

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-FLD-3A Federal Grant No. <i>SLFRP0128</i>
Grantee: City of Fairfield UEI/SAMS Number: <i>GH19U5YVX926</i> FEIN: <i>06-6001998</i>	Agreement Effective Date 6/1/2023 Agreement Expiration Date 6/30/2026
Agreement Maximum Amount \$70,000	Fund Expenditure End Date 12/31/2026
State Fiscal Year 2025- 2026 \$35,000*	Agreement Authority Be it enacted by the State of Connecticut’s Senate and House of Representatives in General Assembly
* 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.	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.

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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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, 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

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 subsection 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 assurances 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 _____

May 2025
Memorandum of Understanding (MOU)
Energize Connecticut Community Partnership Initiative
For the Program Period (Term) of
Six Months from Execution
By and Between
The United Illuminating Company
and
Town of Fairfield

OVERVIEW

This agreement memorializes the understanding of **The United Illuminating Company (“UI”)** and **Town of Fairfield**, a municipal corporation organized and existing under the laws of the State of Connecticut. UI, as a sponsor of Energize Connecticut, is committed to working with community outreach groups affiliated with:

- 2024 Connecticut Department of Economic and Community Development defined Distressed Municipalities,
- Municipalities containing Connecticut Department of Energy and Environmental Protection determined environmental justice census block groups within their boundaries, and
- Community outreach groups unaffiliated with a municipality

UI seeks to reach residents and businesses with energy efficiency offers in support of efforts by **UI** to achieve a broader reach of energy efficiency engagement and program participation across the state of Connecticut. The goals of these partnerships is to work in concert with joint 2022-2024 Conservation & Load Management Plan goals and (1) Energize Connecticut, an initiative of the Connecticut Energy Efficiency Fund, (2) the Connecticut Green Bank, (3) the State of Connecticut, and (4) Connecticut’s natural gas and electric utilities, which was created to empower Connecticut to make smart energy choices, both now and in our future. Funding support for Energize Connecticut programs derives from a charge on customer energy bills.

These partnerships seek to leverage the local knowledge, trusted relationships, and the experience of local community groups, nonprofit organizations, and municipalities who are committed to raising awareness and measurable participation in **UI** energy efficiency offerings within their own communities. These partnerships do not replace current and future residential marketing in Connecticut by **UI**, but rather aims to provide another layer of marketing and outreach to customers in the select groups mentioned above.

As a qualified and funded entity, from the date this agreement is executed until the end of the program period (“Term”), the **Town of Fairfield** must plan and execute public education and outreach to drive increased participation within their community in **UI** initiatives which are described below.

With the provided funding, **UI** expects **Town of Fairfield** to increase participation in Home Energy Solutions – Income Eligible, heat pump adoption for income eligible customers, and Small Business Energy Advantage by an increase of 10% from last year (2024) overall program participation.

Fairfield Home Energy Solutions – Income Eligible Participation

Year	Number of completed assessments
2024	26
Expected baseline results for an initiative of this caliber (2024 10% increase)	29

Fairfield Heat Pump Participation

Year	Number of completed assessments
2024	1
Expected baseline results for an initiative of this caliber (2024 10% increase)	1

Fairfield Small Business Energy Advantage

Year	Number of completed assessments
2024	17
Expected baseline results for an initiative of this caliber (2024 10% increase)	19

The **Town of Fairfield** staff and associates will work with community members and stakeholders to promote and increase participation in the Companies' Home Energy Solutions – Income Eligible program, heat pump adoption for income eligible customers, and the Small Business Energy Advantage programs in their community with special attention and activities to the DEEP determined environmental justice census block groups within the boundaries of the **Town of Fairfield**.

To meet the increases as described above, the **Town of Fairfield** and the **Town of Fairfield Sustainable Task Force** will also be responsible for submitting a work plan of expected campaign activity.

REQUIREMENTS

In order to meet the requirements for this MOU, the **Town of Fairfield** will be responsible for the following items:

- Commit to participate for the Term of **six months** – by signing this MOU.
- Designate one lead point of contact among the staff responsible for this campaign. All communications from the **Town of Fairfield** to **UI** should be from the designated the **Town of Fairfield** point of contact, rather than multiple team members.
- Develop targeted outreach methods (email campaigns, presentations to community members and stakeholders, lunch and learn events, and others) to increase participation of their selected Project Focus Area(s), including:
 - specific efforts for customers within a distressed community or census block,
 - residents with limited English proficiency,
 - income eligible income customers,
 - renters in single family homes or multifamily buildings up to 4 units,
 - small businesses, and
- Submit all outreach/marketing materials to their utility contact for review and approval before they are finalized and used in the community for their outreach initiatives, with the understanding that each round of review be completed within ten (10) business days.
- Demonstrate follow through (execution of campaigns, submitting monthly reports, attending routine check in meetings with the Companies, etc.), over the course of the program period, on the **Town of Fairfield** marketing and outreach plan to encourage participation in **UI** energy efficiency programs.
- Participate in regular meetings (either virtual or in-person) with **UI** to share project updates. The project team will work with their **UI** point of contact to determine a routine meeting cadence.
- Submit work plan of expected campaign activity for the campaign's duration.
- Provide **UI** with the necessary documentation for payment of the Financial Award (as defined below), including an invoice with the required information set forth in the "Invoicing" section in this document.

REPORTING

UI will provide a template that **People's Action for Clean Energy Inc** will use to complete their report. The report will include space to fill out information on:

Marketing Planning:

- Marketing impact overview, including:
 - Organized and planned events, including number of events organized and number of event attendee
 - Overview of outreach (e.g., social media posts, mailings, emails, etc.), including metrics such as number of social media, mail and other outreach and number of customers reached, number of languages used and number of pieces of collateral created in multiple languages.

Financial Reporting:

- Receipts must be submitted for funding expenditures each month.

SUPPORT RESOURCES FROM UI

Town of Fairfield will receive additional support from **UI**, including but not limited to:

- A designated staffer from **UI** as point of contact as a point of contact to provide program support throughout the duration of the Campaign
- Energize Connecticut and Companies-specific marketing materials (brochures, talking points, presentations, newsletters, and digital communications, etc.) that promote **UI** energy efficiency programs and direct customers to 877-WISE-USE or online lead forms.
 - **UI** can provide the **Town of Fairfield** with talking points, brochures, presentation slides related to the chosen Project Focus Areas of the participant team. **UI** will advise on and/or contribute to any items **the Town of Fairfield** might create and distribute. These items may include newsletters, brochures, flyers, and other communications.
 - Collateral may be co-branded with Energize Connecticut, **UI**, municipal seal, or logo of the community group.
- Periodic information regarding individual progress toward their specific Project Focus Area(s) outlined in their statement of work.
- Periodic conference calls based on the need to discuss outreach updates, celebrate successes, share challenges, and brainstorm best practices to address barriers to achieve greater energy efficiency program participation. The project team will work with their **UI** point of contact to determine a routine meeting cadence.

FINANCIAL INCENTIVE

As a result of this described outreach campaign that demonstrates future success of community partnership goals and increased uptake in the Energize Connecticut energy efficiency programs outlined above, the **Town of Fairfield** has thus qualified for the receipt of **\$10,000.00** (the "Financial Award") for their outreach campaign. These funds shall be paid to the **Town of Fairfield** upon execution of this MOU and proper invoicing. The funding must be spent on their outreach campaign, with receipts for expenses turned in with monthly reports and a description of estimated future expenditures must be approved through each monthly report.

The **Town of Fairfield** must coordinate with the **UI** point of contact to provide necessary information to proceed with payment. Required documents/information include a W-9, tax exempt certification (demonstrating that the **Town of Fairfield** is tax-exempt and thus a qualified entity for the purposes of this initiative), mailing address, made payable to information, etc. United Illuminating Company will use this information to issue payment. The funding of the Financial Award for the Term will be paid to the **Town of Fairfield** by **UI** upon execution and return of MOU and subsequent processing. The invoice should be submitted on **Town of Fairfield** letterhead and include the following information:

- Invoice Number:
- Prepared By:
- Date:

- Project: **Town of Fairfield and Town of Fairfield Sustainable Task Force Partnership Funding**
- Description of Award:
- Total Amount:
- Information on Payment Remittance:

Failure to adhere to the guidelines established above may result in a delay of funding or cancellation of project funding.

SUPPORT TEAM

The United Illuminating Company support team:

Alysse Rodrigues

Program Manager – Community Engagement, Energy Efficiency

Alysse.rodrigues1@uinet.com

Town of Fairfield support team:

NAME: Mark Barnhart

TITLE: Director of Community & Economic Development

EMAIL: mbarnhart@fairfieldct.org

NAME: Bob Wall

TITLE: Sustainable Fairfield Project Lead

EMAIL: robertwall358@gmail.com

Town of Fairfield

The United Illuminating Company

Signer for Town of Fairfield

Name:

Title:

Signer for The United Illuminating Company

Marissa Westbrook

Senior Manager

DISCLAIMER: The United Illuminating Company may terminate a municipality's or community group's participation in the Community Partnership for Initiative if The United Illuminating Company determines the municipality or community group is not demonstrating a good faith effort to reach the Minimum Participation Requirements. The United Illuminating Company may, in its sole discretion, at any time and without notice, terminate the participation of the qualified party that has entered into this agreement or modify the Community Partnership Initiative and the terms outlined herein. Community Partnership Initiative expenditures, requirements and eligibility may be terminated, canceled, or modified by The United Illuminating Company at any time without notice. Upon termination, the applicant shall return any unspent and unapproved funds.

Applicant understands that all funding for rebates under this program derives from the Energy Efficiency Fund, which is managed, in part, by The United Illuminating Company and funded, in part, by their customers. The United Illuminating Company does not guarantee the availability of funding for the program, and neither is responsible for any costs or damages incurred by applicant if funding for this program or the Energy Efficiency Fund is reduced or eliminated by the State of Connecticut, the Public Utilities Regulatory Authority, Department of Energy and Environmental Protection or other State of Connecticut action. Funding is subject to change at any time without notice.

SEA SUPPORT INC.

100 Waterfront Street, New Haven, CT 06512
Phone: 203-467-1590 Fax: 203-468-2670 E-mail

EQUIPMENT RENTAL AGREEMENT - 2025

THIS EQUIPMENT RENTAL AGREEMENT (this "Agreement") dated this ~~3rd~~ day of June, 2025, BETWEEN Sea Support, Inc., 100 Waterfront Street, New Haven, CT 06512 (the "Lessor") OF THE FIRST PART- AND Town of Fairfield., 725 Old Post Road, Fairfield, CT 06824 (the Lessee") OF THE SECOND PART (the Lessor and Lessee are collectively the "Parties")

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged; the Lessor leases the Equipment to the Lessee, and the Lessee leases the Equipment from the Lessor on the following terms:

Definitions

1. The following definitions are used but not otherwise defined in this Agreement:
 - a. "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original price of the Equipment as agreed in 1b below.
 - b. "Equipment" means 2005 SAFE Boats International 25 Foot Defender HIN# EGO00693G505 which has an approximate value of \$150,000 and 2015 EZ Loader Trailer VIN# 1ZEACZM65A026421 which has an approximate value of \$7000.00.
 - c. Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

Lease

2. The Lessor agrees to lease the Equipment to the Lessee, and the agrees to lease the Equipment from the Lessor in accordance with the terms set out in this Agreement.

Term

3. The Agreement commences on July 1, 2025 through November 30, 2025 (the "Initial Term"). If early termination is required, 30 days written notice must be given to Sea Support Inc., (Lessor) notifying end of term by Lessee and the date of return of vessel. The Lessee shall have the right to renew this lease on a seasonal basis (i.e., from July 1 through November 30) by providing notice of renewal to the Lessor by June 1 of each year. Any renewal shall be on the same terms and conditions as the Initial Term. In addition, each year, the Lessee shall have the right to extend this Lease for the winter season (i.e., from December 1 through June 30 of each year) by providing notice of extension of the Lease by November 1 of each year. Any extension for the winter season shall be on the same terms and conditions as the Initial Term. If the Lease is not extended to cover the winter season, then the parties' obligations during the winter season shall be defined by Sections 21 and/or 22 of the Lease.

Rent

4. The rent, exclusive of sales tax, will be paid in installments of \$5,000 each month, in advance, beginning July 1, 2025 and will be paid on the 15th day of each succeeding month throughout the Term (the "Rent"). The Lessee shall receive credit for one month's rent for performing commissioning service on Equipment.

Delivery of Equipment

5. The Lessee will, at the Lessee's own expense and risk, pick up/return/transport the Equipment from/to Sea Support, Inc., 100 Waterfront Street, New Haven, CT 06512

Use of Equipment

6. The Lessee will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.
7. The Lessee will use the Equipment for the purpose for which it was designed and not for any other purpose.
8. Unless the Lessee obtains the prior written consent of the Lessor, the Lessee will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment. Any alteration, modification or attachments to the Equipment will become a part of the Equipment and owned by the Lessor.

Repair and Maintenance of Equipment

9. The Lessee will, at the Lessee's own expense, keep the Equipment in good repair, appearance and condition, normal and reasonable wear and tear excepted. The Lessee will supply all parts that are necessary to keep the Equipment in such a state.
10. If the Equipment is not in good repair, appearance and condition when it is returned to the Lessor, the Lessor may make such repairs or may cause such repairs to be made as are necessary to put the Equipment in a state of good repair, appearance and condition, normal and reasonable wear and tear excepted. The Lessor will make the said repairs within a reasonable time of taking possession of the Equipment and will give the Lessee written notice of and invoices for the said repairs. Upon receipt of such invoices, the Lessee will [immediately](#) reimburse the Lessor for the actual expense of those repairs [within 30 days of receipt by the Lessee of evidence of the invoices and actual payment thereof by the Lessor](#).
11. The Lessee may, but is not obligated to, enforce any warranty that the Lessor has against the supplier or manufacturer of the Equipment. The Lessee will enforce such warranty or indemnity in its own name and at its own expense.

Warranties

12. The Equipment will be in "as is" condition. The Lessee has inspected the Equipment to its

satisfaction and has determined that it is in good working order and good condition. Considering advanced hours and age of engines, Lessee will not be responsible for major engine repairs related to service life.

13. The Equipment is of merchantable quality and is fit for the purposes it is ordinarily used.

Loss and Damage

14. To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause, other than loss, theft, damage, or destruction of the Equipment by the Lessor.
15. If the Equipment is lost or damaged, the Lessee will continue paying Rent, will provide the Lessor with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition.
16. In the event of Total Loss of the Equipment, the Lessee will provide the Lessor with prompt written notice of such loss and will pay to the Lessor all unpaid Rent for the Term plus the Casualty Value of the Equipment, less the value of any insurance proceeds received by Lessor, at which point ownership of the Equipment passes to the Lessee.

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Ownership, Right to Lease and Quiet Enjoyment

17. The Equipment is the property of the Lessor and will remain the property of the Lessor.
18. The Lessee will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.
19. The Lessor warrants that the Lessor has the right to lease the Equipment according to the terms in this Agreement.
20. The Lessor warrants that as long as no Event of Default has occurred, the Lessor will not disturb the Lessee's quiet and peaceful possession of the Equipment or the Lessee's unrestricted use of the Equipment for the purpose for which the Equipment was designed.

Surrender

21. At the end of the Term or upon earlier termination of this Agreement, the Lessee will return the Equipment at the Lessee's cost, expense and risk to the Lessor by delivering the Equipment to Sea Support, Inc, 100 Waterfront Street, New Haven, CT 06512. If the Lessee fails to return the Equipment to the Lessor at the end of the Term or any earlier termination of this Agreement, the Lessee will pay to the Lessor any unpaid Rent for the Term plus the Casualty Value of the Equipment plus 10% of the Casualty Value, at which point ownership of the Equipment will pass to the Lessee.
22. Alternatively, at the end of the Term, upon mutual agreement of both parties, the Lessee shall store said Equipment on their property at their Lessee's expense in anticipation of lease renewal for the 2026 season. At any time past the Term of this agreement, the Lessor may request return of the Equipment. The Lessee shall owe the Lessor no rent for the period during which

[the Lessee stores the Equipment on its property in anticipation of a lease renewal for the 2026 season pursuant to this paragraph.](#)

Insurance

23. The Lessee will, during the whole of the Term and for as long as the Lessee has possession of the Equipment, take out, maintain and pay for insurance against loss of and damage to the Equipment for the fair market value of the Equipment and will name the Lessor as the loss Payee.
24. The Lessee will, during the whole of the Term and for as long as the Lessee has possession of the Equipment, take out, maintain and pay for comprehensive general liability insurance of at least \$1,000,000 and umbrella liability insurance of at least \$5,000,000, against claims for bodily injury, including death, and property damage or loss arising out of the use of the Equipment and will name the Lessor as additional insured.
25. All such insurance provided for herein shall be endorsed as primary to any insurance provided by Lessor and shall expressly waive subrogation against Lessor, and their affiliates. The insurance required by paragraphs 22 and 23 shall expressly waive subrogation against Lessor, and their affiliates. Any deductibles or franchise shall be in amounts satisfactory to Lessor and shall be for the sole account of Lessee. All policies or contracts of insurance shall provide for not less than thirty (30) days' written notification to Lessor prior to cancellation, termination, or modification. Lessee shall provide certificates evidencing compliance with these paragraphs to Lessor promptly before commencement of the lease term.
26. Upon written demand by the Lessor, the Lessee will provide the Lessor with an original policy or certificate evidencing such insurance.

~~27. The Lessee appoints the Lessor as the Lessee's attorney-in-fact ("Attorney") with the power to maintain the above insurance and to secure payments arising out of any insurance policy required by this Agreement. The Attorney has the power to do all acts that are necessary or desirable to secure such payments.~~

~~28.~~ 27. If the Lessee fails to maintain and pay for such insurance, the Lessor may, but is not obligated to, obtain such insurance, but if the Lessor does obtain such insurance, the Lessee will pay to the Lessor the cost of such insurance upon notification from the Lessor of the amount.

Indemnity

~~29.~~ 28. The Lessee will indemnify and hold harmless the Lessor against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Lessee's use of the Equipment.

29. The Lessor will indemnify and hold harmless the Lessee against all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Lessor's use of equipment, including related negligence or willful misconduct of the Lessor.

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Default

30. The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:

- a. The Lessee fails to pay any amount provided for in this Agreement within ten days after same is due or otherwise breaches the Lessee's obligations under this, Agreement, after written notice of such breach and Lessee's failure to cure the same within 30 days receipt of notice.
- b. The Lessee becomes insolvent or makes an assignment of rights ~~of or~~ property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the Federal bankruptcy law of the United States or another competent jurisdiction.
- c. A writ of attachment or execution is levied on the Equipment and is not released or satisfied within ~~10-60~~ days.

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Remedies

31. On the occurrence of an Event of Default, the Lessor will be entitled to pursue any one or more of the following remedies (the "Remedies"):

- a. Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Lessee.
- b. Apply any Deposit, if applicable, toward any amount owing to the Lessor.
- c. Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.
- d. Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Lessee waives any and all damage occasioned by such taking of possession.
- e. Terminate this Agreement immediately upon written notice to the Lessee.
- f. Pursue any other remedy available in law or equity.

Assignment

32. THE LESSEE WILL NOT ASSIGN THIS AGREEMENT, THE LESSEE'S INTEREST IN THIS AGREEMENT OR THE LESSEE'S INTEREST IN THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE LESSOR.

33. Any attempted assignment by the Lessee of this Agreement, the Lessee's interest therein or in the Equipment shall be null and void. If the Lessee assigns or attempts to assign this Agreement, the Lessee's interest in this Agreement or the Lessee's interest in the Equipment without the prior written consent of the Lessor, the Lessor will have recourse to the Remedies and will be entitled to all damages caused by the transfer or attempted transfer to the extent that the damages could not reasonably be prevented by the Lessor.

Additional Documents

34. Upon written demand by the Lessor, the Lessee will execute and deliver to the Lessor documents required by the Lessor to protect the Lessor's interest in the Equipment including, but not limited to, the documents necessary to file a UCC financing statement.

Entire Agreement

35. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

Address for Notice

36. Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:

Lessor: Sea Support, Inc., 100 Waterfront Street, New Haven, CT 06512

Lessee: ~~Town of Fairfield~~[Fairfield Fire Department, 140 Reef Road, 725 Old Post Road,](#)
Fairfield, CT 06824

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[With a copy to: Town Attorney, Town of Fairfield, 725 Old Post Road, Fairfield, CT 06824](#)

Interpretation

37. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement, Words in the singular mean and include the plural and vice versa, Words in the masculine mean and include the feminine and vice versa.

Governing Law

38. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Connecticut (the "State"), without giving effect to its conflict of laws principles. The Lessee submits to the jurisdiction of the courts of the State of Connecticut and the federal district court for the District of Connecticut for purposes of enforcement and interpretation of this Agreement, which courts shall have sole and exclusive jurisdiction with respect to such matters.

Severability

39. If there is a conflict between any provision of this Agreement and the applicable legislation of the State of Connecticut (the "Act"), the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
40. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both Parties subsequent to the expungement of the invalid provision.

General Terms

- 41. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 42. Time is of the essence in this Agreement.
- 43. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.
- 44. Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.
- 45. In no event shall either party have any liability for any incidental, indirect, special, consequential or exemplary damages arising out of or in connection with a breach of this Agreement, or any other duty of that party with respect to the Equipment, including, but not limited to, damages for lost profits, lost sales or injury to persons or property whether foreseen or unforeseen.

Notice to Lessee

- 46. NOTICE TO THE LESSEE: This is a lease. You are not buying the Equipment. Do not sign this Agreement before you read it. You are entitled to a completed copy of this Agreement when you sign it.

EXECUTION OF CONTRACT / SIGNATURE PAGE FOLLOWS...