

**Town of Hamden
Contract for Services**

This agreement ("Agreement") is made by and between the **Town of Hamden**, 2750 Dixwell Avenue, Hamden, CT 06518, a municipal corporation, having its territorial limits within the County of New Haven and State of Connecticut (the "Town") and **Save the Sound**, a Connecticut nonprofit organization whose address is 127 Church Street, 2nd Floor, New Haven, CT 06510, (the "Vendor") (collectively the "Parties"), and effective as of the date that this Agreement is last signed (the "Effective Date"). Unless terminated sooner as set forth below, this Agreement shall terminate on completion of the Project but not later than September 30, 2026.

WHEREAS, the Town desires to enter into an agreement with Vendor who shall be responsible for engaging Six Lakes neighbors and the wider Hamden community in learning about the possibilities for Six Lakes and sharing their visions for Six Lakes Park. ("the Project") pursuant to this Agreement and the attached Addenda which is incorporated herein; and

WHEREAS, Vendor has agreed to provide services for the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Town and Vendor agree as follows:

SERVICES AND COSTS: A description of the services that Vendor agrees to provide for the Project and the attendant costs for those services, along with additional terms and conditions, are set forth in detail in **Addendum A and Addendum C** to this Agreement. Vendor expressly understands and accepts that under no circumstances can the Town enter into an agreement that exceeds any amount set forth via appropriation or purchase order. Vendor expressly understands and accepts that this Agreement is subject to the passage of all necessary appropriations and that a failure to appropriate renders the Agreement null and void, with no liability to the Town or cause of action from the vendor. The costs for the Vendor's services shall not **EXCEED: \$40,000**

1. **INSURANCE:** Vendor shall secure and maintain the types and amounts of insurance set forth in **Addendum B** to this Agreement during the life of this Agreement.

2. **INDEMNIFICATION:** Vendor shall defend, indemnify, and save harmless, the Town, its officers, agents, servants, and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees, and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the performance of any work or services relating to this contract based upon any act, omission, or negligence of Vendor or any of Vendor's employees agents, servants, subcontractors, or any other person or persons, including but not limited to the Town, its agents, officers, servants, or employees. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the Town in an action against it.

3. **ASSIGNMENT:** Vendor shall not assign this Agreement without the Town's prior written consent. Any attempt to assign this Agreement without the Town's prior written consent shall render such assignment null and void.

4. **SUCCESSORS:** This Agreement will bind and inure to the benefit of the Parties' heirs, personal representatives, executors, administrators, successors, and assigns.

5. **NON-COLLUSION:** Vendor declares that, as of the Effective Date of this Agreement, no Town official, directly or indirectly, has a financial interest in the Contract and, furthermore, Vendor pledges to notify the Mayor of the Town, in writing, should any Town official acquire, directly or indirectly, a financial interest in this Agreement. Vendor further declares that, as of the Effective Date of this Agreement, it has not given or donated, or promised to give or donate, directly or indirectly, to any official or employee of the Town, or to anyone else, for any benefit, any sum of money or other thing of value for aid or assistance in obtaining this Agreement and, furthermore, Vendor pledges that neither Vendor nor any other officer, agent or employee of Vendor will give or donate, or promise to give donate, directly or indirectly, to any official or employee of the Town, or anyone else for benefit of Town officials, any sum of money or other thing of value, for aid or assistance in obtaining any contract with the Town.

6. **TERM AND TERMINATION:** This Agreement shall be effective on the date last signed and shall terminate upon completion of the Project, but not later than September 30, 2026.

Either party may terminate this Agreement if the other party. violates any of the covenants, agreements or stipulations of this Agreement and such breach is not cured to the non-breaching party's reasonable satisfaction within ten (10) business days following the non-breaching party's delivery of notice to the breaching party The Town also shall have the right, in its sole discretion, to terminate this Agreement without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination, for cause or for convenience, the Vendor shall deliver all work product, including work in progress to the Town and the Town shall pay for all work properly performed. Upon termination of the Agreement, for cause or for convenience, the Town shall have no obligation to pay Vendor for services not performed.

7. **RELEASE OF CLAIMS:** The acceptance by Vendor, or Vendor's successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the Town from any and all claims, demands and causes of action whatsoever which Vendor, or Vendor's successors or assignees, have or may have against the Town under the provisions of this Agreement.

8. **INDEPENDENT CONTRACTOR:** Vendor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which services are provided/performed under the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees, agents, and Vendor, or Vendor's employees, and agents. Vendor assumes exclusively the responsibility for and agrees to indemnify and hold the Town harmless from the negligent acts of Vendor's employees and agents as they relate to the services to be provided during the course and scope of their employment. Vendor and Vendor's agents and employees shall not be entitled to any rights and privileges of Town employees and shall not be considered in any manner to be Town employees.

9. **BREACH:** Upon a breach of this Agreement, the Town may withhold any payments to Vendor to off-set its damages until such time as the exact amount of damages due to the Town is determined.

10. EQUAL EMPLOYMENT OPPORTUNITY: The Vendor agrees and warrants that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction systems, political belief, military or veteran status, physical disability, including, but not limited to blindness, or criminal record in accordance with §46a-60(a)(1), 46a-80(b), or 46a-81(b) of the Connecticut General Statutes in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Hamden unless it is shown that such disability prevents performance of the work involved. Vendor also agrees to provide the Affirmative Action Officer of the Town of Hamden with such information that she may request concerning its employment practices and procedures as related to the provisions of this Section.

11. ADA ACCOMMODATIONS: Vendor, in performing this Agreement, will, at all times, comply with the Americans with Disabilities Act (ADA). Specifically, the Vendor is hereby notified that the Town must comply with the requirements of the ADA and that Vendor, as the provider of the services set out herein, must also comply with the ADA.

12. BACKGROUND CHECKS: Vendor agrees to submit, and to subject any of Vendor's employees to, any and all necessary background checks, which may include fingerprinting and drug screening. Failure of Vendor or any of Vendor's employees to pass any of the above may result in immediate termination of this Agreement.

13. ENTIRE AGREEMENT; AMENDMENT: This Agreement constitutes the entire Agreement between the Parties, and supersedes all prior representations, understandings, and agreements of the Parties. The Parties agree that they have not relied on any representations, promises or agreements of any kind from the other Parties in connection with their decision to enter into this Agreement. This Agreement may not be modified, altered, amended or changed except upon express written consent of all Parties where specific reference is made to this Agreement.

14. GOVERNING LAW; INTERPRETATION: This Agreement will be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of law provisions. To the extent that any court action is permitted consistent with or to enforce any part of this Agreement, the Parties hereby consent to the exclusive jurisdiction of the state and federal courts of the State of Connecticut. Accordingly, with respect to any such court action, Vendor and its successors and assigns, (a) submit to the personal jurisdiction of such courts; (b) consent to service of process; and (c) waive any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction, venue, or service of process. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and such provision cannot be modified to become legal and enforceable, excluding the general release language, such provision will immediately become null and void, leaving the remainder of this Agreement in full force and effect.

15. NOTICES AND REPRESENTATIONS: The Parties represents and agree: (a) that they have read this Agreement and understand and agree with all of the terms and conditions of this Agreement, (b) that they enter into this Agreement freely, knowingly and voluntarily, and (c) that they have been advised, and have had the opportunity, to consult with an attorney of their choice prior to executing this Agreement,


16. **COUNTERPARTS:** This Agreement may be executed by the Parties in separate counterparts, which taken together constitute one Agreement. This Agreement may be executed more than once so that each party may hold a duplicate original.

17. **AUTHORITY TO EXECUTE:** The Parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the part to the Agreement.

18. **CONFLICTING PROVISIONS:** If any terms of any document attached to this Agreement conflict with the terms contained in this Agreement, the terms of this Agreement shall supersede and control.

BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, ENTER INTO THE AGREEMENT KNOWINGLY, VOLUNTARILY, AND OF THEIR OWN FREE WILL, UNDERSTAND ITS TERMS AND THEIR SIGNIFICANCE, AND INTEND TO ABIDE BY ITS PROVISIONS WITHOUT EXCEPTION.


WITNESS:



Printed Name: Jessica Ostrinski

Date: 6/17/24

WITNESS:



Printed Name: Skyla Wilson

Date: 6/21/2024

TOWN OF HAMDEN, CONNECTICUT



Lauren Garrett
Its Mayor, Duly Authorized

SAVE THE SOUND



Leah Lopez Schmalz
Duly Authorized

ADDENDUM A

SCOPE OF SERVICES/BUDGET

Objective #1: Engage Six Lakes neighbors and the wider Hamden community in learning about the possibilities for Six Lakes and sharing their visions for Six Lakes Park by explaining contamination testing results, conducting a community survey, and holding in-person and virtual visioning sessions with residents.

Activity/Task 1.1: Contract a survey designer/facilitator, to design and administer a statistically sound survey of and conversations with community members.

Activity/Task 1.2: Contract a scientific advisor, preferably from a local university, to interpret testing data from Olin for a non-scientific audience.

Activity/Task 1.3: Hold in-person visioning sessions in Newhall, Whitneyville, and one other general location as well as remote, recorded introduction and wrap-up meetings.

Deliverables/Timeline: Project activities must be completed no later than September 30, 2026.

Category of Expenditure	Total
<i>Personnel (salaries – W-2)</i>	\$2,288
<i>Fringe Benefits (as eligible under §200.430)</i>	\$641
<i>Conferences/Travel (per GSA.gov rates)</i>	
<i>Equipment (over \$5,000 per item)</i>	
<i>Office/Project Supplies (under \$5,000 per item)</i>	
<i>Contracts for non-personnel expense [community organizer Elizabeth Hayes; survey design/facilitation; science advisor to interpret data for non-scientists]</i>	\$16,865
<i>Construction/Renovation supplies</i>	
<i>Rent/Utilities</i>	\$1,000
<i>Land Acquisition</i>	
<i>Property, Liability & other insurance</i>	
<i>Contract for auditing & accounting services</i>	
<i>Other (under \$50,000 total) NICRA (27.83%)</i>	\$5,787
<i>Subtotal Objective #1</i>	\$26,581

Objective #2: Conduct outreach for the visioning sessions to the community in advance to engage a large, diverse group of participants.

Activity/Task 2.1: Contract a youth volunteer coordinator to organize young people to do door-to-door canvassing in the neighborhood. (Additional materials and outreach not funded in this grant.)

Deliverables/Timeline: Project activities must be completed no later than September 30, 2026.

Category of Expenditure	Total
<i>Personnel (salaries – W-2)</i>	\$2,288
<i>Fringe Benefits (as eligible under §200.430)</i>	\$641
<i>Conferences/Travel (per GSA.gov rates)</i>	
<i>Equipment (over \$5,000 per item)</i>	
<i>Office/Project Supplies (under \$5,000 per item)</i>	
<i>Contracts for non-personnel expense [youth volunteer coordinator]</i>	\$1,200
<i>Construction/Renovation supplies</i>	
<i>Rent/Utilities</i>	
<i>Land Acquisition</i>	
<i>Property, Liability & other insurance</i>	
<i>Contract for auditing & accounting services</i>	
<i>Other (under \$50,000 total) NICRA (27.83%)</i>	\$1,149
<i>Subtotal Objective #2</i>	\$5,278

Objective #3: Produce a final Vision Report and share with key stakeholders, to guide the project according to the community's wishes.

Activity/Task 3.1: Write report based on survey results.

Activity/Task 3.2: Design report.

Activity/Task 3.3: Print report.

Deliverables/Timeline: Project activities must be completed no later than September 30, 2026.

Category of Expenditure	Total
<i>Personnel (salaries – W-2)</i>	\$4,588
<i>Fringe Benefits (as eligible under §200.430)</i>	\$1,285
<i>Conferences/Travel (per GSA.gov rates)</i>	
<i>Equipment (over \$5,000 per item)</i>	
<i>Office/Project Supplies (under \$5,000 per item)</i>	
<i>Contracts for non-personnel expense</i>	
<i>Construction/Renovation supplies</i>	
<i>Rent/Utilities</i>	
<i>Land Acquisition</i>	
<i>Property, Liability & other insurance</i>	
<i>Contract for auditing & accounting services</i>	

<i>Other (under \$50,000 total) printing, NICRA (27.83%) (adjusted)</i>	\$2,268
Subtotal Objective #3	\$8,139

TOTAL

Budget for all objectives:

Category of Expenditure	Total
<i>Personnel (salaries – W-2)</i>	\$9,164
<i>Fringe Benefits (as eligible under §200.430)</i>	\$2,567
<i>Conferences/Travel (per GSA.gov rates)</i>	
<i>Equipment (over \$5,000 per item)</i>	
<i>Office/Project Supplies (under \$5,000 per item)</i>	
<i>Contracts for non-personnel expense</i>	\$18,065
<i>Construction/Renovation supplies</i>	
<i>Rent/Utilities</i>	\$1,000
<i>Land Acquisition</i>	
<i>Property, Liability & other insurance</i>	
<i>Contract for auditing & accounting services</i>	
<i>Other (under \$50,000 total)</i>	\$9,204
Total ALL Objectives	\$40,000

List all expenditures for OTHER category (not to exceed \$50,000 total):

Description of Item/Service - OTHER	Projected Cost
Printing of Vision Report	\$500
NICRA (27.83%) (adjusted)	\$8,704
Total OTHER:	\$9,204

Note: ARPA funds may not be used for payment of loans; creation or replenishment of lines of credit or "rainy day" funds such as reserve accounts, operating capital fund or "contingency use." In addition, ARPA funds may not be used for food & beverage, gifts of cash or items (no gift cards), promotional items (e.g., t-shirts, canvas bags), or membership dues to professional, civic, or other organizations or goods and services for personal use.

ADDENDUM B
INSURANCE REQUIREMENTS

As required by the Town of Hamden's Risk Manager.

TOWN OF HAMDEN
&
HAMDEN BOARD OF EDUCATION

MINIMUM INSURANCE REQUIREMENTS

The Vendor shall obtain and pay for the insurance coverage described below with the indicated minimum limits. The Vendor agrees to furnish Certificates of Insurance to the Town and/or Board of Education certifying coverage to be in effect for the term of this contract and that the Town and/or Board of Education will be given sixty (60) days written notice of cancellation or non-renewal.

These requirements also apply to any subcontractor or common carrier used by the Vendor.



I. WORKERS COMPENSATION

- | | |
|-------------------------|---------------------------------|
| a) Connecticut | Statutory Limits |
| b) Applicable Federal | Statutory Limits |
| c) Employer's Liability | \$100,000 per Accident |
| | \$500,000 Disease |
| | \$100,000 Disease, Per Employee |



II. COMMERCIAL GENERAL LIABILITY

- | | |
|---|-------------|
| Bodily Injury and Property Damage | |
| General Aggregate | \$3,000,000 |
| Products & Completed Operations Aggregate | \$1,000,000 |
| Personal Injury/Advertising | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
| Fire Damage | \$ 50,000 |
| Medical Expense | \$ 5,000 |

Coverage to include Premise-Operations, Contractors Protective Liability, Products & Completed Operations, Explosion, Collapse & Underground, Contractual Liability, & Broad Form Property Damage.



III. BUSINESS AUTOMOBILE LIABILITY (including owned, hired & non-owned vehicles)
Liability (Combined Single Limit) \$1,000,000

(If hazardous material or potential pollutants are transported, MCS90 – Accidental Pollution coverage is required)



IV. UMBRELLA/EXCESS LIABILITY (If Required)

- | | |
|--|-----------|
| Liability Limit – Each Occurrence over primary | \$ _____ |
| Self-Insured retention | \$ 10,000 |

V. RAILROAD PROTECTIVE LIABILITY (If Required)
Bodily Injury and Property Damage \$1,000,000 Each Occurrence
\$1,000,000 Aggregate

VI. POLLUTION LIABILITY (If Required)
Bodily Injury and Property Damage \$1,000,000 Each Occurrence
\$1,000,000 Aggregate

VII. PROFESSIONAL LIABILITY (If Required)
Bodily Injury and Property Damage \$1,000,000 Each Occurrence
\$1,000,000 Aggregate

VIII. CYBER LIABILITY (If Required)

IX. The Town of Hamden and/or Hamden Board of Education to be named as an additional insured on all policies except Workers Compensation.

X. The Vendor shall hold the Town of Hamden and/or Hamden Board of Education harmless for any and all injuries to persons and/or property resulting out of the performance of this contract and resulting from the Vendors negligence.

ITEM VIII AND IX MUST APPEAR ON THE FACE OF THE INSURANCE CERTIFICATE IN THE SECTION ENTITLED "DESCRIPTION OF OPERATIONS."

ADDENDUM C

Town of Hamden– American Rescue Plan Act (ARPA) Addendum to Contract Dated May 2024 Between the Town of Hamden and Save the Sound

Notice: The contract to which this addendum is attached is made using federal assistance provided to the Town of Hamden by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the vendor, as a contractor (“Contractor”) of the Town of Hamden; by ARPA and its implementing regulations; and as established by the Treasury Department. As used in this addendum, the term, “contract” means contract or purchase order, as applicable.

1. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Minority and Women Business Enterprises (if applicable to this Contract) Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women’s Business Enterprise), *when applicable*. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women’s business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women’s business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. **Suspension and Debarment. (applies to all purchases.)** (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the Town of Hamden. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.) (A) The Contractor agrees to provide the Town of Hamden, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

(D) The Contractor shall retain all books, documents, papers, and records of the Contractor which are directly pertinent to this contract related to the contract for a period of five (5) years after receipt of final payment under the contract.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked

in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Town of Hamden and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

14. UEI Number. Contractor and all subcontractors and suppliers performing services and/or providing materials under this contract shall be required to obtain a "Unique Entity ID #" (UEI#). To learn more about the SLFRF program please visit Treasury's State and Local Fiscal Recovery Funds website. For information to obtain a UEI# please visit <https://sam.gov/content/home>.

This addendum is accepted and agreed to this ___ day of May, 2024.

[Signature page follows.]

Town of Hamden

By: 
Lauren Garrett, Mayor

Save the Sound

By: 

Leah Lopez Schmalz

Its President

Duly Authorized

Approved as to form.


Legal

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's authorized official

Date: _____

(Print name of person signing above)

(Print title of person signing above)