



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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SIMSBURY BOARD OF SELECTMEN

Main Meeting Room – Simsbury Town Hall – 933 Hopmeadow Street, Simsbury
Regular Meeting – October 10, 2018 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

SELECTMEN ACTION

- a) Tax Refund Requests
- b) Proposed Purchasing Card Agreement
- c) Acceptance of Local Bridge Program Grant
- d) Proposed Revisions to Assistant Planning Director (Assistant Town Planner) Job Description
- e) Proposed Revisions to Children's Reference Librarian Job Description
- f) Proposed Professional Travel Policy
- g) Proposed FY 18/19 General Wage Increase for Unaffiliated Positions
- h) Town Manager Performance Review Process and Instrument



APPOINTMENTS AND RESIGNATIONS

- a) Proposed Appointment of Regina Pynn to the Board of Assessment Appeals
- b) Proposed Appointment of Stephen McDonnell as a Hearing Officer
- c) Proposed Appointments to the Economic Development Commission
- d) Resignation of Judy Sturgis from the Community for Care
- e) Resignation of William Mullen from the Culture, Parks and Recreation Commission

REVIEW OF MINUTES

- a) Regular Meeting of September 24, 2018
- b) Special Meeting of September 29, 2018

DISCUSSION ON 2018-2019 BOARD OF SELECTMEN GOALS AND PRIORITIES

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

- a) Personnel
- b) Finance
- c) Welfare
- d) Public Safety
- e) Board of Education

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Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Tax Refund Requests
2. **Date of Board Meeting:** October 10, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Colleen O'Connor, Tax Collector
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the tax refunds as presented, the following motion is in order:

Move, effective October 10, 2018 to approve the presented tax refunds in the amount of \$10,894.03, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds.

5. **Summary of Submission:**
Tax refunds need to be issued from time to time for motor vehicles, real property, and personal property. Some of the most common reasons tax refunds need to be issued for motor vehicles include: sale of the vehicle; the vehicle is destroyed; the vehicle is donated; the owner has moved out of state; or, the owner has successfully appealed the taxes. Real estate refunds are typically due to the fact that during the sale or refinancing of a property, both a bank and an attorney's office have paid taxes owed, resulting in an overpayment to the Town. Overpayments of personal property taxes are rare; often overpayments of personal property are due to a person or entity forgetting that they paid in full in July, then also sending the January installment.

In a legal opinion from the Town Attorney dated May 22, 2001, he stated that CGS §12-129 "requires that all applications for tax refunds be referred to the Board (of Selectmen) for their consideration and action." Once approved by the Board of Selectmen, the Town Manager will sign off on tax refund applications. As a reminder, the Tax Collector's Office is responsible for collecting revenue for the Fire District pursuant to Special Act #264 of the Legislature in 1945. However, tax refunds for the Fire District are not under the jurisdiction of nor approved by the Board of Selectmen and are therefore not included in the requested tax refunds presented.

6. **Financial Impact:**
The aggregate amount of all tax refunds as presented is \$10,894.03. The attachment dated October 10, 2018 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
 - a) Requested Tax Refunds, dated October 10, 2018

REQUESTED TAX REFUNDS OCTOBER 10, 2018

	BILL NUMBER	TAX	INTEREST	TOTAL
List 2016				
Costello Richard G	16-03-53787	\$62.93		\$62.93
EAN Holdings LLC	16-03-55220	\$73.04		\$73.04
EAN Holdings LLC	16-03-55221	\$36.30		\$36.30
EAN Holdings LLC	16-03-55248	\$46.84		\$46.84
EAN Holdings LLC	16-03-55253	\$83.92		\$83.92
EAN Holdings LLC	16-03-55260	\$145.70		\$145.70
EAN Holdings LLC	16-03-55268	\$69.63		\$69.63
EAN Holdings LLC	16-03-55271	\$56.08		\$56.08
EAN Holdings LLC	16-03-55282	\$106.55		\$106.55
EAN Holdings LLC	16-03-55283	\$87.39		\$87.39
EAN Holdings LLC	16-03-55296	\$55.21		\$55.21
EAN Holdings LLC	16-03-55297	\$112.34		\$112.34
EAN Holdings LLC	16-03-55298	\$37.82		\$37.82
EAN Holdings LLC	16-03-55299	\$58.34		\$58.34
EAN Holdings LLC	16-03-55303	\$106.55		\$106.55
EAN Holdings LLC	16-03-55306	\$62.56		\$62.56
EAN Holdings LLC	16-03-55310	\$170.87		\$170.87
EAN Holdings LLC	16-03-55317	\$104.47		\$104.47
EAN Holdings LLC	16-03-55319	\$93.03		\$93.03
EAN Holdings LLC	16-03-55326	\$111.10		\$111.10
EAN Holdings LLC	16-03-55345	\$42.81		\$42.81
EAN Holdings LLC	16-03-55348	\$58.90		\$58.90
EAN Holdings LLC	16-03-55349	\$49.23		\$49.23
EAN Holdings LLC	16-03-55351	\$42.53		\$42.53
EAN Holdings LLC	16-03-55354	\$30.94		\$30.94
EAN Holdings LLC	16-03-55357	\$25.20		\$25.20
EAN Holdings LLC	16-03-55372	\$79.82		\$79.82
EAN Holdings LLC	16-03-55376	\$79.82		\$79.82
EAN Holdings LLC	16-03-55383	\$31.09		\$31.09
VW Credit Leasing LTD	16-03-69925	\$517.79		\$517.79
Gilmore Emma R	16-04-81211	\$377.52		\$377.52
EAN Holdings LLC	16-04-83795	\$255.44		\$255.44
EAN Holdings LLC	16-04-83796	\$217.19		\$217.19
EAN Holdings LLC	16-04-83797	\$142.29		\$142.29
EAN Holdings LLC	16-04-83798	\$83.91		\$83.91
EAN Holdings LLC	16-04-83799	\$190.50		\$190.50
EAN Holdings LLC	16-04-83800	\$322.25		\$322.25
EAN Holdings LLC	16-04-83801	\$264.27		\$264.27
Total 2016		\$4,492.17	\$0.00	\$4,492.17
List 2017				
Pinnacle Investment Mgmt	17-02-40600	\$170.93		\$170.93
ACAR Leasing Ltd	17-03-50117	\$200.49		\$200.49
Anderson Jamie	17-03-50457	\$216.16		\$216.16
Basso Louise C	17-03-51131	\$6.37		\$6.37
Bell David	17-03-51296	\$148.70		\$148.70
Boulden Jeffrey	17-03-51833	\$3.76		\$3.76
Costello Richard G	17-03-53836	\$232.00		\$232.00

REQUESTED TAX REFUNDS OCTOBER 10, 2018

Degradis Richard	17-03-54476	\$35.69		\$35.69
Diamond Todd	17-03-54701	\$63.73		\$63.73
Dombkowski Kristen	17-03-54831	\$128.20		\$128.20
Financial Ser Veh Trust	17-03-56000	\$147.39		\$147.39
Gumienny Barbara	17-03-57572	\$110.90		\$110.90
Gumienny Barbara	17-03-57573	\$111.62		\$111.62
Harper Patricia B	17-03-57819	\$937.45		\$937.45
Honda Lease Trust	17-03-58384	\$110.06		\$110.06
Honda Lease Trust	17-03-58407	\$119.53		\$119.53
Honda Lease Trust	17-03-58524	\$73.46		\$73.46
Honda Lease Trust	17-03-58550	\$597.29		\$597.29
Hyundai Lease Titling Trst	17-03-58912	\$391.52		\$391.52
Chase Auto Finance	17-03-59400	\$351.27		\$351.27
Kendal Debra J	17-03-59864	\$56.96		\$56.96
Levy Jason	17-03-61027	\$77.76		\$77.76
Lynch Tracy D	17-03-61481	\$73.20		\$73.20
Mellion Danielle L	17-03-62568	\$55.47		\$55.47
Mowell James M	17-03-63201	\$134.39		\$134.39
Nissan Infiniti LT	17-03-63786	\$293.08		\$293.08
Ray James M	17-03-65588	\$39.51		\$39.51
Ray James M	17-03-65589	\$17.11		\$17.11
Ray James M	17-03-65590	\$4.01		\$4.01
Ray Michael T	17-03-65592	\$35.07		\$35.07
Rumbold Robert	17-03-66392	\$8.52		\$8.52
Schwartz Barry	17-03-66937	\$50.98		\$50.98
Schwartz Barry	17-03-66939	\$18.21		\$18.21
Schwartz Barry	17-03-66940	\$44.79		\$44.79
Sisk Joseph	17-03-67589	\$16.42		\$16.42
Toyota Lease Trust	17-03-69039	\$241.90		\$241.90
Toyota Lease Trust	17-03-69146	\$509.88		\$509.88
Wood Peter A	17-03-70807	\$154.97		\$154.97
Wood Peter A	17-03-70808	\$112.10		\$112.10
Norman Susan P	17-03-71224	\$22.40		\$22.40
Honda Lease Trust	17-03-71365	\$278.61		\$278.61
Total 2017		\$6,401.86	\$0.00	\$6,401.86
TOTAL 2016		\$4,492.17	\$0.00	\$4,492.17
TOTAL 2017		\$6,401.86	\$0.00	\$6,401.86
TOTAL ALL YEARS		\$10,894.03	\$0.00	\$10,894.03



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Purchasing Card Agreement
2. **Date of Board Meeting:** October 10, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Amy N. Meriwether, Finance Director/Treasurer
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports moving forward with the purchasing card program, the following motion is in order:

Move, effective October 10, 2018 to submit the State of Connecticut Purchasing Card Agreement Addendum and to authorize Town Manager Maria E. Capriola to execute all documents related to the purchasing card program.

5. **Summary of Submission:**
The State of Connecticut has contracted with JP Morgan Chase Bank (JP Morgan) to provide a purchasing card services program. A purchasing card (P-Card) is a Mastercard issued by JP Morgan that works like a credit card. The P-Card is a commercial card that can be customized with pre-set controls built into the magnetic strip. Pre-set controls include limited transactions daily and monthly, single purchase dollar limits, monthly credit limits and merchant blocking. In addition, any external fraudulent transactions are 100% covered by JP Morgan. Internal fraudulent transactions are also 100% covered by JP Morgan as long as the employee responsible for the fraud is terminated.

All Connecticut municipalities are eligible to piggy-back onto the State contract and take advantage of the P-Card program at no cost. Benefits of the program include reducing the number of employee reimbursements, ability to make purchases online, streamlining the purchasing and accounts payable functions, reducing the number of checks being processed by staff, and real time monitoring from the time the vendor posts the payment.

The P-Card program also provides the town with the ability to earn rebates based on the value of spend. JP Morgan issues all program rebates to the State of Connecticut, who in turn, allocates a portion of these rebates to the towns participating in the program.

The Finance Director/Treasurer has reviewed the contract between the State of Connecticut and JP Morgan Chase Bank. During review it was noted that the current program includes a cash back option. The Town of Simsbury will be declining this option. It has been confirmed directly with JP Morgan Chase Bank that this feature can be eliminated from the program for the Town of Simsbury. Employees will NOT have access to any cash associated with the P-Cards.

This contract has been further vetted by the Town Attorney and no concerns were noted.

6. Financial Impact:

Yearly cash rebates are available based on dollar value of spend.

7. Description of Documents Included with Submission:

- a) Contract between the State of Connecticut and JP Morgan Chase Bank for Purchasing Card Services Program
- b) State of Connecticut Purchase Card Agreement Addendum

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Janet DelGreco Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:
16PSX0058

Contract Award Date:
28 February 2018

Proposal Due Date:
24 January 2017

SUPPLEMENT DATE:
20 March 2018

CONTRACT AWARD SUPPLEMENT #1

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Purchasing Card Services Program

FOR: Department of Administrative Services and Office of the State Comptroller		TERM OF CONTRACT: 1 March 2018 through 28 February 2023	
		AGENCY REQUISITION NUMBER: 0000003955	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
n/c	n/c	n/c	n/c

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **JP Morgan Chase Bank, N.A.**

Company Address: **270 Park Avenue, New York NY 10017-2070**

Tel. No.: **212 552-6072**

Fax No.:

Cost: **\$35,000,000.00 (est.)**

Contact Person: **Gregory Powell**

Delivery: **As Required**

Contact Person Address: **One Chase Manhattan Plaza, 21st Floor, New York NY 10005**

Company E-mail Address and/or Company Web Site: gregory.j.powell@jpmchase.com

Remittance Address: **PO Box 4475, Carol Stream IL 60197**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Terms: **Within 25 days of the 10th of the month**

Supplement #1 has been issued to Contract Award 16PSX0058 to post First Amendment Agreement to the above Contractor. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

JANET DELGRECO OLSON

Contract Specialist

(Original Signature on Document in Procurement Files)

FIRST AMENDMENT AGREEMENT
TO
CONTRACT BETWEEN
THE STATE OF CONNECTICUT
AND
JP MORGAN CHASE BANK, N.A.
FOR
PURCHASING CARD SERVICES PROGRAM

This First Amendment Agreement (the "Amendment") is made as of the 14th day of March, 2018, by and between JP Morgan Chase Bank, N.A. (the "Contractor"), with a principal place of business at 270 Park Avenue, New York NY 10017-2070, acting by Rikki O. Jones, its Executive Director, duly authorized, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut, acting by Janet DelGreco Olson, its Contract Specialist, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, the State and the Contractor entered into an agreement dated 27 February 2018 for PURCHASING CARD SERVICES PROGRAM, (the "Agreement"); and

WHEREAS the State and the Contractor inadvertently omitted reference in the Contract to Exhibit D; and

WHEREAS, the parties desire to amend the Agreement to add a reference to Exhibit D.

Now therefore, the Contractor and the State agree as follows:

1. The following is added as a new Section 46 to the Contract:

46. MasterCard Commercial Guide to Benefits.

Exhibit D, Contractor's MasterCard Commercial Guide to Benefits, is incorporated into this Contract;

2. To correct Contract Term to read March 1, 2018 through February 28, 2023.

All other terms and conditions not otherwise affected by this Amendment shall remain in full force and effect.

The parties are executing this Contract on the date below their respective signatures.

JP MORGAN CHASE BANK, N.A.

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Name: Judy Mischel
Print or Type Name

Name: Janet DelGreco Olson
Print or Type Name

Title: Executive Director, Commercial Card

Title: Contract Specialist

Date: March 16, 2017

Date: March 20, 2018

Supplement 1

CONTRACT

16PSX0058

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

JP Morgan Chase Bank N.A.

Awarded Contractor

PURCHASING CARD SERVICES

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22. Non-Discrimination	EXHIBIT B - Price Schedule and Formula
23. Whistleblowing	EXHIBIT C - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations
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This Contract (the "Contract") is made as of the Effective Date by and between, JP Morgan Chase Bank, N.A. (the "Contractor,") with a principal place of business at 270 Park Avenue, New York, NY 10017-2070, acting by Rikki O. Jones, its Executive Director & Vice President, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Blvd., Hartford CT 06103, acting by Melody A. Currey, its Commissioner, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) 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.
 - (b) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in this State and any entity identified in the Conn. General Stat. Sec 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.
 - (e) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.
 - (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.

- (g) 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.
 - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
 - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
 - (l) Proposal: A submittal in response to a Request for Proposals.
 - (m) 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 and correspondence, kept or stored in any form.
 - (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
 - (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from the Effective Date through 28 February 2022. The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.

3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments. Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
5. Reserved.
6. Assignment. The Contractor or the Client Agency or Client Entity shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of either Party. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
7. Termination.
 - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, either Party, through a duly authorized employee, may, after making a written determination, that either Party has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT. The Contractor will return or destroy or render unusable any Records pertaining to the Client Agency or DAS as it pertains to the agreed upon service.
 - (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency

in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. In the event of termination for any reason by any party, DAS is responsible for paying all amounts owing under the Contract to the Contractor without set-off or deduction.

- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract, including the confidentiality section and DAS's payment obligation to Contractor, shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
8. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide a written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days for the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the state date and unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the state date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hour's prior written notice. If DAS believes that the Contractor has not performed accordingly to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
9. Waiver.
- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
10. Indemnification. The Contractor hereby indemnifies and shall defend and forever hold harmless the State, the State's officers, representatives and employees, from and against

any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, liabilities, suits, judgments, fines, penalties, charges, interest, attorney's fees, costs and expenses of whatsoever kind or nature including those arising out of injury to or death of the Contractor's employees, whether arising before, during or after completion of the services hereunder, and in any manner directly caused or occasioned by, or attributable or contributed to in whole or in part, any act of negligence or willful misconduct in connection with this Agreement, by the Contractor, its principals, directors, officers, employees, agents or subcontractors. At the State's option, and in her sole discretion, the Contractor shall defend at its expense any actions brought against the State directly arising out of or in connection with any services performed hereunder or the failure to perform such services, or other breach of this Agreement, by the Contractor, its principals, directors, officers, employees, agents or subcontractors, and the costs of such defense shall be borne by the Contractor and shall not constitute any expense of nor shall be paid by the State resulting in a cause of action for negligence or willful misconduct. Notwithstanding anything to the contrary, neither party will be liable to the other party for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of action or theory of recovery, even if that party has been advised of the possibility of those damages. For all claims against the Contractor under this agreement or any related contract, and regardless of the basis on which the claim is made, the Contractor's liability shall be limited in any year to the total amount paid to the Contractor in that year and in the aggregate to one time the average annual amount paid to the Contractor under this Agreement. This indemnification shall survive any termination of this Agreement.

11. Forum and Choice of Law. The parties deem the Contract 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 Contract 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 Contractor 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.
12. Contractor Guaranties. Contractor shall:
 - (a) Perform fully under the Contract;
 - (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
 - (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
 - (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
13. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
14. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
15. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
16. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
17. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
- (b) they will use commercially reasonable efforts to comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, to the best of their knowledge and belief, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform

under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts for commercial card services or similar related services with any governmental entity Terminated for cause;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) to the best of their knowledge, their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (k) the Proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (l) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (m) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts with Contractor Parties;
- (n) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (o) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (p) they owe no unemployment compensation contributions;
- (q) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

- (r) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
 - (s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
 - (t) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
 - (u) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
 - (v) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (w) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (x) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
 - (y) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.
18. Disclosure of Contractor Parties Litigation. Contractor and/or its subsidiaries (collectively, the "Firm") are defendants or putative defendants in numerous legal proceedings, including private civil litigations and regulatory/government investigations. The litigations range from individual actions involving a single plaintiff to class action lawsuits with potentially millions of class members. Investigations involve both formal and informal proceedings, by both governmental agencies and self-regulatory organizations. These legal proceedings are at varying stages of adjudication, arbitration or investigation, and involve each of the Firm's lines of business and geographies and a wide variety of claims (including common law tort and contract claims and statutory antitrust, securities and consumer protection claims), some of which present novel legal theories. Based on current knowledge, the Firm believes it has asserted meritorious defenses to the claims asserted against it in its currently outstanding legal proceedings, intends to defend itself vigorously in all such matters and does not believe that any pending legal proceeding would have a material effect on the Firm's performance of the services contemplated by the RFP. For further discussion, please refer to JPMorgan Chase & Co.'s publicly-filed disclosures, including its most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q filed with the U.S. Securities and Exchange Commission (available at: <http://investor.shareholder.com/jpmorganchase/sec.cfm>). Reference is also made to a press release issued on May 20, 2015 concerning settlements related to foreign exchange activities (available at <http://investor.shareholder.com/jpmorganchase/releasedetail.cfm?ReleaseID=914105>). Judgment consistent with the terms of the plea agreement referenced in the press release was entered on January 10, 2017.

19. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
20. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
21. Executive Orders. This Contract 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 Contract as if they had been fully set forth in it. The Contract may also be subject to 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 Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
22. Non-discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or

understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

23. 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.

24. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that

provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services
450 Columbus Blvd, Suite 1202
Hartford, CT 06103
Attention: Janet DelGreco Olson

If to the Contractor:

JP Morgan Chase Bank, N.A.
Legal Department – Commercial Card
10 S. Dearborn
Mail Code: IL1-0286
Chicago, Illinois 60603
Attention: Kristy H. Lee
Title: Vice President and Senior Counsel

25. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's Commercial General Liability insurance shall be primary coverage for the additional insured. . The Contractor shall cause the State to be included as an additional insured on the Commercial General Liability policy as their interests may appear with respect to liability arising out of Contractor's operations and shall provide (1) a certificate of insurance, and (2) the blanket additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these two documents to the Client Agency.

(a) Reserved

(b) Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

(d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

- (e) Reserved
- (f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
- (g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.
- (h) Reserved
26. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
27. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
28. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
29. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
- a) its certificate of incorporation or other organizational document;
 - b) more than a controlling interest in the ownership of the Contractor; or
 - c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

30. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

31. Audit and Inspection of Plants, Places of Business and Records.

- (a) 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.
- (b) 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.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor will 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.
- (d) All audits and inspections shall be at the State's expense.
- (e) 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 Contract, or (ii) the expiration or earlier termination of this Contract, 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.
- (f) 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.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
- (h) With regards to subsections (a) and (b), to the extent the State conducts an inspection of Contractor's place of business and/or Records are examined at Contractor's place of business, such inspection may be supervised, at Contractor's option, by an authorized officer or agent of the Contractor, and account level data or confidential information may be redacted if unrelated to the State's program.

32. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

33. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

34. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their

work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

35. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

36. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

37. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

38. References to Statutes, Public Acts, Regulations, Codes and Executive Orders. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.
39. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
40. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
41. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract 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 Contract. To the extent that this section conflicts with any other section, this section shall govern.
42. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
43. Reserved.
44. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) 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 Contract 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 C.

45. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than five (5) business days, after they become aware of or are reasonably certain that any Personal Information of a cardholder under this Agreement which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach of Personal Information of a cardholder under this Agreement has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach of Personal Information of a cardholder under this Agreement. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be provided by a leading credit rating agency of Contractor's choice and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach of Personal Information directly related to this Agreement, but in no event longer than twenty four (24) months. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency, any State of Connecticut entity or any affected individuals.

Client Agency confirms that as of the date of this Agreement, no Confidential Information which is not Personal Information has been shared with the Contractor. If

the Client Agency determines that it is necessary to share Confidential Information which is not Personal Information with the Contractor to Perform the Services, a description of the Confidential Information to be shared as well as the Confidential Information Breach notice and response obligations of the Contractor will be fully described in an amendment to this Contract.

“Personal Information” means an individual's name in combination with one or more of the following data: date of birth, mother’s maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, debit card number or unique biometric data such as finger print, voice print, retina or iris image, or other unique physical representation, personally identifiable information subject to 34 CFR 99, as amended from time to time and protected health information, as defined in 45 CFR 160, 103, as amended from time to time, "Personal Information" does not include publicly available information that may be lawfully obtained from publicly available sources or from federal, state, or local government records that are lawfully made available to the general public.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor’s or Contractor Party’s obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

46. MasterCard Commercial Card Guide to Benefits.

See Exhibit D for Contractor’s MasterCard Commercial Card Guide to Benefits that is hereby incorporated into this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

JP Morgan Chase Bank, N.A.

**STATE OF CONNECTICUT
Department of Administrative Services**

By: (original signature in file)

By: (original signature in file)

Name: Rickki O. Jones
Print or Type Name

Name: Melody A. Currey

Title: Executive Director & Vice President

Title: Commissioner

Date: February 27, 2018

Date: February 27, 2018

APPROVED AS TO FORM:

OFFICE OF THE ATTORNEY GENERAL

By: (original signature in file)

Joseph Rubin

Its Associate Attorney General

Date: February 28, 2018

CONTRACT AWARD
RFP-38 Rev. 11/18/16
Prev. Rev. 3/12/14

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

450 Columbus Boulevard, Hartford, CT 06103

Janet DelGreco Olson
Contract Specialist

860-713-5079
Telephone Number

CONTRACT AWARD NO.:

16PSX0058

Contract Award Date:

28 February 2018

RFP Due Date:

24 January 2017

PARTIAL CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Purchasing Card Services Program

FOR: Department of Administrative Services and Office of the State Comptroller		TERM OF CONTRACT: March 1, 2018 through February 28, 2022	
		AGENCY REQUISITION NUMBER: 0000003955	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$00.00	\$00.00	\$35,000,000.00 (est.)	\$35,000,000.00 (est.)

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **JP Morgan Chase Bank, N.A.**

Company Address: **270 Park Avenue, New York NY 10017-2070**

Tel. No.: **212 552-6072**

Fax No.:

Cost: **\$35,000,000.00 (est.)**

Contact Person: **Gregory Powell**

Delivery: **As Required**

Contact Person Address: **One Chase Manhattan Plaza, 21st Floor, New York NY 10005**

Company E-mail Address and/or Company Web Site: gregory.j.powell@jpmchase.com

Remittance Address: **PO Box 4475, Carol Stream IL 60197**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Terms: **Within 25 days of the 10th of the month**

APPROVED _____

MELODY A. CURREY

Commissioner

(Original Signature on Document in Procurement Files)

CONTRACT

16PSX0058

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

J.P. Morgan Chase Bank N.A.

Awarded Contractor

PURCHASING CARD SERVICES

Contract # 16PSX0058

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This Contract (the "Contract") is made as of the Effective Date by and between, JP Morgan Chase Bank, N.A. (the "Contractor,") with a principal place of business at 270 Park Avenue, New York, NY 10017-2070, acting by Rikki O. Jones, its Executive Director & Vice President, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Blvd., Hartford CT 06103, acting by Melody A. Currey, its Commissioner, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) 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.
 - (b) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in this State and any entity identified in the Conn. General Stat. Sec 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.
 - (e) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.
 - (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.

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- (g) 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.
 - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
 - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
 - (l) Proposal: A submittal in response to a Request for Proposals.
 - (m) 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 and correspondence, kept or stored in any form.
 - (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
 - (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from the Effective Date through 28 February 2022. The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.

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3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments. Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
5. Reserved.
6. Assignment. The Contractor or the Client Agency or Client Entity shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of either Party. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
7. Termination.
 - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, either Party, through a duly authorized employee, may, after making a written determination, that either Party has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT. The Contractor will return or destroy or render unusable any Records pertaining to the Client Agency or DAS as it pertains to the agreed upon service.
 - (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency

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in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. In the event of termination for any reason by any party, DAS is responsible for paying all amounts owing under the Contract to the Contractor without set-off or deduction.

- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract, including the confidentiality section and DAS's payment obligation to Contractor, shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
8. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide a written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days for the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the state date and unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the state date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hour's prior written notice. If DAS believes that the Contractor has not performed accordingly to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
9. Waiver.
- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
 - (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
10. Indemnification. The Contractor hereby indemnifies and shall defend and forever hold harmless the State, the State's officers, representatives and employees, from and against

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any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, liabilities, suits, judgments, fines, penalties, charges, interest, attorney's fees, costs and expenses of whatsoever kind or nature including those arising out of injury to or death of the Contractor's employees, whether arising before, during or after completion of the services hereunder, and in any manner directly caused or occasioned by, or attributable or contributed to in whole or in part, any act of negligence or willful misconduct in connection with this Agreement, by the Contractor, its principals, directors, officers, employees, agents or subcontractors. At the State's option, and in her sole discretion, the Contractor shall defend at its expense any actions brought against the State directly arising out of or in connection with any services performed hereunder or the failure to perform such services, or other breach of this Agreement, by the Contractor, its principals, directors, officers, employees, agents or subcontractors, and the costs of such defense shall be borne by the Contractor and shall not constitute any expense of nor shall be paid by the State resulting in a cause of action for negligence or willful misconduct. Notwithstanding anything to the contrary, neither party will be liable to the other party for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of action or theory of recovery, even if that party has been advised of the possibility of those damages. For all claims against the Contractor under this agreement or any related contract, and regardless of the basis on which the claim is made, the Contractor's liability shall be limited in any year to the total amount paid to the Contractor in that year and in the aggregate to one time the average annual amount paid to the Contractor under this Agreement. This indemnification shall survive any termination of this Agreement.

11. Forum and Choice of Law. The parties deem the Contract 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 Contract 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 Contractor 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.

12. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

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- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
 - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
13. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
14. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
15. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
16. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
17. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will use commercially reasonable efforts to comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, to the best of their knowledge and belief, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform

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under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts for commercial card services or similar related services with any governmental entity Terminated for cause;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) to the best of their knowledge, their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (k) the Proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (l) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (m) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts with Contractor Parties;
- (n) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (o) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (p) they owe no unemployment compensation contributions;
- (q) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

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- (r) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
 - (s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
 - (t) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
 - (u) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
 - (v) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (w) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (x) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
 - (y) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.
18. Disclosure of Contractor Parties Litigation. Contractor and/or its subsidiaries (collectively, the "Firm") are defendants or putative defendants in numerous legal proceedings, including private civil litigations and regulatory/government investigations. The litigations range from individual actions involving a single plaintiff to class action lawsuits with potentially millions of class members. Investigations involve both formal and informal proceedings, by both governmental agencies and self-regulatory organizations. These legal proceedings are at varying stages of adjudication, arbitration or investigation, and involve each of the Firm's lines of business and geographies and a wide variety of claims (including common law tort and contract claims and statutory antitrust, securities and consumer protection claims), some of which present novel legal theories. Based on current knowledge, the Firm believes it has asserted meritorious defenses to the claims asserted against it in its currently outstanding legal proceedings, intends to defend itself vigorously in all such matters and does not believe that any pending legal proceeding would have a material effect on the Firm's performance of the services contemplated by the RFP. For further discussion, please refer to JPMorgan Chase & Co.'s publicly-filed disclosures, including its most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q filed with the U.S. Securities and Exchange Commission (available at: <http://investor.shareholder.com/jpmorganchase/sec.cfm>). Reference is also made to a press release issued on May 20, 2015 concerning settlements related to foreign exchange activities (available at <http://investor.shareholder.com/jpmorganchase/releasedetail.cfm?ReleaseID=914105>). Judgment consistent with the terms of the plea agreement referenced in the press release was entered on January 10, 2017.

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19. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
20. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
21. Executive Orders. This Contract 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 Contract as if they had been fully set forth in it. The Contract may also be subject to 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 Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
22. Non-discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

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(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or

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understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

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(2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

23. 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.

24. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that

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provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services
450 Columbus Blvd, Suite 1202
Hartford, CT 06103
Attention: Janet DelGreco Olson

If to the Contractor:

JP Morgan Chase Bank, N.A.
Legal Department – Commercial Card
10 S. Dearborn
Mail Code: IL1-0286
Chicago, Illinois 60603
Attention: Kristy H. Lee
Title: Vice President and Senior Counsel

25. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's Commercial General Liability insurance shall be primary coverage for the additional insured. . The Contractor shall cause the State to be included as an additional insured on the Commercial General Liability policy as their interests may appear with respect to liability arising out of Contractor's operations and shall provide (1) a certificate of insurance, and (2) the blanket additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these two documents to the Client Agency.

(a) Reserved

(b) Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

(d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

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- (e) Reserved
 - (f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
 - (g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.
 - (h) Reserved
26. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
27. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
28. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
29. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
- a) its certificate of incorporation or other organizational document;
 - b) more than a controlling interest in the ownership of the Contractor; or
 - c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

30. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

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31. Audit and Inspection of Plants, Places of Business and Records.

- (a) 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.
- (b) 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.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor will 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.
- (d) All audits and inspections shall be at the State's expense.
- (e) 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 Contract, or (ii) the expiration or earlier termination of this Contract, 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.
- (f) 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.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
- (h) With regards to subsections (a) and (b), to the extent the State conducts an inspection of Contractor's place of business and/or Records are examined at Contractor's place of business, such inspection may be supervised, at Contractor's option, by an authorized officer or agent of the Contractor, and account level data or confidential information may be redacted if unrelated to the State's program.

32. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

33. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

34. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their

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work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

35. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

36. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

37. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

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38. References to Statutes, Public Acts, Regulations, Codes and Executive Orders. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.
39. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
40. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
41. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract 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 Contract. To the extent that this section conflicts with any other section, this section shall govern.
42. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
43. Reserved.
44. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) 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 Contract 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 C.

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45. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than five (5) business days, after they become aware of or are reasonably certain that any Personal Information of a cardholder under this Agreement which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach of Personal Information of a cardholder under this Agreement has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach of Personal Information of a cardholder under this Agreement. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be provided by a leading credit rating agency of Contractor's choice and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach of Personal Information directly related to this Agreement, but in no event longer than twenty four (24) months. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency, any State of Connecticut entity or any affected individuals.

Client Agency confirms that as of the date of this Agreement, no Confidential Information which is not Personal Information has been shared with the Contractor. If

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the Client Agency determines that it is necessary to share Confidential Information which is not Personal Information with the Contractor to Perform the Services, a description of the Confidential Information to be shared as well as the Confidential Information Breach notice and response obligations of the Contractor will be fully described in an amendment to this Contract.

“Personal Information” means an individual's name in combination with one or more of the following data: date of birth, mother’s maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, debit card number or unique biometric data such as finger print, voice print, retina or iris image, or other unique physical representation, personally identifiable information subject to 34 CFR 99, as amended from time to time and protected health information, as defined in 45 CFR 160, 103, as amended from time to time, "Personal Information" does not include publicly available information that may be lawfully obtained from publicly available sources or from federal, state, or local government records that are lawfully made available to the general public.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor’s or Contractor Party’s obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

46. Reserved.

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IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

JP Morgan Chase Bank, N.A.

**STATE OF CONNECTICUT
Department of Administrative Services**

By: (original signature in file)

By: (original signature in file)

Name: Rickki O. Jones

Name: Melody A. Currey

Print or Type Name

Title: Executive Director & Vice President

Title: Commissioner

Date: February 27, 2018

Date: February 27, 2018

APPROVED AS TO FORM:

OFFICE OF THE ATTORNEY GENERAL

By: (original signature in file)

Joseph Rubin

Its Associate Attorney General

Date: February 28, 2018

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES

PURCHASING CARD SERVICES – JP MORGAN CHASE & CO.

1. SCOPE OF SERVICES:

Contractor shall administer a purchasing card program for the Client Agency. The purchasing card program must allow Client Agency employee cardholders to make purchases for commodities and services. Each individual Client Agency executive branch agencies, Client Entities must use the Contract as written and shall be responsible for its own accounts separate from every other Client Agency, including but not limited to payments. The Contractor shall establish separate account numbers and separate payment due date for each Client Agency.

(a) Definitions:

Access Code means the user identification code and password assigned to the individuals authorized by the Client Agency, for use in connection with the Program for the System.

Account means each account established in the name of Client Agency pursuant to the Contract.

Agency P-Card Coordinator means the Client Agency representative designated to oversee any and all P-card activity for the agency assigned.

Affiliate means an entity controlling, controlled by, or under common control with, directly or indirectly, a Party to the Contract. For this purpose, one entity “controls” another entity if it has the power to direct the management and policies of the other entity.

Applicable Law means all federal, State, and local laws, regulations, rules, executive orders, supervisory requirements, licensing requirements, export requirements, directives, circulars, decrees, interpretive letters, guidance or other official releases of or by any government, any authority, department or agency thereof, or any regulatory or self-regulatory organizations.

Authorized Approver or Authorized Signer means individuals authorized by the Client Agency to access and use the Program or System.

Card means a Network-branded plastic card that is issued to cardholders by the Contractor upon the request of the Client Agency, and includes any plastic card bearing a card number and accounts and card numbers with no associated plastic card, which includes Single-Use Accounts.

Card Request means a written or electronic transmittal from the Client Agency, requesting the Contractor to issue a Card(s) or establish an Account(s).

Cardholder means (i) an individual in whose name a Card is issued, or (ii) any other employee, officer, director, or person authorized by the Client Agency or named Cardholder to use a Card or Account.

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Cardholder Agreement means an agreement between the Contractor and a Cardholder, governing the use of an Account.

Cardholder Credit Limit means the maximum spending limit established in relation to a Cardholder.

Corporate Liability means the liability of a particular Client Agency for all Transactions corresponding to all Accounts established for that particular Client Agency and such liability shall be as agreed to by the parties subject to this Agreement. The State of Connecticut shall not be liable for Transactions transacted by each individual Client Agency, but instead each individual Client Agency shall be liable for its own Transactions.

Credit Card Network or Network means either the MasterCard International, or Visa U.S.A., Inc.

Credit Limit means the upper limit established for an extension of credit that the Contractor may authorize in connection with this Program under this Agreement.

Cycle means the monthly period ending on the same day each month, or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as Systems may require or such other period as the Contractor may specify.

Fraudulent Transactions means transactions made on a Card by a person, other than Client Agency or Cardholder, who does not have actual, implied or apparent authority for such use, and which Cardholder or Client Agency receives no direct or indirect benefit.

Joint and Several Liability means the Client Agency and Cardholders are jointly and severally liable for all Transactions on such Client Agency's Account and such liability shall be as agreed by the parties subject to the Contract.

MCC means Merchant Category Code as designated by VISA or MasterCard to classify merchants by the types of commodities or services that the merchants provide.

Marks means the name, trade name, and all registered or unregistered services marks of the Client Agency, the Network and the Contractor.

P-Card means Purchasing Card.

Program means the commercial card system comprised of Accounts, Card-use controls, and reports to facilitate purchases of and payments for, Goods and Services.

Program Administrator means an individual or individuals authorized by the Contractor to perform administrative and security functions in connection with the Program and Systems.

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PURCHASING CARD SERVICES – JP MORGAN CHASE & CO.

Single-Use Account means a one-time virtual card number generated for a single transaction.

System means the systems through which the Client Agency can access Account and Transaction data and reports.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature including any related penalty or interest.

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under the Contract.

Transaction means a purchase, a cash advance, fees, charges or any other activity charged to an Account in respect of a Card.

2. CERTAIN CONTRACTOR SERVICES:

- i. Subject to prior financial, risk management and compliance approvals by Contractor, Contractor shall establish Accounts in the name of Client Agencies and, where applicable, issue Cards to employees and authorized representatives of Client Agency who are approved by Contractor and are designated and authorized by Client Agency to incur legitimate business expenses on Client Agency's behalf. Any balance outstanding associated with an Account for which a Corporate Liability waiver is requested shall become immediately due and payable.
- ii. Upon Client Agency's submission of a request from time to time in the form required by the Contractor and following Contractor's agreement to do so, Contractor will extend Program to Client Agency affiliates. Client Agency affiliates shall be responsible for their own Accounts, including but not limited to, payments, and be responsible for payments and obligations for their respective Cardholders, and shall maintain their own separate Account number and separate payment due date. Client Agency affiliates shall comply with Contract as written.
- iii. Contractor shall not, by an act of either commission or omission, cause the status of a Cardholder's personal credit to be adversely affected.
- iv. Notwithstanding the foregoing, Contractor shall not be obligated to provide any Account to Client Agency or any Client Agency affiliate or any Card to an employee or authorized representative of Client Agency or any Client Affiliate or to process any Transaction in violation of any limitation or prohibition imposed by Applicable Law, including but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Controls ("OFAC").
- v. "Receipt Image Services" means the services provided by Contractor to allow Client Agency the ability to fax or upload and maintain image(s) of receipt(s) on the System and "Receipt Image(s)"

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PURCHASING CARD SERVICES – JP MORGAN CHASE & CO.

means an image of a receipt produced by a Transaction through use of Accounts and maintained on the System by Contractor. Contractor will receive, store and make Receipt Images available to Client Agency through use of the System. In order for Contractor to make Receipt Images available through the System, Client Agency shall first fax or upload to the System images of Client Agency's receipts through use of its own devices. Client Agency is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client Agency shall ensure that the information contained in the image of the receipt accurately reflects the applicable Transaction. Contractor shall then make the Receipt Image available online through the System for a maximum of twenty-four (24) months ("System Image Accessibility Period"). The System Image Accessibility Period includes the month of the Transaction Date. Contractor may, in its sole and absolute discretion, reject Receipt Images provided by Client Agency to be posted on the System.

- vi. Contractor reserves the right, in its sole discretion, to hold Client Agency responsible for Fraudulent Transactions should Contractor determine that, subsequent to implementation of Client Agency's Program and at the time that the Fraudulent Transaction occurred, Client Agency failed to operate its Program in accordance with the following fraud reduction requirements:
 - a. Client Agency must block required high risk MCC's identified by Contractor and presented to Client Agency;
 - b. Client Agency must maintain reasonable security precautions and controls regarding the dissemination, use and storage of Account and Transaction data; and
 - c. Client Agency must comply with all other requirements as Contractor may reasonably require from time to time relating to the security and fraud prevention measures of the Program, as provided to the Client Agency with advance notice in writing.

If Client Agency fails to comply with its obligations described in subsection 2 (f) of Exhibit A, and Contractor determines Client Agency to be liable for Fraudulent Transactions, Contractor will either: (1) invoice Client Agency for the amount of such Fraudulent Transaction minus any amounts collected, or (2) deduct the amount of such Fraudulent Transaction amount from the Client Agency's rebate.

3. OBLIGATIONS OF CLIENT AGENCY:

In connection with the Program, Client Agency shall:

- (a) Submit Card Requests in the form and via the method required by the Contractor. Client Agency shall not give nor cause or permit to be given, any Card to a Cardholder before the Cardholder application process defined by Contractor is completed.

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PURCHASING CARD SERVICES – JP MORGAN CHASE & CO.

- (b) Notify each Cardholder at the earliest opportunity: (i) that Cards are to be used only for Client Agency's business purposes; (ii) of the Cardholder Credit Limit and other applicable limit; (iii) of Contractor suspending a Card or refusing to issue any further Cards, closing an Account, or ending the Cardholder Agreement; (iv) of revisions to any guide to the use of Cards (if applicable), and (v) of the extent, if any, to which Contractor will provide Transaction and Account information to third parties at Client Agency's request.
- (c) Use commercially reasonable efforts: (i) to safeguard Accounts using reasonable security procedures; (ii) not to exceed the Credit Limit; (iii) to collect and destroy any Cards which are no longer required, and (iv) to the extent that Cardholder Agreements and Cardholder documentation are provided, cause Cardholders to comply with the Cardholder's Agreements and Cardholder documentation.
- (d) Notify Contractor within a reasonable time: (i) of any Card or any Account which is no longer required; and (ii) by phone of any Card that Client Agency knows or suspects has been lost, stolen, misappropriated, improperly used or compromised. In connection with Client Agency's notifications obligations described:
- i. Liability for Fraudulent Transactions Following Notification. Client Agency shall not be liable for any Fraudulent Transactions made on a Card under any Account after the effective time of the notification to Contractor of such Fraudulent Transaction.
 - ii. Liability for Fraudulent Transactions Prior to Notification: Subject to the terms and conditions contained in subsection (iv) below, Client Agency shall not be liable for Fraudulent Transactions.
 - iii. Individual Cardholder Liability: Client Agency shall be responsible for all aspects of the P-Card program as it relates to its own organization but not as to any other Client Agency. Although the P-Card is issued in the name of the employee, the employee shall not be liable for the charges (unless the charges are made fraudulently) and no credit check of the employee will take place by the Contractor.
- (e) Notify Contractor of any Transaction that Client Agency disputes as soon as practicable after the last day of the Cycle during which such Transaction is charged to Client Agency, and in any event within sixty (60) days of such day. Client Agency shall use commercially reasonable efforts to assist in obtaining reimbursement from a merchant. Client Agency or, subject to any Cardholder Agreement and in the cases of Cards under any Joint and Several Liability Accounts, the Cardholder, shall not be relieved of liability for any disputed Transactions if the charge-back is rejected in accordance with the applicable Network's charge-back policy. Contractor shall not be liable to Client Agency or Client Entity where notice is received after such sixty (60) day period unless specified in a Local Schedule. Client Agency shall not make a claim against Contractor or

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PURCHASING CARD SERVICES – JP MORGAN CHASE & CO.

refuse to pay any amount because Client Agency or the Cardholder may have a dispute with any merchant.

- (f) Provide any required notification or obtain authorization under applicable privacy or data protection legislation.
- (g) Unless previously provided to Contractor, obtain and provide to Contractor such information as Contractor may reasonably request, for the purposes of investigating the identity of an actual or prospective Cardholder or Client Agency or the identity or financial condition of Client Agency, evidencing authority for Card Issuance requests, and assisting in any review of Contractor by a regulator with relevant jurisdiction. Any information provided by Client Agency to Contractor shall be to the best of Client Agency's knowledge, information and belief, accurate and complete in all material respects.
- (h) Make payments for all Transaction posted to Accounts no later than the payment date (the Payment Date), as specified in the periodic statement. In the event that Client Agency makes payments other than as contemplated by the periodic statement, Contractor may require, and Client Agency shall provide such documentation as reasonably required by Contractor to reconcile such payments to the amounts stated as due in the periodic statement by the Payment Date. Any amount due which is not received by the Payment Date will be subject to the late fees and delinquency fees as set out in Exhibit B.
- (i) In the case of Corporate Liability Programs, be solely liable for all Transactions and Client Agency's obligations shall be enforceable regardless of the validity, or enforceability of a Cardholder's obligations. In the case of any Joint and Several Liability Account, Client Agency shall pay Contractor, within ten (10) days of written notice, for any Transactions not paid by a Cardholder within one hundred and twenty (120) days of the first billing in respect of the relevant Transaction.
- (j) Unless otherwise provided to Contractor, provide Contractor with such financial statements and other related information annually, or as otherwise requested by Contractor in form and in such detail as Contractor may reasonably request.
- (k) Use commercially reasonable efforts to ensure that such applicants to whom it requests Contractor to issue Cards and whom Client Agency authorizes to use the Cards are not identified on a prohibited government sanctions list, or otherwise subject to a sanctions program applicable to Client Agency.

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4. CREDIT LIMITS AND CERTAIN CONTRACTOR RIGHTS:

- (a) Contractor may establish a Credit Limit and Cardholder Credit Limit and may establish other limits from time to time. The establishment of a limit does not prevent such limit from being exceeded and, subject to the Contract, Client Agency is responsible for all amounts including such amounts that exceed a limit.
- (b) Contractor may at any time: (i) increase or decrease any Credit Limit or the Cardholder Credit Limit or any other limit in connection with any Card or any Account or the Program; (ii) refuse to authorize Transactions; (iii) vary the payment terms, or require the provision of security or additional security; (iv) suspend or terminate any Card or any Account (v) decline to open any Account; or issue any Card or (vi) require MCC authorization restrictions in connection with a Program; (vii) apply or offset any credit balance hereunder to the payment when due of any amount owing under Contract; (viii) offset any obligation of Client Agency or Client Entity to Contractor under this Contract otherwise against any obligation Contractor owes to Client Agency or Client Entity.

5. SYSTEM ACCESS:

- (a) Contractor shall provide Client Agency with password-protected access to Systems through use of an Access Code to the Program Administrator who shall create and disseminate Access Codes to Authorized Users.
- (b) Client Agency shall adhere to security procedures, terms and conditions provided by Contractor regarding the System as set forth herein. Client Agency agrees that any access, Transaction of business conducted using an Access Code is presumed by Contractor to have been in Client Agency's name for Client Agency's benefit.
- (c) Except for unauthorized acts by a Contractor's employee, Client Agency is solely responsible for the genuineness and accuracy of all instructions, messages and other communications received by Contractor via the System. Contractor may rely and act upon all instructions and messages which are issued with Access Codes, without making any further verification or inquiry.
- (d) Contractor is authorized to rely upon any written instruction that designates an Authorized Signer until the authority of any such Authorized Signer is revoked by Client Agency by written instruction to Contractor, and Contractor has reasonable opportunity to act on such instruction.
- (e) From time to time, Contractor may suspend the System when Contractor considers it necessary to do so including, without limitation, for maintenance or security purposes. Contractor will use reasonable efforts to provide Client Agency with notice prior to the suspension.

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6. FEES AND CHARGES:

Contractor may change the fees and charges, including those fees and charges referenced in Exhibit B, payable by Client Agency at any time, provided that Contractor notifies Client Agency at least thirty (30) days prior to the effective date of the change. Contractor's periodic statements represent the official record of amounts due and owing by Client Agency to Contractor regardless of the method(s) by which Client Agency elects to receive invoice information from Contractor (e.g., in electronic form, mappers or other methods). Client Agency acknowledges that it has an obligation to verify and reconcile its payment obligations to Contractor's periodic statements.

7. INTERNATIONAL TRANSACTIONS AND FEES:

If an international transaction is made in a currency other than U.S. dollars, the applicable Network will convert the Transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each Network uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date which rate may vary from the rate the respective entity itself receives, or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the International Transaction occurred or when the Card was used. Contractor reserves the right to charge an international transaction fee, as specified in Exhibit B. The international transaction fee will be calculated on the U.S. dollar amount provided to Contractor by the Network.

8. COMMERCIAL CARD INCENTIVES:

(a) Contractor shall pay the Client Agency annual incentive award as specified in Exhibit B.

9. P- CARD FORMAT:

(a) Contractor shall provide a custom Card format distinctive to the Client Agency with the following minimum elements:

- The name, State of Connecticut;
- The tax exempt number or option of specifically printing the phrase "TAX EXEMPT";
- The Contractor's toll free help line telephone number and
- No reference to Automatic Teller Machines ("ATM's").

10. TAX EXEMPT CARD ENCODING:

(a) Contractor's PaymentNet system shall capture any tax information passed from a merchant, enabling the Client Agency to report on any instances where tax has been paid.

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- (b) Contractor shall offer three (3) card customized options: a basic card, a logo hot stamp card, and a fully customized card.

11. CONTROLS:

- (a) The P-Card Administrator shall establish limits at any level of hierarchy including by individual Cardholder, department, or for the entire organization. Contractor shall make the following standard controls available for the P-Card to include:
- Transaction limits,
 - Dollar limits,
 - MCC limits and
 - Cash advance limits

12. CUSTOMER SERVICE:

- (a) Contractor shall provide the Client Agency a customer service team that is trained and educated on all aspects of this Contract, as well as the PaymentNet system and how it is applied to the Client Agency's P-Card program. The Contractor shall insure that the customer service team is thoroughly trained in implementing all features offered to the Client Agency prior to the start of the Program.
- (b) Client Agency shall provide a toll-free "help" line(s) and number(s) for customer assistance and for reporting and canceling lost or stolen cards. The "help" line(s) shall be available twenty four (24) hours per day, seven (7) days per week within North America.

13. DELIVERABLES TO THE CLIENT AGENCY:

- (a) Contractor shall send new or replacement cards within three (3) to five (5) business days either to a central location or directly to the individual, as determined by the P-Card Program Administrator. For security purposes, Cardholders shall contact Contractor's voice response unit to activate a card once it is received.

14. PROCESSING TIME REQUIREMENTS FOR CARDHOLDER APPLICATIONS:

- (a) Contractor shall provide three (3) application methods, including two (2) online options via PaymentNet and a traditional hardcopy application. Contractor shall accept file feeds from the Client Agency to accommodate mass applications. The Client Agency shall provide a Cardholder's name, home address, phone number, department and cost center, and mother's maiden name (or other security information) on the application.

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15. DISPUTE RESOLUTION:

- (a) Contractor shall provide online dispute resolution and tracking through PaymentNet, with the disputed item noted on the following month's statement. The amount of the dispute must be removed from the balance due until resolution.
- (b) Disputes must be initiated within sixty (60) days from the statement billing date. The Contractor's disputes department shall begin researching the charge within five (5) business days. Upon resolution, outcomes are noted on the following month's statement, and credits are made accordingly. Cardholders shall be kept informed about dispute progress through written notifications. Dispute resolution generally occurs within an average of forty five (45) to ninety (90) days.

16. IDENTIFYING STATE OF CONNECTICUT'S SUPPLIER DIVERSITY PROGRAM BUSINESSES

- (a) Contractor shall include a mechanism to identify Connecticut small and minority businesses through the PaymentNet system for reporting and query purposes. PaymentNet shall allow the Client Agency to manually mark a contractor as a minority or woman owned contractor using custom merchant fields.
- (b) PaymentNet shall allow the P-Card Program Administrator to track all merchants used for purchases of goods or services and exported from PaymentNet to be analyzed or imported into other systems.

17. ISSUANCE:

The P-Card Program Administrator shall determine, with the assistance of the Agency P-Card Coordinator at each agency, who gets a Card. The Contractor shall not provide a P-Card to anyone that has not been authorized by the P-Card Program Administrator.

18. PURCHASING CARD UTILIZATION IN A STATE DECLARED EMERGENCY:

Contractor shall continue to support Client Agency's emergency card initiative and work with Client Agency on emergency card solutions as they are conceived and mutually agreed upon.

19. RESERVED

20. MAIL LISTS:

Contractor shall not sell or share mailing lists containing the names, addresses of employees or agencies. Contractor may exchange (and Client Agency insofar as necessary hereby consents to such

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES

PURCHASING CARD SERVICES – JP MORGAN CHASE & CO.

exchange) Client Agency and (to the extent authorized) Cardholder confidential information with Affiliates.

21. TRAINING:

Contractor shall provide training to Client Agency at no additional cost. Training may be requested at any time by Client Agency. Training requirements will include, but not be limited to: 1) new product training as Contractor releases new products and features or software upgrade 2) new Program Administrator training at any time it is required by the Client Agency and 3) monthly webinar training regarding any PaymentNet or smartdata product feature that either the Client Agency or Contractor believes would be helpful. Contractor will offer monthly Program Administrator training on PaymentNet topics, and regular Program Administrator training prior to PaymentNet product releases, three times per year. Contractor shall deliver training through customized webinars. These webinars are designed for Program Administrators; however, as part of these sessions, a trainer will also address Cardholder functionalities and ensure that Program Administrators are prepared to educate Cardholders on Contractor's systems. In addition, Contractor must make available its resources for Cardholder training and advice on best practices as requested by the Client Agency.

22. REPORTING:

Contractor shall provide the Client Agency with the reports and daily transactions data or provide them with equivalent information by such method as the parties may otherwise agree. Contractor shall also provide each participating Client Agency with a monthly statement detailing the card activity pertinent to such agency.

23. MISCELLANEOUS:

- (a) Except as otherwise mutually agreed, neither Party shall use the Marks of the other Party without its prior written consent. If Client Agency elects to have its Marks embossed on the Cards or provide them to Contractor for other uses, Client Agency hereby grants Contractor a non-exclusive limited license to use the Marks for the foregoing purposes.
- (b) Nothing in this Contract shall constitute or create a partnership, joint venture, agency, or other relationship between the Contractor and Client Agency. To the extent either party undertakes or performs any duty for itself or the other party as required by this Contract, the party shall be construed to be acting as an independent Contractor.
- (c) In the regular course of business, Contractor may monitor, record and retain telephone conversations made or initiated to or by the Contractor, from or to the Client Agency or Cardholders as long as it is disclosed to both parties at the very beginning of each conversation each time this occurs.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES

PURCHASING CARD SERVICES – JP MORGAN CHASE & CO.

- (d) The State of Connecticut and its agencies are exempt from taxation. If, nevertheless, any transactions under this Contract are ultimately subject to any transactional taxes, the State will be responsible for payment of those transactional taxes and any interest or penalties thereon, provided that the Contractor will remain fully responsible for any business or corporate taxes, including income taxes, to which it may be liable in regard to this Contract.
- (e) Notwithstanding the Contract provision that reference subcontracts, subcontracting is not allowed under this Contract.
- (f) Contractor shall adhere to established security and property entrance policies and procedures for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.
- (g) Client acknowledges that the Contractor prohibits the use of Cards under any Accounts to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful internet gambling. The term “unlawful internet gambling,” as used here, shall have the meaning as set forth in 12 C.F.R. Section 233.2(bb).
- (h) If any credit arises on an Account in respect of a Card (for example as a result of a duplicate payment, merchant refund or refund for a disputed transaction), Contractor will apply the credit to offset any amount owed to Contractor, either then or at any later time, under this Contract. Contractor may at its option pay it to the Client Agency using any method chosen by Contractor.
- (i) Contractor represents and warrants that the Cards and Accounts to be issued and established under this Contract are substitutes for accepted cards and accounts, or will be sought and issued only in response to written requests or applications for such Cards or Accounts. Client Agency shall retain such applications (paper or electronic) for any Card when such application is not provided to Contractor for a period of twenty-five (25) months after the application has been received and acted upon.

CONTRACTOR:	J.P. Morgan Chase Bank N.A.
Purchasing Card Services	

FORMULA

1. Definitions. Capitalized terms not defined herein are defined in the Contract and the Exhibits.

“Average File Turn” has the meaning given to it in Section 3.A.i, as applicable.

“Combined Large Ticket Transaction Volume” means the sum of U.S. Large Ticket Transaction Volume and U.S. Single-Use Large Ticket Transaction Volume.

“Combined Net Transaction Volume” means the sum of U.S. Net Transaction Volume and U.S. Net Single-Use Transaction Volume.

“Combined Total Transaction Volume” means the sum of U.S. Total Transaction Volume and U.S. Total Single-Use Transaction Volume.

“Contract Year” means a 12-month period beginning on the Effective Date of this Agreement or any anniversary of such date.

“Credit Losses” means all amounts due to Contractor in connection with any and all Cards or Accounts that Contractor has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

“Fraudulent Transactions” means transactions made on a Card or Account by a person, other than Client Agency or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client Agency receives no direct or indirect benefit.

“Interchange rate” means a fee determined by the Credit Card Networks and earned by the issuing Contractor in a credit card transaction.

“Large Ticket Transaction” means a transaction that the Credit Card Networks have determined qualifies as a Large Ticket Transaction. As of the date of this Agreement, Large Ticket Transactions must (i) occur at a non-travel and entertainment merchant category code (“MCC”), (ii) include enhanced transaction data, and (iii) is acknowledged by the supplier’s acquirer as a Large Ticket Transaction. Large Ticket Transaction requirements are subject to change at any time by the Credit Card Networks.

“Settlement Terms” means the combination of the number of calendar days in a billing Cycle and the number of calendar days following the end of a billing Cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing Cycle and Y is the number of calendar days following the end of a billing Cycle to the date the payment is due.

“U.S. Large Ticket Transaction Volume” means total Large Ticket Transactions made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Large Ticket Transaction Volume does not include U.S. Single-Use Large Ticket Transaction Volume.

“U.S. Net Transaction Volume” means total transactions made on any and all U.S. dollar issued Cards or Accounts, net of returns, fees, cash advances, convenience check amounts, Fraudulent Transactions and any

CONTRACTOR:	J.P. Morgan Chase Card Services
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transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Net Transaction Volume does not include U.S. Large Ticket Transaction Volume, U.S. Net Single-Use Transaction Volume, or U.S. Single-Use Large Ticket Transaction Volume.

“U.S. Net Single-Use Transaction Volume” means total charges made on any and all U.S. dollar issued Single-Use Accounts, net of returns, cash advances, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Single-Use Transaction Volume does not include U.S. Single-Use Large Ticket Transaction Volume.

“U.S. Single-Use Large Ticket Transaction Volume” means total Large Ticket Transactions made on any and all U.S. dollar issued Single-Use Accounts, net of returns, cash advances, convenience check mounts. Fraudulent transactions and any transaction that do not qualify for interchange under applicable Credit Card Network rules.

“U.S. Total Transaction Volume” means the sum of U.S. Net Transaction Volume and U.S. Large Ticket Transaction Volume.

“U.S. Total Single-Use Transaction Volume” means the sum of U.S. Net Single-Use Transaction Volume and U.S. Single-Use Large Ticket Transaction Volume.

2. Rebates – Rebate will be effective from January 1, 2018.

A. Volume Rebate

Contractor will pay Client Agency a rebate based on the annual Combined Total Transaction Volume achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual Combined Net Transaction Volume, subject to the rebate adjustments below.

U.S. Purchasing Card and Single-Use Account Programs	
Annual Combined Total Transaction Volume	Volume Rebate Rate @ 30 & 25 Settlement Terms
\$10,000,000	1.05 %
\$25,000,000	1.42 %
\$50,000,000	1.53 %
\$60,000,000	1.54 %
\$70,000,000	1.55 %
\$80,000,000	1.57 %
\$90,000,000	1.59 %
\$100,000,000	1.61 %
\$125,000,000	1.63 %
\$150,000,000+	1.65 %

CONTRACTOR:	J.P. Morgan Chase Card Services
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B. Large Ticket Rebate Rate

Should the Client Agency achieve the minimum annual Combined Total Transaction Volume required to earn an annual volume incentive as stated above, Contractor will pay the Client Agency a rebate based on annual Combined Large Ticket Transaction Volume. The rebate will be calculated as 0.70 % (“Large Ticket Rebate Rate”) multiplied by the annual Combined Large Ticket Transaction Volume, subject to the rebate adjustments below.

3. Rebate Adjustments

A. Average File Turn Adjustment

i. Programs Contracted on Settlement Terms of 30 & 25

- a. For purposes of Section 3.A.i, “Average File Turn” means the annual average outstanding balance for Programs contracted on Settlement Terms of 30 & 25 (i.e. sum of the average outstanding balances for each calendar month divided by 12) divided by the annual Combined Total Transaction Volume associated with Programs contracted on Settlement Terms of 30 & 25, multiplied by 365.

The Volume Rebate Rate and Large Ticket Rebate Rate will be adjusted (either increased or decreased as applicable) based on the Average File Turn of Client Agency’s over a Contract Year (“Average File Turn Adjustment”).

- b. Programs with Settlement Terms of 30 & 25 will have an Average File Turn of 40 if the Client Agency spends ratably throughout each cycle. The Average File Turn Adjustment for the State Entity’s Program(s) with Settlement Terms of 30 & 25 is calculated by determining the difference between the Client Agency’s Average File Turn for such Program(s) and 40. If the Client Agency’s actual Average File Turn for such Program(s) is less than 40 the Volume Rebate Rate and Large Ticket Rebate Rate will each be increased by 0.0050 % for each whole number less than 40. If the Average File Turn for such Program(s) is greater than 40, the Volume Rebate Rate and Large Ticket Rebate Rate will each be decreased by 0.0050 % for each whole number greater than 40 but less than 46.
- ii. If Client Agency’s actual Average File Turn under Section 3.A.i is greater than 45 days, Client Agency will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

B. Interchange Rate Adjustment

In the event of a reduction in interchange rates by the Credit Card Networks, Contractor reserves the right to adjust the rebate rates and fees accordingly.

4. General Rebate Terms

A. Annual Rebates

- i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the “Rebate Calculation Period”) via wire transfer to a business account designated by Client Agency and authenticated by Contractor. Payment is contingent upon Contractor receiving Client Agency’s wire instructions

CONTRACTOR:	J.P. Morgan Chase Card Services
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and Contractor’s authentication of such instructions prior to the end of the Rebate Calculation Period.

- ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Client Agency shall pay to Contractor the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Client Agency is participating in more than one Program, Contractor reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Contractor pay Client Agency a rebate for the year in which the Agreement is terminated.

B. To qualify for any rebate payment, all of the following conditions must be met.

- i. Client Agency is not in default under the Agreement at the time of rebate calculation and payment.
- ii. Account(s) must be current at the time of rebate calculation and payment.
- iii. Average File Turn must be less than 46 days (as stated in the Average File Turn Adjustment section).

5. Settlement Terms

Payment must be received by Contractor in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are 30 & 25 for the U.S. Purchasing Card and U.S. Single-Use Account Programs.

6. Fees

STANDARD SERVICES AND FEES	
Late payment fee	Central bill: None
Delinquency/Finance Charge	Central bill: Prime + 2.00 is applied to the average daily balance, which is calculated as follows: (past due balance + any new spend) /number of days in Cycle. Will be charged at the end of the first Cycle and each Cycle thereafter.
International Transaction	1 % surcharge
Standard card	\$0.00
Emergency rush card replacement	\$25.00 per card if processed through Contractor. If processed through the Credit Card Network, Client Agency shall pay any fees charged by the Credit Card Network. Notwithstanding the foregoing, this fee is waived.
Cash Advances	2.0% of advance amount (\$3.00 minimum with no maximum).

If the Client Agency requests services not listed in this table, the Client Agency and Contractor will negotiate the fees associated with such services.



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 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. 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.

Guide to Benefits



MasterCard Commercial Guide to Benefits

This MasterCard Commercial Guide to Benefits describes the valuable programs available to you as a cardholder of:

MasterCard BusinessCard® Card
MasterCard Executive BusinessCard® Card
MasterCard® Professional Credit Card
Debit MasterCard® Professional Card
World MasterCard® for Business Card
Debit MasterCard BusinessCard® Card
MasterCard® Small Business Multi Card
MasterCard Corporate Card®
MasterCard Corporate Executive Card®
MasterCard Corporate Purchasing Card®

MasterCard Corporate Fleet Card®
MasterCard Corporate Multi Card® Card
MasterCard Public Sector Travel Card®
MasterCard Public Sector Purchasing Card®
MasterCard Public Sector Fleet Card®
MasterCard Public Sector Multi Card® Card
MasterCard Government Travel Card®
MasterCard Government Purchasing Card®
MasterCard Government Fleet Card®
MasterCard Government Integrated Card®

Important information. Please read and save.

To file a claim or for more information on any of these services, call the MasterCard Assistance Center at **1-800-MC-ASSIST**, or en **Español: 1-800-633-4466**.

"Card" refers to MasterCard® card, and "Cardholder" refers to a MasterCard® cardholder.

MasterCard Guide to Benefits

Benefits that are always with you

The chart below identifies the specific benefits of each program at a glance. We suggest you take a few minutes to familiarize yourself with the benefits of each program. You may also want to make a photocopy to take with you when travelling. This Guide applies to travel and retail purchases made on or after February 1, 2008, and supersedes any previous Guide or program

	MasterRental® Insurance Coverage	Purchase Assurance®	Extended Warranty	MasterAssist Services	MasterCard® VAT Reclaim Service	MasterCard® Global Service®
BusinessCard	✓	✓	✓	✓	✓	✓
Executive BusinessCard	✓	✓	✓	✓	✓	✓
Professional Credit Card	✓	✓	✓	✓	✓	✓
Debit Professional Card	✓	✓	✓	✓	✓	✓
World for Business	✓	✓	✓	✓	✓	✓
Debit BusinessCard	✓	✓	✓	✓	✓	✓
Small Business Multi Card	✓ *	✓ *	✓ *	✓ *	✓ *	✓
Corporate Card	✓	✓	✓	✓	✓	✓
Corporate Executive Card	✓	✓	✓	✓	✓	✓
Corporate Purchasing Card	✓			✓	✓	✓
Corporate Fleet Card	✓ *			✓ *	✓ *	✓
Corporate Multi Card	✓ *	✓ *	✓ *	✓ *	✓ *	✓
Public Sector Travel Card	✓	✓	✓	✓	✓	✓
Public Sector Purchasing Card	✓			✓	✓	✓
Public Sector Fleet Card	✓ *			✓ *	✓ *	✓
Public Sector Multi Card	✓ *	✓ *	✓ *	✓ *	✓ *	✓
Government Travel Card	✓	✓	✓	✓	✓	✓
Government Purchasing Card	✓			✓	✓	✓
Government Fleet Card	✓ *			✓ *	✓ *	✓
Government Integrated Card	✓ *	✓ *	✓ *	✓ *	✓ *	✓
* Driver-assigned cards only						

MASTERRENTAL INSURANCE

MasterCard cardholders can benefit from the security and safety offered through MasterRental Insurance. If you rent a vehicle for 31 consecutive days or less with your MasterCard card, you may be eligible for benefits under this coverage. MasterRental is an insurance program.

Key term:

- **You** or **Yours** means MasterCard cardholder.

To get coverage:

- Initiate and pay for the entire rental agreement/contract (tax, gasoline, and airport fees are not considered rental charges) with your MasterCard card. If a rental agency promotion/discount of any kind is initially applied toward payment of the rental vehicle, at least one (1) day of rental must be billed to your MasterCard card.
- You must decline the Collision/Damage Waiver offered by the vehicle rental agency.
- You must rent the vehicle in your own name and sign the vehicle rental agreement/contract.
- Your rental agreement/contract must be for a rental period of 31 consecutive days or less. Rental periods that exceed or are intended to exceed 31 consecutive days are not covered.
- You must rent a vehicle (including minivans and sport utility vehicles that are designed to accommodate nine passengers or fewer) that is intended for bound surfaces, such as concrete and tarmac. Rented vehicles must have a manufacturer's suggested retail price that does not exceed USD \$50,000.

The kind of coverage you receive:

- MasterRental will pay for covered damages on a primary basis for which you or any other authorized driver is legally responsible to the rental agency.
- Covered damages include:
 - Physical damage and theft of the vehicle, not to exceed the limits outlined below.
 - Reasonable loss of use charges imposed by the vehicle rental agency for the period of time the rental vehicle is out of service. Loss of use charges must be substantiated by a location and class specific fleet utilization log.
 - Reasonable towing charges to the nearest factory-authorized collision repair facility.
 - Secondary Personal Effects benefits covers damage or theft of such effects. You must first file under other applicable insurance (for example, home or business), then we'll cover whatever is not covered by your insurance.
 - Theft or damage to personal effects while in transit in the rental vehicle or in any building en route during a trip using the rental vehicle.
- If you or an authorized driver's primary vehicle insurance or other coverage has made payments for a covered loss, MasterRental will cover your deductible and any other eligible amounts not covered by other insurance.
- This coverage is not all-inclusive, which means it does not cover such things as personal injury or personal liability. It does not cover you for any damages to other vehicles or property. It does not cover you for any injury to any party.

Who is covered?

- The MasterCard cardholders and those designated in the vehicle rental agreement/contract as authorized drivers.
- You, your associates, and your immediate family are covered by the Secondary Personal Effects benefit, subject to the limits below.

Excluded rental vehicles:

- All trucks, pickups, full-size vans mounted on truck chassis, campers, off-road vehicles, and other recreational vehicles.
- All sport utility trucks. These are vehicles that have been or can be converted to an open, flatbed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).
- Trailers, motorbikes, motorcycles, and any other vehicle having fewer than four (4) wheels.
- Antique vehicles (vehicles that are more than twenty (20) years old or that have not been manufactured for at least ten (10) years) or limousines.
- Any rental vehicle that has a manufacturer's suggested retail price that exceeds USD \$50,000.

Where you are covered:

In general, coverage applies worldwide, but there are exceptions:

- You may be unable to receive benefits in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand. Please contact your vehicle rental agency before you travel.
- Coverage is not available where prohibited by law.

Coverage limitations:

- MasterRental will pay the lesser of the actual repair amount, current market value (less salvage), or USD \$50,000 per incident for which the MasterCard cardholder or any other authorized driver is legally responsible to the rental agency.
- Secondary Personal Effects benefit will pay up to USD \$1,000 per covered person, per occurrence, not to exceed a total of USD \$2,000 per any single rental period.
- MasterRental will not pay for or duplicate the Collision/Damage Waiver coverage offered by the rental agency.

What is NOT covered:

- Vehicle not rented by the MasterCard cardholder or authorized user on MasterCard account.
- Any person not designated in the rental agreement/contract as an authorized driver.
- Any obligations you assume other than that which is covered under MasterRental coverage.
- Any violation of the written terms and conditions of the rental agreement/contract.
- Any loss that occurs while driving under the influence of drugs or alcohol; racing; reckless driving.
- Losses involving the theft of the rental vehicle when the renter or authorized driver cannot produce the keys to the rental vehicle at the time of reporting the incident to police and/or rental agency, as a result of negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent damages resulting from a failure to protect the rental vehicle from further damage.
- Blowouts or tire/rim damage that is not caused by theft or vandalism or is not a result of a vehicle collision causing tire or rim damage.
- Rental vehicles where Collision/Damage Waiver coverage was accepted/purchased by you or given to you by the rental agency.
- Any damage that is of an intentional or non-accidental nature caused by the renter or authorized driver(s) of the rental vehicle. **[Except for residents of the State of New York, this exclusion is modified by the following limitation. This exclusion does not apply if 1.) an individual or joint cardholder is liable for damages to the rental vehicle under the rental agreement/contract or liable for the charges from damages to the rental vehicle under the credit card agreement, 2.) the individual or joint cardholder is a victim of domestic violence and did not cooperate in or contribute to the damage, 3.) the damage arises out of a pattern of criminal domestic violence, and 4.) the perpetrator of the damage is criminally prosecuted for the act or acts causing the damage for which a claim is being made under this coverage. For New York State residents, this modification does not apply and is not in effect.]**
- Depreciation, diminishment of value, administrative, or other fees charged by the vehicle rental agency.
- Vehicles with a rental agreement/contract that exceeds or is intended to exceed a rental period of 31 consecutive days from a rental agency.
- Losses resulting from any kind of illegal activity.
- Damage sustained on any surface other than a bound surface such as concrete or tarmac.
- Losses as a result of war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Any loss involving the rental vehicle being used for hire, for commercial use, or as a public or livery conveyance.
- Indirect or direct damages resulting from a covered claim.
- Theft of, or damage to, unlocked or unsecured vehicles.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.

How to file a claim under MasterRental coverage:

- Call 1-800-MC-ASSIST to request a claim form. You must report the claim within 30 days of the loss or the claim may not be honored.

You may choose to assign your benefits under this insurance program to the rental agency from which you rented your vehicle. Please contact 1-800-MC-ASSIST for further details.

- Submit the following documentation within 180 days of the incident or the claim will not be honored:
 - Completed and signed claim form.
 - MasterCard receipt showing the rental.
 - MasterCard statement showing the rental.
 - The rental agreement (front and back).
 - Copy of valid driver's license (front and back).
 - Report from police verifying that vehicle was stolen, vandalized, or involved in a collision.
 - Itemized repair estimate from a factory authorized collision repair facility.
 - Copy of vehicle rental agency promotion/discount, if applicable.
 - Copy of the vehicle rental location class-specific fleet utilization log if loss of use charges are being claimed. You must secure this log from the rental agency.
 - For Personal Effects benefits:
 - Report from police listing items stolen.
 - Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy).
 - Photograph clearly showing damage, if applicable.
 - Any other documentation that may be reasonably requested to validate a claim.

Reminder: Please refer to the Final Legal Disclosure section. MR-CORP-DCB (1-05)

PURCHASE ASSURANCE COVERAGE

MasterCard cardholders can benefit from the security and safety offered through Purchase Assurance Coverage. If something you bought with your MasterCard card is damaged or stolen within 90 days of purchase, you may be eligible for benefits under this coverage. Purchase Assurance Coverage is an insurance program.

Key terms:

- **You** or **Yours** means MasterCard cardholder.
- **Stolen** means items that are taken by force or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft.
- **Damage** means items that can no longer perform the function they were intended to do in normal service due to broken parts or material or structural failures.

To get coverage:

- You must purchase the new item entirely with your MasterCard card for yourself or to give as a gift.
- Original purchase does not have to be registered to receive this benefit.

The kind of coverage you receive:

- Most items you purchase entirely with your MasterCard card are covered if damaged or stolen for 90 days from the date of purchase as indicated on your MasterCard receipt.
- Items you purchase with your MasterCard card and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.

Coverage limitations:

- Coverage is limited to the actual cost of the item (excluding delivery and transportation costs).
- Coverage is limited to a maximum of USD \$10,000 per claim and a total of USD \$50,000 per cardholder account per twelve (12) month period.

- Purchases that are made up of a pair or set will be limited to the cost of repair or replacement of the specific item stolen or damaged. If the specific item cannot be replaced individually or repaired, the value of the pair or set will be covered not to exceed the limits above.
- Coverage for stolen or damaged jewelry or fine art will be limited to the actual purchase price as listed on your credit card statement, regardless of sentimental or appreciated market value.

What is NOT covered:

- Items left in public sight, out of arm's reach, lacking care, custody, or control by the MasterCard cardholder or responsible party.
- Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no physical evidence to show what happened to the item) without any evidence of a wrongful act.
- Items that are stolen from any location or place (including, but not limited to, exercise facilities, places of employment, schools, or places of worship) due to the lack of due diligence by you or another party. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.
- Items lost, stolen, damaged, or mis-delivered while under the care, custody, and control of another party or common carrier (including, but not limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services).
- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Losses that cannot be verified or substantiated.
- Items covered by a manufacturer's recall or class action suit.
- Items that you damage through alteration (including, but not limited to, cutting, sawing, shaping).
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Stolen items without documented report from the police.
- Items that are damaged during transport via any mode.
- Items stolen from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers).
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Traveler's checks, tickets of any kind (for example, for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare or precious metals, stamps, and coins and currency or its equivalent.
- Losses caused by insects, animals, or pets.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Items purchased for resale or rental use.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, computer programs, operating software, and other software.
- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Losses caused by power surge, and contamination by radioactive or other hazardous substances, including mold.
- Losses caused by inherent product defects or pre-existing conditions.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).

- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
- Indirect or direct damages resulting from a covered loss.
- Game animals, pets, or specimens preserved for display (for example, fish, birds, reptiles, or mammals).
- Items stolen or damaged at a construction/work site.
- Rented, leased, or borrowed items for which you will be held responsible.

How to file a claim under Purchase Assurance coverage:

- Call **1-800-MC-ASSIST** to request a claim form. You must report the claim within 30 days of the loss or the claim may not be honored.
- Submit the following documentation within 90 days of the date you report the claim:
 - Completed and signed claim form.
 - Proof of loss.
 - Photograph clearly showing damage, if applicable.
 - MasterCard receipt showing purchase of covered item.
 - MasterCard statement showing purchase of covered item.
 - Itemized purchase receipt.
 - Report from police listing items stolen.
 - Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policies).
 - Any other documentation that may be reasonably requested to validate a claim.

Reminder: Please refer to the Final Legal Disclosure section. PA-CORP-DCB (1-05)

EXTENDED WARRANTY COVERAGE

MasterCard cardholders can benefit from the security and safety offered through Extended Warranty coverage. Extended Warranty Coverage is an insurance program.

Key term:

- **You or Yours** means MasterCard cardholder.

To get coverage:

- You must purchase the new item entirely with your MasterCard card for yourself or to give as a gift.
- The item must have an original manufacturer's (or U.S. store brand) warranty of 60 months or less.
- The original purchase does not have to be registered to receive this benefit.

The kind of coverage you receive:

- Extended Warranty doubles the original warranty time period and duplicates the coverage of the original manufacturer's (or U.S. store brand) warranty up to a maximum of 12 months on most items you purchase. For products with multiple warranty components, each warranty time period will be duplicated up to a maximum of 12 months. Should you fail to properly register the original warranty as required by manufacturer, Extended Warranty will only double the actual warranty time period that you received from the manufacturer. An example of a product with multiple warranty components includes an appliance with original manufacturers' (or U.S. store brand's) warranties that differ for parts, labor, compressor, and so on.
- If you purchase a service contract or an optional extended warranty of 12 months or less on your item, Extended Warranty will cover up to an additional 12 months after both the original manufacturer's (or U.S. store brand's) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty exceeds 12 months, this coverage does not apply.
- If you do not have an additional service contract or an optional extended warranty, this Extended Warranty benefit commences the day after your original manufacturer's (or U.S. store brand's) warranty expires.

Coverage limitations:

- The maximum Extended Warranty benefit for repair or replacement shall not exceed the actual amount charged on your MasterCard card or USD \$10,000, whichever is less.
- If either the original manufacturer's (or U.S. store brand's) warranty or the service contract covers more than 60 months, Extended Warranty benefits will not apply.

- The administrator will decide if a covered failure will be repaired or replaced or whether you will be reimbursed up to the amount paid for the item. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.

What is NOT covered:

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (such as, glass breakage); or "satisfaction guaranteed" items.
- Floor models that do not come with an original manufacturer warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land; any buildings (including, but not limited to, homes and dwellings); permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional Services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film, and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Indirect or direct damages resulting from a covered loss.
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, or illegal activity or acts.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- Items purchased for resale or rental use.
- Mechanical failures caused by lack of maintenance/service
- Losses caused by power surge; contamination by radioactive or other hazardous substances, including mold.

How to file a claim for Extended Warranty coverage:

- Call **1-800-MC-ASSIST** to request a claim form. You must report the claim within 30 days of the failure or the claim may not be honored.
- Submit the following documentation within 90 days from the date of failure or the claim may not be honored:
 - Completed and signed claim form.
 - MasterCard receipt showing covered item.
 - MasterCard statement showing covered item.
 - Itemized purchase receipt.
 - Original manufacturer's (or U.S. store brand's) warranty.
 - Service contract or optional extended warranty, if applicable.
 - Itemized repair estimate from a factory-authorized service provider.
 - Any other documentation that may be reasonably requested to validate a claim.

Reminder: Please refer to the Final Legal Disclosure section. EW-CORP-DCB (1-05)

TERMS AND CONDITIONS FOR MASTERASSIST

This document details the MasterAssist™ services available to you as a member of the plan described as follows.

Eligibility: In order to be eligible for the services and benefits offered by MasterCard International through AXA Assistance USA, You must be a beneficiary as defined below. Membership to the program is non-transferable.

Duration of Coverage: As long as You remain a MasterCard cardholder in good standing, You will have access to the assistance services described herein.

Availability of Services: MasterAssist is available worldwide, with the exception of those countries and territories which may be involved in an international or internal conflict, or in those countries and territories where the existing infrastructure is deemed inadequate by AXA Assistance USA to guarantee service. The Beneficiary may contact MasterAssist prior to embarking on a covered trip to confirm whether or not services are available at his/her destination(s).

Access: The services and benefits offered in the MasterCard program will be arranged by AXA Assistance USA.

For 24-hour emergency assistance call the MasterCard Assistance Center at:

Toll free number in the United States: 1-800-307-7309

Outside the United States, call collect at 636-722-7111

I. GENERAL DEFINITIONS

Beneficiary: An eligible MasterCard® cardholder in good standing whose card has been issued by an institution located in the United States and with his/her permanent address of residence within the United States; such cardholder's spouse; or, a dependent child under the age of nineteen (19) or under the age of twenty-five (25) in the case of a dependent full-time college student. In either case the family member resides permanently at the same address as the cardholder and is traveling with the cardholder.

Family Member: Any Beneficiary's common law spouse, and his or her children.

MasterAssist™: Service provided by AXA Assistance USA, Inc. on behalf of MasterCard International.

II. CONTENT OF THE ASSISTANCE SERVICES

The Beneficiary is entitled to obtain the following services (i) when 100 miles (160km) or more away from such Beneficiary's primary residence; or (ii) while traveling overseas outside the home country of origin:

1. TRAVEL MEDICAL EMERGENCY ASSISTANCE

Referrals to medical services: If you have a medical emergency while traveling, **MasterAssist will refer you to qualified:** physicians, hospitals, clinics, ambulances, private duty nurses, dentists, dental clinics, services for the disabled, opticians, ophthalmologists, pharmacies, suppliers of contact lenses and medical aid equipment.

For the convenience of the cardholder, MasterAssist will make arrangements for a general practice physician to consult the Beneficiary's hotel or current location while traveling. Although MasterAssist service will make every effort, this service may not be available in all states and countries. If a physician can not be dispatched, other arrangements will be made by MasterAssist and options will be offered to the Beneficiary. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder.

Hospital admission: If you require hospitalization, MasterAssist can organize the hospital admission and, if requested, the guarantee of medical expenses. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

Medical transportation/Medical evacuation

If the MasterAssist medical department determines that adequate medical facilities are not locally available in the event of an accident or illness, MasterAssist service will arrange for an emergency evacuation to the nearest facility capable of providing adequate care. The MasterAssist service team of physicians will be able to make travel recommendations including the mode of transport, whether or not an escort is needed (medical or non-medical), as well as ground transport requirements (for example, wheelchair assistance, ambulance at each end). It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder.



Repatriation of remains

In the event of the Beneficiary's death, MasterAssist will arrange for the repatriation of remains to the place of burial in his/her country of residence. Transportation of remains will be subject to international laws and regulations. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder.

Prescription transfer/shipping

MasterAssist helps the Beneficiary replace lost or misplaced medication or other important items such as eyeglasses or contact lenses, by first endeavoring to find a local resource for replacement, or by locating and arranging prompt shipment of the item or its equivalent (subject to local law).

2. TRAVEL SERVICES MEDICAL PROTECTION

If you have a medical emergency away from home,

MasterAssist Medical Protection can help you get the best care. MasterAssist Medical Protection is an insurance program.

What is covered:

- A global referral network of local physicians, dentists, hospitals, and pharmacies.
- Emergency treatment by a physician or dentist, for covered medical, surgical, and dental conditions arising from illness or accidental injury incurred during your trip. Each covered individual can receive up to USD \$2,500 in coverage. (Because coverage is secondary, file with your own insurance company first, then we'll help cover the difference.) There is a deductible of USD \$50 per person, per trip.
- Coverage is limited to emergency medical services resulting from accidental injury or emergency illness, which, if not treated immediately, could be expected by a prudent layperson to place a patient's life, or the life of an unborn child, in jeopardy or seriously impair the patient's bodily functions. Emergency illness benefits are limited to a maximum of USD \$500 per day.
- If you're hospitalized while traveling alone, we'll make arrangements to obtain care. If needed, we'll pay for transportation to another medical facility or your home. If you're traveling with dependent children, we'll arrange, and pay, for their return home if your hospitalization is expected to last 8 days or more.
- When you're traveling alone and hospitalized outside the United States for more than 8 days, we'll make and pay for travel arrangements for a round-trip, economy-class ticket to bring a relative or close friend to you. If you need to recuperate in a hotel after hospitalization, we'll pay up to USD \$75 a day, up to 5 days, to help cover hotel expenses.
- If you die while traveling, we'll arrange for your remains to be sent home, pay for repatriation, and help make arrangements for your travel companions(s) to get home. We would do the same for you if your travel companion(s) should die.
- If one of your immediate relatives dies at home while you're traveling abroad, we'll pay for your return to the United States.
- Coverage is secondary to any existing health and dental coverage (such as worker's compensation, disability benefits law, or similar law) whether or not a claim is filed under such insurance.

Who is covered:

- You, your spouse, and unmarried dependent children under age 22, traveling with you.

Where you're covered:

- At locales 100 miles or more from your home*, except in Afghanistan, Iran, Iraq, Kampuchea, Laos, Libya, Myanmar, North Korea, Sri Lanka, Vietnam, and other countries we deem unsafe.

When you're covered:

- You're covered from the day you leave until midnight of the 60th day of your trip, or the day you return to your city of residence, whichever is sooner. If your trip is extended due to a covered illness or injury, coverage extends to 48 hours after your return.

What is NOT covered:

- Services, supplies, or charges not prescribed by, or performed by, or upon the direction of a physician or dentist, not medically necessary, rendered by other than hospital providers, not legally obligated to pay in the absence of any coverage.

- Experimental/investigative services, or telephone consultations.
- Medical or dental expenses payable under any existing group health or accident insurance or for any expenses incurred after your return to your city of residence.
- War or hostilities of any kind (for example, invasion, rebellion, insurrection, riot, or civil commotion); confiscation or damage caused by any government, public authority or customs official; risks of contraband; illegal activity or acts and military duty.
- Air travel, except as a passenger on a licensed aircraft operated by an airline or air charter company.
- Non-emergency services, supplies, or charges.
- Injury, illness, or loss due to normal pregnancy or childbirth, professional athletics or training, participation in any athletic events that require payment of any entry fee, including training for such event(s); mountain climbing, motor competition, intentionally self-inflicting harm.

Additional information:

- All medical transportation must be approved by both the attending doctor and the Assistance Center staff. All other travel benefits must be approved in advance by the Center. All travel will be scheduled, economy class, if original ticket(s) cannot be used. MasterAssist must be given the return ticket(s), or must be reimbursed the value of unused ticket(s). Expenses without prior approval of the Center will not be reimbursed. The maximum amount paid for travel and repatriation costs, beside shipment of remains, is USD \$10,000 on any single covered trip.
- By making a request for assistance, or a claim for health or dental benefits, you assign to AXA Assistance the rights to receive benefits and/or reimbursement payable under other health or dental insurance for covered services performed or paid for by AXA Assistance.

How to file a claim:

1. Call 1-800-MC-ASSIST to obtain a claim form. Report the claim within 60 days of the completion of the care you receive, or we will not be able to honor your claim.
2. Complete and send the claim form with all documentation to the MasterCard Assistance Center.

Reminder: Please refer to the Final Legal Disclosure section.

*If a cardholder's mailing address is in the State of New York, mileage requirement is not applicable.

3. LEGAL ASSISTANCE

The Beneficiary is entitled to obtain the following services:

Legal Referrals

MasterAssist provides referrals to lawyers or other legal service providers including the provider's name, address, telephone number, office hours, specialty and language resources. Whenever there is sufficient information to do so, we shall refer you to two or more legal professionals so that the Beneficiary may have the benefit of choosing. MasterAssist uses reasonable efforts to ensure that its referrals are to legal service providers who meet the reasonable professional standards of the country or city where the traveler is located. MasterAssist will also follow up with the Beneficiary in each case to ensure that the service rendered was satisfactory.

Legal Assistance—Up to USD \$1,000

If you are jailed (or threatened to be) following a road traffic accident, MasterAssist can appoint and advance the fees of a lawyer. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

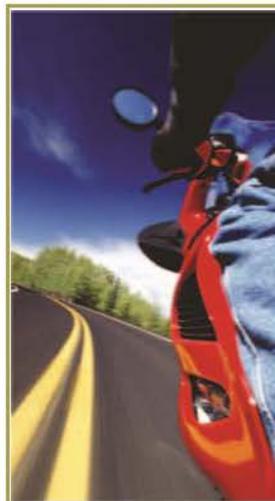
Advance payment for bail bond—Up to USD \$5,000

If you are jailed (or threatened to be) following a road traffic accident, MasterAssist shall advance the bail bond. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

4. TRAVEL PERSONAL ASSISTANCE

MasterAssist will make available to Beneficiary:

- Information for preparing a journey
- Information on visas, passports
- Information on inoculation requirements for foreign travel
- Information on customs and duty regulations,
- Information on foreign exchange rates and value-added taxes
- Referrals to Embassies or Consulates



- Referrals to Interpreters
- Dispatch of an Interpreter

In case of imprisonment, hospitalization or circumstances that demand the services of an interpreter, MasterAssist shall make the necessary arrangements to provide the Beneficiary with an interpreter. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

5. TRAVEL-ORIENTED EMERGENCY ASSISTANCE

Cash advances Up to USD \$5,000

In the event of lost or stolen cash, Travelers Checks, credit and charge cards or in the event that there are no ATMs available at the Beneficiary's location, MasterAssist shall advance cash to the Beneficiary (to be charged to cardholder's account and subject to authorization by the Card issuer).

Urgent message relay

Transmission of urgent messages from the Beneficiary to relatives, business associates, friends residing in his/her country of residence and vice versa.

Luggage assistance

MasterAssist shall provide assistance in locating lost luggage and shall provide to the Beneficiary regular updates on the location status.

Lost document, ticket replacement, and return trip assistance

In case of loss or theft of the MasterCard card, travel tickets, passport, visa or other identity papers necessary to return home, MasterAssist will provide assistance in replacing them by contacting local police, consulates, airline company or other appropriate entities.

In the event of loss or theft of the transportation ticket to return home, a replacement transportation ticket can be arranged. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

III. COST OF THE ASSISTANCE SERVICES PROVIDED

MasterAssist offers valuable emergency assistance services, however it is not insurance coverage. Please keep in mind that you will be responsible for the fees incurred for professional or emergency services requested of MasterAssist™ Travel Assistance Services (such as, medical or legal bills). Most of the assistance services are offered to the cardholder at no cost; however, according to circumstances and depending on the nature of the requested service, AXA Assistance may have to advance payment on behalf of the cardholder subject to the cardholder's approval. In this case, the advanced payment and associated delivery fees shall be reimbursed to AXA Assistance through the debit of the cardholder's MasterCard Card account, subject to prior approval of the cardholder's issuing bank. In the event approval for the charge is not granted by the issuing bank, the payment coverage/monetary advance will not be provided

6. MASTER ROADASSIST® SERVICE

- If your car breaks down on the road while you are traveling in the 50 United States or the District of Columbia, just call **1-800-MC-ASSIST** and tell us where you are.
- We'll send someone to the rescue. This is not only reassuring, but it may also save you money because fees for many services (jump-starts, towing, gas delivery, tire changes) are pre-negotiated. Road service fees will be automatically billed to your MasterCard Card account.
- You are responsible for emergency road service charges incurred by towing facilities responding to your dispatch, even if you are not with your car (or it's gone) when the tow truck arrives. MasterCard International is not responsible or liable for the service the towing facility provides. Towing facilities are independent contractors, solely liable for their services.
- Emergency road service is not available in areas not regularly traveled, in "off-road" areas not accessible by ordinary towing vehicles, or for over one-ton capacity trailers, campers, or vehicles-in-tow.
- If you have a rental vehicle, be sure to call the car rental agency before you call **1-800-MC-ASSIST**, as many rental agencies have special procedures regarding emergency road service.

Reminder: Please refer to the Final Legal Disclosure section.

MASTERCARD VAT RECLAIM SERVICE

VAT Refunds on Business Travel Expenses

U.S. Companies are entitled to recover the Value Added Taxes (VAT) expenses that your company employees incur on foreign business travel.

The VAT paid on hotel accommodations, employee meals, conferences, exhibitions, trade shows, car hire, and similar business travel expenses are recoverable in most European countries.

The rules and scope of VAT recovery vary from country to country, but we will determine what is eligible for reclaim and will handle all the claim processing and submissions to the VAT Refunding Authorities.

To claim VAT refunds, it is essential that your company be able to provide the original hard-copy supplier invoices on which you paid VAT.

MasterCard customers can avail themselves of a discounted fee based on a percentage of the recovered VAT.

For information on our VAT recovery services and to commence your company's VAT reclaim process, contact:

U.S. Toll free: 1.800.306.6068
Int'l. telephone: +353.66.97.61772
E-mail: contact@fexcovatreffunds.com
Web: www.fexcovatreffunds.com

MASTERCARD GLOBAL SERVICE

MasterCard Global Service® provides worldwide, 24-hour assistance with lost and stolen card reporting, emergency card replacement, and emergency cash advance. Call MasterCard Global Service immediately to report your card lost or stolen and to cancel the account. If you need to make purchases or arrange for a cash advance, with your issuer's approval, you can receive a temporary card the next day in the United States, and within two business days most everywhere else.

In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call 1-800-MC-ASSIST (1-800-622-7747). When out-of-country and in need of assistance, you can easily reach a specially trained MasterCard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language. You can call toll free from over 75 countries worldwide. Some of the key toll free MasterCard Global Service telephone numbers are:

Australia.....	1-800-120-113
Austria	0800-21-8235
France	0-800-90-1387
Germany	0800-819-1040
Hungary	06800-12517
Ireland.	1-800-55-7378
Italy	800-870-866
Mexico.....	001-800-307-7309
Netherlands	0800-022-5821
Poland	0-0800-111-1211
Portugal	800-8-11-272
Spain.....	900-97-1231
United Kingdom	0800-96-4767

For additional information, or for country-specific toll-free telephone numbers not listed above, visit our Web site at www.mastercard.com or call the United States collect at **1-636-722-7111**.

Account Information and Card Benefits

When in the United States, contact your card issuer directly for account information and **1-800-MC-ASSIST** for card benefits. When traveling outside the United States, call MasterCard Global Service to access your card issuer for account information or to access any of your card benefits.

Issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the MasterCard cardholder shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

Transfer of rights or benefits: No rights or benefits provided under these Insurance benefits may be assigned without the prior written consent of the claim administrator for these benefits.

Misrepresentation and Fraud: Benefits shall be void if the MasterCard cardholder has concealed or misrepresented any material facts concerning this coverage.

Due Diligence: All parties are expected to exercise due diligence to avoid or diminish any theft, loss, or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

Subrogation: If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or cardholder who receives payment under these benefits must transfer to the Insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the cardholder.

Salvage: If an item is not repairable, the claim administrator may request that the cardholder or gift recipient send the item to the administrator for salvage at the cardholder's or gift recipient's expense. Failure to remit the requested item for salvage to the claim administrator may result in denial of the claim.

In no event will these insurance benefits apply as contributing insurance. The non-contribution Insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

Benefits listed in this Guide are subject to the conditions, limitations, and exclusions described in each benefit section. **Receipt or possession of this Guide to Benefits does not guarantee coverage or coverage availability. FLD-2 (3/05)**



This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or a member's, or the MasterCard actual offerings, such master policies or actual offering shall control.

To file a claim or request MasterAssist Services,
call 1-800-MC-ASSIST (1-800-622-7747),
or en Español: 1-800-633-4466.
Visit our Web site at www.mastercard.com.



**State of Connecticut
Purchasing Card Agreement
Addendum #**

This is an Addendum (Addendum) to the Purchasing Card Agreement (Agreement), contract #16PSX0058 (formerly #07PSX0269), dated March 1, 2018, between the State of Connecticut (the Customer), acting by and through the Department of Administrative Services, and the Office of the State Comptroller, for the use and benefit of Town of Simsbury, Connecticut, and JPMorgan Chase Bank, NA is made this _____ day of _____, 2018 pursuant to CONN. GEN. STAT. Sections 4-98 and 4a-51.

Recitals:

The Customer has entered into the Agreement with JPMorgan Chase Bank, NA for the purpose of making available for use by all state Departments and institutions, a purchasing card program; and

Town of Simsbury, Connecticut has received a copy of the Agreement and, after thorough review of the Agreement, desires to participate under the terms and conditions of the Agreement; and

Required approval, clearance and coordination has been accomplished with Town of Simsbury, Connecticut; and

JPMorgan Chase Bank, NA and the State of Connecticut have no objection to Town of Simsbury, Connecticut executing this Addendum, and acknowledge this Addendum, upon receipt by JPMorgan Chase Bank, NA as notice of the designation of Town of Simsbury, Connecticut as a participant in this agreement.

Agreement:

Now, therefore, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual promises and covenants set forth in the Agreement, which is incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town of Simsbury, Connecticut agrees:

1. To pay all charges, fees and account balances for all and any of its Cardholders as may be shown in its credit card financial summaries.
2. To accept and perform all duties, responsibilities and obligations required of it, and to be bound by the terms and promises of the Agreement.

By _____
JPMorgan Chase Bank, NA

By _____
Carol S. Wilson, Director of Procurement
Department of Administrative Services
State of Connecticut

By _____
<Authorized Signer Name>
<Title>
Town of Simsbury, Connecticut

By _____
Elizabeth Macha, Director of Accounts Payable
Office of the State Comptroller
State of Connecticut



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Acceptance of Local Bridge Program Grant

2. **Date of Board Meeting:** October 10, 2018

3. **Individual or Entity making the submission:**

Maria E. Capriola, Town Manager; Jerome F. Shea, PE, Town Engineer

Maria E. Capriola

4. **Action requested of the Board of Selectmen:**

If the Board of Selectmen supports accepting the Local Bridge Program Grant, the following motion is in order:

Move, effective October 10, 2018, to accept the Local Bridge Program FY19 Grant in the amount of \$364,000, and to authorize Town Manager, Maria E. Capriola to execute all documents related to the grant award.

5. **Summary of Submission:**

At your January 8, 2018 meeting, the Board of Selectmen authorized staff to submit a bridge preservation grant application through the Local Bridge Program. The objective of this program is to rehabilitate local bridges to prolong the life of the structure to at least an additional 20 years. Simsbury submitted two (2) bridges for the program: Firetown Road over Bissell Brook (Bridge No. 04549) and Barndoor Hills Road over Bissell Brook (Bridge No. 04550).

The bridge preservation program is a relatively new source of grant funding from the Connecticut Department of Transportation (CDOT) via the Local Bridge Program. The grant helps communities rehabilitate bridge structures that do not meet the qualifications for complete replacement. Simsbury applied for this grant in February of 2018 and re-applied in August of 2018 at the direction of CDOT. The grant is a 50% match for the total costs of the project including design services.

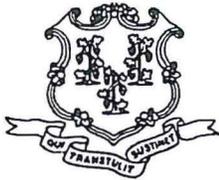
The Town received a Commitment to Fund letter from CDOT indicating that the two submitted applications qualify for funding under the Local Bridge Program, and that the project must include both bridges.

6. **Financial Impact:**

The grant award is in the amount of \$364,000 and will fund 50% of the costs to rehabilitate two (2) bridges over Bissell Brook at Firetown Road and Barndoor Hills Road. Costs for the development of plans and specifications for the work are included in the grant award. Sufficient funds are available to cover the town's 50% local match in the approved FY 17/18 bridge improvements capital project.

7. Description of Documents Included with Submission:

- a) Commitment to Fund Letter, dated September 26, 2018
- b) Map of Bridge Locations



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

REC'D SEP 27 2018



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

September 26, 2018

Ms. Maria E. Capriola
Town Manager
Town of Simsbury
760 Hopmeadow Street
P.O. Box 495
Simsbury, CT 06070

Dear Ms. Capriola:

Subject: Local Bridge Program, Fiscal Year 2019
Commitment to Fund
Bridge No. 04549, Firetown Road over Bissell Brook
Bridge No. 04550, Barndoor Hills Road over Bissell Brook
Assigned Project Number: 9128-4549
Town of Simsbury
Combined State Grant Funds: \$364,000.00

The Department of Transportation (Department) has reviewed the town of Simsbury's Preliminary Application (enclosed) for the preservation work to rehabilitate the bridges at the subject locations. The Department is pleased to inform you that the project qualifies for funding under the Local Bridge Program. However, unless otherwise authorized in writing by this office, the project must include all subject bridges.

The State of Connecticut (State) hereby commits to fund 50 percent of the eligible project costs through a State grant. This commitment is subject to the Program Regulations and Statutory Requirements, in particular as follows:

1. The amount is based upon the information in your Preliminary Applications and is subject to later adjustments.
2. This Commitment to Fund will lapse if your Supplemental Application cost estimate exceeds your Preliminary Applications and sufficient monies are not available, or if you fail to file a Supplemental Application within one year of the date of this letter. The Supplemental Application form, program manual, and other relevant items can be retrieved from our website at www.ct.gov/dot/localbridge.
3. The Commitment to Fund does not constitute a binding agreement, and the State's obligation is further contingent upon your execution and delivery of an agreement between the State and the town of Simsbury, and your compliance with its terms.
4. Compliance with State set-aside and contract requirements enacted under Public Act 15-5, unless the municipality is exempted from this legislation. The Connecticut Commission on Human Rights and Opportunities (CHRO) is responsible for administering these requirements; however the municipality must include language relative to the requirements in the bid notice and the contract documents. Further information can be found on the CHRO website at www.ct.gov/chro. Questions regarding the requirements are to be directed to CHRO at 860-541-3400.

The next step in the grant process, if this Commitment to Fund is acceptable to you, is to sign below, and return this letter within 30 days.

Within one year of the date of this letter, the Supplemental Application must be submitted to the Department with all the required documents and certifications. Since some of these items take time to complete, they should be initiated at an early date. So that the project's costs may be accurately tracked, it is recommended that the municipality set up a separate budget line item for this project and make your auditor aware of the project. Also, the Department now relies heavily on electronic communications. Please ensure that the Department has an up-to-date e-mail address for your designated contact person at all times.

If you have any questions, or need any assistance, please contact Mr. Francisco T. Fadul, Project Engineer for the Local Bridge Program, at (860) 594-2078.

Very truly yours,



Theodore H.
Nezames, P.E.
2018.09.25
11:20:56-04'00'

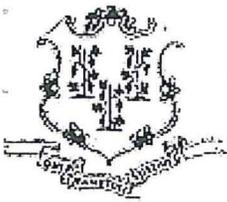
Theodore H. Nezames, P.E.
Manager of Bridges
Bureau of Engineering and Construction

Accepted by: _____
Maria E. Capriola, Town Manager
Town of Simsbury

Date: _____

Enclosure

cc: Mr. Jerome F. Shea, P.E., Town Engineer
The Honorable Eric Wellman, First Selectman



CONNECTICUT DEPARTMENT OF TRANSPORTATION



LOCAL BRIDGE PROGRAM

PRELIMINARY APPLICATION

Preliminary application is hereby made by the Town/City/Borough of Simsbury for possible inclusion in the Local Bridge Program for Fiscal Year 2019 for the following structure:

Bridge Location: Firetown Road over Bissell Brook
Bridge Number: 04549 Structure Length: 24.0 feet Curb-to-Curb Width: 26.0 feet
Sufficiency Rating: 91.30 % Priority Rating: 91.20 %

Evaluation & Rating Performed by: State Forces Others

If Others, Name of Professional Engineer: Jagdeesh Gopal, P.E.
Connecticut Professional Engineers License Number: 24485
Engineering Firm: GM2 Associates, Inc.
Engineer's Address: 115 Glastonbury Blvd., Glastonbury, CT 06033
Engineer's E-mail Address: jgopal@gm2inc.com

Description of Existing Condition of Structure: *(attach description)*

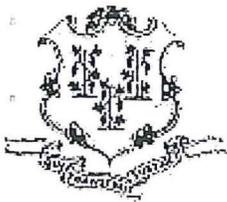
Description of Project Scope: F,G,I,U,V *(note Bridge Repair Code as per Figure 5-1 of the current Local Bridge Program Manual; attach narrative/preliminary plans & specifications).*

Name of Municipal Official to Contact: Jerome F. Shea, P.E.
Title: Town Engineer Telephone: (860) 658-3260 Ext: Fax:
Mailing Address: 933 Hopmeadow Street, Simsbury, CT 06070
E-mail: jshea@simsbury-ct.gov

Anticipated Schedule:

(MM/DD/YYYY)

Public Meeting Conducted:	<u>02/05/2019</u>
Design Completion:	<u>10/01/2019</u>
Property Acquisition Completion:	<u> </u>
Utilities Coordination Completion:	<u> </u>
Construction Advertising:	<u>12/01/2019</u>
Supplemental Application Submission: <small>(Not applicable for Federal Local Bridge Program Projects)</small>	<u> </u>
Start of Construction:	<u>04/01/2020</u>
Completion of Construction:	<u>11/01/2020</u>



CONNECTICUT DEPARTMENT OF TRANSPORTATION



LOCAL BRIDGE PROGRAM

PRELIMINARY APPLICATION

Preliminary application is hereby made by the Town/City/Borough of Simsbury
for possible inclusion in the Local Bridge Program for Fiscal Year **2019** for the following structure:

Bridge Location: Barndoor Hills Road over Bissell Brook
Bridge Number: 04550 Structure Length: 40.0 feet Curb-to-Curb Width: 22.0 feet
Sufficiency Rating: 81.80 % Priority Rating: 81.10 %

Evaluation & Rating Performed by: State Forces Others

If Others, Name of Professional Engineer: Jagdeesh Gopal, P.E.
Connecticut Professional Engineers License Number: 24485
Engineering Firm: GM2 Associates, Inc.
Engineer's Address: 115 Glastonbury Blvd., Glastonbury, CT 06033
Engineer's E-mail Address: kgopal@gm2inc.com

Description of Existing Condition of Structure: *(attach description)*

Description of Project Scope: F,G,J,U,V *(note Bridge Repair Code as per Figure 5-1 of the current Local Bridge Program Manual; attach narrative/preliminary plans & specifications).*

Name of Municipal Official to Contact: Jerome F. Shea, P.E.
Title: Town Engineer Telephone: (860) 658-3260 Ext: Fax:
Mailing Address: 933 Hopmeadow Street, Simsbury, CT 06070
E-mail: jshea@simsbury-ct.gov

Anticipated Schedule:

(MM/DD/YYYY)

Public Meeting Conducted:	<u>02/05/2019</u>
Design Completion:	<u>10/01/2019</u>
Property Acquisition Completion:	<u> </u>
Utilities Coordination Completion:	<u> </u>
Construction Advertising:	<u>12/01/2019</u>
Supplemental Application Submission: <small>(Not applicable for Federal Local Bridge Program Projects)</small>	<u> </u>
Start of Construction:	<u>04/01/2020</u>
Completion of Construction:	<u>11/01/2020</u>

Local Bridge Program – FY2019 Preliminary Application

Bridge Number 04550, Town/City/Borough of Simsbury

Preliminary Cost Figures:

Preliminary Engineering Fees (Include Breakdown of Fees)	\$ <u>37,500.00</u>
Rights-of-Way Cost (If applicable)	\$ <u>0.00</u>
Municipally Owned Utility Relocation Cost	\$ <u>0.00</u>
Estimated Construction Costs (Include Detailed Estimate)	\$ <u>250,000.00</u>
Construction Engineering (Inspection, Materials Testing)	\$ <u>37,500.00</u>
Contingencies (10% of Construction Costs Only)	\$ <u>25,000.00</u>
Total Estimated Project Cost	\$ <u>350,000.00</u>

Financial Aid Data:

NOTE: funding limited to Eligible Bridges as published at www.ct.gov/dot/localbridge or those found to be eligible in accordance with Section 2.3 – Priority Lists of the current Local Bridge Program Manual.

Federal Reimbursement:
Total Estimated Project Cost multiplied by 80%:
Federal Aid Request \$ _____

State Local Bridge Project Grant: (Cannot be combined with Federal reimbursement)
Total Estimated Project Cost multiplied by 50%:
Project Grant Request: \$ 175,000.00

Other Source of State or Federal funding received/applied for: \$ 0.00, State/Federal _____
Funding program: _____

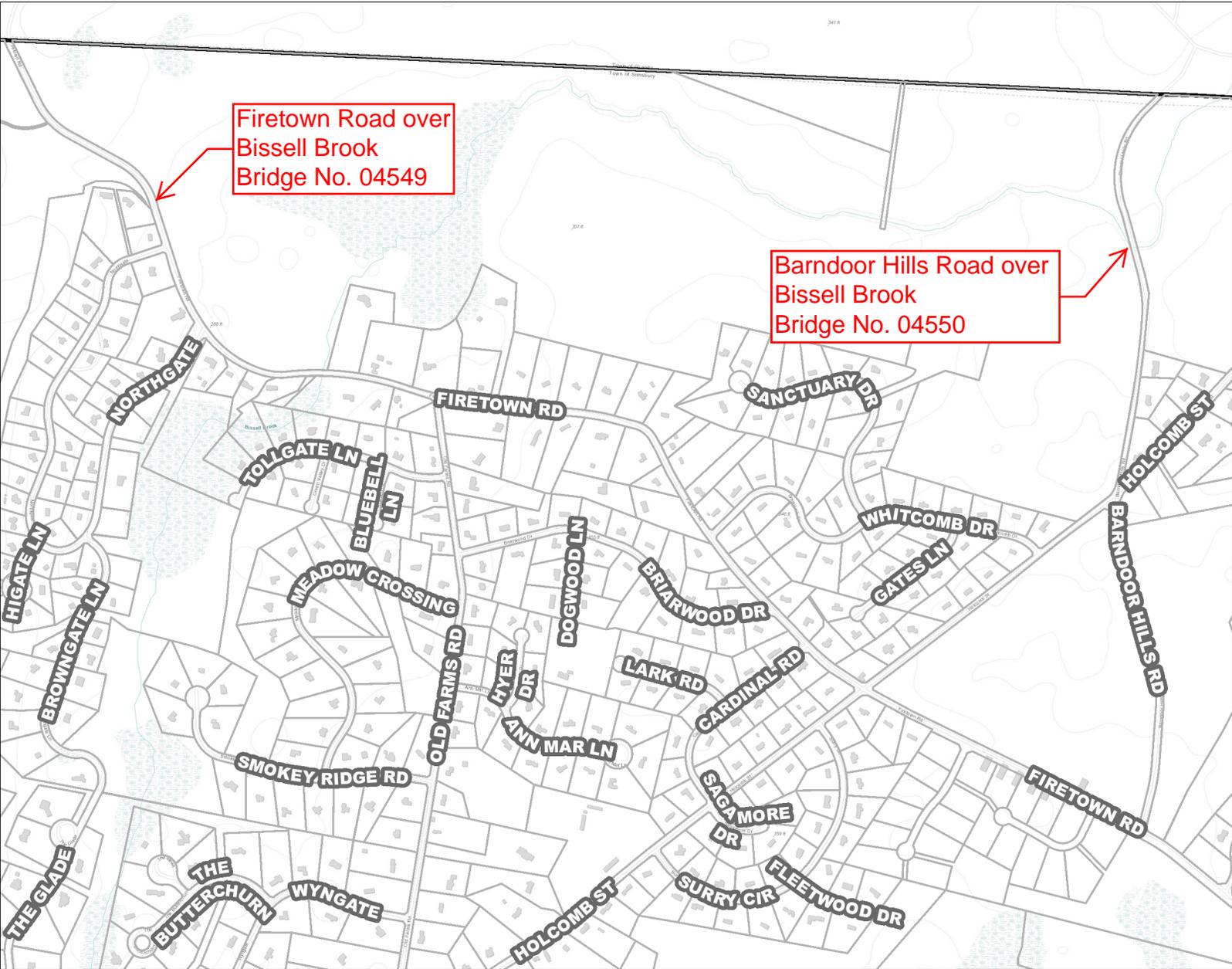
I hereby certify that the above is accurate and true, to the best of my knowledge and belief. I also certify that this form has not been modified in any way from that distributed by the Department of Transportation for FY 2019.

Signature: Maria E. Capriola Date: 8/11/18

Name: Maria E. Capriola Title: Town Manager
(Must be signed by Chief Elected Official, Town Manager, or other Officer Duly Authorized)

Return **original signed applications** to: Mr. Francisco T. Fadul, P.E.
Project Engineer for the Local Bridge Program
Connecticut Department of Transportation
2800 Berlin Turnpike, P.O. Box 317546
Newington, Connecticut 06131-7546

Bridge Locations - Local Bridge Program FY19 Grant



Legend

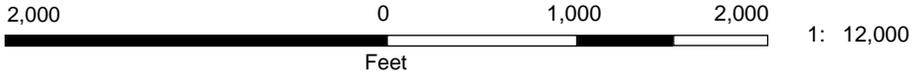
- Parcels
- Street Labels
- Town Border
- Citations

Location



Notes

Firetown Road over Bissell Brook
 Barndoor Hills Road over Bissell Brook



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Revisions to Assistant Planning Director (Assistant Town Planner) Job Description
2. **Date of Board Meeting:** October 10, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**

If the Board of Selectmen supports the changes in the job description for the Assistant Planning Director (Assistant Town Planner) position, the following motion is in order:

Move effective, October 10, 2018 to approve the proposed modifications to the job description for the Assistant Planning Director (Assistant Town Planner) as presented.

5. **Summary of Submission:**

Attached please find proposed changes to the existing job description for the Assistant Planning Director position. This position is commonly referred to as the Assistant Town Planner and the terms can be used interchangeably.

The proposed modifications are minor in scope. The proposed changes to the Assistant Planning Director (Assistant Town Planner) job description include designating the Assistant Town Planner as the Inland Wetlands Agent (current practice), designating the Assistant Town Planner as acting department director in the absence of the Director (current practice), and changing the minimum qualifications section. The Director of Planning and Community Development was involved in preparing the revisions. There are no proposed changes to the pay range at this time.

Chapter 9, Section 902 of the Charter requires that I prepare and submit proposed job descriptions to the Board of Selectmen for review and approval. Excerpted Charter language reads:

"...the Town Manager shall cause to have prepared a statement of the duties and responsibilities of each position in the Town service and of the minimum qualifications for appointment to such position. The statement so prepared shall become effective upon the approval by resolution of the Board of Selectmen and may be amended, upon recommendation of the Town Manager, by resolution of the Board."

The union has reviewed the job description and has no concerns. The Personnel Subcommittee reviewed and endorsed the proposed job description at their September 27, 2018 meeting. Since that meeting, management is recommending one addition

regarding duties related to open space and agricultural lease management. That bullet point has been added to the attached.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

a) Proposed Job Description – Assistant Planning Director (Assistant Town Planner)

Town of Simsbury

TITLE: Assistant Planning Director ([Assistant Town Planner](#)) **GRADE:** A-6

DEPARTMENT: Planning & Land Use Department **DATE:** ~~May 28, 2014~~

POSITION DESCRIPTION:

Under the supervision of the Director of Planning and Community Development:

- Reviews land use applications; coordinates land use review processes, drafts application review reports and assists the Director in the supervision of the office and staff.
- Reviews compliance and assists with enforcement of development activities and approvals established by the Planning, Zoning, Zoning Board of Appeals and the Conservation /Inland Wetlands Commissions, and Historic District Commission.
- Performs complex technical planning work in connection with proposed land use activities under the jurisdiction of the Department as directed by the Director.
- [Serves as Designated Agent for the Inland Wetland Agency](#)
- [Serves as the acting director of the Planning and Development Department in the absence of the Director.](#)

ESSENTIAL JOB FUNCTIONS:

PUBLIC:

- Assists the general public and participates in the development process including site inspections, preparing staff reports, correspondence and directing compliance with the Code Enforcement Officer.
- Communicates and cooperates with property owners, applicants, and other Town staff on compliance issues and communicates staff and Board or Commission concerns to applicants, residents, other Boards and Commissions, and the Director of Planning and Community Development.
- Attends meetings as required and as directed by the Director of Planning and Community Development.
- May, in the absence of the Code Enforcement Officer, issue citations for violations in accordance with local ordinances.

STAFF:

- Performs professional level administrative work in connection with all projects and enforcement activities as assigned by the Director.
- Performs research and compiles and analyzes data in connection with planning, zoning inland wetlands studies, Zoning Board of Appeals, and Historic District Commission.
- Serves in staff capacity to land use boards and commissions as assigned by the Director.
- Monitors violations of Town Zoning, Planning and Inland Wetlands and Watercourses Regulations and performs follow up enforcement activities in conjunction with the Code Enforcement Officer.

- Provides information to residents, developers, and other stakeholders regarding planning and zoning regulations, applications, permitting processes, and development options.
- Assists with open space acquisition and management and the management of agricultural leases.

ADDITIONAL JOB FUNCTIONS:

- May perform additional tasks and duties as requested.

REQUIRED KNOWLEDGE SKILLS AND ABILITIES:

SKILLS:

- Able to manage multiple tasks at the same time.
- Able to properly delegate tasks when and where determined necessary.
- Able to effectively communicate with Supervisor, all staff and the public regarding all land use activities.
- Able to suggest innovative and helpful land use application processing techniques.
- Ability to closely follow instructions and follow through on assigned tasks in a thorough and professional manner.

KNOWLEDGE:

- Knowledge and ability in computer applications for data management, planning analysis, and report preparation including Microsoft Word, Excel, Powerpoint and Access.
- Knowledge and ability to analyze problems and help develop and implement programs and activities to address these problems.
- Considerable knowledge of the principles and practices of comprehensive planning and land use administration.
- Knowledge of and ability to operate Geographic Information Systems (GIS) systems.

ABILITIES:

- Ability to monitor new issues and techniques appropriate to planning and land use matters.
- Ability to communicate both orally and in writing with staff and the public.
- Ability to use computer terminal to access, process and retrieve information contained in file records and computer databases.
- Ability to perform research and prepare technical reports as directed or as necessary.
- Ability to interpret and apply laws and regulations relating to all aspects of land use activities under the jurisdiction of the Department.
- Ability to communicate effectively to establish and maintain effective working relationships with regional officials, town staff, boards and commissions, participants in the development process, and the public.
- Ability to read and interpret maps, plans and studies including traffic and environmental studies.

REQUIRED PHYSICAL AND MENTAL EFFORT AND ENVIRONMENTAL CONDITIONS:

- Ability to sit/stand continuously for prolonged periods of time.
- Ability to perform gross body coordination and perform tasks that require hand-eye coordination.
- Ability to see objects closely as in reading a map.
- Ability to hear normal sounds with some background noise and communicate effectively.
- Ability to concentrate on fine detail with constant interruption.
- Ability to attend to task/function for more than 60 minutes at a time.
- Ability to understand and relate to specific ideas and to understand and relate to the theories behind several related concepts.
- Ability to remember multiple tasks/assignments given to self and others over long periods of time.
- Ability to work in office setting subject to continuous interruptions and background noises.
- Exposure to video display terminals on a daily basis.
- Ability to work under stress from demanding deadlines and changing priorities and conditions.
- Ability to file letters, correspondence, reports, etc. in cabinet drawers ranging from 1' to 7' from the floor.
- Ability to move throughout Town Hall and other Town buildings and construction sites.
- Ability to participate in numerous, extended night meetings during the year.
- Ability to work independently with minimum supervision.
- Ability to carry and lift documents and office equipment weighing up to 25 pounds.
- Ability to get into and out of an automobile.
- Ability to attend and participate in numerous, extended night meetings during the year.

REQUIRED MINIMUM QUALIFICATIONS:

- **Bachelor's Degree in Urban and Regional Planning or closely related field required, master's degree preferred. Four (4) years of progressively responsible professional experience in a land use office with a bachelor's degree, two (2) years of progressively responsible professional experience in a land use office with a master's degree. Supervisory experience desirable.**
- **Certification as Certified Zoning Enforcement Officer (CZEO) by the Connecticut Association of Zoning Enforcement Officials or must obtain certification within one (1) year of appointment. Once obtained, must be maintained during entirety of employment.**
- **Certification by CTDEEP as Municipal Inland Wetlands Agency Comprehensive Training Program or must obtain certification within one (1) year of appointment. Once obtained, must be maintained during entirety of employment.**
- **Membership in the American Institute of Certified Planners is preferred but not required.**

- **The incumbent in the position is expected to attend evening and weekend meetings and events as needed in support of the work of assigned Town Committees, Commissions, and Boards**

LICENSE OR CERTIFICATE: Motor Vehicle Operator's License.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task and responsibility.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Revisions to Children's Reference Librarian (PT) Job Description
2. **Date of Board Meeting:** October 10, 2018

3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the changes in the job description for the Children's Reference Librarian (PT) position, the following motion is in order:

Move effective, October 10, 2018 to approve the proposed modifications to the job description for the Children's Reference Librarian (PT) as presented.

5. **Summary of Submission:**
Attached please find proposed changes to the existing job description for the Children's Reference Librarian (PT) position. This is a non-union (unaffiliated) position.

The proposed modifications are minor in scope. The proposed changes to the Children's Reference Librarian (PT) job description allow the job to parallel our Adult Services Librarian (PT) position but with a focus on children's services skills. The Library Director was involved in preparing the revisions. There are no proposed changes to the job title or salary range at this time.

Chapter 9, Section 902 of the Charter requires that I prepare and submit proposed job descriptions to the Board of Selectmen for review and approval. Excerpted Charter language reads:

"...the Town Manager shall cause to have prepared a statement of the duties and responsibilities of each position in the Town service and of the minimum qualifications for appointment to such position. The statement so prepared shall become effective upon the approval by resolution of the Board of Selectmen and may be amended, upon recommendation of the Town Manager, by resolution of the Board."

The Personnel Committee reviewed and endorsed the proposed job description at their September 27, 2018 meeting.

6. **Financial Impact:**
None

7. Description of Documents Included with Submission:

- a) Proposed Job Description – Children’s Reference Librarian (PT)

Position Definition

Under the general supervision of the Head of Children's Services the Reference Librarian is responsible for providing excellent customer service, assisting with planning and executing programs, creating passive programs; as well as assisting in the promotion of the Library, its programs and services. **The Children's Department Reference Librarian performs circulation and customer service duties as needed.**

Essential Duties

- Greets Library users and offers assistance
- Provides reference and reader's advisory guidance to children, adults, and teens
- Assures the confidentiality of library use and library patron accounts
- Collaborates with all Library departments and staff in order to provide the best possible service for the community
- Performs opening and closing procedures
- Assists with the recommends or selection material, both print and non-print, for acquisition and withdrawal
- Troubleshoots Library equipment and technology
- Assists with planning, facilitating, and conducting programs for children and families
- Creates and implements passive or anytime programs to engage children and families who visit the Children's Room
- Creates and assists with displays
- Participates in the creation and preparation of promotional and informational material, both print and digital
- Assists in the planning, development and maintenance of the Library's online and virtual presence and functionality, including social media
- Engages in community outreach and collaboration to promote interest in the Library as a community resource
- Assists in training and oversight of volunteers in the Children's Department
- Participates in updating Library technology
- Assists with the reservation of museum passes
- Collects and maintains usage data and compiles statistical and narrative reports
- Monitors building and technology use
- Interprets and enforces Library rules and policies
- Performs other duties as assigned

Additional Duties

- Attends professional meetings and participates in the activities of professional library associations
- Keeps informed of current trends and developments in libraries
- Seeks training and professional development opportunities necessary to perform job competencies
- Assists with the application and administration of grants
- Participates in the cataloging, organizing and maintenance of Library material

Required Knowledge, Skills and Abilities

- Positive and enthusiastic approach to customer service, in person, on the phone and virtually
- Knowledge of child development, children's literature and the available materials and services for children, families, caregivers and educators
- Ability to engage in active listening
- Ability to give clear, concise written and oral instructions
- Ability to work and interact effectively with staff, administrators, volunteers and the public, as well as function as part of a cohesive team
- Ability to plan, organize, direct and evaluate the work of others
- Ability to operate and troubleshoot a variety of equipment, both office and library
- Ability to use independent judgment to assess and evaluate information requests
- Thorough and demonstrated knowledge of Library policies, practices and procedures
- Strong technology skills, including proficiency in social media
- Ability to monitor new issues and techniques appropriate to libraries, as well as interpret their meaning for and impact on libraries and library service

Required Physical and Mental Effort and Environmental Conditions

- Ability to lift books and other materials, weighing up to twenty-five (25) pounds, from shelves ranging from 6" to 8' from the floor and return them to their proper place(s)
- Ability to stand and walk for extended periods of time; move throughout the Library; bend, reach and crouch to shelve and retrieve materials; push and pull carts loaded with materials
- Ability to use a PC terminal, laptop or tablet for extended periods of time
- Ability to carry supplies and equipment in excess of twenty-five (25) pounds
- Ability to move throughout the Library and other Town sites
- Ability to read fine print materials
- Ability to work in office and public settings subject to continuous interruptions and background noises
- Ability to be flexible and adapt in a fast paced, complex and changing environment
- Ability to represent the Library in the community and at public gatherings and speak to public groups
- Ability to work evenings and weekends

Required Minimum Qualifications

Master's Degree in Library Science. Proficiency in reference services and with Library automation, personal computers, software applications, tablets, android and smart phones, as well as social media. **A genuine respect and consideration for children and the ability to establish a positive rapport with coworkers and the public are essential, as are strong customer service skills.** Previous experience desirable.

License or Certificate

Motor Vehicle Operator's License

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task or responsibility.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Professional Travel Policy
2. **Date of Board Meeting:** October 10, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports adopting the Professional Travel Policy, the following motion is in order:

Move, effective October 10, 2018 to adopt the Professional Travel Policy as presented.
5. **Summary of Submission:**
This policy establishes guidelines for approval of travel to professional development programs and informs employees of what are and aren't reimbursable expenses. The policy was reviewed with the leadership team and union leadership, with those responding providing favorable feedback.

At their September 27, 2018 meeting the Personnel Subcommittee reviewed and endorsed the proposed policy. The Personnel Subcommittee recommended the inclusion of daily monetary limits on food and lodging which has been incorporated into the draft presented this evening.

Pursuant to Section 2 of the Town's Personnel Rules and Regulations, administrative and personnel policies are adopted by resolution of the Board of Selectmen and the Town Manager is responsible for execution and implementation. Once executed, this policy will be made available to Town employees.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Proposed Professional Travel Policy



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

TOWN OF SIMSBURY PROFESSIONAL TRAVEL POLICY

Adopted by the Simsbury Board of Selectmen on October XX, 2018

I. Purpose

This Policy shall govern all travel expenses incurred by employees who attend approved off-site professional development programs such as conferences, seminars, workshops, training, and certification programs.

The Town requires that all travel expenditures and related accountings meet the Internal Revenue Service requirements of “ordinary, necessary and reasonable” and should be conservative and consistent with the nature of the business assignment. These policies safeguard the Town and protect the employee from being assessed additional taxable income. Reimbursements for actual and necessary expenses made to staff shall be consistent with the provisions of this policy.

II. Applicability

All town employees are subject to this policy.

III. Effective Date

This policy shall remain in effect until revised or rescinded. The Town reserves the right to amend this policy.

II. Approval Process

- a) **Same Day Travel:** All employees interested in attending a professional development program that requires same day travel must seek authorization from their supervisor. In the supervisor’s absence, an employee may seek authorization from a department director or an assistant department director with notification then provided to the supervisor by the department director or assistant department director. No commitments for registration or travel shall be made until the travel has been approved by the supervisor, or the department director or assistant department director in the supervisor’s absence. A formal Professional Travel Request Form (attached) does not need to be completed for same day travel, regardless of cost.
- b) **Overnight Travel:** All employees interested in attending a professional development program that requires overnight travel must seek authorization from their supervisor, department director, and the Town Manager or her/his designee, in that order. Employees must use the Professional Travel Request Form. No commitments for registration, travel, lodging, or other expenses shall be made until the travel authorization has been approved by the Town Manager or her/his designee. When costs are incurred for the travel, the authorization form should be submitted to Finance with the payment voucher. When costs are not incurred for travel, the completed authorization form should be submitted to the

department's leave administrator and maintained as part of an employee's leave record.

III. Types of Travel Expenses

Permissible travel costs may include registration fees, transportation (airfare, train fares, public transit fares, parking fees, tolls, taxi fares, rental car fees, mileage), lodging, meals and gratuities, and other reasonable incidentals. Expenses that are characterized as personal in nature are not eligible for reimbursement by the Town.

See Appendix A for a full list of permissible travel costs.

IV. Payment for Travel Expenses and Reimbursement Process

All reimbursement requests will be considered within the context of authorized budgets for travel, conference fees, mileage reimbursement, and professional development. Employees shall obtain itemized original receipts for all travel expenses eligible for reimbursement, exclusive of mileage reimbursement.

- a) **Payment for Travel Expenses:** When possible, eligible travel expenses associated with approved professional development programs should be paid directly to the vendor through the accounts payable process. Since the Town is a tax-exempt entity, payments should not include taxes. If the vendor/business requires proof of the Town's tax-exempt status, tax-exempt certificates may be obtained by contacting the Finance Department.
- b) **Expenses Requiring Reimbursement:** When an employee pays for permissible travel expenses with personal funds, he/she will be eligible for reimbursement pending approval of their department director or the Town Manager or her/his designee, whichever is applicable. Itemized original receipts and the employee reimbursement form must be submitted to the department director or the Town Manager or his/her designee, whichever is applicable, for approval for payment. Once authorized by the department director or Town Manager or her/his designee, the employee reimbursement form must be submitted to the Finance Department within thirty (30) days from the date of the travel. All travel reimbursements, regardless of dollar value, will be processed through accounts payable.

V. Business Leave Payroll Coding

- a) **Full Travel Days:** Employees should code their timesheet for their normal number of scheduled hours during the travel. For example, an employee with a 35-hour work week is scheduled for two full days of travel from Monday-Tuesday. He/she should record 7 hours of business leave on the timesheet for both Monday and Tuesday. If travel time and the seminar/workshop/training hours exceed an employee's regularly scheduled hours for the day, hourly (non-exempt) employees should record the excess time as time worked while salaried (exempt) employees may opt to record the excess time as time worked. An employee's ordinary commute time to and from work should not be factored in and documented as time worked.

Documentation may be requested by a supervisor, department director, assistant department director, or the Town Manager's Office to verify travel times; examples may include

providing documentation from web based sources such as Google Maps or Mapquest to authenticate both the length and duration of the trip.

- b) Partial Travel Days:** When a seminar/workshop/training session is not a full scheduled work day, employees should document the business leave only for the actual hours of the seminar/workshop/training session (excluding meal breaks) and travel time. For example, an employee with a 35-hour work week is scheduled to attend a training session from 9am-noon on a Monday. Travel time is one hour each way. In this instance, it would be appropriate for the employee to record 5 hours of business leave, with the expectation that the employee would return to work and complete the rest of their scheduled shift (2 hours). An employee's ordinary commute time to or from work should not be factored in and documented as time worked.

Documentation may be requested by a supervisor, department director, assistant department director, or the Town Manager's Office to verify travel times; examples may include providing documentation from web based sources such as Google Maps or Mapquest to authenticate both the length and duration of the trip.

VI. Exceptions

Exceptions to these travel and expense guidelines may only be authorized by the Town Manager or her/his designee when the circumstances warrant. Any such exception to these travel and expense guidelines should be documented.

Appendix A Permissible Travel Costs

Registration Fees: Registration fees associated with attending approved professional development programs are permissible. Registration fees that are inclusive of meals and course materials are acceptable.

Transportation: Permissible transportation expenses include airfare, train fares, public transit fares, parking fees, tolls, taxi fares, rental car fees, and mileage for travel associated with attendance to approved professional development programs. The most economical mode of transit and direct and practical route should be selected. Employees that use their personal vehicle may submit for mileage reimbursement with the Employee Reimbursement Form.

Lodging: For overnight travel, lodging accommodations in reasonable and economically priced rooms is permissible. Employees should inquire about government and/or conference rates at the time of making reservations. Miscellaneous personal expenses associated with lodging such as room service, fees associated with re-stocking in-room refrigerators, and fees associated with access to fitness facilities are not permissible for reimbursement by the Town. Hotels may require evidence of the Town's tax-exempt status; employees should bring a copy of the Town's tax-exempt certificate with them to the hotel, or provide the certificate to the hotel in advance of the stay. The tax-exempt certificate can be obtained by contacting the Finance Department. Expenses for Non-Urban and Non-Resort lodging should not exceed \$200 per night. Expenses for Urban and Resort lodging options should not exceed \$325 per night.

Meals: For trips requiring overnight stays, breakfast, lunch and dinner meals, including tips, are permissible. Expenses should not exceed \$75 per day for trips that require overnight stays. Alcohol purchases or meals for non-Town employees are not permissible for reimbursement by the Town. For same day travel, if meals are not included in the registration fee, meals are not considered a permissible expense.

Incidentals: Incidentals deemed to be reasonable and legitimate to the business travel may be considered permissible by the employee's department director or the Town Manager, whichever is applicable. One such example is a Wi-Fi fee should an employee need to connect remotely into work and a business center is not available at the employee's hotel.

Personal Expenses: Travel expenses deemed to be personal in nature will *not* be reimbursable by the Town. While not an all-inclusive list, examples of personal expenses include: entertainment; athletic events; books/periodicals for personal reading; fitness facility fees; damage to luggage; fines; room service; alcohol; travel costs for non-Town employees.

**TOWN OF SIMSBURY
PROFESSIONAL TRAVEL REQUEST**

Employee Name: _____

Date of Request: _____ **Date of Travel:** _____

Location of Event: _____

Name of Event: _____

Purpose of Travel (Attach Event's Program to this Request):

Estimated Expenses:

Registration Fees	\$ _____	Lodging Fees	\$ _____
Transportation Fees	\$ _____	Meals	\$ _____
Other Fees	\$ _____		

TOTAL ESTIMATED FEES \$ _____

Employee Signature Date

Supervisor Signature Date

Department Director Signature Date

Town Manager Signature Date
(Only required for overnight travel)

Town of Simsbury Employee Reimbursement Form



Employee Name: _____
 Department: _____
 Date: _____

*****Submit with original, itemized receipts only**

Purchase Reimbursements

Date	Description of Items Purchased	Account Number	Amount
		Total Reimbursement	-

Mileage Reimbursements

Date	Mileage To/From	Account Number	Miles
		Total Miles	-
		IRS Reimbursement Rate	0.545
		Total Reimbursement	-

Employee Signature: _____

Approval Signature: _____



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

- Title of Submission:** Proposed FY 18/19 General Wage Increase for Unaffiliated Positions
- Date of Board Meeting:** October 10, 2018
- Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
- Action Requested of the Board of Selectmen:**

If the Board of Selectmen supports the proposed general wage increase for staff in unaffiliated positions, the following motions are in order:

Move effective, October 10, 2018 to approve a 2.25% general wage increase for unaffiliated staff in a non-probationary status retroactive to July 1, 2018 and that the salary ranges for those classifications be adjusted accordingly.

Move effective, October 10, 2018 to approve a 2.25% general wage increase for unaffiliated staff in a probationary status upon successful completion of their probationary period and that the salary ranges for those classifications be adjusted accordingly.

- Summary of Submission:**
Section 903 of the Town Charter states that "the salaries, wages, or other compensation of all officers and all employees of the Town...shall be determined by the Board of Selectmen." The Town negotiates wage increases for its union employees during the collective bargaining process. My understanding is that recommended changes in compensation and/or benefits for unaffiliated positions have been brought to the Personnel Subcommittee, then to the full Board of Selectmen for consideration.

At their September 27, 2018 meeting the Personnel Subcommittee reviewed and endorsed a 2.25% general wage increase for unaffiliated positions. The Personnel Subcommittee and I recommend that a 2.25% GWI be retroactive to July 1, 2018 for non-union employees who are not in a probationary period. Since we have four non-union department heads in a probationary period, we also recommend that a GWI not be awarded to those staff members until the employees successfully complete the probationary period, and then be prospective moving forward.

I am not recommending any other changes in compensation or benefits for non-union staff at this time.

The attached spreadsheet shows the current rates of our unaffiliated positions, as well as their salary ranges. The 2.25% column to the right of the current wages column shows

how the ranges and rates would change with the proposed increase. It should be noted that the Outreach Worker position is part-time and paid at an hourly rate, and the Social Worker position is a newly created position so the salary range shows no change because of that.

Internal Comparison

The proposed 2.25% general wage increase falls within the range of negotiated increases for our union employees. Our 3 CSEA unions received a 1.75% increase at the beginning of FY 18/19; CSEA took a lower general wage increase in exchange for a higher contribution to their Health Savings Accounts (HSA's) while employees with the HMO plan are paying an additional half percent of the overall cost of the premium. AFSCME received a 2% increase. Our Dispatchers union received a 4% increase in order to correct a significant lag behind dispatchers in comparable communities and make their salary range more competitive with the external market for comparable positions.

External Comparison

CCM data from September 2018 indicates that the FY 18/19 state-wide general wage increase average for negotiated contract settlements is 2.28%. The current sample size for that data is 95 settlements.

6. Financial Impact:

The estimated impact of the general wage increase is \$25,423, or \$27,366 when payroll taxes are factored in. \$26,900 was budgeted in contingency for a non-union general wage increase; this proposal (with payroll taxes factored in) would be \$466 over budget.

7. Description of Documents Included with Submission:

a) Unaffiliated Salary Chart (Affected Classifications)

Position	Current - FY 17/18			Proposed 2.25% Increase - FY 18/19		
	Minimum	Maximum	Current	Minimum	Maximum	After Increase
Director of Culture, Parks and Recreation	70,000	115,000	112,500	71,575	117,588	115,031
Town Engineer	80,000	120,000	113,688	81,800	122,700	116,246
Director of Public Works	80,000	128,040	128,040	81,800	130,921	130,921
Director of Planning and Community Development	75,000	120,000	112,500	76,688	122,700	115,031
Director of Finance	80,000	134,900	134,900	81,800	137,935	137,935
Library Director	70,000	108,206	108,206	71,575	110,641	110,641
Chief of Police	80,000	134,900	134,900	81,800	137,935	137,935
Deputy Town Manager	95,000	130,000	106,900	97,138	132,925	109,305
Executive Assistant	50,000	70,000	69,676	51,125	71,575	71,244
Employee Benefits & Human Resources Coordinator	55,000	75,000	74,649	56,238	76,688	76,329
Outreach Worker	No Min.	18.66/hr	33,961	No Min.	19.08	34,725
Social Worker	45,000	70,000	-----	No change		



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Town Manager Performance Review Process and Instrument
2. **Date of Board Meeting:** October 10, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
No formal action is required at the moment. This item is meant to gauge the comfort level of the Board of Selectmen with the timeline and instrument planned for use during the Town Manager's performance review.
5. **Summary of Submission:**
At their September 27, 2018 meeting the Personnel Subcommittee reviewed and discussed the proposed performance review instrument and performance review process. The draft performance review instrument is attached.

Below is a proposed timeline for a mid-point review:

<u>Task</u>	<u>Date</u>
Town Manager completes self-review	By October 31 st
Board Members complete survey review online via Survey Monkey	11/1 - 11/13/18
Board of Selectmen meet and review consolidated review to discuss performance review	11/14/18
Board of Selectmen meet in Executive Session at the Conclusion of a Selectmen meeting to conduct performance review with Town Manager	11/26/18

6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Proposed Performance Review Instrument - FORTHCOMING
 - b) Status Report on Town Manager's Goals

Simsbury Town Manager Performance Review

Update: 10/9/2018

Purpose of Document	This document: <ol style="list-style-type: none">1. Outlines the process for conducting the annual review of the Town Manager2. Contains the review document
Structure to Review	The Town Manager will be evaluated in three areas: <ol style="list-style-type: none">1. Performance related to six identified attributes2. Performance in each of four goal categories3. An overall performance rating
Process	The process for the review is: <ol style="list-style-type: none">1. Town Manager goals are established at the start of each fiscal year in June.2. Prior to review the Town Manager completes a self-review.3. Each Selectperson inputs their feedback into an online application (such as Survey Monkey).4. A consolidated document is developed. For each category being reviewed:<ol style="list-style-type: none">a. Dots will be used to show the rankings from each Selectpersonb. All comments will be presentedThe rankings and comments will not be identified by the author5. The Board of Selectpersons will meet to review the document6. The Board of Selectpersons will meet with the Town Manager to review their performance



Schedule 2018	The timeline for the 2018 Review will be:		
	Step	Date	Action
	1	September 27	Town Manager submitted update on progress towards goals
	2	October 31st	Town Manager completes self-review
	3	November 1 st – November 11 th	Board Members complete online review
	4	November 14 th	Board of Selectpersons meet and review consolidated review
	5	November 26	Board of Selectpersons meets with Town Manager for Mid-Year Review
6	June 2019	Full Year Review is completed using same process	
Schedule 2019 and Beyond	The same schedule will be used in future years but the November review will not be a full review as is being conducted in November of 2018.		
Process Owner	The First Selectperson is responsible for the management of this process. They will work with the Personnel Subcommittee.		



Simsbury Town Manager Performance Review

Rating	Definition
Outstanding	Superior performance in all skill sets of this category
Above Expectations	Stronger than baseline expected performance in category
Meets Expectations	Employee routinely completes the primary duties and responsibilities of the position and performance meets expectations
Below Expectations	One or more skill sets in this competency needs to be improved.
Needs Improvement/Development	Employee failed to meet/or correct deficiencies and did not improve in areas previously noted in a performance improvement plan.

Attribute Review

#	Attribute Factor	Rating					Comments <i>Strengths, Areas of Development, Areas of Future Focus</i>
		Outstanding	Above Expectations	Meets Expectations	Below Expectations	Needs Improvement or Development	
1	Financial Management <ul style="list-style-type: none"> Develops annual operating and capital budgets based on the Town's needs and available resources. Prepares annual operating and capital budgets that are responsive to the Board of Selectmen's goals and priorities. Develops annual operating and capital budgets that provide services at a level directed by the Board of Selectmen. Appropriately monitors and manages fiscal activities of the organization. Effectively administers the annual operating and capital budgets. Considers financial impact before decisions are made. 						
2	Organizational Management and Leadership <ul style="list-style-type: none"> Effectively oversees and manages the daily operations of the organization. Makes difficult decisions when required and accepts responsibility for those decisions. Selects, leads, directs and develops staff effectively. Creates a culture that promotes innovation, excellence in public service, and accountability. Sets a professional example by handling town matters ethically, with integrity, fairly, and impartially. Fosters team environment. Instills a collaborative approach to providing services and finding solutions to problems. 						
3	Professional Development <ul style="list-style-type: none"> Values and supports personal and professional development of self and others. Creates a culture of professional development through all levels of the organization. Uses training and job assignments to facilitate learning. Provides constructive performance feedback through coaching and regular performance reviews. Regularly meets with department heads. 						

Simsbury Town Manager Performance Review

Rating	Definition
Outstanding	Superior performance in all skill sets of this category
Above Expectations	Stronger than baseline expected performance in category
Meets Expectations	Employee routinely completes the primary duties and responsibilities of the position and performance meets expectations
Below Expectations	One or more skill sets in this competency needs to be improved.
Needs Improvement/Development	Employee failed to meet/or correct deficiencies and did not improve in areas previously noted in a performance improvement plan.

#	Attribute Factor	Rating					Comments <i>Strengths, Areas of Development, Areas of Future Focus</i>
		Outstanding	Above Expectations	Meets Expectations	Below Expectations	Needs Improvement or Development	
4	Implementation of Board of Selectmen Policies, Initiatives, and Goals <ul style="list-style-type: none"> Is accessible and responsive to elected officials. Determines the feasibility of expected outcomes of policy options, initiatives, and goals. Articulates fiscal, administrative, legal, ethical, and other implications of policy options, initiatives, and goals. Develops a plan to implement policies, initiatives, and goals. Monitors and evaluates programs and services to ensure effectiveness, efficiency, quality, and responsiveness. Supports the action of the governing body after a decision has been reached, both inside and outside the organization. Establishes organizational priorities based on Board of Selectmen policies, initiatives, and goals. Makes reasonable progress towards established Town Manager Goals. 						
5	Communications <ul style="list-style-type: none"> Maintains effective and timely communications, both verbal and written, with the Board of Selectmen. Assists by facilitating decision making alongside the policy authority of the Board of Selectmen. Establishes and maintains effective working relationships with community partners and stakeholders. Demonstrates a customer service oriented approach when interacting with residents. Demonstrates an attitude of helpfulness, respect, sensitivity. Listens to concerns of staff, Selectmen, and the public. Responds appropriately. 						
6	Economic Development <ul style="list-style-type: none"> Develops strategies, activities, and procedures that result in attracting and retaining businesses that contribute to the expansion of the grand list in a manner consistent with the community's vision for growth. Maintain town's infrastructure in good condition to support business growth and attract new development. Supports programs and services that enhance the quality of life of residents, making Simsbury and attractive place to live, work, play. Supports economic development activities with innovative and forward thinking ideas. 						

Simsbury Town Manager Performance Review

Rating	Definition
Outstanding	Superior performance in all skill sets of this category
Above Expectations	Stronger than baseline expected performance in category
Meets Expectations	Employee routinely completes the primary duties and responsibilities of the position and performance meets expectations
Below Expectations	One or more skill sets in this competency needs to be improved.
Needs Improvement/Development	Employee failed to meet/or correct deficiencies and did not improve in areas previously noted in a performance improvement plan.

Goal Review

#	Category	Priority	Goal	Rating					Comments
				Outstanding	Above Expectations	Meets Expectations	Below Expectations	Needs Improvement or Development	
1	Human Resources and Labor Relations	High	Conduct leadership team recruitments. Successfully onboard and orient new team members. <ul style="list-style-type: none"> Police Chief Finance Director/Treasurer Director of Culture, Parks, Rec 						
		High	Begin negotiations for successor collective bargaining agreement with IBPO (police) (spring 2018). Begin negotiations for successor collective bargaining agreements with AFSCME (parks and public works), dispatchers, and all 3 unions representing CSEA (spring 2019)						
		Medium	Conduct first annual leadership retreat						
		Low	Draft and implement a professional travel policy						
		Low	Revise the inclement weather policy						
2	Economic Development	High	Support the work of the Board of Selectmen economic development work group.						
		High	Assist in the preparation and development of the Economic Development Commission as required by Charter						
		High	Coordinate and assist in preparation of economic development strategic plan or other study/technical assistance (pending availability of funds)						
		Medium	Complete the building permit fee analysis						
		Medium	Conduct visitations and outreach with the business community						
		Medium	Assist special villages with initiatives related to special events, infrastructure improvements, and economic development						

Simsbury Town Manager Performance Review

Rating	Definition
Outstanding	Superior performance in all skill sets of this category
Above Expectations	Stronger than baseline expected performance in category
Meets Expectations	Employee routinely completes the primary duties and responsibilities of the position and performance meets expectations
Below Expectations	One or more skill sets in this competency needs to be improved.
Needs Improvement/Development	Employee failed to meet/or correct deficiencies and did not improve in areas previously noted in a performance improvement plan.

Goal Review

#	Category	Priority	Goal	Rating					Comments
				Outstanding	Above Expectations	Meets Expectations	Below Expectations	Needs Improvement or Development	
3	Financial Management	High	Prepare and submit FY 18/19 and FY 19/20 operating and capital budgets in accordance with Carter timeline requirements						
		High	Complete analysis of ambulance service delivery costs						
		Medium	Develop a grant application form and process for outside agencies requesting funding from the town.						
		Medium	Assist in developing a capital asset policy						
		Medium	Assist in developing a revised capital and CNR policy						
		Medium	Assist in the development of a Purchasing Ordinance						
		Low	Implement changes to Annual Report. Complete FY 16/17 and 17/18 Annual Reports utilizing new format and content.						
		Low	Update budget document to reflect GFOA recommended best practices for budget document presentation.						
		Low	Assist Board of Selectmen in the development of a policy and procedures for tax sales.						
		Low	Conduct a cost recovery and community use analysis of the Parks and Recreation Department.						
		Low	Conduct an analysis of contractor fees for Parks and Recreations Department.						

Simsbury Town Manager Performance Review

Rating	Definition
Outstanding	Superior performance in all skill sets of this category
Above Expectations	Stronger than baseline expected performance in category
Meets Expectations	Employee routinely completes the primary duties and responsibilities of the position and performance meets expectations
Below Expectations	One or more skill sets in this competency needs to be improved.
Needs Improvement/Development	Employee failed to meet/or correct deficiencies and did not improve in areas previously noted in a performance improvement plan.

Goal Review

#	Category	Priority	Goal	Rating					Comments
				Outstanding	Above Expectations	Meets Expectations	Below Expectations	Needs Improvement or Development	
4	Special Projects	High	Complete settlement negotiations with Deepwater Wind and implement monitoring procedures.						
		High	Issue RFQ for parks and open space master plan. Initiate the project.						
		Medium	Issue a RFQ for the public safety radio system feasibility study. Initiate the study.						
		Medium	Issue a RFQ for labor counsel.						
		Medium	Issue a RFQ for employee benefits consultant (if BOE is in support of).						
		Medium	Conduct FOIA training for staff, boards, committees, and commissions. Develop a FOIA form, centralized process for handling requests, and a "nuts and bolts" brochure for committees.						
		Low	Support the work of the Board of Selectmen Water Shortage Ordinance work group.						
		Low	Develop and implement storm water management ordinance. (MS4)						
		Low	Develop and distribute a monthly newsletter promoting town governmental activities, news, and notes.						
		Low	Research options for expanding our senior transportation network.						
Low	Develop and implement a policy for banners along Hopmeadow Street								

Town Manager Performance Review

Rating	Definition
Outstanding	Superior performance in all skill sets of this category
Above Expectations	Stronger than baseline expected performance in category
Meets Expectations	Employee routinely completes the primary duties and responsibilities of the position and performance meets expectations
Below Expectations	One or more skill sets in this competency needs to be improved.
Needs Improvement/Development	Employee failed to meet/or correct deficiencies and did not improve in areas previously noted in a performance improvement plan.

Overall Summary

Rating					Summary Comments
Outstanding	Above Expectations	Meets Expectations	Below Expectations	Needs Improvement or Development	<i>Strengths, Areas of Development, Areas of Future Focus</i>





Town of Simsbury

Town Manager Goals, February 2018 – June 2019

Adopted May 14, 2018 by Board of Selectmen

Progress Report as of 9/27/18

Priority *Goal*
Medium Develop a town-wide strategic plan, with a focus on a community visioning process (pending availability of funds)
Update: No funds appropriated. No action yet.

Human Resources/Labor Relations

Priority *Goal*
High Conduct leadership team recruitments. Successfully onboard and orient new team members.
 o Police Chief
 o Finance Director/Treasurer
 o Director of Culture, Parks, and Recreation
Update: All of the above recruitments have been completed, in addition to a fourth for the Director of Planning and Development. All employees have been onboarded and are being oriented to the organization and/or new position. Three of the four team members have been assigned peer mentors.

High Begin negotiations for successor collective bargaining agreement with IBPO (police) (spring 2018). Begin negotiations for successor collective bargaining agreements with AFSCME (parks and public works), dispatchers, and all 3 unions represented by CSEA (spring 2019).
Update: Currently negotiating for a successor CBA and pension CBA with the police union. Management is scheduled to begin preparing for negotiations with all other groups in November, with negotiations anticipated to begin in spring 2019.

Medium Conduct first annual leadership retreat.
Update: Received proposals from two consultants that have done municipal leadership development work. We are working with the selected vendor to finalize the agreement for services. Anticipated retreat dates are November 29 and 30. Focus will be on the DISC assessment (leadership, collaboration, communication styles and awareness), change management (capability for, making change collaborative), and a facilitated session to identify and discuss team strengths and areas for improvement.

Low Draft and implement a professional travel policy.
Update: A draft policy has been reviewed by the leadership team, union leadership, and the Personnel Sub-Committee. A draft policy is being presented to the Board of Selectmen at your October 10th meeting.



Town of Simsbury

Low Revise the inclement weather policy.
Update: No action yet.

Economic Development

Priority Goal

High Support the work of the Board of Selectmen economic development work group.
Update: We are supporting the work of the Economic Development work group with tasks such as agenda and packet preparation, meeting coordination, coordination of recruitment for EDC applicants, and coordination of the CERC workshop.

High Assist in the preparation and development of the Economic Development Commission Ordinance as required by Charter.
Update: Assisted in the preparation and development of the Ordinance, which was adopted on August 13, 2018. Also assisted in the preparation and development of the policy resolution governing EDC membership composition.

High Coordinate and assist in preparation of economic development strategic plan or other study/technical assistance (pending availability of funds).
Update: Strategic planning funds were not approved for economic development. However, staff met with CERC and received a proposal regarding various economic development technical services should the town decide to proceed with those services.

Medium Complete the building permit fee analysis.
Update: The benchmarking and analysis has been completed and a summary is in draft form.

Medium Conduct visitations and outreach with the business community.
Update: The Town Manager, Planning and Development Director, and Main Street Partnership Executive Director have been conducting visitations with the business and development communities. Those meetings are not only an opportunity to meet our local stakeholders, but to learn what they perceive to be “going well” and what is “not going well” in regards to doing business in town.

Medium Assist special villages with initiatives related to special events, infrastructure improvements, and economic development.
Update:

- *Tariffville Farmer’s Market* – Through the public gathering permit process provided a location for the Market to be held at no cost to the event organizers.
- *Tariffville-Bloomfield and Tariffville-Curtiss Park bike paths* - The design for the Bloomfield to Tariffville Multi-Use Trail project is currently 90%



Town of Simsbury

complete and the Simsbury local wetland permit for the project has been secured. The project plans will now need to be reviewed by DOT and CROG and finalized for bidding. The project is anticipated to be advertised for bids in the spring of 2019 with construction commencing in the summer of 2019. This construction schedule is subject to sufficient funding availability from both towns participating in the project. The Multi-Use Trail (Route 10) to Curtiss and Pattison Parks project is currently in the preliminary design phase with recent work completed on base mapping, wetlands and species investigations and a site visit with DOT to discuss an appropriate alignment for the trail. This project will require extensive permitting with state and federal agencies once a preliminary design is developed for the project. This permitting effort is anticipated to be initiated in the fall of 2018 with design and permitting phase continuing into 2019. A firm schedule for the construction of this project has not been established at the present time.

- *Historic District Handbook* – The Historic District Handbook has not been updated since 1986. The handbook provides design guidelines for the district. A draft RFQ for technical services related to the project is prepared. I anticipate that the RFQ will be released this fall.
- *Betty Hudson Park* - This project is currently in the semi-final design phase. Local, state and federal permits for the project will be submitted for approval in the fall of 2018. Final design for the project will be completed in early 2019 with construction anticipated to begin in the summer of 2019. This construction schedule is subject to sufficient funding availability to complete the initial phase of the project.
- *Citizen initiated projects* – Two citizen initiated projects are underway: Gifts of Love barn renovation and Trail 10K. Staff is assisting with preparation and development of the proposals which will be brought to the Board of Selectmen for consideration. An initial presentation on the Gifts of Love project is scheduled for your October 10th meeting.

Financial Management

<i>Priority</i>	<i>Goal</i>
High	Prepare and submit FY 18/19 and FY 19/20 operating and capital budgets in accordance with Charter timeline requirements. Update: The FY 18/19 operating and capital budgets were prepared and submitted in accordance with Charter requirements.
High	Complete analysis of ambulance service delivery and costs. Update: This item is on hold and may not be needed. The Ambulance Association has communicated to town officials on at least three occasions that



Town of Simsbury

they do not plan to seek operating or capital budget support from the Town during the upcoming budget process.

- Medium Develop a grant application form and process for outside agencies requesting funding from the town.
Update: Social Services developed an application that was piloted with social services related outside agencies during the FY 18/19 budget process.
- Medium Assist in developing a capital asset policy.
Update: A capital asset policy was developed and presented to the Board of Finance. The policy was adopted on June 20, 2018.
- Medium Assist in developing a revised capital and CNR policy.
Update: No action yet.
- Medium Assist in the development of a revised Purchasing Ordinance.
Update: A draft Purchasing Ordinance and Purchasing Policy have been prepared and reviewed by the leadership team, Board of Finance, and legal counsel. A work group of the Board of Selectmen has been established to further vet the ordinance and policy.
- Low Implement changes to Annual Report. Complete FY 16/17 and 17/18 Annual Reports utilizing new format and content.
Update: The FY 16/17 Annual Report was completed using the new format and content. Preparation of the FY 17/18 Annual Report is underway.
- Low Update the budget document to reflect GFOA recommended best practices for budget document presentation.
Update: No action yet.
- Low Assist Board of Selectmen in the development of a policy and procedures for tax sales.
Update: A Tax Sale Policy was developed and presented to the Board of Selectmen. The policy was adopted on July 9, 2018. Legal counsel has been appointed. Staff and counsel are meeting in mid-October to begin preparations for a tax sale in 2019.
- Low Conduct a cost recovery and community use analysis of the Parks and Recreation Department.
Update: As we are working on year-end close, and the two key staff members are new (Finance and C, P, and R Directors), this project is in its beginning stages. Based on preliminary year-end results, the Recreation Fund has finished in a deficit position. Analysis of the last decade shows that the Fund regularly finishes in a deficit position. We are working to understand the challenges facing the



Town of Simsbury

Fund, as well as measures to take moving forward to reverse the trend of operating in a deficit position. Key components to this analysis will include understanding the larger community use of the department as a whole, General Fund contributions to that community use, and whether or not recreation program users are subsidizing the community use of the Department and its services.

Low Conduct an analysis of contractor fees for the Parks and Recreation Department.
Update: No action yet.

Special Projects

Priority Goal

High Complete settlement negotiations with Deepwater Wind and implement monitoring procedures.

Update: On September 12th the BOS authorized me to execute the DWW agreements, pending final review from our counsel. Counsel is finalizing the items needed in order for me to execute the agreements.

High Issue a RFQ for the parks and open space master plan. Initiate the project.

Update: A draft RFQ has been prepared and reviewed with the Open Space Committee. The RFQ is being reviewed with the Culture, Parks and Recreation Commission this week. The RFQ is anticipated to be released in October.

Medium Issue a RFQ for the public safety radio system feasibility study. Initiate the study.

Update: The RFQ was issued and a vendor selected. Study is being initiated.

Medium Issue a RFQ for labor counsel.

Update: A draft RFQ has been prepared but not released.

Medium Issue a RFQ for employee benefits consultant (if BOE is in support of).

Update: The RFQ was issued and a vendor selected. The BOE was a participant in the process. We are working with the selected vendor to finalize the agreement for services.

Medium Conduct FOIA training for staff, boards, committees, and commissions. Develop a FOIA policy for the town, FOIA form, centralized process for handling requests, and a “nuts and bolts” brochure for committees.

Update: A FOIA training session, presented by Tom Hennick, Public Information Officer for the FOIC, is being held in Simsbury on October 29th. A draft policy, form and brochure are underway.

Low Support the work of the Board of Selectmen water shortage ordinance work group.

Update: A Water Shortage Ordinance was developed and presented to the Board of Selectmen. The Ordinance was adopted September 12, 2018.



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- Low Develop and implement storm water management ordinance (MS4).
Update: A Stormwater Management Ordinance was developed and presented to the Board of Selectmen. The Ordinance was adopted June 11, 2018.
- Low Develop and distribute a monthly newsletter promoting town governmental activities, news, and notes.
Update: Research on potential formats has been conducted.
- Low Research options for expanding our senior transportation network.
Update: No action yet.
- Complete Develop and implement a policy for banners along Hopmeadow Street.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Regina Pynn to the Board of Assessment Appeals
2. **Date of Board Meeting:** October 10, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria Capriola*

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the proposed recommendation of Ms. Pynn as an alternate member to the Board of Assessment Appeals the following motion is in order:

Move, effective October 10, 2018 to appoint Regina Pynn (D) as an alternate member to the Board of Assessment Appeals with a term expiring December 2, 2019.

5. **Summary of Submission:**
A new ordinance, Assessment Appeals Board, took effect April 22, 2016. Chapter 5-2 provides that, "The Board of Selectmen may, upon the request of the Simsbury Board of Assessment Appeals, appoint additional regular members to the Simsbury Board of Assessment Appeals to serve on the Board for any assessment year." Chapter 5-1 further provides that, "The Board of Selectmen may appoint an alternate for each member of the Board of Assessment Appeals. Each alternate member shall be an elector of the Town of Simsbury. When seated, an alternate member shall have all the powers and duties of a member of the Board of Assessment Appeals."

At your November 13, 2017 Board of Selectmen meeting, it was decided that temporary regular appointments and alternate appointments to the Board of Assessment Appeals would be vetted through the Personnel Sub-Committee. It was further discussed that two temporary regular members, with terms expiring September 30, 2018, two alternate members with terms expiring December 2, 2019, and one alternate member with a term expiring December 6, 2021 would be sought.

Ms. Pynn was serving as one of the temporary members and her term expired on September 30th. She has expressed interest in continuing to serve on the Board of Assessment Appeals as an alternate member. The Personnel Subcommittee reviewed and endorsed this recommendation at their September 27, 2018 meeting.

Two alternate vacancies will remain after Ms. Pynn's appointment.

6. **Financial Impact:**
None

7. Description of Documents Included with Submission:

- a) Resume of Regina Pynn

Regina K. Pynn

www.linkedin.com/in/rkpyynn

- CORE SKILLS** Program management for complex aerospace applications and additively manufactured components
Supplier management including ensuring compliance to technical requirements, tracking delivery progress
- EDUCATION** **Stevens Institute of Technology, Hoboken, NJ** 09/06-05/11
Master of Engineering in Systems Engineering **Concentration:** Space Systems
Bachelor of Engineering in Mechanical Engineering **Minor:** Law and Public Policy
- AWARDS** UTC Level 2 (2017), Level 1 Awards (2015) for project execution and focus on results
ASME National Leadership Conference- Outstanding Attendee Award (2012)
NJ Space Grant Consortium Academic Fellowship (2011), Space Grant recipient (2009, 2010)
- MAJOR WORK EXPERIENCE** **Hexcel (formerly Oxford Performance Materials)- South Windsor, CT** 06/17-Present
Additive Manufacturing Program Manager
◦ Owns program execution for all deliverables for Hexcel's Additive Manufacturing division
◦ Responsible for on-time-delivery, sales margins, resource planning, and key customer relationships
- United Technology Aerospace Systems (formerly Hamilton Sundstrand)- Windsor Locks, CT** 11/14-5/17
Lead Project Engineer for Electromechanical Actuator (S70 OPV development program)
◦ Managed new product development of EMA system for rotorcraft primary flight control
◦ Responsible for \$15 million budget including manpower forecasting and capital procurement
◦ Led multi-site, multidisciplinary team of 30 from requirements development through flight test program
- Project/Test Engineer for Fuel Metering Unit (PW800 PurePower engine program)** 06/11-11/14
◦ Assisted in schedule, and technical execution of a \$10 million jet engine fuel control development program
◦ Negotiated system requirements scope, change, and expectations with engine manufacturer
◦ Created and executed test plans to meet engine qualification by aviation authorities
◦ Troubleshoot hardware, test rig shortfalls and lead Root Cause Corrective Action (RCCA) investigations
- Co-Op: Orion Environmental Control System, Systems Engineering Group** 04/10-08/10
◦ Derived requirements for Orion's life support equipment from NASA program requirements
◦ Coordinated flow down of subsystem-specific technical requirements for design, manufacturing and testing
◦ Managed system modeling and analysis processes, including memo creation and team communication
◦ Developed and maintained models of subsystems to provide feedback and guidance to design decisions
- National Aeronautics and Space Administration (NASA)- Kennedy Space Center, FL**
Co-Op: Safety and Mission Assurance Directorate 08/09-12/09
◦ Led Center-wide OSHA compliance review, including team formation and direction, of fixed ladders
◦ Assessed risks involved in experimental procedures and made mitigation recommendations

United Technology Aerospace Systems (formerly Hamilton Sundstrand)- Windsor Locks CT

Co-Op: Space Systems, Advanced Technology Group

1/09-

5/09

- Served as lead test engineer for part of the review for NASA flight equivalent hardware (Sabatier)
- Conducted thermal engineering analysis and design for CO2 removal system

CREDENTIALS Engineer in Training (EIT), NASA Safety and Technical Excellence Program certified (STEP lv. 1), UTC ACE certified

OUTREACH Town of Simsbury Clean Energy Task Force: Commissioner (2017)
FRC FIRST Robotics: Co-Lead Mentor, Team 5686 (2015-2017)
Stevens Institute of Technology: Mechanical Engineering Department Advisory Board (2005-2016)
ASME: Hartford Chapter: Chair (2014), Dir. of Communications (2012-2013)
Macy's Thanksgiving Day Parade Volunteer: Balloon Inflation Team, Flight Team (2007-2016)



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Stephen McDonnell as a Hearing Officer
2. **Date of Board Meeting:** October 10, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capiola, Town Manager *Maria E. Capiola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the proposed recommendation of Mr. McDonnell as a Hearing Officer the following motion is in order:

Move, effective October 10, 2018, to appoint Stephen McDonnell (U) as a Hearing Officer with a term expiring December 2, 2019.

5. **Summary of Submission:**
The Hearing Officers are appointed by the Board of Selectmen pursuant to Chapter 158-9 and Chapter 123 of the Town Code. The Code states: "The Board of Selectmen shall appoint one or more citation Hearing Officers to conduct hearings."

Town code permits the Board of Selectmen to appoint one or more individuals to serve as citation hearing officers. On January 22, 2018, the Board of Selectmen appointed Robert Moran Esq. and Donald Kipetz as citation hearing officers. Attorney Moran and Mr. Kipetz's terms expire December 2, 2019.

My understanding is that at times we have had three people appointed as hearing officers. Staff believes it would be advantageous to have a third hearing officer appointed, adding to the depth of our bench and ensuring timely hearings will be held. I believe that Mr. McDonnell's expertise is particularly relevant to two new recently adopted ordinances: Stormwater Connection and Water Shortage. The Personnel Subcommittee reviewed and endorsed this recommendation at their September 27, 2018 meeting.

6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Resume of Stephen McDonnell
 - b) Memo Regarding Appointment Authority of Hearing Officers

STEPHEN R. MC DONNELL, P.E.

EDUCATION B.S. Civil Engineering, Norwich University, 1975
M.S. Civil Engineering, University of Connecticut, 1977
Continuing education in hydraulics, construction management, pavement design and management, business management, on-site wastewater disposal

REGISTRATION Professional Engineer - Connecticut

PROFESSIONAL EXPERIENCE Mr. McDonnell is Vice President and a principal of WMC and has been involved in a variety of civil and environmental engineering projects ranging from feasibility and planning studies to design and construction management. He has over 40 years of engineering experience.

Prior to the founding of Wengell, McDonnell & Costello (WMC), he has held positions with other consulting engineering firms from project engineer through vice president. His responsibilities have included complete technical and fiscal management of an engineering group involved with transportation, wastewater disposal, water supply, hydraulics and drainage, environmental studies and solid waste management projects.

Mr. McDonnell's responsibilities with WMC include client liaison, grants procurement, technical and fiscal management. Utilizing skills developed over a thirty-nine year career, he is responsible for transportation and environmental work with the firm including projects related to bridges, hydraulics and drainage, environmental studies, wastewater collection and treatment, water supply, dam inspections and designs, dredging feasibility, refuse disposal/recycling systems, composting and environmental permitting.

Mr. McDonnell has completed a wide variety of civil engineering projects including: complete hydrological and hydraulic studies and designs for stormwater collection systems, dams, spillways and bridges; wastewater disposal programs including on-site wastewater disposal systems analyses and designs, wastewater collection treatment and disposal systems planning, design and construction management; stormwater collection and treatment, water supply system planning design and construction management; environmental impact evaluations and studies, solid waste landfill design, transfer station planning and design, recycling program planning, and regional resource recovery system planning.

In addition to Mr. McDonnell's responsibilities with the firm, he is active in many professional associations. He has held several offices and is a past President and Director of the Connecticut Society of Civil Engineers Section of the American Society of Civil Engineers.

SOCIETIES American Society of Civil Engineers (ASCE)
Connecticut Society of Civil Engineers
Water and Environment Federation
New England Water Pollution Control Association
American Waterworks Association



STEPHEN R. MCDONNELL, P.E.

REPRESENTATIVE PROJECTS Inspection and recommendations for rehabilitation of 60 bridges as part of the ConnDOT Bridge Program including structural and hydraulic evaluations.

Engineer In Charge of design of 2 bridge improvements in Colebrook (Rt. 183) for ConnDOT.

Principal in charge of design of 25 bridges associated with the Federal Local Bridge Program.

Inspection and structure evaluation for rehabilitation of eleven bridges as part of Torrington's long term bridge improvement program. Inspection, testing and evaluation of rehabilitation of the Boston Neck Road Bridge in Suffield.

Principal in charge of survey, structure study, hydraulic evaluation, design and construction management of bridges in Norfolk (2 bridges), Harwinton (4 bridges), Winsted (3), Simsbury (2), Morris (2), Tolland (2), Torrington (2), Willington (2), Somers and Meriden (6) funded through the ConnDOT Grant Programs.

Principal in charge of design of intersection improvements in Bristol, River Road reconstruction in Farmington (STP Grant Program), South Main Street reconstruction in Plymouth (STP) and Waterbury Road in Bristol.

Survey, design and construction management for geometric, drainage and structural improvements associated with widening and realigning Country Club Road in Avon, Connecticut. (ConnDOT Urban Systems).

Preliminary engineering study of traffic, geotechnical, geometric and drainage system evaluation associated with the relocation of Old Farms and Thompson Roads in Avon, Connecticut. (ConnDOT Urban Systems).

Survey and design for drainage, structural and geometric improvements to Warren Avenue (Vernon), West Road (Marlborough), Nooks Hill Road (Cromwell), Burbank Road (Tolland) and Little City Road (Haddam).

Survey, design and construction management of approximately thirty-five miles of secondary roadways, representing over \$45 million in construction, as part of the City of Hartford Major Road Reconstruction Program.

Environmental analyses and hydrological/hydraulic studies of various structures under a program for the U.S. Army Corps of Engineers.

Hydrologic and hydraulic analyses for over twenty bridge replacements or rehabilitations for communities throughout Connecticut.

Computerized mapping of Simsbury including furnishing of the hardware/software (CADD work stations) and training for a town computer system to be ultimately utilized in a geographic information system (GIS). Similar services performed for the Town of Harwinton and the Litchfield Hills Council of Elected Officials (regional digitized mapping)

STEPHEN R. MC DONNELL, P.E.

REPRESENTATIVE
PROJECTS

Hydrological and hydraulic analysis of the Hampton Reservoir dam and spillway in Hampton including recommendations for new spillway sizing. Hydrological and hydraulic analysis of the Crystal Lake, Rugg Brook Reservoir and Highland Lake watersheds, dams and spillways in Winsted including recommendations for spillway replacement and rehabilitations.

Dam design projects performed for the DEEP including Moodus Reservoir, Bashan Lake, Industrial Monument, Lake Winchester, Massacoe Pond, Wood Creek Dam, Roraback Farms and Putnam Park and dams in Harwinton, Hartland and Putnam

Dam design for 5 dams associated with Connecticut Valley Hospital Water Supply system. One dam will be removed as part of the project.

Stormwater permitting and preparation of stormwater pollution prevention plans for over 15 municipal facilities including town garages, treatment plants and transfer stations.

Stormwater monitoring programs for 8 Connecticut municipalities including stormwater pollution prevention plans, sample collection and evaluation.

Environmental evaluations and groundwater monitoring programs for landfill closure plans for 8 Connecticut municipalities and the Connecticut Resources Recovery Authority.

DEEP permitting for numerous groundwater discharge wastewater disposal systems including implementation of groundwater monitoring programs.

Municipal waste transfer station design for Hartland, Morris, Norfolk, Tolland, Hebron, Marlborough, North Branford, Westbrook, Columbia, Southington and others.

Hydrologic, hydraulic and scour analyses for over 60 bridge projects in Salisbury (3), Morris (2 bridges), Harwinton (4), Tolland (2), Torrington (3), Winsted (4), Willington, Haddam (3) and other Connecticut Towns.

Environmental impact evaluation (FONSI) for the Connecticut Department of Public Works and Board of Higher Education for improvements at the UCONN Health Center.

Environmental impact evaluations for over twenty Connecticut communities as part of wastewater management planning studies funded through the DEEP/EPA.

Environmental evaluations and permitting (local, DEEP and Army Corps) for over 40 municipal bridge projects funded through the Federal Highway Administration and ConnDOT.

STEPHEN R. MC DONNELL, P.E.

REPRESENTATIVE
PROJECTS

Wastewater management master planning studies for Cornwall, Coventry, Suffield, Norfolk, Ashford, North Branford, Old Saybrook, Westbrook, Hebron, Tolland, Waterford, Morris, Harwinton, Brookfield, Ledyard and Southwick, MA, including evaluation of on-site disposal, septic system analyses, existing and proposed sewer systems, pumping station and treatment plant evaluations, I/I studies, alternatives evaluation and public presentations.

Design and construction management of over 40 miles of sanitary sewers in Winsted (8 miles), Burlington (4 miles), Cromwell (1 mile), Harwinton (4 miles), Morris (5 miles), Southwick (12 miles) and Simsbury (.5 miles).

Design of a 350 pump, innovative technology, low-pressure sewer system for the Highland Lake area of Winsted and a 175 pump system for Lake Congamond.

Existing sewer system evaluation studies including television inspections and physical surveys for analyses of infiltration and inflow for Norfolk, Berlin, Waterford, Bristol, New Hartford and East Windsor (over 100 miles of sewers).

Community Septic System design for a 6,000 gallon per day system in compliance with DEEP regulations for the Pomfret Community School, a septic system design for a 5,300 gallon per day system for a Town of Ashford Elderly Housing and Senior Center Project and a 40,000 gallon per day treatment and recycling system and leaching field for a shopping mall in Westbrook.

Design of community septic systems for condominium and cluster housing projects up to 15,000 gallons per day in size for private clients in Connecticut.

Design and construction management of DEEP approved sewage disposal systems for East Haddam Schools, Old Lyme High School, Joel Barlow High School, Westbrook High School, Salisbury School and others.

Sewage treatment plant and pump station evaluations for Norfolk, East Windsor and New Hartford. Pump station designs for Winsted (2), Cromwell (3), Southwick (6) and Ashford (2). Evaluation of solids dewatering systems for Stafford.

Design of membrane treatment systems (ZENON) for the Westbrook Factory Stores (40,000 gpd), Salisbury School, Old Lyme Schools, Hearth at Madison assisted living, Joel Barlow High School in Redding, Mallory Plaza in Barkhamsted.

Water supply system design and construction management for Winsted (10 miles to 16" diameter and Holyoke (16" mains).

Environmental evaluations for projects including UCONN Health Center Parking Facility for the Connecticut DPW, sewer projects and roadway/bridge projects.

Regional septage disposal study for the Torrington area including treatment plant evaluations, septage lagoon investigations and transportation analyses.

STEPHEN R. MC DONNELL

REPRESENTATIVE PROJECTS	Townwide water supply system planning for Winsted, Southington, Simsbury, Kensington and Berlin.
	Water supply system pre-design, design and construction management for over 35,000 feet of water main replacement, house services replacements, water main insulation and booster stations in Winsted.
	Design and construction management of a program for water service renewals for Winsted.
	1.5 mg concrete water storage tank design, site design and transmission main design associated with a 6 mgd water treatment plant for Winsted.
	0.5 mg bolted steel water tank for the Salisbury School, a 300 student private school in Salisbury, CT
	Water supply system design and construction management for a community water supply system for Ashford, Connecticut including well field, pump house, storage system and distribution system.
	Water supply system planning, design of wells and transmission mains for Tolland.
	Design and construction management of 6,100 feet of 16 inch water main including 3 jacking operations under rail lines for Holyoke.
	Water tank inspection and preparation of painting specifications for a 1.5 mg tank in Winsted.
	Hydraulic analyses for many water and storm sewer projects for clients throughout Connecticut.
	Wastewater disposal pre-design planning studies for Old Saybrook, Westbrook, Hebron, Tolland, Waterford, Harwinton, Morris, New Hartford, East Windsor, Bristol, Brookfield and Ledyard, including complete evaluation of on-site disposal, septic system analyses, alternatives evaluation, public presentations and plan selection.
	Pre-design, design and construction management of sewer projects in Harwinton, Morris and Simsbury.
	Existing sewer system evaluation studies for illegal connections and analyses of infiltration and inflow problems for Berlin, Waterford, Bristol, New Hartford and East Windsor.
	Hydrogeological investigations and analyses for septage lagoons, community wastewater land treatment systems and individual on-site wastewater disposal systems including pollution renovation and hydraulic analyses in compliance with Connecticut DEP regulations.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Inter-Office Memorandum

Date: September 11, 2018

To: Maria Capriola MPA, Town Manager

From: Michael Glidden CFM CZEO, Interim Director of Planning

Re: Hearing Officers; Appointment Authority

The Hearing Officers are appointed by the Board of Selectmen pursuant to Chapter 158-9 and Chapter 123 of the Town Code. The Code states: *"The Board of Selectmen shall appoint one or more citation Hearing Officers to conduct hearings."*

Connecticut General Statutes Chapter 7-152c, permits the legislative body of a community to appoint individuals to serve as citation hearing officer. Citation hearing officers hear appeals from any individual who is issued a citation for violations of town ordinances/regulations under this chapter.

Hearings are held at the written request of individuals who receive citations for violations. The hearing officer is charged with reviewing documents and taking testimony as it relates to the case. Typically, the individual requesting the hearing and the enforcement officer present their cases to the citation hearing officer. The citation hearing officer then reviews all information presented at the hearing. After the hearing, the citation hearing officer will provide the parties with a written decision as it relates to the citations. The citation hearing officer can waive, reduce, or implement the citations which are subject of the appeal.

The citations hearing officers hear appeals in cases where individuals were issued citations for violations of the zoning regulations or blight ordinance. Typically, enforcement staff uses the issuance of citations for extreme situations. On average, enforcement staff has up to two cases which citation hearings are held per calendar year.

Current Hearing Officers

Town code permits the Board of Selectmen to appoint one or more individuals to serve as citation hearing officers. On January 22, 2018, the Board of Selectmen appointed Robert Moran Esq. and Donald Kipetz as citation hearing officers. Attorney Moran and Mr. Kipetz terms expire December 2, 2019.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointments to the Economic Development Commission
2. **Date of Board Meeting:** October 10, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Melissa Appleby, Deputy Town Manager
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the recommendation from the Economic Development Work Group regarding Economic Development Commission member appointments, the following motion is in order:

Move, effective October 10, 2018 to appoint the following people to the Economic Development Commission:

- *Robert Crowther (U), as a member with marketing and communications expertise, with a term expiring October 10, 2021*
- *Ron Jodice (R), as a member representing the development community, with a term expiring October 10, 2021*
- *Brooke Freeman (R), as a member representing the business community, with a term expiring October 10, 2021*
- *Peter Van Loon (D), as a member representing the business community, with a term expiring October 10, 2021*
- *William Freeman (R), as a member representing the business community, with a term expiring October 10, 2020*
- *Lori Feldman (D), as a member with marketing and communications expertise, with a term expiring October 10, 2020*
- *Caroline Meckel (D), as a member with tourism expertise, with a term expiring October 10, 2020*

5. **Summary of Submission:**
At its August 13, 2018 meeting, the Board of Selectmen adopted the Economic Development Commission Ordinance and Economic Development Commission Membership Policy Resolution. The Ordinance established Commission membership at seven voting members; members are appointed to three-year terms. The Ordinance specifies that at the time of establishment of the Commission, three members are to be appointed to two-year terms and four members are to be appointed to three-year terms. Thereafter, all terms will be for three years.

The Policy Resolution specifies the specific membership criteria for each of the seven members: one member representing the Simsbury development community, commercial or residential; three members representing the Simsbury business community; one member with land use or architectural expertise; one member with marketing, public relations, or communications expertise; one member with tourism expertise. The Resolution grants the Board the flexibility to appoint individuals that possess any of the desired skill sets to the Commission in the event that it is unsuccessful and identifying qualified individuals for one or more of the slots.

The Policy Resolution also established three ex-officio slots, in addition to the Town Manager as established by ordinance: one member of the Board of Selectmen (First Selectman Eric Wellman was previously appointed to this slot); one member of the Planning Commission; one member of the Zoning Commission. The Zoning Commission has identified Jackie Battos as its ex-officio member to the EDC. The Planning Commission has not yet identified a member to serve as its ex-officio member but is anticipated to do so on Tuesday evening.

The Economic Development Work Group received over 20 applications and interviewed 17 candidates over the course of five meetings. At its meeting on October 2, 2018, the Work Group identified seven individuals that it is recommending to the Board for appointment to the new Economic Development Commission:

- Robert Crowther (U), as a member with marketing and communications expertise
- Ron Jodice (R), as a member representing the development community
- Brooke Freeman (R), as a member representing the business community
- Peter Van Loon (D), as a member representing the business community
- William Freeman (R), as a member representing the business community
- Lori Feldman (D), as a member with marketing and communications expertise
- Caroline Meckel (D), as a member with tourism expertise

6. Financial Impact:

None

7. Description of Documents Included with Submission:

- a) Economic Development Commission Membership Policy Resolution
- b) Economic Development Commission Ordinance
- c) Memo from M. Glidden re: Zoning Commission Ex-Officio Appointment, dated October 4, 2018

Economic Development Commission Membership Policy Resolution

Move effective, August 13, 2018 to establish the desired skill sets and qualifications for the seven (7) Economic Development Commission membership slots as follows:

- (1) Member representing the Simsbury development community, commercial or residential
- (3) Members representing the Simsbury business community
- (1) Member with land use or architectural expertise
- (1) Member with marketing, public relations, or communications expertise
- (1) Member with tourism expertise

The intent of the Board is to fill the seven (7) membership slots with individuals possessing the identified skill sets and qualifications. If however, the Board is unsuccessful in identifying a qualified individual(s) to fulfill one or more of the membership slots, the Board of Selectmen may consider and appoint an individual(s) that possesses any of the desired skill sets identified above. No more than five (5) of the seven (7) members can be from the same political party.

Further move to establish three (3) Economic Development Commission ex-officio membership slots, in addition to the Town Manager as established by ordinance:

- (1) Member of the Board of Selectmen (liaison)
- (1) Member of the Planning Commission
- (1) Member of the Zoning Commission

The Board of Selectmen reserves the right to amend this resolution as necessary to modify membership qualifications for both regular and ex-officio members.

TOWN OF SIMSBURY
ECONOMIC DEVELOPMENT COMMISSION ORDINANCE
Adopted by the Board of Selectmen on August 13, 2018

Section ____. Establishment

Pursuant to the provisions of section 7-136 of the Connecticut General Statutes and Chapter VI, Section 609 of the Town Charter, the Board of Selectmen hereby creates, by ordinance, an Economic Development Commission. Pursuant to Section 609 of the Town Charter, the membership, terms, duties and responsibilities, not inconsistent with the Town Charter or state law are hereby established. Hereinafter, the Simsbury Economic Development Commission will be referred to as the "Commission."

Section ____. Purpose of Commission

The Commission shall serve as an advisory board to the Board of Selectmen. The purpose of the Commission shall be to promote and develop the economic resources of the Town and to advance the Town's economic development goals as defined by the Board of Selectmen. The Commission shall be empowered to conduct research into economic conditions and trends, and to collaborate with community organizations which promote economic development.

Section ____. Appointment of Members

a) **Voting Members.**

1. The Economic Development Commission shall consist of seven (7) voting members who shall be Electors of the Town as defined in the Charter and appointed by the Board of Selectmen. Each member shall be appointed to three year terms.

At the time of establishment of the Commission three (3) members shall be appointed to two (2) year terms and four (4) members shall be appointed to three (3) year terms. Thereafter, all terms shall be for three (3) years.

No member shall serve more than two full three-year terms, regardless of whether those terms are consecutive.

2. Any vacancy on said Commission shall be filled by appointment of an elector of the Town by the Board of Selectmen for the unexpired portion of the term. No member shall be appointed to fill a partial term caused by a vacancy on more than one occasion. A member may fill one partial term in addition to the two full three-year terms referenced above.
3. Member appointments are intended to be non-partisan and based on qualifications and experience as it relates to economic development. Member qualifications and experience may be further defined by a separate resolution of the Board of Selectmen.

Voting members shall not be elected officials of the Town, nor active full-time or part-time employees of the Town who work the minimum number of hours to be considered benefits-eligible.

- b) **Non-Voting Members.** The Town Manager shall be an ex-officio member of the Commission with full participation rights, but will not have the ability to vote on Commission matters. Other ex-officio members may be added by a separate resolution of the Board of Selectmen.

Section ____ . Organization

- a) **Chair and Vice Chair.** On or before the thirty-first day of October each year, the members of the Commission shall meet and elect from among the appointed members a Chair and Vice Chair.
- b) **Administrative Support.** The Town Manager's Office will provide administrative and technical support to the Commission. The Town Manager in his or her discretion may assign other staff persons as needed to provide administrative and technical support as needed.
- c) **Meeting Schedule.** Regular meeting schedules shall be established annually and filed in accordance with Connecticut General Statutes.
- d) **Quorum.** The presence of four (4) members of the Commission shall constitute a quorum to take action. No action shall become valid unless authorized by a vote of the majority of the total membership present and voting.

Section ____ . Reports

- a) On or before the thirty-first day of October each year, the Commission shall prepare and submit to the Board of Selectmen an annual report of its activities and, if applicable, recommendations for improving the economic condition and development of the Town. The Commission may be asked from time to time to present more frequent reports of its activities and to appear before the Board of Selectmen to report on those activities.
- b) The Board of Selectmen will provide direction and goals to the Commission on an annual basis on or before the thirtieth day of November each year.

Section ____ . Expenses

- a) **No Compensation, Reimbursement of Expenses.** Members of the Commission shall receive no compensation for their services. However, members shall be reimbursed for necessary expenses incurred in the performance of their official duties, when such funds are available in the Town's approved budget and authorized in advance by the Town Manager.

- b) **Commitment of Town Funds.** In the performance of its duties, the Commission shall not incur any expense, or obligate the Town to pay any expense, unless funds have been appropriated by the Town specifically for the use of the Commission and authorized in advance by the Town Manager.

Section ____ . Removal of Members

- a) **Removal for Cause.** Any member of the Commission may be removed by the Board of Selectmen, upon the recommendation of the Town Manager, for cause. Such member will be afforded an opportunity for a public meeting with the Board of Selectmen prior to a final decision being made regarding their status for removal. The purpose of the public meeting is to give the member an opportunity to be heard in person before the Board of Selectmen prior to a final decision being made.
- b) **Removal for Absences.** Any Commission member who is absent from more than fifty (50) percent of Commission meetings during any twelve (12) month period may be removed from the Commission, and the vacancy shall be filled by the Board of Selectmen. An exception may be granted by and at the discretion of the Town Manager due to a member’s illness or other exigent circumstances.

Section ____ . Invalidity

If any part, subsection, sentence, clause, phrase or other portion of this Chapter is, for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Effective Date: _____

Public Hearing: _____

Adopted: _____

Published: _____

Town Clerk Attest: _____



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Inter-Office Memorandum

Date: October 4, 2018

To: Maria Capriola MPA, Town Manager

From: Michael Glidden CFM CZEO, Director of Planning and Community Development

Re: Appointment of Ex-Officio Member to Economic Development Commission from Zoning Commission

Maria:

At the October 1, 2018 meeting of the Zoning Commission, Jackie Battos was appointed to serve as an ex-officio member to the new Economic Development Commission. Ms. Battos is a regular member of the Commission and looks forward to working with the new group.

My office will provide you contact information for Ms. Battos so that meeting notices and packet information can be shared with her in the future.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Resignation of Judy Sturgis from the Community for Care Committee
2. **Date of Board Meeting:** October 10, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Ericka L. Butler, Town Clerk
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
The following motion is in order:

Move to accept the resignation of Judy Sturgis as a Regular Member of the Community for Care Committee retroactive to September 26, 2018.
5. **Summary of Submission:**
The Town Clerk has received the resignation of Judy Sturgis (R) as a regular member of the Community for Care Committee. Ms. Sturgis's term was to expire on December 2, 2022.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Resignation Letter from Judy Sturgis, dated September 26, 2018

4 Erin's Way
Simsbury, CT 06070
September 26, 2018

Erica Butler, Town Clerk
Simsbury Town Hall
933 Hopmeadow St.
Simsbury, CT 06070

Dear Erica:

I find that I must resign from the Community for Care Committee due to other time-consuming commitments in my life.

The committee has made progress in addressing the mental health needs of the community, and I will continue to affirm and support its programs, although not on the committee.

Thank you,


Judy Sturgis





Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Resignation of William K. Mullen from the Culture, Parks & Recreation Commission

2. **Date of Board Meeting:** October 10, 2018

3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Ericka L. Butler, Town Clerk
Maria E. Capriola

4. **Action requested of the Board of Selectmen:**
The following motion is in order:

Move to accept the resignation of William K. Mullen as a Regular Member of the Culture, Parks & Rec Commission retroactive to September 27, 2018.

5. **Summary of Submission:**
The Town Clerk has received the resignation of William K. Mullen (D) as a Regular Member of the Culture, Parks & Rec Commission. Mr. Mullen's term was to expire on January 1, 2022.

6. **Financial Impact:**
None

7. **Description of Documents Included with Submission:**
a) Resignation Letter from William K. Mullen, dated September 27, 2018

September 27, 2018

David Bush, Chairman
Simsbury Culture, Parks and Recreation Commission



Dear David;

Let this letter serve as formal notice that I will be resigning my position on the Simsbury Culture, Parks and Recreation Commission effective November 1, 2018.

It has been a pleasure to serve with you and the other members of the commission for all these years and I wish you all the best in the future.

Respectfully,

William K. Mullen

A handwritten signature in blue ink, appearing to read "William K. Mullen", with a long horizontal flourish extending to the right.

CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 6:00 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Eric Wellman; Board members Sean Askham, Cheryl Cook, Michael Paine, Christopher Kelly, Chris Peterson, and Acting Town Manager Tom Roy. Town Manager Maria Capriola and Deputy Town Manager Melissa Appleby were absent. Others in attendance included Mike Glidden, Planning and Development Director; Kristen Formanek, Director of Community and Social Services, Amy Meriwether, Finance Director/Treasurer; Robin Newton, Code Compliance Officer; Sarah Nielson, Main Street Partnership and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC HEARING

a) Proposed Water Shortage Ordinance

Mr. Wellman opened the Public Hearing, which is set to receive public comment concerning a proposed ordinance called Water Shortage Ordinance.

Ms. Coe, 26 Whitcomb Drive, said the Board must be mindful of the consequences and neighbors should be here to help neighbors, not hurt them.

Mr. Kalechman, 781 Hopmeadow Street, spoke about the Constitution and infringement of Federal and State Statutes. He feels there are good people in this Town and they should be left alone.

Margery Winters, 111 Old Farms, said she supports the ordinance. She spoke about the environmental impact and about the severe drought Simsbury already went through. She commended everyone who worked on this proposed ordinance.

Ms. Cook made a motion to adjourn the Public Hearing at 6:12 p.m. Mr. Paine seconded the motion. All were in favor and the motion passed.

PUBLIC AUDIENCE

Ms. Coe spoke about drug and alcohol addiction and reviewing the policy of selling alcohol at Town events. She also spoke about marijuana, vaping, and jewelery. She also spoke about the September 7th Simsbury Meadows Festival and the fees for exhibitors.

Mr. Kalechman spoke about the marijuana factory and their relocation. He also spoke about obtaining grants to protect our schools from those who try to harm our children.

Sarah Nielson, Simsbury Main Street Partnership, spoke about economic development, which has been funded by Simsbury since 1996. She spoke about obtaining grants, marketing, publicity, fund raising, and advocacy for businesses and the residents, etc.

FIRST SELECTMAN’S REPORT

First Selectman Wellman, reviewed his First Selectman’s report.

TOWN MANAGER’S REPORT

Acting Town Manager Roy, reviewed the Town Manager’s report.

SELECTMEN ACTION

a) Proposed Water Shortage Ordinance

Mr. Kelly said he and Mr. Paine were appointed as a sub-committee to work on drafts of the Water Shortage Ordinance. He spoke about the catalyst and history of the ordinance. He said the Ordinance provides framework for the Town to be able to respond to possible water shortage issues.

Mr. Paine said they had Town staff, the Town Engineer, Town Planner, Tariffville Water Authority, etc. address specific issues and he felt they had a good process to come up with this proposed Ordinance.

Mr. Roy said the Town could put out information, if there is a drought, informing residents and businesses what they could do to conserve water.

Mr. Kelly made a motion, effective September 24, 2018, to adopt the proposed Water Shortage Ordinance as presented, which shall be effective 21 days after publication in a newspaper having circulation within the Town of Simsbury. Further move to authorize a summary of the adopted ordinance be published. Ms. Cook seconded the motion. Mr. Wellman, Mr. Kelly, Ms. Cook, and Mr. Peterson were in favor with Mr. Paine and Mr. Askham objecting. Therefore, the motion passed.

b) Local Prevention Council Grant

Mr. Wellman said the Community and Social Services Department applies for a local prevention council grant each year to provide funds for substance abuse prevention.

Mr. Formanek said the Department of Mental Health and Addiction Services grant is \$5,817.50, in which they purchase Narcan for the Police Department and will have two distinctive driving campaigns. The Department is also working on a presentation on SCTV on alcoholism.

Ms. Cook made a motion, to accept the FY 18/19 local prevention council grant should it be awarded to the Town, and to authorize Town Manager, Maria E. Capriola to execute all documents related to the grant award. Mr. Askham seconded the motion. All were in favor and the motion passed.

c) Tax Refund Requests

Mr. Askham made a motion, effective September 24, 2018 to approve the presented tax refunds in the amount of \$4,825.41, and to authorize Town Manager, Maria E. Capriola to execute the tax refunds. Mr. Paine seconded the motion. All were in favor and the motion passed.

d) Purchasing Ordinance and Purchasing Policy Work Group

Mr. Wellman said the last Purchasing Policy was adopted about 25 years ago. He asked that members of the Board be part of this work group.

Mr. Roy said Purchasing Policy has been commonly referred to as an ordinance and is included in the appendix of our code of ordinances. After review by legal counsel, it was determined that the Purchasing Ordinance is actually a policy, not an ordinance.

Ms. Cook made a motion, effective September 24, 2018 to establish a work group of the Board of Selectmen to review and assess the proposed Purchasing Ordinance and the proposed Purchasing Policy as presented and to include Mr. Kelly and Mr. Askham in the work group. Mr. Paine seconded the motion. All were in favor and the motion passed.

e) Proposed Capital Project Transfers

Mr. Wellman said the completed capital projects have been reviewed as part of the year end closing and staff is requesting funding transfer to close out the remaining balances in each of the capital funds.

Mr. Askham made a motion, effective September 24, 2018 to recommend to the Board of Finance the capital project transfer requests as presented: Mr. Paine seconded the motion. All were in favor and the motion passed.

f) Proposed Public Gathering Permit – Gifts of Love Fall Festival

Mr. Wellman said the Public Gathering Committee approved the Fall Festival for Gifts of Love at the Community Farm property on September 29, 2018 from 9 a.m. to 6 p.m.

Ms. Newton said the Farmington Valley Health District vendor permits were reviewed two weeks in advance and there is a Fire Marshall condition for this event.

Ms. Cook made a motion, effective September 24, 2018 to approve the public gathering application for Gifts of Love, Fall Festival as presented and to authorize the issuance of the public gathering permit. Mr. Kelly seconded the motion. All were in favor and the motion passed.

g) Proposed Public Gathering Permit – Trinity Church Pumpkin Patch

Mr. Wellman said the Public Gathering Committee approved the Trinity Church Pumpkin Patch at First Church on September 29, 2018 through November 3, 2018.

Ms. Newton said there were trash and parking conditions on this event.

Mr. Askham made a motion, effective September 24, 2018 to approve the public gathering application for Trinity Church Pumpkin Patch as presented and to authorize the issuance of the public gathering permit. Mr. Paine seconded the motion. All were in favor and the motion passed.

h) Hunting Ridge Conservation Easement

Ms. Newton said there were easement restrictions on certain lots within the Hunting Ridge Development. The language states that in order to remove any trees larger than 4” in caliper, the owner needs permission from the Board of Selectmen. She said the owner will replace the pine trees with native trees that go with the neighborhood.

Mr. Paine made a motion, effective September 24, 2018 to allow Greg Maglieri of Maglieri Construction to remove 3 trees greater than 4” in caliper located in the front conservation easement at 29 Hunting Ridge Drive with Ms. Alice Daley’s approval. In the event that the trees are not removed until Maglieri Construction is the owner of the property, Ms. Daley’s approval will not be needed. Mr. Kelly seconded the motion. All were in favor and the motion passed.

i) Discussion on Work Plan for Economic Development Commission

Mr. Wellman said no action needs to be taken on this item, but the Board needs to give the new EDC directions and goals on an annual basis on or before the thirtieth day of November each year.

Mr. Kelly said the work group is currently recruiting and interviewing potential EDC members. The work group hopes to bring recommended candidates to this Board at the October 10th meeting.

Mr. Wellman said they should concentrate on business expansion, creations and attractions. The Board made the following list of potential activities for the new EDC to work on:

Creating an infrastructure fund; a response protocol and follow-up; framework for time allowed for approvals; parking and signage; technology investments; up-to-date data for traffic, lease rates, etc.; a development guide; obtaining cell service; reviewing all past studies and what has already been done; business formalization for upcoming new businesses; capturing what businesses have and spotting trends; a package about living and bringing a new business to Simsbury; the cultures of businesses; formalizing exit interviews (business and property owners); how to work with neighboring Towns, etc.

APPOINTMENTS AND RESIGNATIONS

a) Resignation of Darren Cunningham from the Board of Ethics

Mr. Askham made a motion to accept the resignation of Darren Cunningham from the Board of Ethics retroactive to September 14, 2018 with our thanks. Mr. Kelly seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

a) Special Meeting of September 12, 2018

There were no changes to the Special Meeting of September 12, 2018 and, therefore, the minutes were adopted.

b) Regular Meeting of September 12, 2018

There were no changes to the Regular Meeting minutes of September 12, 2018 and, therefore, the minutes were adopted.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

- a) **Personnel** – no report at this time.
- b) **Finance** – no report at this time.
- c) **Welfare** – no report at this time.
- d) **Public Safety** – no report at this time.

e) **Board of Education** – no report at this time.

Mr. Wellman spoke about Melissa Millan, the jogger who was killed 4 years ago. He said a suspect is in custody. He gave his condolences to her family and friends during this difficult time and said they are in everyone’s thoughts and prayers.

COMMUNICATIONS

- a) **Memo, re: Process for Requesting Sanitary Sewer Extensions, from T. Roy, dated September 20, 2018** – there was no discussion at this time.
- b) **Memo, re: Hearing Officers; Appointment Authority, from M. Glidden, dated September 11, 2018** – there was no discussion at this time.
- c) **Memo, re: Appointment of Ex-Officio Members to Economic Development Commission, dated September 13, 2018** – there was no discussion at this time.

ADJOURN

Mr. Askham made a motion to adjourn at 8:00 p.m. Ms. Cook seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk

CALL TO ORDER

The Special Meeting of the Board of Selectmen was called to order at 9:00 a.m. in Program Room 1 at the Simsbury Public Library. Present were: First Selectman Eric Wellman; Board members Sean Askham, Cheryl Cook, Michael Paine, Christopher Kelly, Chris Peterson, Town Manager Maria Capriola and Director of Planning and Community Development Mike Glidden.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

BOARD OF SELECTMEN GOAL SETTING DISCUSSION

The Board of Selectmen brainstormed and discussed goals and objectives that it would like to establish to help guide priorities for the remainder of its two-year term. The discussion was centered around the following questions:

1. What are some high level areas of focus that you think are important for the community?
2. What are some action items or projects you hope to see accomplished in the long term?
3. What action items or projects do you hope to see accomplished during this two year term?

The Board discussed items that fell into the following six categories:

- Financial management
- Economic development
- Maintaining quality of life/community character
- Recreation
- Infrastructure
- Transportation

DISCUSSION OF ECONOMIC DEVELOPMENT COMMISSION WORK PLAN

The Board summarized its discussion from the September 24, 2018 regular meeting, during which it identified priority areas related to economic development:

Creating an infrastructure fund; a response protocol and follow-up; framework for time allowed for approvals; parking and signage; technology investments; up-to-date data for traffic, lease rates, etc.; a development guide; obtaining cell service; reviewing all past studies and what has already been done; business formalization for upcoming new businesses; capturing what businesses have and spotting trends; a package about living and bringing a new business to Simsbury; the cultures of businesses; formalizing exit interviews (business and property owners); how to work with neighboring towns, etc.

ADJOURN

The meeting adjourned at 12:00pm.

Respectfully submitted,

Melissa Appleby
Deputy Town Manager



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Discussion on Board of Selectmen Goals and Priorities for 2018-2019
2. **Date of Board Meeting:** October 10, 2018

3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**
If the Board needs additional time to review and discuss the draft goals document, no action is needed this evening.

If however, the Board is ready to adopt goals for the remainder of your 2018-2019 term, the following motion is in order:

*Move, effective October 10, 2018 to adopt the Board of Selectmen 2018-2019 goals as presented/amended**

**(amended should be used if items are changed during the meeting)*

5. **Summary of Submission:**
To prepare for the goal setting session Selectmen were asked to think about the following prior to the 9/29 meeting:
- 1) What is your vision for the community?
 - 2) What are some high level areas of focus that you think are important for the community?
 - 3) What are some action items or projects you hope to see accomplished in the long term?
 - 4) What action items or projects do you hope to see accomplished during this two year term?

Discussed at the session were five key areas: Financial Management; Maintaining Quality of Life/Community Character; Recreation; Infrastructure; and Transportation. Economic Development was also discussed but that topic is covered under the Economic Development Commission work plan.

Attached to this memo is a table that breaks down the goals the Selectmen would like to achieve for each focus area. If the Board desires, we can prioritize the attached goals.

6. **Financial Impact:**
None

7. Description of Documents Included with Submission:

- a) 2018-2019 Board of Selectmen Goals

2018-2019 BOARD OF SELECTMEN GOALS

Topic Area	Goals	BOS Discussion Lead
Financial Management	● Evaluate tax rate, overall spending	MP
	● Increase transparency of anticipated use of grant funding and adequately budget local matches	SA
	● Capital projects management - improve tracking and monitoring; discuss role of Public Building Committee and Town Manager	SA; CC
	● Improve transparency in financial reporting; implement regular reporting from Director of Finance	MP; CC
	● Increase coordination with BOE - explore areas for further collaboration, possible shared services	SA; EW
	● Invest in modern financial management systems to improve processes, accountability, and reporting	CP; SA; CC
	● Establish performance measurements, benchmarking metrics to assist with long range planning	CK; SA
	● Communicate Town Manager's role in processes and relationship with boards and commissions	CP
Maintaining Quality of Life/Community Character	● Explore opportunities for people on fixed incomes to stay in town; focus on "age friendly" community	CK; CC
	● Maintain balance between development and rural community character, sense of place	All
	● Facilitate and support work of non-profits and community groups	EW
	● Identify role for fostering culture, supporting cultural events	All
	● Preservation of open space, development of assets that highlight community character (e.g. tobacco barns, covered bridges, etc.)	EW; All
Recreation	● Expand aquatics resources - splash pad, fountain, large wading pool, pool access for adults	EW, CC
	● Conduct analysis of special revenue fund	All
	● Explore possibility for disc golf course	SA
	● Expand athletics field resources (coordinate with BOE); multi-use fields	SA
Infrastructure	● Explore potential for co-working space, incubator space	CP
	● Invest in north end (i.e. Wagner parcel)	CC
	● Invest in utilities, underground infrastructure	SA
	● Address traffic flow on Route 10/Weatogue	SA
	● Identify a solution for the Curtiss Park - Tariffville bike path connector	EW
	● Pursue streetscape funding for north end	SA
	● Improve cell service coverage on Route 10; explore potential locations for new towers	All
Transportation	● Increased bus service; explore opportunities for fixed route service	CC
	● Volunteer driver program for seniors, disabled residents	CC