

Robert J. Beck

EAST HARTFORD TOWN COUNCIL

2019 OCT 21 A 8:32

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

OCTOBER 15, 2019

PRESENT Chair Richard F. Kehoe, Vice Chair Linda A. Russo, Majority Leader Ram Aberasturia, Minority Leader Esther B. Clarke, Councillors Marc Weinberg, Joseph R. Carlson, Patricia Harmon and Caroline Torres

ABSENT Councillor Shelby J. Brown

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:35 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

The Chair called for a moment of silence to honor two people who had recently passed away.

Harry Egazarian was a former Town Councillor who was elected in 1977 and served until 1991. He was appointed Council Chair from 1979 until the end of his term. He was very active in his church and was committed to the town and its residents. He will be missed.

Rosemarie O'Dea was a member of the Inland/Wetlands Commission for over 20 years as well as an English teacher at East Hartford High School for 32 years. A true leader, she was devoted to the protection of the town's natural resources. She will be missed.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Susan Kniep, 44-46 and 50 Olde Roberts Street, (1) suggested that the agenda published for the meeting contain the expected cost to the taxpayers; (2) believes that the lease for the East Hartford Cultural Community Center should be brought to the Investigation & Audit Committee to be reviewed; and (3) read from a website "School Digger" which stated that "In 2019, East Hartford High School ranked worse than 86% of high schools in Connecticut". Ms. Kniep suggested a public meeting with town officials, including the Superintendent of Schools, to discuss this issue; and (4) thanked the Town Council for the proposed ordinance on ATVs.

Anita Morrison, 34 Jonathan Lane, (1) commented on the impactful issues that were on tonight's agenda; (2) suggested the Council defer the vote on the police pension and firefighters' contract until after the November elections; (3) was surprised about the costs to repair the Veterans Memorial Clubhouse and the East Hartford Community Cultural Center; and (4) thanked the sitting Council for their service to the town.

Mayor Leclerc (1) noted that October 29th is the last Council meeting before the elections; (2) explained the process for approving the Police pension and Firefighters contracts and also noted that both of the contracts met the pro forma approved by the Town Council; (3) asked that the Council consider the time expended by the Police and Firefighters for negotiations and approve their contracts tonight; (4) thanked the Ordinance Committee for the proposed ATV ordinance; (5) announced that Goodwin College had their groundbreaking ceremony for their fully taxable building at the corner of Main/Ensign Streets on Thursday October 10th; (6) stated that there will be 3 recruiting sessions for the 2020 U.S. Census at Raymond Library: October 21st 2:00pm – 5:00pm, November 4th 10:30am – 1:30pm, and November 18th 2:00pm – 5:00pm; and (7) reported that representatives from the Environmental Protection Agency reviewed the development projects that were allocated EPA funds through a Brownfields grant and they were very pleased with the results.

Setting a Public Hearing Date of Tuesday, October 29th @ 7:15 p.m. in Council Chambers: Revisions to Chapters 7 & 21 of the Code of Ordinances, entitled "Blight Ordinance"

MOTION By Linda Russo
seconded by Esther Clarke
to **set** a public hearing date of Tuesday, October 29th @ 7:15 p.m. in Council Chambers to hear public comment on revisions to Chapters 7 and 21 of the East Hartford Code of Ordinances, which – if approved – will become the town's "Blight Ordinance".
Motion carried 8/0.

Supplemental Budget Appropriation: Repairs for the East Hartford Community Cultural Center and Veteran's Memorial Clubhouse

MOTION By Ram Aberasturia
seconded by Linda Russo
to **adopt** the following resolution:

RESOLUTION CONCERNING A SUPPLEMENTAL BUDGET APPROPRIATION AND FUND BALANCE TRANSFER TO PROVIDE A FUNDING SOURCE FOR EMERGENCY BUILDING REPAIRS TO THE COMMUNITY CULTURAL CENTER FAÇADE AND THE VETERAN'S MEMORIAL CLUBHOUSE CHIMNEYS FOR THE FISCAL YEAR ENDING JUNE 30, 2020

WHEREAS, the Town of East Hartford owns and operates the Community Cultural Center and after the winter of 2019, it became apparent that large portions of the concrete façade around the roofline of the building was breaking away creating a clear and present danger to the general public that must be immediately remediated, and

WHEREAS, the Town of East Hartford also owns and operates the Veteran's Memorial Clubhouse and for the last 10 years, the Town has carefully monitored the conditions of the building and has recently been advised by independent engineers that repairs to the two main chimneys should be completed expeditiously to avoid a hazardous condition, and

WHEREAS, as a result of the aforementioned, it is necessary for the Town of East Hartford to set aside additional budget contributions to fund the necessary repairs in fiscal year 2019-20.

NOW THEREFORE BE IT RESOLVED, that the East Hartford Town Council does hereby approve this Supplemental Budget Appropriation of funds in the amount of \$500,000 from the Town's Undesignated Fund Balance for the purpose of funding the necessary repairs and does hereby amend the current 2019-20 fiscal year Operating Budget to reflect the attached Supplemental Revenue Appropriation and Expenditure Appropriation.

G0320-55900	Fund Balance Appropriation	500,000
G7807-63489	PW - Building Maintenance - CCC	400,000
G8300-63138	Parks – Contract Services	100,000

On call of the vote. motion carried 8/0.

East Hartford Police Department Pension Plan Agreement

MOTION By Marc Weinberg
seconded by Ram Aberasturia

to **approve** the "Retirement Plan for Full-Time Employees of the Police Department of the Town of East Hartford" as presented and attached to a memo from Mayor Marcia Leclerc to Town Council Chair Rich Kehoe dated October 4, 2019 with an effective date and an expiration date in conjunction with the provisions of Article 12 of the Plan – that was approved by the Police Union on September 24, 2019.

MOTION By Ram Aberasturia
seconded by Esther Clarke
to **TABLE** the East Hartford Police Department Pension Plan Agreement until the October 29th Town Council meeting.
Motion carried 8/0.

Contract between Town of East Hartford and Local 1548 International Association of Firefighters, AFL-CIO

MOTION By Ram Aberasturia
seconded by Linda Russo
to **approve** the tentative agreement for a successor collective bargaining agreement between the Town of East Hartford and Local 1548 International Association of Fire Fighters, AFL-CIO effective July 1, 2019 through June 30, 2022 as outlined and attached to a memo dated October 8, 2019 from Marcia A. Leclerc, Mayor to Rich Kehoe, Town Council Chair and as ratified by the bargaining unit members on October 7, 2019.

MOTION By Ram Aberasturia
seconded by Esther Clarke
to **TABLE** the contract between Town of East Hartford and Local 1548 International Association of Firefighters, AFL-CIO until the October 29th Town Council meeting.
Motion carried 8/0.

Referral to Real Estate Acquisition & Disposition Committee re: 23 Cambridge Drive

MOTION By Linda Russo
seconded by Caroline Torres
to **refer** to the Real Estate Acquisition & Disposition Committee the possible acquisition of 23 Cambridge Drive in connection with the new Senior Center which is located at 15 Milbrook Drive, with instructions to review the issue and report back to the Town Council with its recommendations, if any.
Motion carried 8/0.

Appointment of Joshua Quintana to the Planning & Zoning Commission

MOTION By Marc Weinberg
seconded by Ram Aberasturia

to **approve** the appointment of Joshua Quintana, 51 Goodwin Street, to the Planning & Zoning Commission, as an alternate, whose term shall expire December 2019.
Motion carried 8/0.

Service Contract: East Hartford Police Department and LexisNexis-Crash Logic

MOTION By Ram Aberasturia
 seconded by Linda Russo
 that the Town Council, pursuant to Section 10-4a of the town of East Hartford Code of Ordinances, **approve** the law enforcement agreement between LexisNexis Coplogic Solutions, Inc. and the Town of East Hartford, as attached to a memo from East Hartford Chief of Police Scott Sansom to Mayor Marcia A. Leclerc dated October 11, 2019 which contract will now provide an electronic copy of an accident report for incidents that occur within the town of East Hartford at no cost to the town of East Hartford or the Police Department for this service.
 Motion carried 8/0.

A copy of the contract follows these minutes.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

None

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

School Street Plaza, LLC v. Town of East Hartford, assessment appeal re: Docket Nos. HHB-CV-17-6037842-S, HHB-CV-18-6044656-S, HHB-CV-19-6052268-S, 265 Ellington Road

MOTION By Ram Aberasturia
 seconded by Linda Russo
 to **accept** the recommendation of Corporation Counsel to settle the pending assessment tax appeals known as School Street Plaza, LLC v town of East Hartford, Docket Nos. HHB-CV-17-6037842-S, HHB-CV-18-6044656-S and HHB-CV-19-6052268-S, involving real property located at 265 Ellington Road, from a fair market value of \$11,025,410 to the fair market value of \$10,050,000, which shall generate a reduction of \$32,126.21 in property taxes for the Grand List of 2016.
 Motion carried 8/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Jon Petoskey, 147 Jessica Drive, thanked the Councillors – especially those who are not running for another term – for their service to the town; (2) thanked the Police and Fire Departments for their diligent efforts in negotiating their contracts; and (3) considers it an honor to be a candidate in the upcoming election.

Ram Aberasturia wished his son, Colson Roberto Aberasturia, a Happy 2nd Birthday on Thursday October 17th! He also noted that the EHHS soccer team is ranked 2nd in the state and urged all to attend the game this Friday, October 18th.

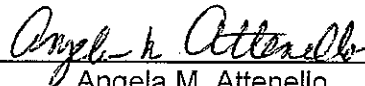
Marc Weinberg wished Ram Aberasturia a Happy Birthday – which is October 19th.

ADJOURNMENT

MOTION By Esther Clarke
 seconded by Linda Russo
 to **adjourn** (9:30 p.m.).
 Motion carried 8/0.

The Chair announced that the next meeting of the Town Council would be October 29th.

Attest



Angela M. Attenello
TOWN COUNCIL CLERK

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("Agreement") is dated _____ ("Effective Date") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("Provider"), and The Town of East Hartford, with its principal place of operations at 740 Main Street, East Hartford, Connecticut 06108 ("Agency"). Provider and Agency may be referred to herein individually as a "Party" and collectively referred to as "Parties".

1. **SCOPE.** Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "Services") as described in an applicable order to this Agreement ("Order"). The parties acknowledge Agency operates a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "Report"). "Report" shall also include any associated or supplemental information provided with the Report including agency name, images and upload date, as applicable.

2. **LICENSE AND RESTRICTIONS.**

2.1 License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

- a. Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
- b. Agency shall not access or use Services from outside the United States without Provider's prior written approval; and
- c. Agency shall not use the Services to create a competing product or provide data processing services to third parties; and
- d. Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
- e. Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
- f. Agency may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
- g. Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and
- h. Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
- i. Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

2.2 Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

2.3 Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and

including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

- 3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

- 4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth below. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider. If any invoice (or undisputed portion thereof) remains unpaid and not subject to a Dispute after sixty (60) days from the invoice date, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.
- 4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("Agency Fee") purchased from the applicable eCommerce portal as set forth on an Order to this Agreement, including but not limited to purchases of Reports from the applicable eCommerce portal by an Affiliate (as defined in Section 16.1 below) of Provider or an Authorized Requestor. On a monthly basis, Provider will electronically

transfer to Agency's designated account, the total amount of applicable Agency Fees collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center administration portal and its successor. At any time during the Term and upon not less than five (5) days' written notice to Provider, Agency shall have the right to audit such monthly reports on an annual basis. If such audit occurs at the Provider's office or place of business, such audit shall occur during normal business hours.

- 4.2.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:
 - 4.2.1.1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
 - 4.2.1.2. When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or
 - 4.2.1.3. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors shall be provided free of charge.

- 4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall exceed the amount a provider may legally charge an Authorized Requestor.

5. **RETENTION / DISTRIBUTION.** For all Services provided hereunder that involve Reports, Provider will maintain a copy of each Report for a period of no less than seven (7) years from the date of the Report. For Services that contemplate the sale of Reports as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with applicable laws and regulations. Nothing in this Agreement shall prohibit Provider's Affiliates from purchasing Reports from the applicable eCommerce portal as set forth in an Order for Affiliate products and services. Provider's Affiliates may distribute previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors and Agency Requestors in accordance with an applicable Order and applicable laws and regulations.

6. TERMS AND TERMINATION.

- 6.1 Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

- 6.2 Termination.

- 6.2.1 Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.
- 6.2.2 Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.
- 6.2.3 Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

- 6.3 Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to

continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

7. **RELEVANT LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:
- 7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information from a motor vehicle record obtained by Provider from state Departments of Motor Vehicles as those terms are defined by the Federal Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq., ("DPPA") and its state analogues ("DMV Data"), and that Agency is required to comply with the DPPA or its state analogues, as applicable. Agency agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.
 - 7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
 - 7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
 - 7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
 - 7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
 - 7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. Definition. "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify

Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.

8.4. Exception for Subpoenas and Court Orders.

A Party may disclose Confidential Information solely to the extent required by subpoena, court order, pursuant to Conn. Gen. Stat. § 1-210 et seq. ("CT FOIA"), or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order, CT FOIA request, or decision of the other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Prior to any disclosure hereunder, Provider shall have not less than ten (10) business days from the date it receives such written notice to provide evidence of a statutory exemption under applicable law sufficient to protect the information or obtain a protective order or equivalent from a court of competent jurisdiction. If information is disclosed, Agency will take reasonable steps to limit any such disclosure of Confidential Information to the specific information requested. Confidential Information disclosed pursuant to subpoena, court order, CT FOIA request, or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

8.4.1. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that in order for Agency to comply with its obligations under East Hartford CT, Code of Ordinances §10-4a, it is Agency's practice to disclose and/or distribute contracts for vendor services to its Mayor and Town Council for review and approval. Provider acknowledges and agrees that Agency may disclose this Agreement and any Orders or attachments hereto to its Mayor and Town Council for the purposes set forth in this paragraph and that such disclosure may be documented in a permanent record available to the public. Disclosures required by CT FOIA or as set forth in this paragraph shall not be considered a breach of any of the confidentiality provisions set forth in this Agreement.

8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.

8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.

8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS. Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES. Agency represents and warrants to provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY. FOR PURPOSES OF THIS SECTION, "PROVIDER" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT

LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. INDEMNIFICATION. To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "indemnified parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the "indemnifying parties"); (ii) the gross negligence or willful misconduct of the indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the indemnified Parties promptly notifying the indemnifying Parties in writing of any claims or suits.

13. LIMITATION OF LIABILITY. To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. , To the extent the relevant services are made available at no cost to agency, then in no event shall Provider's liability to agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

14. FORCE MAJEURE. Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that agency will be obligated to pay provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES. All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

16.1. Affiliates. Agency understands and agrees that certain Services furnished under this Agreement may actually be provided by one or more of Provider's Affiliates. For purposes of this Agreement, "Affiliate" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder.

16.2. Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

16.3. Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

16.4. Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed



against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- 16.5. Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.
- 16.6. Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.
- 16.7. Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.
- 16.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.
- 16.9. Governing Law. The Agreement will be governed by and construed under the laws of the State of Connecticut excluding its conflict of law rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: Town of East Hartford

Provider: LexisNexis Coplogic Solutions Inc.

Signature: *Marina Alecker*

Signature: _____

Printed Name: Marina Alecker

Printed Name: _____

Title: Mayor

Title: _____

Date: 10/9/19

Date: _____

Approved As TO Form:

[Signature]

October 9, 2019

Asst. Corporation Counsel

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. **Data Protection.** Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
2. **Agency's Information Security Program.** Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
3. **Agency Security Event.** In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:
 - (i) provide immediate written notice to:
 - a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - b) via email to (security.investigations@lexisnexis.com); or
 - c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
 - (ii) promptly investigate the situation; and
 - (iii) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
 - (iv) if required by law, or in Provider's discretion, Agency shall:
 - a) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
 - (v) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
 - (vi) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.