

Capital Project Appropriation Request

5/23/2023

FY 22/23

Project: 001345 Harbor Boat Lodge

Agency: 0220 Operations: Engineering

Total Request: \$20,000.00

Part A - Description of Request

Stamford Harbor Feasibility – The Stamford Harbor Management Commission has identified the need for a public boat launch in Stamford Harbor. The project will involve the evaluation of three identified sites based on visual (on-site) reconnaissance and “table-top” evaluations in accordance with the design standards and evaluation criteria and using existing data, and including identification of opportunities and constraints for development of boat launching facilities.

Part B - Appropriation Request Detail

Fund Source	FY 22/23	Capital Forecast						Total
	Amount	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
State Grant	20,000.00	0	0	0	0	0	0	20,000.00
Total	\$20,000.00	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000.00

Part C - Project History

Part D - Approvals

Preparer <i>OPM Dept</i>	Date 05/23/2023	OPM Director/OPM Asst Director  <small>Elda Sinani (May 24, 2023 18:17 EDT)</small>	Date May 24, 2023
Department Head <i>Louis Casolo</i>	Date May 23, 2023	Director of Administration  <small>Sandy Dennies (May 25, 2023 11:24 EDT)</small>	Date May 25, 2023
Director  <small>Matt Quiñones (May 23, 2023 18:52 EDT)</small>	Date May 23, 2023	Mayor <i>Caroline Simmons</i> <small>Caroline Simmons (May 30, 2023 10:43 EDT)</small>	Date May 30, 2023

**ASSISTANCE AGREEMENT BY AND BETWEEN
THE STATE OF CONNECTICUT
ACTING BY THE CONNECTICUT PORT AUTHORITY
AND
CITY OF STAMFORD**

THIS ASSISTANCE AGREEMENT (this “**Agreement**”) is made and entered into as of May __, 2023 by and between the STATE OF CONNECTICUT (the “**State**”), acting herein by the CONNECTICUT PORT AUTHORITY with a place of business at 455 Boston Post Road, Suite 204, Old Saybrook, CT 06475 (“**CPA**”), pursuant to the power to administer State grant-in-aid for the SMALL HARBOR IMPROVEMENT PROJECTS Program (“**SHIPP**”) set forth in Sections 13b-55a through 13b-57 of the General Statutes of Connecticut, as amended from time to time, and collectively with all rules and regulations promulgated thereunder (the “**Act**”), and CITY OF STAMFORD, with a place of business at 888 Washington BLVD., CT 06904-2152 (the “**Grantee**”), acting herein by Mayor Caroline Simmons, its duly authorized officer (each a “**Party**” and collectively, the “**Parties**”).

WITNESSETH THAT:

WHEREAS, pursuant to the Act, the CPA, a body politic and corporate and public instrumentality of the State created to coordinate the development of the State’s ports and harbors and to, among other things, coordinate the planning and funding of capital projects promoting the development of the ports and harbors;

WHEREAS, the governing body of the Grantee has submitted to the CPA a series of documents, including a SHIPP grant application, a certified resolution from the Grantee’s applicable organizational body authorizing the Grantee to submit said application, a work plan, budget, site map and exhibits, if any, and other documents (all, together with this Agreement and all other documents and agreements executed by the Grantee in connection with this Agreement, collectively, the “**Project Documents**”) for a project entitled HARBOR BOAT LAUNCH FEASIBILITY STUDY (the “**Project**”) and has represented to CPA that it can rely upon the information within the Project Documents as accurate and complete; and

WHEREAS, the CPA has determined that funding of the Project is consistent with the Act, and has agreed to provide grant funding to the Grantee for the Project upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises of the Parties hereto, and of the mutual benefits to be gained by the performance thereof, the Parties hereby agree as follows:

ARTICLE I

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE GRANTEE

The Grantee represents, warrants and covenants to the CPA as follows:

1.1 Form of Business Entity. The Grantee is a municipal corporation duly created and validly existing under the laws of the State. Further, the Grantee will preserve and maintain its existence as a municipal corporation duly organized, validly existing, and in good standing under the laws of the State.

1.2 Authorization to Enter Into and Execute Project Documents. The execution and delivery of each of the Project Documents and this Agreement by the Grantee, and the performance of its obligations thereunder, are within its power, have been duly executed and delivered and duly authorized by all necessary action on its part, and are not in contravention of any federal, State, municipal, local, foreign, international or multinational statute, law, ordinance, executive order, regulation, rule, guideline, code, order, injunction, permit, license, authorization, judgment, decree, writ, consent, or other requirement or rule of law (collectively, “**Laws**”) nor in contravention of its organizational documents or governing bylaws, including its charter if applicable, or of the provisions of any indenture, agreement, or undertaking to which it, its principals or employees are parties or by which they are bound. This Agreement and the Project Documents constitute valid and binding obligations of the Grantee, enforceable against the Grantee in accordance with their terms.

1.3 Other Authorization Unnecessary. No consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by the Grantee of the Project Documents. The Grantee agrees that nothing in this Agreement relieves it from any obligation under any Laws to obtain any such license, consent, or approval.

1.4 Existing Suit or Other Actions. There is no action, suit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to the Grantee's knowledge, threatened against or affecting it, which may adversely affect the Project, any of the transactions contemplated by the Project Documents, the validity of the Project Documents, or the Grantee's ability to discharge its obligations under the Project Documents.

1.5 Default of Existing Orders or Instruments. The Grantee is not in default beyond any applicable notice and grace periods with respect to any order of any court, arbitrator, or governmental body which may adversely affect the Project, or any of the transactions contemplated by the Project Documents or the validity of the Project Documents, or the Grantee's ability to discharge its obligations under the Project Documents.

1.6 Event of Default. No Event of Default (as defined in Article VI hereof) has occurred or is continuing, and the Grantee has no knowledge of any currently existing facts or circumstances which, with the passage of time or the giving of notice, or both, would constitute an Event of Default.

1.7 Financial Condition. There has been no material adverse change in the financial condition of the Grantee since the date of application for the Funding that has not been previously disclosed in writing to the CPA. The Grantee has disclosed to CPA all material information relating to the Grantee and the Project Documents.

ARTICLE II

FUNDING

2.1 Funding. The CPA hereby agrees, subject to the terms of the Act and this Agreement, to provide financial assistance in the form a grant to the Grantee for the Project in an amount of up to Twenty Thousand Dollars (\$20,000.00) (the “**Funding**”), to be used only for the direct costs as set forth in the Budget (hereinafter defined). Any amount in excess of the Funding that may be necessary to cover the Project costs set forth in the approved budget shall be the sole responsibility of the Grantee.

2.2 Proposal. The following documents are incorporated in this Agreement by reference, and the Grantee agrees to the terms and conditions thereof and to the extent any conflict exists or arises between or among the Act and any of such incorporated documents, the following order of precedence shall govern: (i) the Act, (ii) the General Grant Conditions (defined in Section 2.2(b) below), (iii) this Agreement (other than the incorporated documents), (iv) the SHIPP Policies and Procedures of the CPA (which may be obtained from the CPA’s website or by contacting the CPA directly), and (v) the grant application documents, including any instructions relating thereto and notifications to the Grantee thereunder (the “**Proposal**”).

(a) Attached hereto as Exhibit A is the Proposal completed by the Grantee and delivered to the CPA by the Grantee, along with the budget as approved by the CPA (the “**Budget**”). The Grantee hereby certifies, subject to the penalty for false statements under Section 53a-157b of the General Statutes of Connecticut, as amended (the “**CGS**”), that all of the information provided by the Grantee in the Proposal, to the best of its knowledge, is true, accurate and complete in all material respects as of the submission date of the Proposal and as of the date of this Agreement.

(b) Attached hereto as Exhibit B are the General Grant Conditions applicable to the award, execution and performance of this Agreement (the “**Grant Conditions**”). For purposes of this Agreement, references in Exhibit B to the “State” shall mean and include the CPA and the State of Connecticut, as applicable; references to the “Contract” or “contract” shall mean and include this Agreement and the other incorporated documents; and references to the “Contractor” or “contractor” shall mean the Grantee.

2.3 Unauthorized Expenditures. The Funding is to be used solely to reimburse or otherwise finance those expenditures made by the Grantee (i) in accordance with the approved Budget; (ii) in accordance with the Act; and (iii) which expenditures do not include Unauthorized Expenditures (as defined below) (collectively, the “**Authorized Expenditures**”). Any unspent Funding shall become immediately due and payable by the Grantee to the CPA within ninety (90) days of substantial completion of the Project or June 30, 2024, whichever is earlier, unless directed otherwise, in writing, by the CPA. As used herein, “**Unauthorized Expenditures**” shall mean any of the following:

- (a) Any costs/expenses not related to the Project;
- (b) Any costs/expenses excluded pursuant to the Proposal (except as otherwise provided in an amendment to this Agreement in accordance with Section 9.9 hereof); and/or
- (c) Any other costs/expenses listed on Exhibit C attached hereto.

ARTICLE III

PAYMENTS

3.1 Funding Payments. The CPA shall make Funding payments, via check, to Grantee as follows:

(a) Prior to the Grantee’s receipt of any Funding payments by the CPA, the Grantee shall provide supporting documentation for all Authorized Expenditures submitted by Grantee to the CPA for reimbursement and certified by Grantee, subject to penalty for false statements pursuant to Section 53a-157 of the CGS, that all of such information and documentation provided by Grantee in the Certified Invoice documentation, to the best of its knowledge, is true, accurate and complete in all material respects (the “**Certified Invoice Documentation**”). Certified Invoice Documentation shall include, but not be limited to: updated project schedule(s), project narrative report(s), project budget reports and information (i.e., budget narrative, progress report, financial report, Grantee’s affirmative action plan and reasonable supporting documentation to evidence the Authorized Expenditures).

(b) Upon the Grantee’s submission of Certified Invoice Documentation to the CPA for Authorized Expenditures, CPA shall, pursuant to the provisions of the Agreement, remit payment to the Grantee for the Authorized Expenditures; provided however, in no event shall the aggregate of such reimbursements exceed the Funding. CPA shall remit such payments for Authorized Expenditures as determined by the CPA in its sole and absolute discretion. Any Authorized Expenditures reimbursements requested by the Grantee shall not be paid by the CPA, unless and until complete and timely Certified Invoice Documentation is received from Grantee and approved by the CPA.

(c) Notwithstanding the foregoing: (i) the Grantee shall not be entitled to, and the CPA shall not be obligated to deliver the Funding unless and until (A) all conditions precedent to the grant have been satisfied including without limitations, the Grant Conditions, (B) the CPA has completed any necessary review or examination relating to the Project deemed necessary or appropriate by the CPA, in its sole and absolute discretion, and (C) any and all reports, documents and other deliverables due to the CPA have been completed in full, executed as applicable, and delivered by the Grantee to the CPA and reviewed and accepted by the CPA; and the Funding shall be delayed until such time as all such conditions set forth in the foregoing clauses (A), (B) and (C) are met; and (ii) no Event of Default exists or is continuing, and no event or condition exists and is continuing which, with due notice or lapse of time or both, would constitute an Event of Default.

ARTICLE IV

BUDGET AND PROJECT REVISIONS

4.1 Budget and Project Revisions. Grantee shall not make material revisions to the Budget and/or Project without the prior written approval from the CPA, such approval to be given in the CPA's sole and absolute discretion. Material revisions to the Budget and/or the Project include without limitation: (i) a transfer of responsibility for a material portion of the Project; (ii) a material change in objective or scope of the Project; (iii) a material reallocation of any portion of any costs/expenses line item in the approved Budget; and (iv) any material reductions in the funding provided to the Project by any funding sources other than the CPA, if the CPA approved any Budget and/or Proposal that included such other funding sources as an element thereof. Approval by the CPA of any revised Budget shall not constitute or imply a revision of the amount of the Funding.

ARTICLE V

RECORDS AND INSPECTION

5.1 Records. The Grantee shall maintain records in a complete, businesslike manner, including without limitation full, accurate, complete and current minutes and records of the Project in compliance with all Laws or as otherwise reasonably required by the CPA. The Grantee shall furnish to the CPA or its designee, at such times as the CPA shall determine, any document, data, and information relating to the Project in possession of the Grantee which is requested by the CPA. The CPA or its designee, shall, for the purpose of determining the proper disposition of the Funding, have the right at any time during normal business hours to make inspections, relating to the Project, of the minutes, records, books, files, documents, payrolls, employment contracts and conditions, contracts, and any other papers or electronic records of the Grantee, or to make inspection of any physical location of the Grantee. The Grantee shall aid and cooperate with any and all such inspections.

5.2 Inspections and Audits. If any such inspections or audits reveal the use of the Funding for any Unauthorized Expenditures, in addition to all other rights and remedies of the CPA, the Grantee shall immediately reimburse the CPA for any such portion of the Funding used for Unauthorized Expenditures unless directed otherwise in writing by the CPA. The CPA's inspection rights hereunder and the audit rights set forth on Exhibit B hereto, shall continue during and after the completion of the Project for a period of three (3) years (or such longer period as required by Laws applicable to the CPA), and shall be in addition to any audit and inspection rights of the CPA granted under any other provision of Laws or specifically set forth in any of the Project Documents. In accordance with CGS § 7-396a, the Connecticut Auditors of Public Accounts shall have access to all records and accounts of the Grantee for the fiscal year(s) in which Funding is provided.

ARTICLE VI

DEFAULT

6.1 Events of Default. The occurrence of any of the following events shall constitute a default under this Agreement (an “**Event of Default**”):

(a) Breach of Agreement. Any failure by the Grantee to perform any covenant, agreement, act, duty, obligation or other agreement contained herein, or in any other Project Document, or any failure by the Grantee to forebear from any unpermitted act, or the Grantee’s abandonment or termination of the Project, or action taken by the Grantee such that abandonment or termination of the Project is imminent;

(b) Misrepresentation. Any breach of any representation or warranty made by the Grantee or caused to be made for the Grantee in any of the Project Documents;

(c) Receivership or Bankruptcy. If the Grantee shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (ii) be unable or admit in writing its inability to pay its debts as they mature; (iii) file or permit the filing of any petition or reorganization or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankrupt, or make an assignment for the benefit of creditors or consent to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties; or (iv) any action shall be taken by Grantee for the purpose of effecting any of the foregoing;

(d) Lack of Adequate Security. If the CPA, at any time and acting in a commercially reasonable manner, deems itself to be insecure, such will constitute an Event of Default. For the purposes of this Agreement, the CPA shall be entitled to deem itself insecure when some event occurs, fails to occur or is threatened or some objective condition exists or is threatened which materially impairs the Project, including, but not limited to, the actual or threatened waste, removal, or demolition of, or material alteration to, any significant part of the Project;

(e) Violation of Terms in Other Project Documents. The occurrence of an Event of Default or breach by the Grantee of any of the terms or provisions under this Agreement or any of the Project Documents; and

(f) Violation of Laws. The Grantee’s failure to comply with all applicable Laws in the administration of this Agreement and the failure of the Grantee to perform any covenant or agreement of Grantee in the Project Documents.

6.2 Notice of Default. If the Grantee defaults or shall commit or allow any breach of the Grantee's covenants, agreements and other obligations under this Agreement, material or otherwise, including, without limitation, an Event of Default, hereunder, the CPA shall notify the Grantee of the default in writing (“**Notice of Default**”) in accordance with Section 9.12 hereof.

6.3 Opportunity to Cure. Upon the occurrence of an Event of Default, the CPA may, in its sole and absolute discretion, provide the Grantee thirty (30) days after the Notice of Default, or such longer period of time as the CPA determines and sets forth in writing, to cure or remedy the default or breach. Said cure or remedy shall not be effective unless accepted, in writing, by the CPA in the CPA’s sole and absolute discretion.

ARTICLE VII

REMEDIES

7.1 Remedies. Upon the occurrence of an Event of Default, the CPA, shall have, to the full extent permitted by applicable Laws, each and all of the following remedies in addition to those provided for in other portions of this Agreement:

(a) To suspend all further payments to the Grantee until such Event of Default is cured to the sole and absolute satisfaction of the CPA;

(b) To enforce the performance or observance of any obligations, agreements, or covenants of the Grantee in this Agreement or any of the Project Documents;

(c) To declare the entire amount of the Funding to be immediately due and payable and to bring any and all actions at law or in equity as may be necessary to enforce said obligation of repayment. In such Event of Default, the Grantee hereby agrees to repay immediately to the CPA the entire amount of the Funding received, together with liquidated damages equal to five percent (5%) of the total amount of the Funding received;

(d) The right to a writ of mandamus, injunction or similar relief against the Grantee due to such Event of Default or breach;

(e) The right to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any Event of Default; and

(f) The Grantee agrees that all expenditures incurred by the CPA under the Project Documents are other than principal, and the principal of this Agreement after maturity or acceleration or upon an Event of Default or after a judgment hereon, shall bear interest at the rate of fifteen percent (15%) per annum, or such maximum rate as permitted by Laws, from the date of demand, acceleration, default or judgment as applicable.

7.2 The CPA may collect costs and expenses including without limitation reasonable attorney fees associated with collection efforts relating to this Agreement.

ARTICLE VIII

INDEMNIFICATION

8.1 Indemnity by Grantee. The Grantee agrees, to the extent allowed by applicable Laws, to indemnify each of the CPA and the State (and any agency, quasi-public agency and department thereof) and their respective officers, officials, directors, employees, agents and affiliates (collectively, the "**Indemnified Parties**") against, and defend and hold each of the Indemnified Parties, harmless from any liability, claim, complaint, demand, cause of action, audit, investigation, hearing, action, suit or other proceeding asserted or initiated or otherwise existing in respect of any matter, obligation, loss, cost, damage, penalty, fine or expense (including attorneys' fees) (collectively, "Claims") resulting from, relating to or constituting:

(a) the performance by the Grantee of the Project;

(b) any breach by the Grantee of the terms and provisions of this Agreement or the other Project Documents;

(c) any accidents, injuries (including death), or damage of any kind which are caused, or claimed to be caused, by the Grantee with respect to the Project;

(d) the failure to perform any covenant or agreement of Grantee contained in this Agreement or any of the other Project Documents and all other related agreements, instruments and/or certificates executed by the Grantee in connection with the Funding;

(e) all violations by the Grantee of any Laws or any failure by the Grantee to comply with any Laws or requirements of insurance policies;

(f) any infringement of patents or other intellectual property rights, or the improper use of other proprietary or intellectual property rights, which may occur in connection with the Project;

(g) any hazardous substances created, generated, released or disposed of in connection with the Project; and

(h) any other matter related to any acts or omissions of Grantee with respect to the Project or the Project Documents.

8.2 Survival. The rights and obligations of the Parties hereto pursuant to this Agreement shall survive the termination of this Agreement for the applicable statute of limitations.

8.3 Cooperation. Each of the Grantee and the CPA agrees to reasonably cooperate and to cause their respective employees and agents to reasonably cooperate with the other in the defense of any Claims.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Nondiscrimination Certification. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of CGS, the Grantee, for itself and its authorized signatory of this Agreement, affirms that it understands the obligations of the sections and that it will maintain a policy for the duration of the Agreement to assure that the Agreement will be performed in compliance with the nondiscrimination requirements of such sections. The Grantee and its authorized signatory of this Agreement demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the Grantee understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box: .

9.2 State Ethics Laws Summary. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the CPA has provided to the Grantee the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement; (b) the Grantee represents that the chief executive officer or authorized signatory of the Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of State ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Grantee shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Agreement; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

9.3 Waiver. No waiver by CPA with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affected in any way any rights arising by virtue of any prior or subsequent such occurrence.

9.4 Severance. If any court shall hold a provision or provisions of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected.

9.5 Counterparts. This Agreement may be executed in multiple counterparts (including those delivered by facsimile or other electronic means), each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9.6 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State, without regard to any choice or conflict of law provisions or rule that would require the application of laws of this State or any other state.

9.7 Venue. EACH PARTY HEREBY CONSENTS TO THE SOLE AND EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (a) ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT; (b) ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM; (c) THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE RELATING TO THIS AGREEMENT AND (d) AGREES NOT TO BRING ANY SUCH ACTION OR PROCEEDING IN ANY OTHER COURT.

9.8 Agreement. This Agreement, the Proposal (including without limitation the Budget), the Grant Conditions, and any document, certificate, report or agreement furnished or executed in connection herewith or therewith (and any supplement/amendment hereto or thereto), together with the exhibits and schedules hereto and thereto, embody the entire agreement and understanding among the Parties, and supersede all prior oral or written agreements and understandings relating to the subject matter hereof.

9.9 Modification. This Agreement may not be changed, modified or discharged orally, nor may any waivers or consents be given orally hereunder, and every such change, modification, discharge, waiver or consent shall be in writing and signed by the Party against which enforcement thereof is sought. No such waiver, modification or amendment shall extend to or affect any obligation not expressly waived, modified or amended.

9.10 Assignment. This Agreement and any of the documents related hereto and the rights, duties, or obligations thereunder may not be assigned by the Grantee without the prior written consent of the CPA, which consent may be withheld in the CPA's sole and absolute discretion. Any assignment made without the written consent of the CPA shall be null and void. The State (and each agency, quasi-public agency and department thereof) shall be third party beneficiaries of this Agreement with the rights attendant thereto (including the right of enforcement and pursuit of remedies). The CPA may assign its rights and obligations at its sole discretion, including, without limitation, to: (a) any governmental or quasi-governmental agency of the State, governmental unit of the State or one or more statutorily created entity of the State; (b) (i) any corporation, limited liability company, partnership or other entity controlled by the CPA or (ii) any other person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the CPA created for the purpose of managing and/or making investments in, and/or awarding grants or extending loans; or (c) any successor or replacement agency of the State (or other entity) for the CPA.

9.11 Gender, Number, and Captions. Under this Agreement, unless a clear intention appears otherwise: (a) the singular number includes the plural number and vice versa; (b) reference to any gender includes each other gender; (c) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (d) reference to any law means such law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder; (e) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular section or other provision hereof; (f) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; (g) "or" is used in the inclusive sense of "and/or"; (h) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto; (i) references to "person" or "persons" means an individual, corporation, limited liability company, partnership, trust, joint venture or other legal entity; (j) article and section headings herein are for convenience only and shall not affect the construction hereof; and (k) section references shall be deemed to refer to all subsections thereof, unless otherwise expressly indicated.

9.12 Commission on Human Rights and Opportunities (CHRO)

Grantee must reach out to the HRO Representative for the State of Connecticut. Contact Mr. Jim Murray at 860-541-3401 or james.murray@ct.gov.

Grantee understands its obligations, initial his/her affirmation in the following box: .

9.13 Notice. All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing, and delivery shall be deemed sufficient in all respects and to have been duly given as follows: (i) on the date of service, if delivered personally; (ii) at the time of receipt of confirmation by the transmitting Party, if by facsimile transmission; or (iii) on the day after delivery to a nationally recognized overnight courier service during its business hours or the Express Mail service maintained by the United States Postal Service during its business hours for overnight delivery against receipt, and properly addressed as set forth in this Section:

If to Grantee, to:

City of Stamford
888 Washington Boulevard
Stamford, Connecticut 06904-2152
ATTN: Mayor Caroline Simmons

With a copy to:

ENTITY:
ADDRESS:

ATTN:
Email:

If to CPA, to:

Connecticut Port Authority
455 Boston Post Road, Suite 204
Old Saybrook, CT 06475
ATTN: Joseph Salvatore
Email: joseph.salvatore@ct.gov

With a copy to:

Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103
ATTN: Glenn A. Santoro, Esq.

Any Party may change its address or other contact information for notice by giving notice to each other Party in accordance with the terms of this Section.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized representatives, this Agreement as of the date first set forth above.

CITY OF STAMFORD

By: _____ Date: _____
Name: Caroline Simmons
Title: Mayor

CONNECTICUT PORT AUTHORITY

By: _____ Date: _____
Name: Ulysses B. Hammond
Title: Executive Director

EXHIBIT A
(Budget)

EXHIBIT B

**CONNECTICUT PORT AUTHORITY
SMALL HARBOR IMPROVEMENT PROJECTS PROGRAM
455 BOSTON POST ROAD, SUITE 204
OLD SAYBROOK, CT 06475**

GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The Grantee agrees to expend the grant funds (the “Grant”) awarded pursuant to the Agreement for allowable purposes only and to comply with all of the terms and conditions of the Grant and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Connecticut Port Authority (CPA), 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 insure sound fiscal control, effective management, and efficient use of Grant funds. The Grantee shall establish fiscal control and accounting procedures to insure 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 CPA at all times, and Grantee shall furnish all information concerning the services. CPA 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 sub-grantees pertaining to work performed under the Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. CPA or its representatives shall give the Grantee or its subcontractors or sub-grantees at least twenty-four (24) hours’ notice of such intended examination. At CPA's request, the Grantee or subcontractors or sub-grantees shall provide CPA with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or sub-grantee which pertains to CPA's business under the Agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under the 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 CPA 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 sub-grantee under the Agreement shall retain and maintain accurate records and documents relating to performance of services under the Agreement for a minimum of three (3) years from the expiration of the subcontract or sub-grant and shall make them available for inspection and audit by CPA or its representative. The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or sub-grantee providing services under the 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” CPA and the State of Connecticut (the “State”) from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with CPA 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 sub-grant 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 sub-grant or when the individual employee is related to any of the foregoing persons.

SECTION 6: Reports.

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

SECTION 7: Funding Limitation.

Funding of this project in no way obligates CPA to fund the project in excess of the Grant funds awarded, 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 CPA a revised budget and budget narrative equal to and in the same distribution as the Grant awarded not later than thirty (30) days after signing of the grant. Cash requests shall be withheld until the revision is received and approved by the CPA in the CPA's sole and absolute discretion.

SECTION 9: Audits.

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to CPA 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, §§ 4-230 through 4-236, as amended, of the General Statutes of Connecticut (the "General Statutes"), the Grantee is required to submit a State Single Audit Report to CPA. 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 CPA 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 CPA 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 A133. 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 CPA no later than sixty (60) days following closeout of the grant.

SECTION 11: Nondiscrimination and Affirmative Action.

11.1 The Grantee agrees to comply with each provision of General Statutes §§ 4a-60, 4a-60a, 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities (CHRO) pursuant to General Statutes §§ 46a-56, 46a-68e, 46a-68f, and 46a-86, related to affirmative action and nondiscrimination provisions in contracts, compliance, and reporting.

11.2 In accordance with General Statutes § 4a-60(a)(1), the Grantee agrees and warrants that in the performance of the Grant such Grantee shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State.

11.3 In accordance with General Statutes § 4a-60(a)(1), 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.4 In accordance with General Statutes § 4a-60(a)(2), the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by CHRO.

11.5 In accordance with General Statutes § 4a-60a(a)(1), the Grantee agrees and warrants that in the performance of the Grant such Grantee shall 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, and that employees are treated when employed without regard to their sexual orientation.

11.6 In accordance with General Statutes §§ 4a-60(a)(3) and 4a-60a(a)(2), the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by CHRO advising the labor union or workers' representative of the Grantee's commitments, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.7 In accordance with General Statutes §§ 4a-60(a)(5) and 4a-60a(a)(4), the Grantee agrees to provide CHRO with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and General Statutes § 46a-56.

11.8 In accordance with General Statutes § 4a-60(b), if the Grant is a public works contract, the Grantee agrees and warrants that the Grantee shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts, pursuant to General Statutes §§ 4a-60(f) and 4a-60(g), respectively. For the purposes of this document, "Public Works Contract" is defined in accordance with General Statutes § 46a-68b; and "Minority Business Enterprise" is defined in accordance with General Statutes § 4a-60(e).

11.9 In accordance with §§ 4a-60(h) and 4a-60a(c), the Grantee shall include the provisions of subsections 11.1 to 11.8 inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of CHRO. The Grantee shall take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with 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 CHRO regarding a state contract, the Grantee may request the State to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

11.10 For the purposes of this entire Nondiscrimination section, "Grant" includes any extension or modification of the Grant, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the State, 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 municipalities, (2) a quasi-public agency, as defined in General Statutes § 1-120, (3) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, state or government described in subdivision (1), (2), (3), (4) or (5) of this subsection.

SECTION 12: Executive Orders.

The Agreement to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Grantee's request, the CPA shall provide a copy of these orders to the Grantee. The Agreement may be canceled, terminated or suspended by the State or State Labor Commissioner for violation of or noncompliance with said Executive Orders or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to the Agreement.

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 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, shall render the Grant voidable at the option of CPA upon notice to the Grantee. The Grantee warrants that it shall hold CPA or the State harmless from any liability, which may be imposed upon CPA 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 the 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 shall notify CPA 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 sub-grantees shall 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 shall 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 shall 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. CPA 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 any additional federal conditions which have been issued by the federal grantor agency to the State and hereby made a part of this Grant.

SECTION 18: Indemnification.

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

SECTION 19: Large State Contracts.

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

19.2 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, promulgated July 1, 2021, the Grantee, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents: (1) That no gifts were made by (A) the Grantee, (B) any principals and key personnel of the Grantee, who participate substantially in preparing bids, proposals or negotiating CPA contracts, or (C) any agent of the Grantee or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating CPA contracts, to (i) any public official or employee of the CPA soliciting bids or proposals for CPA contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for CPA contracts or the negotiation or award of CPA contracts, or (ii) any public official or CPA employee, who has supervisory or appointing authority over such State agency or quasi-public agency; (2) That no such principals and key personnel of the Grantee, or agent of the Grantee or of such principals and key personnel, knows of any action by the Grantee to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or CPPA employee; and (3) That the Grantee is submitting bids or proposals without fraud or collusion with any person.

SECTION 20: State Contracting Standards Board.

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

20.2 Pursuant to Connecticut General Statute §4e-7 the Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for CPA's consideration and final CPA determination, termination of this Grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the General Statutes) or 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: Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000.

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with Grant funds awarded pursuant to the Agreement, shall adhere to the requirements of General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with General Statutes § 4a-60g(a)(14), and "Quasi Public Agency Project" is defined in accordance with General Statutes § 4a-60g(a)(15).

SECTION 22: Whistleblower Protection.

The Agreement is subject to the provisions of Section 4-61dd of the General Statutes. In accordance with therewith, if an officer, employee or appointing authority of the contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The CPA may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in such statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

SECTION 23: Campaign Contribution and Solicitation Prohibitions.

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

SECTION 24: Nondiscrimination Certification.

Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Grantee, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Agreement to assure that the Agreement will be performed in compliance with the nondiscrimination requirements of such sections. The Grantee and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box: • .

SECTION 25: 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 26: Iran Certification.

26.1 Pursuant to section 4-252a of the Connecticut General Statutes, the Grantee certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

26.2 If the Grantee makes a good faith effort to determine whether it has made an investment described in 26.1, it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Grantee is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the CPA to pursue a breach of contract action for any violation of the provisions of the Agreement.

SECTION 27: Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Grantee represents that it has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting

agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

SECTION 28: 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, 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 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. The Grantee waives any objection which it may now have or shall 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 29: Special Grant Conditions.

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

EXHIBIT C
(Other Costs/Expenses)