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COMMISSION

STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION

In the Matter of JCJ Architecture, Inc., Hartford

File No. 2008-120

AGREEMENT CONTAINING CONSENT ORDER AND PAYMENT OF A
PENALTY FOR A VIOLATION OF CONNECTICUT GENERAL STATUTES
§ 9-601a (a)(10)(B).

This agreement by and between JCJ Architecture, Inc., hereinafter referred to as the Respondent, and the authorized representative of the State Elections Enforcement Commission is entered into in accordance with General Statutes § 4-177 (c) and Section 9-7b-54 of the Regulations of Connecticut State Agencies. In accordance herewith, the parties agree that:

1. On August 27, 2008, the Commission authorized the investigation of, among other things, whether any state elections laws were violated by the Respondent in connection with a payment it made to the Trumbull Democratic Town Committee ("TDTC") in July of 2007.
2. The Respondent is a Connecticut corporation whose work includes a diverse mix of both public and private architectural design projects.
3. On July 19, 2007, the TDTC held a fundraising dinner. The Respondent purchased from the TDTC \$250 worth of advertising space in the program booklet for that dinner.
4. The Respondent asserts that that purchase was orchestrated by James LaPosta. At that time, Mr. LaPosta was the Respondent's chief executive officer. Mr. LaPosta maintains that a friend urged him to purchase the advertising space on the Respondent's behalf.
5. Mr. LaPosta maintains that he intended the proceeds of the advertising space purchase to support the candidacy of Ray Baldwin, who was running for First Selectman in the Town of Trumbull in the November 2007 municipal election. In his Candidate Registration Statement (SEEC Forms 1 and 1B), Mr. Baldwin designated the TDTC as the sole funding source for his candidacy.
6. General Statutes § 9-601a (b)(10)(B) provides that the following payment is not a "contribution" for the purposes of Chapter 155 of Connecticut General Statutes:

The purchase of advertising space which clearly identifies the purchaser, in a program for a fund-raising affair sponsored by a town committee, provided the cumulative purchase of such space does not exceed two hundred fifty dollars from any single town committee in any calendar year

if the purchaser is a business entity or fifty dollars for purchases by any other person. . . .

7. However, that provision further provides that:

Notwithstanding the provisions of this subparagraph, the following may not purchase advertising space in a program for a fund-raising affair sponsored by a town committee: (iii) a state contractor As used in this subparagraph, “state contractor” . . . have the same meanings as provided in subsection (g) of section 9-612 [Emphasis added.]

8. Thus, while a business entity’s purchase from a town committee of advertising space for a program booklet which does not exceed \$250 is not a contribution, that purchase is still prohibited if the purchaser is also a “state contractor.”

9. General Statutes § 9-612 (g) as amended by Public Act 2007, No. 07-1, defines “state contractor” as follows:

(D) “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. . . .

10. Section 9-612 (g)(1) further provides that:

(B) “State agency” means any office, department, board, council, commission, institution or other agency in the executive or legislative branch of state government.

(C) “State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through the 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, . . . (iii) the construction, alteration or repair of any public building or public work

11. The Respondent admits that it was a “state contractor,” as that term is defined in General Statutes § 9-612 (g)(1)(D), at the time it purchased the advertising space from the TDTC. Specifically, the Respondent had three open contracts with the Department of Public Works. Contract numbers CF-RW-277-DB-CO, CF-RS-222-A, and BI-JD-253 were opened on March 2, 2004, June 5, 2000, and February 29, 2000, respectively, and remained open during entire the calendar year 2007.

12. As a "state contractor" in July, 2007, the Respondent was not therefore permitted to purchase advertising space from the TDTC for its July 19, 2007 fundraiser program. See General Statutes § 9-601a (b)(10)(B). As a consequence of making said purchase, the Respondent violated General Statutes § 9-601a (b)(10)(B).
13. The Respondent maintains that its violation of the aforementioned election laws was unintentional and resulted from its misunderstanding of the law. It asserts that it believed it was making a purchase that benefitted a municipal candidate - specifically, Ray Baldwin - and, as such, was not running afoul of any election law. The Commission acknowledges that had Mr. Baldwin chosen to finance his candidacy by forming a candidate committee instead of being funded by the party committee, the Respondent's purchase of advertising space from that candidate committee would have been permitted.
14. The Respondent admits all jurisdictional facts and agrees that this Agreement and Order shall have the same force and effect as a final decision and Order entered after a full hearing and shall become final when adopted by the Commission. The Respondent shall receive a copy hereof as provided in Section 9-7b-56 of the Regulations of Connecticut State Agencies.
15. It is understood and agreed that this agreement will be submitted to the Commission at its next meeting and, if it is not accepted by the Commission, it is withdrawn by the Respondent and may not be used as an admission in any subsequent hearing, if the same becomes necessary.
16. The Respondent waives:
 - (a) any further procedural steps;
 - (b) the requirement that the Commission's decision contain a statement of findings of fact and conclusions of law, separately stated; and
 - (c) all rights to seek judicial review or otherwise to challenge or contest the validity of the Order entered into pursuant to this agreement.
17. Upon the Respondent's compliance with the Order hereinafter stated, the Commission shall not initiate any further proceedings against the Respondent pertaining to this matter.

ORDER

IT IS HEREBY ORDERED THAT the Respondent shall henceforth strictly comply with the requirements of Connecticut General Statutes § 9-601a (a)(10)(B).

IT IS HEREBY FURTHER ORDERED THAT the Respondent shall pay a civil penalty of two thousand dollars (\$2,000.00) to the Commission on or before November 19, 2008.

For the State of Connecticut,

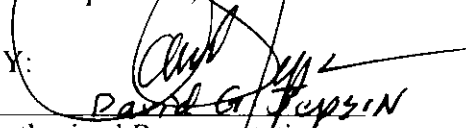
DATED: 11/7/08

BY: 

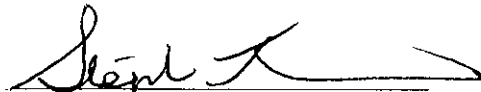
Joan M. Andrews, Esq.
Director of Legal Affairs &
Enforcement and
Authorized Representative of the
Commission
20 Trinity Street, Suite 101
Hartford, Connecticut

The Respondent,

DATED: 11/6/08

BY: 
Print Name: David G. Jepsin
Authorized Representative
JCJ Architecture, Inc.
38 Prospect Street
Hartford, CT 06103

Adopted this 19th day of November, 2008 at Hartford, Connecticut by a vote of the Commission.


Stephen F. Cashman, Chairperson
By Order of the Commission