

AGREEMENT
BETWEEN
THE STATE OF CONNECTICUT,
DEPARTMENT OF PUBLIC SAFETY, AND
THE TOWN OF XXXX

WHEREAS, Connecticut General Statutes § 4-66g provides that the State Bond Commission may authorize the issuance of bonds in the amount of \$140 million dollars;

WHEREAS, Connecticut General Statutes § 4-66g, authorizes the Office of Policy and Management to utilize the proceeds of the sale of such bonds for a Small Town Economic Assistance Program, the purpose of which shall be to provide grants-in-aid to eligible municipalities for the same purposes for which funds would be available under § 4-66c of the Connecticut General Statutes;

WHEREAS, funding was authorized by the State Bond Commission under § 4-66g of the Connecticut General Statutes at the meeting held on (Date);

WHEREAS, the State of Connecticut, Department of Public Safety, hereinafter referred to as the "Grantor," is assisting OPM in administering the program by entering into agreements with eligible municipalities for grants-in-aid for eligible capital projects;

WHEREAS, the Town of XXXX, hereinafter referred to as the "Grantee," is a municipality which either operates or has a community interest in the (facility);

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the parties agree as follows:

1. The Grantor hereby authorizes a grant for the following:

Grant-in-aid to the Town of XXXX for the (project) for an amount not exceeding (dollar amount) (\$0,000).

2. **Effective Date.** This MOU shall be effective when executed by both parties and approved by the Office of the Attorney General. No amendment or modification to this agreement shall be effective until executed in writing by both parties and approved by the Office of the Attorney General.

3. **Authority to Enter Agreement.** This agreement is entered into by the Grantor pursuant to Connecticut General Statutes §§ 4-8 and 4-66g.

4. **Duration of Agreement.** This MOU remains in full force and effect for the entire term of the MOU unless terminated by the Grantor as provided in the termination provision of this MOU.

5. **Inspections and Examinations.** The Grantee agrees that representatives of the Grantor may conduct inspections and examine such records and documents as they deem necessary to validate payment requests or compliance with this agreement at any reasonable time. The Grantee shall maintain all records pertaining to this project for a period of not less than five (5) years.

6. **Payment Schedule.** The Grantor agrees to reimburse the Grantee for the direct cost of the eligible expenses. All funding under this grant shall be on a reimbursement basis. Payment of the State grant may be made at such time or times as the Grantor shall determine, within the authorization of funds by the State Bond Commission, but in no event at earlier times or in greater amounts than as follows:

- A. \$ 0 of the grant funds when construction is 25 percent completed.
- B. \$ 0 when construction is 50 percent completed.
- C. \$ 0 when the construction is 75 percent completed.
- D. A final installment of \$ 0 upon completion and satisfactory final inspection of project.

Payments shall be processed subject to review and approval by the Grantor, contingent upon receipt of detailed invoices with supportive documentation.

7. **Required Certifications.** The Grantee must certify in writing that requests for payment are for work begun on or after the effective date of this agreement as defined in paragraph 2 and must complete the certification statements in the form attached hereto in Attachment B for each payment.

8. The Grantee agrees to utilize the grant funds subject to the conditions set forth herein and submit a request for final payment prior to two years from the effective date of this agreement as defined in paragraph 2. The State makes no guarantees on the availability of any unused portion of these funds if the Town does not meet this deadline.

9. The Grantee acknowledges that any and all additional work not specifically authorized in writing by the Grantor will be the exclusive responsibility of the Grantee. The Grantee further acknowledges that any and all work in excess of the not to exceed amount set forth herein shall be the exclusive responsibility of the Grantee.

10. The Grantee represents and warrants to the Grantor that it has duly authorized the execution and delivery of this Agreement and the obligations assumed by it hereunder; that the Grantee will comply with all applicable state and federal laws and municipal ordinances in satisfying its obligations under and pursuant to this Agreement; that the execution, delivery and performance of this Agreement by Grantee will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following as applicable: (i) any provision of law; (ii)

any order of any court or agency; or (iii) any indenture, agreement, document or other instrument to which it is a party or may be bound.

11. Executive Orders

This Agreement is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contract reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971 concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into, are made a part of and are attached to this agreement as Attachment A.

12. Audits. The GRANTEE shall, at its expense, provide for an audit acceptable to the GRANTOR, in accordance with the provisions of § 7-396 (a), and the State Single Audit Act as outlined in §§ 4-230 through 4-236 of the Connecticut General Statutes.

13. Payment of the State Grant shall only be in accordance with the specific language of C.G.S. Sec. 4-66g and with the approval of the GRANTOR.

14. State Liability

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

15. Grantee Liability

The Grantee shall indemnify and hold harmless the State of Connecticut, the State of Connecticut, Department of Public Safety, its officers, agents, employees, commissions, boards, departments, divisions, successors and assigns from and against all actions (pending or threatened and whether at law or in equity in any forum), liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' and other professionals' fees, resulting from (i) misconduct or negligent or wrongful acts (whether of commission or omission) of the Grantee or any of its officers, representatives, agents, servants, consultants, employees or other persons or entities with whom the Grantee is in privity of oral or written contract; (ii) liabilities arising directly or indirectly in connection with this Agreement out of the acts of the Grantee; and (iii) 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.

16. **Insurance**

The Grantee agrees that while performing services specified in this agreement that it shall carry sufficient insurance (liability and/or other) as applicable 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 such insurance shall be filed with the contracting State agency prior to the performance of services.

17. **Termination**

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

GRANTEE: Town of XXXX, Connecticut

By: _____ Date _____
Municipal CEO, Title
Town of XXXX
Duly Authorized

GRANTOR: DEPARTMENT OF PUBLIC SAFETY

By: _____ Date _____
John A. Danaher III
Commissioner of Public Safety
Duly Authorized

Approved as to form.

RICHARD BLUMENTHAL, ATTORNEY GENERAL

By: _____
William B. Gundling
Associate Attorney General

Date: _____

SAMPLE