

TOWN COUNCIL
Town of Trumbull
CONNECTICUT
www.trumbull-ct.gov

TOWN HALL

Trumbull
452-5005

TELEPHONE (203)



AGENDA No .712

- I CALL TO ORDER
- II MOMENT OF SILENCE
- III PLEDGE OF ALLEGIANCE

- IV ROLL CALL
- V APPROVAL OF MINUTES
- VI NEW BUSINESS

DATE: July 1, 2013
TIME: 8:00 P.M.
PLACE: Town Hall

NOTICE is hereby given that the Town Council of the Town of Trumbull, Connecticut will hold a regular meeting Monday, July 1, 2013 at 8:00 p.m. at the Trumbull Town Hall, for the following purpose:

DISCUSSION ITEM:

- Trumbull High School Building Committee Update

-
1. RESOLUTION TC24-139: To consider and act upon a resolution which would approve Grant Thornton as the auditor for the Trumbull High School Renovate-As-New project as recommended by the Trumbull High School Audit Committee and the First Selectman at a cost not to exceed \$65,000 unless approved by the Trumbull Town Council. (L&A)
 2. RESOLUTION TC24-142: To consider and act upon a resolution which would approve the appointment by the First Selectman of James Daly of 26 Pambar Road as a member of the Pension Board for a term extending to December 2, 2014. (Shietenger) (L&A)
 3. RESOLUTION TC24-143: To consider and act upon a resolution which would appropriate \$5,000 from the Fund Balance to Ethics Commission-Professional Services 01010200-522202 (Fiscal Year 2012-2013). (Finance)
 4. RESOLUTION TC24-144: To consider and act upon a resolution which would appropriate \$9,660 from the Fund Balance, \$2,277 to School Health Nursing-Salaries/PT 01060200-501102 (Fiscal Year 2012-2013) and \$7,383 to School Health Nursing -Salaries/Vacation 01060200 -501104 (Fiscal Year 2012-2013). (Finance)

5. RESOLUTION TC24-145: To consider and act upon a resolution which would transfer \$12,598 from Contingency to School Health Nursing-Salaries/FT 01060200-501101 (Fiscal Year 2012-2013). (Finance)
6. RESOLUTION TC24-146: To consider and act upon a resolution which would appropriate \$65,000 from the Fund Balance to Town Hall-Professional Services 01013800-522202 (Fiscal Year 2013-2014). (Finance)

VII ADJOURNMENT

COPY OF THE RESOLUTION ATTACHED HERETO

Carl A. Massaro, Jr., Chairman

Trumbull Town Council

RESOLUTIONS

1. RESOLUTION TC24-139: BE IT RESOLVED, That Grant Thornton is hereby approved as the auditor for the Trumbull High School Renovate-As-New Project as recommended by the Trumbull High School Audit Committee and the First Selectman at a cost not to exceed \$65,000 unless approved by the Trumbull Town Council.
2. RESOLUTION TC24-142: BE IT RESOLVED, That the appointment by the First Selectman of James Daly of 26 Pambar Road as a member of the Pension Board, be and the same, is hereby approved for a term extending to December 2, 2014.
3. RESOLUTION TC24-143: BE IT RESOLVED, That \$5,000 is hereby appropriated from the Fund Balance to Ethics Commission-Professional Services 01010200-522202 (Fiscal Year 2012-2013).
4. RESOLUTION TC24-144: BE IT RESOLVED, That \$9,660 is hereby appropriated from the Fund Balance, \$2,277 to School Health Nursing-Salaries/PT 01060200-501102 (Fiscal Year 2012- 2013) and \$7,383 to School Health Nursing-Salaries/Vacation 01060200-501104 (Fiscal Year 2012-2013).
5. RESOLUTION TC24-145: BE IT RESOLVED, That \$12,598 is hereby transferred from Contingency to School Health Nursing-Salaries/FT 01060200-501101 (Fiscal Year 2012-2013).
6. RESOLUTION TC24-146: BE IT RESOLVED, That \$65,000 is hereby appropriated from the Fund Balance to Town Hall -Professional Services 01013800-522202 (Fiscal Year 2013-2014).

TOWN OF TRUMBULL
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: 6/13/2013
AGENDA: 6-13-03
AMOUNT: \$5,000

2012-2013

(A) APPROPRIATION

FROM: ACCOUNT NO. FROM: Fund Balance \$5,000
ACCOUNT NAME

TO: ACCOUNT NO. 1010200-522202 \$5,000
ACCOUNT NAME Professional services

(B) TRANSFER

FROM: ACCOUNT NO.
ACCOUNT NAME

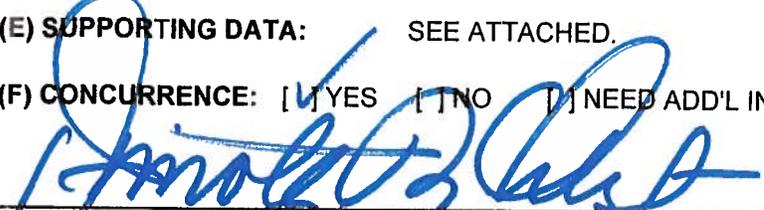
TO: ACCOUNT NO.
ACCOUNT NAME

(C) SUMMARY OF REQUEST: Ethics commission to hire independent legal counsel

(D) REQUESTED BY: Ethics Commission

(E) SUPPORTING DATA: SEE ATTACHED.

(F) CONCURRENCE: YES NO NEED ADD'L INFORMATION


TIMOTHY M. HERBST, FIRST SELECTMAN

(G) BOARD OF FINANCE ACTION:

1. APPROVED ___
2. RECOMMENDED TO TOWN COUNCIL ___
3. TABLED ___
4. DENIED ___
5. OTHER ___
3. TABLED ___
5. OTHER ___

Timothy M. Herbst
First Selectman



Office of the First Selectman
Town Hall
5866 Main Street
Trumbull, Connecticut 06611
203-452-5005

TOWN OF TRUMBULL
CONNECTICUT

Elaine A. Hammers, Chairwoman
Trumbull Board of Finance
Trumbull Town Hall
5866 Main Street
Trumbull CT 06611

May 30, 2013

**Re: Request for Supplemental Appropriation, \$5000.00
Trumbull Ethics Commission, Independent Legal Services**

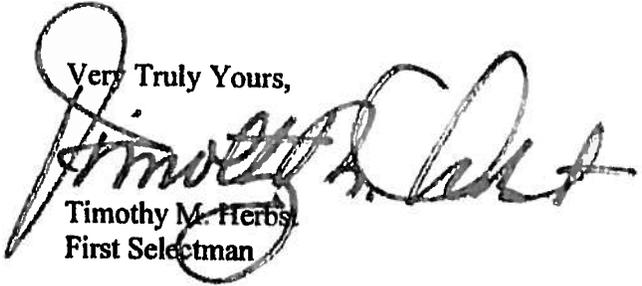
Dear Chairwoman Hammers:

This morning I had the opportunity to confer with Ethics Commission Chairman Thomas Lee concerning the above captioned matter. There is currently pending before the Trumbull Ethics Commission a complaint. In light of the fact that the commission is still in the probable cause adjudication phase, the identity of the complainant and the identity of the respondent have not been made public. I have been advised by the Chairman of the Ethics Commission that a town employee involved with the complaint sought legal counsel from the office of the Town Attorney concerning the complaint that was filed. In that this town employee sought legal advice from the office of the Town Attorney, a conflict of interest exists if and when the Trumbull Ethics Commission requires the assistance of legal counsel in adjudicating the pending claim before their body.

To avoid a conflict of interest and any appearance of impropriety, the Chairman of the Ethics Commission has asked me to request a supplemental appropriation from your board in the event that independent legal services are required. The request is for the amount of five thousand (\$5000.00) dollars. The commission has not collectively determined if this will even be required and there is a chance that the money might not be utilized. However, as Chairman Lee pointed out this morning, it will be critical for the commission to have this funding in place so in the event it is required, the commission will not be faced with any procedural delays that might hamper their ability to timely and effectively adjudicate the complaint

Your prompt attention to this matter is greatly appreciated.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Timothy M. Herbs". The signature is written in a cursive style with a large initial "T" and "H".

Timothy M. Herbs
First Selectman

CC: Carl A. Massaro, Jr., Chairman, Trumbull Town Council
Robert J. Nicola, Trumbull Town Attorney
Dennis J. Kokenos, Trumbull Town Attorney
Thomas E. Lee, Chairman, Trumbull Ethics Commission

TOWN OF TRUMBULL
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: 6/13/2013
AGENDA: 6-13-04
AMOUNT: \$9,660

2012-2013

(A) APPROPRIATION

FROM: ACCOUNT NO.
ACCOUNT NAME

TO: ACCOUNT NO.
ACCOUNT NAME

(B) TRANSFER []

FROM: ACCOUNT NO. \$9,660
ACCOUNT NAME Fund Balance

TO: ACCOUNT NO. 01060200-501102 \$2,277
ACCOUNT NAME Salaries-PT

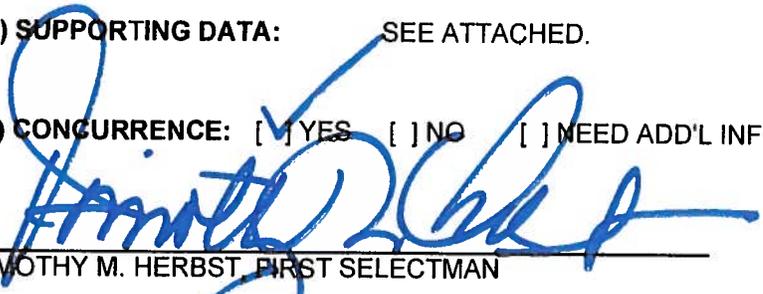
TO: ACCOUNT NO. 01060200-501104 \$7,383
ACCOUNT NAME Salaries-Vacation

(C) SUMMARY OF REQUEST: Due to the vacancy of the Director of Nursing's position

(D) REQUESTED BY: Coleen Figliuzzi, Director of Nursing

(E) SUPPORTING DATA: SEE ATTACHED.

(F) CONCURRENCE: YES NO NEED ADD'L INFORMATION


TIMOTHY M. HERBST, FIRST SELECTMAN

(G) BOARD OF FINANCE ACTION:

1. APPROVED___
2. RECOMMENDED TO TOWN COUNCIL___
3. TABLED___
4. DENIED___
5. OTHER___

TOWN OF TRUMBULL
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: 6/13/2013
AGENDA: 6-13-05
AMOUNT: \$12,598

2012-2013

(A) APPROPRIATION []

FROM: ACCOUNT NO.
ACCOUNT NAME

TO: ACCOUNT NO.
ACCOUNT NAME

(B) TRANSFER [X]

FROM: ACCOUNT NO. 01013800-511160 \$12,598
ACCOUNT NAME Contingency

TO: ACCOUNT NO. 01060200-501101 \$12,598
ACCOUNT NAME Salaries-FT

(C) SUMMARY OF REQUEST: Retirement payout for accumulated sick time.

(D) REQUESTED BY: Coleen Figliuzzi, Director of Nursing

(E) SUPPORTING DATA: SEE ATTACHED

(F) CONCURRENCE: [X] YES [] NO [] NEED ADD'L INFORMATION


TIMOTHY M. HERBST, FIRST SELECTMAN

(G) BOARD OF FINANCE ACTION:

1. APPROVED ___
2. RECOMMENDED TO TOWN COUNCIL ___
3. TABLED ___
4. DENIED ___
5. OTHER ___



06/07/2013 10:21
mpires

TOWN OF TRUMBULL
YEAR-TO-DATE BUDGET REPORT

PG 1
glytdbud

FOR 2013 13

	ORIGINAL APPROP	TRANSFRS/ADJUSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01 GENERAL FUND							
06 EDUCATION							
01060200 SCHOOL NURSES							
01060200 501101 SALARIES-FT/PERMAN	655,964	0	655,964	616,536.27	.00	39,427.73	94.0%
01060200 501102 SALARIES-PT/PERMAN	33,000	0	33,000	33,588.25	.00	-588.25	101.8%
01060200 501104 SALARIES-VACATION	7,395	0	7,395	13,839.50	.00	-6,444.50	187.1%
01060200 501105 SALARIES-OVERTIME	0	0	0	1,535.10	.00	-1,535.10	100.0%
01060200 501106 SALARIES-LONGEVITY	901	0	901	901.00	.00	.00	100.0%
01060200 534401 MATERIALS & SUPPLI	722	0	722	601.27	68.00	.00	100.0%
01060200 534402 PROGRAM SUPPLIES	2,058	0	2,058	1,625.95	.00	432.05	92.7%
01060200 545504 COMMUNICATIONS-POS	120	0	120	120.00	.00	.00	100.0%
01060200 556601 PROFESSIONAL DEV-S	120	0	120	100.00	.00	20.00	83.3%
01060200 556602 PROFESSIONAL DEV-A	240	0	240	.00	.00	240.00	.0%
01060200 567703 TRANSPORTATION-TRA	820	0	820	549.65	.00	270.35	67.0%
01060200 578801 MNINCE/REPAIR SERV	1,397	0	1,397	1,110.44	33.64	252.92	81.9%
TOTAL SCHOOL NURSES	702,737	0	702,737	670,507.43	101.64	32,127.93	95.4%
TOTAL EDUCATION	702,737	0	702,737	670,507.43	101.64	32,127.93	95.4%
TOTAL GENERAL FUND	702,737	0	702,737	670,507.43	101.64	32,127.93	95.4%
TOTAL EXPENSES	702,737	0	702,737	670,507.43	101.64	32,127.93	95.4%
GRAND TOTAL	702,737	0	702,737	670,507.43	101.64	32,127.93	95.4%

** END OF REPORT - Generated by Maria Pires **

6-13-04
6-13-05

TOWN OF TRUMBULL
 ANALYSIS OF NURSES SALARY ACCOUNTS
 FISCAL YEAR ENDING 6/30/2013

TRANSFER NUMBER	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	BUDGET	ACTUAL AT 6/5/2013	AVAILABLE BALANCE (OVER) UNDER	PROJECTED TO END OF YEAR	UNDER (OVER) BUDGET	** CONTINGENCY 6-13-05	UNDER (OVER) BUDGET	SUPPL 6-13-04	BALANCE AFTER TRANSFER & SUPP
06-03-04	<u>PUBLIC NURSES</u>										
06-03-05	Salaries-FT	01060200-501101	655,964.00	657,945.27	39,427.73	52,025.00	(12,597.27)	12,598.00	0.73		0.73
	Salaries-PT	01060200-501102	33,000.00	33,588.25	(588.25)	1,688.00	(2,276.25)		(2,276.25)	2,277.00	0.75
	Salaries-vacation	01060200-501104	7,395.00	13,839.50	(6,444.50)	938.00	(7,382.50)		(7,382.50)	7,383.00	0.50
FEMA	Salaries-overtime	01060200-501105	-	1,535.10	(1,535.10)	-	(1,535.10)		(1,535.10)	-	(1,535.10)
			696,359.00	706,908.12	30,859.88	54,651.00	(23,791.12)	12,598.00		9,660.00	(1,533.12)
	* Employee charged to incorrect account										
	** Retired nurses sick time payout										

TOWN OF TRUMBULL
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: 6/13/2013
AGENDA: 6-13-12
AMOUNT: \$65,000

2012-2013

(A) APPROPRIATION

FROM: ACCOUNT NO.
ACCOUNT NAME

TO: ACCOUNT NO.
ACCOUNT NAME

(B) TRANSFER []

FROM: ACCOUNT NO.
ACCOUNT NAME Fund Balance \$65,000

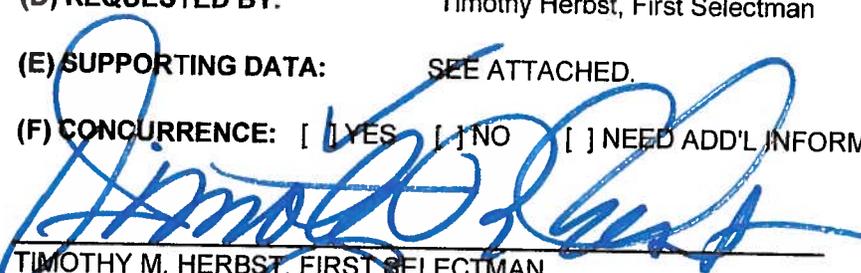
TO: ACCOUNT NO. 01013800-522202
ACCOUNT NAME Professional services \$65,000

(C) SUMMARY OF REQUEST: Forensic Audit of the THS-As New

(D) REQUESTED BY: Timothy Herbst, First Selectman

(E) SUPPORTING DATA: SEE ATTACHED.

(F) CONCURRENCE: [] YES [] NO [] NEED ADD'L INFORMATION


TIMOTHY M. HERBST, FIRST SELECTMAN

(G) BOARD OF FINANCE ACTION:

1. APPROVED ___
2. RECOMMENDED TO TOWN COUNCIL ___
3. TABLED
4. DENIED ___
5. OTHER ___

ADDENDUM to AGREEMENT

WHEREAS, Grant Thornton wishes to provide certain services to the Town in connection with (“Event”) including, but not limited to, Special Forensic Audit Services, Trumbull Like New Renovation Phase I and Phase II

WHEREAS, the Town wishes Grant Thornton to provide said services;

NOWTHEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, the Parties agreed to the following addendum:

1. This Agreement is for audit services performed in connection to the Trumbull High School Like New Renovation project.

2. Representations and Warranties. Grant Thornton hereby represents and warrants the following to the Town:

(a) Grant Thornton performance of any and all services pursuant to this Agreement shall be compliance with all applicable federal, state and local laws, statutes, ordinances, orders, rules and/or regulations.

(b) Grant Thornton is authorized and empowered to enter into this Agreement, and that the terms and provisions of this Agreement are binding upon it and do not conflict with any other Agreement, regulation, law or order to which it is a party or by which it is bound.

(c) Grant Thornton’s execution and delivery of this Agreement and compliance by Grant Thornton with all of the provisions of this Agreement: (i) are within Grant Thornton’s authority and powers, (ii) will not conflict with or result in any breach of or constitute a default under any resolution, contract, articles of organization or other instrument to which Grant Thornton is a party or by which it may be bound or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency having jurisdiction over Grant Thornton or any of its activities or properties, and (iii) have been duly authorized by all necessary action on the part of Grant Thornton, so that upon execution by all Parties thereto, this Agreement will constitute a valid and binding contract of Grant Thornton enforceable upon Grant Thornton in accordance with its respective terms herein.

(d) To the best of Grant Thornton’s information and belief, there are no actions, suits, proceedings, inquiries or investigations pending or threatened against or affecting Grant Thornton in any court or before any governmental authority or tribunal which might materially and adversely affect Grant Thornton’s ability to perform its obligations under this Contract.

(e) The services to be provided by, Grant Thornton and its subcontractors, officers, employees, agents or representatives shall be fully performed in a skillful and workmanlike manner.

(f) Grant Thornton and its subcontractors, officers, employees, agents or representatives are duly qualified, capable, and experienced to perform the services set forth herein.

(g) Grant Thornton (i) is not in receivership or contemplating same, (ii) has not filed for bankruptcy, and (iii) is not currently delinquent with respect to payment of property taxes in any state.

4. Compliance and Reliance. In connection with Grant Thornton's representations, warranties and covenants set forth hereinabove; the Town reserves the right to perform reasonable periodic monitoring (including on-site monitoring) of Grant Thornton's compliance with the terms of this Agreement and the adequacy and timeliness of Grant Thornton's performance hereunder and thereunder. Grant Thornton expressly acknowledges that the Town has relied on Grant Thornton's representations, warranties and covenants concerning its subcontractors, officers, employees, agents or representatives who will be performing the services this Agreement, including, without limitation, their experience and qualifications, and that if any other person is to replace any such subcontractor, officer, employee, agent or representative, such person shall have equivalent qualifications and experience. Grant Thornton agrees to and shall provide the Town with such information regarding the qualifications of its subcontractors and staff, including professionals and others, as is reasonably required by the Town to verify that present and subsequent activities and services are being rendered by competent and trained personnel.

5. Conditions. Grant Thornton shall cause all its employees, agents, representatives and subcontractors to abide by all rules and regulations prescribed the Town governing all of Grant Thornton's operations.

6. Insurance. Grant Thornton, at its sole cost and expense, shall obtain and maintain continuously at all times its occupies and uses the premises pursuant to this Addendum insurance naming the Town as an additional insured with a carrier licensed to do business in the State of Connecticut and meeting the minimum coverage limits and other requirements set forth on the attached Schedule A.

7. Indemnity and Hold Harmless.

(a) Grant Thornton shall indemnify, defend, save and hold harmless the Town, including but not limited to, its elected officials and officers, employees, representatives and agents (collectively, the "Municipal Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' and consultants' fees, and will defend the Municipal Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property arising out of (i) Grant Thornton performance or non-performance of its obligations under this Agreement, (ii) the breach of any obligation of Grant Thornton contained in this Agreement, or (iii) any misrepresentation or breach of warranty by Grant Thornton contained in this Agreement. Notwithstanding anything herein to the contrary, Grant Thornton shall not, however, be required to reimburse or indemnify any Municipal Indemnified Party for loss or claim arising out of the willful misconduct, recklessness, or negligence of such Municipal Indemnified Party, and the Municipal Indemnified Party whose willful misconduct, recklessness, or negligence is adjudged by a court of competent jurisdiction to have caused such loss or claim

will reimburse the Grant Thornton (without duplication) for the costs of defending any suit as required above.

(b) A Municipal Indemnified Party shall promptly notify Grant Thornton of the assertion of any claim against it for which it may be entitled to be indemnified hereunder, shall give Grant Thornton the opportunity to defend such claim with legal counsel reasonably acceptable to such Municipal Indemnified Party, and Grant Thornton shall not settle such claim without the approval of the Municipal Indemnified Party, which approval shall not be unreasonably withheld. In addition to such legal counsel retained by Grant Thornton, a Municipal Indemnified Party shall have the right to employ separate counsel in response to the assertion of any claim against it for which it may be entitled to indemnification hereunder, but the fees and expenses of such counsel shall be paid by the Municipal Indemnified Party.

(c) In claims against any Municipal Indemnified Party by an employee of Grant Thornton, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Grant Thornton or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

(d) The foregoing indemnification provisions are for the protection of the Municipal Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

8. Independent Contractor. Nothing contained in this Agreement is intended to create or establish, or shall be construed as creating or establishing the relationship of employer/employee or as constituting Grant Thornton as the agent or representative of the Town for any purpose, or in any manner whatsoever. Grant Thornton shall act hereunder as an independent contractor. Grant Thornton shall be responsible for his own federal and state income, social security and unemployment taxes and shall not be eligible to participate in any retirement, medical, health, disability or other plan or arrangement sponsored by the Town. Grant Thornton shall remain liable for all work or actions performed by its subcontractors, employees, and agents in the provision of activities and services to be performed pursuant to this Agreement, and the Town shall not be liable for the payment of any wages, materials or other expenses of any subcontractor, employee and/or agent of. Grant Thornton Grant Thornton agrees and hereby shall indemnify, defend, save and hold harmless the Town from any such claims; provided, however, that no portions of the Agreement activities and/or services may be subcontracted to an entity that is not a subsidiary or affiliate of Grant Thornton in the first instance unless: (1) the Town shall give prior written approval to such subcontract in writing, which approval shall not be unreasonably withheld; (2) any document incorporated into any such subcontract shall be approved as to form and legality by the Town; (3) all of the terms, covenants, conditions and provisions of this Agreement shall have been incorporated in such subcontract, and the subcontractor shall have agreed in writing to assume, perform and be bound by all of the terms, covenants, conditions and provisions of this Agreement, including, without limitation, the representations as to its expertise set forth in this Agreement. In the event of Grant Thornton

default, the Town, at its option, shall be granted an assignment of the duties and obligations of the subcontractors to perform the Agreement activities and services.

9. Default. Any of the following occurrences shall be deemed a default by the Grant Thornton pursuant to this Agreement: (i) failure of the Grant Thornton to perform or meet any of its duties or obligations pursuant to this Agreement; and/or (ii) failure of Grant Thornton observe any of the covenants, conditions or contracts required on the part of the pursuant to this Grant Thornton Agreement; and/or (iii) if Grant Thornton makes general assignment of this Agreement for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) calendar days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) calendar days or more.

10. Force Majeure. If either Party shall be unable to carry out any part of its obligations under this Agreement due to causes beyond its control ("Force Majeure"), including but not limited to an act of God, strikes, lockouts or other industrial disturbances, acts of public enemies, orders or restraints of any kind of the government of the United States or any state or any of their departments, agencies, or officials, or any other civil governmental, transportation delays, military or judicial authority, war, blockage, insurrection, riot, sudden action of the elements, fire, explosion, flood, earthquake, storms, drought, landslide, or explosion or nuclear emergency, this Agreement shall be voidable at the option of the party unable to carry out any part of its obligations under this Agreement due to such causes.

11. Termination. The Town shall have the right to terminate this Agreement for failure by the Grant Thornton to properly perform under the terms of this Agreement which such failure shall be determined at the sole and absolute discretion of the Town.

12. Choice of Law. This Agreement shall be interpreted pursuant to laws of the State of Connecticut.

13. Entire Agreement. This Agreement represents the entire integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral, between the Parties. This Agreement shall only be amended only by written instrument signed by all parties hereto with the formality in which this Agreement was entered into. If any provision of this Agreement is held to be invalid under applicable law, the remaining provisions shall remain in full force and effect.

Dated this ____ day of _____, 2013

Grant Thornton
Duly Authorized

By
Its

Town of Trumbull

Timothy Herbst,
Its First Selectman duly authorized

Schedule A

MINIMUM INSURANCE REQUIREMENTS

Grant Thornton shall provide the Town a Certificate of General Liability Insurance prior to the start of any occupancy and/or use of the premises and/or services and agrees to maintain at their expense such insurance with companies qualified to do business in Connecticut and acceptable to the Town. The certificate of insurance should be furnished to Town at least 14 days prior to the occupancy and/or use of the premises and/or services being provided by Grant Thornton pursuant to this Agreement. All insurance carriers must be licensed in Connecticut with an AM Best rating of A- or better.

Required Minimum Limits of Insurance:

1. Comprehensive Commercial General Liability Insurance of not less than \$5,000,000 in the aggregate and \$5,000,000 per occurrence including \$5,000,000 of personal injury liability coverage, \$1,000,000 property damage liability coverage and \$5,000,000 of bodily injury coverage.



June 3, 2013

Timothy M. Herbst, First Selectman
Town of Trumbull Connecticut
5866 Main Street

Grant Thornton LLP
50 Exchange Terrace
Suite 200
Providence, RI 02903
T 401-274-1200
www.GrantThornton.com

***RE: Special Forensic Audit Services – Trumbull High School Like New Renovation
Phase I & II***

Dear First Selectman Herbst:

This letter and **Attachment A**, which are integral parts of the whole (collectively, the “Agreement”), document the understanding between the Town of Trumbull, Connecticut (“Town” or “you”) and Grant Thornton LLP (“Grant Thornton LLP”, “we” or “us”) for certain accounting consultation services, reports and other deliverables defined below (the “Services”).

Scope of Services

We will provide forensic accounting and related services in connection with an internal investigation being conducted by the Town. Our work, to be performed under your direction, is to consist of any or all of the following: reviewing and analyzing certain books, records, agreements and correspondence; collecting evidence; performing public record searches; and consulting with you in areas where you require our assistance. We will conduct interviews of selected employees, committee members and other related parties. The scope of our services is outlined on pages 12 and 13 of our proposal dated March 6, 2013.

We will consult with you in areas where you require our assistance. At your request, we will provide a written report covering our procedures and findings. In addition, at your request, we will supply expert testimony at deposition, trial or other hearings. Any expert testimony is not included in the fee quotation outlined below.

Our report, including summaries, schedules and working papers of any kind generated in connection with our Services, (and testimony) shall not be used or disseminated for any other purpose other than to assist you in your investigation without our prior written consent.

Grant Thornton LLP shall be obligated only for the Services described in this Agreement and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. Further, Grant Thornton LLP's obligation shall not extend to any subsequent periods for which we are not engaged. To the extent all specific details of the engagement are not so documented, Grant Thornton LLP and the Town shall work diligently and in good faith to document them at the request of either party.

Our services may include searching public records including court filings, real estate records, criminal records and so forth. You understand that such public records are often incomplete, not current and may contain errors. The Town will not hold us responsible for any loss or liability that may result from the non-discovery of any information that might have an influence on this matter.

We are not aware of any situations that, in our view, would constitute a conflict of interest or would inhibit our ability to objectively provide assistance in the above matter. We take no responsibility for monitoring for possible conflicts that could arise during the course of the engagement, although we will inform you promptly should any come to our attention.

We understand that all communications between Grant Thornton LLP personnel regarding this engagement and Town personnel, as well as any materials or information developed or received by us pursuant to this Agreement, whether oral or written, may be protected by applicable legal privileges and, therefore, will be treated as confidential. Accordingly, we agree, except as required by applicable law, regulation, court or governmental order or process, or demand of accounting oversight body, not to disclose any of our communications, or any of the information we receive or develop in the course of performing the Services, to any third party apart from such third parties as you may designate. If access to any of the materials in our possession relating to this Agreement is sought by a third party, we will promptly notify you of such action, tender to you our defense in connection with the response to such a request and cooperate with you concerning the response thereto.

Fees

Our fee for the services outlined on pages 12 and 13 of our proposal dated March 6, 2013 are \$65,000 (total dollar cost proposal).

You will be invoiced from time to time for our Services that are outside the specified scope and are not covered by the total dollar cost proposal at the following hourly rates:

Partners	\$375
Managers	\$250
Supervisory Professionals	\$175
Other Professionals	\$150

The Town will pay each bill within 20 days of receipt. We will also bill you for our out of pocket expenses such as transportation, mileage, delivery or courier services. From time to time we increase our scheduled fees; we agree to maintain the fee schedule shown above for the first six months of this assignment. If you disagree with or question any amount on any of our invoices, you shall communicate such disagreement to us in writing within 30 days of the invoice date. Any claim not made or disagreement not raised within that period shall be deemed waived.

Payment of our fees is not contingent on the outcome of this matter. If we request, the Town agrees to make full payment of your account before we express any opinion, issue any report or provide any testimony. We may stop work or terminate this engagement at any time in the

event of non-payment. Because of the nature of this type of engagement, we may invest a considerable amount of time before generating a report or other deliverable. We may stop work for a number of reasons, including but not limited to your request. In the event we stop work, you agree to pay our fees and expenses for all Services performed through the date work is stopped, whether or not we have produced any deliverables.

This engagement includes only the Services. We will bill separately at our standard rates for any costs, expenses and time spent in legal and regulatory matters or proceedings arising from this Agreement, such as subpoenas, testimony, bankruptcy fee filings and consultation involving private litigation, arbitration and/or government or industry regulation inquiries, whether made at your request, the request of a third party or by subpoena or the like. The Town shall pay such billings.

Other Matters

This Agreement sets forth the entire understanding between and among the parties regarding the Services and supersedes all prior and contemporaneous agreements, arrangements and communications and may not be modified or amended except by the mutual written agreement of the parties. If any portion of this Agreement is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

Please confirm your acceptance of this Agreement (including **Attachment A**, which is an integral part of the Agreement) by signing below and returning a signed copy. We will start work on this engagement once we receive a signed copy of this Agreement. If we do not receive the signed Agreement and our retainer within 30 days from the date of this Agreement, this offer to perform services will be withdrawn and terminated. We appreciate the opportunity to serve you.

Very truly yours,

GRANT THORNTON LLP

Catherine M. Parente

Partner

Enclosure

Accepted and Agreed:

Town of Trumbull Connecticut

Timothy M. Herbst, First Selectman

Date: _____

▪ Attachment A – Additional Terms

The terms in this Attachment A apply to the Agreement dated *June 3, 2013* for the Services to be provided by Grant Thornton LLP to Town of Trumbull Connecticut (“Town”). In the event that there is a conflict between the Agreement and this Attachment A, the terms of this Attachment A shall control. Any capitalized terms herein that are undefined shall have the meaning assigned to them elsewhere in the Agreement.

1 Ability to Perform

None of the parties to this Agreement shall be liable for any delay or failure in performance due to circumstances beyond its reasonable control. However, it is possible that because of unexpected circumstances we may determine that we cannot complete our Services. If, in our professional judgment, such circumstances exist, we may resign from this engagement prior to completion without incurring any liability to you. In addition, Grant Thornton LLP reserves the right to in whole or in part decline to perform Services if information comes to our attention indicating that performing any Services could cause us to be in violation of applicable law, regulations or standards or in a conflict of interest, or to suffer damage to our reputation.

2 Standards of Performance

- a The parties acknowledge that this engagement will involve analysis, judgment and other performance from time to time in a context where the participation of the parties or others is necessary, where answers often are not certain or verifiable in advance and where facts and available information change with time. Accordingly, evaluation of Grant Thornton LLP’s Services shall be based solely on its substantial conformance with any standards or specifications expressly set forth in this Agreement and all applicable professional standards, and any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown. Unless the parties agree otherwise, in writing, Grant Thornton LLP shall have no responsibility to update any of its work after its completion.
- b All Services will be rendered under the supervision of qualified staff in accordance with the terms and conditions set forth herein. Grant Thornton LLP makes no other representation or warranty regarding the Services; in particular, and without limitation of the foregoing, any express or implied warranties arising by custom or usage in the profession, and warranties arising by operation of law are expressly disclaimed.
- c Our Services will be provided in accordance with the Statement on Standards for Consulting Services promulgated by the American Institute of Certified Public Accountants and, accordingly, do not constitute a rendering by Grant Thornton LLP or its partners or staff of any legal advice, nor do they include the compilation, review or audit of financial statements. Because our Services are limited in nature and scope, they cannot be relied upon to discover all documents and other information or provide all analyses that may be of importance in this matter. For example, any procedures we perform cannot be relied upon to give assurance that any defalcations or fraudulent transfers that might have taken place will be discovered. The Town will not hold us responsible for any loss or liability that may result from the non-discovery of any matters that might have an influence on this matter.

3 Risk Allocation

- a With respect to the Services, the liability of Grant Thornton LLP and its present and former partners, principals, directors, employees and agents for any claim, including but not limited to negligence, shall not exceed the fees it receives hereunder for the portion of the work giving rise to such liability. Nor shall Grant Thornton LLP and its present and former partners, principals, directors, employees and agents be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, taxes, interest, tax penalties, savings or business opportunity. In addition, we will have no liability to the Town, or any third party by reason of any action taken or omitted by us in good faith relating to our Services.
- b The Town shall indemnify and hold harmless Grant Thornton LLP and its present and former partners, principals, directors, employees and agents for any liability, damages, fees, expenses and costs (including defense costs) associated with any third-party claim arising from or relating to (i) misrepresentations by the Town or (ii) false or incomplete information provided to Grant Thornton LLP in the performance of its Services.
- c The terms of this paragraph and the preceding paragraph shall apply regardless of the nature of any claim asserted (including but not limited to contract, statute, tort, strict liability or any form of negligence, whether of the Town, Grant Thornton LLP, or others, except for Grant Thornton LLP's gross negligence or willful misconduct) and whether or not Grant Thornton LLP was advised of the possibility of the damage or loss asserted, but such terms shall not apply to the extent finally determined to be contrary to any applicable law. Such terms shall also continue to apply after any termination of this Agreement and during any dispute between the parties.

4 Successors and Affiliates

- a Except to the extent expressly provided hereto to the contrary, no third-party beneficiaries are intended under this Agreement.
- b This Agreement is binding on each party hereto and on each of its successors, assigns, heirs, legatees and legal representatives.
- c The Town shall not assign any rights, obligations or claims relating to this Agreement.

5 Electronic Communications

During the course of our engagement, we may need to electronically transmit confidential information to each other and to third-party service providers or other entities engaged by Grant Thornton LLP or the Town. Electronic methods include telephones, cell phones, e-mail, and fax. These technologies provide a fast and convenient way to communicate. However, all forms of electronic communication have inherent security weaknesses, and the risk of compromised confidentiality cannot be eliminated. The Town agrees to the use of electronic methods to transmit and receive information, including confidential information.

6 Outsourcing to Third Parties

Grant Thornton LLP is the U.S. member firm of Grant Thornton International (“GTI”), a global organization of member firms in over 100 countries. From time to time, the partners and staff of the member firms may assist in the professional services being rendered.

Member firms are not members of one international partnership or otherwise legal partners with each other. There is no common ownership, control, governance, or agency relationship between member firms. The Town agrees that information provided by the Town may be disclosed to a member firm or a third-party service provider, including other accounting firms that may not be members of GTI, solely for purposes of performing our professional services.

In providing the Services, Grant Thornton LLP intends to engage the following third-party service providers to assist us as follows:

Pan American Consulting Services, LLC, Thomas C. Hardin, CPE, LEED-AP. Mr. Hardin will operate as a subcontractor to Grant Thornton LLP and will provide Construction Consulting Services on this project.

The Town hereby authorizes us to disclose information to the above named third-party service providers.

7 Hiring of Personnel

When we lose a valued member of our engagement team, we incur significant expenses in hiring and training replacements. Accordingly, during the term of this engagement and for a period of one (1) year after the Services are completed, the Town agrees not to solicit, directly or indirectly, or hire any of our personnel who participate in this engagement without our express written consent. If this provision is violated, the Town will pay Grant Thornton LLP a fee equal to the hired person’s annual salary in effect at the time of the violation to reimburse the costs of hiring and training replacement personnel.

8 Privacy

Grant Thornton LLP is committed to protecting personal information. We will maintain such information in confidence in accordance with professional standards and governing laws. Therefore, any personal information provided to us by the Town will be kept confidential and not disclosed to any third party unless expressly permitted by the Town or required by law, regulation, legal process, or professional standards. The Town is responsible for obtaining, pursuant to law or regulation, consents from parties that provided the Town with their personal information, which will be obtained, used, and disclosed by Grant Thornton LLP for its required purposes.

9 General Matters

- a The documentation (including the working papers) of the Services is the property of Grant Thornton LLP and constitutes confidential information. We will retain the documentation in accordance with our document retention policies, which may be amended from time to time.
- b Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency or fiduciary relationship.
- c Any controversy or claim arising out of or relating to the Services or related fees shall first be submitted to voluntary mediation. A mediator will be selected by agreement of the parties, or if the parties cannot agree a mediator acceptable to all parties will be appointed by the American Arbitration Association.

The mediation will proceed in accordance with the customary practice of mediation. In the unlikely event that such differences cannot be resolved by mediation, the parties recognize that the matter will probably involve complex business issues that would be decided most equitably by a judge hearing the evidence without a jury. Accordingly, the parties agree to waive any right to a trial by jury in any action, proceeding or counterclaim arising out of or relating to the Services and the related fees.

If the above jury trial waiver is determined to be prohibited by applicable law, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Grant Thornton office providing the Services is located unless the parties mutually agree to a different location.

The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the American Arbitration Association ("AAA"), except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator.

The arbitrator will be selected from AAA, JAMS, the International Institute for Conflict Prevention & Resolution or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to terminate or waive mediation, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary, equitable relief and will not have the right to award punitive damages.

The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential mediation or arbitration

- d This Agreement, including its formation and the parties' respective rights and duties, and all disputes that might arise from or in connection with this Agreement or its

subject matter shall be governed by and construed in accordance with the laws of Illinois, without giving effect to conflicts of laws or rules.