CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY

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FAX or TDD (860) 589-6950 E-Mail:ccrpa@ccrpa.org Web Site: www.ccrpa.org

MEMORANDUM

TO: Program, Finance and Personnel Committee
FROM: Ken Shooshan-Stoller, Deputy Director KSS
DATE: October 30, 2009

FOR AGENDA: November 5, 2009

SUBJECT: Draft Paratransit Vehicle Advertising Contract

At its regular meeting on September 3, 2009, the Agency Board concurred with the staff's decision to advertise a request for proposals for the initiation of a program for posting advertising on our paratransit vehicles.

That RFP had been distributed locally, and in the national publication, "Passenger Transport."

Trans-Ad Outdoor, Ltd., a local firm which provides similar services to six other transit providers in the state, submitted the only proposal.

Discussions with Trans-Ad Outdoor, Ltd., produced the attached draft contract, which appears to meet the Agency's requirements. On that basis, it is our

RECOMMENDATION

That your Committee

Recommend that the Agency Board authorize the Executive Director to execute the attached draft contract with Trans-Ad Outdoors, Ltd, subject to changes as may be recommended by Agency counsel, for the purpose of managing a program for posting commercial advertising on our paratransit vehicles.

Discussion

To expedite the initiation of this service, and the enjoyment of the revenues it is anticipated to generate as soon as possible, we have included this item on the agenda prior to having the proposed contract reviewed by Agency legal counsel. We intend to have that review completed prior to November 5th, however, if we are unable to meet that deadline we are recommending that you approve the contract on the condition of approval by legal counsel. Since the last Board meeting, Advertising guidelines providing the Agency with editorial control over the content of advertising have been integrated into of the contract (Exhibit B.) The draft Contract and Exhibit B are attached to this memorandum for your review; a complete copy of the full contract with all attachments is posted separately on the web site.

cc: Agency Board

AN AGREEMENT BETWEEN THE CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY AND TRANS-AD OUTDOOR LTD.

THIS AGREEMENT is made by the CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY ("CCRPA" or the "Agency"), an intergovernmental agency formed under Chapter 127 of the Connecticut General Statutes, Revision of 1959, as amended (the "Statutes"), having its principal place of business at 225 North Main Street, Suite 304, Bristol, Connecticut, acting herein by Carl J. Stephani, its Executive Director, hereunto duly authorized, and TRANS-AD OUTDOOR LTD., a corporation licensed to do business in the State of Connecticut, acting herein by Alan Watson, its President (the "Contractor"), having its principal place of business at 15 Highwoods Drive, Guilford, Connecticut.

WITNESSETH THAT;

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1. The Contractor's Obligations. The Contractor is responsible for carrying out the Scope of Services contained in the Request for Proposals entitled "Transit Advertising Services", issued with a response date of September 30, 2009, attached hereto and incorporated herein as Exhibit A (the "Services").

ARTICLE 2. The Agency's Responsibilities. The Agency shall provide policy direction for the Project. It shall monitor the performance of the Contractor's work on the Project.

ARTICLE 3. Term of Agreement. This Agreement shall have an effective date of January 1, 2010. The term of this Agreement shall commence on the effective date and continue for thirty (30) months until June 30, 2013 (the "termination date"), with two (1) year options to renew the Agreement subject to the mutual agreement of both parties thereafter.

ARTICLE 4. Compensation. The parties to this agreement, each in consideration of the agreements on the part of the other herein contained, do hereby agree, the Agency for itself, and said Contractor for itself and its successors and assigns, that the Contractor shall pay the Agency fifty percent (50%) of the net operating revenue from the sale of advertising on and in the vehicle fleet utilized by the Agency for the provision of paratransit services. The Contractor shall make this payment within twenty (20) business days after the end of the quarter in which said revenue was earned.

ARTICLE 5. Recordkeeping and Reporting. The Contractor shall coordinate payments with the Agency's Bookkeeper. Each payment shall be accompanied by a report that, at a minimum, includes:

1. A listing of all contracts in effect
2. Copies of billings for the month by vendor
3. A report on collections for the month by vendor
4. Past due amounts
5. New contracts signed
6. Contract expiration dates
7. Fees paid to outside agencies
8. Vehicle number where advertising signs are posted

ARTICLE 6. Audits. The Contractor shall permit the authorized representatives of the Agency to inspect and audit all data and records of the Contractor at reasonable times relating to its performance under this Agreement through and until the expiration of three (3) years after the final payment under this Agreement.

ARTICLE 7. Indemnification and Insurance. The Contractor shall indemnify and hold harmless the Agency from and against any and all liabilities, claims, and costs of any kind and nature including but not limited to the injury or death of any person, loss or damage to property, and attorney's fees when such costs are caused by the acts or omissions of the Contractor or its employees, agents, subcontractors or representatives.

ARTICLE 8. Required Contract Clauses. The Contractor shall be required to perform the Services hereunder in accordance with all applicable Federal Transit Administration ("FTA") regulations and the terms and conditions of this Agreement.

The Contractor shall comply with all FTA requirements in the same manner and to the same extent as the Agency. Such requirements include those of the United States of America, Department of Transportation, Federal Transit Administration, Master Agreement, for Federal Transit Administration Agreements, including all the associated laws, rules and regulations. A copy of the applicable regulations is attached hereto and incorporated herein as Attachment A to the CCRPA RFP "Transit Advertising Services" (Exhibit A).

The Contractor must adhere to the Agency's Guidelines Regulating Transit Advertising with any and all of the restrictions it outlines. A copy of this policy is attached hereto and incorporated herein as Exhibit B, the "Guidelines".

ARTICLE 9. Independent Contractor. The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to the Agency for any purpose.

ARTICLE 10. Termination Notice. The Agency, upon 90 days' prior written notice, may suspend, postpone, abandon, or terminate this Agreement, and such action shall in no event be deemed a breach of contract when taken for cause including, but not limited to (a) the Contractor's failure to render the Services required under this Agreement to the satisfaction of the Agency, or (b) the termination for any reason of any Grant Assistance Contracts between the Agency and the State of Connecticut providing State funds in whole or in part in support of Americans with Disabilities Act (ADA) compliant paratransit services. Upon receipt of written notification from the Agency that this Agreement is to be terminated, the Contractor shall immediately cease operations on work being performed under this Contract and shall secure and otherwise make an accounting to the Agency of all outstanding advertising contracts, assemble and turn over to the Agency or a designated record collection site all material that has been prepared, developed, furnished, or otherwise obtained under the terms of this Agreement.

In the event of termination, the Contractor shall pay the Agency its share of advertising revenue for sales performed up to the termination date

ARTICLE 11. Integrity. The Contractor hereby certifies that it, its principals, sub-recipients, or sub-contractors are not on the United States of America's Comptroller General's list of ineligible contractors and that none of the above persons or entities by defined events or behavior, potentially threaten the integrity of this Federally supported contract.

ARTICLE 12. Successors and Assigns. The Agency and the Contractor each binds itself, its successors and assigns to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither the Agency nor the Contractor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

ARTICLE 13. The Agreement. This Agreement consists of (1) this Document; (2) CCRPA RFP "Transit Advertising Services"; (3) the Contractors submission proposal; (4) FTA Required Contract Clauses; and (5) any other provisions referred to in this Agreement. In the event of any inconsistency or contradiction between this Document and any other part of the Agreement (CCRPA RFP "Transit Advertising Services"; The Contractors submission proposal; FTA Required Contract Clauses; and any other provisions referred to in this Agreement), the terms contained in this Document shall prevail.

ARTICLE 14. Extent of Agreement. This Agreement represents the entire and integrated Agreement between the Agency and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Agency and the Contractor.

ARTICLE 15. Governing Law. Unless otherwise specified, this Agreement shall be governed by the laws of the State of Connecticut. Nothing contained in this Agreement is intended to nor shall limit the authority or responsibilities assigned to the individual signatories under State or Federal law.

ARTICLE 16. Force Majeure. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation (except payment of money) is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party.

Each party shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the Services under this Agreement. In any event that either party is prevented or delayed in the performance of its obligations by reason of such Force Majeure, there shall be an equitable adjustment of the schedule, maximum payment amount, and line-item costs.

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

WITNESSES: CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY

By:_____
Carl J. Stephani
Executive Director

Date:

WITNESSES: Trans-Ad Outdoor, LTD.

By:_____
Alan Watson
President

Date:

EXHIBIT B

GUIDELINES REGULATING TRANSIT ADVERTISING

Purpose

Through these Guidelines the Agency intends to establish uniform, viewpoint-neutral standards for the display of advertising on or in all Agency-utilized paratransit vehicles ("facilities"). The Agency seeks to meet the following goals and objectives:

1. Maximizing revenue generated by advertising;
2. Maintaining the safe and orderly operation of the Agency and its facilities;
3. Maintaining a safe and welcoming environment for all Agency passengers, including staff who operate on or come in contact with the system; and
4. Avoiding the identification of the Agency, the State of Connecticut or the United States of America with the advertisements or the viewpoints of the advertisers.

The Agency reserves the right, from time to time and without prior notice, to suspend, modify or revoke the application of any or all of these Guidelines as it deems necessary to comply with legal mandates, to accommodate its primary transportation function and/or to fulfill the goals and objectives referred to herein. Each of the provisions of these Guidelines shall be deemed severable.

Advertising Program and Administration

A. The Agency shall, from time to time, select an "Advertising Contractor" who shall be responsible for the daily administration of the Agency's advertising program in a manner consistent with these Guidelines and the terms of the agreement, if any, by and between an advertising contractor and the Agency. The advertising program shall include, but not be limited to, promotion, solicitation, sales, accounting, billing, collections, and posting of advertising displays on or in Agency-utilized paratransit vehicles.

B. The Advertising Contractor shall provide, or shall subcontract for, all employees and equipment necessary to perform the work and provide the services required by the Agency.

C. The Agency shall designate an employee (title) as its "Advertising Contract Administrator" to be the primary contact for the Advertising Contractor. Questions regarding the terms, provisions or requirements of these Guidelines shall be addressed initially to the Advertising Contract Administrator.

Operations and Promotions

The Agency has the unqualified right to display on or in its facilities advertisements and notices that pertain to the Agency operations and promotions, consistent with the provisions of its Agreement with the Advertising Contractor.

Disclaimers

The Agency reserves the right, in all circumstances (including without limitation a public service announcement), to require that an advertisement on or in its facilities include a disclaimer indicating that it is not sponsored by, and does not necessarily reflect the views of, the Agency, the State of Connecticut and/or the United States of America.

Advertising Standards

A. The Agency intends that its facilities constitute nonpublic forums that are subject to the viewpoint-neutral restrictions set forth below. Certain forms of paid and unpaid advertising will not be permitted for placement or display on or in the Agency facilities.

B. The Agency shall not permit the placement or display of any advertisement that falls within one or more of the following categories:

1. Tobacco. The advertisement promotes the sale or use of tobacco or tobacco-related products, including without limitation an image or depiction of such products.

2. Firearms. The advertisement contains an image or depiction of a firearm.

3. Violence. The advertisement contains an image or depiction, or description of graphic violence, including, but not limited to (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement, or (2) the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm to a person or animal.

4. Profanity. The advertisement contains profane language.

5. Obscenity or Nudity. The advertisement contains obscene material or images or depictions of nudity. For purposes of these Guidelines, the terms "obscene" and "nudity" shall have the meanings contained in the Connecticut General Statutes.[1]

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[1] State of Connecticut General Statutes (Section 53a-103) defines "obscene" as follows: "Any material or performance is "obscene" if, (A) taken as a whole, it predominantly appeals to the prurient interest, (B) it depicts or describes in a patently offensive way a prohibited sexual act, and (C) taken as a whole, it lacks serious literary, artistic, educational, political or scientific value. Predominant appeal shall be judged with reference to ordinary adults unless it appears from the character of the material or performance or the

6. Prurient Sexual Suggestiveness. The advertisement contains material that describes, depicts or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interests of an average adult, applying contemporary community standards, or would find appeals to the prurient interest of minors or adults in sex. For purposes of these Guidelines, the term "minor" shall have the meaning contained in Connecticut General Statutes.[2]

7. "Adult"-oriented Goods or Services. The advertisement promotes or encourages or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated "X" or "NC-17," adult book stores, adult video stores, nude dance clubs or other adult entertainment establishments, adult telephone services, adult internet sites or escort services.

8. Political Campaign Speech. The advertisement contains political campaign speech. For purposes of these Guidelines, the term "political campaign speech" is speech that (1) refers to a specific ballot question, initiative petition or referendum, or (2) refers to any candidate for public office.

9. Endorsement. The advertisement, or any material contained in it, implies or declares endorsement by the Agency, the State of Connecticut or the United States of America of any service, product or point of view without the prior written authorization of the Agency (through its Executive Director), the State of Connecticut (through the Connecticut Department of Transportation) or the United States of America (through the Administrator of the Federal Transit Administration).

10. Demeaning or Disparaging. The advertisement contains material that demeans or disparages an individual or group of individuals, or a country, state, municipality or other political subdivision of a country or a state, on the basis of race, color, religion, national origin, ancestry, gender, age, disability, ethnicity or sexual orientation.

11. False, Misleading or Deceptive Commercial Speech. The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, is false, misleading or deceptive.

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circumstances of its dissemination to be designed for some other specially susceptible audience. Whether a material or performance is obscene shall be judged by ordinary adults applying contemporary community standards. In applying contemporary community standards, the state of Connecticut is deemed to be the community."

[2] State of Connecticut General Statutes defines "minor" as "a person under eighteen years of age."

12. Libelous Speech, Copyright or Patent Infringement, etc. The advertisement, or any material contained in it, is libelous or an infringement of a copyright or patent, or is otherwise unlawful or illegal or likely to subject the Agency, the State of Connecticut and/or the United States of America to litigation.

13. Unlawful Goods or Services. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use, possession or distribution of unlawful or illegal goods or services, including, but not limited to, the image or depiction of such goods or services.

14. Unlawful Conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.

15. Special Provisions Regarding Web Addresses and Telephone Numbers. The advertisement is such that (1) the message or sponsorship of the advertisement cannot reasonably be determined without reference to a website or telephone number that is listed in the advertisement, and (2) that website prominently contains, or that telephone number directs callers to, material that violates these Guidelines.

C. Review of Advertisements: The Advertising Contractor shall review each advertisement submitted for display on or in Agency facilities to determine whether the advertisement falls within, or may fall within, one or more of the categories set forth in (B) above. If the Advertising Contractor determines that an advertisement falls within, or may fall within, one or more of the categories set forth in (B) above, then:

D. Referral to Advertising Contract Administrator. The Advertising Contractor shall promptly send the advertisement – along with the name of the advertiser, the size and number of the advertisements, and the dates and locations of display – to the Advertising Contract Administrator for review of the advertisement by the Agency.

E. Initial Review by the Agency. Upon the Advertising Contract Administrator's receipt of the advertisement and supporting information, the Advertising Contract Administrator shall review the advertisement and supporting information to determine whether and within which of the categories set forth in (B) above the advertisement falls. The Advertising Contract Administrator may consider any materials submitted by and consult with the Advertising Contractor in reaching a determination which, if any, of the aforesaid categories the advertisement falls within. The Advertising Contract Administrator shall relay this determination to the Advertising Contractor. The Advertising Contract Administrator's determination shall be final, unless appealed by the Advertising Contractor.

F. Initial Appellate Review by the Agency. The Advertising Contractor may, in writing, appeal a determination by the Advertising Contract Administrator that an advertisement falls within one or more categories set forth in (B) above to the Agency's Executive Director. In the

event of such an appeal, the Executive Director shall likewise review the advertisement and supporting information to determine whether and within which of the categories set forth in (B) above the advertisement falls. The Executive Director may consider any materials submitted by and consult with the Advertising Contractor in reaching a determination which, if any, of the aforesaid categories the advertisement falls within. The Executive Director shall relay this determination to the Advertising Contractor. The Executive Director's determination shall be final, unless appealed by the Advertising Contractor.

G. Final Appellate Review by the Agency. The Advertising Contractor may, in writing, appeal a determination by the Executive Director that an advertisement falls within one or more categories set forth in (B) above to the Agency's Governing Board. In the event of such an appeal, the Board shall likewise review the advertisement and supporting information to determine whether and within which of the categories set forth in (B) above the advertisement falls. The Board of Directors may consider any materials submitted by and consult with the Advertising Contractor in reaching a determination which, if any, of the aforesaid categories the advertisement falls within. The Board of Directors shall relay this determination to the Advertising Contractor. The Board's determination shall be final and non-appealable.

H. Opportunity for Revision by Advertiser. In the event that the Agency determines that the advertisement falls within one or more of the categories set forth in (B) above, the Advertising Contractor may, in consultation with the Advertising Contract Administrator, discuss with the advertiser one or more revisions to the advertisement, which, if undertaken, would bring the advertisement into conformity with these Guidelines. The advertiser shall then have the option of submitting a revised advertisement for review by the Agency.

I. Formal Determination by the Agency In the event that the Agency and the advertiser do not reach agreement with regard to a revision of the advertisement, the advertiser may request that the Agency memorialize its formal determination in the form of a final written notice of its decision, which shall be relayed to the advertiser. The Agency's formal determination shall be final.

J. Removal of Non-Complying Advertisements. Notwithstanding the foregoing, if the Agency determines at any time that an advertisement already accepted for display by the Advertising Contractor falls within one or more of the categories set forth in (B) above, the Agency shall (1) in writing, specify which of the categories the advertisement falls within, (2) notify the advertiser that the Agency has determined that the advertisement is not in conformity with these Guidelines and that the advertisement shall be promptly removed, and (3) instruct the Advertising Contractor to remove the advertisement. Upon such instruction, the Advertising Contractor shall promptly remove the advertisement, shall provide the advertiser with a copy of these Guidelines, and may, with the Advertising Contract Administrator, discuss with the advertiser one or more revisions to the

event of such an appeal, the Executive Director shall likewise review the advertisement and supporting information to determine whether and within which of the categories set forth in (B) above the advertisement falls. The Executive Director may consider any materials submitted by and consult with the Advertising Contractor in reaching a determination which, if any, of the aforesaid categories the advertisement falls within. The Executive Director shall relay this determination to the Advertising Contractor. The Executive Director's determination shall be final, unless appealed by the Advertising Contractor.

G. Final Appellate Review by the Agency. The Advertising Contractor may, in writing, appeal a determination by the Executive Director that an advertisement falls within one or more categories set forth in (B) above to the Agency's Governing Board. In the event of such an appeal, the Board shall likewise review the advertisement and supporting information to determine whether and within which of the categories set forth in (B) above the advertisement falls. The Board of Directors may consider any materials submitted by and consult with the Advertising Contractor in reaching a determination which, if any, of the aforesaid categories the advertisement falls within. The Board of Directors shall relay this determination to the Advertising Contractor. The Board's determination shall be final and non-appealable.

H. Opportunity for Revision by Advertiser. In the event that the Agency determines that the advertisement falls within one or more of the categories set forth in (B) above, the Advertising Contractor may, in consultation with the Advertising Contract Administrator, discuss with the advertiser one or more revisions to the advertisement, which, if undertaken, would bring the advertisement into conformity with these Guidelines. The advertiser shall then have the option of submitting a revised advertisement for review by the Agency.

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advertisement, which, if undertaken, would bring the advertisement into conformity with these Guidelines. The advertiser shall then have the option of submitting a revised advertisement for review by the Agency. In the event that the Agency and the advertiser do not reach agreement with regard to a revision of the advertisement, the advertiser may request that the Agency memorialize its formal determination in the form of a final written notice of its decision, which shall be relayed to the advertiser. The Agency's formal determination shall be final.

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MEMORANDUM

TO: Program, Finance and Personnel Committee
FROM: Carl J. Stephani, Executive Director
DATE: October 30, 2009

FOR AGENDA: November 5, 2009

SUBJECT: FY2009-2010 Budget Amendments

Since adopting the FY2009-2010 Annual Budget, and since last month's meeting, the State has adopted its budget, and other changes have taken place. As they affect the Agency, these changes are reflected in the attached "Proposed Budget Amendment Sheet," and they include the following:

1. Additional Revenues
   a. Paratransit Advertising
      If the contract which is on the Board's agenda today is approved, we should begin collecting revenue from this source before the end of this fiscal year. In order to track that revenue we need to add a line to the budget. We put $1,000 in that line basically as a "place-holder" because we do not have a clear idea how much will be brought in considering the current state of the economy.
   b. R5EPT 08
      The R5EPT has approved its budget for this fiscal year and has included $2,000 for the Agency to provide coordination services to the Town of Plymouth. This money was not secure when we adopted our budget.
   c. CEDS - Municipality, and CEDS - USEDA
      The Comprehensive Economic Development Strategy (CEDS) was not a firm commitment when we adopted our budget, but we have since been awarded an $84,000 US Economic Development Administration grant to complete that project, and our municipalities have paid their matches (Bristol, New Britain, Plainville, and Plymouth).
   d. SGIA - With the adoption of the State Budget, we understand that we will be receiving a State-Grant-in-Aid of approximately $10,000.
   e. Hazard Mitigation

Preparation of the Region's first Natural Hazards Mitigation Plan was funded with a $50,000 CT DEP grant which has been expended. The Plan has been approved by CT DEP, but the originating source of the funds, the US FEMA, has required additional revisions which we are currently completing. We are requesting supplemental funding from CT DEP to sponsor that work and have inserted a $1,000 "place-holder" amount in the budget so that, if we receive supplemental funding for this project, we will have a line to which to assign it for tracking purposes.

f. Berlin/NB Solid Waste - RPI
This project is 95% pass-thru funding and is dependent upon the ability of the City of New Britain and its consulting engineers to complete design work during the year. When we prepared this year's budget, it was not clear whether they were going to be able to utilize these funds this year. Since then significant progress has been made and it is apparent that much, if not all, of these funds will be disbursed this year, with a small portion going to the Agency for administration.

2. Additional Expenditures
   a. Rent - this line shows an increase of $816 to cover the cost of the space occupied by the expansion of our meeting room.
   b. Office Renovations - by separate action you authorized the expenditure of this $1,500 to complete the remodeling of the meeting room; amending the budget to recognize this simply formalizes your prior action.
   c. Berlin/NB Solid Waste - RPI
   This line shows the pass-thru amount that will be taken from the revenue for this project, which is discussed above. The difference between the two numbers is the amount of the Agency's administrative fee for managing the funds for this project.
   d. Contingency
   This line shows a balancing figure remaining after all the new revenues and expenditures are brought into the budget. This new amount in our contingency is very healthy.

On that basis, it is my

RECOMMENDATION

that your Committee

Recommend that the Agency Board approve the proposed amendments to the FY2009-2010 Agency budget as shown on the attached "Proposed Budget Amendment Sheet."

Attachment: "Proposed Budget Amendment Sheet"
cc: Agency Board

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY.
BUDGET FY 2009-2010

Proposed Budget Amendment Sheet

	ADOPTED	**PROPOSED**
REVENUES	June 4, 2009	November 5, 2009
Municipal Contributions	91,500	91,500
Transportation Planning Grant	600,923	600,923
Paratransit Administration/Contractor	990,000	990,000
Paratransit Advertising	**0**	**1,000**
R5EPT 08	**100**	**2,000**
CERT Teams Grant	8,000	8,000
CEDS - Municipality	**0**	**40,000**
CEDS - USEDA	**0**	**64,000**
SGIA	**0**	**10,000**
Hazard Mitigation	**0**	**1,000**
Berlin/NB Solid Waste - RPI	**0**	**255,160**
Pequabuck River Dam	100,000	100,000
Miscellaneous Revenues	4,200	4,200
Total Revenue	1,794,723	2,167,783
EXPENDITURES		
Salaries & Payroll Taxes	409,425	409,425
Retirement/Administration	16,159	16,159
Rent	**29,200**	**30,016**
Office Cleaning	3,800	3,800
Office Renovations	**0**	**1,500**
Health/Life Insurance/STD	111,883	111,883
Directors & Officers/Liability/Bonding Insurance	5,000	5,000
Conferences	6,000	6,000
Training/Workshops/Seminars	6,200	6,200
Travel in State/ Meetings/ Forums	8,000	8,000
Telephone/Postage	6,500	6,500
Supplies	9,500	9,500
Equipment/Software Purchases	28,800	28,800
Publications	300	300
Advertising	4,000	4,000
Dues/Subscriptions	11,326	11,326
Accounting/Legal	11,560	11,560
Paratransit Contractor	910,000	910,000
Equipment Service Contracts/Maintenance	5,500	5,500
Pequabuck River Dam	90,000	90,000
Miscellaneous	9,400	9,400
Berlin/NB Solid Waste - RPI	**2,704**	**251,964**
Contingency	**109,466**	**230,950**
Total Expenditures	1,794,723	2,167,783

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MEMORANDUM

TO: Program, Finance and Personnel Committee
FROM: Carl J. Stephani, Executive Director
DATE: October 26, 2009

FOR AGENDA: November 5, 2009

SUBJECT: Personnel Policy Amendments: 1) Floating Holiday and 2) Earned Personal Days

At your last regular meeting on September 3rd you recommended a variety of "housekeeping" amendments to the Personnel Policy which were approved by the Agency Board. During your September 3rd meeting we also discussed potential changes to the Policy regarding the Floating Holiday, and Earned Personal Days. At that time I described the accounting work that is generated by the way these leave days are described in the Policy, and how much of that work could be eliminated without changing the intent of the Policy. Following is a summary of that discussion:

1. Floating Holiday - each employee is granted one floating holiday at the beginning of each fiscal year. The Personnel Policy requires that each floating holiday be used during the year when it is awarded, and it is awarded as a "lump sum."

   To keep track of that day, the bookkeeper must separate it from the rest of an employee's vacation leave time, and verify that it is used in the year it was earned. They are ALWAYS used in the year in which they were earned, because employees always use them before using any of their other leave. Thus, keeping track of them separate from other earned vacation leave serves no useful purpose.

   Furthermore, floating holidays are awarded to employees as a "lump sum" at the beginning of each fiscal year. In relation to employees who leave the Agency, unless they leave on June 30th, they are given a day of time off which they have not "earned." If floating holidays were converted to vacation time, they would accrue just as vacation time accrues and would not be given as a lump sum; and the bookkeeper would not have to keep track of them separate from vacation time.

2. Earned Personal Day - "An employee earns a personal day for taking no sick time for three consecutive months." This benefit is intended to discourage employees from taking sick leave frivolously, which it does. On the other hand, the Policy goes on to require that "This earned personal leave must be used within six (6) months of accrual." The requirement that it be used within 6 months is an accounting burden that does not appear to serve any functional purpose because these days are always taken first by employees when they take vacations, and they are always used up. Earned Personal Days function as vacation days and could be integrated into the normal accrual of vacation leave so that they do not have to be accounted for separately.

If the annual Floating Holiday and Earned Personal Days simply accrued to an employee's vacation leave account, the result would be the elimination of the Floating Holiday, which would be a noticeable

simplification of our leave accounting system. If these changes were made, although there would be no more floating holidays, nor separately accounted earned personal days, each employee would be accruing an equivalent amount of additional (up to 5 days in total) vacation leave days. To complete these adjustments to the system, if these changes were made, the annual Vacation Leave accrual limits should be increased commensurately; i.e. by 5 days.

On that basis, it is my

RECOMMENDATION

that your Committee

Recommend that the Agency Board approve the attached proposed changes to the Personnel Policy (~~strikeouts~~ indicate proposed deletions, <u>underlining</u> indicates proposed additions) to:

1. Change the accounting of employees' annual Floating Holidays and Earned Personal Days so that they are accrued - and become accounted for - as regular vacation leave; and,
2. Increase the limit on annual vacation leave to absorb the annual potential increase into the vacation leave accrual limit.

cc: Agency Board

I. PREFACE - These policies are intended to cover the most common situations. The Agency's supervisors and employees shall use their respective best judgment in responding to situations not specifically covered. Employment with the Agency is at-will and nothing in these policies should be construed as establishing a contractual relationship between the employees and the Agency.

II. POSITIONS

A. Classes

1. Durational - employees working full-time, funded by grants for less than one year, who may receive regular employee benefits at the discretion of the PFP.
2. Full-time (FTE) - employees working a full 35 hour week with all benefits; are not funded by a specific grant, nor working with a specific project funding termination date, nor in any other way temporary or part-time.
3. Part-time - includes those who work fewer than 35 hours a week and receive no employee benefits, other than vacation, sick, and holiday time on a pro-rated basis. Employees who work 32 hours or more a week, may be granted full employee benefits at the discretion of the PFP.
4. Probationary - employees with full employment benefits, but without grievance or employment rights who work for the Agency for up to 18 months during which time their suitability for regular full-time employment with the Agency is evaluated.
5. Temporary and Intern - individuals who work for the Agency for fewer than five months, who may be recruited under a simplified Affirmative Action Plan, and who are not eligible for sick or vacation leave, holidays, swap or compensatory time, or personal insurance benefits.

B. Creation - Except as otherwise provided herein, the Personnel, Finance and Program Committee (PFP) has final authority regarding the employment of all staff, except that, the Executive Director has the authority to employ temporary staff and interns.

C. Elimination - The PFP may consider and recommend the elimination of a staff position to the full Agency Board when such a change is justified by financial considerations and/or program activity changes. The full Agency Board has authority to eliminate a position.

D. Supervision - The PFP supervises the Executive Director. The Executive Director, or in an absence, the Deputy Director, supervises and directs staff. The Executive Director may assign supervisory responsibilities to certain staff members.

III. BENEFITS

A. Health Insurance -The Agency pays ninety-five percent (95%) of the cost of physician, hospitalization (semi-private), major medical, and dental insurance for an individual employee as provided by a company selected by the Agency, with the other five percent (5%) being paid by the employee. The Agency will pay ninety percent (90%) of the additional cost of doctor, dentist, and hospitalization insurance for employees who choose an employee-plus-spouse, or a family plan, with the other ten percent (10%) being paid by the employee.

B. Holidays - Each regular full-time employee shall be entitled to the following **eleven (11)** ~~twelve (12)~~ annual holidays:

New Year's Day	One-half day before Christmas
Martin Luther King Day	Christmas Day
President's Day	One-half day before New Year's Day
Memorial Day	~~Floating Holiday (each employee may elect any day off)~~
Independence Day	
Labor Day	Alternative Holiday (each employee may elect either Veteran's Day/Friday after Thanksgiving
Columbus Day	
Thanksgiving Day	

When a holiday occurs on a Saturday, the preceding Friday shall be taken as the holiday. When a

holiday occurs on a Sunday, the following Monday shall be taken as the holiday.

C. Leave

1. Bereavement - The Executive Director may grant an employee up to three bereavement days for the death of an immediate family member. The timing of bereavement leave days shall be granted relative to the staff member's family responsibilities. The term "immediate family member" is defined as a spouse, child, step-child, parent, step-parent, sibling, in-law, grandparent, grandchild, or any member of the household. One day per fiscal year may be granted, for all other funerals.
2. Conference - The Executive Director may approve conference leave for a period covering the duration of a conference, workshop, training course, or special seminar, which an employee asks to attend, and which is undertaken for the enhancement of on-the-job skills or in service to the Agency and its member municipalities. Employees attending such conferences will be paid as though they were working normal hours. No swap, comp, or overtime may be authorized in relation to such activities. Employee expenses for evening or weekend time participating in such activities will be reimbursed, however no swap, comp, or overtime shall be granted for evening or weekend participation in such events.
3. Earned Personal Days - An employee earns a personal day for taking no sick time for three consecutive months. ~~This earned personal leave must be used within six (6) months of accrual.~~
4. Jury Duty - An employee should serve when called for jury duty as a matter of good citizenship, unless there are pressing reasons which make it necessary to be excused. The difference between the employee's salary and the jury fees will be paid by the Agency if prior approval is obtained from the Executive Director.
5. Military Training - An employee who is a member of the National Guard, or organized military reserves of the United States, and who is ordered to attend a period of active duty training shall be allowed two (2)calendar weeks' leave for such purpose. During such leave, employees shall be paid the difference between their regular pay and their military base and longevity pay, if any, so that they will continue to take home the same in pay that they would if they were not on military training leave. Such military leave shall not be deducted from vacation leave or in any other way result in loss of privileges or compensation. All such leaves shall be reported to the Executive Director and justified in advance. No military leave shall exceed two (2) weeks' duration.
6. Sickness - Sick leave begins to accrue at the rate of 3.25 hours per pay period the first full pay period after 30 days from the date of a new employee's start date, and employees may accrue up to a maximum of 490 hours. An employee may use sick leave for illness, or the family needs of a child, spouse, parent or grandchild. A doctor's notification is required after an employee has used more than a third consecutive full day of sick leave. The Executive Director shall authorize the taking of sick leave when an employee must be absent due to illness. Accumulated days of sick leave are cancelled with the termination of employment.
7. Unpaid Absence - It is the intent of the Agency to fully comply with State Law, 31-51cc C.G.S. regarding Family and Medical Leaves and the Federal Family and Medical Leave Act as they apply to agencies of the size of the CCRPA. Full-time Employees may be granted unpaid leaves of absence of up to sixteen (16) weeks within any two year period for the following family and medical leave events: the employee's serious illness, the birth or adoption of a child; an illness of the employee's child, spouse, parent or grandchild. During such leave, the Agency shall pay the employee's proportionate health insurance premium and shall maintain the employee's life insurance coverage. The Executive Director may grant a leave of absence without pay for up to ten (10) working days; leaves in excess of ten (10) working days may only be approved by the

PFP.

8. Vacation - Annual vacation begins to accrue at the rate of ~~3.25~~ **3.51** hours per pay period the first full pay period after 30 days from the date of a new employee's start date. Employees with five (5) years, but less than ten (10) years, continuous full-time employment accrue vacation time at the rate of ~~4.85~~ **5.11** hours per pay period commencing at the pay period closest to the employee's fifth (5) anniversary date. Employees with more than ten (10) years of continuous full-time employment accrue annual vacation at the rate of ~~5.54~~ **5.80** hours per pay period commencing at the pay period closest to their tenth (10) anniversary.

   Up to ~~144~~ **179** hours of vacation time may be accrued, except that the Executive Director may accrue up to ~~179~~ **214** hours. Vacation time shall be taken as approved by the Executive Director to meet, as equitably as possible, each employee's preference, and maintenance of the office work schedule; the Executive Director may not take more than three consecutive weeks of vacation without approval of the Chairman of the Agency Board.

   An employee whose employment terminates shall accrue vacation time to the last day of the preceding full pay period Accrued vacation, not to exceed the allowable accrued time, shall be paid upon termination of employment, except as provided in the paragraph entitled "Resignation."

D. Life Insurance - The Agency will provide life insurance for full-time employees in an amount based on their fiscal year salary, not to exceed $50,000, in such amount as the PFP shall determine from time to time Employees become eligible for coverage on the first day of the month following the satisfactory completion of their probation.

E. Overtime

1. Swap time - Administrative and secretarial staff may earn and use swap time with approval of the Executive Director. Swap time will be granted as time off, or paid overtime, at time and-a-half. Swap time earned must be paid out or used within 30 days of accrual; and no more than 35 hours may be accrued at any time.
2. Compensatory ("comp") time - Professional staff (excluding the Executive Director, Office Manager/Bookkeeper, and secretarial staff) may accrue comp time for work undertaken, and for meetings attended, outside of regular working hours. Comp time will be granted as time off on an hour for hour basis. Except for comp time earned during attendance at a meeting in which a staff member is required to directly participate, comp time may only be earned, or used, with the prior approval of the Executive Director. In making decisions on requests for the use of comp time, the Executive Director will consider maintenance of the office work schedule and each employee's preference. No more than 35 hours of comp time may be accrued at any time.

F. Retirement - The PFP may recommend, and the Agency may, from time to time, adopt and/or change the employees' Retirement Program.

G. Salaries and Wages - Salaries and wages will be determined annually as part of the budget process. Salaries and wages for new hires, promotions, and changes in work hours may be determined during the year. Unless specifically otherwise approved, all salary changes will be effective the first pay period in July.

   Salaries shall be paid on alternate Thursdays. When a payday falls during an employee's vacation, holiday, swap or compensatory time off, upon request, the employee's paycheck may be issued on the last working day preceding the beginning of that individual's non-work day.