S	IDLE EMISSION LABEL LOCATION (CA in PC29 only)	IDLE EMISSION LABEL LOCATION, LOWER LH CORNER OF DRIVER DOOR
S	DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21
	CHASSIS MOUNTED EMISSIONS FINISH	W/O DEF COVER & STAINLESS STEEL DPF COVER
	DIESEL EXHAUST FLUID TANK	8.7 GALLON (33 L) 26" LEFT SIDE FUEL TANK MTD

PRICELIST DATE
20240812

QUOTATION
GABR2024000173A463

DATE
8/19/2024

PAGE
3 of 15

TECHNICAL SPECIFICATION (cont.)



EXHAUST/EMISSIONS	DESCRIPTION
EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END
EXHAUST STACK HEIGHT	9' 6" FROM GROUND
EXHAUST - BRIGHT FINISH	SINGLE, BRIGHT FINISH HEAT SHIELD, STACK
EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2025

ENGINE EQUIPMENT	DESCRIPTION
AIR CLEANER	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR CONTROLLED INSIDE-OUTSIDE AIR INTAKE
S BUG SCREEN	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER
S AIR COMPRESSOR/DRYER	WABCO HEATED SS-HP AIR DRYER W/ WABCO 636 (37.4 CFM) AIR COMPRESSOR
S AIR DRYER POSITION (CA)	AIR DRYER POSITION STANDARD
S ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE
BATTERIES	(3) MACK 12V 1000/3000 CCA THREADED STUD TYPE
S BATTERY BOX - MOUNTING (x)	LH RAIL UNDER CAB FORWARD OF FUEL TANK (3 BATTERY MAX)
BATTERY BOX COVER	POLISHED ALUMINUM
EMERGENCY START CONNECTIONS	EMERGENCY START STUDS, BATTERY BOX MOUNTED
BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE
S STARTER MOTOR	12 VOLT DELCO 39MT-MXT
ENGINE BRAKE	MACK MP7 POWERLEASH
S ENGINE BRAKE ACTIVATION	ENGINE BRAKE ACTIVATION, BASIC
S FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE
S COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO -34DEG, W/ FILTER
HOSES - RADIATOR/HEATER	SILICONE RADIATOR AND HEATER HOSES
FUEL-WATER SEPARATOR	DAVCO 387, (FLUID HTD) W/12V PREHEAT & MACK SEC FUEL FILTER
S RELOCATE FUEL FILTER (CA)	STANDARD FUEL FILTER POSITION
S ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)
OIL SUMP	CORROSION RESISTANT OIL PAN
TETHER DEV PKG, CAPS & COVERS	CAP RETAINER FOR OIL FILL & RADIATOR OVERFLOW TANK, BATTERY BOX, AND TOOL BOX (IF FURNISHED)
S EMERGENCY ENGINE STOP (CA)	WITHOUT ENGINE STOP, EMERGENCY

CLUTCH/TRANS EQUIPMENT	DESCRIPTION
GEAR SHIFTER	ALLISON DASH MOUNTED SHIFTER W/NEUTRAL TO RANGE INHIBIT (HD SERIES)
S CLUTCH ACTUATION SYSTEM & PEDAL PAD	WITHOUT CLUTCH CABLE SYSTEM
MINIMUM REQUIRED DRIVELINE SIZE (KAX)	MINIMUM REQUIRED DRIVELINE FOR KAX, PROPS-L
DRIVELINE - MAIN	MERITOR 18 MXL "XTENDED LUBE" (PROPS-L)
DRIVESHAFT MAIN U-JOINT	UNIVERSAL JOINT HALF-ROUND TYPE
S TRANSMISSION OUTPUT TORQUE	TRANSMISSION OUTPUT TORQUE BASIC
LUBRICANTS, TRANSMISSION	TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS
TRANSMISSION OIL COOLER	ALLISON 4xxx SERIES TRANSMISSION W/DIRECT MOUNT COOLER & SS COOLANT TUBES

FRONT AXLE EQUIPMENT	DESCRIPTION
S FRONT AXLE	18000# (8200 KG) MACK FXL18 STRAIGHT SPINDLE/UNITIZED BEARINGS
SPRINGS - FRONT	MACK MULTILEAF 18000# (8200 KG) GROUND LOAD RATING, EQUAL BIAS
BRAKES - FRONT	MERITOR "S" CAM TYPE 16.5" x 6" Q+

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FRONT AXLE EQUIPMENT		DESCRIPTION
	BRAKE DRUMS - FRONT	CAST IRON
S	DUST SHIELDS - FRONT	DUST SHIELDS FOR FRONT AXLE
	SLACK ADJUSTERS - FRONT	HALDEX - AUTOMATIC
	BRAKE CHAMBERS - FRONT	FRONT BRAKE CHAMBER MANUFACTURER, HALDEX
	HUBS - FRONT	FERROUS
S	FRONT AXLE LUBRICANT	FRONT AXLE LUBE, FAG NLGI2 GREASE
S	SHOCK ABSORBERS - FRONT	DOUBLE ACTING TYPE
S	STEERING	SHEPPARD SD110

REAR AXLE EQUIPMENT		DESCRIPTION
	REAR AXLE - SINGLE	30000# (13600kg) MERITOR RS-30-185 SINGLE REDUCTION
S	WIDE TRACK AXLE OPTION	W/O WIDE TRACK AXLE
S	DRIVE AXLE LUBRICANT	DRIVE AXLE LUBE, SHELL 75W90 SYNTHETIC OIL
	CARRIER - REAR AXLE	VENDOR AXLES
	TRACTION DIFFERENTIAL	INTERWHEEL DIFFERENTIAL LOCK, FRONT-REAR AXLE ONLY
	REAR AXLE RATIO	5.38 RATIO
	REAR SUSPENSION - SINGLE	30000# MULTILEAF W/HELPER NO ANTI-SWAY
	BRAKES - REAR	MERITOR CAM 16.5"x7" P BRAKES
S	BRAKE DRUMS - REAR	CAST IRON
S	SLACK ADJUSTERS - REAR	HALDEX - AUTOMATIC
	DUST SHIELDS - REAR BRAKE	DUST SHIELDS FOR REAR AXLE
	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/36 TYPE
	BRAKE ORI REAR-MOST DRIVE AXLE	DRUM BRAKE CHAMBER ORIENTATION: Middle Mount - Forward of Axle - Chamber Up
S	PARKING BRAKE CHAMBER	HALDEX "GOLD SEAL PLUS" (3" STROKE) BRAKE CHAMBERS
	HUBS - REAR	FERROUS
	ANTILOCK BRAKE SYSTEM	BENDIX WITH TRACTION CONTROL 4S4M
S	AIR SYSTEM VALVE VENDOR	BENDIX SWITCHES AND VALVES WHERE POSSIBLE

FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION
	WHEELBASE	187"
	AF (OVERHANG)	94"
	FRAME RAILS & LINERS	9.5 x 90 x 300mm - (0.37" x 3.54" x 11.81")W/ Full Liner; RBM 3,580,000 LB-IN
	FRAME-RUST PREVENTATIVE	RUST PROTECTION BETWEEN FRAME RAILS AND LINERS
	FRONT FRAME LENGTH	BUMPER POSITION EXTENDED 20" (SNOW)
S	CROSSMEMBERS	BOC AND INTERMEDIATE(S) STEEL HD BACK-TO-BACK CHANNEL
S	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER
S	TAPERED FRAME RAIL ENDS	WITHOUT TAPERED FRAME RAIL ENDS
S	FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL
S	TOWING DEVICE, FRONT	HOOKS
	TOWING DEVICE, REAR	HOOKS - FRAME MOUNTED
S	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK
	FUEL TANK - LH	72 GALLON (275 L) 26" ALUMINUM, SLEEVED D-SHAPED
S	FUEL TANK - RH	W/O RH FUEL TANK
S	FUEL LINE MATERIAL	BRAIDED HOSE
S	FUEL FILLER NECK OPTIONS	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP

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FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION
	FUEL SYSTEM - DUAL	W/O FUEL LINE OPTION
S	CAB ACCESS STEPS	STANDARD 2 STEP CAB ACCESS
S	STEPS (BRIGHT) - FUEL TANK	STANDARD FINISH STEPS AND BRIGHT FINISH STRAPS

AIR/BRAKE		DESCRIPTION
S	RELOCATE AIR RESERVOIRS	W/O RELOCATED AIR TANKS
	AIR TANK DRAIN VALVE	AUTO DRAIN VALVE, HEATED, ON SUPPLY TANK, W/LANYARDS ON ALL OTHER TANKS
	AIR RESERVOIRS	ALUMINUM AIR TANK PAINTED CHASSIS COLOR
S	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM

ELECTRICAL		DESCRIPTION
	BACK-UP ALARM	ECCO BACK-UP ALARM 575 CONSTANT SOUND LEVEL 107 dB
	DASH MOUNTED SWITCHES	SIX (6) ASSIGNABLE BODYBUILDER DASH SWITCHES (5 ON-OFF, 1 MOMENTARY)
	FOG LAMPS	DASH CONTROL & WIRING, W/HOLESIZE TO ACCOMMODATE LOCAL INSTALL OF RND/RECT AUX FOG OR DRIVING
S	ROOF & SIDE MARKER LIGHTS	(5) TRUCKLITE CHROME BULLET ROOF MARKER & STANDARD MARKER / DIRECTIONAL SIGNAL
	AUXILIARY LAMPS (CA in PC29 only)	DASH CONTROL & POWER SUPPLY FOR LOCAL INSTALL OF AUX SNOWPLOW LAMPS OVERRIDE
	HEADLAMP BULB TYPE	DAYTIME RUNNING LIGHTS
	DAYTIME RUNNING LIGHTS	HEADLAMP BULB TYPE, LED
S	DRL OVERRIDE SPEED THRESHOLD	W/OVERRIDE SWITCH, PARK BRAKE ACTIVATED
	TAIL LAMPS	DRL OVERRIDE SPEED THRESHOLD 8 KMPH (5 MPH)
	WORK LIGHTS - CHASSIS MOUNTED	LED TYPE TAIL LAMP MODULE MTD BELOW REAR CROSSMEMBER
		RH/LH LED WORK LIGHT (STEPS & GROUND) ON BOTH SIDES TRUCK

TRAILER CONNECTIONS		DESCRIPTION
	TRAILER ELECTRICAL RECEPT	SINGLE 7 PINS STD SAE TYPE, END OF FRAME

PTO		DESCRIPTION
	PTO - CONTROL	TRANSMISSION PTO SWITCH AND LIGHT WITH WIRING AND PIPING FOR LOCAL INSTALLATION
S	BODY BUILDER INTERFACE	BODY LINK III W/CAB PASS-THRU

SPECIALTY EQUIPMENT		DESCRIPTION
S	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM
S	DATA CAPTURE	WITHOUT DATA CAPTURE
S	SURVEILLANCE CAMERA OPTIONS (CA)	WITHOUT CAMERA

CAB INTERIOR (A THRU G)		DESCRIPTION
S	SPEEDOMETER -&- GAUGES - UNIT(S) OF MEASURE	U.S. UNITS (PREDOMINANT)
	GAUGE OIL TEMP-REAR AXLE	REAR AXLE OIL TEMP GAUGE IN DID (DRIVER INFORMATION DISPLAY)
	AUX.INCAB PNEUMATIC LINE	AUX. INCAB PNEUMATIC LINE CLEANOUT
S	CLIMATE UNIT	ELECTRONIC CONTROLLED CLIMATE CONTROL AIR CONDITION
S	CUPHOLDER	CUPHOLDER
S	DOME LAMP, INTERIOR	(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED
S	DASH INDICATOR - LAMP BODY OUT OF POS	DASH MTD, INDICATOR BODY/HOIST UP "BODYBUILDER LAMP"

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CAB INTERIOR (A THRU Q)		DESCRIPTION
	FIRE EXTINGUISHER	5LB (ABC RATED) MOUNTED BETWEEN DRIVER SEAT BASE AND DOOR VALVE AIMED REARWARD
S	FLOOR COVERING	POLYURETHANE FLOOR MAT WITHOUT REMOVABLE INSERTS

CAB INTERIOR (H THRU R)		DESCRIPTION
S	INSTRUMENT CLUSTER LANGUAGE	DEFAULT: ENGLISH, SPANISH, FRENCH
S	KEY TYPES FOR DOORS	ALL CHASSIS KEYED AT RANDOM
S	KEYLESS ENTRY	W/O ELECTRONIC KEYLESS ENTRY
S	OVERHEAD CONSOLE	(2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS
	RADIO/RADIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH, SIRIUS/XM SATELLITE
S	RADIO - ANTENNA	RADIO ANTENNA, CAB MOUNTED BEHIND LH DOOR
S	AUDIO SHUTOFF	AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE
S	RADIO - BINDING POSTS FOR CB	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE
S	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL
S	RADIO - CB RADIO MOUNTING	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE
S	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR
	REFLECTOR KIT	EMERGENCY REFLECTOR KIT MOUNTED PARALLEL & CENTERED AGAINST BOC

CAB INTERIOR (S THRU Z)		DESCRIPTION
S	INTERIOR TRIM LEVELS	COMFORT TRIM PACKAGE, STEEL GRAY (Package 11A)
S	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 1 CHAMBER AIR LUMBAR
S	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - BLENDED BLACK & GREY VINYL
	SEAT - PASSENGER'S	MACK-FIXED, HIGH BACK, W/ STORAGE BOX
S	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - BLENDED BLACK & GREY VINYL
	SEAT ARM REST(S)	INBOARD MOUNTED ARM REST, DRIVER'S SEAT ONLY
	SEAT BELT(S)	LAP & SHOULDER HEIGHT ADJUSTMENT D-RING SEATBELT RH/LH ORANGE IN COLOR
S	SEAT BELT WARNING INDICATOR	SEAT BELT REMINDER IN INSTRUMENT, WITH AUDIO
S	STARTER SWITCH	KEY TYPE
	STEERING WHEEL	2 SPOKE URETHANE GRIP, GUNMETAL SPOKES, W/O SWITCHES
S	WINDSHIELD TYPE	TWO PIECE WINDSHIELD
	CAB GLASS	HEATED TINTED WINDSHIELD, GUARDIAN ENHANCED PROTECTIVE REAR GLASS W/SAFEFLEX; 50% TRANSMITTANCE
	WINDSHIELD WASHER	WINDSHIELD WASHER RESERVOIR INSTALLED BOC
	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE & ARCTIC WIPER BLADES

CAB EXTERIOR		DESCRIPTION
S	HOOD LATCH TYPE & FINISH	STRAP TYPE HOOD LATCH WITH BLACK FINISH
S	EXTERIOR TRIM FINISH AND PACKAGES	GRANITE BRIGHT AIR INTAKE
	GRILLE	BRIGHT FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED
S	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR
	GRAB HANDLES	BF EXTERIOR CAB GRAB HANDLES, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST
	HORN - AIR	(2) MACK RECTANGULAR SINGLE TRUMPET, BRIGHT FINISH ALUMINUM W/SNOW SHIELDS
S	HORN - ELECTRICAL	DUAL TONE
	MIRRORS - EXTERIOR	FLAT MIRROR - POLISHED ALUMINUM FINSH, HEATED, W/O LAMPS

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CAB EXTERIOR	DESCRIPTION
MIRRORS - CONVEX TYPE CAB DOORS	BRIGHT FINISH, LH & RH, 8" DIAMETER HEATED CONVEX
SUN VISOR - EXTERIOR	SUN VISOR, EXTERIOR, FIBERGLASS (PAINTED)

AERODYNAMIC DEVICES	DESCRIPTION
S CAB AERODYNAMIC PACKAGES	WITHOUT CAB AERODYNAMIC DEVICES
S FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS

WHEELS & TIRES	DESCRIPTION
TIRES BRAND/TYPE - FRONT	315/80R22.5 L BRIDGESTONE M870 (20000 lbs) (Total for QTY = 2)
WHEELS - FRONT	22.5x9.00 ACCURIDE 29300x WHITE POWDER COAT STEEL, 7.00" OFFSET, 5 HAND HOLE (Total for QTY = 2)
TIRES BRAND/TYPE - REAR	12R22.5 H BRIDGESTONE M863 (27120 lbs) (Total for QTY = 4)
WHEELS - REAR	22.5x8.25 MAXION 91541x WHITE POWDER COAT STEEL, 6.62" OFFSET, 2 HAND HOLE (Total for QTY = 4)
S VALVE STEMS & CAPS	STANDARD VALVE STEMS AND CAPS
S FRONT HUB/WHEEL TRIM	WITHOUT FRONT HUB/WHEEL TRIM
S REAR HUB/WHEEL TRIM	WITHOUT REAR HUB/WHEEL TRIM
WHEEL GUARDS - FRONT	PROTECTIVE NYLON SPACER BETWEEN DISCS WHEEL TO DRUM
WHEEL GUARDS - REAR	PROTECTIVE NYLON SPACER BETWEEN DISCS WHEEL TO DRUM
S WHEEL NUT & FINISH - FRONT (CA)	WHEEL NUT BASIC FINISH, FRONT
S WHEEL NUT & FINISH - REAR (CA)	WHEEL NUT BASIC FINISH, REAR

COMMUNICATION SYSTEMS	DESCRIPTION
S CO-PILOT - DISPLAY FEATURES ACCESS LEVEL	CO-PILOT DISPLAY, DRIVER ACCESS LEVEL 1
S TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES

ENGINE/ELECTRONICS	DESCRIPTION
S SHUTDOWN-ENG.OIL PRESSURE	OIL PRESSURE, ENGINE SHUTDOWN
SHUTDOWN-ENG.COOLANT LVL.	COOLANT LEVEL ENGINE SHUTDOWN
S SHUTDOWN-ENG.COOLANT TEMP	COOLANT TEMP, ENGINE SHUTDOWN
S ENG /OIL TEMP SHUTDOWN	ENGINE PROTECTION (SHUTDOWN)
S LOW IDLE ENGINE RPM	IDLE CONTROL, 600 RPM
S IDLE RPM UP W/LOW VOLTAGE	INCREASE 10 MINUTE MAXIMUM TIME
S IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED
S IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME
S IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY
S IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY
S IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE
S IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT
S IDLE S/D OVERRIDE %ENGINE LOAD	IDLE SHUTDOWN OVERRIDE UPTO 20% ENGINE LOAD THRESHOLD
S AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)
S AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)
S EHT, MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KM/H (10 MPH)
EHT, MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM
S EHT, MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM
S EHT, SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC

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TRANSMISSION ELECTRONICS		DESCRIPTION
	SHUTDOWN-TRANS. TEMP.	TRANS. PROTECTION, ENGINE SHUT DOWN (HIGH TEMP.)
	TRANSMISSION ELECTRONICS PACKAGE	DUMP/VOC/PLOW(223) - ALLOWS TRUCK TO BE PUT IN GEAR W/O SERVICE BRAKE (FOR PAVING) (4TH GEAR LIMIT S
	TRANSM AUTO NEUTRAL ON P-BRAKE	ALLISON PARK BRAKE AUTO NEUTRAL-REQUIRES PARK BRAKE TO BE DISENGAGED PRIOR TO SELECTING A GEAR TO DR
S	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	W/O ALLISON FUELSense 2.0 PROGRAMMING

VEHICLE ELECTRONICS		DESCRIPTION
S	ROAD SPEED LIMIT (RSL)	105 KM/H ROAD SPEED LIMITER (65MPH)
	PEDAL SPEED LIMITER	105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)
S	CRUISE CONTROL	CRUISE CONTROL
S	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)
S	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)
S	ENG BRAKE ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED
	DIFF LOCK SPEED LIMIT	DIFFERENTIAL LOCK ROAD SPEED LIMIT 24KMH (15MPH)
	MAXIMUM ENG SPEED AT 0 MPH	1950 MAXIMUM ENGINE SPEED AT 0 MPH
S	SPEED SENSOR TAMPERING DETECTION	DETECTION OF SPEED SENSOR TAMPERING, ENABLE
S	PWR.LIMIT LVL.-MPH SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED
S	DRIVER PERFORMANCE & BONUS PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS
S	DATAMAX ENGINE OVERSPEED-COMPANY	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM
S	DATAMAX ENGINE OVERSPEED-FUEL	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM
S	DATAMAX VEHICLE OVERSPEED-ALL	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)
S	DATAMAX VEHICLE OVERSPEED-FUEL	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)
S	DATAMAX IDLE LOG DELAY	ENGINE IDLE DELAY TO START LOG, 2 MIN
S	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH

PTO ELECTRONICS		DESCRIPTION
S	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM
S	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC
S	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM
S	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM
S	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM
S	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC
S	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM
S	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM

PAINT		DESCRIPTION
S	PAINT DESIGN	SINGLE COLOR
S	PAINT TYPE	SOLID PAINT
	PAINT COLOR - FIRST COLOR	SHAMROCK GREEN; L6694
S	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR

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PAINT	DESCRIPTION	
S	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR
S	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT
S	CAB COLOR	SAME AS FIRST COLOR - CAB
S	HOOD COLOR	SAME AS FIRST COLOR - HOOD
	SUN VISOR COLOR	SAME AS FIRST COLOR - SUN VISOR
S	SLEEPER ROOF COLOR	WITHOUT SLEEPER ROOF COLOR
S	ROOF FAIRING COLOR	WITHOUT ROOF FAIRING
S	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE); P3036
S	BUMPER	PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR
S	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED In the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT
S	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR
S	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR

CALCULATED CODES - KAX	DESCRIPTION	
S	PROPCALG SELECTION	YES, THE ORDER MUST BE CALCULATED
	AUTO ROUTING & CLIPPING, CENTER	AUTOMATIC ROUTING & CLIPPING PLACEMENT, CENTER SECTION

BASE WARRANTY & PURCHASED COVERAGES	DESCRIPTION	
S	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION
S	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)
	EMISSION - SURCHARGE	CARB + EPA for Mack MP7 / MP8 Diesel
	ENGINE WARRANTY	MACK MP7/MP8 BASE CARB EMISSION COVERAGE 60 MONTHS / 350,000 MILES
	EMISSION COMPONENT COVERAGE	US and CANADA CARB EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/350,000 MILES
	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data)
	CARRIER & AXLE HOUSING WARRANTY	STANDARD VENDOR NORMAL / HEAVY DUTY COVERAGE 36 MONTHS/350,000 (563,00 KM)
S	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE
S	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES
S	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)

CONNECTED SERVICES	DESCRIPTION	
S	MACK INTEGRATED UPTIME	MACK INTEGRATED UPTIME - 24 MONTHS
	MACK CONNECT LOCATION & REPORTING	MACK CONNECT LOCATION & REPORTING - 24 MONTHS
S	FLEET INTEGRATION	WITHOUT FLEET INTEGRATION
S	PARTNERED SERVICES	NO PARTNERED SERVICES PROVIDED

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PRICING SUMMARY
GRANITE 42FR

Final Unit Sales Price	\$ 159,583.00
Deal Size (Units)	1
EXTENDED DEAL SALES PRICE	\$ 159.583.00

Pricing Comments

Model Year 2026 Mack Granite Chassis \$ 159,583.00
Equipment provided by Equipment Specialist \$ 150,556.00 plus selected options

Total Package \$ 310,139.00 per completed unit

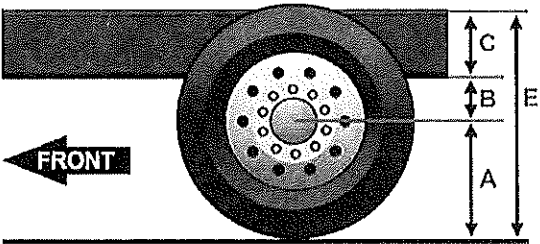
Please note: Due to the Allison Transmission 4500 RDS shortages scheduled built dates can be affected.

Additional If the Chassis is paid in full when Chassis arrives at the Body Company
Deduct \$ 2710.00 from the Chassis Unit Price.

CITY OF NORWALK	DATE	GABRIELLI TRUCK SALES OF CONNECTICUT, LL	DATE
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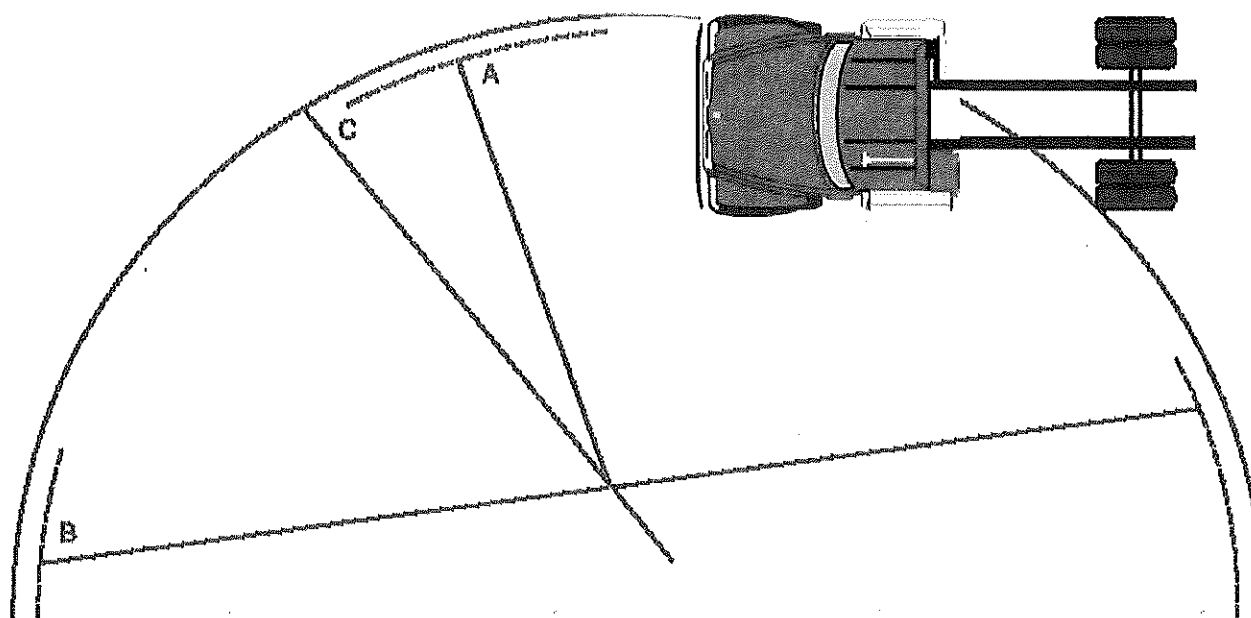


VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY					
Description	Vehicle Code	Design Code	Height		
			Original	Loaded	Empty
Tire Radius	9011458	A	21.5	19.5	INCHES
Suspension Height	2601035	B	12.0	9.1	INCHES
Frame Depth	FRAME300	C	11.8	11.8	INCHES
Total Height	N/A	E	45.4	40.4	INCHES



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

Description	SAE Code	Designation	Length	Unit
SAE Turning Radius	N/A	A'	28.8	FEET
Adjusted Turning Radius	N/A	A	29.3	FEET
Curb-to-Curb Diameter	N/A	B	59.7	FEET
Wall-to-Wall Diameter	N/A	C	65.1	FEET



Tests have shown that the true location of the turning center is further to the rear than midway between drive axle sets (where applicable)

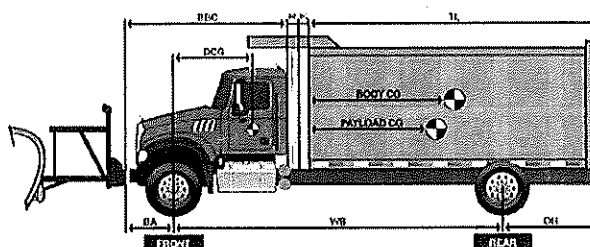
The actual location of the turning center depends on:

- Whether the drive tire equipment is single or dual.
- The overall load distribution for the vehicle (front/rear, between drive axles) in a loaded condition
- Manufacturing tolerances within the steering components



Description	Parameter	Value	Unit
Driver(s) & Equipment Weight		201	LB
Total Body Length	TL	16.4	FEET
Body Tare Weight		3501	LB
Front of Body to Body CG	BODY CG	96.0	INCHES
Additional Clearance from Back of Exhaust to Front of Body	BC	6.0	INCHES

VEHICLE SPECIFICATION SUMMARY				
Description	Parameter	Value	Length	Unit
Bumper to Front Axle	N/A	BA	29.0	INCHES
Wheelbase	N/A	WB	187.4	INCHES
Rear Overhang	N/A	OH	94.3	INCHES
Bumper to Back of Cab	N/A	BBC	116.5	INCHES
BOC Exhaust Space	130AD7	N/A	0.0	INCHES
Driver CG from Front Axle	N/A	DCG	70.9	INCHES



CALCULATED PERFORMANCE SUMMARY				
Tare Weight	Front Axle	Rear Axle (G)	Total	Unit
Chassis	9233	6782	16015	LB
Driver(s) & Equipment Weight	125	76	201	LB
Fuel	318	176	493	LB
Body/Trailer	-40	3542	3501	LB
Total Tare	9635	10574	20209	LB
Payload				
First Body Payload	-287	25200	24912	LB
Total - Lift Axles Down	9347	35774	45121	LB
GAWR	18000	27121	100000	LB

PRICELIST DATE
20240812

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8/19/2024

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VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Subcategory	Sales Code	Sales Description	Value	Unit
Front Axle	2401500	18000# (8200 KG) MACK FXL18 STRAIGHT SPINDLE/UNITIZED BEARINGS	18000	LB
Front Suspension	2442002	MACK MULTILEAF 18000# (8200 KG) GROUND LOAD RATING, EQUAL BIAS	18000	LB
Front Tires	9001415	315/80R22.5 L BRIDGESTONE M870 (20000 lbs)	20000	LB
Front Wheels	5311506	22.5x9.00 ACCURIDE 29300x WHITE POWDER COAT STEEL, 7.00" OFFSET, 5 HAND HOLE	20000	LB
		Front GAWR	18000	LB
Rear Axle	2522025	30000# (13600kg) MERITOR RS-30-185 SINGLE REDUCTION	30000	LB
Rear Suspension	2601035	30000# MULTILEAF W/HELPER NO ANTI-SWAY	30000	LB
Rear Tires	9011458	12R22.5 H BRIDGESTONE M863 (27120 lbs)	27121	LB
Rear Wheels	3462742	22.5x8.25 MAXION 91541x WHITE POWDER COAT STEEL, 6.62" OFFSET, 2 HAND HOLE	29800	LB
		Rear GAWR	27121	LB
		Truck GVWR	45121	LB
		Gross Combination Weight Rating	100000	LB
		Tax Value GVWR (USA FET Only)	48000	LB

PRICELIST DATE
20240812

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MACK®



Mack Trucks
www.macktrucks.com



EQUIPMENT SPECIALISTS

180 Roberts Street, East Hartford CT
06108 Tel: (860) 296-7000 • www.ES-
CT.com

August 9, 2024

GABRIELLI
ATTN: Chris Stadler

REF: NORWALK

TENCO 12M STAINLESS STEEL

We are Pleased to Quote the Following:

- ❖ Chassis MUST HAVE 48" of Clear Frame Rail Behind Cab (as much as Possible) for Spinner Assy & Valve/Tank Mounting. Relocating of Components Interfering in Installation will be Billed at Shop Rate of \$197 per Hour
- ❖ Chassis Must Have factory option switches, 6-Minimum preferred
- ❖ Minimum 44,000 GVW Six (6) Wheel Cab & Chassis
- ❖ 100" cab to axle measurement
- ❖ Allison 3000 or Higher Transmission
- ❖ INTEGRAL Front Frame Extensions
- ❖ Three (3) Indicator lights for body up, gate open and low oil
- ❖ Snow Plow Prep Package for Plow Lights
- ❖ Air and Electric to Rear
- ❖ Electric Trailer Brake Prep Package in cab
- ❖ Ground speed output for electronic sander control
- ❖ Clear Framerrail 48" Back of Cab BOTH Sides
- ❖ PTO switch in dash and wired to right side of transmission for Chelsea HOT shift PTO.

Equipment Package to include the following:

BODY:

- Tenco 12M-10-SS All Season Body
- Body Construction 3/16" 304# Stainless Steel
- Hardox 450 205,000 Psi Floor, & Chain Cover
- Stainless Steel Removable Conveyor System
- Stainless Steel Hydraulic Body Lines
- 6.0 Cubic Yard Capacity Level
- Three (3) Section Bolt-On Pillow Block Floor Hinge
- Mailhot CS-90 Stage Telescopic Main Dump
- 30" Cabshield Fully reinforced
- Open Understructure With 3" C-Channel
- Entire Body Grease Manifold
- SS FOLD-UP Ladder On Left Side Driverside
- 3/16" Six Panel Air-Tailgate

- Bolt-on Apron
- Grease Actuators For Chain Tensioning
- Poly Discharge Chute Chassis-Mount
- 16" Poly Spinner
- 3-1/2" X 22" Side Dump Cylinders 19 Ton Capacity
- Poly Fenders Over Rear Wheels
- Front & Rear Mud Flaps With Anti-Sail On Stainless Steel Brackets
- Additional Flap In Front Of Discharge Chute
- Center Flap To Protect Brake Chambers With Stainless Steel Brackets
- Conspicuity Tape & Safety Stickers As Required
- Shovel Holder With Snap Pin
- Wheel Chock Holder With Chocks

PLOW FRAME:

- Plow Frame With 4" X 10" Da Lift Cylinder And Multiple Push Point
- 5/8" Cheek Plates
- Plow Relief Circuit For Ease Of Plow Disconnect

PLOW:

- MONROE PLOW MP44R11-ISTT-MB1
- 44" HIGH, 11' LENGTH
- 10 GAUGE ROLL-FORMED MOLDBOARD
- (6) 1/2" X 4" TAPERED, ONE-PIECE, FLAME-CUT RIBS
- RIGHT HAND MAILBOX CUT
- 2" X 3" X 3/8" TOP ANGLE, 4" X 4" X 1/2" UPPER BOTTOM ANGLE, 3/4" BOTTOM ANGLE
- (6) NON-ADJUSTABLE 3/4" TORSION SPRING ASSEMBLIES FOR A 3-SECTION TRIP-EDGE
- "MUNICIPAL STYLE" PUSHFRAME
- (2) 3" X 16" SINGLE-ACTING REVERSE CYLINDERS
- TWO CHAIN LIFT
- SNOW DEFLECTOR INSTALLED
- 5/8 X 8 CUTTING EDGE
- MOLDBOARD & PUSH-FRAME TO BE 100% CONTINUOUSLY WELDED
- 4 POINT ATTACHMENT
- POWDER COATED MOLDBOARD ORANGE
- POWDER COATED PUSHFRAME BLACK
- PARKING JACK
- 30.5" PIN-IN CENTERS

HYDRAULIC SYSTEM:

- 37 Gallon Hydraulic Reservoir With Sight/Temp Gauge
- Hydraulic Filter With Indicator
- Low Oil Alert Light
- 2" Ball Valve Shut-Offs
- Suction Line Strainer
- 75cc Variable Displacement Pump
- Hot-Shift Wet-Spline PTO Via Allison 3000 Series & Chassis-Supplied Switch
- CERTIFIED SAUER DAN FOSS Five (5) Bank Electro-Proportional Load Sense Valve System
- CIRUS UNI-GRIP Joystick Control For Body, Load Cover, And Plow Functions, Mounted On Custom Reinforced Tower

- Upright Valve Body W/Stainless Steel Valve Enclosure
- CIRUS SPREAD SMART RX Spreader Control
- Stainless Steel Hydraulic Manifold & ½" Stainless Steel Piping Throughout Utilizing Short Lengths Of Hose & Swivel Fittings

ELECTRICAL:

- Body LED ICC Lighting
- LED Spinner Light With In Cab Switch
- LED Load Light With In Cab Switch
- Heated LED Plow Lights Mounted On Stainless Steel Brackets Utilizing Chassis Plow Light Circuitry
- Whelen NEL5 Lighting Two (2) Front Amber Strobes In Cab Shield
- Whelen NEL5 Lighting Rear Cornerpost GreenAmber Strobe; S/T/T; & Reverse
- Whelen Rear Snow-Away Lens
- Allied Lighting To Be Tied Into Factory Aux Switches
- PTO To Be Switch To Be Chassis-Supplied

LOAD COVER & PINTLE ASSEMBLY:

- ALC Hydraulic Load Cover
- ¾" Rear Plate With 30 Ton Pintle, Gladhands, And 7 Way Rv Electrical Plug

MISCELLANEOUS EQUIPMENT:

- Poly Fenders
- Body Natural Stainless With Black Under
- Black Enamel Applied To Plow Frame, Pintle Assy, & Body Understructure
- Complete Package Installed & Operational On Chassis With Front Frame Extension And 100" CA

FOB: E. HARTFORD, CT..... \$ 150,556.00

OPTIONS:

A. ARMOURSEAL BODY AND CHASSIS (UNDER).....	\$ 3600.00
B. DUAL REAR LED SPOTS.....	\$ 460.00

QUOTE VALID: 30 DAYS

Respectfully Submitted,



Glenn Slade – Sales Consultant
Equipment Specialists

Housing Authority of the City of Norwalk

MEMO

TO: Darin Callahan, Assistant Corporate Counsel, City of Norwalk

CC: Robert Stowers, Director, Department of Recreation & Parks
Tom Livingston, Chief of Staff, Mayor's Office
Adam Bovilsky, Executive Director, Norwalk Housing Authority

FROM: Lisa Endo, VP of Development, Sound Communities

DATE: November 4, 2024

SUBJECT: Use of Meadow St Park

The Norwalk Housing Authority (NHA) and its subsidiary, Sound Communities, Inc., are working to redevelop the public housing complex at 45 Meadow Street, Norwalk ("Meadow Gardens"). The existing structures will be demolished and a new affordable housing property will be developed. The original public housing tenants will be invited to return to the new property.

Demolition is expected to take place from approximately November 2024 to March 2025. New construction is expected to take place from approximately April 2025 to November 2026. The General Contractor who has been procured for this work is A.P. Construction.

NHA is requesting temporary use of the basketball court within the "pocket park" located on Meadow Street, adjacent to Meadow Gardens. This is a City-owned park that is planned to be transformed into a micro forest.

Specifically, A.P. Construction intends to set up its mobile office in a trailer with temporary above ground electrical power connections on the asphalt basketball court. The contractor also intends to allow its staff to park on the basketball court. The contractor needs this space because Meadow Gardens is a steep hill and lacks flat land to place the trailer during the demolition phase.

Use of the park will end on or before September 1, 2025. The contractor has met with the Parks Department to discuss the logistics and timeline. NHA and the contractor intend to adhere to the City's insurance requirements and enter into a use agreement that indemnifies the City. Additionally, NHA and the contractor intend to demolish the basketball court on behalf of the City.