

AUG 17 2015

ENFORCEMENT COMMISSION

STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION

In the Matter of a Complaint by Curtis Robinson,
Southington

File No. 2014-169

AGREEMENT CONTAINING CONSENT ORDER

This agreement by and between Curtis Robinson of the Town of Southington, County of Hartford, State of Connecticut (hereinafter "Respondent") and the authorized representative of the State Elections Enforcement Commission is entered into in accordance with Section 9-7b-54 of the Regulations of Connecticut State Agencies and Section 4-177(c) of the General Statutes of Connecticut. In accordance herewith, the parties agree that:

1. Complaint was self-reported by Curtis Robinson, by an affidavit prepared by his attorney Kevin N. Reynolds. Respondent indicated that he was a principal of C & R Development Co. (hereinafter "Company"), a company that "... has a 25 Year contract with the Connecticut Airport Authority, a quasi-public state agency."
2. Further, Attorney Reynolds indicated on behalf of his client that "[Mr. Robinson] believes that he made a contribution to a state representative candidate committee and a contribution to a party committee in violation of Conn. Gen. Stats. § § 9-612 *et seq* and 9-704 (c) (1)."
3. Respondent claims he indicated erroneously that he was not a state contractor to the recipient committees, based on his lack of specific understanding of the prohibitions of the state contractor ban. Respondent has no prior history with the Commission.
4. By way of background, the contract between the Company and the Connecticut Airport Authority began in October 1985 and was originally negotiated with the predecessor to that quasi-public agency, the Department of Transportation. The contract with the Connecticut Airport Authority ends in December 2022. The Connecticut Airport Authority was established in July 2011 to develop, improve and operate Bradley International Airport as well as Connecticut's five general aviation airports (Danielson, Groton-New London, Hartford-Brainard, Waterbury-Oxford and Windham).
5. The Connecticut Airport Authority is a quasi-public agency under the Executive Branch and facilitates development of services for airport operations and physical plants throughout the aforementioned Connecticut airports. The Company offers public and private sector project management staff and administrative support as well as staffing and administration for continuing operations of public and private business and entities at the airports. Under its contract with the Connecticut Airport Authority, the Company operates various shops and stores within the terminals of Bradley International Airport. The Company appears on the Commission's "*List One – State Contractors Prohibited from Contributing to both State Wide and General Assembly Candidates.*"

6. Respondent reported making the following contributions that were confirmed upon independent analysis and in the course of investigation:

| | | |
|-------------------------------------|---------|----------|
| Working Families Campaign Committee | \$3,000 | 10/28/11 |
| Zoni for State Representative | \$100 | 04/24/14 |

7. General Statutes § 9-612 provides in pertinent part:

...
(F) "**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,**

...
(2)(A) No state contractor, prospective state contractor, **principal of a state contractor** or principal of a prospective state contractor, **with regard to** a 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**, or solicit contributions 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;**

(B) 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 a state contract solicitation with or from the **General Assembly** or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to, or, on and after January 1, 2011, 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 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;

*(C) If a state contractor or principal of a state contractor makes or solicits a contribution prohibited under subparagraph (A) or (B) of this subdivision, as determined by the State Elections Enforcement Commission, the contracting state agency or quasi-public agency may, in the case of a state contract executed on or after the effective date of this section may void the existing contract with said contractor, and no state agency or quasi-public agency shall award the state contractor a state contract or an extension or an amendment to a state contract for one year after the election for which such contribution is made or solicited **unless the commission determines that mitigating circumstances exist concerning such violation.** No violation of the prohibitions contained in subparagraph (A) or (B) of this subdivision shall be deemed to have occurred if, and only if, **the improper contribution is returned to the principal by the later of thirty days after receipt of such contribution by the recipient committee treasurer or the filing date that corresponds with the reporting period in which such contribution was made, ...***

[Emphasis added.]

8. The Commission concludes that Respondent Curtis Robinson is a “principal” of a state contractor as President of the Company and therefore covered by the state contractor ban pursuant to General Statutes § 9-612 (g) (1) (F) (ii). It follows that Respondent was banned from making political contributions to a party committee, the definition of which includes a town committee, pursuant to § 9-612 (f) (2) (A) (iii). Further, the Respondent was banned from making contributions to a candidate committee for the office of state representative pursuant to § 9-612 (f) (2) (A) (i).
9. The Commission concludes therefore that Respondent’s contribution to the Working Families Campaign Committee, party (state) committee, was therefore prohibited by the state contractor contribution ban and made in violation of General Statutes § 9-612 (f) (2) (A) (iii). The Commission further concludes that Respondent’s contribution to Zoni for State Representative, a candidate committee for the office of state representative, was therefore prohibited by the state contractor ban and made in violation of § 9-612 (f) (2) (A) (i).

10. The Commission considers it aggravating, for purposes of weighing and imposing potential civil penalties in this instance, that Respondents' contributions were made well after the 2005 passage of the state contractor ban *and* included contributions made in the maximum amount of \$3,000.00 from an individual to a party (state) committee and \$100.00 from an individual to a candidate for state representative participating in the Citizens' Election Program.
11. The Commission finds that pursuant to General Statutes § 9-612 (f), a separate "mitigating circumstances" analysis is not reached unless the Commission determines that a violation has occurred. Therefore, the Commission finds that the violations by Respondent of the state contractor contribution ban, as detailed herein, allows the Commission to determine whether *mitigating circumstances* exist concerning such violations pursuant to General Statutes § 9-612 (f) (2) (C).
12. General Statutes § 9-612 (f) (2) (C) provides possible relief from the mandatory contract penalty, and allows the Commission to determine whether mitigating circumstances exist concerning the violation. If mitigating circumstances are found by the Commission, the contractual penalty is not automatic, but the awarding agency retains discretion to amend a contract or award a new contract. The agency may still void a contract at its discretion if a violation of § 9-612 (f) (2) (C) occurs, even if mitigating circumstances are found pursuant to that section.
13. In determining whether circumstances are "mitigating," the Commission deems it necessary to consider any circumstances pertaining to the contributions by Respondent, as well as contracts and agreements between the Company and the Connecticut Airport Authority that would, although not excusing the conduct, tend to reduce or militate against the harm of pay-to-play and/or influence peddling the state contractor contribution ban is designed to prevent.
14. Specifically, the Commission has consistently and historically determined that pursuant to General Statutes §9-612 (f) the state contractor ban is designed to eliminate the undue influence over the awarding of contracts that principals of state contractors who make contributions to candidate committees for statewide office and/or party committees could wield over those state actors awarding such contracts and to prevent the awarding of contracts in exchange for campaign contributions and various pay-to-play campaign finance schemes. *See In the Matter of a Complaint by Carla Squatrito, et al.*, File No. 2010-112; *In the Matter of a Complaint by Gerald T. Weiner, et al.*, File No. 2010-099; *In Re David Baxter, et al.*, File No. 2009-080; *In Re Charles Shivery*, File No. 2007-381; *In the Matter of Ronald Nault and Luchs Consulting Engineers, LLC*, File No. 2007-353; *In Re JCJ Architecture*, File 2008-120; *In Re Antinozzi Associates*, File No. 2014-009, and *In the Matter of a Complaint by Raymond Baldwin, Trumbull*, File No. 2015-009.

15. The Commission, finds after investigation, that there is a lack of evidence that the recipients of prohibited contributions by Respondent had any nexus with, or ability to influence, the awarding contracts or contract amendments or extensions between the Company and the Connecticut Airport Authority, which contract began in October 1985 and was originally negotiated with the predecessor to that quasi-public agency, the Department of Transportation.
16. Additionally, and upon investigation, the Commission finds a lack of evidence that the contributions described in this agreement were made in connection with any requests for or offers of assistance between the Working Families Campaign Committee or Zoni for State Representative candidate committee and/or their agents and representatives and the Respondent pertaining to the Company's existing contract with the quasi-public agency Connecticut Airport Authority, which runs through December 2022 and was previously assumed by the Connecticut Airport Authority at its establishment in July 2011.
17. Pertaining to Respondent and his prohibited contributions detailed herein, the Commission determines that the following *mitigating circumstances* exist:
 - (1) Respondent consulted counsel regarding the contributions he made and upon learning of potential campaign finance violations caused this complaint to be filed on his behalf;
 - (2) The party (state) committee and/or their representatives or agents that Respondent contributed to were not involved in obtaining the contract between the Company and the Connecticut Airport Authority;
 - (3) The candidate for state representative, his committee and/or their representatives of agents that Respondent contributed to were not involved in obtaining contracts between the Company and the Connecticut Airport Authority;
 - (4) If the Company is barred from performing or continuing its current obligations under its contract with the Connecticut Airport Authority it will potentially lead to various "hardships" to that state quasi-public agency and substantial additional costs to the taxpayers because of such hardships; and,
 - (5) The detrimental effects of "pay-to-play" relationships and/or influence peddling schemes, that result in the awarding of state contracts in exchange for political contributions, which General Statutes § 9-612 (f) was enacted to combat, were not present under these specific facts and circumstances relating to Respondent, the Connecticut Airport Authority, and the prohibited contribution recipient committees.

18. The Commission concludes pursuant to General Statutes § 9-612 (f) (2) (C) that mitigating circumstances existed pertaining to the violations found in connection with the contributions by Respondent to Working Families Campaign Committee and the Zoni for State Representative, such that the Company is not statutorily barred from continuing, effectuating or otherwise implementing existing contracts or contractual obligations between it and the Connecticut Airport Authority.
19. The Commission determines after investigation that the policy behind General Statutes § 9-612 (f) to address “pay-to-play” and/or influence peddling schemes relating to campaign contributions and the awarding of state contracts was not circumvented under these narrow facts and circumstances and therefore allowing the Company to continue its contractual relationships and obligations with the Connecticut Airport Authority does *not* compromise the state’s interests to insure integrity in its campaign financing system.
20. Accordingly, the Commission concludes that these mitigating circumstances concerning the violations by Respondent do *not* bar the Connecticut Airport Authority pursuant to General Statutes § 9-612 (f) (2) (C) from negotiating or fulfilling its contracts or other contractual obligations with the Company and that the Connecticut Airport Authority as a quasi-public agency may exercise discretion consistent with authority under § 9-612 (f) (2) (C).
21. 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. Respondent shall receive a copy hereof as provided in Section 9-7b-56 of the Regulations of Connecticut State Agencies.
22. 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 Respondents and may not be used by either party as an admission in any subsequent hearing, if the same becomes necessary.
23. 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.

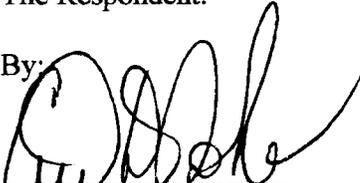
24. Upon Respondent's compliance with the Order hereinafter stated, the Commission shall not initiate any further proceedings against Respondent pertaining to this matter, and this agreement and order does not serve as a prospective ban on future contracts between Respondent and state agencies.

ORDER

IT IS HEREBY ORDERED THAT the Respondent shall henceforth strictly comply with the requirements of General Statutes § 9-612 (f).

IT IS HEREBY FURTHER ORDERED THAT the Respondent shall pay a civil penalty in the amount of ~~one thousand~~ seven hundred-fifty dollars (\$~~1,000~~750.00) to the Commission on or before August 14, 2015.

The Respondent:

By: 
Curtis Robinson
510 Mount Vernon Road
Plantsville/Southington, Connecticut
the State

Dated: 8/17/15

For the State of Connecticut:

By: 
Michael J. Brandi, Esq.,
Executive Director and General Counsel and
Authorized Representative of

Elections Enforcement Commission
20 Trinity Street, Suite 101
Hartford, Connecticut

Dated: 8/17/15

Adopted this 18th day of August, 2015 at Hartford, Connecticut


Anthony J. Castagno, Chairman
By Order of the Commission

**RECEIVED
STATE ELECTIONS**

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ENFORCEMENT COMMISSION