



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION



MUNICIPAL GRANT PROGRAM

June 13, 2022

Robert Bessel
First Selectman
Canton Town Hall
P.O. Box 168
4 Market St.
Canton, CT 06022

Robert Skinner
Chief Administrative Officer
Canton Town Hall
P.O. Box 168
4 Market St.
Canton, CT 06022

Dear Mr. Bessel and Mr. Skinner:

Congratulations on receiving an Urban Grant award for the Town of Canton to replace the Canton Police Department communications console and fund renovations to the room that the console is housed. You have been awarded **\$550,000.00** for that project.

The Department of Emergency Services and Public Protection will manage your award. Please review the Program Guidance document carefully and pay particular attention to the grant award amount and Agreement (MOU) project period. I have attached the required paperwork for Phase 1. Please complete the documents for Phase 1 and return them either electronically or by mail.

The Agreement (MOU) is the official document between the State and the Town of Canton covering all projects involved with this grant. Your Agreement (MOU) is being sent for review by the Attorney General's office and will be forwarded to you when the review is complete. Once your town attorney has reviewed the Agreement (MOU), please sign it, and return it to our office. A fully executed copy of the Agreement (MOU) will be sent to you for your records at a later date.

The following documents are required to be filed to start the grant process:

1. Administrative Plan (the Template is included, please call if you have questions)
2. Grantee Point of Contact
3. Administrative Plan Approval Form (DPS-204-C)
4. Project Budget Forms (DPS-203-C)
5. Municipal Resolution (if required or applicable)

All required documents/forms are also available at

<https://portal.ct.gov/DEMHS/Grants/Municipal-Grant-Program/Guidance-and-Forms>.

1111 Country Club Road, Middletown, CT 06457
Phone: 860.685.8038 / Fax: 860.685.8357
An Affirmative Action/Equal Employment Opportunity Employer



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION



MUNICIPAL GRANT PROGRAM

As a note, the program is currently being updated. The most relevant changes are cash advances will be available if needed, and there is no match requirement. Please do not be alarmed by any language referencing reimbursements and matches. If the question is not relevant to you, please answer N/A. More information about cash advances will be sent to you once we receive your Administration Plan and Project Budget Form.

As a reminder, Mr. Bessel will need to sign all documents related to the grant. However, Mr. Skinner can continue to be a point of contact.

Please feel free to contact me at Kimberly.Zigich@ct.gov or Carey Thompson at Carey.Thompson@ct.gov if you have any questions. Otherwise, please file the required documents. You will be sent a fully executed copy for your files.

We look forward to working with you. Congratulations.

Sincerely,

Kim Zigich
Department of Emergency Services and Public Protection
Division of Emergency Management and Homeland Security



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
GRANTS-IN-AID PROGRAM

1111 Country Club Road, 3rd Floor North
Middletown, CT 06457



NOTICE OF GRANT AWARD

The Department of Emergency Services & Public Protection hereby makes the following grant award in accordance with the approved grant application and in accordance with the grant General Conditions and the Special Grant Conditions.

Grantee Town of Canton
Address PO Box 168
4 Market St.
City/State/Zip Canton, CT 06022
Federal Employer ID No. «FEIN»

DESPP Grant No. 022G023
Project Title Replace Police Dept. Communications Console and Renovations
Date of OPM Award: May 26, 2022
Bond Fund Account No.: 13019- DPS32000-00000

MOU Period of Award **From:** _____ **To:** _____

Amount Of Award **State:** \$550,000.00 **Grantee Match:** N/A
Other: Specify N/A

Amount of Award \$550,000.00

My signature below, for and on behalf of the above-named grantee, indicates acceptance of the above referenced award and further certifies that:

1. I have the authority to execute this agreement on behalf of the grantee; and
2. The grantee will comply with the attached General and Special Grant Conditions, Standard Assurances, Reporting Schedule, and requirements contained within this Grant Award Package.

BY: _____
Signature of Authorized Official _____ Date _____

Typed Name and Title of Authorized Official

FOR THE DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION

BY: _____
Signature of Authorized Official _____ Date _____

Name and Title of Authorized Official

Approved as to Form
Assistant Attorney General

Signature of Assistant Attorney General

Date

For DESPP Business Office Use Only

Dept.	Program	Fund	SID	Project	AMT	Chatfield 1	Chatfield 2

STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION DIVISION OF
EMERGENCY MANAGEMENT AND HOMELAND SECURITY

Special Grant
Conditions

SECTION 1: Statutory Authority.

- 1.1 Connecticut General Statutes §4-66c provides that the State Bond Commission may authorize the issuance of bonds; Connecticut General Statutes § 4-66c, authorizes the Office of Policy and Management (OPM) to utilize the proceeds of the sale of such bonds for a Urban Grant Program, the purpose of which shall be to provide grants-in-aid to eligible municipalities and non-profits for the same purposes for which funds would be available under § 4-66g of the Connecticut General Statutes. Funding was authorized by the State Bond Commission under § 4-66c of the Connecticut General Statutes at the meeting held on May 26, 2022.
- 1.2 The State of Connecticut, Division of Emergency Management and Homeland Security under the Department of Emergency Services and Public Protection, hereinafter referred to as DESPP/DEMHS is assisting OPM in administering the program by entering into agreements with eligible municipalities for grants-in-aid for eligible capital projects.

SECTION 2: Grantee and Award.

- 2.1 Town of Canton, hereinafter referred to as the “Grantee,” is a municipality which either operates or has a community interest in **Replacing Canton Police Department’s communications console and renovations to room where console is housed.**

SECTION 3: Terms.

- 3.1 DESPP/DEMHS hereby authorizes a grant for the following:
Grant-in-aid to the Grantee to replace the Canton Police Department’s communication console and renovation for the **Total Project Cost of \$550,000.00** which includes a total amount, not to exceed **\$550,000.00**. There is no Grantee match.

SECTION 4: Effective Date/Period of Performance.

- 4.1 This Agreement shall be effective when executed by both parties and approved by the Office of the Attorney General. The period of performance for work under this grant will begin on the effective date.

SECTION 5: Duration of Agreement.

- 5.1 These terms remain in full force and effect for the entire term of the performance of the grant unless terminated by the Grantor as provided General Condition terms.

SECTION 6: Payment Schedule.

- 6.1 DESPP/DEMHS agrees to reimburse the Grantee for the direct cost of the eligible expenses. State funds are disbursed on a reimbursement basis for allowable expenditures incurred between the start and end dates of the executed agreement, for which the Grantee has already paid unless

otherwise indicated.

- 6.2 The Grantee may choose one of the following payment options:
- a. One cash advance up to 25% of the award amount and two reimbursement requests (the second reimbursement request will be the final payment of the project.)
 - b. Maximum of three (3) reimbursement requests with the third reimbursement for the final payment of the project.
- 6.3 Supporting documentation required for reimbursements requests includes but is not limited to: copies of purchase orders, invoices, proof of payment (i.e. cancelled checks) and contracts. If requesting the cash advance, documentation must be provided indicating multiple quotes as well.
- 6.4 Final reimbursement will be made after documentation of the total project costs which includes documentation of the municipal share of the project, is submitted.

SECTION 7: Reporting.

- 7.1 Grantee is required to submit quarterly progress and financial reports. Supporting documentation may be required.

SECTION 8: Certifications.

- 8.1 The Grantee must certify in writing that requests for payment are for **work begun on or after the effective date of this agreement**. The effective date is the execution date of the grant award letter. Once the Commissioner of DESPP signs the agreement, a copy of the executed agreement will be sent to the Grantee.
- 8.2 The Grantee agrees to utilize the grant funds subject to the conditions set forth herein and submit a request for final payment prior to two years from the effective date of this agreement. The State makes no guarantees on the availability of any unused portion of these funds if the Grantee does not meet this deadline.
- 8.3 The Grantee acknowledges that any and all additional work not specifically authorized in writing by the Grantor will be the exclusive responsibility of the Grantee. The Grantee further acknowledges that any and all work in excess of the Agreement set forth herein shall be the exclusive responsibility of the Grantee.



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY



General Conditions

SECTION 1: Use of Grant Funds.

- 1.1 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. Grant funds shall not, without advance written approval by DESPP/DEMHS, be obligated prior to the starting date or subsequent to the termination date of the grant period. DEMHS shall assume no liability for the reimbursement of expenditures incurred by the grantee until such changes have been accepted and approved by DEMHS in writing.

SECTION 2: Fiscal Control.

- 2.1 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.

SECTION 3: Retention of Records and Records Accessibility.

- 3.1. The Grantee shall maintain a master file of all important documentation related to this grant, the authorized Signatory, Project Point of Contact and the Chief Financial Officer for said grantee should be apprised as to the location of this master file to prepare for potential turnover in grant and administrative staff.
- 3.2. Financial records, supporting documents, statistical records, and all other records pertaining to this grant and located within the master file shall be retained for a period of six years for municipalities and three years for all other grantees and subgrantees starting from the date of the submission of the final executed Notice of Grant Closeout document.
- 3.3. If any litigation, claim, or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 3.4. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.
- 3.5. The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of the grantee or its subcontractors pertaining to work performed under this agreement. The State will give grantee or such subcontractor at least twenty-four hours' notice of such intended examination. At the State's request, the grantee shall provide the State with hard copies of or electronic copies of any data or information relating to the State's business, which data or information is in the possession or control of the grantee. The grantee shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor relating to this grant.

SECTION 4: Insurance.

- 4.1 The grantee agrees that while performing any service specified in this grant, the grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to “save harmless” the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with DESPP/DEMHS prior to the performance of services.

SECTION 5: Conflict of Interest.

- 5.1 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, subgrant or agreement 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 or review board member or any member of his/her immediate family, or 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 employed is related to any of the foregoing persons.

SECTION 6: Reports.

- 6.1 The grantee shall submit such reports as the Division of Emergency Management and Homeland Security shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and sub-grantee packets and budgets. Cash requests may be withheld by the Division of Emergency Management and Homeland Security until complete and timely reports are received and approved.

SECTION 7: Funding Limitation.

- 7.1 Funding of this project in no way obligates the Division of Emergency Management and Homeland Security to fund the project in excess of this grant, beyond the period of this grant, or in future years.

SECTION 8: Revised Budget.

- 8.1 If the grant amount and/or the distribution of funds between budget line items, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the grantee agrees to submit to DESPP/DEMHS a revised budget and budget narrative equal to and in the same distribution of the grant award not later than 30 days after signing the grant. **OPM must approve any changes to the budget/grant distribution.** Cash requests will be withheld until the revision is received and approved by OPM.

SECTION 9: Audits.

- 9.1. In accordance with the following conditions, the grantee agrees to conduct and submit to the DESPP/DEMHS a completed audit package with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.
- 9.2. If the grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes (C.G.S.), the grantee is required to submit a State Single Audit Report to the Office of Policy and Management. C.G.S. Section 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$100,000 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 DESPP/DEMHS for this grant and it is the only State Financial Assistance that the grantee has received during this fiscal period. The State Single Audit Report should be filed with the Office of Policy and Management no later than six months after the end of the audit period.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

- 10.1 If project costs are less than the grant, and/or any project costs have been disallowed, the grantee agrees to return the unexpended/disallowed funds to DESPP/DEMHS not later than 60 days following closeout of the grant. Funds are then returned to OPM.

SECTION 11: Grant Extensions.

- 11.1 If permissible, pursuant to the provisions of the relevant grant program, if the Grantee seeks an extension to the grant period, it is the Grantee's responsibility to request an extension in writing to DESPP/DEMHS not later than 45 days prior to the Grant's end date. Such requests will be considered on a case-by-case basis and decisions will be made at the sole discretion of the Secretary or designee. Requests for extensions submitted later than the last 45 days prior to the Grant's end date may be denied. No extensions to the end date of a grant will be made if a grant's end date has already passed.

SECTION 12: Termination or Reduction for Convenience and Default.

- 12.1 OPM and DESPP/DEMHS have the right to terminate or reduce a grant. Such reasons to reduce or terminate a grant award include, but are not limited to, if the Grantee: cancels, suspends or significantly changes the scope and activities of a funded project; fails to progress in fulfilling objective(s) of the grant award; fails to comply with the terms of the grant award; owes a final or any past due reports for a previously received grant; is unable to raise the required match; announces or takes steps to dissolve its business and or demonstrates inadequate financial or overall governance management or oversight.

SECTION 13: Nondiscrimination and Affirmative Action.

- 13.1 The Grantee agrees to comply with each provision of Connecticut General Statutes §§ 4a-60, 4a-60a, 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities (CHRO) pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f, and 46a-86 related to affirmative action and nondiscrimination provisions in contracts, compliance, and reporting.
- 13.2 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee agrees and warrants that in the performance of the Grant Award such Grantee 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 Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.
- 13.3 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee 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 such Grantee that such disability prevents performance of the work involved.

- 13.4 In accordance with Connecticut General Statutes § 4a-60(a)(2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by CHRO.
- 13.5 In accordance with Connecticut General Statutes § 4a-60a(a)(1) the Grantee agrees and warrants that in the performance of the Grant such Grantee 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 of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
- 13.6 In accordance with Connecticut General Statutes §§ 4a-60(a)(3) and 4a-60a(a)(2) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by CHRO advising the labor union or workers' representative of the Grantee's commitments, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- 13.7 In accordance with Connecticut General Statutes §§ 4a-60(a)(5) and 4a-60a(a)(4), the Grantee agrees to provide CHRO with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.
- 13.8 In accordance with Connecticut General Statutes § 4a-60(b) if the Grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts, pursuant to Connecticut General Statutes §§ 4a-60(f) and 4a-60(g), respectively. For the purposes of this document, "Public Works Contract" is defined in accordance with Connecticut General Statutes § 46a-68b; and "Minority Business Enterprise" is defined in accordance with § 4a-60(e).
- 13.9 In accordance with §§ 4a-60(h) and 4a-60a(c) the Grantee shall include the provisions of subsections 11.1 to 11.8 inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of CHRO. The Grantee 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 Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Grantee 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.
- 13.10 For the purposes of this entire Nondiscrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "Grant Award" does not include a grant where each grantee is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

13.11 Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Grantee, for itself and its authorized signatory of this Grant, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Grant to assure that the Grant will be performed in compliance with the nondiscrimination requirements of such sections. The Grantee and its authorized signatory of this Grant demonstrate their understanding of this obligation by either (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 and by signing this agreement.

SECTION 14: Executive Orders.

14.1 All references in this Contract 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 Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Client Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

14.2 This Contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace; and Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

SECTION 15: Americans with Disabilities Act.

15.1 This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the period of award of the grant. The grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the grantee to satisfy this standard either now or during the period of the grant as it may be amended will render the grant voidable at the option of the State upon notice to the grantee. The grantee warrants that it will hold the State harmless from any liability, which may be imposed upon the State as a result of any failure of the grantee to be in compliance with this Act.

SECTION 16: Independent Contractor.

16.1 The grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the grantee will notify DESPP/DEMHS of the contractor's identity.

SECTION 17: Non-Supplanting.

17.1. The grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. DESPP/DEMHS may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 18: Federal Compliance and Assurances.

18.1 If the Grantee receives any federal funds in this Grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this Grant.

SECTION 19: Additional Federal Conditions.

19.1 If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to the DESPP/DEMHS and which are hereby made a part of this grant award.

SECTION 20: Indemnification.

20.1 The grantee shall indemnify, defend and hold harmless the State and its successors and assigns from and against any and all (1) actions, suits, claims, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this Agreement including, but not limited to, acts of commission or omission (collectively, the "Acts") by the grantee or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the grantee is in privity of oral or written contract; (2) liabilities arising in connection with this Agreement, out of the Grantee's Acts concerning its or their duties and obligations as set forth in this Agreement; and (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damages. 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. The State shall give to the grantee reasonable notice of any such Claim. The Grantee shall also use counsel reasonably acceptable to the State in carrying out its obligations under this section. This Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

SECTION 21: Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000.

21.1 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).

SECTION 22: Campaign Contribution and Solicitation Prohibitions.

22.1 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 Grant 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 and, if applicable, Grantee shall complete and submit State of Connecticut Campaign Contribution Certification (OPM Form 1) to OPM at the time of submission of proposal and/or application (if no proposal or application, submit to OPM prior to execution of Grant Award).

SECTION 23: Public Record Provision.

23.1 If the Grantee is receiving in excess of \$2.5 million, DESPP/DEMHS is entitled to receive a copy of records and files related to the performance of the grant. The records and files are subject to the Freedom of Information Act. No request to inspect or copy the records or files shall be valid unless the request is made to DESPP/DEMHS or OPM. 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.

SECTION 24: Additional Restrictions on Use of Federal Funds.

24.1 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.

SECTION 25: Forum and Choice of Law.

25.1 The parties deem the Grant 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 Grant 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.

SECTION 26: Sovereign Immunity.

26.1 The parties acknowledge and agree that nothing in the Solicitation or the Grant 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 Grant. To the extent that this section conflicts with any other Section, this Section shall govern.

SECTION 27: Requirements for Nonprofit Organizations.

27.1 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 From Income Tax Form 990 with the Internal Revenue Service. At OPM's request, the Grantee shall provide OPM with documentation pertaining to Grantee's 501(c) (3) and or annual filings.

SECTION 28: Access to Contract and State Data.

28.1 The Grantee shall provide the Grantor access to any data, as defined in Conn. Gen. Stat. Sec. 4e-1, concerning the Grant and Grantor that are in possession or contract of the Grantee upon demand and shall provide the data to Grantor in a format prescribed by Grantor and the State Auditors of Public Accounts at no additional cost.

SECTION 29: Whistleblowing.

29.1 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 Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor 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 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. Payment of the State Grant shall only be in accordance with the specific language of C.G.S. Sec 4-66g and with the approval of the Grantor.

SECTION 30: Encryption of Data; Breach of Security or Loss.

- 30.1 Contractor and Contractor Parties, at their own expense, shall encrypt any and all data that they come to possess or control, wherever and however stored or maintained, and which data the Department of Administrative Services Bureau of Enterprise Systems and Technology (BEST) or a Department, at any time, classifies as confidential or restricted. The Contractor and Contractor Parties shall encrypt the data in accordance with the Connecticut Enterprise Architecture – Technology Architecture (CTEA-TA) protocols.
- 30.2 The Contractor and Contractor Parties shall have a continuing obligation always to keep and maintain the data encryption consistent with CTEA-TA, as CTEA-TA may change from time to time.
- 30.3 The Contractor and Contractor Parties shall notify BEST, 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 and all data which Contractor has come to possess or control under subsection (a) above has been subject to a “data breach.” For purposes of this Section, a “data breach” is an occurrence where (1) any or all of the data is misplaced, lost, stolen or in any way compromised; or (2) one or more third parties have had access to or taken control or possession of any or all of the data without prior written authorization from BEST or the Department.
- 30.4 In addition to the notification requirements of subsection (b), should a data breach occur, the

Contractor shall, within three (3) business days after the notification, present to BEST, the Department and the Connecticut Office of the Attorney General, for review and approval, a credit monitoring or protection plan that the Contractor shall make available at its own cost and expense to all individuals affected by the data breach. Unless otherwise agreed to in writing by the Connecticut Office of the Attorney General, such a plan shall be offered to each such individual free of charge and shall consist of, at a minimum, the following:

- a) Reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a;
- b) Credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureau reports;
- c) Fraud resolution services, including writing dispute letters, initiating fraud alerts and security freezes, to assist affected individuals to bring matters to resolution; and
- d) Identity theft insurance with at least \$ 25,000.00 coverage.

Such credit monitoring or protection plans shall cover a length of time commensurate with circumstances of the data breach, but under no circumstances shall the Contractor's credit monitoring and protection plan be for less than two (2) calendar years from the plan start date. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from BEST, the Department or any State of Connecticut entity.

30.5 The Contractor represents and warrants that it shall obligate each Contractor Party in a written contract to all of the terms of this Section just as if each Contractor Party had executed this Agreement as an original signatory and each were bound by this Section to the same extent that the Contractor is bound.

30.6 The Contractor's or Contractor Parties' failure to encrypt the data, provide notice, or to provide the credit monitoring or protection plan shall be deemed to be, without more, a material breach of this Agreement. The Contractor shall be responsible for any Contractor Parties breach as if the Contractor itself had breached the Agreement. Consequently, and without otherwise limiting the rights of BEST or a Department at law or in equity, the Contractor shall indemnify and hold harmless BEST, the Department and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with Contractor's or Contractor Parties' breach. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any data.

SECTION 31: Disclosure of Contractor Parties Litigation.

31.1 The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor 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 Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

SECTION 32: Large State Contract Representation for Contractor.

32.1 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents: (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent

of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

32.2 That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

32.3 That the Contractor is submitting bids or proposals without fraud or collusion with any person.

SECTION 33: Large State Contract Representation for Official or Employee of State Agency.

33.1 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

SECTION 34: State Liability.

34.1 The State of Connecticut assumes no liability for payment under the terms of this contract until the Grantee is notified by the Grantor that this contract has been approved and executed by the Department of Emergency Services and Public Protection and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Office of the Attorney General of the State of Connecticut.

SECTION 35: Summary of State Ethics Laws.

35.1 Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

SECTION 36: Termination

36.1 The Grantor may terminate this Agreement in whole or in part whenever for any reason the Grantor determines that such termination is in the best interest of the Grantor or the State of Connecticut. In the event that the Grantor elects to terminate this Agreement, the Grantor shall notify the Grantee by certified mail, return receipt requested. Termination shall be effective as of the close of business specified in the notice