

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
SEPTEMBER 2, 2014

Robert J. Buck

2014 AUG 29 P 12: 57

TOWN CLERK
EAST HARTFORD

REVISED 08-29-14

=====

Announcement of Exit Locations (C.G.S. § 29-381)

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
5. APPROVAL OF MINUTES
 - A. August 19, 2014 Executive Session
 - B. August 19, 2014 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
 - A. East Hartford Housing Authority Update
 - B. Billy Casper Golf Update: East Hartford Golf Course**
 - C. Response to Questions Asked of Administration – Mayor's Vehicle
 - D. Resignation of Gay Lowell from the Fine Arts Commission
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Emergency Management Performance Grant Program
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
12. ADJOURNMENT (next meeting: September 16th)

Robert J. Back

2014 AUG 25 A 10: 19

TOWN COUNCIL MAJORITY OFFICE

AUGUST 19, 2014

TOWN CLERK
EAST HARTFORD

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Minority Leader Esther B. Clarke, Councillors Linda A. Russo, Ram Aberasturia, Patricia Harmon and Anita D. Morrison

ABSENT Vice Chair William P. Horan, Jr., Majority Leader Barbara-Ann Rossi and Councillor Marc I. Weinberg

ALSO Scott Chadwick, Corporation Counsel
PRESENT Brian Smith, Assessor

CALL TO ORDER

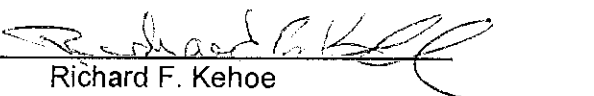
Chair Kehoe called the meeting to order at 7:05 p.m.

MOTION By Esther Clarke
seconded by Linda Russo
to go into Executive Session to discuss the tax appeal case of Costa Associates, LLC v Town of East Hartford, Docket No. CV-13-6019933S, involving 1008-1010 Main Street.
Motion carried 6/0.

MOTION By Esther Clarke
seconded by Linda Russo
to go back to Regular Session.
Motion carried 6/0.

ADJOURNMENT

MOTION By Esther Clarke
seconded by Linda Russo
to adjourn (7:17 p.m.)
Motion carried 6/0.

Attest 
Richard F. Kehoe
Town Council Chair

Robert J. Clark

EAST HARTFORD TOWN COUNCIL

2014 AUG 25 A 10:19

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

AUGUST 19, 2014

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Minority Leader
Esther B. Clarke, Councillors Linda A. Russo, Ram Aberasturia, Patricia
Harmon and Anita D. Morrison

ABSENT Majority Leader Barbara-Ann Rossi and Councillor Marc I. Weinberg

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:34 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

RECOGNITIONS AND AWARDS

East Hartford Police Department's K-9 Division

Mayor Leclerc introduced Scott Sansom, Chief of Police, who recognized the heroics of the East Hartford Police Department's K-9 team, which is under the command of Lieutenant Timothy Jeurgens. Chief Sansom stated the EHPD's K-9 team has a bright future. Sergeant Michael DeMaine announced the following recent accomplishments of the K-9 team:

K9 Ofc. Zavalick/K9 Axel	2013 K9 Olympics top team tactical obedience award 2014 K9 Olympics 2 nd place overall
K9 Ofc. Grossi/K9 Hades	2013 K9 Olympics top team criminal apprehension award 2013 Daniel Wasson Memorial** award 2 nd runner up
K9 Ofc. Mona/K9 Primo	2010 K9 Olympics 2nd place overall 2012 K9 Olympics top team obedience award 2012 Daniel Wasson** Memorial award 1 st runner up 2013 K9 Olympics 1 st place winner overall

**Daniel Wasson Awards candidates are for the entire state of Connecticut Police K9 teams.

Officer Zavalick, senior dog handler, spoke on behalf of the K-9 team and thanked the Town Council for this recognition. He also thanked his family for their involvement in the day-to-day living situations that support the K-9 unit.

Youth Services Program: Charter Oak Club – "One Act of Kindness"

Cephus Nolen, Youth Services Director, and Logan Gauvin, Recreation Supervisor from

the Parks and Recreation Department, recognized the following individuals for their "One Act of Kindness" while assisting at the scene of an accident and providing immediate first aid to the victims: Shariff Lewis, John Boissette, Laura Sobolewski, Jake Skyrzpiec, Brittany Kingsbury, and Arlene Drake.

The Council thanked the individuals for their unselfish response to a difficult situation.

Beautification Commission: July 2014 Awards

Chair Kehoe and Mayor Leclerc announced the recipient of the award for outstanding residential landscape is the Giadone Family, 23 Andover Road. Mr. Giuseppe Giadone, who is 88 years of age and personally works on all of the landscaping, thanked the Council for this recognition.

The Business recipient for July is Farmington Bank of East Hartford, 957 Main Street.

The Council thanked both parties for making East Hartford a prettier place to live.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Susan Kniep, 44-46 and 50 Olde Roberts Street, (1) spoke to the increase in property taxes; (2) suggested that the cost of the road bond to the taxpayers will increase the mill rate; (3) believes that the impact of the tax increase of the bond referendum has a greater effect on homeowners; (4) asked that the Council not act on the bond referendum this year; and (5) announced that there will be a PURA meeting on August 27th to hear comments on a proposed 59% increase to a portion of a CL&P bill.

Mayor Leclerc (1) announced that the town of East Hartford won the gold medal in the Dragon Boat race; (2) the Mayor will work with the Fees Committee Chair on the referral that's on tonight's agenda; (3) the Social Services department distributed 180 backpacks donated by Goodwin College; (4) the 2014 camp season is over and was a great success; (5) the first day of school is Wednesday, August 27th and asked all to be aware for school children; and (6) announced that Rich Gentile, Assistant Corporation Counsel, has been appointed Harbor Master by Governor Malloy.

Chief Scott Sansom reported that the implementation of the recently approved ordinance limiting panhandling has greatly reduced the individuals who are involved in that activity.

APPROVAL OF MINUTES

August 5, 2014 Public Hearing/Road Bond

MOTION By Bill Horan
 seconded by Ram Aberasturia
 to **approve** the minutes of the August 5, 2014 Public Hearing/Road Bond.
 Motion carried 7/0.

August 5, 2014 Regular Meeting

MOTION By Bill Horan
seconded by Pat Harmon
to **approve** the minutes of the August 5, 2014 Regular Meeting.
Motion carried 7/0.

August 6, 2014 Special Joint Meeting/Board of Education

MOTION By Bill Horan
seconded by Anita Morrison
to **approve** the minutes of the August 6, 2014 Special Joint Meeting.
Motion carried 7/0.

NEW BUSINESS

Road Improvement Bond Referendum

MOTION By Ram Aberasturia
seconded by Linda Russo
to **waive** the reading of Sections 2 through 7.
Motion carried 7/0.

MOTION By Ram Aberasturia
seconded by Linda Russo
to **adopt** the following resolution:

RESOLUTION APPROPRIATING \$15,000,000 FOR THE PLANNING,
DESIGN, CONSTRUCTION AND RECONSTRUCTION OF TOWN ROADS
AND PARKING LOTS AND AUTHORIZING THE ISSUANCE OF
\$15,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION
AND PENDING THE ISSUANCE THEREOF THE MAKING OF
TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD:

Section 1. The sum of \$15,000,000 is appropriated by the Town of East Hartford, Connecticut (the "Town") for the planning, design, construction and reconstruction of Town roads and parking lots, including rebuilding, resurfacing, drainage, conduits, and related subsurface and infrastructure improvements, and for administrative, legal and financing costs related thereto (the "Project").

Section 2. To meet said appropriation, \$15,000,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the tenth year after their date. Said bonds may be issued in one or more series as determined by the Mayor, the Treasurer and the Director of Finance in the amount necessary to meet the Town's share of the cost of the Project, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denominations of \$1,000, or any whole multiple in excess thereof, be issued fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor and the Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company and

be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, Connecticut. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds, including approval of the rate or rates of interest, shall be determined by the Mayor, the Treasurer and the Director of Finance in accordance with the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes").

Section 3. Said bonds shall be sold by the Mayor, the Treasurer and the Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Mayor, the Treasurer and the Director of Finance.

Section 4. The Mayor, the Treasurer and the Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor and the Treasurer, have the seal of the Town affixed, be payable at a bank or trust company designated by the Mayor, the Treasurer and the Director of Finance, be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, Connecticut, and be certified by a bank or trust company designated by the Mayor, the Treasurer and the Director of Finance pursuant to Section 7-373 of the Connecticut General Statutes. They shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The Town hereby expresses its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this resolution in the maximum amount of the Project with the proceeds of bonds, notes or other obligations ("Tax Exempt Obligations") authorized to be issued by the Town. The Tax Exempt Obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay Project expenses in accordance herewith pending the issuance of the Tax Exempt Obligations.

Section 6. The Mayor, the Treasurer and the Director of Finance are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of certain events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 7. The Mayor, the Treasurer and the Director of Finance are hereby authorized, on behalf of the Town, to enter into any other agreements, instruments, documents and certificates, including tax and investment agreements, for the consummation of the transactions contemplated by this resolution. The Mayor, the Treasurer and the Director of Finance are hereby authorized, on behalf of the Town, to apply for and accept any and all Federal and State loans and or grants-in-aid of any Project, to expend said funds in accordance with the terms hereof, and in connection therewith to contract in the name of the Town with engineers, contractors and others.

Motion carried 7/0.

MOTION By Ram Aberasturia
seconded by Linda Russo
to approve the following:

1. "Shall the resolution entitled 'Resolution Appropriating \$15,000,000 For The Planning, Design, Construction And Reconstruction Of Town Roads And Parking Lots And Authorizing The Issuance Of \$15,000,000 Bonds Of The Town To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose', adopted by the Town Council on August 19, 2014, be approved?"

"Shall the \$15,000,000 appropriation and bond authorization for the planning, design, construction and reconstruction of Town roads and parking lots be approved?"

The warning shall also state that the full text of the aforesaid resolution is on file, open to public inspection in the office of the Town Clerk, that the vote on the aforesaid bond resolution is taken under the authority of Chapter VI, Section 6.9 of the Charter of the Town of East Hartford, and Chapter 152 of the Connecticut General Statutes, as amended, and that absentee ballots will be available in accordance with law in the office of the Town Clerk.

Explanatory Text Publication and Payment Thereof for Bond Referendum

Volume 83

US Department of Justice: Equitable Sharing Agreement/East Hartford Police Department

MOTION By Bill Horan
 seconded by Linda Russo
 to **adopt** the following resolution:

WHEREAS; the U.S. Department of Justice (DOJ) requires an agreement and annual certification report regarding monies received by the Town from asset forfeitures (such as drug investigations) where properties are seized and then distributed to the agencies responsible for the arrest, and

WHEREAS this agreement spells out the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies,

NOW THEREFORE LET IT BE RESOLVED; that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the DOJ as they pertain to this FY 2013-14 Justice Equitable Sharing Agreement and Annual Certification.

On call of the vote, motion carried 7/0.

Referral to Fees Committee

MOTION By Ram Aberasturia
 seconded by Anita Morrison
 to **refer** to the Fees Committee the (1) leases for ERASE, YMCA Day Care and Friends of Center Cemetery, all at McCartin School; (2) St. Isaac Jogues Church Parking area lease; and (3) review of the fees charged by various town departments as outlined and attached to a memo dated August 12, 2014 from Mayor Marcia A. Leclerc to Town Council Chair Rich Kehoe, with instructions to review the leases and the proposed fee schedules and report back to the Town Council with its recommendations, if any.
 Motion carried 7/0.

Referral to Ordinance Committee re: Town and Board of Education Budget Format

MOTION By Bill Horan
 seconded by Linda Russo
 to **refer** to the Ordinance Committee the issue of the creation of a budget format to be followed by the town Administration and the Board of Education, and to report back to the Town Council with its recommendations, if any.
 Motion carried 7/0.

Outdoor Family Movie Night Fundraiser

MOTION By Ram Aberasturia
 seconded by Linda Russo
 to **approve** the outdoor amusement permit application, entitled

"Outdoor Family Movie Night Fundraiser" submitted by Monica Carr, Event Coordinator, to conduct an outdoor movie night with music, food, vendors, information tables and raffles as a fundraiser for The C.H.A.I.N Fund, on Saturday, August 30th from 3PM to 10PM at the open field behind 1807-1811 Main Street, with a rain date of Sunday, August 31st during the same hours; subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies; and to **waive** the associated permitting fee of \$10 due to the town of East Hartford as this is a fundraising event.

Motion carried 7/0.

Recommendation from the Real Estate Acquisition & Disposition Committee re: 26 Bissell Street

MOTION By Linda Russo
seconded by Anita Morrison
that, having met the conditions pursuant to §7-163(e) and §8-24 of the
Connecticut General Statutes and the provisions of §10-19 of the Town of
East Hartford Code of Ordinances, the Town Council **approve** the sale of
26 Bissell Street subject to the following conditions:

1. The purchase price for the property shall be \$50,000.
2. The purchase price shall be paid as follows: a payment of \$5,000 on the closing date. An additional payment of \$5,000 plus interest shall be paid by TAB COMPUTER SYSTEMS, INC., to the Town on each anniversary date of the closing, up to and including the 9th anniversary. To secure the repayment, the purchaser shall sign a promissory note in the Town's favor, with interest accruing at 4% per annum, and shall execute a mortgage in the Town's favor. The note may be paid off, at any time, without penalty.

Motion carried 7/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Pat Harmon inquired if the Vice President was coming to East Hartford. Mayor Leclerc confirmed that he was coming to East Hartford but could not disclose where in East Hartford the Vice President would be.

Esther Clarke asked if the Mayor was getting a town car for her daily use and what line item in the budget was being utilized to provide that vehicle. *Mayor Leclerc answered that her vehicle was part of the fleet purchased for use by the EHPD/FD and that Mike Walsh would supply the financial details.*

Bill Horan commented that he was aware that the Mayor took the ALS Challenge (Ice Bucket) and urged all Councillors to participate.

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Costa Associates LLC v Town of East Hartford – tax appeal

MOTION By Linda Russo
 seconded by Ram Aberasturia
 to **accept** the Corporation Counsel's recommendation to settle the pending
 real property tax appeal known as Costa Associates LLC v Town of
 East Hartford Docket No. CV-13-6019933S, involving 1008-1010 Main Street,
 from the fair market value of \$784,850 to the fair market value of \$761,300,
 commencing as of the 2012 Grand List, which shall generate a reduction of
 \$723.69 in property taxes.
 Motion carried 6/0. **Abstain:** Horan

OPPORTUNITY FOR RESIDENTS TO SPEAK

None

ADJOURNMENT

MOTION By Esther Clarke
 seconded by Bill Horan
 to **adjourn** (9:10 p.m.).
 Motion carried 7/0.

The Chair announced that the next meeting of the Town Council would be September 2nd.

Attest Angela M. Attenello
 Angela M. Attenello
 TOWN COUNCIL CLERK

Attenello, Angela

From: Walsh, Mike
Sent: Wednesday, August 20, 2014 8:55 AM
To: Clarke, Esther
Cc: Leclerc, Marcia; Attenello, Angela
Subject: The Mayor's Car

In response to Councilor Clarke's question on the Mayor's car, please accept the following information.

Town of East Hartford ordinances provide the Mayor with use of an automobile (see below).

Sec. 2-4. Automobile

The Town shall furnish an automobile for the use of the Mayor during his term of office.

Know that the Town annually procures police vehicles and deploys them using a 5-year expected use cycle with the first two years seeing the vehicle deployed in light duty assignments and the last three years sees the vehicle deployed in Patrol.

After the vehicle completes its PD rotation, it will be assessed and possibly redeployed in the PD, it may be used as a trade for new cars, or it will be cascaded to the PW Department for redeployment to a number of other departments that use vehicles (like Inspections and Permits).

The process of setting aside a vehicle from the annual PD procurement stems back to Mayor Decrescenzo who began the process with a Ford Crowne Victoria. It was continued by Mayor Larson who over the course of 8 years repeated the process with a Ford Crowne Victoria four times. Finally, Mayor Currey also was assigned three Ford Crown Victorias during her term in office.

Mayor Leclerc since taking office has used her own vehicle and for business mileage has been reimbursed at the IRS mileage rate. Now that she has high mileage on her vehicle and it is in need of replacement, she has opted to use a PD procured vehicle that will eventually be returned to the PD rotation, most likely within two years.

As you may recall from the budget session, Ford no longer produces Crowne Victorias. Instead, they are producing a Ford Explorer for Police use. Currently, the Police and Fire Chiefs and their command staffs (a total of 6) have been assigned Ford Explorers. As the Crowne Victoria is phased out, Chief Sansom is looking at the Dodge version of a police vehicle for patrol operations.

The cost of the vehicle assigned to the Mayor by the Police Department was \$31,706.20. It was bought using State contract pricing as are all Police vehicles. The funding used for the vehicle was an allocation from the \$300,000 set aside by the Town Council for replacement of Police rolling stock. The 5-Year Capital Improvement Plan narrative for that item is presented below:

DEPARTMENT: Police

Ref. # 2015-501	Project Description: Rolling stock replacement – up to ten cars
------------------------	--

We are recommending this request in the amount of \$300,000 in lease funds to provide a funding source for the purchase of up to ten Police cruisers. With Ford Crowne Victoria's no longer available, a suitable replacement will be selected.

Almost each year, the Town has annually purchased between five and twelve cars. The new vehicles are introduced into light duty for the first two years and then turned over to Patrol for the next three years. This process will be examined in cooperation with the Public Works Department.

Per vehicle cost (estimated at \$30,000 - \$35,000 due to the necessary changeover in equipment that used to be suitable for the Ford Crowne Victoria) includes installation of equipment and the associated costs for fleet deployment and required vehicle transition costs.

This request simply attempts to continue a regular equipment rotation into town service.

MPW



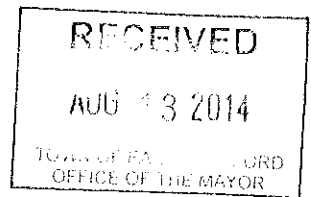
TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: August 25, 2014
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESIGNATION: Gay S. Lowell, Fine Arts Commission

Attached is a letter of resignation from the Fine Arts Commission that my office received from Gay S. Lowell.

Please place this letter on the Town Council agenda of the meeting to be held September 2, 2014.

Thank you.



August 9, 2014

To Whom it May Concern:

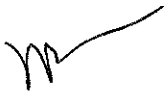
Due to a change in personal circumstances, I am unable to serve on the Fine Arts Commission.

Gay Suzanne Lowell

A handwritten signature in cursive script that reads "Gay S. Lowell".



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: August 25, 2014
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: Emergency Management Performance Grant

We have been notified that the town is once again eligible to receive grant funds from the State of Connecticut, Department of Emergency Management and Homeland Security, under the Emergency Management Performance Grant Program. This is a matching grant in the amount of \$25,646.50.

Please place this information on the agenda for the September 2, 2014 meeting. I recommend that the Town Council approve this request as submitted by adopting the attached resolution in support thereof.

Thank you.

C: J. Oates, Fire Chief
W. Perez, Assistant Fire Chief
P. O'Sullivan, Grants Manager
E. Buckheit, Development Director
M. Walsh, Finance Director

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD, CT

CERTIFICATION: I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true and correct copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation duly held on the 2nd day of September, 2014 at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

WHEREAS, the State of Connecticut Department of Emergency Management and Homeland Security (DEMHS) has awarded the Town a grant in the amount of \$25,646.50 through the Emergency Management Performance Grant Program,

NOW THEREFORE LET IT BE RESOLVED, that the Town Council of the Town of East Hartford, Connecticut, may enter into with and deliver to the CT DEMHS any and all documents which it deems to be necessary or appropriate pertaining to an "Emergency Management Performance Grant" for the period of October 1, 2013 through September 30, 2014; and

LET IT BE FURTHER RESOLVED, that Marcia A. Leclerc, as Mayor of the Town of East Hartford, Connecticut, is authorized and directed to execute and deliver any and all documents on behalf of the Town of East Hartford and to do and perform all acts and things which she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Marcia A. Leclerc now holds the office of Mayor and that she has held that office since January 10, 2011.

IN WITNESS WHEREOF: the undersigned has executed this certificate this ____ day of September, 2014.

Angela M. Attenello, Town Council Clerk

seal

MARCIA LECLERC
MAYOR

TOWN OF EAST HARTFORD

(860) 291-7400

FIRE DEPARTMENT

FAX (860) 282-9706

31 School Street

East Hartford, Connecticut 06108

JOHN OATES
FIRE CHIEF

TO: Marcia A. Leclerc, Mayor

FROM: William Perez, Assistant Fire Chief

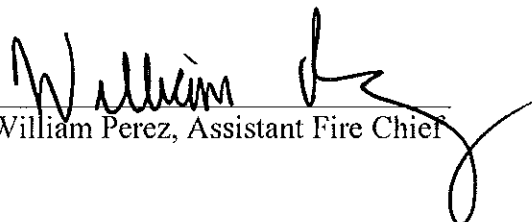
DATE: August 22, 2014

SUBJ: Referral to Council – Resolution Regarding the Emergency Management Performance Grant (EMPG) from the State of Connecticut Department of Emergency Management and Homeland Security (DEMHS)

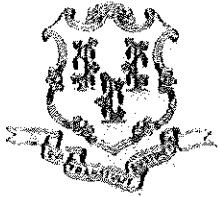
The Town of East Hartford is again eligible to participate in the Emergency Management Performance Grant (EMPG) Program offered by the State of Connecticut Department of Emergency Management & Homeland Security (DEMHS). A resolution must be passed by the Town Council authorizing you to sign any documents for submission to DEMHS. This is an annual grant program that the town continually participates in. This year it would allow the Town of East Hartford to receive up to \$25,646.50 in Federal matching funds to support the East Hartford Office of Emergency Management.

The Emergency Management Coordinator will submit quarterly reports to the DEMHS Region 3 Office detailing actual money expended from the Town Budget to specific areas spelled out in the grant application. DEMHS will then reimburse the Town of East Hartford the eligible matching funds.

I am respectfully requesting that the attached Resolution be placed on the Town Council agenda for the September 2, 2014 meeting. The resolution will authorize you, as the Mayor, to sign any documents needed for submission to DEMHS concerning this EMPG.


William Perez, Assistant Fire Chief

Cc: John H. Oates, Fire Chief
Bruce Lockwood, Planning Preparedness Assistant
Paul O'Sullivan, Grants Administrator



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



July 24, 2014

The Honorable Marcia Leclerc
Mayor
Town of East Hartford
740 Main Street
East Hartford, CT 06108

Dear Ms. Leclerc:

I am pleased to forward for your signature the Emergency Management Performance Grant sub-grant award in the amount of \$51,293.00 (of which \$25,646.50 is federal funding and \$25,646.50 is sub-grantee match). The aim of this funding is to assist your community in maintaining a robust local emergency management program.

Please review the award carefully and pay particular attention to the general and special grant conditions. Afterwards, sign and date the award, initial as indicated, and return it to:

Thomas Gavaghan
DEMHS Region 3 Coordinator
William A. O'Neill Armory
360 Broad Street
Hartford, CT 06105-

Consistent with previous years, this sub-grant award is based on your approved grant application and your community's population.

Audit quality documentation of allowable expenditures must accompany reimbursement requests and should be submitted to Thomas Gavaghan, DEMHS Region 3 Coordinator, for processing. Please note that all requests must include an original signature by the local finance director or someone of equal authority on FEMA Form 85-21.

You will be sent a fully executed copy of the subgrant award for your files. We thank you for your participation in the EMPG program and your community's continued commitment to the protection of our citizens.

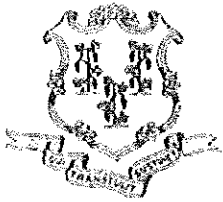
Sincerely,

William P. Shea
Deputy Commissioner
Department of Emergency Services and Public Protection
Division of Emergency Management and Homeland Security

Enclosures

CC:
Mr William Perez, Emergency Management Director
Thomas Gavaghan, DEMHS Region 3 Coordinator

25 Sigourney Street, 6th floor, Hartford, CT 06106
Phone: 860.256.0800 / Fax: 860.256.0815
An Affirmative Action/Equal Employment Opportunity Employer



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



July 24, 2014

The Honorable Marcia Leclerc
Mayor
Town of East Hartford
740 Main Street
East Hartford, CT 06108

Dear Ms. Leclerc:

I am pleased to forward for your signature the Emergency Management Performance Grant sub-grant award in the amount of \$51,293.00 (of which \$25,646.50 is federal funding and \$25,646.5 is sub-grantee match). The aim of this funding is to assist your community in maintaining a robust local emergency management program.

Please review the award carefully and pay particular attention to the general and special grant conditions. Afterwards, sign and date the award, initial as indicated, and return it to:

Thomas Gavaghan
DEMHS Region 3 Coordinator
William A. O'Neill Armory
360 Broad Street
Hartford, CT 06105-

Consistent with previous years, this sub-grant award is based on your approved grant application and your community's population.

Audit quality documentation of allowable expenditures must accompany reimbursement requests and should be submitted to Thomas Gavaghan, DEMHS Region 3 Coordinator, for processing. Please note that all requests must include an original signature by the local finance director or someone of equal authority on FEMA Form 85-21.

You will be sent a fully executed copy of the subgrant award for your files. We thank you for your participation in the EMPG program and your community's continued commitment to the protection of our citizens.

Sincerely,

William P. Shea
Deputy Commissioner
Department of Emergency Services and Public Protection
Division of Emergency Management and Homeland Security

Enclosures

CC:

Mr William Perez, Emergency Management Director
Thomas Gavaghan, DEMHS Region 3 Coordinator

25 Sigourney Street, 6th floor, Hartford, CT 06106
Phone: 860.256.0800 / Fax: 860.256.0815
An Affirmative Action/Equal Employment Opportunity Employer



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
 Division of Emergency Management & Homeland Security
 1111 Country Club Road, 3rd Floor North
 Middletown, CT 06457



NOTICE OF GRANT AWARD

The Department of Emergency Services & Public Protection hereby makes the following grant award in accordance with the The Department of Homeland Security Appropriations Act, 2013 (Public Law 113-6), and in accordance with the grant solicitation and the attached grant application, if applicable.

Grantee: Town of East Hartford
 Address: 740 Main Street
 City/State/Zip: East Hartford, CT 06108-

Town Code: _____
 State Agency Code: _____
 Federal Employer ID No.: 06-6001989 Contract # _____

DEMHS Grant No.: 013E043A
 Project Title: EMPG FFY 2014
 Date of Award: July 24, 2014
 Period of Award: From: 10/1/2013 To: 9/30/2014
 Amount Of Award: Federal: \$25,646.50 State: \$ 0.00
 State Match: \$ 0.00 Grantee Match: \$25,646.50
 Interest: \$ 0.00 Other: _____ Specify \$ 0.00
 Total Budget: \$51,293.00

Fed Grant No.: EMW-2013-EP-00046-S01 CFDA No.: _____ Grantee Fiscal Year From: July 1 To: June 30
97,042

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

1. I have the authority to execute this agreement on behalf of the grantee; and
2. The grantee acknowledges that they have read, understand and will comply with the attached General and Special Grant Conditions, and Standard Assurances, Reporting Schedule, and Inventory requirements contained within this Grant Award Package on pages 1 - 29.

By: _____ Date _____
 Signature of Authorized Official

 Typed Name and Title of Authorized Official

FOR THE DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION

By: _____ Date _____
 Signature of Authorized Official
 William P. Shea, Deputy Commissioner

 Typed Name and Title of Authorized Official

SUMMARY DESCRIPTION OF FUNDING

Through this accord, the Town of East Hartford will use grant funding in the amount of \$25,646.50 from the FFY 2013 Emergency Management Performance Grant for costs related to preparedness activities associated with implementing the Connecticut Homeland Security Strategy and the Investments identified during the application period. This program provides an integrated mechanism to enhance the coordination of State and Notional Priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters, and other emergencies.

For SPGA Use Only:

Fund	Department	SID	Program	Account	CH 1	CH 2	Bud Ref	Project
12060	32160	21881	27570	55050	190103		2013	20130



UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
Standard Assurances

Print out these forms and fill in by hand (Type written is preferred)

FEDERAL EMERGENCY MANAGEMENT AGENCY SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS		O.M.B. No. 3067-0206 Expires February 28, 2007		
FOR FY 2013	CA FOR (Name of Applicant)			
This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance. An applicant must check each item that they are certifying to: Part I ☒ FEMA Form 20-16A. Assurances-Non-construction Programs. Part II ☐ FEMA Form 20-16B. Assurances-Construction Programs. Part III ☒ FEMA Form 20-16C. Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements. Part IV ☐ SF LLL, Disclosure of Lobbying Activities (If applicable) As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.				
<table style="width: 100%;"> <tr> <td style="width: 50%;">Typed Name of the Authorized Representative</td> <td style="width: 50%;">Title</td> </tr> </table>			Typed Name of the Authorized Representative	Title
Typed Name of the Authorized Representative	Title			
<table style="width: 100%;"> <tr> <td style="width: 50%;">Signature of the Authorized Representative</td> <td style="width: 50%;">Date Signed</td> </tr> </table>			Signature of the Authorized Representative	Date Signed
Signature of the Authorized Representative	Date Signed			
NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction. The applicant further agrees by submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)				
Paperwork Burden Disclosure Notice Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right hand corner of this form. Please do not send your completed form to the above address.				

FEMA Form 20-16, FEB 04

**FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NON-CONSTRUCTION PROGRAMS**

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands

FEMA Form 20-16A, JUN 04

pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEMA Form 20-16A (BACK)

**FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-CONSTRUCTION PROGRAMS**

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified

As the duly authorized representative of the applicant, I certify that the applicant:

- | | |
|---|--|
| <p>1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.</p> <p>2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.</p> <p>3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.</p> <p>4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.</p> <p>5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the such other information as may be required by the assistance awarding agency or state.</p> <p>6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.</p> <p>7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.</p> <p>8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit</p> | <p>9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.</p> <p>10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.</p> <p>11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.</p> <p>12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</p> |
|---|--|

System of Personnel Administration) 5 C.F.R. 900, Subpart F).

FEMA Form 20-16B

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.

14. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval, changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, 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.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

FEMA Form 20-16B (BACK)

Emergency Management Performance Grant – Notice of Grant Award

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse)		
1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year quarter date of last report
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subaward Tier , if known: Congressional District , if known:		5. If Reporting Entity in No. 4 is Subaward, Enter Name and Address of Prime: Congressional District , if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:		9. Award Amount, if known:
10. a. Name and Address of Lobbying Registrant: (If individual, last name, first name, MI):		b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**FEDERAL EMERGENCY MANAGEMENT AGENCY
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." Part 67 and Part 69. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

☐ Standard Form LLL, "Disclosure of Lobbying Activities" attached.

(This form must be attached to certification if non-appropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620: A. The applicant certifies that it will continue to provide a drug- free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

FEMA Form 20-16C, FEB 04

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- (1) Abide by the terms of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

B. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

Check ☐ if there are workplaces on file that are not identified here.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

FEMA Form 20-16C (BACK)



State of Connecticut
Department of Emergency Services & Public Protection
Division of Emergency Management & Homeland Security



GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as grantee. Grant funds shall not, without advance written approval by DEMHS, be obligated prior to the starting date or subsequent to the termination date of the grant period.

SECTION 2: 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 insure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Retention of Records and Records Accessibility.

- 3.1. Financial records, supporting documents, statistical records, and all other records pertaining to this grant shall be retained for a period of three years starting from the date of the submission of the final expenditure report, with the following qualifications.
- 3.2. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 3.3. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.
- 3.4. The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of the grantee or its subcontractors or subgrantees pertaining to work performed under this agreement. The State will give grantee or such subcontractor or sub-grantee at least twenty-four hour's notice of such intended examination. At the State's request, the grantee shall provide the State with hard copies of or magnetic tape containing any data or information relating to the State's business, which data or information is in the possession or control of the grantee. The grantee shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or sub-grantee relating to this grant.

SECTION 4: Insurance.

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

SECTION 5: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the grantee shall participate in the selection, award or administration of a contract, subcontract, subgrant or agreement or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant or review board member or any member of his/her immediate family, or his/her partner, or an organization which employs, or is about to employ any of the above has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employed is related to any of the foregoing persons.

SECTION 6: Reports.

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

SECTION 7: Funding Limitation.

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

SECTION 8: Revised Budget.

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the grantee agrees to submit to the Division of Emergency Management and Homeland Security a revised budget and budget narrative equal to and in the same distribution as the grant award not later than 30 days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

SECTION 9: Audits.

- 9.1. In accordance with the following conditions, the grantee agrees to conduct and submit to the Division of Emergency Management and Homeland Security a completed audit package with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.
- 9.2. If the grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes (C.G.S.), the grantee is required to submit a State Single Audit Report to the Office of Policy and Management. C.G.S. Section 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$100,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the grantee received State Financial Assistance from the Division of Emergency Management and Homeland Security for this grant and it is the only State Financial Assistance that the grantee has received during this fiscal period. The State Single Audit Report should be filed with the Office of Policy and Management no later than six months after the end of the audit period.
- 9.3. If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, and meets the 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 Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. 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 \$300,000 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 receives Financial Assistance under only one Federal program. 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 by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

If project costs are less than the grant, and/or any project costs have been disallowed, the grantee agrees to return the unexpended/disallowed funds to Division of Emergency Management and Homeland Security not later than 60 days following closeout of the grant.

SECTION 11: Nondiscrimination and Affirmative Action.

- 11.1. The grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.
- 11.2. The grantee agrees to take affirmative action to insure 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved.
- 11.3. The grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.
- 11.4. The grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited

by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

- 11.5. The grantee agrees to provide each labor union or representative of workers with which such grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- 11.6. The grantee agrees to comply with each provision of this section and Connecticut General Statute sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statute sections 46a-56, 46a-68e and 46a-68f.
- 11.7. The grantee 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 grantee which relate to the provisions of this section and Connecticut General Statute section 46a-56.
- 11.8. If the grant is a public works contract, the grantee agrees and warrants that the grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- 11.9. Determination of the grantee's good faith efforts shall include but shall not be limited to the following factors: The grantee'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 on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statute section 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not 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; and "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.
- 11.10. The grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statute section 46a-56; provided, if such grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 11.11 The following subsections are set forth here as required by Section 4a-60a of the Connecticut General Statutes:
- a) 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 of 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 section 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 section 46a-56.

- 11.12 The contractor shall include the provisions of section (g) above 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 section 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.

- 11.13 For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced, and "mental disability means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including but not limited to, a municipality, (2) a quasi-public agency, as defined in CGS Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government as described in the immediately preceding enumerated items (11.1 – 11.12).

SECTION 12: Executive Orders.

- 12.1. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.2. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This Agreement may be canceled, terminated, or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.3. This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

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

SECTION 14: Independent Contractor.

The grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with

persons, partnerships or companies, the grantee will notify the Division of Emergency Management and Homeland Security of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

15.1 If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975 to the effect that, no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination

under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

15.2 The grantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measurer under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands.

SECTION 16: Non-Supplanting.

- 16.1. If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee agrees that these grant funds will be used so as to supplement and increase, but not supplant, the level of state, local, private and federal funds that would otherwise be made available for this project and to serve this target population, and will in no event replace such state, local, private and federal funds.
- 16.2. The grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. Division of Emergency Management and Homeland Security may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 17: Additional Federal Conditions.

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

SECTION 18: Indemnification.

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

SECTION 19: Special Grant Conditions.

The grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific program, and which are hereby made a part of this award.



State of Connecticut
Department of Emergency Services & Public Protection
Division of Emergency Management & Homeland Security



SPECIAL GRANT CONDITIONS

Check applicable box, if required

- ☐ 1. The grantee agrees to complete and submit to DEMHS a revised project narrative not later than thirty (30) days after signing this grant award. The grantee must contact DEMHS program staff at 860-685-8038 regarding the required revisions.
- ☐ 2. Specific funding limitations have been applied to this grant. The grantee will complete the Interoperable Communications Request Form and submit it for approval in advance of any purchase of interoperable radio communications equipment. No funds may be expended until approval has been secured.
- ☐ 3. The grantee is required to participate in training session(s) on _____. The grantee must contact _____ to schedule training and determine if there are other technical assistance opportunities.
- ☒ 4. The grantee must submit to DEMHS for review and approval a revised budget itemization for any proposed change 1) which will alter a budget category by more than 10% of the budget category or by more than \$500, whichever is greater; or 2) which places resources in a budget category not previously funded. Significant changes in the use of funds within a budget category, while not requiring a formal budget revision, should be reported to DEMHS by letter.
- ☒ 5. The grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of DEMHS or any party designate by DEMHS for such purpose. The grantee further agrees that such cooperation includes but is not limited to: 1) collecting and maintaining project data, including client data, 2) supplying project data to DEMHS or its designee; and 3) permitting access by DEMHS or its designee to any and all project information whether stored by manual or electronic means.
- ☒ 6. All training events, seminars, and conferences must be approved by DEMHS prior to submitting registration for the event. Requests to attend training events must include names of staff, purpose of training, justification/need for training, location, dates, and costs. Staff attending training events may be required to present a summary of the training to DEMHS and/or other grantees.
- ☒ 7. It will be the sole responsibility of the grantee, and its staff, to insure that any report, article, computer program, database, or other product or publication, whether oral or in writing resulting from the performance of duties pursuant to this grant application and grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any federal and state law, court rules, or rules of professional conduct applicable to the work performed by the grantee.
- ☒ 8. The grantee shall comply with the following statutes and regulations:
- Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - Title VI of the Civil Rights Act of 1964, as amended;
 - 28 C.F.R. Part 42, Subparts C, D, E;
 - Section 504, Rehabilitation Act of 1973, as amended (28 C.F.R. Part 42, Subpart G);
 - Title II of the Americans with Disabilities Act, (28 C.F.R. Part 35);
 - Title IX of the Education Amendments of 1972, (28 C.F.R. Part 54);
 - The Age Discrimination Act of 1975, (28 C.F.R. Part 24, Subpart I).

- ☒ 9. ☒ a) The grantee must obtain DEMHS Training Coordinator approval for all grant-funded training. The DEMHS Training Coordinator can be reached at 860-256-0840. DEMHS training approval and all related documentation for participating staff, including training certificates and time and attendance records must be retained by the sub-grantee in the grant file.
- ☐ b) The grantee must obtain Connecticut Intelligence Center (CTIC) Director approval for all grant-funded CTIC training. The CTIC director can be reached at 860-256-0800. DEMHS training approval and all related documentation for participating staff, including training certificates and time and attendance records must be retained by the sub-grantee in the grant file.
- ☒ c) The grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agency's Grant Programs Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the U.S. Department of Homeland Security." The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- ☒ d) The grantee agrees to comply with DEMHS Grant Policy #1 regarding the use of grant funds for overtime and backfill reimbursement, which are limited to the maximum payment of \$200 per person per day.
- ☒ e) The grantee agrees to submit to DEMHS upon request project deliverables including but not limited to: plans, evaluations, reports, and research results.
- ☒ f) The receipt of EMPG funding brings with it a commitment on the part of the municipality to increase operational capability through the funding of personnel and administrative expenses.
- ☒ g) Any individual whose salary is paid on a part-time or full-time basis under the EMPG program shall be placed under the merit system personnel procedures promulgated by and meeting the standards of the Federal Office of Management and Budget
- ☒ h) Acceptance of an award under this program, as demonstrated in the execution of this application package and the issuance of a sub-grant by DESPP / DEMHS, constitutes a legally binding agreement, including an agreement to abide by and comply with all relevant and applicable state and federal statutes, regulations and conditions.
- ☒ i) The municipality shall submit promptly to DEMHS excerpts of all audit reports prepared in accordance with the Single Audit Act (P.L. 98-502) and/or State statute, sufficient to identify the jurisdiction, the auditor(s) and the period audited, to include all references to funds received from DESPP / DEMHS or the Federal Emergency Management Agency.



UNITED STATES DEPARTMENT OF HOMELAND SECURITY 2013 Emergency Management Preparedness Grant

Federal Special Conditions

Article 1- Civil Rights Act of 1964

All recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights act of 1964 (42 U.S.C § 200d et seq.), which provides that no person in the United States will, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article I - Budget Review

The recipient is prohibited from obligating, expending or drawing down funds provided through this award until the required budget and budget narrative are approved by FEMA and this condition is rescinded.

Article II - EHP Conditional Hold

The recipient is prohibited from obligating, expending, or drawing down funds provided through this award for construction until the recipient has submitted all required Environmental and Historic Preservation (EHP) review packets to FEMA pursuant to the guidance set forth in the 2013 EMPG Funding Opportunity Announcement.

Article III - Assurances, Administrative Requirements and Cost Principles

a. Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions. The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

b. The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.

- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.

- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article IV - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf

and

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article VII - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article VIII - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article IX - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article X - Duplication of Benefits

State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article XI - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article XIII - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article XIV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article XV - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XVI - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article XVII - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

- (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procures a commercial sex act during the period of time that the award is in effect; or
- (c) Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article XVIII - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article XIX - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XX - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

Article XXI - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Funding Opportunity Announcement.

Article XXII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.