

*Robert J. Pasek*

EAST HARTFORD TOWN COUNCIL

TOWN COUNCIL CHAMBERS

2022 JAN 10 AM 9:08

JANUARY 4, 2022

TOWN CLERK  
EAST HARTFORD

PRESENT Chair Richard F. Kehoe, Majority Leader Sebrina Wilson, Minority Leader John  
In Chambers Morrison, Councillors Angela Parkinson (via Teams/Phone), Awet Tsegai,  
Harry O. Amadasun, Jr., Thomas Rup and Travis Simpson

ABSENT Vice Chair Donald Bell, Jr.

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:56 p.m. The Chair stated that this meeting was also available to the public through the "Teams" platform. He then announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

Ceremonial Swearing in of Harrison O. Amadasun, Jr., Town Councillor

Robert Pasek, Town Clerk, read the oath of office to Harry Amadasun, Jr. Mr. Amadasun's appointment was effective as of 12/22/2021.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Mayor Walsh commented on (1) The increase in positive cases for COVID 19 in East Hartford (2) 3,768 test kits were provided by the State of Connecticut on Saturday, January 1, with initial allocation focused on staff and children through the East Hartford Public Schools (3) Town-Wide Communication regarding the acquisition and distribution of COVID 19 Test Kits. Roughly 2000 test kits will be distributed at East Hartford High School located at 869 Forbes St on January 6<sup>th</sup> from 11 a.m.- 1 p.m. One test kit will be provided per vehicle (4) 198,000 KN 95 masks were received by the Fire Department and have been made available to the public via the Town Library and Health Department Office (5) A public statement via social media will be made January 5 that WILL NOT mandate mask wearing but "encourage" the behavior (6) Revaluation of properties has been completed. Increases in values will likely lead to a significant reduction in the mill rate. Property taxes will not increase at the same percentage as the increased value of a taxpayer's property.

Appointment of Jason Marshall, Town Council Clerk

MOTION By Awet Tsegai  
seconded by John Morrison  
to **appoint** Jason Marshall as Town Council Clerk,  
effective January 3, 2022.  
Motion carried 8/0.

## APPROVAL OF MINUTES

### December 14, 2021 Executive Session

MOTION By Sebrina Wilson  
seconded by Tom Rup  
to **approve** the minutes of the December 14, 2021 Executive Session.  
Motion carried 8/0.

### December 14, 2021 Regular Meeting

MOTION By Sebrina Wilson  
seconded by Travis Simpson  
to **approve** the minutes of the December 14, 2021 Regular Meeting.  
Motion carried 8/0.

## COMMUNICATIONS AND PETITIONS

### 2021-2023 Committee Assignments

The Chair announced the following assignments for 2021-2023:

#### **Economic Development – Voting Members**

Angie Parkinson  
John Morrison

#### **Public Building Commission – Voting Members**

Rich Kehoe  
John Morrison

#### **Education, Board of (Liaisons)**

Rich Kehoe  
Tom Rup

#### **Riverfront Recapture (Liaison)**

Sebrina Wilson

#### **Pension & Retiree Benefit Board – Voting** Harry Amadasun

#### **M.D.C. (Liaison)** Awet Tsegai

#### **Housing Authority (Liaisons)**

Harry Amadasun  
John Morrison

#### **Real Estate Acquisition & Disposition Comm.**

Angie Parkinson, Temp Chair  
Awet Tsegai  
Tom Rup

#### **Personnel & Pensions**

Awet Tsegai, Chair  
Harry Amadasun  
Tom Rup

#### **Budget Committee**

Don Bell, Temp Chair  
Sebrina Wilson  
Tom Rup

#### **Fees Committee**

Awet Tsegai  
Harry Amadasun  
Travis Simpson

#### **Tax Policy Committee**

Angie Parkinson, Temp Chair  
Don Bell  
Travis Simpson

#### **Investigation & Audit Committee**

Awet Tsegai, Temp Chair

#### **Town Owned Property Other Than RE**

Awet Tsegai, Temp Chair

Sebrina Wilson  
Travis Simpson

Rich Kehoe  
Travis Simpson

**Ordinance Committee**  
Rich Kehoe, Temp Chair  
Sebrina Wilson  
John Morrison

**Community Engagement**  
Don Bell, Temp Chair  
Angie Parkinson  
John Morrison

## NEW BUSINESS

### Opt-Out of Public Act 21-29 re: Accessory Dwelling Units

**MOTION** By Awet Tsegai  
seconded by John Morrison  
that pursuant to Sec 6 of PA 21-29, the Town Council concurs with the decision of the East Hartford Planning and Zoning Commission to opt out of the provisions of Public Act 21-29 regarding accessory dwelling units.  
Motion carried 8/0.

Jeffrey Cormier, Town Planner, provided a video presentation with an overview of Sec 6 of Public Act 21-29, describing the positive and negative aspects of accessory dwelling units and detailing potential actions to be taken by the town, including the "Opt Out" provision which requires a 2/3 majority vote by the Planning and Zoning Commission (previously voted at 5-2 majority at the P&Z meeting on 12/8/2021) as well as a 2/3 majority vote by the Council.

### Tax Lien Sale and Bid Waiver – 109 Prospect Street

**MOTION** By Angie Parkinson  
seconded by Tom Rup  
that pursuant to Section 10-7 (c) of the East Hartford Code of Ordinances, the Town Council waive the bidding requirements of Section 10-7(b) and approve the assignments of subsequent tax liens on the Grand List Years of 2015-2017 sold to FIG as a result of the 2019 RFP process in the amount of \$13,137.98 and further authorize the Administration to assign any future liens to FIG, the vendor currently holding the prior year tax lien.  
Motion carried 8/0.

### Setting a Public Hearing Date of February 1, 2022 @ 7:00pm in Council Chambers re:

### The Sale of a 1' wide Strip of Land along Congress Street to Governor St Partners LLC

**MOTION** By Angie Parkinson  
seconded by Awet Tsegai  
that pursuant to Section 7-163e of the Connecticut General Statutes, the Town Council set a public hearing date of February 1, 2022 @ 7:00pm in Town Council Chambers as well as via the Teams platform, to hear public

comment on the sale of a 1' wide strip of land along Congress Street as shown on a map entitled "N/F Town of East Hartford see Volume 574, page 247 (parcel 2) 1' wide reserved strip along Congress Street".  
Motion carried 8/0

Sale of 550-560 Burnside Avenue to Habitat for Humanity of North Central Connecticut, Inc.

MOTION By Angie Parkinson  
seconded by Awet Tsegai  
to set a public hearing date of February 1, 2022 @ 7:00pm in Town  
Council Chambers as well as via the Teams platform, to hear public  
comment the sale of 550-560 Burnside Avenue by the East Hartford  
Redevelopment Agency to Habitat for Humanity of North Central  
Connecticut, Inc. (f/k/a Hartford Area Habitat for Humanity, Inc.)  
Motion carried 8/0

Setting a Special Meeting Date of January 25<sup>th</sup> @ 7:00pm in Council Chambers re:

Acquisition Of Parcels Of Land That Comprise Applegate Lane And Abutting Properties And Dedication As A Town Road

MOTION By Angie Parkinson  
seconded by John Morrison  
to set a Special Meeting date of January 25<sup>th</sup> @ 7:00 pm in Council  
Chambers to accept Applegate Lane as a public street as required  
pursuant to Connecticut General Statutes Section 13a-48.  
Motion carried 8/0

## Acquisition Of Parcels Of Land That Comprise Brookside Lane And Dedication As A Town Road

MOTION By Angie Parkinson  
seconded by John Morrison  
to set a Special Meeting date of January 25<sup>th</sup> @ 7:00 pm in Council  
Chambers to accept the acquisition of parcels of land that comprise  
Brookside Lane and the dedication of Brookside Lane as a town road as  
required pursuant to General Statutes section 13a-48.  
Motion carried 8/0

2022 Justice Assistance Grant Program (JAG)

MOTION By Awet Tsegai  
seconded by John Morrison  
to **adopt** the following resolution:

WHEREAS the State of Connecticut Office of Policy and Management (OPM) is providing grant funds to eligible municipal police departments to fund violent crime prevention and public safety improvements through



December 8, 2021.

Motion carried 8/0.

*A copy of the job description follows these minutes.*

Appointments to Boards and Commissions:

MOTION By Harry Amadasun  
seconded by Awet Tsegai  
to **approve** the appointments of:

- Paul Barry, 23 Candlewood Drive, to the Veterans Commission; term to expire December 2023; and
- Rachel Botts, 131 Jessica Drive, to the Commission on Services for Persons with Disabilities; term to expire December 2023.

Motion carried 8/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Travis Simpson requested more detail on administration's actions regarding the recent distribution of Covid-19 test kits and KN-95 masks and proposed consideration of focused distribution of tests to the Senior Center and elderly residents. Connor Martin, Chief of Staff, *shared details of the distribution plan that included day care facilities, housing authority properties, homeless shelters, food banks and the senior center. Later in the meeting, Mayor Walsh further detailed actions taken.*

Thomas Rup requested an update on the purchase of the Charter Oak Plaza Property, located on Silver Lane. *Later in the meeting, Mayor Walsh responded that action on Silver Lane is in negotiations, further sharing that development plans for Silver Lane Plaza are in the works. Charter Oak Plaza is being sold though the closure of Stop and Shop has caused some further negotiations between the seller and buyer. The Town will be kept informed as to developments in this transaction between two private entities.*

Awet Tsegai requested an update on the status of hiring for town Blight Inspectors. Connor Martin *confirmed the hiring of Matthew Lauf on a part time, temporary basis and later in the meeting, Mayor Walsh confirmed that a second temporary hire had also been made.*

Awet Tsegai requested an update on the status of the renovation project of Veterans Memorial Clubhouse as the town received \$4 million in state bond funds for the project. *Later in the meeting, Mayor Walsh discussed the options and potential partnerships and indicated that the Town Hall meeting scheduled for January 19, 2022 from 6-8 p.m. will include a discussion of the project.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Workers' Compensation Claim of former Town Employee, Thomas Jascowski

MOTION By Sebrina Wilson



**MAINTENANCE AGREEMENT**

Between

**THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION**

And

**THE TOWN OF EAST HARTFORD**

THIS AGREEMENT, concluded at Newington, Connecticut, this . . day of . . , A.D., 2021, by and between the State of Connecticut, Department of Transportation, Joseph Giuliatti, Commissioner, acting herein by Barry Julian, District Director, duly authorized, hereinafter referred to as the "State", and the Town of East Hartford, having its principal place of business at 740 Main Street, East Hartford, Connecticut 06118 acting herein by Michael P. Walsh, Mayor of the Town of East Hartford, hereunto duly authorized, hereinafter referred to as the "Second Party", collectively referred to as the "Parties".

WITNESSETH, THAT:

WHEREAS, the Second Party has requested permission of the State to work within the State highway right of way, for the installation of 1 painted mural or other aesthetic art, under Route 2 on the back wall of Bridge #00372 on 235 East River Drive in the Town of East Hartford, hereinafter referred to as the "Project";

WHEREAS, the initial installation and maintenance will be performed by the Municipality and /or there subcontractors;

WHEREAS, the Project is more fully described and defined in the following documents:

(a) Encroachment Permit No. 1021692;

(b) Drawing entitled: Community Arts Mural Project

all of which are hereinafter referred to as the "Supporting Documents" and are hereby made a part of this Agreement, either by reference thereto or by incorporation herein; and



WHEREAS, the State has the authority to enter into this Agreement pursuant to Sections 13a-247, 13b-17, and 13b-24 of the General Statutes of Connecticut, as revised.

NOW, THEREFORE, KNOW YE, that the State and the Second Party mutually agree as follows: **SECTION 1. DEFINITIONS:**

The term "Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term "Second Party Parties" as used herein is defined as a Second Party'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 Second Party is in privity of oral or written contract and the Second Party intends for such other person or entity to perform under the Agreement in any capacity.

The term "Project" as used herein is defined in the Whereas clauses. The Term "DOT" is defined as "The Department of Transportation". The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Second Party in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

## **SECTION 2 THE SECOND PARTY SHALL:**

2.01 Entirely at its own cost and expense;

- (a) construct, or have its subcontractor construct, the project in accordance with the plans and permit,
- (b) maintain, or have its subcontractor maintain the project. All construction and maintenance activities shall be subject at all times to all the terms, conditions, restrictions, specifications, and covenants, herein contained, either by attachment hereto or by reference thereto, it being understood and agreed by the Parties hereto that the said terms, conditions, restrictions, specifications, and covenants, are an integral part hereof and as such shall have full force and effect as if the same were recited hereinafter in their entireties.

2.02 Perform all work required under the terms of this Agreement in accordance with the standard practices of the State and with the terms and conditions of the following documents:

- (a) Encroachment Permit No. 1021692;
- (b) The States Standard Encroachment Agreement Specifications & Covenants", Connecticut Department of Transportation, dated August 2019, set forth on Exhibit A;
- (c) The States "Guidelines for Aesthetic Objects and Treatments within CTDOT ROW" latest revision, as may be amended from time to time, most recent available on CTDOT's website.
- (d) The Mandatory State and Federal Administrative Requirements" set forth on Exhibit B, as may be amended from time to time. All of which are hereinafter referred to as "Supporting Documents" and are hereby by reference thereto or by incorporation herein.

2.03 Agree that the effective date of the Permit shall only be established when all requirements for the effectuation of such Permit are met, and the said Permit is to remain in effect until the date of expiration set forth therein unless the same is terminated by revocation by the State, in accordance with the terms of this Agreement, it being understood and agreed by the parties hereto that the said Permit is limited solely to the herein described Project.

2.04 Maintain the Project in accordance with State standards of maintenance as the same are outlined in the "State of Connecticut, Department of Transportation, Manual of Organization, Functions and Procedures", as revised, which maintenance or restoration shall include but not be limited to:

- (a) Securing a new encroachment permit for the maintenance and restoration operations;
- (b) Following the Guidelines "Partnering to improve the Aesthetics of Transportation Corridors and Facilities";
- (c) Repairing and correcting to the DOT's satisfaction any damage to State assets including but not limited to curbing, sidewalks, structures or any other appurtenances within the Department of Transportation Right of Way while installing and maintaining the Mural;

- (d) Painting over, covering, removal and restoration of artwork shall be sole responsibility of the Second Party including all labor and costs incurred;
- (e) Vandalism affecting the aesthetic objects in State's right of way shall be restored or abandoned and brought back to original condition, inspected and approved by District Maintenance Director or designee.

2.05 Reimburse the State for any and all costs and expenses of every name and description borne by the State as a result of the Project including but not limited to investigation; inspection; administration; legal; and processing; it being mutually understood and agreed that there shall be no exception to, exclusion from, or limitation of this specification unless the same is set forth in a properly executed supplemental agreement specifically written for this purpose.

2.06 Comply with and conform to all pertinent laws, ordinances, rules and regulations, whether state, federal, or municipal, both during the construction phase of the Project and the subsequent permanent maintenance thereof.

2.07 With respect to the operations performed by the Second Party under the terms of this Agreement and also those performed for the Second Party by its subcontractors, the Second Party shall carry, and shall ensure that its subcontractors carry, for the duration of this Agreement, and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and (b) below, the following minimum insurance coverage at no direct cost to the State. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State of Connecticut shall be named as an additional insured.

(a) COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(b) AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

(c) WORKERS' COMPENSATION

With respect to all operations the Second Party performs and all those performed for the Second Party by subcontractor(s), the Second Party shall carry, and shall ensure that its subcontractor(s) carry, Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.

(d) CERTIFICATE OF INSURANCE

In conjunction with the above, the Second Party agrees to furnish to the State a Certificate of Liability Insurance (1 million dollar Policy) to the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

(e) COPIES OF APPLICABLE INSURANCE POLICIES

The Second Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Second Party may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

- 2.08 (a) The Second Party 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 Agreement, including the acts of commission or omission (collectively, the "Acts") of the Second Party or Second Party 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 Agreement. The Second Party shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Second Party'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 Second Party'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.

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

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

(d) The Second Party's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Second Party 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 Second Party shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Second Party shall name the State as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State or the State of Connecticut is contributorily negligent.

- (f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage."

2.09 In addition to Section 2.08 of this Agreement, the Second Party hereby agrees as follows:

- (a) The Second Party shall, or if the Second Party is one of several parties, the parties shall jointly and severally, protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Second Party, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Second Party.
- (b) "Environmental Laws" shall mean and include any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sect. 9601 ~~et seq.~~, the Federal Oil Pollution Act of 1990, 33 U.S.C. Sect. 2701 ~~et seq.~~, the Federal Toxic Substances Control Act, 15 U.S.C. Sect. 2601 ~~et seq.~~, the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sect. 6901 ~~et seq.~~, the Federal Hazardous Material Transportation Act, 49 U.S.C. Sect. 1801 ~~et seq.~~, the Federal Clean Air Act, 42 U.S.C. Sect. 7401 ~~et seq.~~, the Federal Water Pollution Control Act, 33 U.S.C. Sect. 1251 ~~et seq.~~, the River and Harbors Act of 1899, 33 U.S.C. Sect. 401 ~~et seq.~~, and all rules and regulations of the United States Environmental Protection Agency, or any

other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

- (c) "Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.
- (d) The Second Party shall test all soils and materials excavated from the State highway right of way and shall not replace any soils or materials containing Hazardous Substances within State highway rights of way.
- (e) The Second Party shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Second Party shall not store, generate or use any Hazardous Substances at, on, or under the area within the right of way in which the Project is located.
- (f) The Second Party shall not list the State as the owner, generator or transporter of any Hazardous Substances excavated from State highway rights of way. All costs associated with the handling, storage, use, transportation or disposal of Hazardous Substances shall be borne by the Second Party.
- (g) This provision shall survive this Agreement.

2.10 Agree that nothing in this Agreement shall preclude the Second Party from asserting its Governmental Immunity rights in the defense of third-party claims. The Second Party's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including, but not limited to, those relating damages.

2.11 Agree that all obligations incurred by the Second Party under this Agreement shall be binding upon any successors in interest to the Second Party unless a supplemental agreement properly executed by both the State and the Second Party changes this requirement.

**SECTION 3 THE STATE SHALL:**

- 3.01 Allow the Second Party and its subcontractors to construct and maintain the Project in the manner and to the extent as is more particularly described in Article 2.03 and as shown on the plans.
- 3.02 Make periodic inspections, as determined by District Maintenance Director, for conformity with State maintenance standards and policies. Any conditions requiring correction shall be reported through the District Maintenance Director's Office, Connecticut Department of Transportation, in writing, to the Office of the Director, located at 1107 Cromwell Ave., Rocky Hill, Connecticut 06067.
- 3.04 Issue any and all permits for any work, excavation, or for the placement of any obstruction or substruction within, under, over, or upon the Project requested by the Second Party or others, outside the scope of the maintenance responsibilities of the Second Party, when the conditions of such issuance are met.
- 3.05 Require all parties being issued the said permits other than the Second Party, to name the State as an additional insured, on all insurance required by the State as a condition precedent to the issuance of such permits that concern the Project being maintained by the Second Party pursuant to this Agreement.
- 3.06 Reserve the right to investigate and to inspect the Project including appurtenances.
- 3.07 Reserve the right to claim and recover by process of law such sums or otherwise receive satisfaction as may be sufficient to correct any and all errors or make good any and all defects in the workmanship and/or material involved pursuant to the Agreement.

**SECTION 4 THE STATE AND THE SECOND PARTY FURTHER MUTUALLY:**

- 4.01 Agree that the State assumes no obligations or liability for payment of costs or expenses with regard to or related to the project.
- 4.02 Agree that, if in the opinion of the State, the Project malfunctions or ceases to function or causes any damage or any threat of damage to State property, the Second Party with the written permission of the State at each occurrence, shall immediately repair such damage and/or remove any such threat of damage to State property to the satisfaction of the State (in addition to any payment(s) of damages to third parties, if any) or after written notice to the Second Party, the State shall



take steps to repair such damage and/or remove any such threat of damage to State property and all costs incurred thereby shall be reimbursed by the Second Party to the State, it being understood and agreed by the Second Party that any and all consequential damages, if any, resulting from such action(s) of the State in repairing such damage and/or removing any such threat of damage, shall be borne completely by the Second Party in addition to the reimbursement(s) to the State herein specified.

- 4.03 Agree that this Agreement shall commence and take effect upon its execution by the State.
- 4.04 Agree that the duration of this agreement shall not be limited by the term of the permit issued by the State. However, it is mutually agreed by the parties hereto that the State, upon written notice, may, in its sole discretion, terminate this agreement, and such action shall in no event be deemed a breach of contract. Any such action may be taken by the State for its own convenience.
- 4.05 Agree that any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the State is to receive such notice -

Commissioner of Transportation  
Connecticut Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, Connecticut 06131-7546;

(ii) When the Second Party is to receive such notice:

The person(s) acting herein as signatory for the Second Party receiving such notice;

- (b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the Party(ies) to receive such notice; and
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice", as used herein, shall be construed to include, but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s), including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is(are) to be addressed; alternate means of conveying such notice(s) to the particular Party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

- 4.06 Agree that the Second Party shall assume full responsibility for the accuracy of all products of its work or that of any consultants utilized under this Agreement and shall so indicate by having the signature and Connecticut Professional Engineer's Seal of any engineer used to perform work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents. In addition, the title sheet(s) of all plans and/or documents will be signed by the authorized individual of the Second Party responsible for receipt of "Official Notices".
- 4.07 Agree that the sole and exclusive means for the presentation of any Claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to or in lieu of, said Chapter 53 proceedings.
- 4.08 Agree that the Parties deem the Agreement 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 Agreement 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 Second Party 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.

The Parties acknowledge and agree that nothing in the Agreement 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 Agreement. To the extent that this subsection conflicts with any other subsection, this subsection shall govern.

- 4.09 Agree that all of the Second Party's obligations hereunder shall survive this or any other agreement or action, including, without limitation, any consent decree, or order, between the Second Party and the government of the United States or any department or agency thereof, the State and/or the second Party.
- 4.10 Agree that this Agreement (including each and every component of the hereinabove specified Supporting Documents as the same may be revised and/or amended) constitutes, when fully executed and approved as indicated, the entire agreement between the parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; no agreement or understanding varying or extending the same shall be binding on either party unless in writing signed by both Parties hereto and approved in like fashion; and nothing contained in this Agreement shall be construed as waiving any of the rights of the State under the laws of Connecticut, as may be amended.
- 4.11 Agree that in case of conflict between the Agreement and terms or requirements of any other documents, the Agreement shall govern.
- 4.12 Agree that if any term or provision of this agreement or its application to any Party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term or provision to circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each remaining term and provision of


this agreement shall be valid and enforced to the fullest extent possible by the law.

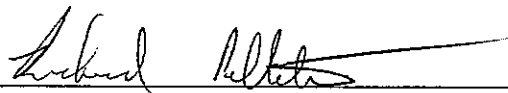
- 4.13 Agree that each recital and Exhibit referred to in this Agreement shall be considered a part of this agreement as if fully set forth herein.
- 4.14 Agree that this Agreement may be executed in counterparts, which together shall constitute a single binding agreement.

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
JOSEPH J. GUILIETTI, COMMISSIONER

By:   
Barry Julian  
District Director  
Bureau of Highway Operations

  
Name: Richard Pelletier

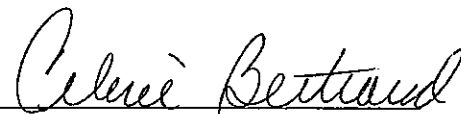
Date: 12/3/21

STATE OF CONNECTICUT     )  
                                      ) ss: Various December 3 A.D., 2021  
COUNTY OF Various     )     Date

Personally appeared for the State, Barry Julian Signer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation, and his free act and deed as Director, before me.

My Commission Expires:

10/31/22

  
Notary Public

Date: 12/3/21

WITNESSES:

SECOND PARTY

Town of East Hartford

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Michael P. Walsh  
Mayor

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_

STATE OF

)

)

ss:

A.D., 2021

COUNTY OF

)

Personally appeared for the Second Party, Michael P. Walsh, Town of East Hartford, Signer and Sealer of the forgoing instrument and acknowledged the same to be the free act and deed of Michael P. Walsh, and his free act and deed as Mayor before me.

My Commission Expires:

\_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_

**EXHIBIT A**  
**STANDARD ENCROACHMENT AGREEMENT SPECIFICATIONS & COVENANTS**  
**CONNECTICUT DEPARTMENT OF TRANSPORTATION**  
**August 2019**

These "Standard Encroachment Agreement Specifications & Covenants, Connecticut Department of Transportation" are primarily intended as an integral component of, and to be used in conjunction with the properly executed written agreement entered into by the State of Connecticut, Department of Transportation and, as the Second Party thereto, any municipality seeking permission to utilize a limited portion of a State highway for a purpose not in conflict with the best interests of the State of Connecticut.

(1) The Second Party shall not perform any maintenance prior to the effective date of the Permit specified as a component of the Supporting Documents identified in the Agreement.

(2) The Second Party shall assume all maintenance of the Project from the effective date of the Permit and through completion of the Project. Such maintenance shall include, but not be limited to, the adequate maintenance and protection of traffic at all times during all phases of the Project in accordance with the terms of the Permit.

(3) The Second Party shall provide, upon the completion of the Project, and upon obtaining written permission of the State on each such occurrence, all physical maintenance of all portions of the Project within the State highway limits, except as may be otherwise specified in the Agreement, which maintenance shall not be the occasion of any cost or expense to the State in any manner whatsoever. Any cost or expense incurred by the State in connection herewith shall be reimbursed to the State upon official notice to the Second Party as specified in this Agreement.

(4) In the event that the State deems it advisable, convenient or necessary to design, construct, reconstruct, install or maintain a highway or portion thereof or any storm drainage facilities or any other highway appurtenance or construction activity within the Project area, the Second Party shall bear the entire cost of relocating the Project that may be required as a result of such future State activity.

(5) The Second Party acknowledges that notwithstanding the fact that it may be eligible for reimbursement from the State under the laws of the State of Connecticut, for its costs to readjust, relocate or remove the Project within or from the State highway right of way, the Second Party, on behalf of itself and its successors in interest, does herein waive any right to reimbursement that it may have against the State with respect to the Project.

This provision shall survive the Agreement.

EXHIBIT B and  
Schedules 1-3  
MANDATORY STATE AND FEDERAL ADMINISTRATIVE REQUIREMENTS

The Second Party and its invitees shall be cognizant of and fully comply with the following:

- (1) As a condition to receiving federal financial assistance under this Contract/Agreement, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Assurances for Deeds, Licenses, Leases, Permits or Similar Instruments", as set forth in Exhibit B, Schedule 1 (attached herewith and incorporated by reference).
- (2) Executive Orders. This Agreement 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 Agreement as if they had been fully set forth in it. The Agreement 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. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Second Party's request, the State shall provide a copy of these orders to the Second Party.
- (3) The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10, Subject: Code of Ethics Policy," June 1, 2007, as set forth in Exhibit B, Schedule 2 (attached herewith and incorporated by reference).
- (4) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
- (a) The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
  - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;



- (ii) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal,

1

- State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
- (iv) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

- (b) Where the Second Party is unable to certify to any of the statements in this certification, such Second Party shall attach an explanation to this Agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, subsubcontracts and purchase orders:

- (i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - (ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.
- (5) This clause applies to those second parties who are or will be responsible for compliance with the terms of the American with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second Party to be in compliance with this Act, as the same applies to performance under this Agreement.
  - (6) When the Second Party receives State or Federal funds it shall incorporate the "Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as set forth in Exhibit B, Schedule 3 (attached herewith and incorporated by

reference), as may be amended from time to time, as a material term of any contracts/ agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Second Party shall also attach a copy of the SEEOR, as part of any contracts/ agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

## **Schedule 1**

### **TITLE VI ASSURANCES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS**

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into (a) for the subsequent transfer of real property acquired or improved with federal financial assistance, and (b) for the construction or use of or access to space on, over, or under real property acquired or improved with federal financial assistance.

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a United States Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.



Schedule 2  
CONNECTICUT DEPARTMENT OF TRANSPORTATION  
**POLICY**  
**STATEMENT**

POLICY NO. F&A-10

June 1, 2007

**SUBJECT: Code of Ethics Policy**

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT. It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy. The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee. All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

**The DOT Ethics Compliance Officer is:**

Denise Rodosevich, Managing Attorney  
Office of Legal Services

**questions, contact the Ethics  
Compliance Officer's Designee:**

**To contact the Office of State Ethics:**

Office of State Ethics  
20 Trinity Street, Suite 205  
Hartford, CT 06106 For

Tel. (860) 566-4472  
Facs. (860) 566-3806

Web: [www.ethics.state.ct.us](http://www.ethics.state.ct.us)

Alice M. Sexton, Principal Attorney  
Office of Legal Services  
2800 Berlin Turnpike  
Newington, CT 06131-7546  
Tel. (860) 594-3045

### **Enforcement**

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

### **Prohibited Activities**

1. ***Gifts:*** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics ([www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of

Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. ***Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:*** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."
3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or vice versa) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president). DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.
7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.

12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*

- ***Confidential Information:*** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
- ***Prohibited Representation:*** DOT employees must never represent anyone (other than the State) concerning any “particular matter” in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term “represent” has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- ***Employment With State Vendors:*** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. ***Ethical Considerations Concerning Bidding and State Contracts:*** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a



consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

### **Training for DOT Employees**

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

### **Important Ethics Reference Materials**

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

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Ralph J. Carpenter  
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

## **CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

### **1. General:**

- a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:
  - Contractors and Subcontractors
  - Consultants and Subconsultants
  - Suppliers of Materials and Vendors (where applicable)
  - Municipalities (where applicable)
  - Utilities (where applicable)
- c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

### **2. Equal Employment Opportunity Policy:**

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

### **3. Equal Employment Opportunity Officer:**

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must

be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. **Dissemination of Policy:**

a) All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.
- (2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.
- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b) In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. **Recruitment:**

a) When advertising for employees, the Company will include in all advertisements the notation: "An Equal

Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b) The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

- c) The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. **Personnel Actions:**

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

- a) The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b) The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c) The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d) The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

7. **Training and Promotion:**

- a) The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b) Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

- c) The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.
- d) The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. **Unions:**

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a) The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b) The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.
- c) The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.
- d) In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. **Subcontracting:**

- a) The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.

- b) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

**10. Records and Reports:**

- a) The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:
  - 1. The number of minority and non-minority group members and women employed in each classification on the project;
  - 2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
  - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
  - 4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.
- b) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.
- c) The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

**11. Affirmative Action Plan**

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action Plan.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE TOWN OF EAST HARTFORD  
AND  
THE STATE OF CONNECTICUT JUDICIAL BRANCH  
COURT SUPPORT SERVICES DIVISION**

This Agreement is entered into by and between the Town of East Hartford and the State of Connecticut Judicial Branch Court Support Services Division (hereinafter, JBCSSD) shall be effective **Upon Execution through December 31, 2026.**

**PURPOSE**

The JBCSSD will loan video conferencing equipment to the Town of East Hartford via a *Technology Equipment Loan Agreement*, a copy of which is provided here as Attachment A and made a part hereof. JBCSSD will use the equipment to communicate virtually with clients who are in custody of the Town of East Hartford Police Department.

**WITNESSETH**

**WHEREAS**, JBCSSD is in need of a remote program with the capacity to conduct interviews and process clients who are in police custody and held on bond using video conferencing equipment, which will provide more efficient services;

**WHEREAS**, JBCSSD has received COVID Relief Funds (CRF), which will provide funding to facilitate the operation of the remote program between JBCSSD and the Town of East Hartford, JBCSSD will loan the Town of East Hartford the equipment necessary for JBCSSD to conduct interviews remotely via video conference and reimburse the Town of East Hartford for the cost to install the equipment needed to support JBCSSD video conferencing.

**NOW THEREFORE**, JBCSSD and the Town of East Hartford agree to the following:

**I. RESPONSIBILITIES OF THE PARTIES**

**A. JBCSSD Shall:**

1. Loan the following equipment: mobile cart, Yealink video conferencing phone, 23" monitor, and battery backup.

2. Include a Microsoft Teams license that will be configured to the YEALINK device and will authenticate to the JBCSSD Active Directory.
3. Replace or repair any damaged equipment within a reasonable timeframe.
4. Provide technical support from Monday through Friday, 7:30 AM to 5:00 PM while the equipment is on loan.
5. Maintain ownership of all equipment on loan and mark with a "Property of Judicial Branch" blue tag.
6. Be the only Party authorized to remove video program equipment from the site.
7. Reimburse for the installation of data wiring and Wi-Fi access required to support JBCSSD video conferencing in accordance with Section II below.
8. Be responsible for complying with Federal CRF reporting requirements.

B. TOWN OF EAST HARTFORD shall:

1. Complete a '*Technology Equipment Loan Agreement*' (Attachment A).
2. Provide a copy of quote for data wiring and Wi-Fi access installations and submit a copy of the invoice(s) for reimbursement no later than December 31, 2021, to receive payment.
3. Manage the installation, warranty coverage, and technical support associated with the data wiring of one (1) data drop for two (2) connections and one (1) Wi-Fi Access Point.
4. Provide timely client access and/or scheduling to use JBCSSD loaned video equipment when JBCSSD staff request to complete an interview. JBCSSD need for the equipment shall be considered a priority need.
5. Have and maintain safety measures for when Town of East Hartford staff and JBCSSD staff use the equipment.
6. Notify JBCSSD of any equipment damage or repairs needed with a reasonable timeframe and provide JBCSSD access to the equipment within the Town of East Hartford building as necessary for repairs.



## **II. REIMBURSEMENT OF FUNDS**

- A. Upon approval of a proposed quote submitted by the Town of East Hartford and in accordance with sec. I.B.3 of this Agreement, JBCSSD will reimburse for the installation of the following:
  - 1. Data wiring of one (1) data drop for two (2) connections; and
  - 2. Wi-Fi Access Point (if applicable).
- B. JBCSSD will provide the Town of East Hartford a one-time reimbursement in an amount not to exceed \$3,000 for state fiscal year (SFY) 2022 for the data wiring services.
- C. JBCSSD will provide the Town of East Hartford a one-time reimbursement in an amount not to exceed \$1,000 for SFY 22 for the Wi-Fi Access.
- D. Payment for the reimbursement of funds for SFY 22 shall be contingent upon receipt of a Vendor Invoice by JBCSSD and the completion of services in accordance with sec.I.B.3.
- E. JBCSSD assumes no liability for payment under the terms of this agreement until the Town of East Hartford is notified that this Agreement has been approved and a Purchase Order has been issued.
- F. JBCSSD reserves the right to withhold payment pending timely receipt of all required documents, Vendor Invoice, and the installation of connectivity services.
- G. All equipment is subject at minimum to an annual audit of inventory.

## **III. CANCELLATION**

Either party upon 60-day written notice to the other party may terminate this Agreement.

## **IV. MODIFICATION**

This Agreement shall not be modified except by a written agreement that is signed by both parties. This Agreement is subject to the availability of funding from the Connecticut General Assembly and in the event of withdrawal or reduction in funding JBCSSD and the Town of East Hartford reserve the right to reduce or terminate this Agreement according to the provisions contained herein.

**V. DURATION**

This Agreement is effective upon execution and shall continue for a period not to exceed December 31, 2026, or until terminated by any of the parties in accordance with Section III. Cancellation.

**VI. AGENCY CONTACTS AND NOTIFICATIONS**

**A. For JBCSSD**

1. Operations/Field Support  
Michael Hines, Deputy Director III, or designee  
Adult Operations  
455 Winding Brook Drive  
Glastonbury, CT 06033  
(O) 860-368-4313 (C) 860-798-2801  
[Michael.Hines@jud.ct.gov](mailto:Michael.Hines@jud.ct.gov)
2. Technical Support  
Mark Ciccio, Manager of Administrative Services, or designee  
COSFAMM  
455 Winding Brook Drive  
Glastonbury, CT 06033  
(O) 860-368-3841  
[Mark.Ciccio@jud.ct.gov](mailto:Mark.Ciccio@jud.ct.gov)

**B. For the Town of East Hartford**

1. Mayor Michael P. Walsh  
East Hartford Town Hall  
740 Main Street  
East Hartford, CT, 06108  
(O) 860-291-7201  
[mwalsh@easthartfordct.gov](mailto:mwalsh@easthartfordct.gov)

**THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK**

AGREED TO AND ACCEPTED:

**For the sake of efficiency and expediency, this document may be executed in counterparts that, when all signature pages are merged, shall comprise of a single, fully executed document.**

**The parties hereby agree and acknowledge that any party may sign this document by using an electronic signature, as defined in the Connecticut Uniform Electronic Transactions Act, and that such electronic signature shall be valid and enforceable to the same extent as an original, pen to paper signature.**

TOWN OF EAST HARTFORD

By: \_\_\_\_\_ Date \_\_\_\_\_  
Mayor Michael P. Walsh

STATE OF CONNECTICUT,  
JUDICIAL BRANCH COURT SUPPORT SERVICES DIVISION

By: \_\_\_\_\_ Date \_\_\_\_\_  
Gary A. Roberge  
Executive Director, Court Support Services Division  
Duly Authorized

STATE OF CONNECTICUT, JUDICIAL BRANCH LEGAL SERVICES  
APPROVED AS TO FORM FOR THE JUDICIAL BRANCH

By: \_\_\_\_\_ Date \_\_\_\_\_  
First and Last Name  
Title, Legal Services

**ATTACHMENT A**

**TO:** Chief Scott Sansom, East Hartford Police Department

**FROM:** Julie Revaz, Director of Administration

**DATE:** Friday, October 29, 2021

**RE:** Technology Equipment Loan Agreement

The technology equipment listed below is owned by the State of Connecticut Judicial Branch and is being provided to you on loan for use in the operation of the CSSD Remote Bail Interview Program. Your Agency

Contact Name: LT Paul Neves Telephone: 860-291-7616

E-Mail: pneves@easthartfordct.gov and their Supervisor's Name is: DC Robert Davis

As ownership of this equipment remains under the Judicial Branch, the equipment may be removed at any time and this equipment must be available for physical inspection and audit purposes. The Judicial Branch Court Support Services Division (CSSD) Information Technology Unit must be notified of any damage or repairs that may be needed. Only the Judicial Branch is authorized to remove this equipment from the Program site.

The Judicial Branch Court Support Services Division is aware that the computer equipment will be used by CSSD staff, PD staff for clients. The participating PD must have in place and maintain safety measures for when staff and clients utilize the equipment. By signing the document signer represents that they are authorized to accept the equipment listed below is on loan on behalf of their employer.

Equipment Description	Manufacturer and Model	JB Tag #	Item Serial No.

\_\_\_\_\_  
Signature and Date

Cc: Mark.Ciccio@jud.ct.gov  
Lorrie.Opalacz@jud.ct.gov

## **Terms and Conditions**

- A. **Entire Agreement** - The terms and conditions of this agreement constitute the entire agreement between the parties hereto and supersede all previous agreements, promises or representations whether written or oral. The contract may not be changed, altered or modified except by an instrument in writing signed by a duly authorized representative of both parties.
- B. **Acceptance** - The Contractor agrees to and accepts the terms and conditions stated herein.
- C. **Payment Terms** - Payment for services provided to the Judicial Branch are net 45 days upon receipt of invoice unless otherwise agreed to in writing by both parties.
- D. **Tax Exempt** - The Judicial Branch is exempt from Connecticut Sales Tax under General Statutes section 12-412, Federal Excise Taxes and the provisions of the Federal Robinson-Patman Act.
- E. **Applicable Law** - The Contractor shall comply with all Federal, State and local laws, standards and regulations applicable to Contractor's facility and the services being provided under this contract. The Contractor shall defend and save the Judicial Branch harmless against any actions or claims brought against it for losses, costs or damages by reason of actual or alleged infringements of letter of patent and/or copyright.
- F. **Contractor Default / Cancellation** - Any other provision of this Agreement notwithstanding, if the Contractor becomes financially unstable, breaches or otherwise fails to comply with any of the terms, provisions or conditions of this Agreement or in any of the Exhibits or Amendments which are part of this Agreement, the Judicial Branch may elect to pursue any one or more of the following remedies in any combination or sequence:
- seek damages.
  - withhold or reduce payment(s) until the breach is resolved to the satisfaction of the Judicial Branch.
  - require the Contractor to correct or cure the breach to the satisfaction of the Judicial Branch.
  - suspend the execution of all or part of the services.
  - require that unexpended or improperly expended funds be returned to the Judicial Branch.
  - recoup any money owed to the Judicial Branch from any future payments owing under this Agreement or any other Agreement between the Judicial Branch and the Contractor.
  - assign appropriate state personnel to fulfill the Contractor's obligations under this Agreement until such time as the Contractor's breaches have been corrected to the satisfaction of the Judicial Branch.
  - require that Agreement funding be expended by the Contractor to enter a subcontractual arrangement with a person, persons or agency designated by the Judicial Branch to fulfill the Contractor's obligations under this agreement.
  - cancel this Agreement effective upon a date specified in a written notice delivered to the Contractor.
  - take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State of Connecticut Judicial Branch, or the program, along with any other remedies provided by law, including, but not limited to, procuring services from other sources and charging the Contractor any excess costs incurred or damages occasioned thereby.
  - any combination of the above actions.

Prior to invoking any of the remedies for financial instability, breach and/or noncompliance specified in this paragraph, the Judicial Branch shall notify the Contractor in writing of the facts and circumstances constituting same and proposed remedies, if any. Within ten (10) business days of receipt of this notice, the Contractor shall correct such financial instability, breach and/or noncompliance to the satisfaction of the Judicial Branch and submit written documentation of the correction to the Branch. If the Judicial Branch finds that the financial instability, breach and/or noncompliance has not been corrected to its satisfaction, it shall provide written notice to the Contractor of the continuing financial instability, breach and/or noncompliance and may immediately or at any time thereafter invoke any or all remedies set forth in this paragraph.

- G. **Claims and Controversies** - Any controversy or claim arising out of this Agreement shall be construed and interpreted in accordance with applicable State of Connecticut and federal law. This provision shall not be deemed to be a waiver of sovereign immunity. The Contractor shall notify the Judicial Branch of any claim or controversy brought against it by any person or entity during the term of this agreement.
- H. **Performance Standards** - The Contractor agrees that all services shall be performed with skill and professional competence in accordance with the terms and conditions of this contract.
- I. **Evaluations** - The Judicial Branch reserves the right to inspect, monitor or otherwise evaluate the work being performed under this contract. The Contractor agrees to cooperate with the Judicial Branch in the monitoring and evaluation of services, which shall include, but not be limited to, providing reasonable access to and use of Contractor's facility for such purposes.
- J. **Delay** - If services are not provided within the time specified or within a reasonable time, if no time is specified, the Judicial Branch may exercise its options as outlined in Paragraph F herein.
- K. **Contingencies** - Neither party hereto shall be liable to the other for breach or delay in delivering or accepting services hereunder if such breach or delay is caused by fire, strike, riot, war, Acts of God, delay of carriers, governmental order or regulation or other contingency beyond the reasonable control of the respective parties. The Contractor shall give notice to the Judicial Branch of any such unavoidable delays or breaches.
- L. **Non-Waiver** - Failure of the Judicial Branch to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights or remedies the Judicial Branch may have, nor deemed a waiver of any rights or remedies the Judicial Branch may have for any subsequent breach and/or noncompliance.
- M. **Equal Opportunity** - The Judicial Branch of the State of Connecticut is an Equal Opportunity employer and purchaser. No employee or applicant for employment or vendor will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, age, present or past history of mental disability, intellectual disability, learning disability or physical disability including, but not limited to, blindness or veteran's status.
- N. **Civil Rights Agreement** - Federal civil rights laws applicable to agencies that receive Judicial Branch financial assistance from the U.S. Department of Justice require that such agencies must not discriminate in the delivery of programs, services or in their employment practices in any program or activity on the basis of actual or perceived race, color, national origin, physical or mental disability, age, religion or sex, or sexual orientation or gender identity, in compliance with Title VI of the Civil Rights Act of 1964, as amended, The Omnibus Crime Control and Safe

Streets Act of 1968, (34 U.S.C. § 10228 (c)), Section 504 of the Federal Rehabilitation Act of 1973, as amended, Subtitle A, Title II of the American with Disabilities Act of 1990; Title IX of the Education Amendments Act of 1972, The Victims of Crime Act of 1984, the grant condition set out at section 40002 (b) (13) in the Violence Against Women Act of 1994, as amended, the Age Discrimination Act of 1975, and their U.S. Department of Justice implementing regulations 28 CFR Part 42, Subparts C, D, E, G and I, and Part 54, Department of Justice regulations on disability discrimination (28 C.F.R. part 38) and section 299A (b) of the Juvenile Justice and Delinquency Prevention Act of 2002. In accordance with Federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Federal law (Executive Order 13279 and 13559 and its U.S. Department of Justice implementing regulations 28 CFR part 38) also prohibits grant making agencies from discriminating either in favor of or against faith-based organizations in awarding Federal financial assistance and entities that receive direct Federal funding may not engage in explicitly religious activities in the federally funded program. If organizations conduct explicitly religious activities, those activities must be conducted separate in time or location from the federally funded program or service, and participation by beneficiaries must be voluntary. Recipients may not discriminate against prospective or actual beneficiaries on the basis of religion or religious belief.

Further, all subrecipients of Federal Funds under a State of Connecticut Judicial Branch program are required to have policies and procedures for responding to discrimination complaints from its employees and clients, customers, program participants or consumers. Subrecipient policies and procedures shall be made available to the Judicial Branch upon request. The Contractor furthermore agrees that in the performance of the Contract, such Contractor will comply with the non-discrimination provisions of the United States Department of Transportation, Federal Motor Carrier Safety Administration Program, contained in Appendices A and E attached hereto and incorporated herein as Exhibit M and Exhibit N.

(a) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Contractor further agrees to take affirmative action to ensure 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, or status as a veteran, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (hereinafter, Commission); (3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor agrees to comply with each provision of General Statutes sections 4a-60, 46a-68e and

46a-68f and with each regulation or relevant order issued by said commission pursuant to General Statutes sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities and the Judicial Branch with such information requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of General Statutes sections 4a-60 and 46a-56.

(b) If the contract is a public works contract, municipal public works contract or a contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(c) (1) Any contractor who has one or more contracts with the Judicial Branch shall include a nondiscrimination affirmation provision certifying that the contractor understands the obligations of this section and will maintain a policy for the duration of the contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of subsection (a) of this section. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the contract, or (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations.

(2) The Judicial Branch is prohibited from awarding a contract to a contractor who has not included the nondiscrimination affirmation provision in the contract and demonstrated its understanding of such provision as required under Paragraph N(c)(1) above.

(d) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, "Contractor" includes any successors or assigns of the Contractor, "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 Paragraph, "contract" does not include a contract where each Contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in General Statutes section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in Paragraph N(d)(1), N(d)(2), N(d)(3) or N(d)(4) above.

(e) 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: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of General Statutes section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be 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.

O. **Non-discrimination Regarding Sexual Orientation** - (a) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor 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; (2) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding, and each vendor with which such Contractor has a contract or understanding a notice to be provided by the Commission on Human Rights and Opportunities (hereinafter, Commission) advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60a and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) The Contractor agrees to comply with each provision of General Statutes section 4a-60a and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the General Statutes; and (4) The Contractor agrees to provide the Commission with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to the provisions of sections 4a-60a and 46a-56 of the General Statutes.

(b) (1) Any contractor who has one or more contracts with the Judicial Branch shall include a nondiscrimination affirmation provision certifying that the contractor understands the obligations of this section and will maintain a policy for the duration of the contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of subsection (a) of this section. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the contract, or (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations.

(2) The Judicial Branch is prohibited from awarding a contract to a contractor who has not included the nondiscrimination affirmation provision in the contract and demonstrated its understanding of such provision as required under Paragraph O(b)(1) above.

(c) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, and "Contractor" includes any successors or assigns of the Contractor. For the purposes of this Paragraph, "contract" does not include a contract where each Contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, and (2) any other state, as defined in General Statutes section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

(d) The Contractor shall include the provisions of Paragraph O(a) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor 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 General Statutes section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Contractor 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.

P. **Americans With Disabilities Act of 1990** - This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act

of 1990 (42 USC section 12101-12189 and sections 12201-12213) (Supp. 1993); 47 USC sections 225, 611 (Supp. 1993). During the term of the contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

Where applicable, the Contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 USC section 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

- Q. **Governing Law** - This contract and any resulting purchase order shall be governed by and construed in accordance with the laws of the State of Connecticut.
- R. **Termination** - This contract may be terminated by the Judicial Branch without cause upon 30 days written notice to the Contractor, or for cause without prior notice to the Contractor if the Judicial Branch deems that such termination is in the best interests of the state. In the event of termination, all monies due shall be prorated against the value of services accepted by the Judicial Branch. Notwithstanding the foregoing, cancellation due to the Contractor's breach is governed by Paragraph F herein.
- S. **Contract Period** – Refer to agreement.
- T. **Contract Price** - Prices must remain firm during the contract period except that reasonable increases may be authorized during any extension of the initial contract period. Price reductions may be taken at any time. Price increases shall not be granted unless specifically allowed for in this contract and described in a document signed by both parties. Reasonable requests for price increases pertaining to an extension of the contract period will be considered at the time of such extension.
- U. **Contract Amendments** - Any changes to the Agreement will be made in the form of a written amendment signed by both parties.
- V. **No Joint Venture** - Nothing contained in this contract shall be construed as creating a joint venture, partnership or employment relationship among the parties hereto, nor shall any party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party.
- W. **Subcontractors** - The Contractor shall not subcontract for any of the services required under this contract without prior written approval from the Judicial Branch. Subcontractors shall be bound by all the terms and conditions of this contract. Subcontractors shall not relieve the prime Contractor(s) of its responsibilities under this contract. The Judicial Branch reserves the right to approve or reject any and all subcontractors and/or subcontractor agreements.
- X. **Indemnification**  
(a) The Contractor shall indemnify, defend and hold the State of Connecticut ("State") and/or the Judicial Branch, their agents, employees, public officials and representatives harmless from and against any and all (1) Claims, causes of action, demands for damages or liabilities of any kind, including the reasonable costs to defend such actions regardless of whether such action is successful or not, brought by any person or entity whatsoever, arising, directly or indirectly, from any act, error or omission (collectively, the "Acts") of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's

subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors; 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 Acts. The Contractor shall use counsel reasonably acceptable to the State and/or the Judicial Branch in carrying out its obligations under this paragraph. The Contractor's obligations under this paragraph to indemnify, defend and hold harmless includes Claims concerning confidentiality of any part of or all of the Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.

(b) The Contractor shall reimburse the State and/or the Judicial Branch for any and all damages to the real or personal property of the State and/or the Judicial Branch caused by the Acts of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors. The State and/ or the Judicial Branch shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor's duties under this paragraph 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 and/ or the Judicial Branch is alleged, or is found, to have contributed to the Acts giving rise to the Claims.

(d) The rights provided in this paragraph for the benefit of the State and/or the Judicial Branch shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(e) This paragraph shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

(f) For purposes of this paragraph, "Claim" shall include all actions, suits, demands, investigations and proceedings of any kind, open, pending or threatened, whether matured, unmatured, contingent, known or unknown, at law or in equity, in any forum.

- Y. **Notice of Litigation** - The Contractor agrees to notify the Judicial Branch if the Contractor is, or has a reasonable cause to expect to be, subject to litigation which might adversely affect the Contractor's ability to perform the agreed services or affect the Contractor's financial capacity.

The Contractor shall provide written notice to the Judicial Branch of any final decision by any tribunal, arbitrator or arbitration panel, or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise of claim or agreement of any kind for any action or proceeding brought against the Contractor or its employees or agents.

- Z. **Ownership of Subsequent Products** - Any product, in whatever state of completion and whether acceptable or unacceptable, developed, specially ordered or commissioned under a contract awarded as a result of this RFP or agreement, shall be the sole property of the Judicial Branch. The Contractor agrees that work performed under this contract is a "work made for hire" and that the Judicial Branch shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the work.

If for any reason the work does not constitute a “work made for hire” under applicable law, the Contractor agrees to irrevocably transfer and assign to the Judicial Branch ownership of the entire right, title and interest in and to the work and all rights associated with copyrights. Contractor agrees to execute all papers and to perform such other proper acts as the Judicial Branch may deem necessary to secure for the Judicial Branch the rights herein assigned.

- AA. **Prohibition Against Assignment** - The Contractor shall not transfer, pledge or otherwise assign this contract or any rights or responsibilities hereunder, to any third party without prior written consent from the Judicial Branch.
- AB. **Copyrights** - The Contractor shall not distribute any materials under this contract containing the copyrighted works of others without the written consent of the copyright holder. The Contractor shall obtain any necessary authorization(s) for usage of any such third-party materials.

For pre-existing works of authorship in which the Contractor holds a copyright interest, the Contractor agrees to grant the Judicial Branch a perpetual royalty-free, non-exclusive right and license to produce, reproduce, publish, distribute or otherwise use, and to authorize others to use for any governmental or public purpose, any materials prepared, created or distributed for use in the performance of this contract.

Unless otherwise indicated, the State of Connecticut Judicial Branch retains exclusive rights to ownership in its copyrighted protected works. All rights are reserved and any reproduction, adaptation, distribution, dissemination or making available of such copyrighted works is strictly prohibited unless prior written authorization is obtained from the Judicial Branch.

- AC. **Record Keeping and Access** - The Contractor shall maintain books, records, documents, programs and individual service records and other evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect all direct, allocable as direct and administrative and general costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or applicable Federal agencies. The Contractor shall retain all such books, records and other financial program and individual service documents concerning this contract for a period of three (3) years after each completed audit, or if no audit is conducted, for a period of five (5) years.
- AD. **Safeguarding Client Information** - The Contractor agrees to safeguard the use and disclosure of information concerning all applicants for and all clients who receive service under this contract in accordance with all applicable Federal and State laws concerning confidentiality. The Contractor also agrees to follow the Chief Court Administrator policy adopted in accordance with General Statutes section 51-36a, regarding the access and disclosure of Judicial Branch records which are confidential pursuant to statute (available upon request). Any Contractor considered a “covered entity” under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), agrees to follow HIPAA’s privacy regulations governing the use of protected health information. In order to ensure the security and confidentiality of client data transmitted via email, the Contractor will not transmit client data in PDF files through unsecured email accounts, and will not utilize any free or unsecured email services for the transmission of client records and/or information. The Contractor is solely responsible for any disclosure of information in violation of Federal and State law by it, its employees and agents. Upon termination of this contract, whether for cause or otherwise, the Contractor agrees to dispose of all client records in a manner determined by the Judicial Branch.

- AE. **Confidentiality of Records and Computer Files** - The Contractor agrees on behalf of the Contractor and the Contractor's principals, employees, agents, heirs, successors and assigns that (1) they may only access such Judicial Branch data, files, records, computers or other systems, as specifically set forth herein, and as are necessary for the performance of the Contractor's duties under this Judicial Branch contract, if any, and (2) they may only disclose, advertise, advertise for sale, sell or rent in any form or use any information obtained or created from, or by the work performed, pursuant to this Judicial Branch contract as specifically set forth in this contract. The Contractor shall take such reasonable actions as are necessary to protect the confidentiality of Judicial Branch records and computer files including, at a minimum, instructing each person assigned to work under this contract on the Contractor's behalf of the prohibition to access, use or disclose information not specifically authorized by this contract.

Any claim, harm or alleged harm, injury or alleged injury, resulting from the unauthorized use or unauthorized disclosure of such information obtained by the Contractor and/or the Contractor's principals, employees, agents, heirs, successors and assigns from work performed pursuant to this Judicial Branch contract, shall subject the Contractor to the indemnification provisions of this contract in addition to all other rights and remedies available to the Judicial Branch pursuant to this contract and law.

- AF. **Notice of Adverse Findings of Discrimination** - Contractors that receive United States Department of Justice funds shall submit directly to the U.S. Department of Justice and the Judicial Branch notice of any adverse findings of discrimination issued within the past three years after the opportunity for a due process hearing by any State or Federal administrative agency or court. Submissions under this provision should be forwarded to: U.S. Department of Justice Programs, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Washington, DC 20531 and the Materials Management Unit, the Judicial Branch of the State of Connecticut, 90 Washington Street, Hartford, CT 06106.

- AG. **Prohibited Interest** - The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment or modification of this Agreement, or to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

- AH. **Lobbying Activities** - Unless otherwise specifically required by this Agreement, the Contractor certifies that no state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of Congress or of the Connecticut General Assembly, an officer or employee of Congress or the Connecticut General Assembly, in connection with the making of any Federal or State grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal or State grant or cooperative agreement.

If this Agreement or a subsequent amendment to this Agreement involves a federal grant or cooperative agreement (as defined at 28 CFR Part 69) of over \$100,000, the Contractor further certifies that:

- a. 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 grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL "Disclosure of Lobbying Activities," in accordance with its instructions; and
- b. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

AI. **Suspension or Debarment** - Signature on this Agreement certifies that the Contractor or any person (including subcontractors) involved in the administration of state or federal funds:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. Has not within a three-year period preceding this application been convicted of, or had a civil judgment rendered against them for commission of, fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) above;
- d. Has not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

There shall be an ongoing duty on the part of the Contractor to update any changes to the above paragraphs throughout the term of this Agreement.

AJ. **Contractor Recording of Private Telephonic Communication** - The Contractor certifies that if it records telephone communications that it will do so only in compliance with Connecticut General Statutes section 52-570d - Action for illegal recording of private telephonic communications. With limited exceptions, section 52-570d prohibits the recording of private oral telephonic conversations without the prior consent of all parties to the conversation, verbal notice of the recording at the start of the conversation (with such notice as part of the recording), or an automatic tone warning device which repeats at intervals of approximately every fifteen seconds.

AK. **Criminal Investigations** - Subject to constitutional limitation, it is a requirement of this contract that the Contractors, its officers, directors, principals, agents, employees and representatives and any subcontractors and such subcontracting officers, directors, principals, agents, employees and representatives, cooperate to the fullest extent possible with any and all investigations being conducted by federal, state and/or local law enforcement officials and/or the Judicial Branch.

AL. **Compliance with Federal Limited English Proficiency (LEP) Requirements** - Under Title VI and its implementing regulations, all Judicial Branch Contractors and subcontractors are required to take reasonable steps to ensure meaningful access to their programs and activities by limited English proficient (LEP) clients. Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be limited English proficient or (LEP), entitled to language assistance with respect to a particular type of service, benefit or encounter.

Contractor agrees to comply with Federal requirements under Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d, et seq., Title VI Regulations, and the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §10228 (c) (the "Safe Streets Act"), and the Victims of Crime Act, 34 U.S.C. §20110 (e), prohibiting discrimination based on national origin to ensure access to those with limited English proficiency. Contractor also agrees that it and its subcontractors will attend any LEP training session(s) required by the Judicial Branch.

AM. **Prohibitions for Large State Contractors** - No person who (1) is, or is seeking to be, prequalified under General Statutes section 4a-100, (2) is a party to a large state construction or procurement contract, as that term is defined in General Statutes section 1-101mm, or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution or (3) is a party to a consultant services contract or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution, shall:

- a. With the intent to obtain a competitive advantage over other bidders, solicit any information from a public official or state employee that the contractor knows is not and will not be available to other bidders for a large state construction or procurement contract that the contractor is seeking;
- b. Intentionally, willfully or with reckless disregard for the truth, charge the Judicial Branch, a state agency, board, commission or institution or quasi-public agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price without authorization and falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or unreasonable or unsubstantiated prices for goods to the Judicial Branch, a state agency, board, commission or institution or quasi-public agency;
- c. Intentionally or willfully violate or attempt to circumvent state competitive bidding and ethics laws; or
- d. With the intent to unduly influence the award of a state contract, provide or direct another person to provide information concerning the donation of goods and services to a state agency or quasi-public agency, to the procurement staff of any state agency or quasi-public agency or a member of a bid selection committee.

Pursuant to General Statutes section 1-101nn, any person who is found in violation of any provision of this section by the Office of State Ethics may be deemed a nonresponsible bidder.

AN. **Consultant Prohibitions** - No person with whom the Judicial Branch, a state agency, board, commission or institution or quasi-public agency has contracted to provide consulting services to plan for specifications for any contract and no business with which the person is associated may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such

contract or serve as a subcontractor or consultant to the person awarded such contract. Pursuant to Connecticut General Statutes section 1-101nn, any person who is found in violation of this paragraph by the Office of State Ethics may be deemed a nonresponsible bidder.

AO. **Audit Requirements** - As applicable, the Contractor is subject to Federal single audit requirements pursuant to the Uniform Guidance for Federal Awards and State Single Audit requirements pursuant to General Statutes sections 4-230 to 4-236 inclusive and to applicable regulations. Contractors exempt from the provisions of these acts may be required to submit to an audit at a time and in a manner prescribed by the Judicial Branch and at the expense of the Judicial Branch.

AP. **Maintenance of Contractor Insurance Required** - The Contractor agrees that prior to commencement of services, and during the entire term of this agreement, it will carry sufficient liability and / or other insurance and will maintain that coverage in full force and effect for the duration of the agreement term, including any and all amendments or extensions thereof. **The State of Connecticut Judicial Branch must be named as an additional insured, as its interest may appear, and must also be named as a certificate holder on all certificates of insurance required under this agreement.** If possible, the required certificate of insurance shall also include a statement that the Judicial Branch shall be notified ten (10) days in advance of any policy amendment, revocation, cancellation, non-renewal or material change in coverage. All insurance coverage must be obtained at the Contractor's sole expense. The following minimum coverage amounts must be maintained:

A.	Worker's Compensation	CT Statutory Coverage required
B.	Automobile Liability	\$1,000,000.00 (where applicable)
C.	General Liability	\$1,000,000.00
D.	Professional Liability	\$1,000,000.00 (where applicable)

Annual renewal certificates should be provided to the Judicial Branch prior to the expiration date of the insurance then in effect.

Neither the Contractor nor, to the extent of the policy limits, the Contractor's insurer, shall use the defense of sovereign immunity without the prior approval of the Judicial Branch in any Claim involving the Judicial Branch and the Contractor. For the purposes of this provision, "Claim" shall include all actions, suits, demands, investigations and proceedings of any kind, open, pending or threatened, whether matured, unmatured, contingent, known or unknown, at law or in equity, in any forum.

AQ. **Notice of Required Representations Regarding Consulting Agreements** - Section 4a-81 of the Connecticut General Statutes (the "Act") requires that this solicitation include a notice of the required representations regarding consulting agreements described in the Act. Accordingly, pursuant to the Act, bidders or other parties are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the representation described in paragraph AP(b) below (see Exhibit A).

(b) (1) Each contract described in paragraph AP(a) above shall include a representation whether any consulting agreement has been entered into in connection with any such contract. Such representation shall be required if any duties of the consultant included communications concerning business of a state or quasi-public agency, whether or not direct contact with a state



agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such representation is submitted. (2) Such representation shall be sworn as true to the best knowledge and belief of the person signing the contract and shall be subject to the penalties of false statement. (3) Such representation shall include the following information for each consulting agreement listed: The name of the consultant, the consultant's firm, basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such representation shall indicate his or her former agency and the date such employment terminated.

(c) In the event that a bidder or vendor refuses to submit the representation required under paragraph AP(b) above, such bidder or vendor shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

AR. **Gift Representation** - Section 4-252 (the "Statute") of the Connecticut General Statutes requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, or any agreement, include a notice of the representation requirements described in the Statute. Accordingly, pursuant to the Statute, bidders or other parties are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this paragraph shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless such contract contains the representations described in this paragraph

(c) The official or employee of such state agency or quasi-public agency who is authorized to execute state contracts shall certify that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

(d) Any principal or key personnel of the person, firm or corporation submitting a bid for a large state contract shall represent:

(1) That no gifts were by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participate substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or

award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made is submitting bids or proposals without fraud or collusion with any person.

(e) Any bidder or proposer that does not make the certification required under paragraph AQ(d) above shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

AS. **Iran Certification** – Section 4-252a of the Connecticut General Statutes (the "Act" for the purposes of this Paragraph) requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, or any agreement, include a notice of the certification requirements described in the Act. Accordingly, bidders or other parties are notified as follows:

(a) For the purposes of this Paragraph, the terms "state agency" and "quasi-public agency" shall have the same meanings as provided in section 1-79 of the General Statutes, "large state contract," has the same meaning as provided in section 4-250 of the General Statutes and "entity" means any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States, but excludes any United States subsidiary of a foreign corporation.

(b) No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract unless such contract contains a certification that such entity has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(c) Any entity who makes a good faith effort to determine whether such entity has made an investment described in Paragraph AS(b) above shall not be subject to the penalties of false statement pursuant to this Paragraph. A "good faith effort" for purposes of this subsection includes a determination that such entity is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this Paragraph shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the contract.

AT. **Prison Rape Elimination Act (PREA)** - The Contractor /Provider shall comply with the United States Department of Justice Final Rule for National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act of 2003 (PREA) 34 U.S.C. § 30301, et seq., including its provisions for Zero Tolerance and employee training. Effective August

1, 2013, any unit of the state or any political subdivision of the state that contracts for or otherwise incarcerates or detains adult or juvenile offenders, shall adopt and comply with applicable PREA Community Confinement, Lockup, and Juvenile Facility Standards with regard to sexual abuse and sexual harassment in lockups, community confinement facilities, and juvenile facilities.

## TOWN OF EAST HARTFORD

**TITLE: SOLID WASTE OFFICIAL**

**GRADE: 9**

**DEPARTMENT: PUBLIC WORKS –WASTE DIVISION**

**DATE: December 8, 2021**

### GENERAL DESCRIPTION

A technical and administrative position associated with inspection of waste disposal and recycling programs insuring compliance with and enforcement of local and state regulations, ordinances and statutes.

Plans, organizes and executes investigations of proper disposal and recycling practices and issuance of warnings, notices of violation and educational outreach.

The position requires a thorough understanding of waste disposal and recycling laws as established through local regulations, ordinances and state statutes. It also requires public education including the capacity to develop educational materials that inform and promote best waste disposal and recycling practices.

### SUPERVISION RECEIVED

Works under the general supervision of the Director of Public Works or designee.

### SUPERVISION EXERCISED

None

### ESSENTIAL DUTIES:

- Prepares and implements enforcement plans and procedures to address waste and recycling compliance by Town residential and municipal sectors.
- Conducts necessary planning and inspections town-wide; enforcing compliance.
- Reads, interprets and enforces all aspects of local and state solid waste laws.
- Receives and investigates complaints of solid waste violations.
- Monitors and evaluates the effectiveness of waste and recycling programs and procedures and makes recommendations for improvements.
- Organizes and conducts promotional and public education efforts.
- Designs materials for public informational campaigns to be used for conventional and social media outlets.
- Prepares statistical and narrative reports regarding tonnages, violations as required by the Town and State.
- Researches and develops new programs to divert waste and reduce town waste disposal costs.
- Coordinates activities with town departments, community organizations etc.
- Attends solid waste regional and state industry meetings on behalf of the town.

#### **KNOWLEDGE, SKILLS AND ABILITIES:**

- Thorough knowledge of state and local solid waste and recycling laws and best practices.
- Ability to conduct investigations, process notice of violations, legal orders, etc. to resolve non-compliance complaints.
- Ability to give clear, concise written and oral presentations and work effectively with staff, superiors and the general public.
- Must be customer education oriented.
- Ability to educate residents and municipal officials and to speak in public. Bilingual (Spanish) desirable.
- Ability to develop and design educational materials.
- Ability to prepare statistical reports, conduct research and make recommendations for process or program improvements.
- Ability to operate a computer for word processing, spreadsheets, databases, brochure design, case management and research.
- Ability represent the town in contested matters/hearings and prepare all documentation related to same.
- Ability to read maps and follow refuse and recycling routes.

#### **PHYSICAL AND MENTAL EFFORT AND ENVIRONMENTAL CONDITIONS:**

- Work is performed primarily outside, in all types of weather including heat, cold, rain and snow.
- Work of inspection will be performed in a vehicle, with administrative tasks to be completed in an office.
- Work is performed in the town in following daily service routes.
- Work requires ability to work independently with minimal supervision.
- Work may require carrying objects weighing 10 pounds or more.
- Work will require computer competency.
- Work will require a customer service and education orientation.

#### **QUALIFICATIONS**

- Bachelor's Degree in an area related to environmental sciences or public or business administration and 3 years of experience in recycling/solid waste, or 8 years of experience as a Solid Waste Official in a municipality or a similarly structured organization.

#### **SPECIAL REQUIREMENTS**

- Must have and maintain a valid Connecticut driver's license.

#### **TOOLS AND EQUIPMENT**

- Motor vehicle, personal computer, cellphone and other electronic devices.