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TOWN HALL
238 Danbury Road
Wilton, CT 06897

**BOARD OF SELECTMEN REGULAR MEETING
MONDAY, JANUARY 27, 2014
MEETING ROOM B, WILTON TOWN HALL**

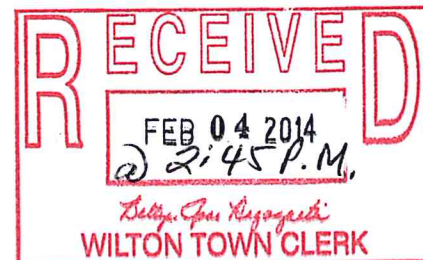
PRESENT: First Selectman Bill Brennan, Hal Clark, Richard Dubow, Ted Hoffstatter, James Saxe

GUESTS: Members of the Security Task Force, Members of Friends of Ambler Farm, Members of Miller Driscoll Building Committee, 4 Members of the Public, Jacqueline Rochester

OTHERS: Matt Kiernan of The Hour

Mr. Brennan called the meeting to order at 7:30 p.m.

A. Consent Agenda



Upon motion by Mr. Clark, seconded by Mr. Dubow, the consent agenda was approved as follows:

Minutes

- Board of Selectmen Regular Meeting Minutes of January 6, 2014

Gifts

- Gwendolyn J. Stepp for Wilton Police Department - \$50.00
- Robert H Russell Jr. and Carol M. Russell for Schenks Island - \$50.00

B. Discussion and/or Action

1. Wilton Security Task Force Report

Chairman Hal Clark spoke on behalf of the Wilton Security Task Force (WTSF). Strategy is to deter, detect and defend against people who go into schools to do harm. WTSF worked with experts to come up with recommendations. One of those experts was Dr. Bernstein who spoke to the WTSF and also visited the schools on November 2013 to conduct training. WTSF visited all the schools and did a security analysis of the buildings to evaluate the safety and security needs. Found that we are not unprepared, but not as well prepared as we need

to be. Recommendation to the Board of Selectmen is to add a second School Resource Officer (SRO) to work in Middlebrook School and a Threat Assessment Coordinator who would be a Forensic Psychologist (someone to help identify a threat and work to resolve before the threat occurs) to work for the Board of Education. Police Chief Michael Lombardo supports the need for an additional SRO and handed out a description of the SRO (attached) to the Board of Selectmen. Chief Lombardo stated that there is a need for an additional SRO as the Wilton district has approximately 4600 students, which is a major task for just one SRO to effectively handle. Ken Post spoke to the need for the Threat Assessment Coordinator and handed out a draft job description for the position (attached) to the Board of Selectmen. Dr. Bernstein recommended that the school hire a Threat Assessment Coordinator to help detect and assess threats, as well as help create and maintain a positive climate in the schools. The Threat Assessment Officer would work closely with the SRO and with other Community members and groups to coordinate with threat assessment teams, plus find and deliver programs for students and staff members and parents. WSTF would work with Dr. Bernstein to hire and train this individual.

2. Ambler Farm Activities Update

Neil Gluckin spoke on behalf of Ambler Farm and presented a PowerPoint presentation (attached) showing restoration progress at Ambler Farm and continued fund raising efforts. Phase I – Structural repairs and stabilization of property is finished. Work was designed primarily to halt any further decay of the property. Mr. Gluckin spoke to hopes that the Town will once again commit to set aside another \$250,000 that Ambler farm will match with fundraising efforts to help complete the restoration efforts.

3. Miller Driscoll Building Committee

Vice Chair Karen Birck spoke on behalf of the Building Committee. After school started in September, architects Tai Soo Kim came into Miller Driscoll and met with groups of grade level, special ed and pre-school teachers, plus administration personnel. An architect was also imbedded in a second grade class to observe the educational program and to see how different spaces were used. In September 2013, held a preliminary meeting with WSTF and on October 1, held a focus group with Miller Driscoll parents. Miller Driscoll Building Committee has met 5 times since last update to Board of Selectmen (Agenda and Minutes available on Town website). Building Committee has considered 2 options for renovation. One option is Renovate like new, where engineers must be able to certify that all the systems have a 20-year life remaining and that all spaces including playgrounds are ADA compliant. The other option is Alteration, where the decision can be made to either renovate or replace. Renovate like new options cost estimates significantly exceed the project guidance cost goals. Being conscious of capital needs of the Town, the committee is focusing on an Alteration project. Committee is trying to keep costs down, but there is a possibility that the recommended option may exceed that planning number. Currently considering 2 alteration options and expect to decide at the February 13, 2014 Building Committee meeting. Assuming an option is selected at the February 13 meeting, the Building Committee would

present to the Board of Selectmen at the February 18, 2014 BOS meeting with rationale for the selected option. Committee would then return on the March 3, 2014 BOS meeting to answer any BOS questions prior to BOS voting. BOS approved recommendation will hopefully be brought to Board of Finance at the February 18, 2014 meeting. Tai Soo Kim has indicated that once we have an approved option, it would take them approximately 6-8 weeks to complete schematic design. Upon completion of design Turner Construction would then estimate costs to enable the project go to a Special Town Meeting on September 23, 2014. Interactive website (www.tskp.com/MillerDriscoll) was launched on, January 27, 2014.

4. Wilton Health Plans Reserve Fund

Ken Post spoke regarding the reserve fund for the Town and Board of Education's self funded health plans to support a reduction in the reserve by \$500,000, as recommended by Ed Nordgaard, the Town's insurance advisor. Mr. Nordgaard was asked to explain the recommended change. Attached is a memo, which explains this recommended change. Motion made by Bill Brennan to reduce the reserve by \$500,000, seconded by Dick Dubow, motion unanimously passed.

5. Yankee Gas Community Outreach Presentation – Wilton Library, Brubeck Center, January 28, 2014, 7:30 PM

Yankee Gas will be making a presentation on the project that will be expanding the gas main line into Wilton Center and eventually to our schools. Presentation will be made by Yankee Gas executives. Mr. Brennan encouraged all citizens who are interested to attend as well as village property owners. Yankee Gas will review the project timing and the route of the gas line extension.

6. Office of Policy and Management (Reimbursement Grant Award Notice: Sandy Hook Elementary School Mutual Aid Response

Grant Award Notice for municipality's participation in the Sandy Hook Elementary School Mutual Aid response. Town will be receiving Grant award in the amount of \$9,739.29. This grant will cover reimbursement of police tactical response when officers were sent to assist with security. Motion made by Jim Saxe to grant, seconded by Hal Clark, motion unanimously passed.

7. Status of Capital Projects and Plans

- Middlebrook School – Remaining masonry and flashing work completed. Warranty binder is being prepared.
- High School and Middlebrook School Toilet Renovation – Warranty binder has been delivered. Closeout letter regarding both projects is in process.
- Comstock– Doorways where lead abatement needs to take place, Turner Construction preparing RFP's. Need to select vendors and announce plans, get work done and retest. On February 18, 2014 Judy Zucker to update on project. Building Committee to present at BOS March 17, 2014 meeting project plans and costs associated with their recommendation.

- Gilbert & Bennett – Replacement boiler has been installed and working properly. Additional piping was required and in the process of fine tuning some valves that may have to be added to balance the heat in the building. Project came in under budget.

8. Appointments and Reappointments

Mr. Brennan moved the appointment of David Taylor to the Water Pollution Control Authority. Motion seconded by Dick Dubow, motion unanimously passed.

Mr. Brennan moved the appointment of J. Casey Healy to the Council on Ethics. Motion seconded by Hal Clark, motion unanimously passed.

9. Miscellaneous Other Business

- Mr. Brennan read a statement to update the BOS regarding the air quality matter at Miller Driscoll School (attached).
- Master Municipal Agreement for Construction Projects – DOT. Resolution for the BOS to authorize Mr. Brennan to sign the agreement. Resolved, that the Honorable, William F. Brennan, First Selectman, is hereby authorized to sign the Agreement entitled “Master Municipal Agreement for Construction Projects”. Motion made by Dick Dubow, seconded by Jim Saxe, unanimously passed.
- Economic Development Commission – based on presentation made by the commission at January 6, 2014 BOS meeting, it was agreed to meet with the EDC with regard to recommendations on February 24, 2014 at 7:30PM.

C. Public Comment – Marissa Lowthert and Curt Noel spoke regarding alleged air quality issues and concerns with the Miller Driscoll Building and Board of Education.

D. Reports

First Selectman's Report:

- Received an email from Natalie Ketcham that the state bond commission approved the funding for rebuilding the Norwalk River Walls and modifications to the Route 7 intersection in Georgetown.
- To be in compliance with Town Charter, members of the BOS need to be sworn in and acknowledgments of receipt of Code of Ethics need to be returned to the Town Clerk. BOS members will follow up.
- Space shortages within the Town Hall and other facilities need to be addressed. BOS will set a date to meet to go over the issue of space utilization at the next BOS meeting.

Selectmen Reports:

Mr. Clark – No Report

Mr. Dubow – No Report

Mr. Hoffstatter – No Report.

Mr. Saxe – No Report.

- E. Board moved to enter executive session to discuss Fire Commission/Fire Chief Employment. Entered executive session at 9:48 p.m.

Board out of Executive Session at 10:32 p.m. No action taken.

- F. Adjournment – Having no further business, the meeting was adjourned at 10:32 p.m.

A handwritten signature in black ink, appearing to read 'Jacqueline Rochester', with a large, stylized flourish extending to the right.

Jacqueline Rochester, Recording Secretary

Wilton Security Task Force

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History:

In 1999, the Wilton Police Department placed the first School Resource Officer (SRO) within the Wilton School system. This position was initially funded through a Federal Grant in the amount of \$125,000. Today, there are no such grants available. Since that time, the SRO has been required to work mostly full-time at the Wilton High School. The SRO provides services to other schools within the district during critical situations that require criminal investigation and close monitoring of individual students as needed and desired by school officials. The SRO also provides in-class educational instruction to students at all levels within the district from time to time. Periodically, and on limited occasions, a second officer utilized from Patrol duties assists with instructing classes. Due to the vast number of students in the Wilton School District (4679) it has proven quite difficult for one SRO to instruct the many classes desired, along with performing all other facets of the SRO position.

The true meaning of an SRO is to be an integral part of the schools daily activities. An SRO becomes a part of the school faculty, working daily with them to build and foster trusting relationships among students, faculty and the SRO. The officer becomes another layer of intervention and prevention within the school system and is a person who students recognize as someone they can rely upon and not seen as simply an authoritative figure. In fact, if utilized correctly and given the proper amount of time with the students, the SRO creates an indelible bond and mutual respect with the students that is carried with them throughout their lives. Thus, instead of being reactive to situations involving students, the SRO is proactive.

In over 80 percent of all cases involving school violence the offender confided in a peer prior to carrying out their act. In fact, the December 13, 2013 school shooting in Arapaho, Colorado proved this once again. Within days of the shooting the best friend of the shooter was on national television stating the shooter had told him and others that he wanted to shoot people within the school they attended. School violence comes in many forms, not just shootings. In fact, most cases of school violence are not shootings.

An SRO is a **needed** layer of intervention within the school district. The SRO works to build close trusting relationships with the students so that they are confident to share with the officer when they have information that should be assessed rapidly. The officer is also another source the students can access for a variety of reasons. The SRO is a resource for all students, faculty and parents.

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As stated above, the population of the Wilton school district is presently 4679 students district wide. This does not include the more than 800 faculty members that work within the district. Today, more than ever there are more reported bullying, cyber bullying, internet investigations and issues created through social media than ever before. Bullying has become such an issue within the state that all school districts are now required to report all incidents of bullying to the Department of Education. The usage of social media to communicate student to student gives some the sense of not being detected or protected because their communication is not actually face to face. The district middle school is reporting regularly situations wherein administrators are required to counsel and investigate social media issues between students. There is no possible way for the current school faculty to address these critical problems and carry out their expected duties in a meaningful way. An SRO is needed in the middle school, as a means to address these issues head on and at a formidable time of the students' development without compromising the students' education. The SRO provides that bridge outside of the education realm between school and parent on the behavioral and developmental side that is currently missing.

Along those same lines, school administrators are also reporting a rise in mental health related issues within the student body that they are required to deal with on a daily basis. As we all know mental health is a major factor surrounding school safety. However, the school administrators can only provide limited assistance in this area. An SRO, with connection to the Wilton Police Department, provides that needed link to the mental health issue of the student outside the school system.

Need/ Public Support:

As public officials, it is our responsibility to ensure the safety of students to the best of our ability. Detection, prevention, intervention and collaborative working relationships between the police and the school system are key ingredients to the safety of our school population.

Rich Ross, the current SRO, has an excellent relationship with school administrators and has provided them with assistance in many challenging cases. Some of these cases have involved criminal charges and others involve legal issues with students that have not risen to the level of a charge, but require intervention because of home life conflict or other issues relating to the students overall health. Intervention in these cases is critical to the prevention of more serious situations occurring. Referral and intervention by professionals at an early stage has proven to be another key factor to school safety.

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In addition to his strong relationship with the school administrators, Officer Ross has also created a special bond with the students he has become involved with.

However, with the number of students in the Wilton Public School system, he has not been able to connect with all the students needed to make that bond district wide.

An additional SRO would be able to provide augmented classroom support for drug and alcohol programs. His or her presence on campus will serve to deter and detect the possession of illegal substances and contraband on school property. Most importantly, an additional SRO will have time to build relationships with students so that we continue to enhance the bond with the student population.

A successful SRO program puts a very human face on the Wilton Police Department. The SRO program provides a trained police officer who makes a difference in the lives of the students while providing greater security to the community.

Many areas of the School Resource Officer position are listed below:

- Strengthen the active partnerships among the Police Department, School System, Judicial System and other social and criminal justice agencies.
- Educate faculty and students about the criminal justice system, particularly law enforcement, e.g., reasonable suspicion, probable cause, search and seizure, as well as the legal restrictions on police, school administrators and faculty.
- Educate faculty and students about safety and awareness of suspicious activity and to "See Something Say Something".
- Interact with students, high school faculty and staff to provide increased security and safety in the learning environment.
- Investigate all criminal activity occurring on or adjacent to school property.
- Proactively preclude enforcement action through collaboration with students, parents or guardians and school and community resources, taking enforcement action when necessary.
- Serve as a resource for students, parents and teachers to referral services on an individual basis in the areas of substance abuse, behavioral problems, domestic violence and sexual abuse.
- Serve in an advisory capacity on the Youth Council.
- Serve as a resource in topical areas such as substance abuse, anger management, conflict resolution, student mediation and date rape.
- Serve as a role model and mentor for all students.

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- An additional SRO will broaden the officers' exposure within the public school system.

Capital expenditures can only protect us if they are physically in a position to do so at the time of occurrence. In the Sandy Hook Elementary School shootings there were protective capital safety measures in place, but they do not prevent every tragedy from happening. Nothing can protect us from every risk in life but an SRO will make a connection that may stop some violence that otherwise would not be stopped without them.

Overview of Present Responsibilities:

Today, the SRO duties include working with and presenting to third, fourth, sixth, seventh, ninth, 11 and 12 graders throughout the school year. Third grade curriculum consists of basic instruction of rules and laws. Fourth grade curriculum involves Internet Safety. There was a time when Internet Safety did not begin until sixth grade, but it was decided that the usage of the internet became more widespread at a younger age. Fourth graders receive a power point lesson with examples of the type of information that should not be given out and the dangers of strangers on the internet.

The sixth grade curriculum is another round of Internet Safety. This class gets more involved on the topic than the fourth grade class. The officer does some review of topics like not revealing personal information while online. The officer will also discuss sexting and the dangers of that kind of activity and include some real life tragedies as the result of this type of activity. Officers also explain social media and cyber bullying. These classes tend to elicit lots of questions from the students. This is a great time to interact with the students in a productive question and answer format. Students are encouraged to speak up and ask what is on their minds.

Seventh graders are provided a curriculum that is called Drug Education. They are seen for two classes, also quarterly, as part of their health curriculum. The SRO talks about legal and illegal drugs including alcohol, marijuana as well as drugs like heroin and club drugs. The officer discusses the long term effects of drug abuse and how to deal with situations where they might come across illegal or dangerous substances. He also explains the legal consequences and school consequences of possession and use of illegal drugs. This is a very important part of middle school. Many students at this age are coming across their first experiences with peers pressuring them into experimentation with drugs.

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Ninth grade curriculum consists of two classes. The first class is called "The Party Scene". It focuses on the difference between civil law and criminal law. We discuss the potential civil liability in addition to the more obvious criminal law consequences when you have people in your home using legal/illegal drugs. For the second class with the ninth graders we again discuss internet safety with a focus on cyber bullying and social media. In particular, how much social media can affect their futures if they are reckless with the type of material they post.

The eleventh grade curriculum consists of four classes. These classes start with an introduction to law enforcement which focuses on the differences between an adult and a juvenile. The next class talks about driving laws and the importance of graduated drivers license laws and the high rate of fatal vehicle accidents among young people. In the third class the SRO talks about D.W.I. laws and some of the ways those laws are enforced. The fourth class is called "open discussion". It was added because the health teacher and the SRO found that there were a lot of questions the students had about the topics they were discussing as well as other subjects. This class gave them the opportunity to ask those questions. For the most part these classes have a lot of class participation, which is critical in any learning environment and evidence that the students are listening and thinking about what they are being told.

The twelfth grade curriculum consists of a focus on high school seniors preparing for the transition to potentially college or a job. They discuss the new freedom of potentially living outside the home and the big responsibility that comes with it. He also talks about campus life and safety advice for living on a campus.

The law enforcement aspect of the SRO is sometimes fairly straight forward, sometimes not. For example when a student is found in possession of an illegal substance it is fairly straight forward. Some examples of some of the other types of cases the SRO has been involved with include sexual assaults, domestic violence and threatening. While many of these incidents did not necessarily happen at the schools, they do involve a juvenile either as a victim or an offender and they do affect them or others in the school setting. Many of these cases can be the result of referral from the patrol division such as drug possession by a person under the age of 18 or a criminal mischief type case. On occasion a case can also involve someone other than a juvenile. There are occasions where a school employee may be investigated or initiate an investigation.

At the current time, the most common type of case involves some type of electronic communication. A large percentage of the cases the SRO investigates have to do with cyber connections. It could be a student who notices that there are inappropriate things being said about them on a social media site or

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a threat that needs to be immediately dealt with and an assessment made rapidly regarding the safety of students and others on or off school campus. A teacher may receive an offensive e-mail from a person who turns out to be a disgruntled student that is upset about being rejected on a college application due to a grade from that teacher. There are numerous occasions where the SRO receives a phone call from a concerned parent about some type of incident that their child has experienced and looking for advice on how to handle it. The SRO determines if a crime has been committed which frequently is not the case but then provides them with advice on what might be the best way to handle it. For example, the SRO was recently contacted by a distraught mother who discovered that her fifteen year old daughter may have been communicating online with a "pervert" a day earlier. She went on to explain that she is now trying to reach her daughter at school via text and cannot make contact.

The sequence of events had her assuming the worst. The SRO contacted a school administrator who was quickly able to locate the student and verify she was safe. He later went to the residence and spoke with the mother and daughter about what had taken place. It was determined that the student had used bad judgment but was in no danger. The counseling the SRO gave to the mother and student is invaluable to the future judgment the student may use and may prevent a negative outcome.

The SRO attends many different meetings for various reasons. In addition to the education of the students there are different programs such as one he will be attending next month which is aimed at educating parents on tips for cyber safety for their children. This is a panel which includes school officials as well as the Connecticut States Attorney's office. He also sits on a panel annually for safe driving advice to young people and their parents. These are generally high school sophomores who will be soon getting their drivers license.

Children's Connection is an organization which deals with child abuse and sexual abuse in particular. The group consists of professionals including law enforcement, States Attorney's office and Department of Children and Family Services. It is composed of the towns of Norwalk, Weston, Westport and Wilton. Professionals perform forensic interviews of abused victims which are aimed at minimizing trauma to victims during the interview process. The volume of abuse cases has grown to the point where the group now meets twice a month. Attendance twice a month is difficult due to demands of the school system. The status of cases is discussed at the meetings in a group setting.

The SRO recently began attending the Emergency Operations Committee meetings which consists of Ken Post, an administrator from each school and John Murphy. This is yet another good example of the type of committee that will arise and the officer will be expected to attend. The Town's Security Task Force recommended that Dr. David Bernstein, a noted Forensic Psychiatrist, provide training to the entire

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school district regarding threat recognition and assessment of mental health issues that could result in serious consequences if early intervention measures were not put in place. Overall the new threat assessment process has been implemented to help identify potentially at risk students who may pose a risk to the school. The SRO is also a key component of the threat assessment team and has attended several meetings as well as training on the threat assessment process conducted by Dr. Bernstein.

The SRO is frequently contacted by school administrators regarding scenarios that come up. Some turn out to be criminal, many do not, but it's helpful to talk the incident through and offer assistance to each other. When the current SRO began in this position he also instructed the Officer Friendly program at Miller-Driscoll School, which was a great way for the children to learn about police officers.

Unfortunately, as the demand with older children grew due to cyber issues and other activities there was no longer time for the Officer Friendly program at Miller-Driscoll. He would have to spend about two weeks at Miller-Driscoll in the fall and again in the spring. He found that he would receive phone calls from administrators at Middlebrook School or Wilton High School with the normal situations that would come up and this would result in him responding there for whatever the scenario might be and in turn, cancelling his classroom appearance which was scheduled months in advance. This was unfair to the children that were looking forward to his appearance. Their first contact with a police officer, in many cases, turned out to be negative. This ultimately led to the end of the K-2 program several years ago.

The SRO finds that there are many occasions where he has a criminal investigation to conduct and the majority of that work is done within the police department or in the field. He is able to be quickly reached by phone if a situation was to come up within a school, but he is not actually in the school building. Some of his investigations don't necessarily involve the school but rather an incident involving a juvenile that took place out of school. Investigations of these incidents take time away from being able to be inside a school building, but are required to be handled by the SRO and school officials because of a change in the law that requires school involvement even though the incident took place during non-school hours or on campus. The change in the law occurred four years ago and now requires school officials and the SRO to become involved in almost every one of these matters.

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Summary:

As you can see the present SRO is pulled in many different directions and for good reason. There are a multitude of situations and programs that the SRO is required to be involved in for the program to succeed. Additional SRO's for the entire school district are needed to fulfill the needs of the students, faculty and residents. Of the 4679 students within the school district and approximately 800 faculty members there is just one SRO to provide services. For many years police agencies have provided services in many capacities to school systems. Youth Officers, DARE officers to name a few have been an integral part of most school systems throughout the United States. Approximately 17,000 police officers are assigned to schools in America annually. Most serve as School Resource Officers. They serve many roles: safety expert, law enforcer, problem solver, liaison to community and educator.

A second SRO would allow more of a focus on programs at the younger grades that had been done in the past but can no longer be accommodated because of workload. This would also include the Officer Friendly program at Our Lady of Fatima School.

In the past, when a second officer was assigned to these duties, as available from Patrol, they could assist with meetings that the SRO was unable to attend due to his assignments at the high school (or middle school) level. Otherwise the instruction was cancelled at last minute.

It is also important to have another officer trained in the process of handling juvenile abuse cases. A second SRO trained in the area of youth investigations as victims could attend Children's Connection meetings, Youth Council, Board of Education Emergency Operations Committee meetings, participate in threat assessments, instruct Officer Friendly programs, drug and alcohol resistance, cyber safety, and become involved in the safe driving panel as well as work with the Police Explorers. It is important for the Wilton Police Department to be represented at these meetings, for the sake of our victims.

In the event the one SRO is not in town on a school day, for things like mandatory department training, the second SRO would generally be available to be a visible presence in the schools during those times.

In recent years and especially post Sandy Hook, the demands on the one SRO have increased greatly. School related instructional programs have been added for later grades. However, it is at the cost of instructional time being diminished in the lower grades and private schools. Obviously within the past year there has been an understandably heightened awareness for those students who may display characteristics which require further safety assessment involving school personnel and others, to

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include the SRO. This is in addition to each school within the district that now desires and appreciates more than ever seeing the SRO maintain a visible presence in that school. Unfortunately with just one SRO there are schools that do not receive this benefit on any regular basis. Immediately following the tragedy at Sandy Hook Elementary School, we assigned officers to each school. Parents and educators expressed to us their relief and appreciation for our presence at the schools. Additionally, in recent years the age for those considered juveniles has increased to include youths who are now ages 16 and 17 and who commit crimes being referred to the SRO for follow-up investigation and possible referral to the juvenile court system. In the past this age group was considered to be an adult for court purposes and did not require the involvement of the SRO. This has caused non-school related criminal investigations that are handled by the SRO to noticeably increase, which takes time away from being available within the schools.

PROPOSED TITLE: **Threat Assessment Coordinator**

JOB GOAL:

Provide leadership in the detection, assessment, and management of internal threats to the schools. Work with the District's Threat Assessment Teams to assess and interpret student's behaviors and actions of concern that may indicate the possibility of a threat. Work in coordination with the District's Safe Climate Coordinators to create and maintain a positive climate in the Wilton schools.

PREFERRED QUALIFICATIONS:

- State of Connecticut Certified Clinical Psychologist.
- Forensic specific clinical experience.
- Minimum Masters Degree in Psychology or a related field. Advanced Degree preferred.
- Experience with threat/risk assessments.
- Experience in creating and maintaining a positive school climate.
- Experience working with adolescents in an educational setting.
- Excellent written and oral communication skills.
- Ability to collaborate and work cooperatively with staff, students, and parents.
- Ability to work independently with minimal supervision.

REPORTS TO: Principal

JOB RESPONSIBILITIES:

1. Be the central contact point for all security/safety concerns related to a student posing a threat.
2. Participate as a member of the Middle School and High School Threat Assessment Teams.
3. Develop, implement and monitor threat assessment protocols.
4. Be the liaison between the Threat Assessment Teams and the rest of the school community.

5. Be the liaison between the Threat Assessment Teams and the school's designated Safe Climate Coordinators. This includes working on proactive measures to promote positive school community.
6. Be the liaison with the Wilton Police School Resource Officer and BOE personnel.
7. Find and implement preventative programs for detection of school internal threats.
8. Conduct individual student counseling with a focus on keeping students actively participating in the school community.
9. Conduct parent and student workshops to promote "see something, say something" and other threat detection strategies.
10. Create and maintain a database for tracking all threat assessment information and "red flags".
9. Maintain high level of ethical behavior and confidentiality of information about students.
10. Maintain positive and professional relationships with co-workers.
11. Demonstrate ability to work independently with minimal supervision

RESPONSIBILITY/ACCOUNTABILITY:

Has responsibility for coordinating and gathering all threat assessment data for use by the school's Threat Assessment Teams. Responsible for promoting a positive school climate.

PHYSICAL DEMANDS:

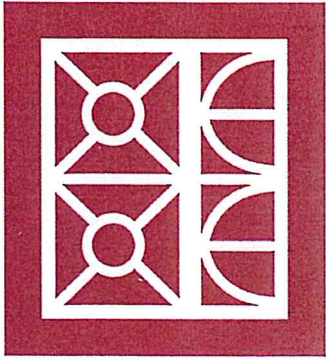
Walking, standing, bending, lifting, sitting, stretching Able to attend to children on playground if necessary

TERMS OF EMPLOYMENT:

187 day position

EVALUATION:

Performance of this job will be evaluated annually by the employee's immediate supervisor and/or administrator in accordance with agreement between the Wilton Board of Education and WEA



ambler
FARM

...WHERE GOOD THINGS GROW

Update
Town of Wilton,
Board of Selectmen

Neil Gluckin
President, Friends of Ambler Farm
January 27, 2014

Numerous goals, significant progress



- Objective: complete the restoration of the Raymond Ambler Farmhouse and open it to the community
- Total cost: \$1.9MM, funded by
 - Public and private sector grants
 - Donations
 - Municipal funding
- To date, we have secured \$1.4MM through
 - Town Grants
 - A STEAP Grant from the state of CT
 - a matching grant from the Elizabeth Raymond Ambler Trust
 - individual donors

RA Farmhouse: What's left



- The remaining \$500,000 will come from another \$250,000 commitment from the Town as well as individual donors
- The Friends of Ambler Farm have so far raised more than \$10,000 towards the next match

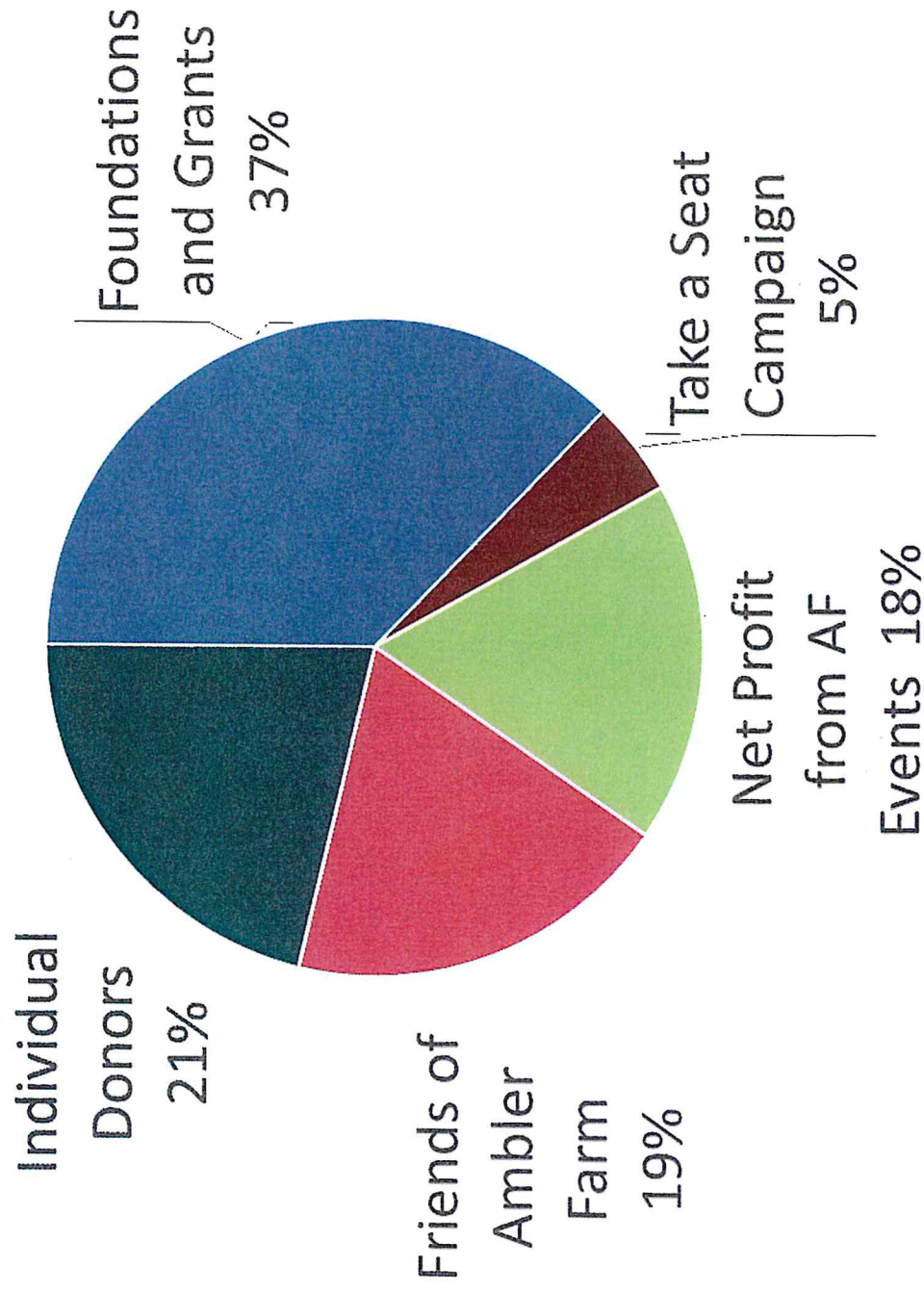
Our first annual appeal



ambler
FARM



Sources of donations received 2011-13 (totaling \$250,000+)

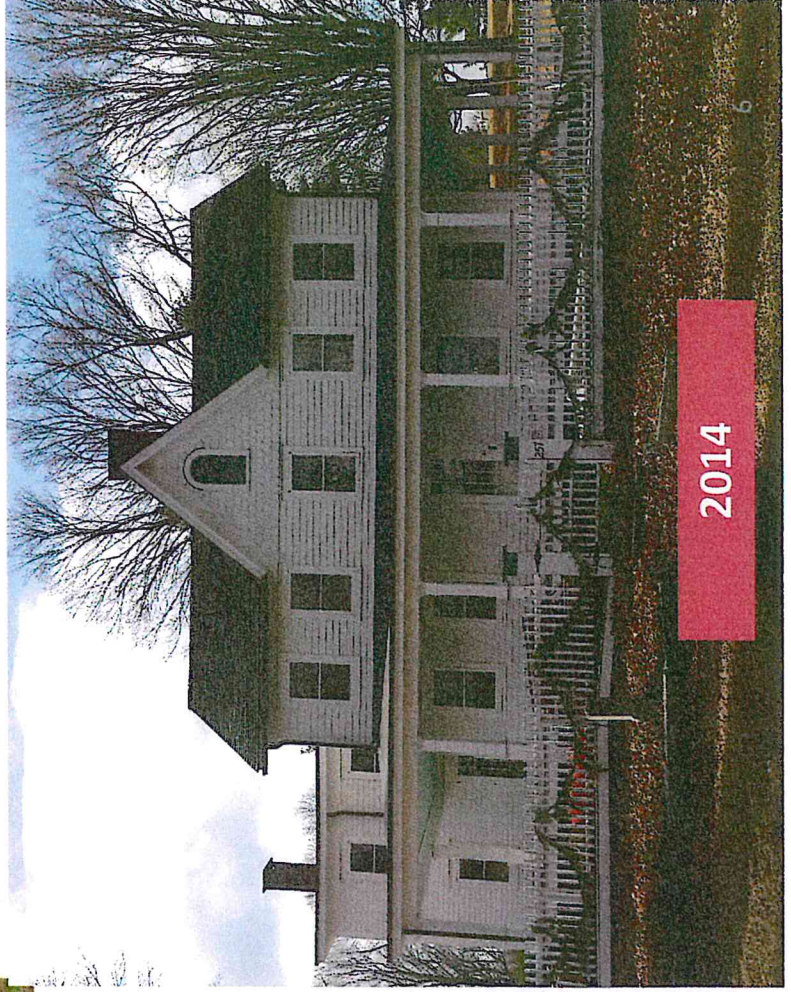




Phase I - Structural repairs and stabilization (Cost: \$970,000)



2008



COMPLETED



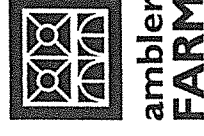
Phase II – Interior restoration and site work, to begin 2014 (estimated cost: \$925,000)

- Electrical, plumbing, heating/AC
- Floor repairs and refinishing
- Painting
- Fire stairs (completed)
- Walkways and retaining wall
- Goal is to open the first floor to the public by 2015



Looking ahead

1



- Serving the community is our first priority
- The Board is strong and its work is now supported by a part-time Administrative Coordinator
- For the RAH restoration, the Friends of Ambler Farm will once again match Town funding
- One tranche will be better than two at this point
- We look forward to working with Town to put Ambler Farm on a firmer footing to achieve financial self-sufficiency.

Slide 8

- 1 I'm going to revise the content of this slide to include some of the changes we need to make in order to become more viable and financially self-sufficient going forward -- relaxation of P&Z, better definition of who has the right to do what, etc.
Neil Gluckin, 1/20/2014

FINANCE DEPARTMENT

Tel (203) 563-0114

Fax (203) 563-0299



TOWN HALL
238 Danbury Road
Wilton, Connecticut 06897

To: William F. Brennan
Board of Selectmen

From: Sandra L. Dennies, CFO

Re: Wilton Health Plans Reserve Fund

Attached please find a memo addressed to Ken Post and me with regard to the reserve fund for the Town and Board of Education's self funded health plans. Also attached is the April 11, 2005 recommendation for the calculation of the health plan reserve.

According to Ed Nordgaard with the agreement of Trip McGarvey, the reserve fund for the health plan may be reduced at this time. The fund was established with a specific calculation to be done to address the size of an "adequate" reserve. That formula has garnered a healthy reserve of approximately \$4.5 million to date. However, based upon our aggregate stop loss insurance and our experience to date, they believe that the calculation can be revised to allow for the reserve to be reduced to \$3.4 million this fiscal year.

Upon discussion with the Board of Education, we are recommending that the reserve not be reduced by the amount calculated since the reserve will need to be enhanced annually. The recommendation from both of the finance directors is to reduce the reserve by \$500,000 allocating the distribution by the number of employees in the plan (80/20). Therefore, the Board of Education would receive the largest share of \$400,000 and the Town would receive the \$100,000 portion of the reserve reduction.

Since the Reserve can only be used to pay for actual claims, the amount included in the FY 15 budget for claims experience, insurances and administration will be reduced by the portion of the reserve referenced above. In the fourth quarter of FY 15 as active health claims funds become less than the actual claims, funds will be made available from the reserve to allow for the payment of all of the actual claims.

Cc: Ken Post
Ed Nordgaard
Trip McGarvey

CORPORATE BENEFITS MANAGEMENT GROUP

DRAFT

Memo To: Sandy Dennies & Ken Post

Dec. 2, 2013

From: Ed Nordgaard

CC: Trip McGarvey

Subject: Wilton Health Plans Reserve Fund - Modify April 20, 2005 Current Health Reserve Account

Summary:

The Health Plans Reserve Fund Objectives are determined annually. The calculation includes 3 components:

1. The IBNR Claim Reserve (Incurred But Not Reported claims)
2. The Aggregate Stop-Loss "Corridor" – This is the now 20% difference in claims between the total expected claims for a Fiscal Year and the trigger-point when the insurer, Anthem, assumes the claims that exceed the 20% corridor – Wilton's possible but not likely claim liability is this 20% corridor.
3. A Claim Fluctuation Component of 10% of the 20% Corridor + the IBNR + Administrative claim Expense

This memo recommends we amend the Aggregate Stop-Loss Corridor component –

1. Currently this now 20% corridor between expected Health Claims and the stop-loss trigger point states a Reserve Fund calculation range of 65% to 85% of the Corridor, with a target of 75%.
 - a. This was conservative (high) since the Finance Board has no funds to pay claims in excess of expected claims and claim fluctuations were likely since less than 600 employees were in the BOE Health Plan.
2. At this time we are recommending this range be reduced to a range of 40% to 60% of the Corridor with a target of 50%.
 - a. The current Reserve Fund is about \$4,500,000 and the annual combined BOE & Town Plans calculated Reserve Objective is \$3,400,000 for the fiscal Year ending June 30, 2015 using the proposed 50% Aggregate target. Claims are projected to increase annually so the Objective can be expected to gradually increase with health claims inflation.

Background History -

This attached summary of the Reserve Fund was the result of meetings with representatives of the Board of Finance, Board of Education, Ken Post and me 2005.

For the fiscal year beginning In July 2000 the BOE had adopted a self-insurance health plan for the first time. In April, 2001 the BOE had finalized their annual budget for the coming fiscal year that included assumed Health Claims of \$3.5 million. Two short months later, the insurance broker advised that the self-insured Plan would have \$5.3 million in claims, a deficit of over \$1.7 million for the Fiscal Year starting July1, 2001. The BOE and the Board of Finance had no funds to pay this unexpected amount of claims now or in the future. The Board of Ed reduced expenses by over a \$1 million in two months and other funds were allocated. The broker was dismissed at that time.

It was obvious a solution was needed to avoid a lack of funding to pay claims. I suggested a formula that was agreed to by the Committee.

The formula was very conservative since we had to build a reserve relatively quickly since the BOE Health Plan would have a significant increase in paid claims prior to triggering the Aggregate Stop-Loss shift in claim liability to the Insurance Co.

While we have had claims in excess of the expected claims, as stated above, the Reserve Fund balance is \$4.5 million.

To: Wilton Board Of Education

Exhibit I
April 11, 2005
Page 1 of 3

From: Board of Finance/Board of Education Insurance Reserve Committee
(Robert Kelso, Richard Dubow, Dona Waskom, John Benson)

Recommendation for funding of Board of Education Health Reserve Account

The committee recommends that the Board of Education adopt the following guidelines for funding the Health Reserve Account components:

- 1) **IBNR - The health claims Incurred But Not Reported component will be funded at 100%.**
 - o **Actual IBNR Account Balance** – After the end of the Fiscal Year, June 30th, the Budgeted Health Expense amount less the annual paid claims determines the actual funds available for the total Health Reserve Account objectives.
- 2) **The aggregate stop-loss "Corridor" will be funded between 65% and 85% with a target of 75%.**
 - o **Actual Corridor Account Balance** – As with the IBNR, at the end of the current year, June 30th, the final Health Budget accounting will determine the status of this account, which is the beginning balance for the new Fiscal Year.
- 3) **Claim Fluctuation Component –**
 - a.) We recognize the fact that we are a Self Insured plan with a relatively small number of employees. Therefore, there will be fluctuations in the amount of claims paid from year to year. If we experience a favorable claim fluctuation in a year and still have funds available in our Health Budget after satisfying the above two recommendations, the Board can put a limited amount of additional funds into the reserve account. This would be reported as a separate Claim Fluctuation component of the Health Insurance Reserve.
 - b.) This reserve fund component would be available to pay claims in a subsequent year if we experience an unfavorable fluctuation and/or to satisfy the IBNR and Corridor objectives.
 - c.) This total amount should not exceed 10% of the total calculated IBNR and Corridor. **Any additional remaining surplus Health Budget funds could be returned to the Town unless they are needed to offset a deficit elsewhere in the BOE operating budget.**

d.) If the Board of Education identifies an extraordinary need, it can make an exception to this guideline and put some or all of the additional surplus operating budget funds in the Health Reserve Account.

e.) The following example illustrates how this Account will operate:

Assume that after funding the IBNR and Corridor reserves to the recommended levels, \$400,000 in additional funds are available due to favorable claims experience.

	<u>Calculation</u>	<u>Funding</u>
IBNR	\$1,300,000	\$1,300,000
Corridor	<u>1,800,000</u>	<u>1,350,000</u> (75%)
Total	\$3,100,000	\$2,650,000
Additional Funds Available		\$400,000
Amount Added to Reserve		<u>\$310,000</u> (10% of Total Calculation)
Total Reserve Balance		\$2,960,000
Funds used by BOE or returned to Town		\$90,000

Comments:

- The priority order in funding the 3 components of the Health Reserve Account is the order shown above (1, 2, & 3)
- Any fiscal year deficit will reduce the 3 components in the reverse order (3, 2, & 1)
- The preparation of the next Fiscal Year's Health Expense Budget takes into consideration several factors including:
 - a) The most current paid claims experience
 - b) Any change(s) in Plan and/or expected changes in covered employees
 - c) Health inflation by coverage
 - d) The current status of the components of the Health Reserve Account
 - e) Reserve Fund Renewal Amounts:
 - IBNR – Based on insurer input and our expected claims experience.
 - Stop-Loss Corridor – 25% of renewal expected claims. Anthem, the current Insurer determines the specific \$ of claims per covered employee for Medical, RX and Dental Corridor based on renewal expected claims. This \$ per covered employee applies for the renewal year for the Plan in effect at the start of the renewal year.
 - f) The current and proposed status of the components of the Health Reserve Account will be communicated to the Board of Finance during the Budget process.

April 11, 2005

Page 3 of 3

- g) The factors that would influence the level of the BOE's Health Account recommendations would include, but not be limited to: the current trend in our claims, emerging catastrophic claims, uncertainty in expected health claim inflation and the current level of the Claims Fluctuation component of the Health Reserve Account.



STATE OF CONNECTICUT
Office of Policy and Management

Monday, January 06, 2014

To: Sandra L. Dennies, Chief Financial Officer
Town of Wilton
238 Danbury Road
Wilton CT 06897

From: John Forbes, Assistant Division Director

Subject: Reimbursement Grant Award Notice: Sandy Hook Elementary School
Mutual Aid Response: 13SHEJAG_161

Attached please find the Grant Award Notice for your municipality's participation in the Sandy Hook Elementary School Mutual Aid Response.

Your application for this award is the original "Officer Assignment" spreadsheet which was submitted by your Police Chief or Finance Director to OPM during the January to February 2013 period. A copy is included herein.

The Total Grant Award is based upon "allowable" costs under this grant program. Costs specifically excluded under this grant program were Presidential Security costs and victim services related costs. Reimbursable expenses are for "police tactical response" measures (only) as determined by the Federal agency, U.S. Department of Justice.

Please read carefully the attached Award Review Checklist for Finance Directors. There are six (6) documents in this package. Five (5) of the documents must be signed by the requisite municipal official and returned to OPM to complete the reimbursement process.

Please return the grant award documents within 15 days to:

John Forbes
Assistant Director
Office of Policy and Management
Criminal Justice Policy and Planning Division
450 Capitol Ave.
Hartford, CT 06106

Once OPM is in receipt of the complete set of five (5) signed original grant documents, the municipality should receive a check from the Comptroller's Office within 7-10 days.

If you have any further questions or concerns, please call John Forbes at 1-860-418-6271 or email: john.forbes@ct.gov.



STATE OF CONNECTICUT
Office of Policy and Management

**Award Review Checklist
For Finance Directors**

Document No.	Description and Signature Required
#1	<p>Notice of Grant Award: The Notice of Grant Award document includes the face sheet for signature and three special grant conditions documents: (1) OPM special conditions checklist; (2) State of Connecticut General Grant Conditions and (3) DOJ/BJA Special Grant Conditions. SIGN and RETURN</p> <p>Signature Required: Chief Elected Official or Town/City Manager</p>
#2	<p>Authorized Signature Form: This form must be signed and dated by the city/town official that has the legal authority to accepted grant funds on behalf of the city/town. SIGN and RETURN</p> <p>Signature Required: Chief Elected Official or Town/City Manager AND Town Clerk or Corporation Counsel</p>
#3	<p>Assurances and Certifications Form: Standard grant administration assurances and certifications required to receive Federal grant funds. SIGN and RETURN</p> <p>Signature Required: Finance Director</p>
#4	<p>Spreadsheet /Application: This is a paper copy of the original "Officer Assignment" spreadsheet which was submitted by your Police Chief or Finance Director to OPM during the January to February 2013 period. This is essentially the application for this grant program. The total grant award is based upon "allowable" costs under this grant program. Costs specifically excluded under this grant program were Presidential Security costs and victim services related costs. Reimbursable expenses are for "police tactical response" measures (only) as determined by the Federal agency, U.S. Department of Justice. All financial records, supporting documents and all other records pertinent to police officers assigned to the Newtown mutual aid response, days worked, and hourly rates, etc., must be retained until September 30, 2017. KEEP THIS COPY - do not return</p> <p>Signature Required: None required</p>
#5	<p>Final Cash Request: A single - FINAL - "cash request" for the total award amount is the only invoice required for this grant award. The town should receive a check from the Comptroller's Office within 7-10 days. SIGN and RETURN</p> <p>Signature Required: Finance Director</p>
#6	<p>Final Financial Report: A single - FINAL - quarterly "Financial Report" for the total award amount is the only financial report required for this grant award. SIGN and RETURN</p> <p>Signature required: Finance Director</p>



STATE OF CONNECTICUT
Office of Policy and Management

Criminal Justice Policy and Planning Division (CJPPD)
450 Capitol Avenue, MS# 52CPD
Hartford, CT 06106-1379

NOTICE OF GRANT AWARD

The Office of Policy and Management, Criminal Justice Policy and Planning Division (CJPPD), hereby makes the following grant award in accordance with FY13 (BJA - JAG carve-out) 42 USC 3756(b), the Edward Byrne Memorial Justice Assistance Grant and in accordance with the grant solicitation and the attached grant application, if applicable.

Grantee	Town of Wilton	Town Code:	161
Address	238 Danbury Road	DUNS Number:	022698500
City/State/Zip	Wilton CT 06897	Federal Employer ID No:	066002133
OPM Grant No:	13SHEJAG 161	Sub Grant Type:	Local Reimbursement
Project Title:	SHE Mutual Aid Reimbursement		
Date of Award:	January 6, 2014		
Period of Award:	From: December 14, 2012	To: March 31, 2014	
Total Award:	\$ 9,739.29		

Federal Grant Number:	2013-DG-BX-0031	C.F.D.A. No.	16.580
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Authorized Signatory: Municipality

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

1. I have the authority to execute this agreement on behalf of the grantee; and
2. The Grantee will comply with all attached Grant Conditions.

Sign here	Date here
Signature of Authorized Municipal Official	Date of Signature
William Brennan First Selectman	

Authorized Signatory: Office of Policy and Management

Sign here	Date here
Signature of Authorized OPM Official	Date of Signature
Benjamin Barnes, Secretary or Karen Buffkin, Deputy Secretary	

For Office of Policy and Management Use Only

\$ 9,739.29	OPM20350	12060	22613	55050	13008	2331	0000	2013
Amount	Dept.	Fund	SID	Acct.	Prog	Proj	ChrtFld2	BudRef

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

Criminal Justice Policy and Planning Division
450 CAPITOL AVENUE
MS # 52CJP
HARTFORD, CT 06106

SPECIAL GRANT CONDITIONS

Check applicable box, if required.

- ☐ 1. The Grantee agrees to complete and submit to OPM a revised project narrative not later than thirty (30) days after signing this grant award. The Grantee must contact OPM program staff at _____ regarding the required revisions.
- ☐ 2. Specific funding limitations have been applied to this grant. Please contact OPM program staff at _____ for further detail on these funding restrictions.
- ☐ 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 OPM 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 OPM by letter.
- ☒ 5. The Grantee must submit to OPM for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category or (2) which moves resources between budget categories or (3) which moves resources to a line-item not previously approved by OPM.
- ☒ 6. 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 OPM or any party designated by OPM 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 OPM or its designee; and (3) permitting access by OPM or its designee to any and all project information whether stored by manual or electronic means.
- ☐ 7. Grantee's attendance at all training events, seminars and conferences must be approved by OPM 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 OPM and/or other Grantees.
- ☒ 8. 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.
- ☐ 9. The Grantee certifies that the application on which this grant is based was presented to the

superintendent of schools for its school district and his or her comments thereon were given consideration prior to the submission of the application to OPM.

- ☒ 10. The Grantee shall comply with the following statutes, regulations, guidelines and requirements, to the extent applicable and mandated by the controlling underlying federal grant program:
- ☒ Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended.
 - ☒ 28 C.F.R. Part 42, Subparts C, D, E.
 - ☒ 28 C.F.R. Part 23 (Criminal Intelligence Systems).
 - ☒ 28 C.F.R. Part 38 (Equal Treatment of Faith Based Organizations).
 - ☒ U.S. Department of Justice, Office of Justice Program (OJP) Financial Guide.
 - ☒ To avoid duplicating existing networks or IT systems in any initiatives funded by Bureau of Justice (BJA) for law enforcement information sharing systems, which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
- ☒ 11. The Grantee agrees to and shall comply with all other applicable attachments provided by the federal government, as may be amended.
- ☒ 12. The Grantee agrees to and shall comply with the scope of work in the Grant, as may be amended.
- ☐ 13. The Grantee shall comply with all requirements of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, as amended, that are attached hereto.
- ☐ 14. If applicable, the Grantee shall grant to other Connecticut municipalities or towns and/or the State limited, non-exclusive and royalty free license to use any Proprietary Computer Software or related electronic applications and all updates, upgrades and modifications developed pursuant to this Grant, but excluding Third-Party Software. For the purpose of this grant "Computer Software" means (i) computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) recorded information comprised of source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.
- ☐ 15. If applicable, during the term of this Grant, including any extension thereof, Grantee and, if applicable, Grantee's subcontractor, shall install, run and maintain all upgrades, enhancements, and new releases of Grantee's proprietary Computer Software and Grantee's subcontractor's Computer Software and provide copies of such to all third parties granted a license to use such Computer Software.

**OFFICE OF POLICY AND MANAGEMENT
Criminal Justice Policy and Planning Division
450 CAPITOL AVENUE
MS #52CJP
HARTFORD, CT 06106**

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 the Office of Policy and Management (OPM), be obligated prior to the starting date or subsequent to the end 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 All services performed by Grantee shall be subject to the inspection and approval of OPM at all times, and Grantee shall furnish all information concerning the services.

OPM or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. OPM or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours notice of such intended examination. At OPM's request, the Grantee or subcontractors or subgrantees shall provide OPM with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to OPM's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by OPM or its representative:

- a. 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; and
- b. 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.

3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by OPM or its representative.

3.4 The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this agreement.

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" OPM and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with OPM prior to the award of funding.

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, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

SECTION 6: Reports.

The Grantee shall submit such reports as OPM 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 subgrantee packets and budgets. Cash requests may be withheld by OPM until complete and timely reports are received and approved.

SECTION 7: Funding Limitation.

Funding of this project in no way obligates OPM 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 OPM a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (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 OPM two completed audit packages 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, the Grantee is required to submit a State Single Audit Report to OPM. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from OPM 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 OPM 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 \$500,000 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 OPM no later than sixty (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 Award such Grantee will not discriminate nor 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 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 Statutes §§ 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 Statutes §§ 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 Statutes § 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 Statutes § 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 Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, 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 For the purposes of this entire Non-Discrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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 grant award period. 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 OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and 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 OPM of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

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

SECTION 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 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. OPM 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 OPM and which are, hereby, made a part of this grant award.

SECTION 18: Indemnification.

The Grantee, hereby, agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, OPM, their respective officers, employees and agents for any breach of this agreement.

SECTION 19: Large State Contracts.

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

SECTION 20: State Contracting Standards Board.

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

SECTION 21: Campaign Contribution and Solicitation Prohibitions.

For all State contracts as defined in Section 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment A.

SECTION 22: Non-Discrimination Certification.

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Grantee is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

SECTION 23: Additional Restrictions on Use of Federal Funds.

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

SECTION 24: Iran Certification.

Effective October 1, 2013, this certification must accompany any large state contract. When submitting your bid or proposal, or, if there was no bid process, prior to executing a contract, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States.** United States subsidiaries of foreign corporations are exempt. For purposes of this certification, a "foreign corporation" is one that is organized and incorporated outside the United States of America. "Large state contract" has the same meaning as provided in section 4-250 of the Connecticut General Statutes.

SECTION 25: Forum and Choice of Law.

The parties deem the Grant to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Grant to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

SECTION 26: Special Grant Conditions.

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

ATTACHMENT A

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes Section 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined below*):

Campaign Contribution and Solicitation Limitations

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

Contract Consequences

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an

individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



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SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



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8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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16. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
17. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
18. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
19. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2013-DG-BX-0031 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
20. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
21. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD
CONTINUATIONSHEET
Grant

PAGE 5 OF 6

PROJECT NUMBER 2013-DG-BX-0031

AWARD DATE 09/30/2013

SPECIAL CONDITIONS

22. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

23. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
24. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
25. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
26. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
CONTINUATIONSHEET
Grant**

PAGE 6 OF 6

PROJECT NUMBER 2013-DG-BX-0031

AWARD DATE 09/30/2013

SPECIAL CONDITIONS

27. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

28. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.



STATE OF CONNECTICUT
Office of Policy and Management

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AUTHORIZED SIGNATURE FORM

This form must be signed and dated by the city/town official that has the legal authority to accept grant funds on behalf of the city/town.

This form must then be countersigned and dated by the individual with the legal authority on behalf of the city/town attesting to this fact.

These grant funds are being awarded as part of a Federal 2013 Department of Justice, Bureau of Justice Assistance, grant award to reimburse Connecticut municipalities for their Mutual Aid Response (police tactical response, only) to the Sandy Hook Elementary School tragedy.

Municipal Official

Print Here	Title Here
Printed Name of Mayor/First Selectman/City or Town Manager	Title
Sign Here	Date Here
Signature of Mayor/First Selectman/City or Town Manager	Date

Verification/Attestation

Print Here	Title Here
Printed Name of Municipal Legal Authority Attesting to Signature	Title
Sign Here	Date Here
Signature of Municipal Legal Authority Attesting to Signature	Date



STATE OF CONNECTICUT
Office of Policy and Management

3

Assurances and Certifications Form

By submitting this Assurances and Certifications Form and filling in my name below, I hereby agree that, to the best of my knowledge, each of the Assurances and Certifications presented below are accurate and correct.

Please check YES or NO		Assurances and Certification
YES	NO	Federal System for Award Management (SAM): I certify that the Town of Wilton maintains a current registration in the federal System for Award Management (SAM) database. (Recipients must review and update information at least annually to satisfy this requirement.) Additional information about registration procedures may be found at the SAM Internet site (http://www.sam.gov).
YES	NO	Restrictions on Lobbying: I certify that the Town of Wilton will not use these federal funds or any other federal funds to lobby local, state or federal agencies or individuals to change laws or try to change laws. No federally appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.
YES	NO	Debarment: I certify that the Town of Wilton has not been excluded, as notified in writing, from receiving federal funds by the federal Department of Justice.
YES	NO	Affirmative Action: I certify that the Town of Wilton has an Affirmative Action policy statement and/or maintains an approved equal employment opportunity plan (EEOP).
YES	NO	Adequate Financial Accounting System: I certify that the Town of Wilton maintains an adequate financial accounting system that can provide documentation to support all receipts and expenditures and obligations of Federal funds.
YES	NO	Records Retention: I certify that the Town of Wilton will retain all financial records, supporting documents, statistical records, and all other records pertinent to this grant award after receiving notification from the awarding agency that the award has been financially and programmatically closed: September 30, 2017 .
YES	NO	Data Review and Acceptance: I certify that the Town of Wilton has examined the Officer Assignment spreadsheet and concurs that (a) the data are accurate and correct and (b) all financial records, supporting documents and all other records pertinent to police officers assigned to the Newtown mutual aid response, days worked, and hourly rates, etc., will be retained until September 30, 2017 .

Signature of Municipal Official

Print Here	Title Here
Printed Name of Mayor/First Selectman/City or Town Manager or Finance Director	Title
Sign Here	Date Here
Signature of Mayor/First Selectman/City or Town Manager or Finance Director	Date

Statement for January 27, 2014 BOS Meeting

Over the past several weeks, there have been many reports and press articles on various aspects of air quality at Miller Driscoll School. The following comments will provide a short update for the board. I have been in contact with the Superintendent of Schools Gary Richards and the Chairman of the Board of Education Bruce Likly, as well as the Chairman of the Board of Finance, Warren Serenbetz. Earlier this month I attended a meeting with school officials on this matter with Selectman Dick Dubow, who served for twelve years on the BOE. On January 14, 2014 Superintendent Richards issued a statement and on Thursday evening, January 23rd, he advised the Board of Education that more details on air quality testing plans would be communicated this week. Copies of this information are being passed out, which outlines plans that are being pursued to obtain the facts on this important issue involving the health of our students and teachers at the Miller Driscoll School. I will continue to keep the BOS briefed on the progress of the evaluation plans.

Bill Brennan

FINANCE DEPARTMENT
Tel (203) 563-0114
Fax (203) 563-0299



TOWN HALL
238 Danbury Road
Wilton, Connecticut 06897

To: Bill Brennan, First Selectman

From: Sandra L. Dennies, CFO *SLD*

Re: Master Municipal Agreement for Construction Projects – DOT

Attached please find a resolution that the Board of Selectmen should consider at their next meeting authorizing you, William F. Brennan, First Selectman of Wilton, to sign the Agreement entitled "Master Municipal Agreement for Construction Projects."

This agreement is an effort on the part of the State DOT to streamline their process in dealing with municipalities so that individual project agreements which normally take months to address can be minimized by using the standard terms and conditions as provided for in the "boiler plate" language of the Municipal Agreement for Construction Projects, and then introducing specific Project Authorization Letters for individual construction projects. Their hope is that they can reduce the usual construction agreement process to days as opposed to months. This standard contract will be used as the basis upon which all State Construction Projects are configured.

The Department of Transportation has heard the message that they need to act in a more timely manner and this agreement is the beginning of their process to improve their response time in their dealings with municipalities.

This agreement has been reviewed and approved for signature by Town Counsel.

RESOLUTION

RESOLVED, that the Honorable, William F. Brennan, First Selectman, is hereby authorized to sign the Agreement entitled "Master Municipal Agreement for Construction Projects".

ADOPTED BY THE _____ OF

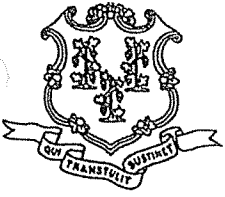
THE TOWN OF WILTON, CONNECTICUT, THIS _____ DAY OF

_____, 20__.

Clerk _____

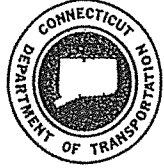
(seal)

Date _____



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546 1ST SELECTMANS OFFICE
NEWINGTON, CONNECTICUT 06131-7546



1ST SELECTMANS OFFICE

Phone:

JUN 06 2013

JUN 06 2013

May 30, 2013

1ST SELECTMANS OFFICE

JUN 06 2013

The Honorable William F. Brennan
First Selectman
Town of Wilton
238 Danbury Road
Wilton, Connecticut 06897

Dear First Selectman Brennan:

Subject: Master Municipal Agreement for Construction Projects

The Connecticut Department of Transportation (Department) is pleased to introduce a new way of doing business with the municipalities of Connecticut. The enclosed Master Municipal Agreement for Construction Projects (MMAC) is the first in a series of agreements that will fundamentally improve how the Department conducts business with its municipal partners by dramatically streamlining the agreement process.

It is anticipated that once an MMAC is executed with your municipality, project specific information and monetary terms will be set forth in a Project Authorization Letter (PAL) issued by the Department to the municipality for individual construction projects. PALs are expected to take only days to execute, as opposed to the numerous months currently required executing individual project agreements.

This ten-year term MMAC covers both municipally advertised construction projects, as well as projects advertised by the Department on behalf of municipalities. Since the requirements differ, depending on who advertises and awards the construction contract, this MMAC is designed to address both scenarios. The MMAC includes standard terms, conditions and contracting "boiler plate" language that should govern all municipal construction projects involving the Department which are undertaken throughout the ten-year term.

Although the Department may not have a construction project in your municipality at this time, execution of this agreement will streamline future project specific business with the Department.

It is my great hope that you will sign the enclosed agreement and join the Department in this new and innovative way of doing business that will improve delivery of Department services to its customers.

Honorable William F. Brennan

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May 30, 2013

Please process the MMAC in accordance with the enclosed instructions and return the agreement, along with your authority to sign, to Mr. Hugh Hayward, Highway Design – Local Roads, at the letterhead address. If you have any questions, please contact Mr. Hugh Hayward at (860) 594-3219.

Very truly yours,



Thomas A. Harley, P.E.

for Chief Engineer
Bureau of Engineering and Construction

Enclosure