

**AGREEMENT BETWEEN
THE TOWN OF CANTON
AND
THE DEPARTMENT OF MOTOR VEHICLES
REGARDING
THE ISSUANCE OF A TEMPORARY REGISTRATION EXTENSION**

This Agreement made and entered into by and between

Town of Canton
Tax Collector Office
4 Market Street
P. O. Box 168
Collinsville, CT 06022

hereinafter referred to as the "Town" acting under the authority of section 7-148 of the Conn. Gen. Stat. through Robert Skinner, Chief Administrative Officer, and the State of Connecticut Department of Motor Vehicles, hereinafter referred to as "State", acting herein through Melody A. Currey, its Commissioner under the authority of sections 25 and 26 of Public Act 2011-48 ("PA 11-48") and sections 4-8, and 14-3 of the Connecticut General Statutes, as amended.

PURPOSE: The intent and purpose of this Agreement is to establish the terms, conditions and safeguards under which a Connecticut city, town, borough or taxing district is authorized to issue temporary registration extensions on behalf of DMV, in accordance with section 26 of PA 11-48 and subsection (i) of section 14-12 of the Connecticut General Statutes ("CGS"), as amended by section 25 of PA 11-48.

UNDERSTANDING: It is understood that C.G.S. section 14-33 requires the DMV to withhold a registration renewal for any motor vehicle for which it receives notice from a city, town, borough or taxing district that: 1. Amounts are owed for delinquent motor vehicle property taxes; 2. Fines are owed from more than five delinquent parking tickets. DMV and the Town agree that to facilitate the payment of delinquent taxes and fines, and to simplify the registration process, the Town will issue temporary registration extensions as authorized in C.G.S. section 14-12(i), as amended by section 25 of PA 11-48, to persons whose registrations have been denied due to delinquent motor vehicle property taxes or unpaid fines, and who have made full payment for the amounts owed.

NOW, THEREFORE, the Chief Administrative Officer of the Town of Canton and the Commissioner of Motor Vehicles hereby agree as follows:

1. The Town shall designate the office of the tax collector to be responsible for issuing temporary registration extensions in accordance with PA 11-48 to residents in their town whose registration renewals have been or will be denied;

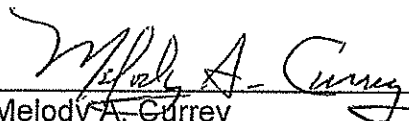
12. In the event that the registrant does not have possession of his or her final registration documents, the Town may issue a temporary registration extension for such registrant, and shall provide such person DMV's default registration renewal form to be mailed with the applicable fees to DMV;
13. The Town, in cooperation with the DMV Property Tax unit, shall attempt to resolve tax issues with DMV when a registrant has an address that is not located in such Town;
14. The Town shall make every reasonable attempt to assist registrants to resolve motor vehicle property tax issues in other municipalities;
15. The Town shall post notices in its tax office informing customers that registrations renewals will not be processed by DMV branch offices;
16. DMV shall update each registration record for which a temporary registration extension has been issued by the Town within 48 hours of receiving the information from the Town;
17. DMV shall have the right to inspect, review and audit all records pertaining to this Agreement on the premises of the Town. The Town shall maintain a degree of security as is consistent with generally prevailing standards of care and reasonableness over the personal information retained and shall take all necessary steps to prevent the divulgence or use of such information in any form or manner not permitted by this Agreement. Said security shall include the keeping of such information in a controlled access area. The Town's storage arrangements and records shall be subject to inspection by a representative of the DMV;
18. The Town will not use the registration extension information for any purpose other than the purpose specified, nor will the Town allow or permit others to use such information for any purpose whatsoever. The Town represents and warrants that its sole use of the registration extension program and information obtained is to assist registrants with outstanding tax and parking ticket violation issues related to their registration renewals. If the DMV becomes aware of any other use by the Town, it shall have the right to terminate this Agreement immediately upon written notice to the Town, and may also report the facts within its knowledge to any prosecuting authority;
19. By entering into this Agreement, the Town warrants that it will comply fully with the provisions of section 14-10 of the Connecticut General Statutes, as amended, and the federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. 2721, et seq., as amended and all other applicable laws and regulations governing access to and disclosure and use of motor vehicle records and the personal information contained therein. Town shall not access, use or disclose the personal information from motor vehicle records for any purpose other than to issue temporary registration extensions in accordance with this Agreement. The Town acknowledges that it is restricted from re-disclosing personal information to the same extent that DMV is restricted under section 14-10(g). "Personal information" is defined as information that identifies an individual,

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly signed on the dates hereinafter stated.

Reviewed by 
DMV Legal Department

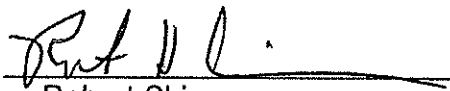
Date: 1/20/12

State of Connecticut
Department of Motor Vehicles

By: 
Melody A. Currey
Commissioner

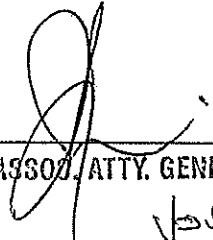
Date: 1/24/12

Town of Canton

By: 
Robert Skinner
Chief Administrative Officer

Date: 1/18/12

Approved as to Form
Attorney General

By: 
ASSOC. ATTY. GENERAL
Joseph Rubin

Date: 3/8/12

EXHIBIT B

References to "contract" shall mean this Agreement and references to "contractor" shall mean "the Town".

Non-Discrimination

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "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.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "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;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital

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

of Connecticut 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 this Agreement. To the extent that this provision conflicts with any other provision, this provision shall govern.

Termination for Convenience

Notwithstanding any provision or language in this Agreement, the State may terminate this Agreement whenever the Commissioner determines, in the Commissioner's sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination specifying the extent to which its performance under the Agreement is to be completed prior to the effective date of termination. Such action shall in no event be deemed to be a breach of contract by the State. Upon receiving such notice from the State, the Contractor shall undertake all commercially reasonable efforts to mitigate any losses or damages.

Upon termination of this Agreement, all rights, duties and obligations under this Agreement shall be null and void, so that no party shall have any further rights, duties or obligations to any other.

Indemnification

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

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

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

(d) The Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of this Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Agreement shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

For purposes of this section of this Agreement, the word "Affiliate" means any person, as defined in section 12-1 of the C.G.S. that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of the Act.

Policy on Security for Mobile Computing and Storage Devices

By entering into this Agreement, the Contractor agrees and warrants that it is subject to and will comply fully with the State of Connecticut Policy on Security for Mobile Computing and Storage Devices dated September 10, 2007.

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 Agreement.

(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 with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(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

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 approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

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 the Department.

f. As used in this Agreement, "Confidential Information" 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 Department 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. "Confidential Information Breach" 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 the client, the Contractor, the Department or State.

