

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF DERBY BOARD OF EDUCATION, a Connecticut Municipal Board of Education (the “Licensor”), with a principal place of business at 35 Fifth Street, Derby, Connecticut, 06418, acting herein by Jim Gildea, its Chairman, duly authorized and the STATE OF CONNECTICUT (the “Licensee” or the “State”) acting herein by and through Melody A. Currey, its Commissioner of the Department of Administrative Services, with an address of 450 Columbus Boulevard, Suite 1501, Hartford, Connecticut, 06103, pursuant to the authority conferred upon her pursuant to the provisions of the Connecticut General Statutes Section 4b-30, as revised.

WHEREAS, the Licensor has custody and control of Derby High School (the “High School”) located at 75 Chatfield Street, Derby, Connecticut 06418;

WHEREAS, the Connecticut CSCU State Colleges and Universities (“CSCU”), for the Board of Regents for Higher Education, desires for Housatonic Community College (“HCC”) to use laboratory and classroom space, room numbers G01 and G03, located on the ground floor of the High School; and

WHEREAS, DAS has the authority to enter into this License Agreement on behalf of the State for CSCU.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties hereto agree as follows:

1. License.

a. The Licensor hereby grants to the Licensee a temporary, non-exclusive license to enter over, across and upon the High School in order to use laboratory and classroom space as shown in Exhibit A attached hereto and made a part hereof (the “License Area”), along with restrooms located in the general area of the licensed spaces, for the purpose of HCC providing the following academic programs: (1) a College Connections program during normal High School hours, Monday through Friday 7:30AM and 1:55PM (the “High School Hours”) to provide early college education and training in Advanced Manufacturing to high school students from the City of Derby and other surrounding school systems as approved in advance by Licensor; and (2) non-credit Advanced Manufacturing programs for adult learners and the incumbent worker population, when approved in advance by Licensor ( the College Connections program and the Advanced Manufacturing program is collectively referred to herein as the “Academic Program”). The Licensor shall also provide, on a non-exclusive basis, parking for HCC staff and program participants in the on-site surface parking lot adjacent to the License Area as shown in Exhibit A(1), or in other High School general parking areas if the adjacent parking lot is full.

b. The Licensee expressly agrees that it does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the High School or License Area.

2. Duties of Licensor.

a. The Licensor shall be responsible for the management and operation of the License Area, as a laboratory and classroom space, consistent with Licensor's past practice, including but not limited to, providing utilities, custodial, IT, security, lighting, maintenance (as needed to keep the License Area in good working order and condition), and snow and ice removal and sanding of the outside areas of the High School and parking lots.

b. Expenses for services above normal maintenance shall be paid by Licensee. Any such services must be arranged and approved in advance by Licensor.

3. Consideration.

a. The Licensor agrees to permit the Licensee use of the License Area in exchange for HCC providing college-credit courses to High School students along with other school system high school students who may attend the Academic Program when approved by the Licensor in advance. The direct cost of instruction, books and materials for these courses is to be borne and paid by the Licensee through non-state grant funds for the 2018 – 2019 high school academic year. The Licensor, and other school systems that participate in the Academic Programs, shall fund the direct cost of instruction books and materials for these courses starting in the fall semester, 2019. Initial course offerings for the Academic Program will include: (1) drill press and saw, (2) manufacturing and bench work, and (3) basic blueprint reading. Successful completion of all three (3) courses, with individual final course grades of C or better, shall yield five (5) total credit hours applicable toward HCC's Industrial Technology degree program. The Academic Program may be expanded with additional courses as determined by both the Licensor and Licensee. The success of the Academic Program will be measured by key factors such as, including but not limited to, high student enrollment to the Academic Program and to HCC and the availability of federal funding.

b. The Licensee is to provide and install and maintain in good working order, all equipment and furnishings required to administer the above Academic Programs including desks, tables, chairs, computers, and machine/laboratory equipment. After termination or expiration of this Agreement, as applicable, Licensee shall promptly remove all such personal property.

c. Expenses incurred for the operation of the Academic Program after High School Hours will be assessed in advance between Licensee and Licensor on a case by case basis prior to the occurrence to determine to whom expenses, or partial expenses, will be assessed. Any of the Academic Program courses held after High School Hours must be arranged and approved in advance by Licensor.

4. Term.

a. The term of this Agreement shall be three (3) years and will commence upon the date this Agreement is approved by the Office of the Attorney General (the “Commencement Date”). This Agreement shall not take effect until and unless approved by the Office of the Attorney General. Notwithstanding the foregoing, if a determination is made either by Licensor and Licensee that the Academic Program is not producing desired outcomes, Licensor and/or Licensee may terminate this Agreement, without cause or penalty, at any time upon one hundred eighty (180) days prior written notice to the other party.

b. This Agreement may be renewed upon the mutual approval of Licensor and Licensee for one additional three (3) year and, upon the completion of that additional term, for one final one (1) year term (collectively, the “Renewal Term”) totaling up to seven (7) years. The Licensee shall provide Licensor one hundred eighty (180) days’ advance written notice of its intention to renew this Agreement. Licensor shall then have a period of sixty (60) days’ after receipt of such notice to notify Licensee by written notice whether Licensor wishes to renew this Agreement. Licensor’s failure to reply to Licensee’s renewal request shall be deemed Licensor’s approval. All other terms and conditions of this Agreement shall remain in effect for the Renewal Term.

5. Use.

a. Hours of use for the College Connection Program for High School students will occur during High School Hours. Hours of use for the non-credit Advanced Manufacturing Courses to be offered to adult learners and incumbent workers will occur on evenings and weekends at times to be mutually agreed upon in advance by the Licensor and Licensee.

b. The Licensee shall not use the License Area on days when Licensor has an emergency High School closing, including days in which Licensor has High School during the day but cancels afternoon and/or evening programs and/or activities of the Licensor.

c. The Licensee shall use the License Area solely for the purposes permitted in this Agreement.

d. No dangerous explosives or hazardous substances may be brought onto, stored or used on or in the License Area.

e. The Licensee acknowledges that Licensor, or Licensor’s employees, agents or contractors, may access the License Area during hours of allowable use included in Section 5(a), as may be necessary or required, in Licensor’s reasonable discretion.

f. The Licensee’s use of the License Area is subject and subordinate to any rules or regulations, including, but not limited to, security procedures and orders, promulgated by Licensor from time to time concerning the License Area and High School grounds, whether or not attached to this Agreement.

g. Licensee shall give prompt notice to the Licensor in case of an accident in the License Area during Licensee's periods of use.

h. The Licensee shall pay the reasonable costs of all repairs, replacements, deterioration or damages to the interior of the License Area including, without limitation, plumbing, electrical, fire alarm systems, floor surfaces, glass, all partitions, ceilings and doors, within or servicing the License Area, occasioned by negligent acts or omissions or willful misconduct of the Licensee, the Licensee's officers, agents, employees, clients, invitees, licensees, visitors, guests or servants. Licensor will provide Licensee an invoice detailing the cost of said repairs or replacements. Licensee shall reimburse Licensor within thirty (30) days of receipt of such invoice, provided that Licensee does not dispute any charges in the invoice. In the event of an invoice dispute, the Licensee shall deliver a written statement to the Licensor no later than ten (10) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. In the event of such dispute, Licensor and Licensee agree to work together to resolve the same.

i. The Licensee shall be responsible for any equipment or other personal property it keeps in the License Area. Licensor shall not be required to repair any injury or damage by fire or other cause or to make any repairs or replacements of any equipment or other personal property of Licensee, Licensee's employees and invitees, provided such injury or damage is not attributed to Licensor, Licensor's employees, invitees or students. At the expiration of the Term or on any termination of this Agreement, Licensee shall vacate and remove all of its equipment and other personal property from the License Area and leave the License Area in good order and condition. The Licensee shall be responsible for the cost of any such removal, including the cost of repairing any damage to the License Area caused by such removal.

6. Insurance.

a. Throughout the term of this Agreement, and any extension thereof, Licensee shall maintain, at Licensee's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. In addition, Licensee shall maintain a Commercial Umbrella Liability policy having limits of \$5,000,000 occurrence/\$5,000,000 aggregate in excess of Commercial General Liability, Business Automobile, and Employers Liability Insurance. Such insurance policy or policies shall name the Licensor and Licensor's, agents and employees as additional insureds. Licensor acknowledges Licensee may self-insure.

b. The Licensor and Licensee shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage

shall include Employer's Liability coverage with minimum limits of \$1,000,000 for each accident, \$1,000,000 for disease, and \$1,000,000 for each employee, per policy period. Licensee is self-insured for Workers' Compensation and Employer's Liability as required by Connecticut General Statute Sections 31-284(a) through (c).

c. Throughout the Term, Licensor also shall maintain, at Licensor's sole cost and expense, a policy or policies of standard fire and casualty insurance, including special form coverage, insuring the License Area against all risks of damage thereto, together with endorsements insuring against damage and other loss, costs and expenses due to earthquake, demolition, increased cost of construction, contingent liability associated with building laws and regulations, and, if any portion of the License Area is located is within a 100 year flood zone, also flood. The coverage limits for such insurance shall be not less than one hundred percent (100%) of the full replacement cost of the License Area and, in all events, in such amounts so that Licensor is not deemed a co-insurer of any loss, risk or damage covered thereby. The amount of casualty insurance maintained by Licensor shall in no way limit the Licensor's obligations to repair or reconstruct the License Area or any portion thereof following a casualty.

d. All insurance shall be written on an occurrence basis as opposed to "claims made" basis.

e. The insurance required hereunder shall be written with insurers licensed to do business in the State of Connecticut and which are rated A-(VIII) or better by the latest edition of Best's Rating Guide or, if not available, any generally recognized replacement therefor. Each policy of insurance required hereunder shall provide for a minimum of thirty (30) days prior notice of any cancellation or changes in coverage. Copies of insurance policies required of one party shall be provided to the other not later than the Commencement Date and thereafter not later than thirty (30) days prior to the expiration of each such policy.

f. Nothing herein shall preclude either party from procuring and maintaining, at such party's sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate, provided, however, that all liability insurance (other than insurance policies for garage-keeper's liability, workers compensation and employer's liability) maintained by Licensee shall name Licensor and Licensor's officials, agents and employees as additional insureds. Any insurance maintained by the Licensee hereunder shall be primary and non-contributory and not in excess of any other insurance maintained by Licensor and/or any other persons or parties. Any insurance maintained by Licensor shall be in excess of any and all insurance maintained by Licensee and shall not contribute with it.

g. The Licensor shall be fully and solely responsible for any and all costs and expenses associated with and thus shall pay any and all coverage deductibles and/or self-insured retentions under any policies maintained by Licensor in connection with the Property.

h. Intentionally Omitted.

i. The Licensee shall assume and pay all costs and billings for premiums and audit charges earned and payable under the insurance it is required to maintain as set forth above. Each such insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

7. State Standard Provisions.

a. Definitions for terms as used in this Section:

- (i) Claims: 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.
- (ii) Contract: This Agreement.
- (iii) Contractor: The Licensor.
- (iv) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Contract in any capacity.

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

- (v) State: The State of Connecticut, including any office, department, board, council, commission, institution or other agency or entity of the State.

b. Indemnification:

- (1) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, from the willful misconduct or negligent acts or omissions of Contractor or Contractor Parties (collectively, the "Acts"); 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 any such Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopied

compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

- (2)The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence or willful misconduct of the State or any other person or entity acting under the direct control or supervision of the State.
- (3)The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
- (4)The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the acts giving rise to the claims.
- (5)The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the State prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the State. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.
- (6)The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a claim against a third party.
- (7)This section shall survive the termination of the Contract and shall not be limited by reason of any insurance coverage.

c. Audit and Inspection of Plants, Places of Business and Records:

- (1)The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (2)The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

- (3)The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (4)The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor.
- (5)The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (6)The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (7)The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

d. Whistleblowing: This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.



9. Miscellaneous.

a. At the expiration or termination of this Agreement, the Licensee may continue to utilize the License Area on a month-to-month basis subject to the same terms, conditions and covenants contained herein. Notwithstanding this provision, the Licensor shall not charge and the Licensee shall not pay an increase in the consideration unless the Licensor shall have provided the Licensee written demand of the increase at least 45 days prior to the requested effective date and such increase has been previously approved in writing by the State Properties Review Board.

b. All notices required under this Agreement shall be in writing and shall be transmitted by certified mail, return receipt requested (postage prepaid) as follows:

to the Licensee at: Commissioner of Administrative Services, Department of  
Administrative Services, 450 Columbus Boulevard, Suite 1501,  
Hartford, Connecticut, 06103

with a copy to: Department of Administrative Services, Administrator, Statewide  
Leasing and Property Transfer Unit, 450 Columbus Boulevard,  
Suite 1402, Hartford, Connecticut, 06103

to the Licensor at: Derby Public Schools  
Attn: Superintendent  
35 Fifth Street  
Derby, Connecticut, 06418

c. This Agreement, whatever the circumstances, shall not be binding on the Licensor or Licensee unless and until approved by the Office of the Attorney General of the State of Connecticut and delivered to the Licensor.

d. This Agreement may not be modified except in writing signed by both the Licensor and Licensee. Any modification of this Agreement or additional obligation assumed by either of the Licensor or the Licensee in connection with this Agreement shall be binding only if evidenced in a writing signed by the Licensor and the Licensee or an authorized representative of the Licensor or the Licensee, and approved by the Office of the Attorney General of the State of Connecticut.

e. The parties acknowledge and agree that nothing in this 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 section conflicts with any other section, this section shall govern.

f. This Agreement shall not be recorded on the Land Records.

g. The failure of either party to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

h. 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 the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 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 Licensor's request, the Licensee shall provide a copy of these orders to the Licensor.

i. Intentionally omitted.

j. For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit B.

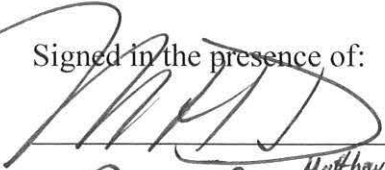
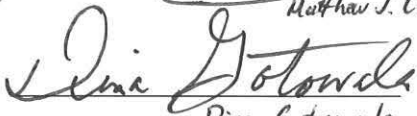
k. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without 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 Licensor 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.

[Signature pages follow]

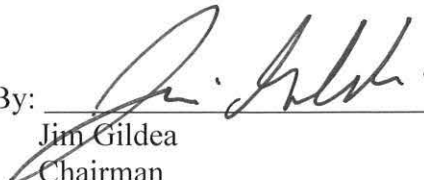
IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as set forth below.

CITY OF DERBY BOARD OF EDUCATION

Signed in the presence of:

  
\_\_\_\_\_  
Matthew J. Conway  
  
\_\_\_\_\_  
Dina Gotowala

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

  
\_\_\_\_\_  
Jim Gildea  
Chairman  
Duly Authorized

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

12/17/18

STATE OF CONNECTICUT

Signed in the presence of:

\_\_\_\_\_  
  
\_\_\_\_\_

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


Melody A. Currey  
Its Commissioner of Administrative Services  
Duly Authorized

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

STATE OF CONNECTICUT        )  
  )  
COUNTY OF NEW HAVEN        )        ss: Derby

On this the 17 day of December, 2018, before me, the undersigned officer, personally appeared Jim Gildea, executed the foregoing Agreement as his free act and deed and the free act and deed of said City of Derby Board of Education.

In witness whereof I hereunto set my hand.

  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires: 2/28/2023

STATE OF CONNECTICUT        )  
  )  
COUNTY OF HARTFORD        )        ss: Hartford

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared Melody A. Currey, Commissioner of the Department of Administrative Services, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity as therein stated and for the purposes therein contained.

In Witness Whereof I hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

Accepted:  
CONNECTICUT BOARD OF REGENTS FOR HIGHER EDUCATION  
By: CONNECTICUT STATE COLLEGES AND UNIVERSITIES

By: Mark E. Ojakian  
Mark E. Ojakian  
Its President

Date signed: 1-2-19

Approved:  
OFFICE OF POLICY AND MANAGEMENT:

By: \_\_\_\_\_  
Susan Weisselberg  
Its Deputy Secretary

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

Approved:  
STATE PROPERTIES REVIEW BOARD

By: \_\_\_\_\_  
Edwin S. Greenberg  
Its Chairman

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

Approved:  
OFFICE OF THE ATTORNEY GENERAL

By: \_\_\_\_\_  
Joseph Rubin  
Its Associate Attorney General

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

EXHIBIT A

License Area

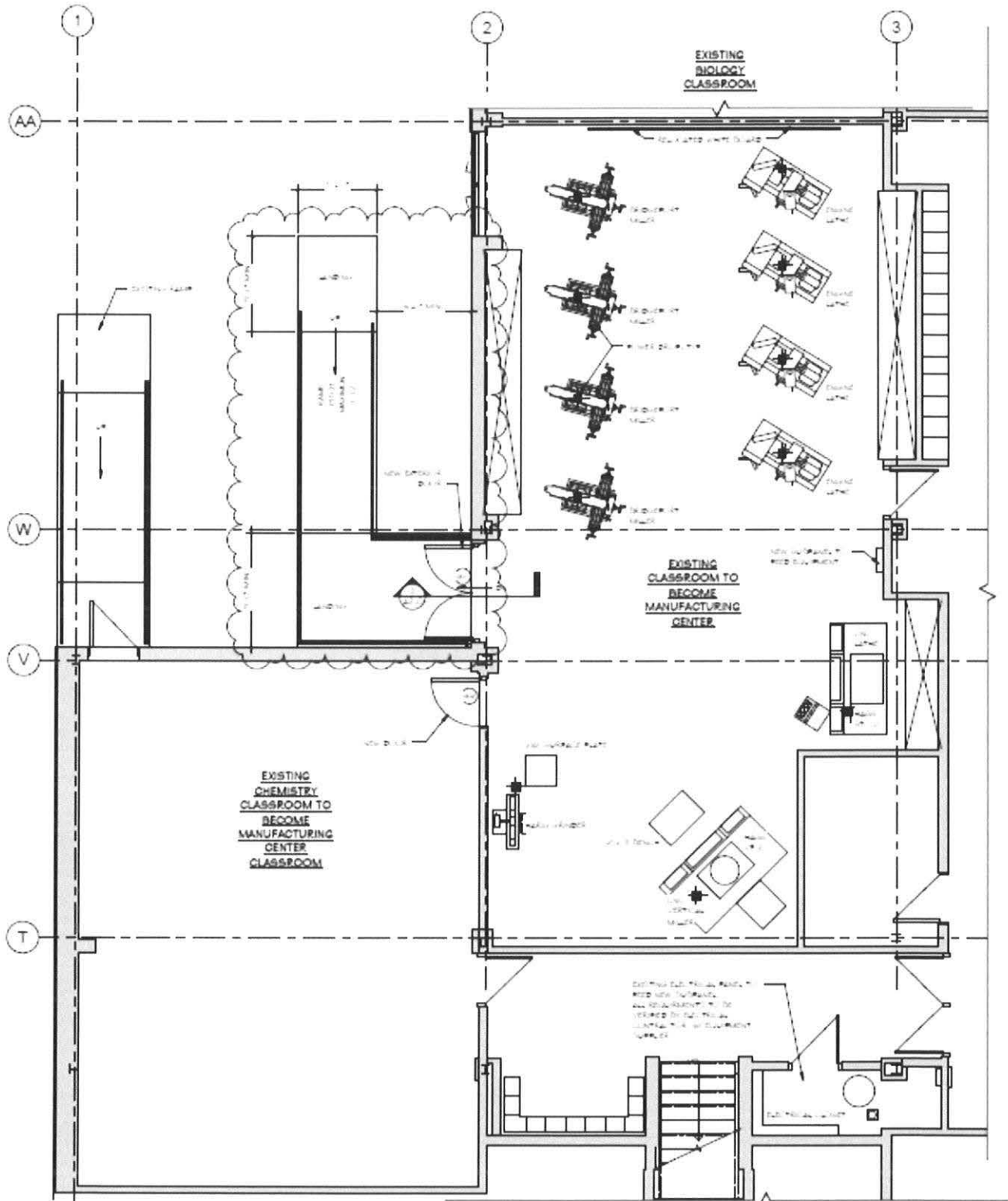
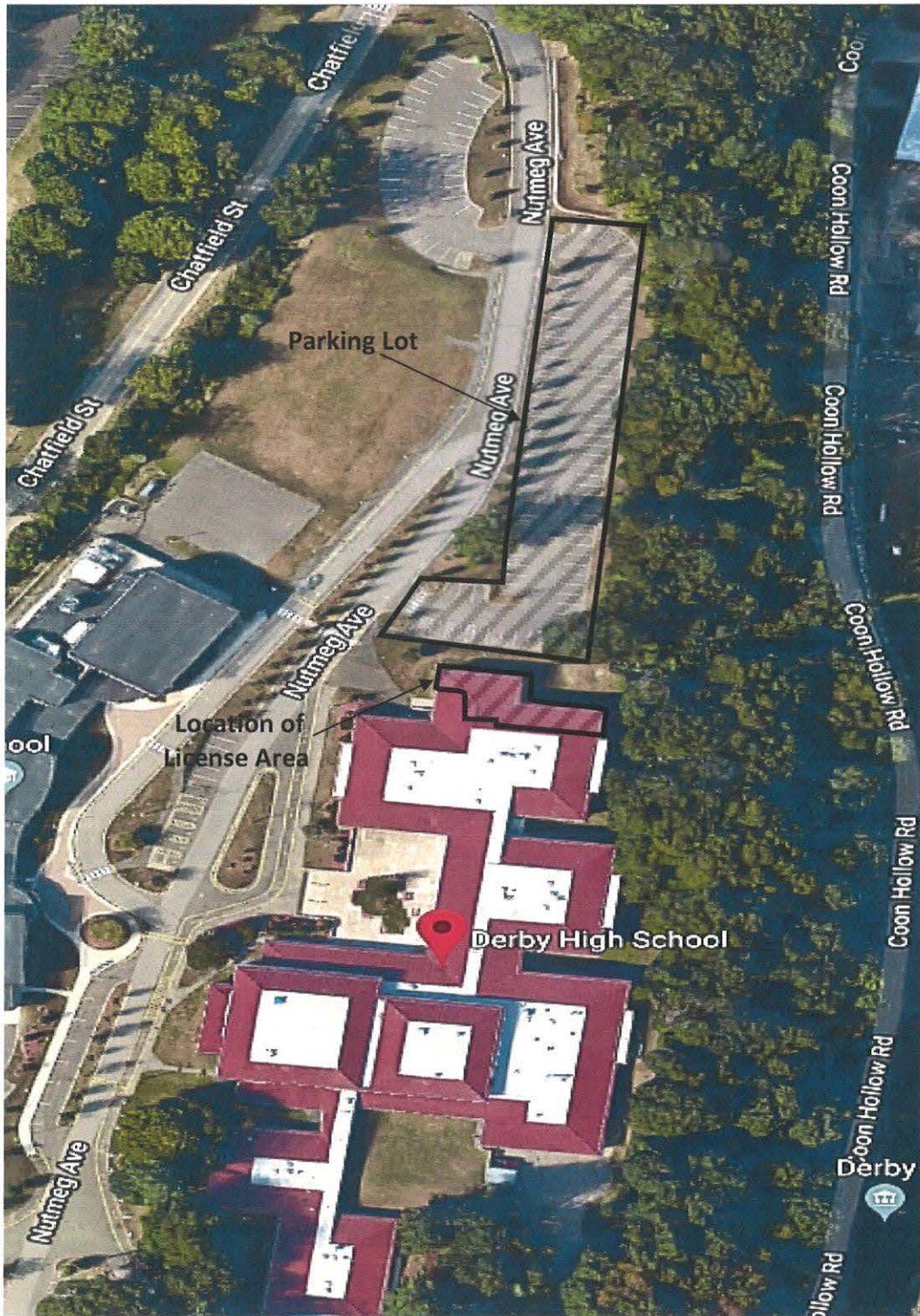


EXHIBIT A(1)



## EXHIBIT B

### **Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations**

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

#### **CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

*No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

#### **DUTY TO INFORM**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.



## **PENALTIES FOR VIOLATIONS**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

## **CONTRACT CONSEQUENCES**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to “Lobbyist/Contractor Limitations.”

## **DEFINITIONS**

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

“Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals,

through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

# City of Derby, Connecticut

*One Elizabeth Street - 06418*



Marc J. Garofalo, MPA, CCTC  
Town / City Clerk

Telephone - 203.736.1462 Extension 2  
FAX - 203.736.1479

Email - townclerk@derbyct.gov

## Certificate of Incumbency

I, Marc J. Garofalo, Town / City Clerk of the City of Derby, CT do hereby certify that on the date of this certificate the officers of the City of Derby listed below were duly chosen, qualified and acting officers of the City of Derby, holding the offices indicated in the official titles following their respective names with the terms of service indicated thereafter.

James Gildea Chair, Board of Education 12-2-2017 to 12-7-2019

I further certify that the seal which has been impressed on this certificate is the legally adopted, proper and only official seal of the City of Derby.

In witness whereof, I have signed this certificate and impressed on this certificate the seal of the City of Derby, CT, as of the 20<sup>th</sup> day of December, 2018.

A handwritten signature in black ink that reads "Marc J. Garofalo". The signature is written in a cursive style and is positioned above a horizontal line.

Marc J. Garofalo, MPA, CCTC  
Town / City Clerk  
City of Derby, CT

SEAL