October 2012
CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
FINANCIAL REPORT AND CASH FLOW STATEMENT

REVENUES	Budget	Current Month	Year To Date	Balance	% Received
Municipal Contributions	91,500	0	71,496	20,004	78.14%
Transportation Planning Grant	728,318	38,417	146,642	581,676	20.13%
Paratransit Admin./Contractor	1,665,069	146,733	594,254	1,070,815	35.69%
Paratransit System Advertising	2,000	0	1,900	100	95.00%
SGIA	12,541	0	12,517	24	99.81%
R5EPT	3,000	232	775	2,225	25.83%
CEDS-Municipality	20,000	0	13,083	6,917	65.42%
Pequabuck River Dam	82,250	0	0	82,250	0.00%
CERT Administrative	8,000	7,903	7,903	97	98.79%
Sustainable Communities	15,000	0	0	15,000	0.00%
DEEP - Urban Forestry	8,000	0	0	8,000	0.00%
Miscellaneous Revenues	1,000	30	274	726	27.40%
Budgeted Revenues	2,636,678	193,315	848,844	1,787,834	
33.00 % completed					

EXPENDITURES	Budget	Current Month	Year To Date	Balance	% Used
Salaries/Payroll Taxes/Workers Comp.	593,342	37,516	161,886	431,456	27.28%
Retirement/Administration	18,533	1,069	3,618	14,915	19.52%
Health/Life & STD Insurance	156,101	7,659	30,542	125,559	19.57%
Directors & Officers/Liability/Bonding Ins.	7,000	0	5,739	1,261	81.99%
Accounting/Legal	17,500	0	52	17,448	0.30%
Paratransit Contractor	1,545,069	136,924	550,860	994,209	35.65%
Equipment Service Contracts/Maintenance	5,000	0	107	4,893	2.14%
Equipment/Software Purchases	30,300	6,830	8,222	22,078	27.14%
Rent	30,180	2,515	10,060	20,120	33.33%
Office Cleaning	5,200	250	1,571	3,629	30.21%
Telephone/Postage	4,500	498	1,448	3,052	32.18%
Supplies	3,800	48	527	3,273	13.87%
Training/Workshops/Seminars/Conf.	18,000	869	2,564	15,436	14.24%
Travel in State/Meetings/Forums	20,000	1,093	3,594	16,406	17.97%
Dues/Subscriptions	11,446	202	4,123	7,323	36.02%
Publications	400	0	0	400	0.00%
CPC Referral Consultant	2,000	0	0	2,000	0.00%
Advertising	3,000	59	59	2,941	1.97%
Special Projects/Consultants	75,132	0	0	75,132	0.00%
Pequabuck River Dam	82,250	0	5,782	76,468	7.03%
Miscellaneous Expenditures	7,925	864	1,831	6,094	23.10%
Budgeted Expenses	2,636,678	196,396	792,585	1,844,093	

CASH ON HAND					
Checking Acct. Balance - BOA				153,236	
CT State Treas.Short-Term Investment Fund				4,161	
Money Market - BOA				139,993	
CD - Thomaston Savings Bank				101,009	
CD - Webster Savings Bank				49,789	
	TOTAL CASH ON HAND			448,188	

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
225 N MAIN STREET, SUITE 304, BRISTOL CT 06010 • WWW.CCRPA.ORG • 860.589.7820(P) • 860.589.6950(F)

MEMORANDUM

TO: Program, Finance and Personnel Committee
FROM: Carl J. Stephani, Executive Director

DATE: November 28, 2012

FOR AGENDA: December 6, 2012

SUBJECT: FY2011-2012 Annual Audit

A copy of the FY2011-2012 Annual Audit Report will be posted on the web site for your review early next week. Mr. Mike Maletta, our Auditor, will be available at next Thursday's Holiday Dinner Meeting to respond to questions you might have about the report, which finds the Agency's financial position, procedures and accounting to be in good order.

On that basis, it is my
RECOMMENDATION
that your Committee
Recommend that the Agency Board accept the FY2011-2012 Annual Audit as presented.

cc: Agency Board

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
Serving Berlin, Bristol, Burlington, New Britain, Plainville, Plymouth, and Southington
225 North Main Street, Suite 304, Bristol, CT 06010-4993 · tel/fax: 860-589-7820 · http://ccrpa.org

MEMORANDUM

TO: PFP
FROM: Francis R. Pickering, Deputy Director
DATE: November 27, 2012

SUBJECT: DEEP America the Beautiful Grant, Personal Service Agreement

In 2011, CCRPA was awarded an America the Beautiful grant through the Connecticut Department of Energy and Environmental Protection's (DEEP) urban forestry program for the project entitled "Greening the air: urban tree canopy assessment and enhancement for better air quality in New Britain." On March 1st, the Board voted to approve DEEP's Personal Services Agreement and a resolution authorizing the Executive Director to draw grant funds and carry out the project.

Delivery of the project and completion of the grant was initially scheduled for the end of December. Due circumstances beyond Agency control, CCRPA could not begin work on this project until several months after it had planned. This has had the effect of pushing back completion of the project.

To complete the project, CCRPA has requested a six-month extension. DEEP has approved the request but requires the execution of a new Personal Service Agreement and Certified Resolution. Copies of both documents are attached.

Extension of the grant will enable Agency staff to complete the project; without this extension, work on the project cannot continue.

On that basis, it is my

RECOMMENDATION

that your Board:

Authorize the Executive Director to sign the attached Personal Service Agreement and execute Resolution 20121206A.

CC: Agency Board
ATTACHMENT(S): Personal Service Agreement 2012-12251, Resolution No. 20121206A

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Resolution No. 20121206A

DEEP America the Beautiful Grant, Personal Service Agreement

I, Jennifer Bartiss-Earley, Secretary of the Central Connecticut Regional Planning Agency, a regional planning agency organized and existing under the laws of the State of Connecticut ("the Agency") do hereby certify and that the following is a true and correct copy of a resolution duly adopted at a meeting of the Agency Board of the Central Connecticut Regional Planning Agency duly held and convened on December 6, 2012, at which meeting a duly constituted quorum of the Agency Board was present and acting throughout and that such resolution has not been modified, rescinded, or revoked and is at present in full force and effect.

RESOLVED: That Carl J. Stephani, the Executive Director of the Central Connecticut Regional Planning Agency, is empowered and authorized to execute and deliver in the name and on behalf of this Agency a certain contract with the State of Connecticut, Department of Energy and Environmental Protection, and to affix the corporate seal. Carl J. Stephani currently holds the office of Executive Director of the Central Connecticut Regional Planning Agency and has held that office since November 13, 2000.

IT WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Agency this sixth day of December, 2012.

Secretary, Central Connecticut Regional Planning Agency

PERSONAL SERVICE AGREEMENT / GRANT / CONTRACT
Rev. 12/22/11 (DEEP Electronic Format)

America the Beautiful Urban Forestry Grant
Greening the Air: Urban Tree Canopy Assessment

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

CHECK ONE:
☒ GRANT
☐ PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ☐ ORIGINAL
☒ AMENDMENT

(2) IDENTIFICATION #s.
P.S. 2012-12251
P.O. 36352

CONTRACTOR

(3) CONTRACTOR NAME
Central Connecticut Regional Planning Agency

(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO

CONTRACTOR ADDRESS
225 North Main Street, Suite 304, Bristol, CT 06010-4993

CONTRACTOR FEIN/SSN
06-0837172

STATE AGENCY

(5) AGENCY NAME AND ADDRESS
DEEP - Forestry, 79 Elm Street, Hartford, CT 06106-5127

(6) Dept No.

CONTRACT PERIOD

(7) DATE (*FROM*) May 21, 2012
THROUGH (*TO*) June 15, 2013

(8) INDICATE
☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. _____ ☒ NEITHER

COMPLETE DESCRIPTION OF SERVICE

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

Contract PSA # 2012-12251 dated May 21, 2012 is hereby amended as follows:

The contract is extended by six months to change the end date of the contract to from December 15, 2012 to June 15, 2013. All other provisions remain in effect.

COST AND SCHEDULE OF PAYMENTS

(10)PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of 1 page numbered B-1).

Total Payments Not to Exceed the Maximum Amount of $8,000.00

(11) OBLIGATED AMOUNT
$8,000.00

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Age ncy CF 2	(22) Account
$8,000.00	DEP44165	12060	22052	65099	DEPA00002011204	155066	2013			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) **STATUTORY AUTHORITY** CGS Sec. 22a-6(a)(2) as amended 16 USC 2101-2114 Sec. 10(b)(3) CGS Sec. 7-148(c) as amended (mun. auth.)	
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Deputy Commissioner	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE:_____ DATE:_____

1. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

2. Indemnification.

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

(d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

(f)The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party

(g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

3. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

4. Definitions:

a. State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.

b. Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.

c. Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.

d. Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."

e. Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.

f. Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars ($3,000.00), by the authorized representative of the state Attorney General's office.

g. Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

h. Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

i. Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

j. Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost,

stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

5. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
6. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
7. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
8. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
9. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
10. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outline in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
11. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.
12. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars ($1,000.00) or more per unit be approved by the Commissioner before acquisition.
13. State Audit (for grants only). The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request
14. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
15. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
16. Sovereign Immunity. The Parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section of this Contract, this section shall govern.
17. Termination.
    (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
    (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
    (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a

written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

(d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

(e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.

(f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

(g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no Party shall have any further rights or obligations to any other Party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

18. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.

19. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

20. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.

21. Forum and Choice of Law. The Parties deem the Contract 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 Contract 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 Contractor 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.

22. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

23. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

24. Confidential Information of the Contractor. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA

exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

25. Protection of State Confidential Information.
    a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
    b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
        1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
        2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
        3) A process for reviewing policies and security measures at least annually;
        4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
        5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
    c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
    d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
    e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
26. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
27. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
28. Non-Federal Match Documentation: The value of in-kind services and direct funding used by the Grantee shall be at least equivalent to 50% of the total cost of this grant. This direct funding shall be apart from this grant and not from federal sources

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MEMORANDUM

TO: PFP
FROM: Francis R. Pickering, Deputy Director
DATE: November 12, 2012

FOR AGENDA: December 6, 2012

SUBJECT: Authorization to purchase of high-resolution digital orthophotography

In late 2011, the Agency applied and was awarded an $8,000 America the Beautiful grant from the Connecticut Department of Energy and Environmental Protection to conduct an urban tree canopy assessment for the City of New Britain. This project, which has been underway since the summer, includes an assessment of the existing tree cover in the city as well as the development of an implementation plan to enhance and expand it over the long term.

As a condition of the grant, and presented to and approved by the Board on March 1, 2012, the Agency has committed to matching the $8,000 award on a dollar-for-dollar basis with SGIA funds, for a total of $16,000. To date, the Agency has spent approximately $10,000 in staff time on the project.

Staff has concluded its draft analysis of New Britain's tree cover and is currently working on creating the implementation plan. For development of this plan, a database of tree locations in the city is needed. Due to poor clarity in existing imagery (satellite photos are too blurry), Agency staff would have to visit the city and conduct a manual inventory on foot.

However, high-resolution aerial imagery would allow staff to conduct an inventory from the office, saving time and travel. Production of such imagery generally requires two steps: data collection and processing. Collection involves flying a camera-equipped plane over the location of interest, making this an expensive proposition (ca. $25,000 for a municipality).

While researching this option, staff learnt that, through other projects, high-resolution imagery of New Britain had already been captured in 2009, though not yet processed into a usable form. This greatly reduces the cost of acquiring such imagery. A cost of $2,499 to process and supply the imagery was quoted by the consultant who collected the data, WSP SELLS.

This quote makes it more cost-effective for CCRPA to conduct and inventory by computer than to send staff into the field to collect data manually. Acquisition of high-resolution imagery for New

Britain would facilitate the project, accelerating its completion and making more efficient use of Agency resources.

While the imagery will support a variety of activities undertaken by the Agency and the City, it is primarily intended to serve the America the Beautiful project. (CCRPA will provide digital copies to City planning and public works/engineering should purchase be approved.) As part of this project, WSP SELLS will also provide CCRPA with orthophotography for Berlin, Bristol, and Plainville.

There is adequate funding in the Special Projects/Consultants budget line to cover this cost. Approval of this purchase is being brought to you because of the $1,500 limit on purchases made by staff.

On that basis, it is my

RECOMMENDATION

that your Board:

Authorize the Executive Director to pay WSP SELLS up to $2,499 to acquire high-resolution digital orthophotography for the City of New Britain

ATTACHMENT(S):

CC: Agency Board

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MEMORANDUM

TO: Program, Finance and Personnel Committee
FROM: Carl J. Stephani, Executive Director

DATE: November 1, 2012

FOR AGENDA: December 6, 2012

SUBJECT: Recommendation to the Agency Board: Board Policy #6: Classification Descriptions

On the basis of a recommendation from our Labor Attorney, Kainen, Escalera & McHale, P.C., at your November 1st meeting you recommended that the Agency Board Adopt a new Employee Handbook. The new Handbook replaces the previously used Personnel Policy, and does not include Classification Descriptions for the various job classifications used for employees. It is useful to have all job classifications codified so that they can easily be accessed. On that basis, it is my

RECOMMENDATION

that your Committee

Recommend that the Agency Board adopt the attached Board Policy #6: Classification Descriptions to codify the set of descriptions that are currently in effect.

Discussion

As in the past, this Policy would be subject to revision as the Agency's workload shifts from one emphasis to another. Board Policies can be revised at any Board meeting by a simple majority vote.

cc: Agency Board

Attachment(s): Proposed Board Policy #6: Classification Descriptions

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BOARD POLICY

SUBJECT: Classification Descriptions **NUMBER:** 6

BACKGROUND: Over the history of the Agency copies of active Board-approved job classification descriptions have been kept in a variety of ways. Sometimes they have simply been retained as copies of attachments to Board memoranda individually, but for the past decade or so they have been appended to the Agency's Personnel Policy. On November 1, 2012, at the recommendation of its Labor Attorneys at Kainen, Escalera & McHale, P.C., the Agency Board replaced its Personnel Policy in favor of an Employee Handbook. Also at the recommendation of the Agency's Labor Attorneys, the Agency's Employee Handbook does not contain any classification descriptions. It is convenient to have a single place to refer to when attempting to locate the Agency's active, Board-approved classification descriptions.

POLICY: Whenever a new job classification description is approved by the Board, it will be amended as an attachment into this Policy; when job classification descriptions are withdrawn from use, they will be removed as an attachment from this Policy; and, except for temporary positions, only classification descriptions attached to, or amended as an attachment into this Policy will be available for use. These classification descriptions are written to reflect the general duties and responsibilities of each position, and are not intended to limit the responsibilities of any job to those specifically listed.

DATE ESTABLISHED/REVISED: 12/06/12 CHAIRPERSON INITIALS:

POSITION DESCRIPTION
TITLE: Executive Director

Minimum Knowledge/Qualifications:

Masters degree from an accredited college in city or regional planning plus eight or more years of increasingly responsible experience, or a masters degree in a closely related field and ten or more years of similar experience; or, other combinations of education and experience which may be judged equivalent by the Agency Board

General Duties:

- Serves as the chief administrator of the Agency and has responsibility for implementing the policies of the Agency and its Committees
- Overall planning, direction, office management and administration and coordination of the Agency's staff
- Serves as the Agency's primary communication liaison with all levels of government, the private sector, and serves as its chief spokesperson with the media
- Coordinates Agency operations with municipal, state, and other agencies
- Advertises for applicants, screens, and hires new employees
- Conducts or supervises all personnel matters, including staff appointments, evaluations, assignments/reassignments of duties,
- Recognizes good staff performance and imposes appropriate discipline, including suspensions and terminations of employees.
- Conducts overall quality control over all staff oral, written, financial, and map products
- Serves as Agency representative to numerous municipal, regional, statewide, and national agencies, boards, commissions, and committees
- Interprets state statutes, case law, local ordinances, etc. as they apply to advisory reports from the Agency or in service to public officials and citizens
- Directs the provision of technical assistance to communities in the region on planning, zoning, site plan review and related matters
- Prepares Agency and Committee Agenda and attends all appropriate Agency and outside organizational meetings.
- Signs checks, approves staff time sheets, expenditure invoices, etc.
- Oversees the preparation of the Agency's Annual Report
- Prepares or directs the preparation of short and long-range plans and programs reports, statistical analyses, and other informational materials, and initiates new activities
- Directs the preparation of Agency budgets and oversees the control of expenditures
- Guides implementation of physical, social or economic development strategies
- Oversees grant applications, negotiations, and grant administration
- Prepares consultant Requests For Proposals/Qualifications
- Oversees the maintenance of the Agency's records, reports, maps, etc.
- Performs other duties as assigned by the PFP Committee.

Special/Knowledge/ Skills/Abilities:

- Physical and legal ability to travel from site to site and carry out all assigned duties
- Ability to touch-type 40 wpm, proficiency with word processing and familiarity with spreadsheet, data processing, and GIS software
- Vision and ability to harmonize diverse groups, energize others, and achieve effective inter-agency relations with innovation, creativity, and dynamic leadership
- Ability to effectively organize/retrieve data and conduct general financial reviews of programs
- Effective
- Ability to communicate ideas persuasively in both oral and written form
- Knowledgeable regarding environmental protection, natural resource, economic development, and historic preservation issues and opportunities.

Supervised by: Program, Finance & Personnel Committee.
Supervision exercised: Deputy Director and Office and Finance Administrator

POSITION DESCRIPTION TITLE: Deputy Director

Minimum Knowledge/Qualifications:
Master's degree from an accredited college in city or regional planning, or a related field and two years of planning experience, or a Bachelor's degree and three years of planning experience; and one year of supervisory experience; or other combination of education and experience judged equivalent by the Executive Director.

General Duties:
- Supervises planning and transportation staff
- Develops and monitors progress on Agency plan of work, including projects and activities
- Assigns work and provides input/guidance to staff
- Directs staff on planning and transportation activities, including economic development (CEDS/CCEDA), emergency management (CERT/R5EPT), transportation (TIP, LOCHSTP, and ADA paratransit), and zoning/subdivision referral activities
- Develops planning and transportation programs, including development of, updates to, and monitoring of progress under the Unified Planning Work Program
- Develops and updates strategic plans, including the Long-Range Transportation Plan (LRTP) and Regional Plan of Conservation and Development
- Develops and implements special projects, such as development studies, environmental analyses, and transit/transportation studies, and applies for related grants
- Collects and analyzes data
- Prepares reports, statistical and qualitative analyses, maps, presentations, online documents, and other documents
- Maintains and upgrades the Agency's information systems, including the Agency's web site, databases, and computer and telephone networks
- Addresses staff concerns, reviews staff performance, and manages hiring process
- Coordinates with federal, state, and regional actors
- Represents the Agency in public, including arranging and attending meetings
- Fills in for the Executive Director when s/he is absent

Special Knowledge/Skills/Abilities:
- Ability to touch type at least 40 wpm, and demonstrated proficiency in Microsoft Office; ArcGIS; SQL; SPSS; graphics and web design software; and Windows/Exchange Server
- Creativity to develop projects from the ground up
- Ability to successfully and efficiently carry projects and plans of work to completion
- Ability to delegate tasks effectively, monitor progress, and quickly respond to issues
- Ability to communicate clearly in oral, written, and graphic form
- Knowledge of land use base studies, planning, zoning, land subdivision practices, various transportation analysis techniques, planning/programming procedures, transportation/land use interrelationships, and intelligent transportation systems
- Research, analysis, and organizational skills, including expertise in GIS and statistics
- Knowledge of contemporary problems, solutions, practices, and trends in planning; economic development; environmental management; transportation; and local, state, and federal policy
- Physical and legal ability to travel from site to site and carry out all assigned duties

Supervised by: Executive Director
Supervision exercised: Planning staff

POSITION DESCRIPTION
TITLE: Office and Finance Administrator

Minimum Knowledge/Qualifications:
Associate degree from an accredited college plus one or more years of bookkeeping and office management experience, or three or more years of similar experience; a moderate level of general computer literacy with Microsoft Word, Excel, Outlook, QuickBooks, and Windows; or other combination of education and experience which may be judged equivalent by the Executive Director.

General Duties:

Bookkeeping

- Handles year-end closing along with W-2 , W-3 & 1099 filings in a timely manner
- Has accounting responsibilities for the Agency and its programs, and serves as the Agency's liaison with the Auditor
- Maintains filing of both paper and electronic documents as outlined in the Records Retention Policy for all accounting transactions
- Maintains systematic oversight of all financial aspects of Agency contracts and grants; reviews time sheets, prepares bi-weekly payrolls, quarterly taxes, pays bills, makes monthly contributions (e.g., retirement programs, 457 pre-tax investments, etc.), controls the petty cash account
- Reviews, controls, and communicates the status of all personnel benefits, assures timely payment of all financial obligations and verification of personnel benefit payments
- Maintains the general ledger, trial balances, invoices, grant payment requisitions, ledgers, journals, accounts receivable, accounts payable, cash disbursement records, cash management of investments, and complete accurate records for future audits
- Maintains all personnel files keeping them up to date and in accordance with Federal & State regs.
- Prepares expenditure/hours for employees per grant; payroll and other grant related financial documents
- Prepares the Agency budget and amendments under the direction of the Executive Director
- Provides precise control and accurate accounting of manual/electronic deposits, purchase orders, checks, expenditures, vouchers, monitoring/proposing of Certificates of Deposit and Savings Account investments, etc.
- Tracks spending of grants, and maintains an inventory list of Agency's personal property
-

Office Management

- Assembles and distributes PFP/CPC and Board agenda packets by mail and by posting to the web
- Handles phone inquiries and sends out ADA applications when regular assigned staff is not available
- Collects data by field/in-house research; organizes, analyzes, and evaluates data and communicates clearly in both oral and written form
- maintains and orders office supplies
- Serves as the office receptionist when necessary, operates office equipment, organizes, , sorts and distributes office mail, maintains all office common areas
- Serves as the Agency Affirmative Action Officer, and attends evening Agency Board meetings
- Performs other duties as assigned

Special/Knowledge/ Skills/Abilities:

- Ability to touch-type 40 wpm, proficiency with word processing and familiarity with spreadsheet, and data processing software
- In-depth knowledge of the principles and best practices of governmental, non-profit, and business budgeting, purchasing, and accounting practices
- Physical and legal ability to travel from site to site and to carry out all assigned duties

Supervised by: Executive Director.
Supervision exercised: None

POSITION DESCRIPTION
TITLE: Associate Planner

Minimum Knowledge/Qualifications:
Bachelor's degree from an accredited college in planning (urban, regional, or spatial), environmental/natural resources (science, policy, or management), or transportation (planning or policy), plus one year of experience; or a Bachelor's degree in a closely related field with two years' experience; or other combinations of education and experience judged equivalent by the Executive Director; Master's Degree preferred.

General Duties:
- Serves as project manager for planning projects (e.g. CEDS, local area plans)
- Serves as staff to and manages the Agency's public committees or stakeholder groups
- Completes applications on behalf of Agency
- Completes transportation, land use, and economic development projects
- Reviews and prepares zoning and subdivision referral reviews
- Collects and analyzes data
- Prepares memoranda, reports, presentations, and other documents
- Represents the Agency and undertakes public outreach and participation
- Assists with GIS and website projects
- Organizes, analyzes, and retrieves data
- Communicates ideas in oral and written form
- Understands land use and land subdivision practices, land use/transportation interrelationships, planning, zoning, and transportation analysis techniques, planning/programming procedures
- Participates in all appropriate Agency and outside organizational meetings
- Directs part-time staff and working partners, where pertinent
- Performs other duties as assigned

Special/Knowledge/ Skills/Abilities:
- Ability to work independently when given direction
- Ability to manage projects through to completion and run committees
- Sustainability and environmental protection
- Land conservation and air and water quality
- Land use, subdivision, and zoning practices
- Transportation systems, including pedestrian/cyclist/transit planning
- Economic development
- Relationships and linkages between these subjects
- Environmental, transportation, and economic trends/challenges and practicable solutions
- Ability to touch type 40 wpm, proficiency with word processing, spreadsheet, data processing, GIS software and statistics packages (e.g. Word, Excel, Access, SQL, ArcGIS, SPSS)
- Research, analysis, and visualization techniques (including statistical analysis)
- Excellent spoken and written English
- Physical and legal ability to travel from site to site and carry out all assigned duties

Supervised by: Deputy Director
Supervision exercised: Part-time staff, as needed

POSITION DESCRIPTION
TITLE: Transportation Planner

Minimum Knowledge/Qualifications:
Bachelors degree from an accredited college in regional, city, or transportation planning, plus one year of planning experience; or a bachelors degree in a closely related field and two or more years of similar experience; or other combinations of education and experience which may be judged equivalent by the Executive Director

General Duties:
- Completes transportation, land use, and economic development planning projects
- Coordinates with Connecticut Department of Transportation regarding the Statewide Transportation Improvement Program (STIP) and the Regional Transportation Improvement Program (TIP)
- Completes land use and zoning referral reviews
- Collects, analyses, and shares data with public/private organizations
- Represents the Agency on various committees, coalitions, etc.
- Backs up other staff in relation to economic development, homeland security, and legislative assignments
- Assists with GIS and website projects
- Organizes, analyzes, and retrieves data
- Prepares reports, statistical analyses, and other informational documents
- Communicates ideas in oral and written form
- Understands land use base studies, land subdivision practices, land use-transportation interrelationships, planning, zoning, transportation analysis techniques, planning/programming procedures, and intelligent transportation systems
- Participates in all appropriate Agency and outside organizational meetings
- Performs other duties as assigned

Special/Knowledge/ Skills/Abilities:
- Ability to touch-type 40 wpm, proficiency with word processing, spreadsheet, data processing, and GIS software
- Physical and legal ability to travel from site to site and carry out all assigned duties

Supervised by: Senior Planner
Supervision exercised: None

POSITION DESCRIPTION
TITLE: Regional Planner

Minimum Knowledge/Qualifications:
Bachelors degree from an accredited college in planning (urban, regional, or spatial), environmental/natural resources (science, policy, or management), or transportation (planning or policy), plus one year of experience; or a bachelors degree in a closely related field with two years' experience; or other combinations of education and experience which may be judged equivalent by the Executive Director; Master's Degree preferred

General Duties:

- Completes transportation, land use, and economic development (e.g. CEDS) projects
- Reviews and prepares zoning and subdivision referral reviews
- Collects and analyzes data
- Prepares memoranda, reports, presentations, and other documents
- Represents the Agency and undertakes public outreach and participation
- Provides support to Agency staff
- Assists with GIS and website projects
- Organizes, analyzes, and retrieves data
- Communicates ideas in oral and written form
- Understands land use and land subdivision practices, land use-transportation interrelationships, planning, zoning, and transportation analysis techniques, planning/programming procedures
- Participates in all appropriate Agency and outside organizational meetings
- Performs other duties as assigned

Special/Knowledge/ Skills/Abilities:

- Sustainability and environmental protection
- Land conservation and air and water quality
- Land use, subdivision, and zoning practices
- Transportation systems, including pedestrian/cyclist/transit planning
- Economic development
- Relationships and linkages between these subjects
- Environmental, transportation, and economic trends/challenges and practicable solutions
- Ability to touch-type 40 wpm, proficiency with word processing, spreadsheet, data processing, GIS software and statistics packages (e.g. Word, Excel, Access, SQL, ArcGIS, SPSS)
- Research, analysis, and visualization techniques (including statistical analysis)
- Spoken and written English; Public speaking and engagement
- Physical and legal ability to travel from site to site and carry out all assigned duties

Supervised by: Senior Planner
Supervision exercised: None

POSITION DESCRIPTION
Title: Paratransit Coordinator/Emergency Planner

Minimum Knowledge/Qualifications:
Associate's degree from an accredited college with an emphasis in management or social services, knowledge of the 1990 Americans with Disabilities Act as it relates to transit, knowledge of medical conditions and disabilities, experience with data entry and database maintenance; experience with emergency management procedures; or other combinations of education and experience which may be judged equivalent by the Executive Director.

General Duties:
Prepares correspondence, reports, and other communications; responds to telephone, fax, e-mail, and Telecommunications Device for the Deaf (TDD) communications; receives visitors and provides customer service; administers the regional paratransit service program policies

Specific Duties: Paratransit
- Enforces compliance with pertinent regulations and policies when necessary
- Provides information by phone, e-mail, and one-on-one about transportation services, including paratransit
- Speaks to public and local groups about transportation services; reaches out to and responds to public on transportation issues
- Coordinates with adult services providers, commissions on persons with disabilities, State agencies, and other relevant transportation/paratransit service providers
- Provides support to ADA Advisory Committee
- Reviews applications for ADA certification, including physician statements, and conducts interviews; determines final eligibility
- Notifies and re-certifies paratransit clients as needed
- Maintains database(s) of certified and active clients
- Develops, maintains, and reviews, as needed, paratransit policies and procedures
- Addresses complaints in a timely and courteous manner
- Handles passenger and driver/vehicle incidents including accidents, misbehavior, 'no-shows,' and complaints
- Applies relevant corrective/disciplinary policies when necessary; keeps records of all incidents and actions taken in response
- Performs other duties as assigned

Specific Duties: Emergency Management
- Represents municipalities at regional bodies (Capitol Region Emergency Planning Committee, Region 5 Emergency Planning Team)
- Administers Citizen Corps/Community Emergency Response Team grants for the region, including preparation of completion reports and processing of payments
- Coordinates with local police and fire departments
- Coordinates with State/federal agencies (Connecticut Department of Emergency Services and Public Protection/Division of Emergency Management and Homeland Security, FEMA)
- Tracks progress against and updates regional Natural Hazard Mitigation Plan
- Assists in development of preparedness/security-related projects

Special Knowledge/Skills/Abilities:
- Physical and legal ability to travel from site to site to carry out all assigned duties
- Ability to touch-type 40 wpm
- Ability to use different types of office equipment including photocopiers, postage meter, fax machine, e-mail, and TDD communication systems
- Ability to use PC computer word processing, spreadsheet, and database software, including Microsoft Word, Access, Excel, etc.

Supervised by: Deputy Director
Supervision exercised: None
POSITION DESCRIPTION

TITLE: Planner

Minimum knowledge/qualifications
Bachelor's degree from an accredited college/university in: Planning (urban, regional, or spatial), Environment/natural resources (science, policy, or management), Geography, Transportation (planning or policy), or a Bachelor's degree in a related field with one year's experience; or other combinations of education and experience judged equivalent by the Executive Director. A Master's degree is highly preferred.

General duties
Provides support to Agency staff in the following areas: (1) Transportation planning (FHWA/FTA); (2) Paratransit (ADA); (3) Emergency preparedness and security (CERT, CREPC/R5EPT); and potentially, (4) Sustainability/livability planning and implementation projects (SCI); and, (5) other areas as needed.

- Assists with the certification of, relations with, and service to paratransit customers
- Handles complaints and resolves conflicts related to paratransit service
- Assists in the management of FHWA, FTA, and ConnDOT grant programs
- Assists in the administration of emergency management grants
- Completes sustainability/livability, transportation, and environmental projects
- Collects and analyzes data
- Prepares memoranda, reports, presentations, and other materials
- Represents the Agency and undertakes public outreach and participation
- Provides support to other Agency staff

Other duties as assigned

Special Knowledges/Skills/Abilities

- The employee will have knowledge of and some experience with the following subjects:
- Paratransit and the Americans with Disabilities Act; Disabilities and civil rights
- FHWA, FTA, and ConnDOT grants; Case and conflict management
- Transportation systems, including pedestrian/cyclist/transit planning
- Emergency management
- Sustainability and environmental protection; Land conservation and air and water quality
- Relationships and linkages between these subjects
- Environmental, transportation, and economic trends/challenges and practicable solutions

Will also have robust proficiency in:

- Spreadsheets and GIS (Excel, ArcGIS); Database and statistics packages (Access, SQL, SPSS)
- Research, analysis, and visualization techniques (including statistical analysis)
- Spoken and written English; Public speaking and engagement
- Customer service in person and on the telephone

Following skills desirable:

- Landscape or urban design; Transportation engineering; Computer programming
- Proficiency in Spanish and Polish

Supervised by: Senior Planner
Supervision exercised: None

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Memorandum *for the TIC meeting of 12/6/2012*

To: Transportation Improvement Committee (TIC)

From: Jason Zheng, Assistant Planner

Subject: TIC Bylaws Amendment: Rename the Transportation Improvement Committee (TIC) to the Transportation Committee (TC)

The proposed name change will facilitate communication and coordination with other state and regional agencies. The current name, TIC, is not a standard name and has led to some confusion. A sample of names that other RPO's use:

Southwestern RPA	Transportation Technical Advisory Group
Greater Bridgeport	Transportation Technical Advisory Committee
CRCOG	Transportation Committee
South Central COG	Transportation Committee

Some RPO's use the name 'advisory' because, by definition, the transportation committee serves an advisory role. The simpler name, 'Transportation Committee,' is also appropriate.

This name change facilitates communication with other state and regional agencies.

On that basis, it is my RECOMMENDATION

That your Committee

Recommend that the Agency Board approve an amendment to the TIC Bylaws changing the name of the Transportation Improvement Committee (TIC) to the Transportation Committee (TC).

cc: Agency Board

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To: Transportation Improvement Committee (TIC)

From: Jason Zheng, Assistant Planner

Subject: STIP/TIP amendments to approve projects:

1. 0109-0171 in Plainville (Pedestrian Safety Improvements, Vicinity of Toffolon & Middle Schools)
2. 0131-0201 in Southington (Pedestrian Safety Improvements, Vicinity of Depaolo Middle School)
3. 0131-0197 in Southington (ROW phase for Rehab Bridge 01247 of I-84 WB over Railroad Tracks)

Projects 1 and 2: The proposed projects include new sidewalks and traffic calming features to improve safety and accessibility near schools in Plainville and Southington. These projects are 100% federally funded through the Safe Routes to Schools program.

Plainville			
	FFY 2013	$40,000	Review and Oversight by ConnDOT
	FFY 2014	$460,000	Construction
Southington			
	FFY 2013	$40,000	Review and Oversight by ConnDOT
	FFY 2014	$500,000	Construction

Project 3: The proposed project adds a ROW phase for a bridge rehabilitation project which has a construction phase scheduled for 2013. Project engineers determined a ROW phase is needed.

The construction phase is estimated at $2,200,000 and is 100% funded with State Bridge Bonds. The proposed ROW phase is estimated at $250,000 and is funded via the National Highway Performance Program (NHPP) at 80% federal and 20% state. ConnDOT shows the cost split at $225,000 federal and $25,000 state.

These projects ensure a continued commitment to safety improvements and system preservation within our region.

On that basis, it is my RECOMMENDATION

That your Committee

Recommend that the Agency Board approve the proposed STIP/TIP amendments.

//Attachments

cc: Agency Board

To: Maribeth C. Wojenski
Bureau of Policy and Planning

TIP/STIP~Action and Amendment Details

11/6/12

Project No	Region	Route	Town	Description	Project Manager
0109-0171	9	VARIOUS	PLAINVILLE	Pedestrian safety improvements, vic Toffolon & Middle Schools	Fesenmeyer, Andy (860) 594-3228

Phase	Year	FA CODE	TOTAL	FEDERAL	STATE	LOCAL	Fiscal Impact:	2012	2013	2014	2015	FYI
PE	2013	SRSI	40,000	40,000	0	0		0	40,000	0	0	0

Revision Code 05-New project

amendment: Add new project, 100% Federal, DOT oversight only, No PD/FD breakdown required

0109-0171 PE — Phase Total: 40,000 — Federal Share: 40,000 — State Share: 0 — Local Share: 0

Phase	Year	FA CODE	TOTAL	FEDERAL	STATE	LOCAL	Fiscal Impact:	2012	2013	2014	2015	FYI
CN	2014	SRSI	457,305	457,305	0	0		0	0	457,305	0	0

Revision Code 05-New project

amendment: Add new project, 100% Federal, Capped at 457,305

0109-0171 CN — Phase Total: 457,305 — Federal Share: 457,305 — State Share: 0 — Local Share: 0

- [ ] 01-Move project to another year
  - a - Funding limitations
  - b - Outstanding ROW issue
  - c - Outstanding Permit
  - d - Other (Specify)

  Comments:
- [ ] 02-Fiscal constraint
  - a - Funding fully programmed
  - b - State match not available
  - c - Local match not available
  - d - Other

  Comments:
- [ ] 03-Design schedule change
  - a - Permit issue
  - b - CTDOT staffing issue
  - c - Local staffing issue
  - d - ROW issue
  - e - Other

  Comments:
- [ ] 04-Revised cost estimate
  - a - Increase due to inflation
  - b - Increase due to (specify)
  - c - Decrease due to (specify)
  - d - Other

  Comments:
- [x] 05-New project
  - a - Project requested by (specify)
  - b - Copy of RPM attached

  Comments:
- [ ] 06-New phase
  - a - PE phase required
  - b - ROW phase required
  - c - CON phase required

  Comments:
- [ ] 07-Administrative requirement
  - a - Add AC entry
  - b - Other

  Comments:
- [ ] 08-Delete phase
  - a - Phase not required
  - b - Phase changed to State funds
  - c - Phase changed to Local funds
  - d - Other

  Comments:
- [ ] 09-Delete project
  - a - Not supported by State
  - b - Not supported by Region
  - c - Not supported by Town
  - d - Change to State funded
  - e - Change to Local funded
  - d - Other

  Comments:
- [ ] 10-Correction

  Comments:
- [ ] 11-Financing/Funding revision
  - a - Due to project schedule
  - b - Due to funding availability
  - c - Other

  Comments:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

PROJECT MEMORANDUM

DATE: 10/3/2012
(Rev. 6/15/11)

To: Patricia A. Hustus
Capital Services Division
Bureau of Finance & Administration

MOD # RPM

From: Andreas Fesenmeyer

SM Project ID:
PE Project ID: DOT01090171PE
RW Project ID:
CN Project ID: DOT01090171CN

Please Review Project Information and Estimate for Approval:

Project Description (short): (20 Characters)	Pedestrian Safety Improvements
Project Description (long): (Max 250 Characters)	Pedestrian safety improvements in the area of the Toffolon Elementary School and Middle School in the Town of Plainville.

Justification: (250 Characters)	This project involves pedestrian safety improvements under the Safe Routes to School program (SRTS). Funding is 100% Federal and the project construction phase is capped at $457,305. In addition, $40,000 of SRTS funding is required to cover the Department's PE review costs.
Project Manager: Andreas Fesenmeyer	RECEIVED OCT 25 2012
Project Engineer: John Trovato	Needs STIP amendment

SCOPE CODE:

	Requested Schedule:		Approved Schedule:		Actual Schedule:	
	PE Auth	12/19/2012	PE Auth	12.19.12	PE Auth	
	RW Auth		RW Auth		RW Auth	
☐ State ADV	FDP	1/29/2014	FDP	1.29.14	FDP	
☑ Town ADV	DCD	3/12/2014	DCD	3.12.14	DCD	
	ADV	4/9/2014	ADV	4.9.14	ADV	

Estimates by Activity (Minor Phase):

Total EST in Core-CT	Estimate in Core-CT for RPM/MOD #	EST Amount Requested	Activity
$0	$0	$40,000	PE
$0	$0	$0	NF
$0	$0	$40,000	

Total EST in Core-CT	Estimate in Core-CT for RPM/MOD #	EST Amount Requested	Activity
$0	$0	$0	RW
$0	$0	$0	NF
$0	$0	$0	

Activity	Total EST in Core-CT	Estimate in Core-CT for RPM / MOD#	EST Amount Requested
CT	$0	$0	$457,305
CG	$0	$0	$0
IN	$0	$0	$0
NI	$0	$0	$0
NF	$0	$0	$0
UT	$0	$0	$0
RF	$0	$0	$0
SF	$0	$0	$0
TF	$0	$0	$0
CM	$0	$0	$0
	$0	$0	$457,305

Preceding MOD #		Current MOD #	RPM	Total EST Amount in Core-CT for All Phases	$0
Preceding MOD Amt	$0	Current MOD Amt	$0		

Approved By:

Sign: [signature] Manager

Sign: [signature] 10-22-12 Director / Administrator

[signature] 10/26/12

Sign: Patricia A. Hustus 11/1/12
Patricia A. Hustus

Sign

Preliminary Engineering Estimates by Activity / Fund / SID: RPM Project ID DOT01090171PE

To: Maribeth C. Wojenski
Bureau of Policy and Planning

TIP/STIP~Action and Amendment Details

11/6/12

Project No	Region	Route	Town	Description	Project Manager
0131-0201	9	VARIOUS	SOUTHINGT	Pedestrian Safety Improvements, vic DePaolo Middle School	Fesenmeyer, Andy (860) 594-3228

Phase	Year	FA CODE	TOTAL	FEDERAL	STATE	LOCAL	Fiscal Impact:	2012	2013	2014	2015	FYI
PE	2013	SRSI	40,000	40,000	0	0		0	40,000	0	0	0

Revision Code 05-New project

amendment | Add new project, 100% Federal, DOT oversight only, No PD/FD breakdown required

0131-0201 PE **Phase Total:** 40,000 **Federal Share:** 40,000 **State Share:** 0 **Local Share:** 0

Phase	Year	FA CODE	TOTAL	FEDERAL	STATE	LOCAL	Fiscal Impact:	2012	2013	2014	2015	FYI
CN	2014	SRSI	498,496	498,496	0	0		0	0	498,496	0	0

Revision Code 05-New project

amendment | Add new project, 100% Federal, Capped at 498,496

0131-0201 CN **Phase Total:** 498,496 **Federal Share:** 498,496 **State Share:** 0 **Local Share:** 0

☐ 01-Move project to another year
- a - Funding limitations
- b - Outstanding ROW issue
- c - Outstanding Permit
- d - Other (Specify)

Comments:

☐ 02-Fiscal constraint
- a - Funding fully programmed
- b - State match not available
- c - Local match not available
- d - Other

Comments:

☐ 03-Design schedule change
- a - Permit issue
- b - CTDOT staffing issue
- c - Local staffing issue
- d - ROW issue
- e - Other

Comments:

☐ 04-Revised cost estimate
- a - Increase due to inflation
- b - Increase due to (specify)
- c - Decrease due to (specify)
- d - Other

Comments:

☒ 05-New project
- a - Project requested by (specify)
- b - Copy of RPM attached

Comments:

☐ 06-New phase
- a - PE phase required
- b - ROW phase required
- c - CON phase required

Comments:

☐ 07-Administrative requirement
- a - Add AC entry
- b - Other

Comments:

☐ 08-Delete phase
- a - Phase not required
- b - Phase changed to State funds
- c - Phase changed to Local funds
- d - Other

Comments:

☐ 09-Delete project
- a - Not supported by State
- b - Not supported by Region
- c - Not supported by Town
- d - Change to State funded
- e - Change to Local funded
- d - Other

Comments:

☐ 10-Correction

Comments:

☐ 11-Financing/Funding revision
- a - Due to project schedule
- b - Due to funding availability
- c - Other

Comments:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

PROJECT MEMORANDUM

DATE: 9/28/2012
(Rev. 8/15/11)

To: Patricia A. Hustus
Capital Services Division
Bureau of Finance & Administration

MOD # RPM

From: Andreas Fesenmeyer

SM Project ID:
PE Project ID: DOT01310201PE
RW Project ID:
CN Project ID: DOT01310201CN

Please Review Project Information and Estimate for Approval:

Project Description (short):	**Pedestrian Safety Improvements**
Project Description (long):	**Pedestrian safety improvements in the area of the DePaolo Middle School in the Town of Southington.**

Justification:	**This project involves pedestrian safety improvements under the Safe Routes to School program (SRTS). Funding is 100% Federal and the project construction phase is capped at $498,496. In addition, $40,000 of SRTS funding is required to cover the Department's PE review costs.**
Project Manager: Andreas Fesenmeyer	
Project Engineer: Jennifer Sweeney	

RECEIVED OCT 25 2012

Needs STIP amendment

	Requested Schedule:		Approved Schedule:		Actual Schedule:	
	PE Auth	12/19/2012	PE Auth	12/19/12	PE Auth	
	RW Auth		RW Auth		RW Auth	
☐ State ADV	FDP	1/29/2014	FDP	1.29.14	FDP	
☑ Town ADV	DCD	3/12/2014	DCD	3.12.14	DCD	
	ADV	4/9/2014	ADV	4.9.14	ADV	

SCOPE CODE:

Estimates by Activity (Minor Phase):

Total EST in Core-CT	Estimate in Core-CT for RPM/MOD #	EST Amount Requested	Activity
$0	$0	$40,000	PE
$0	$0	$0	NF
$0	$0	$40,000	

Total EST in Core-CT	Estimate in Core-CT for RPM/MOD #	EST Amount Requested	Activity
$0	$0	$0	RW
$0	$0	$0	NF
$0	$0	$0	

Activity	Total EST in Core-CT	Estimate in Core-CT for RPM / MOD#	EST Amount Requested
CT	$0	$0	$498,496
CG	$0	$0	$0
IN	$0	$0	$0
NI	$0	$0	$0
NF	$0	$0	$0
UT	$0	$0	$0
RF	$0	$0	$0
SF	$0	$0	$0
TF	$0	$0	$0
CM	$0	$0	$0
	$0	$0	$498,496

Preceding MOD #		Current MOD #	RPM	Total EST Amount in Core-CT for All Phases	$0
Preceding MOD Amt	$0	Current MOD Amt	$0		

Approved By:	
Sign: Manager	Sign: 10/26/12
Sign: 10.22-12 Director / Administrator	Sign: Patricia A. Hustus 11/1/12 Patricia A. Hustus
	Sign

Preliminary Engineering Estimates by Activity / Fund / SID: RPM Project ID DOT01310201PE

To: Maribeth C. Wojenski
Bureau of Policy and Planning

TIP/STIP~Action and Amendment Details

11/16/12

Project No	Region	Route	Town	Description	Project Manager
0131-0197	9	I-84	SOUTHINGT	Rehab Br 01247 o/ Abandoned RR	Cutler, David

Phase	Year	FA CODE	TOTAL	FEDERAL	STATE	LOCAL	Fiscal Impact:	2012	2013	2014	2015	FYI
RW	2013	NHPP	250,000	225,000	25,000	0		0	225,000	0	0	0

Revision Code 05-New project

amendment	Add new project

0131-0197 RW **Phase Total:** 250,000 **Federal Share:** 225,000 **State Share:** 25,000 **Local Share:** 0

☐ 01-Move project to another year
- a - Funding limitations
- b - Outstanding ROW issue
- c - Outstanding Permit
- d - Other (Specify)

Comments:

☐ 02-Fiscal constraint
- a - Funding fully programmed
- b - State match not available
- c - Local match not available
- d - Other

Comments:

☐ 03-Design schedule change
- a - Permit issue
- b - CTDOT staffing issue
- c - Local staffing issue
- d - ROW issue
- e - Other

Comments:

☐ 04-Revised cost estimate
- a - Increase due to inflation
- b - Increase due to (specify)
- c - Decrease due to (specify)
- d - Other

Comments:

☒ 05-New project
- a - Project requested by (specify)
- b - Copy of RPM attached

Comments:

☐ 06-New phase
- a - PE phase required
- b - ROW phase required
- c - CON phase required

Comments:

☐ 07-Administrative requirement
- a - Add AC entry
- b - Other

Comments:

☐ 08-Delete phase
- a - Phase not required
- b - Phase changed to State funds
- c - Phase changed to Local funds
- d - Other

Comments:

☐ 09-Delete project
- a - Not supported by State
- b - Not supported by Region
- c - Not supported by Town
- d - Change to State funded
- e - Change to Local funded
- d - Other

Comments:

☐ 10-Correction

Comments:

☐ 11-Financing/Funding revision
- a - Due to project schedule
- b - Due to funding availability
- c - Other

Comments:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

PROJECT MEMORANDUM

DATE: 11/10/12
(Rev. 8/19/10)

To: Raymond Godcher
Capital Services Division
Bureau of Finance & Administration

MOD # CN MOD 01

From: David A. Cutler

SM Project ID: DOT01310197SM
PE Project ID: DOT01310197PE
RW Project ID: DOT01310197RW
CN Project ID: DOT01310197CN

Please Review Project Information and Estimate for Approval:

Project Description (short): 27 (30 Characters)	SOUTHINGTON:REHAB BR #01247
Project Description (long): 67 (2645 Characters)	Rehabilitation of Bridge 01247, I-84 WB over Abandoned RR

Justification: 347 (1368 Characters)	**Construction Modification No. 1 presents the cost estimate to rehabilitate Bridge 01247 under the List 19F Program. The bridge superstructure is rated a "4". The anticipated project cost is $2,200,000 to be funded with 100% State Bridge Bonds. Need to add ROW phase in FY13 estimated at $250k, funded with NHPP funds at 80/20.**
Project Manager:	**David Cutler**
Project Engineer:	**Michelle Lynch**

	Requested Schedule:		Approved Schedule:		Actual Schedule:	
	PE Auth	3/19/08	PE Auth		PE Auth	
	RW Auth	12/12/12	RW Auth		RW Auth	
☑ State ADV	FDP	4/3/13	FDP		FDP	
☐ Town ADV	DCD	5/15/13	DCD		DCD	
	ADV	6/12/13	ADV		ADV	

Estimates by Activity (Minor Phase):

Total EST in Core-CT	Estimate in Core-CT for RPM/MOD #	EST Amount Requested	Activity
$0	$0	$0	PE
$0	$0	$0	NF
$0	$0	$0	

Total EST in Core-CT	Estimate in Core-CT for RPM/MOD #	EST Amount Requested	Activity
$0	$0	$250,000	RW
$0	$0	$0	NF
$0	$0	$250,000	

Activity	Total EST in Core-CT	Estimate in Core-CT for RPM/MOD #	EST Amount Requested
CT	$0	$0	$2,200,000
CG	$0	$0	$0
IN	$0	$0	$0
NI	$0	$0	$0
NF	$0	$0	$0
UT	$0	$0	$0
RE	$0	$0	$0
BF	$0	$0	$0
TR	$0	$0	$0
CM	$0	$0	$0
	$0	$0	$2,200,000

Preceding MOD #		Current MOD #	CN MOD 01	Total EST Amount in Core-CT for All Phases	$0
Preceding MOD Amt	$0	Current MOD Amt	$0		

Approved By:

Sign	Sign
Manager	Raymond G. Godcher
Sign	Sign
Director / Administrator	Thomas A. Harley

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
Serving Berlin, Bristol, Burlington, New Britain, Plainville, Plymouth, and Southington
225 North Main Street, Suite 304, Bristol, CT 06010-4993 · tel/fax: 860-589-7820 · http://ccrpa.org

MEMORANDUM

TO: Agency Board
FROM: Francis R. Pickering, Deputy Director
DATE: November 27, 2012

SUBJECT: OPM Regional Performance Incentive grant

In 2011, CCRPA applied for a Regional Performance Incentive grant for $149,340 to produce, update, and web host parcel maps for its member municipalities. This application was supported by the town/city councils of all its members. It is expected that the majority of the grant work will be performed by a consultant selected by an RFP/RFQ process. No local match is required.

OPM has now provided CCRPA with the documents necessary to begin the project. To receive grant funds, a vote by your Board authorizing the Executive Director to execute the grant agreement and a resolution attesting to his authority are necessary.

On that basis, it is my

RECOMMENDATION

that your Board:

Authorize the Executive Director to sign the attached Notice of Grant Award and execute Resolution 20121206B.

ATTACHMENT(S): Notice of Grant Award RPI-12-04, Resolution No. 20121206B

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
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Resolution No. 20121206B

RPI Grant: Regional GIS Parcel Mapping (No. RPI-12-04)

I, Jennifer Bartiss-Earley, Secretary of the Central Connecticut Regional Planning Agency, a regional planning agency organized and existing under the laws of the State of Connecticut ("the Agency") do hereby certify and that the following is a true and correct copy of a resolution duly adopted at a meeting of the Agency Board of the Central Connecticut Regional Planning Agency duly held and convened on December 6, 2012, at which meeting a duly constituted quorum of the Agency Board was present and acting throughout and that such resolution has not been modified, rescinded, or revoked and is at present in full force and effect.

RESOLVED: That Carl J. Stephani, the Executive Director of the Central Connecticut Regional Planning Agency, is empowered and authorized to execute and deliver in the name and on behalf of this Agency a certain contract with the State of Connecticut, Office of Policy and Management, and to affix the corporate seal. Carl J. Stephani currently holds the office of Executive Director of the Central Connecticut Regional Planning Agency and has held that office since November 13, 2000.

IT WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Agency this sixth day of December, 2012.

Secretary, Central Connecticut Regional Planning Agency

OPM-A-16, July 2009

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
IIntergovernmental Policy Division
450 Capitol Avenue
MS# 54 ORG
Hartford, CT 06106-1379
NOTICE OF GRANT AWARD

The Office of Policy and Management, Intergovernmental Policy Division, hereby makes the following grant award in accordance with Section 95 of PA 11-6, and in accordance with the grant solitication and the attached grant application, if applicable.

Grantee: Central Connecticut Regional Planning Agency
Address: 225 North Main Street, Suite 304
City/State/Zip: Bristol, CT 06010
Town Code: _____
State Agency Code: 20600
Federal Employer ID No.: 06-0837172

OPM Grant No.: RPI-12-04
Project Title: RPI Grant: Regional GIS Parcel Mapping
Date Of Award: _____
Period Of Award: From: 12/1/2012 To: 12/1/2014
Amount Of Award: Federal: $ _____ State: $ 149,340 Interest: $ _____
State Match: $ _____ Grantee Match: $ _____ Other: Specify $ _____
Total Budget: $ 149,340

Federal Grant Number: _____ CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) Number _____
Grantee Fiscal Year: From: _____ To: _____

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.

BY: _____
Signature of Authorized Official

_____ _____
Typed Name and Title of Authorized Official Date

FOR THE OFFICE OF POLICY AND MANAGEMENT
BY: _____
Signature of Authorized Official

Benjamin Barnes, Secretary 11/21/12
Typed Name and Title of Authorized Official Date

For OPM Business Office Use Only

AMOUNT	DEPT	PROG	FUND	SID	ACCOUNT	PROJECT	CHART 1/2	BR
	OPM20600	13046	11000	35457	55070	OPM000000001111		
	OPM20					OPM00000000		
	OPM20					OPM00000000		

$ 149,340 Grant to **RPI-12-04**
Central Connecticut Regional Planning Agency (CCRPA) for
Regional Geographic Information System (GIS) Parcel Mapping

SCOPE OF WORK

Overview of the Grant:
The Office of Policy and Management, Intergovernmental Policy Division, hereafter referred to as OPM, has awarded a grant in the amount of **$149,340** to the **Central Connecticut Regional Planning Agency (CCRPA)** for **Regional Geographic Information System (GIS) Parcel Mapping** under the Regional Performance Incentive (RPI) Grant Program as provided in Section 5 of Public Act 11-61 – "An Act Implementing the Revenue Items in the Budget and Making Budget Adjustments, ...". The purpose of the grant shall be to:

- Convene an Advisory Group of municipal representatives and, in conjunction with CCRPA staff, to develop an RFQ for the Regional GIS Parcel Mapping project.
- Engage a contractor to collect and process parcel data and produce new digital parcel maps for the CCRPA member towns of Burlington, Plainville and Plymouth, integration into the regional website of existing data for the towns of Bristol and New Britain, and consolidation of two existing municipal GIS websites into the regional website.
- Establish a regional GIS website and interactive web application with GIS parcel data easily accessible to all levels of government and the public.

Upon full execution of the grant award documents, OPM shall make a distribution of **$ 25,000** to CCRPA, and periodically thereafter as determined by OPM.

CCRPA shall consult with OPM throughout the development of geospatial products, principally land parcel data, to ensure consistency and interoperability with other state and regional efforts to develop similar data.

Any regional Planning Organization receiving grant funding for proposal(s) awarded under Regional Performance Incentive Program or for projects involving geospatial products shall conform to standards and specifications developed by the CT Geospatial Information Systems Council (GIS Council) (included and made a part of this grant and attached herein as Attachment 1 of the Special Grant Conditions), in order that the funding be leveraged to achieve maximum cost savings and reduce duplication of efforts amongst the participants. Such conformance shall include the proposed technology platform (computer hardware and software) to assure that the platform and data for the geospatial projects will be interoperable.

$ 149,340 Grant to **RPI-12-04**
Central Connecticut Regional Planning Agency (CCRPA) for
Regional Geographic Information System (GIS) Parcel Mapping

Deliverables

Within 15 days after the end of the first calendar quarter following receipt of the grant award, and every quarter thereafter, CCRPA shall provide OPM with a narrative summary, in written or electronic format, of all project activities and accomplishments on the ***RPI Narrative Progress Report***, prescribed by OPM. As advance funds are drawn down, or when a large expenditure is anticipated, CCRPA shall provide a ***Detailed Expenditure Report*** and a ***Cumulative Expenditure Report and Funding Request***, in either written or electronic format, on forms prescribed by OPM, in order to receive additional project funding.

Not later than 90 days after **the official public launch of the CCRPA Regional GIS Website**, CCRPA shall submit to OPM a Final Report, in written or electronic format, summarizing the effectiveness of the grant. Such Report shall provide:

- A full accounting of the distribution of grant funds;
- Describe the number and type of (improvements, enhancements, etc.) developed and the benefits and savings (excluding grant funds) that will be provided to participating municipalities;
- Any data collected or developed, a concise description of the mechanism (i.e. funding) for sustaining the service once grant funds have been expended; and
- Any other information OPM may request.

Future Reporting Requirements

Within one year of the end date of the project and completion of the project CCRPA shall submit a report to OPM (on a form prescribed by OPM) providing information on the following areas of interest:

- Effectiveness/Success of the project;
- Demonstrated benefits to municipalities;
- Actual Savings (excluding grant funds) to municipalities; and
- Any information OPM may Request.

CCRPA shall return to OPM any grant funds which were received from OPM and were not obligated by the end of the grant period, without prior approval from OPM.

Requests to extend the grant end date shall be submitted in writing to OPM no later than 30 days before the grant end date.

$ 149,340 Grant to **RPI-12-04**
Central Connecticut Regional Planning Agency (CCRPA) for
Regional Geographic Information System (GIS) Parcel Mapping

Not later than 90 days after the end of the grant period, CCRPA shall submit a final financial report, in written or electronic format, to OPM itemizing any expenses not previously documented and charged against the grant amount.

If CCRPA fails to submit expenditure documentation and a program status report, CCRPA shall owe the total of any and all undocumented or ineligible expenditures to OPM and shall be fully legally liable for said amounts.

OFFICE OF POLICY AND MANAGEMENT
Intergovernmental Policy Division
450 CAPITOL AVENUE
MS #54 ORG
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 $300,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to 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: 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.

Revised October 2011

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.

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

Intergovernmental Policy Division
450 CAPITOL AVENUE
MS # 54 ORG
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 that 10% of the budget category or by more that $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.

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
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MEMORANDUM

TO: Agency Board
FROM: Carl J. Stephani, Executive Director

DATE: November 28, 2012

FOR AGENDA: December 6, 2012

SUBJECT: FY2011-2012 Annual Report

Each year we prepare an Annual Report to advise our members and other interested parties regarding the important projects, activities, and projects of the year. A draft of the Annual Report for FY2011-2012 will be posted on the web site early next week for your review, and then for approval at the December 6, 2012, Board meeting. On that basis, it is my

RECOMMENDATION

that your Board

Approve the draft Annual Report for FY2011-2012 as posted on the Agency's web site.