

**ADDENDUM  
TO  
AGENDA**

**CITY COUNCIL MEETING**

**MONDAY, OCTOBER 18, 2010**

7:00 p.m.

City Council Chambers, City Hall - 45 Lyon Terrace  
Bridgeport, Connecticut

**ADDED:**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 151-09** Communication from City Attorney re Proposed Agreement with Panuzio & Giordano Public Affairs, LLC for Federal Lobbying Services, referred to Contracts Committee.
- 152-09** Communication from City Attorney re Proposed Intermunicipal Agreement with the Town of Trumbull for the Provision of Police, Fire and Emergency Medical Services to the Fairchild-Wheeler Memorial High School, referred to Ordinance Committee.

AGENDA

CITY COUNCIL MEETING

MONDAY, OCTOBER 18, 2010

7:00 P.M.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE  
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

Presentation by Jeffrey C. Williams, Publisher – “Bridgeport By The Sea”  
calendars.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: September 20, 2010

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 149-09** Communication from Airport Manager re Proposed Agreement with Vector-US, Inc. to provide General Aviation Billing, Servicing and Collecting Services for the City, referred to Contracts Committee.
- 150-09** Communication from City Attorney re Twenty day notice to Settle Litigation pursuant to Municipal Code Section 2.10.130: Jessica Delvalle **ACCEPTED AND MADE PART OF THE RECORD.**

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 18, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

<b>NAME</b>	<b>SUBJECT</b>
Radmila Dobrijevic 287 East Avenue Bridgeport, CT 06610	Neighborhood Problems
Felix Kouakau 299 East Avenue Bridgeport, CT 06610	Neighborhood Problems
Robert Hempel 289 East Avenue Bridgeport, CT 06610	Neighborhood Problems

**CITY COUNCIL  
PUBLIC SPEAKING SESSION  
MONDAY, OCTOBER 18, 2010  
6:30 pm**

**ATTENDANCE:** Council members: Brannelly, M. McCarthy, Taylor-Moye, T. McCarthy, Lyons, Vizzo-Paniccia, Bonney, dePara, Silva, M. Ayala, Martinez, Paoletto, Curwen, Baker, Holloway

**ABSENT:** Council members: A. Ayala, Brantley, Walsh, Austin, Blunt

Council President McCarthy called the public speaking session to order at 6:44 pm.

He apologized for starting the public speaking session late. He announced that the reason for the emergency meeting was that the city had received an award for the TIGER Grant in the amount of \$11 million, which is hugely important for the Steel Pointe development. He expressed that it was time well spent, because the project will now happen.

The city clerk took the roll call and announced there was a quorum.

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**NAME**

**SUBJECT**

Radmila Dobrijevič  
287 East Avenue  
Bridgeport, CT 06610

Neighborhood Problems

Ms. Dobrijevič stated she spoke at the last meeting. She said that Captain Perez has done a good job policing the area day and night, although there is still some vandalism, but the situation is much better. She expressed that she was surprised at the police getting involved, but she felt that more was needed to address the issues that are still going on. She further spoke about helping the youth by means of training programs. She felt that the programs will help keep the youth out of trouble. Overall, the situation is much better.

Council President McCarthy mentioned that she should talk to Elaine Ficarra regarding any additional comments.

Felix Kouakau  
299 East Avenue  
Bridgeport, CT 06610

Neighborhood Problems

It was stated that this speaker wasn't present.

Robert Hempel  
289 East Avenue  
Bridgeport, CT 06610

Neighborhood Problems

It was stated that this speaker wasn't present.

*The following are other speakers that signed up tonight:*

Charles Coviello

Varied Topics

Mr. Coviello stated that the murder that was committed on Barnum Avenue had been followed up on. He stated that it was good the police are doing their job.

He further talked about the youth and the importance of saving programs that have helped in the past; such as the Peer Program at Central High School. He spoke about the issue of youth on the verge of drug abuse and other destructive behaviors and he stressed that they needed to keep the program active on a regular basis. He noted that the program could also be done at Bassick High School and Harding High School. He emphasized that the students that have participated in the program have gone on to attend college and they have become better citizens. He further emphasized that they need to keep the program going on a daytime basis. He said he thought the program was canceled due to cuts in funding. He urged the council to request that the Board of Education to please save the program, because it keeps kids out of the hallway, off the street and back in the classroom. He noted that one social worker's salary is well worth keeping the program alive. He was adamant that it was crucial to "Save the Kids"!

Cheyenne Myers

Peer Program

Ms. Myers spoke about transferring to Central High School in 2008. She expressed that when she was at the school, there was a lot of drugs and the dropout rate was high. She said she was introduced to the Peer Program that helps and benefits all students who have made changes and have progressed in so many different ways. She said that the fact that the program is being taken away is bothersome. She further shared that she was able to graduate in three years and this was because she was encouraged by someone who mentored and guided her in the program. She expressed that this would never have happened if it wasn't for the program. She further shared stories of some of the other students who were on the verge of destruction, but their lives were turned around through

involvement with the program. She emphasized that the peer counselors were extremely crucial in helping the students. She noted how some kids are skipping school to get high and drink; so that's why it's important to keep the program active day to day. She highlighted that many problems kids encounter later in life have to do with their involvement with drugs early in life. However, if the program was allowed to remain, she felt some of this could be avoided. She stressed that they need to bring the program back, to applause!

Another graduate in 2008 from Central High School spoke personally about how the program helped her when she was using drugs and skipping class. She expressed that the peer counselors also touch on topics such as teen pregnancy and they guide them to avoid pitfalls. She asked the city council to help keep the program alive. She further expressed that the counselors were extraordinary!

*Council President McCarthy asked her to give her name and address to Tom White.*

Cecil Young

Topic not identified

Mr. Young stated that he was upset over the fact about the person that spoke about the crime on East Avenue and he was glad she had a good outcome with the problem being addressed. He went on to thank Council members Baker and Holloway for inquiring about the youth that was killed and that they pursued the demand for an investigation.

He further spoke about being clearly heard when he addressed the council. He once again spoke about the issue of being a taxpayer and how the problem of the raw sewage still hasn't been investigated at P.T. Barnum. He stressed that some answers need to be found to his complaints. He noted that preferential treatment should be given to anyone, but as a taxpayer, he asked to be given the same respect extended to others when they bring issues forward. And he requested that his complaints be responded to as well.

Mr. Ethan

Topic not identified

He stated he lived at 131 Vine Street. He said that he temporarily resided in Bridgeport and has a political campaign going in the city. He stated that he moved to Connecticut in 1983 to Fairfield from the Dominican Republic and he was recognized early on as being a specialist in alternative energy. He noted that he was a current candidate for the U.S. Senate.

He went on to talk about the limousine service that he operates. He explained that he had one of the vehicles parked between Vine Street and Sanford Place. One night, he found the vehicle gone, so he call 911 and he was told the vehicle had been towed to Jerry's Auto. He then found out the vehicle was seized, because it was perceived to be stolen. He

said that his neighbor saw the vehicle taken away and they told Jerry's Auto not to tow it, because it belonged to a U.S. Senator. He subsequently found out that he had unpaid parking tickets that he said he was glad to pay; however, he doesn't have any records as back up. He mentioned the storage fees that have accumulated, because he didn't feel the vehicle should have been towed to begin with. Mr. Ethan read an excerpt from a book written by Randy Barrett in reference to constitutional rights and the problem of excess of government. He requested that the city council consider the matter and he asked them to assist in the matter of getting his vehicle back.

The public hearing session ended at 7:20 pm.

## CITY COUNCIL MEETING

Monday, October 18, 2010

7:00 pm.

City Council Chambers, City Hall - 45 Lyon Terrace  
Bridgeport, Connecticut

ATTENDANCE: Council members: Brannelly, M. McCarthy, Taylor-Moye, Walsh, T. McCarthy, Austin, Lyons, Vizzo-Paniccia, Bonney, Blunt, dePara, Silva, M. Ayala, Martinez, Paoletto, Curwen, Baker, Holloway

ABSENT: Council members: A. Ayala, Brantley

Mayor Finch called the meeting to order at 7:21 pm.

Prayer The prayer was offered by Charles Coviello.

Pledge of Allegiance The pledge was led by Council member M. McCarthy

Roll Call The city clerk took the roll call and announced there was a quorum.

Council President McCarthy announced that Council member Brantley wasn't in attendance because she had a work obligation. And Council member A. Ayala was out of town for a training seminar.

Presentation by Jeffrey C. Williams, Publisher – "Bridgeport By The Sea" calendars.

Mayor Finch stated that it was a beautiful calendar. He urged everyone to purchase it at a cost of \$12.00.

Mr. Williams thanked the city council for allowing him to speak tonight. He recalled that the calendar was started to help improve the image of the city. He noted that the pictures show Bridgeport as it once was and could be again under the right circumstances. He further noted that it was the 75<sup>th</sup> anniversary. He urged everyone to purchase a calendar at the Barnum Museum to support the restoration of the museum.

Mayor Finch expressed his gratitude to Mr. Williams for the positive work he has done. He urged him to keep up the good work.

### MINUTES FOR APPROVAL:

Approval of City Council Minutes: September 20, 2010

City of Bridgeport  
City Council Meeting  
October 18, 2010  
Page 5 of 11

**\*\* COUNCIL MEMBER SILVA MOVED TO ACCEPT THE MINUTES**

**\*\* COUNCIL MEMBER M. McCARTHY SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**\*\* COUNCIL MEMBER HOLLOWAY MOVED TO REFER COMMUNICATIONS TO COMMITTEES**

**\*\* COUNCIL MEMBER T. McCARTHY SECONDED**

**149-09** Communication from Airport Manager re Proposed Agreement with Vector-US, Inc. to provide General Aviation Billing, Servicing and Collecting Services for the City, referred to Contracts Committee.

**150-09** Communication from City Attorney re Twenty day notice to Settle Litigation pursuant to Municipal Code Section 2.10.130: Jessica Delvalle **ACCEPTED AND MADE PART OF THE RECORD.**

**\*\* MOTION PASSED UNANIMOUSLY**

**ADDED:**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**\*\* COUNCIL MEMBER T. McCARTHY MOVED TO REFER THE ADDED COMMUNICATIONS TO COMMITTEES**

**\*\* COUNCIL MEMBER M. McCARTHY SECONDED**

**151-09** Communication from City Attorney re Proposed Agreement with Panuzio & Giordano Public Affairs, LLC for Federal Lobbying Services, referred to Contracts Committee.

**152-09** Communication from City Attorney re Proposed Intermunicipal Agreement with the Town of Trumbull for the Provision of Police, Fire and Emergency Medical Services to the Fairchild-Wheeler Memorial High School, referred to Ordinance Committee.

**\*\* MOTION PASSED UNANIMOUSLY**

**OTHER BUSINESS:**

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO SUSPEND THE RULES TO ADD  
ITEM # 144-09 TO THE AGENDA  
\*\* COUNCIL MEMBER CURWEN SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO APPROVE ITEM # 144-09  
AGREEMENT WITH INTECH HEALTH VENTURES TO PROVIDE  
ADMINISTRATIVE SERVICES FOR THE EARLY RETIREE REINSURANCE  
PROGRAM FOR COVERED RETIREES OF THE CITY & BOARD OF  
EDUCATION FOR THE TERM OF THREE YEARS**

He stated that the item went before the committee and it passed unanimously, but it missed the agenda deadline.

**\*\* COUNCIL MEMBER SILVA SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER BRANNELLY MOVED TO SUSPEND THE RULES FOR THE  
PURPOSE OF ADDING ITEM # 142-09 TO THE AGENDA  
\*\* COUNCIL MEMBER CURWEN SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER BRANNELLY MOVED TO APPROVE ITEM # 142-09 GRANT  
SUBMISSION: TIGER II INFRASTRUCTURE SURFACE TRANSPORTATION  
GRANTTO FUND STEEL POINTE HARBOR ROADWAY IMPROVEMENT  
PROJECTS.**

She stated that the item should have been on the consent calendar, but they needed to hold the Public Safety & Transportation Committee meeting that was conducted earlier tonight.

**\*\* COUNCIL MEMBER CURWEN SECONDED**

Council member Walsh stated that the committee meeting was suppose to take place two weeks ago, but had a conflict and couldn't attend. He said he wasn't notified of the rescheduled meeting and then he found out the meeting was held tonight without any notice to him. He stressed that he felt slighted by this, because he had some questions about the matter.

**\*\* COUNCIL MEMBER WALSH MADE A MOTION TO SUSPEND THE RULES TO  
HOLD AND HONOR THE COMMITTEE MEETING**

**There was no second to the motion**

Mayor Finch emphasized the importance of receiving and accepting the \$11 million grant they received for the project development.

Council member Walsh stated that he would be happy to do that, as long as the developers submit a letter to forfeit the right to develop, per the credit risk of selling off the property.

Mayor Finch commented that it would be foolish not to accept the \$11 million.

Council member Brannelly stated that she understood, according to the city clerk that the entire city council received notice of the special Public Safety & Transportation Committee that was held tonight. She added that the questions Council member Walsh submitted were addressed during that meeting. She further spoke about the process they went through during the meeting tonight and she expressed that they were all proud of approving the resolution and breathing life into the project. She said they were anxious to see the project get started and move forward. She expressed that they were bless that they were awarded the money. She went on to congratulate all the parties involved in the grant submission and she was glad that life was finally being put into the project.

Mayor Finch stated that if it was not for the efforts of Senator Dodd and Congressman Himes to receive the grant, he would be remiss to mention them. He recalled that this was the first round of the TIGER Grant that Bridgeport hasn't received in the past. He further noted that because of the hard work of the collective efforts of Senator Dōdd and Congressman Himes, he was glad that it is the largest grant they ever received. He also mentioned the Central Grants Office and Alanna Kabel who was also instrumental in burning the midnight oil to get the grant for the city. He also mentioned Alexandra McGoldrick for her dedication through the process. Overall, he said it was an historic time for Bridgeport.

Alanna Kabel approached the council to explain that she worked closely with Steve Tyliszczak. She stated that the project was crucial for the city and that \$1.9 million in applications were submitted. She said that Bridgeport was lucky to receive the grant. She further stated that there will not be one nickel of city money put into the project and they were not asking for authorization to use city funds. She clarified that a matching fund is required, but it will be paid through the tax district. And when the bill is due, it will be drawn out of the federal source and tax district. She made it clear that **no city money is involved.**

Council member Lyons clarified that a letter was sent on October 15 about the special meeting held tonight. She emphasized that anyone that had questions was welcome to attend the meeting, as was done by Council member Baker who asked numerous questions. She also thanked everyone that was involved with the Steel Pointe project and she said she expected it will be a big success.

Mayor Finch stated that the proposed agreement was forwarded to the city council and he thanked the development team for their involvement and cooperation.

Council President McCarthy stated for the record that he received notice of the special meeting by mail and email, so the co-chairs did a good job making sure everyone received the notice. He also expressed his pleasure at seeing the project come to fruition.

Mayor Finch thanked Michelle Obama for her support of the project.

Council member Baker stated that Mayor Finch shouldn't minimize the questions and concerns that Council member Walsh had. He further noted that he was still leery about who will make up the difference in costs and he would like more detail in writing in regard to how the entire process will work. He stressed that serious money was involved that the city doesn't have and he felt it would be a problem down the line to the city, if they have to pay back the grant. He stated that he would vote against the item until he receives more details concerning insurance to cover the city's back.

Council member Martinez thanked Mayor Finch for all the work into receiving the grant money. She also thanked Alanna Kabel for her hard work. She stressed that she wasn't afraid the money would go into the wrong hands. She highlighted that the Steel Pointe project will bring jobs and change to the east end of Bridgeport.

**\*\* COUNCIL MEMBER WALSH MOVED TO AMEND THE RESOLUTION RE: THAT THE DEVELOPER POST AN IRREVOCABLE LETTER OF CREDIT FOR THE FULL AMOUNT OF THE MATCH WITHIN FORTY-EIGHT HOURS OF THE FEDERAL FUNDS BEING MADE AVAILABLE. AND IF THEY SHOULD FAIL TO DO SO, OR IF THEY ALLOW THE LETTER TO LAPSE; THEN THE DEVELOPERS MUST FORFEIT ALL DEVELOPMENT RIGHTS TO STEEL POINTE. THE LETTER MAY BE REDUCED BY THE FUNDS GENERATED BY THE REVENUE DISTRICT.**

**\*\* COUNCIL MEMBER BAKER SECONDED**

Council member Walsh stated that the reason for his amendment was to guarantee the taxpayers and assure that they aren't put on the hook for the amount of the match. He pointed out that there will not be any taxable revenue until the tenants go into the property, so there is a risk of the bonding and the city match being affected. He further offered the amended to send the message to the taxpayer that the city council covered them.

Attorney Pacacha addressed the Mayor and the city council. He clarified that it was a complicated financial deal, but if the city council approved the LDA (Land Disposition Agreement) for Steel Pointe, the thing that it will come back to is the Inter-Model Agreement to divide it three different ways: 1) Pertains to the protection of the city's rights 2) pay off the bonds raised by selling of the bonds. This includes any leases by minor and major tenants. 3) Paid through city taxes and the developer doesn't guarantee the match, it's the city's responsibility to pay for the infrastructure.

Council member Baker mentioned that he didn't appreciate the Mayor discounting his and Council member Walsh's comments.

Council member Baker asked Attorney Pacacha what the time frame was for the monies that will be generated. Attorney Pacacha said the developer will maintain the tenant commitments, and when they secure the leases, this will form the basis for the bonds to be sold. If all goes as anticipated, when the Inter-Model Agreement comes forward within the next months, he expects the potential sale of the bonds during early 2011.

Council member Baker posed a question based on the agreement with the developer per Council member Walsh's amendment, he asked if it could be implemented. Attorney Pacacha said it would violate the agreement, because all the aspects of the project were agreed upon and there is no obligation to produce a performance bond.

Mayor Finch reiterated that it would be foolish not to receive the \$11 million.

Council member Curwen stated that the documents were gone over in the last two years and they were very overwhelming. He said he understood the concerns, but he stressed that if the documents were read, a lot of the questions were answered. He agreed to some degree that the state delegation helped put the plan into action. He further expressed that the matter involves \$11 million with no strings attached, although he wished they had the agreement prior. Overall, he felt confident that the federal government has some oversight and he urged everyone to make the clock start moving and get the project started.

\*A roll call vote was taken on the amendment put forth by Council member Walsh

\*\* **MOTION FAILED WITH TWO VOTES IN FAVOR AND SIXTEEN VOTES IN OPPOSITION (COUNCIL MEMBERS: BRANNELLY, M. McCARTHY, TAYLOR-MOYE, T. McCARTHY, AUSTIN, LYONS, VIZZO-PANICCIA, BONNEY, BLUNT, dePARA, SILVA, M. AYALA, MARTINEZ, PAOLETTO, CURWEN, HOLLOWAY)**

Mayor Finch returned to the **original motion** to accept and approve the resolution for the \$11 million grant.

\*\* **COUNCIL MEMBER BRANNELLY MOVED TO APPROVE ITEM 142-09 GRANT SUBMISSION: TIGER II INFRASTRUCTURE SURFACE TRANSPORTATION GRANT TO FUND STEEL POINTE HARBOR ROADWAY IMPROVEMENT PROJECTS.**

\*\* **COUNCIL MEMBER CURWEN SECONDED**

\*\* **MOTION PASSED WITH SIXTEEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITION (COUNCIL MEMBERS: BAKER and WALSH)**

*Council President McCarthy reminded everyone about the White House breakfast in the Annex Building on Tuesday, October 19, 2010 at 7:30 am.*

**ADJOURNMENT**

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN  
\*\* COUNCIL MEMBER M. McCARTHY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:10 pm.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services



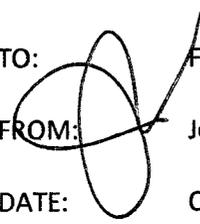
CITY OF BRIDGEPORT  
**SIKORSKY**  
MEMORIAL AIRPORT



MAIN TERMINAL / 1000 GREAT MEADOW ROAD / STRATFORD, CT 06615  
TELEPHONE (203) 576-8163 / FACSIMILE (203) 576-8166

COMM#149-09 Referred to Contracts Committee on 10/18/2010

MEMO

TO:  Fleeta Hudson, City Clerk  
FROM: John K. Ricci, Airport Manager  
DATE: October 1, 2010

Please place the enclosed Agreement between the City of Bridgeport and Vector-US, Inc. before the City Council and all appropriate Committee's for approval to authorize the Mayor to sign on behalf of the City.

If you have any questions, please contact me.

JKR:n

enclosures (14)

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2010 OCT -4 P 1:00

**AGREEMENT BETWEEN THE  
CITY OF BRIDGEPORT  
AND  
VECTOR-US, INC.**

AGREEMENT entered into this \_\_\_ day of May, 2010 by and between the CITY OF BRIDGEPORT, a body politic and corporation (hereinafter the "CITY"), and VECTOR-US, INC., located at 4200 Lafayette Center Drive, Suite N, Chantilly, VA 20151 (hereinafter the "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY did conduct due diligence to identify a full-service landing fee billing, servicing and collecting service as described in Exhibit A (hereinafter the "SERVICES"), and

WHEREAS, the CITY has found no other vendor capable of providing such SERVICES, and

WHEREAS, the CITY has the authority to enter into an agreement for such SERVICES; and

WHEREAS, VECTOR represents that it is experienced and has the capability to perform such SERVICES;

WHEREAS, after due consideration, the CITY accepts the proposal of the CONTRACTOR to provide such SERVICES;

NOW, THEREFORE, in consideration of mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The CONTRACTOR will furnish all materials, supplies, equipment and labor and shall perform all the work required to provide General Aviation Billing, Servicing and Collecting Services for the CITY, in accordance with the SERVICES described in Exhibit A.

The restatement of any of the terms contained in Exhibit A shall not be deemed to waive any terms not so restated. If a disagreement is found between the said attachments and this document, then this document shall govern; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

2. CONTRACTOR accepts the relationship of trust and confidence between itself and the CITY by this Agreement and agrees to perform the SERVICES hereunder in a competent, professional, economical and diligent manner consistent with the best interests of the CITY. CONTRACTOR shall be fully responsible for the accuracy and sufficiency of all services furnished under this Agreement, and shall, without additional cost or fee to CITY, correct or revise any errors or deficiencies in its performance.

3. The relationship of the CONTRACTOR to CITY shall be that of an independent contractor. No principal-agent or employer-employee relationship is contemplated or authorized by the parties to this Agreement. CONTRACTOR's personnel shall not be deemed, nor shall they hold themselves out as, employees of CITY for any purpose whatsoever, nor shall such personnel have any contractual relationship with CITY by virtue of this agreement.
4. CONTRACTOR shall not assign, convey, transfer, delegate or otherwise dispose of this Agreement without the prior written consent of the CITY.
5. This document shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.
6. The Airport Manager at Igor I Sikorsky Memorial Airport (hereinafter "AIRPORT MANAGER"), or his or her authorized representative, shall act as CITY's representative in all dealings with CONTRACTOR, unless otherwise noted in this Agreement.
7. Prior to the execution of this Agreement, CONTRACTOR shall procure and maintain Liability Insurance coverage in an amount of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property damage, naming CITY as additional insured thereon, and shall also procure Worker's Compensation Insurance coverage. CONTRACTOR shall furnish and thereafter maintain certificates evidencing such coverage.
8. To the fullest extent possible by law, the CONTRACTOR shall defend, indemnify and hold harmless the CITY, its officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but, not limited to, the costs of defenses and attorney's fees arising out of or resulting from the performance of the Agreement, provided that such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury or to destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.
9. The term of this AGREEMENT shall be July 1, 2010 through June 30, 2014. At CITY's option, this Agreement may be extended for two additional two year periods.
10. For the performance of all terms and conditions of this Agreement, CITY shall pay CONTRACTOR the following fees:
  - a. A billing, servicing and collecting fee of twenty-eight percent (28%) of the amount collected and deposited by the CONTRACTOR to the CITY's account.

- b. One thousand dollars per month (\$1,000) for Vector system operations and maintenance. CONTRACTOR will maintain and repair all communications and airfield imaging equipment installed at Igor I Sikorsky Memorial Airport (hereinafter "AIRPORT"), as well as operate and maintain data center services necessary to conduct SERVICES.
- c. [TBD] dollars per month (\$\_\_\_\_\_) for use of CONTRACTOR airfield imaging system equipment installed at AIRPORT.
- d. At any time during the term of this Agreement, CITY may purchase the airfield imaging system at a prorated price computed as follows: upfront purchase price of \$\_\_\_\_\_ multiplied times a simple interest rate of fifteen percent (15%) minus sum total of equipment use payments made to-date under this section of the Agreement. For example, If the City elects to purchase the system after the 15<sup>th</sup> month of the Agreement, the purchase price would be calculated as follows :  
  

$$([\text{upfront purchase price}] \times 1.15) - (15 \times \$[\text{monthly payment}]) = \text{prorated purchase price.}$$
- e. Should the CITY increase its General Aviation aircraft landing fees at the AIRPORT to a fee greater than or equal to \$2.00 per thousand pounds of maximum gross landing weight as published by the aircraft manufacturer, within 12 months of the effective date of this Agreement, CONTRACTOR will consider reducing the billing, servicing and collecting fee described in 10(a).

11. Each month of the Agreement, CONTRACTOR will provide AIRPORT MANAGER with a Deposit Detail Report, which includes a report generated by the 3rd party lockbox provider detailing monthly activity for the lockbox used to securely collect AIRPORT landing fee payments. On approval of the CITY or AIRPORT MANAGER, disbursements will be initiated by Electronic Funds Transfer (EFT) at the same time and as follows:

- a. From the AIRPORT lockbox to CONTRACTOR account, an amount equal to the fees detailed in sections 10(a), 10(b) and 10(c), above.
- b. From the AIRPORT lockbox to CITY's account, all funds in the lockbox equal to the collections for the month minus CONTRACTOR fees detailed in sections 10(a), 10(b) and 10(c), above.

12. CITY agrees to ensure approval of Deposit Detail Report described in section 11 within two (2) business days of receipt from CONTRACTOR.

13. All software and files operated and stored in support of this Agreement shall remain the property of VECTOR and is licensed to the CITY pursuant to this Agreement for the AIRPORT's use. All equipment installed and operated in support of this agreement shall remain the property of VECTOR, notwithstanding the purchase of equipment as described in section 10(d). CITY reserves the right to examine documents and files upon reasonable request to CONTRACTOR.
14. The CONTRACTOR shall perform SERVICES to the satisfaction of the responsible CITY official and AIRPORT MANAGER who will have the right of inspection at all times.
15. If CONTRACTOR fails to fulfill its obligations under this Agreement in a timely and proper manner, or violates any covenant of the Agreement, CITY shall have the right to terminate this Agreement by giving written notice of termination, specifying the effective date thereto, to CONTRACTOR, but such notice shall be at least thirty (30) calendar days in advance. CONTRACTOR shall be entitled to receive just and equitable compensation, not to exceed the fees specified in the agreement for any satisfactory work completed hereunder.
16. CITY may terminate this Agreement at any time by written notice to CONTRACTOR, provided said notice is given at least thirty (30) calendar days before the effective date of said notice. CONTRACTOR shall be compensated for all SERVICES performed and reimbursable expenses incurred in performance of SERVICES hereunder prior to the effective date of said notice, including travel, labor and other expenses incurred to remove equipment from AIRPORT. CITY will pay CONTRACTOR the fee in 10(a) on all monies received within ninety (90) days after termination under this section.
17. No covenant, condition, duty, obligation or undertaking contained in or made a part of this Agreement shall be waived except by written agreement of the parties, and forbearance or indulgence in any form or manner including, but not limited to, failure or waiver of enforcement by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty or obligation; and notwithstanding any such forbearance or indulgence, the party shall have the right to invoke any remedy available under this Agreement or under law or equity.,
18. The CITY and AIRPORT shall perform and/or provide the following in a timely manner. Unless otherwise provided in this Agreement, CITY shall bear all costs incident to compliance with the following:
  - a. Subject to AIRPORT Security clearances, provide access for CONTRACTOR staff and subcontractors to the AIRPORT airfield and facilities on a scheduled basis to install, remove, maintain or otherwise service equipment as necessary. If enhanced security

requirements prevent CONTRACTOR from accessing the airfield for any reason, AIRPORT shall provide an escort or otherwise assist CONTRACTOR in performing work required to maintain or remove CONTRACTOR equipment.

- b. Work in conjunction with CONTRACTOR to determine the best locations for CONTRACTOR equipment that optimize CONTRACTOR system functionality and minimize any interference with AIRPORT day-to-day operations.
- c. Provide power to all CONTRACTOR devices (including airfield imaging units and the airport on-site server, and other devices required to perform under this Agreement) (unless solar power is used to power on-airfield imaging units). The AIRPORT shall be responsible for providing power from an on-field power source to each CONTRACTOR airfield imaging unit location into an above ground, weather-proof junction box with a weather-resistant electrical outlet. CONTRACTOR will connect each system to the power source. The power source (i.e., taxiway lights) must have power-on for a total of at least 4 hours every 24 hours in order for VECTOR equipment to maintain sufficient back-up power levels.
- d. Provide CONTRACTOR with access to high-speed internet connection port (approximately 1.5 mbps or higher) near the site of the CONTRACTOR Airport Network Server Cabinet with full, unrestricted internet access. CONTRACTOR uses secure FTP, HTTPS, and 3rd party connection software such as LogMeIn to remotely communicate with, monitor, and adjust equipment at the Airport. In some cases, a separate line such as DSL or Cable Modem (usually \$60-\$80/mo) will need to be installed by the AIRPORT to avoid the restrictions usually imposed by the AIRPORT or CITY network security protocols.
- e. Provide a secure space (such as a locked closet, or telecom room) for the Internet link demarcation and for CONTRACTOR to install an onsite data collection server. This space should have access to standard 110v power and standard office HVAC services.
- f. Provide CONTRACTOR, in a timely fashion, with all aircraft registration numbers on specific aircraft that are exempt from AIRPORT landing fees (based aircraft). The airport shall provide Vector with monthly updates to this exemption list, or as it changes, in order to avoid billing these aircraft. For Signatory Aircraft Operators, the AIRPORT should provide CONTRACTOR with enough information (such as name, address, call-sign) to avoid billing these commercial operators as GA traffic.
- g. Provide data to CONTRACTOR:

- Any previous aircraft activity reports including tail numbers,
  - Any existing operator contact information
  - Airport drawings including plans for any airport construction or changes that might affect Vector's equipment locations or Vector's ability to provide its service
  - Any other plans, documentation, or data that might be required by Vector to provide its service (i.e., environmental surveys that would impact equipment location)
- b. Take reasonable care around Vector equipment installed to avoid damage or service interruption (i.e., while cutting grass, plowing snow, construction). THE AIRPORT shall assume all liability for equipment damage caused by AIRPORT staff, subcontractors, tenants, or operators on the airfield.
- c. Give prompt written notice to CONTRACTOR whenever THE AIRPORT becomes aware of any information that affects the scope or timing of CONTRACTOR'S SERVICES, or any problem with CONTRACTOR SERVICES; and
- d. Obtain, on behalf of CONTRACTOR, access to all public and private property as necessary for the performance of the work to be undertaken by CONTRACTOR pursuant to the SERVICES.
19. Coordination and communication shall be maintained between VECTOR and AIRPORT MANAGER to ensure the timely completion of SERVICES. VECTOR shall provide a designee, to serve as the representative of VECTOR for the SERVICES or another VECTOR staff member acceptable to AIRPORT shall attend meetings upon the reasonable request of CITY and /or AIRPORT. Vector's contact will be:

Pete Coleton  
202-412-7725 (phone)  
[petec@vector-us.com](mailto:petec@vector-us.com) (email)

20. CONTRACTOR shall comply with all federal, state, and local statutes, ordinances and regulations in its performance hereunder.
21. Any disputes arising out of or in the course of this Agreement which are not settled by mutual agreement of the parties, may be resolved by litigation which shall be brought in \_\_\_\_\_.
22. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

23. IN WITNESS WHEREOF, the said CITY OF BRIDGEPORT has caused this Agreement to be signed and sealed by \_\_\_\_\_ its City Manager, thereunto duly authorized and VECTOR-US, INC. has caused this Agreement to be signed and sealed by \_\_\_\_\_, its \_\_\_\_\_, thereunto duly authorized, the day and date first above written.

WITNESS:

\_\_\_\_\_

CITY OF BRIDGEPORT

By: \_\_\_\_\_  
[Name]  
[Title]

WITNESS:

\_\_\_\_\_

VECTOR-US, INC.

By: \_\_\_\_\_  
[Name]  
[Title]

**Exhibit A**  
**Scope of Vector Services, Vector-US, Inc.**

1. VECTOR shall perform the following services:
  - a) Perform an airport site survey and select mutually agreed upon sites for Vector airfield imaging units and/or other on-airport sensors used to collect aircraft activity data.
  - b) Coordinate with the AIRPORT in scheduling electrical work and on-airport equipment installation. Electrical work will be performed at the expense of the AIRPORT.
  - c) Install Air-traffic Imaging Units and an Airport Network Server at the airport, configure/test system components, and notify the AIRPORT when the system is operational and ready for use.
  - d) Track and Identify aircraft activity at the Airport. Since only an arrival OR a departure will be billed and departure tracking requires less equipment, the contracted system is designed to track and identify aircraft on departure.
  - e) Provide the AIRPORT MANAGER and authorized staff with a web-based interface where they can view tracked aircraft activities and search by various fields such as date/time, aircraft number, etc.
  - f) Make best efforts to accurately identify the operator of each of the above tracked aircraft that will be best for billing purposes.
  - g) Generate aircraft operator invoices which implement the AIRPORT'S specific fee structure.
  - h) Mail or otherwise deliver operator invoices.
  - i) Provide a call-center between the hours of 9 a.m. and 5 p.m. EST to handle questions, issues, and concerns about Vector-generated invoices and the airport activity fees being billed by Vector.
  - j) Provide and operate an airport-specific lockbox into which operator payments shall be made.
  - k) Process payments from the airport-specific lockbox and credit payments to the appropriate operator accounts; generate outstanding operator balances.
  - l) Send statements to operators reflecting balances owed and reflecting invoice/payment history.
  - m) Provide active collection services on behalf of the AIRPORT including operator account statements, direct email/phone contact, and/or AIRPORT-approved collection letters as necessary.
  - n) Provide the AIRPORT with electronic reports pertaining to billing and collection activity on a monthly basis on or about the 10<sup>th</sup> of each following month.

- o) Remit revenue payments: Funds are transferred electronically to the airport after the end of each collections month.
- p) Remit documentation to the AIRPORT in accordance with the deliverables described below.
- q) Remotely monitor VECTOR-installed equipment at THE AIRPORT for performance and to detect any possible malfunctions.
- r) Coordinate with THE AIRPORT staff to diagnose any possible malfunctions so that simple issues such as re-setting breakers can be done immediately thus maximizing the "up-time" of the system.
- s) Performing any necessary on-site repairs and maintenance not covered in the section above
- t) VECTOR shall perform the following services:

2. In conjunction with the performance of the foregoing SERVICES, VECTOR shall provide the following submittals/deliverables (documents) to THE AIRPORT:

- a) REPORT 1: Activity detail report. A report showing all aircraft activity captured by Vector's FlightRev including flags for exempt aircraft activities (usually based aircraft)
- b) REPORT 2: A monthly invoice summary report showing invoices generated each month by Vector on behalf of the airport along with amounts invoiced, and information about the customer invoiced.
- c) REPORT 3: A deposit detail report showing all deposits received, customer accounts credited, and any necessary adjustments.
- d) REPORT 4: Lockbox activity report. From 3<sup>rd</sup> party lockbox provider, should agree with the deposit detail report to independently confirm the accuracy and completeness of same.
- e) REPORT 5: An Accounts Receivable Aging report showing outstanding aged balances by customer.
- f) REPORT 6: An Annual statement on a date specified by the AIRPORT representing total billings, total collections, and total payments to the AIRPORT for each month.

3. When a receivable account reaches 180 or more days old, VECTOR shall have the sole discretion to decide whether additional collections activity shall be pursued. If VECTOR determines an account is uncollectible and decides not to pursue it, CITY may pursue additional collections activity, either through a collections agency or other means, in order to secure revenue owed to CITY. Alternatively, CITY may elect to write-off accounts deemed uncollectible by VECTOR or negotiate an increased fee with VECTOR for the purposes of collecting certain of these older aged accounts.

Periodically, VECTOR shall provide the AIRPORT with a list of accounts deemed uncollectible by VECTOR as well as a list of accounts previously deemed uncollectible but that have paid. These uncollectible accounts will be removed from the Accounts Receivable report described above.

4. Subject to any efforts to coordinate with AIRPORT subcontractors, particularly for the installation of power to Vector-designated locations, VECTOR shall perform the SERVICES and deliver the related documents (if any) according to the following schedule:
  - a. INSTALLATION: within 21 days of signed contract – install and test VECTOR equipment on airport. VECTOR will notify AIRPORT of completion of installation.
  - b. AIRCRAFT TRACKING: Vector will begin aircraft activity tracking after successful completion of installation/testing as outlined above. At the end of the first full or partial calendar month of activity capture Vector will produce and mail invoices to the aircraft operators and begin collections.
  - c. PAYMENT: beginning on or near the 10<sup>th</sup> day of the second month following the notice of installation/test – transmit monthly statement and payment to AIRPORT.
  - d. REPORTS: on or before the 10<sup>th</sup> day of each month; transmitted electronically to the AIRPORT.

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY  
Mark T. Anastasi

999 Broad Street  
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY  
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte  
Betsy A. Edwards  
Melanie J. Howlett  
Richard G. Kascak, Jr.  
Russell D. Liskov  
John R. Mitola  
Ronald J. Pacacha  
Lisa R. Trachtenburg

September 27, 2010

ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano  
R. Christopher Meyer  
Eroll V. Skyers  
Telephone (203) 576-7647  
Facsimile (203) 576-8252



COMM#150-09 ACCEPTED AND MADE PART OF THE RECORD 10/18/2010

The Honorable City Council  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

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CITY CLERK'S OFFICE  
2010 OCT - 5 P 2:44  
ATTEST  
CITY CLERK

Re: **SETTLEMENT OF CLAIM**  
**Jessica DelValle v. City of Bridgeport, et al**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$16,500.00 payable to Zeldes, Needle & Cooper, Attorney for Jessica DelValle.

The action claims that on August 23, 2005 the co-defendants Carlos and Loren Moreno owned property at 164-166 Fox Street in Bridgeport. The Plaintiff Jessica DelValle was walking on the sidewalk immediately in front of the property and in the City's right-of-way. Due to a defective condition of the sidewalk the plaintiff was caused to fall to the ground and suffered an acute avulsion fracture of the left ankle.

Pursuant to the City Council's recently amended Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with my secretary, Carolyn Harris, who will then follow-up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

Mark T. Anastasi  
City Attorney  
MTA/mas

CITY ATTORNEY  
Mark T. Anastasi

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328



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COMM. # 151-09 Referred to Contracts Committee (10/18/2010)

October 15, 2010

City Council  
of the City of Bridgeport  
45 Lyon Terrace  
Bridgeport CT 06604

**Re: Proposed Federal Lobbying Services Agreement (copy attached)**

Dear Honorable Councilpersons:

Upon the consent of Council President Thomas McCarthy, please issue an Addendum for the above referenced matter to be added to the Agenda FOR REFERRAL TO CONTRACTS COMMITTEE only for the City Council meeting to be held on Monday, October 18, 2010.

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi  
City Attorney

Cc: Mayor Bill Finch  
Fleeta C. Hudson, City Clerk  
Thomas C. McCarthy, Council President  
Andrew Nunn, CAO  
Adam Wood, Chief of Staff  
Ruben Felixe, Deputy Chief of Staff  
Frances Wilson, Deputy City Clerk

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CITY CLERK

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2010 OCT 15 P 4:06

# Panuzio & Giordano Public Affairs, LLC

211 North Union Street, Ste. 250  
Alexandria, VA 22314  
703.683.6185  
npanuzio@panuzio.com

44 Capitol Avenue East, Ste. 202  
Hartford CT 06106  
860.727.8576  
dgiordano@panuzio.com

## AGREEMENT

By this Agreement entered into on the \_\_\_ day of November 2010 between Panuzio & Giordano Public Affairs, LLC (hereinafter referred to as "PGPA") and the City of Bridgeport (hereinafter referred to as "CITY"), the Parties agree as follows:

### Scope of Work

PGPA will provide the following:

1. Continue to work with CITY officials on a needs assessment to identify priority interest and other areas of concern. Review recent grant requests, funding status of projects and hold an in-depth discussion of potential funding opportunities. Develop a set of specific Federal objectives for FY 2011 and FY 12, including any reauthorizing legislation and any specific funding mechanisms for current projects.
2. Provide consultation to the CITY on potential funding available from and contacts with the federal government especially, but not limited to, the Departments of Commerce, Housing and Urban Development, Health and Human Services, Education, Environmental Protection Agency, Justice, Homeland Security, and Transportation as well as the White House and other federal agencies such as the U.S. Army Corps of Engineers, Fish and Wildlife Service, and Federal Aviation Administration, as needed.
3. Develop with the CITY a set of specific federal funding targets for projects and monitor the activities to secure these targets.
4. Advise and consult with the CITY on how to work with the Connecticut congressional delegation and the staffs of the appropriate Congressional committees to secure Federal appropriations and grants for projects of special interest to the CITY.
5. Assist in briefing the staffs of all U.S. House and Senate Appropriations Sub-Committees on the merits of appropriations for any funding for specific development projects.
6. Assist in preparing testimony, correspondence and written briefing materials for use by local officials in support of Federal requests and any other legislation of interest.

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CITY CLERK'S OFFICE  
2010 OCT 14 P 4:07  
CITY CLERK

7. Work with officials of the CITY and all other non-profit agencies that apply for funds to the Federal government in order to have a coordinated listing of all requests and a managed plan to be successful in bringing additional funds to the CITY.
8. Provide any additional consultation to the CITY on an as-needed basis.

**Term of Contract**

The term of the contract will be for the period commencing on or about November \_\_, 2010 and ending on June 30, 2011.

The contract may be extended for an additional term commencing July 1, 2011 and ending on June 30, 2012 by the agreement of the City acting by and through the Mayor and PGPA, provided funding has been appropriated for said purpose.

**Cost of Services**

The fee for the initial term will be \$48,000 total, in three (3) equal installments of \$16,000 each due and payable as follows: (1) at the beginning of the contract on or about December 1, 2010, (2) on or about January 1, 2011, and (3) on or about April 1, 2011.

The fee for the extension term will be negotiated by the Mayor and PGPA, but will not exceed the amount to be budgeted for that purpose by the City Council, and will be billed on the first day of each month beginning on July 1, 2011, unless otherwise agreed to by the Mayor and PGPA.

In addition, there will be a charge for pre-approved direct expenses for travel, lodging, and meals during the initial term and the extension term.

**Miscellaneous Provisions**

- A. Confidentiality: PGPA will keep confidential all strategies and policies. Policies will not be presented to anyone in the private sector, government officials or the news media without CITY'S approval.
- B. Conflicts.: PGPA will not pursue objectives of other clients that conflict with CITY objectives. Potential conflicts that arise will be immediately disclosed to CITY and proper conflict avoidance undertaken.
- C. Governing Law: This Agreement shall be governed by the laws of the State of Connecticut, both as to interpretation and performance.

IN WITNESS WHEREOF, the Parties hereto, by their respective and duly authorized officers have hereunto set their names.

PANUZIO & GIORDANO PUBLIC AFFAIRS, LLC

By \_\_\_\_\_  
Nicholas A. Panuzio, Principal  
Date \_\_\_\_\_

CITY OF BRIDGEPORT

By \_\_\_\_\_  
William Finch, Mayor  
Date: \_\_\_\_\_

CITY ATTORNEY  
Mark T. Anastasi

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328



DEPUTY CITY ATTORNEY  
Arthur C Laske, III

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ASSISTANT CITY ATTORNEYS

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R. Christopher Meyer  
Eroll V. Skyers  
Telephone (203) 576-7647  
Facsimile (203) 576- 8252

COMM. # 152-09 Referred to Ordinance Committee (10/18/2010)  
October 15, 2010

City Council  
of the City of Bridgeport  
45 Lyon Terrace  
Bridgeport CT 06604

**Re: Proposed Intermunicipal Agreement with Town of Trumbull (copy attached)**

Dear Honorable Councilpersons:

Upon the consent of Council President Thomas McCarthy, please issue an Addendum for the above referenced matter to be added to the Agenda FOR REFERRAL TO ORDINANCE COMMITTEE (per C.G.S. Sec. 7-148cc) only for the City Council meeting to be held on Monday, October 18, 2010.

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi  
City Attorney

Cc: Mayor Bill Finch  
Fleeta C. Hudson, City Clerk  
Thomas C. McCarthy, Council President  
Andrew Nunn, CAO  
Adam Wood, Chief of Staff  
Ruben Felipe, Deputy Chief of Staff  
Frances Wilson, Deputy City Clerk

ATTEST  
CITY CLERK

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2010 OCT 15 P 4: 23

**INTERMUNICIPAL AGREEMENT**  
**FOR THE**  
**PROVISION OF POLICE, FIRE**  
**AND EMERGENCY MEDICAL SERVICES**  
**TO THE**  
**FAIRCHILD-WHEELER MEMORIAL HIGH SCHOOL**

ATTEST  
CITY CLERK

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CITY CLERK'S OFFICE  
2010 OCT 15 P 4: 24

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Bridgeport ("Bridgeport"), a municipal corporation within the State of Connecticut with an address at 999 Broad Street, Bridgeport, Connecticut 06604 and the Town of Trumbull ("Trumbull"), a municipal corporation within the State of Connecticut with an address at 5866 Main Street, Trumbull, Connecticut 06611.

**WITNESSETH**

WHEREAS, Bridgeport is proposing to acquire approximately thirty-five (35) acres of land (the "Property") situated in Trumbull owned by the State of Connecticut and previously used as a public park for the purpose of constructing and operating a state-of-the-art multi-magnet high school (the "MMHS") to meet the needs of area students from several communities, including, Bridgeport and Trumbull; and

WHEREAS, the MMHS is to be known as the Fairchild-Wheeler Memorial High School; and

WHEREAS, Bridgeport has applied to various state and municipal agencies for approval to construct the MMHS; and

WHEREAS, in the event Bridgeport does acquire the Property and construct the MMHS, it will also administer approximately 16 acres of land owned by the State of Connecticut adjacent to the Property (the "Retained Property") as a public park; and

WHEREAS, the Property and the Retained Property are more particularly bounded and described in Schedules A and B, attached hereto and made a party hereof; and

WHEREAS, both the Property and the Retained Property are more particularly shown and depicted in a certain map attached hereto as Schedule C and made a part hereof; and

WHEREAS, the parties enter into this Intermunicipal Agreement pursuant to the authority set forth in C.G.S. § 7-148cc.

NOW, THEREFORE, for and in consideration of, and in reliance upon, the foregoing premises and the covenants and promises herein expressed, the parties agree as follows:

1. In the event the MMHS is built by the Bridgeport School Building Committee, Bridgeport agrees to provide the following municipal services to the Property, the Retained Property and to the MMHS each without cost or expense to Trumbull:

(i) All police, fire and emergency medical service calls, both routine and emergency, will be handled by police, fire and emergency medical services personnel employed by Bridgeport as first responder. Without limiting the foregoing, Bridgeport personnel and equipment will be deployed, as first responder, to all public safety, medical and hazardous materials situations arising in the MMHS, or on the Property or the Retained Property. All arrests, custodial and non-custodial, on the Property or the

Retained property shall be made by Bridgeport law enforcement personnel. Subject only to the restrictions, if any, of Trumbull's collective bargaining agreements, Bridgeport law enforcement personnel will also provide traffic control on Old Town Road and on Quarry Road at the entrances to the MMHS, on an as needed basis, during peak times when students and faculty are arriving at, and departing, the MMHS.

(ii) The services performed by Bridgeport police, fire and emergency medical services personnel on the Property, the Retained Property and in the MMHS shall be for public and governmental purposes and such personnel and Bridgeport shall enjoy all authority and all immunities from liability enjoyed by the local government within its boundaries to the fullest extent such authority and immunities are assignable.

(iii) Bridgeport shall be liable for the defense, settlement and payment of third party claims that may arise out of the actions of its police, fire and emergency medical services personnel while performing public safety services in the MMHS, or on the Property or the Retained Property.

2. In the event the MMHS is built by the Bridgeport School Building Committee, Trumbull's public works or parks departments shall not be required to perform or render any services to the Property, the Retained Property or for the MMHS other than normal municipal services and responsibility associated with the maintenance, upkeep and plowing of Quarry Road and Old Town Road, both public rights-of-way, adjoining the Property, in the ordinary course. Trumbull does have certain sanitary sewer interceptors on both the Property and the Retained Property, within existing easements, which would continue to be its sole responsibility and which are outside the scope of this Intermunicipal Agreement.

3. Nothing in this Intermunicipal Agreement is intended to (i) interfere with, preclude or alter the obligations of Bridgeport and Trumbull to each other pursuant to any mutual assistance compact or agreement to which Bridgeport and Trumbull are presently parties, or (ii) alter, affect or diminish the general obligations and responsibilities of the Bridgeport Board of Education to operate and maintain the Property and the MMHS in a safe and appropriate condition. The City's responsibilities under this Intermunicipal Agreement shall be in addition to, and shall supplement, not supplant, the otherwise applicable obligations of a board of education under the General Statutes.

4. During construction of the MMHS, Bridgeport agrees to construct a ten inch (10") underground fire supply line on the Property, without cost or expense to Trumbull, in order to connect the public water supply system on Old Town Road with the public water supply system on Quarry Road for the purpose of (i) providing an alternative source of potable water, and (ii) increasing the existing volume of water available to Trumbull for fire fighting purposes west of Route 25. On or before the Effective Date (as hereinafter defined), the fire supply line from the MMHS to Old Town Road shall be dedicated to, and accepted by, Trumbull which will have the independent obligation to operate, maintain, repair and replace said fire supply line without cost or expense to Bridgeport. Bridgeport shall provide an appropriate easement in perpetuity to Trumbull for such purposes at the time the ownership of the fire supply line is given to Trumbull.

5. Bridgeport shall and it hereby does indemnify and hold Trumbull harmless for any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' fees, experts' fees, expenses and disbursements), of any kind or nature whatsoever, known or unknown, contingent or otherwise (collectively, the "Liabilities"), which may at any time be asserted against, imposed upon, incurred by, or awarded against Trumbull regarding the use of the Property, the Retained Property or the MMHS, provided the Liabilities relate to, result from or arise out of, any action or failure to act by Bridgeport occurring after the earlier of the date(s): (i) Bridgeport acquires the Property, or (ii) any activity is conducted on the Property, the Retained Property or the MMHS by or on behalf of Bridgeport. The foregoing indemnification shall not apply to Liabilities which relate to, result from or arise out of any action or failure to act by Trumbull. Trumbull shall provide prompt written notice to Bridgeport of any claim, action or proceeding against it for which indemnification is sought pursuant to this paragraph and agrees to cooperate fully with Bridgeport regarding the defense and disposition thereof. Bridgeport shall have the right to defend and/or settle any claim, action or proceeding entitled to indemnification hereunder in Trumbull's name using counsel selected by Bridgeport. Bridgeport agrees to keep Trumbull informed of the status of any such claim, action or proceeding.

6. Except as may otherwise be set forth herein, each of the rights and responsibilities of the parties pursuant to this Intermunicipal Agreement are subject to, and contingent upon, the construction and opening of the MMHS by Bridgeport. The provisions of the Agreement shall be effective, without the need for further action by either party, upon the issuance of a certificate of occupancy for the MMHS (the "Effective Date").

7. This Intermunicipal Agreement (i) shall be reviewed by the parties at least once every five (5) years after the Effective Date in order to assess its effectiveness, and (ii) may be modified or amended from time to time by the mutual agreement of the parties.

8. A. Trumbull may withdraw from this Intermunicipal Agreement for any or no reason upon ninety (90) days prior written notice. Bridgeport may not withdraw from this Intermunicipal Agreement as long as the MMHS is being used for public education or other permitted municipal use by the Bridgeport Board of Education or Bridgeport. In the event the MMHS will no longer be used for public education or other permitted municipal use by the Bridgeport Board of Education, or Bridgeport, Bridgeport shall promptly so notify Trumbull in writing, which notice shall provide a date (which shall be at least 90 days after the date of such notice from Bridgeport) upon which the MMHS will be closed (the "Closure Date"). Unless otherwise shortened or extended in writing by the parties, this Intermunicipal Agreement shall automatically terminate, without the need for further action by either party: (i) at midnight on the ninetieth (90) day after receipt by Bridgeport of written notice from Trumbull that Trumbull withdraws from this Intermunicipal Agreement or (ii) at midnight on the thirtieth (30) day after the Closure Date as set forth in the notice from Bridgeport to Trumbull.

B. Upon the termination of this Intermunicipal Agreement in accordance with the provisions of paragraph 8 A, above, neither party shall thereafter have any further rights or obligations hereunder, except that the obligation of Bridgeport to indemnify Trumbull for events

occurring on or before the effective date of termination of this Intermunicipal Agreement pursuant to paragraph 2, above, shall survive such termination for a period of two (2) years. Absent termination by a party in accordance with the provisions of paragraph 8 A, above, this Intermunicipal Agreement shall remain in full force and effect.

9. In the event the MMHS will no longer be used for public education or other permitted municipal use by the Bridgeport Board of Education or Bridgeport, neither the Property nor the MMHS may be disposed of in any manner to any third party unless Trumbull consents to said disposition in writing which consent may not be unreasonably withheld, conditioned or delayed, when taking into account: the then prevailing laws of the State of Connecticut; or the then prevailing town charter, regulations, ordinances or public policy of Trumbull. Any consensual disposition of less than all of the Property or MMHS as aforementioned shall relieve Bridgeport of its obligations hereunder to the extent of the disposition only. Further, in the event the MMHS will no longer be used for public education by the Bridgeport Board of Education, the Property, Retained Property, or MMHS may not be used for any other purpose by Bridgeport unless Trumbull consents to said use in writing which consent may not be unreasonably withheld, conditioned or delayed, when taking into account: the then prevailing laws of the State of Connecticut; or the then prevailing town charter, regulations, ordinances or public policy of Trumbull. The foregoing notwithstanding, nothing in this Intermunicipal Agreement shall preclude the use of the Property, the Retained Property or the MMHS as a public park or require any permit or approval from Trumbull to use the Property, the Retained Property or the MMHS as a public park.

10. Any notice given pursuant to this Intermunicipal Agreement shall be in writing addressed to the chief elected official of the municipality receiving the notice with copies to the chiefs of that municipality's police, fire and emergency medical services departments.

IN WITNESS WHEREOF, each of the parties has caused this Intermunicipal Agreement to be executed by its chief elected official this \_\_\_\_ day of \_\_\_\_\_, 2010 at \_\_\_\_\_, Connecticut.

CITY OF BRIDGEPORT

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
William Finch  
Its Mayor

TOWN OF TRUMBULL

\_\_\_\_\_  
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By: \_\_\_\_\_  
Timothy M. Herbst  
Its First Selectman

Grant Submission: TIGER II Infrastructure Surface Transportation Grant to fund the Steel Pointe Harbor Roadway Improvements Project.

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Report  
of  
Committee  
on

Public Safety and Transportation

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Submitted October 18, 2010 OFF THE FLOOR

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

  
City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

142-09

## RESOLUTION

**Whereas**, the City of Bridgeport desires funding from the U.S. Department of Transportation's TIGER II Infrastructure Surface Transportation Grant to fund the Steel Pointe Harbor Roadway Improvements Project; and

**Whereas**, the City, in partnership with Bridgeport Land Development LLC, is requesting funds for the reconstruction and modernization of 4.6 lane miles of urban minor arterial roadways and .75 miles of pedestrian/bicycle pathways within the City; and

**Whereas**, roadway improvements will follow the complete streets model creating pedestrian connections to the surround neighborhoods, Bridgeport's downtown intermodal center and public waterfront; and

**Whereas**, the project elements include curbs, turning lanes, coordinated traffic signals, enhanced pedestrian crosswalks, and adequate drainage for storm water runoff that will add safety and foster economic development; and

**Whereas**, it is desirable and in the public interest that the City of Bridgeport apply for an amount not to exceed \$44,720,000.

### **Now Therefore Be It Resolved by the City Council:**

1. That it is cognizant of the City's application to the U.S. Department of Transportation's TIGER II Infrastructure Surface Transportation Grant to fund the Steel Pointe Harbor Roadway Improvements Project; and
2. That it hereby authorizes, directs and empowers the Mayor, or his designee(s) to execute and file such application with the U.S. Department of Transportation, to provide such additional information as requested and to execute and administer such other contracts and documents as may be necessary to execute this program.

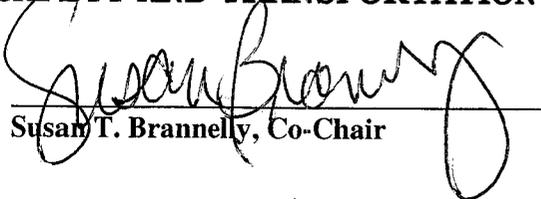


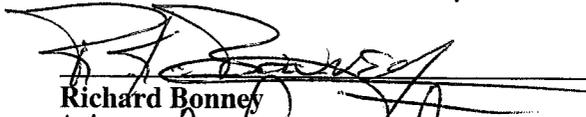
Report of Committee on Public Safety and Transportation  
142-09

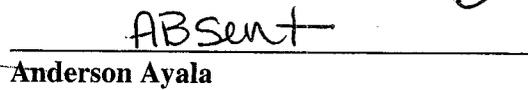
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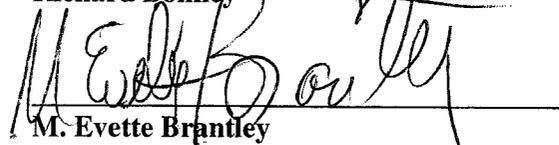
Respectfully submitted,  
**THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION**

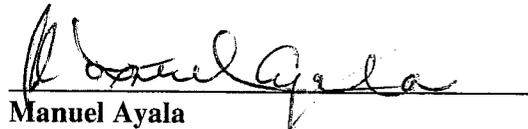
  
Michelle A. Lyons, Co-Chair

  
Susan T. Brannelly, Co-Chair

  
Richard Bonney

  
Anderson Ayala

  
M. Evette Brantley

  
Manuel Ayala

  
Denese Taylor-Moye

City Council Date: October 18, 2010 OFF THE FLOOR

Agreement with Intech Health Ventures to provide administrative services for the Early Retiree Reinsurance Program for covered retirees of the City and Board of Education for term of three years.

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**Report  
of  
Committee  
on  
Contracts**

**Submitted: October 18, 2010 (Off The Floor)**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

City Clerk

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Approved \_\_\_\_\_

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Mayor

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# City of Bridgeport, Connecticut

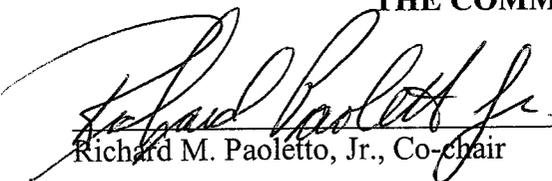
*To the City Council of the City of Bridgeport:*

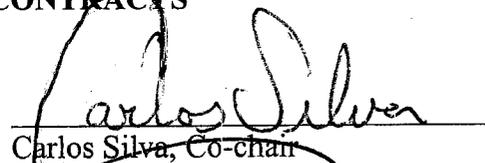
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

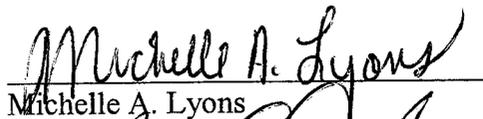
144-09

**RESOLVED**, That the attached Agreement between the City of Bridgeport and Intech Health Ventures, to provide administrative services for the Early Retiree Reinsurance Program for covered retirees of the City and Board of Education for term of three years, be and it hereby is, in all respects, approved, ratified and confirmed.

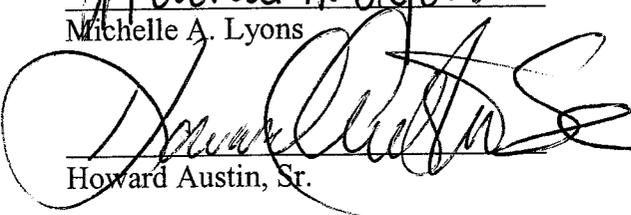
**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

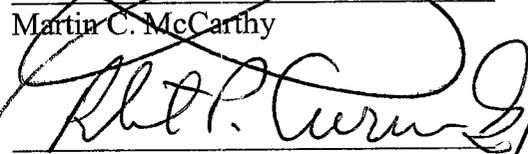
  
Richard M. Paoletto, Jr., Co-chair

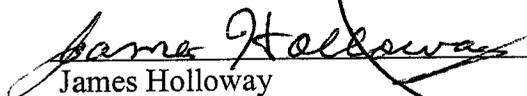
  
Carlos Silva, Co-chair

  
Michelle A. Lyons

  
Martin C. McCarthy

  
Howard Austin, Sr.

  
Robert P. Curwen, Sr.

  
James Holloway

City Council:      October 18, 2010 OFF THE FLOOR

## **AGREEMENT TO PROVIDE ADMINISTRATIVE SERVICES FOR THE EARLY RETIREE REINSURANCE PROGRAM**

This Agreement for the provision of administrative services for the Early Retiree Reinsurance Program ("the Agreement") is entered into as of the date of full execution below (the "Effective Date") by and between InTech Health Ventures ("INTECH"), an Arizona corporation, having an address at 405 E. Wetmore Rd. #117-510, Tucson, Arizona 85705, and the undersigned City of Bridgeport, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 ("Plan Sponsor" or "City").

WHEREAS, Plan Sponsor has submitted an application to and anticipates being accepted by the Department of Health and Human Services ("HHS") for participation in HHS Early Retiree Reinsurance Program 45 C.F.R. ("ERRP");

WHEREAS, Plan Sponsor desires to arrange for INTECH to provide certain administrative services described herein in relation to obtaining reimbursement from HHS under ERRP.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, INTECH and Plan Sponsor agree as follows:

### **1. Definitions**

"Health Benefits" shall have the same meanings as set forth in 45 C.F.R. Part 149 per Section 1102(a)(2)(A) of the Patient Protection and Affordable Care Act (The Affordable Care Act).

"Data Match" means the match performed by HHS and/or CMS to determine which retirees submitted on Plan Sponsor's Initial List or Updated List are Early Retirees.

"Employment-Based Plan" as stated in 45 C.F.R. Part 149 per Section 1102(a)(2)(B) is defined as a group benefits plan providing health benefits.

"Early Retiree" shall have the meaning stated in 45 C.F.R. Part 149 per Section 1102(a)(2)(C) is defined as individuals who are 55 and older but are not eligible for coverage under Medicare, and who are not active employees of an employer maintaining, or currently contributing to, the employment-based plan of any employer that has made substantial contributions to fund such plan.

"HIPAA" means the privacy and security regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, as amended.

"Initial List" means a list of all individuals Plan Sponsor believes (using information reasonably available to Plan Sponsor when it submits an ERRP application) are Early Retirees enrolled in each Plan Sponsor's Employee-Based Plan.

"Standardized Data File Format" means ASC.X12N 835, ASC.X12N/NCPDP5.1 or other file format approved by HHS and/or CMS and accepted by INTECH in writing.

"Updated List" means amendments to the Initial List provided by the Plan Sponsor.

## 2. Term and Termination

- (a) Term. The term of this Agreement shall begin as of the Effective Date and will continue for a period of three (3) years unless sooner terminated ("Term").
- (b) The Agreement may be terminated under any of the following circumstances:
- (i) Non-renewal. Either party may elect to not renew this Agreement at the end of the Term by providing advance written notice to the other party not later than ninety (90) days prior to the expiration of the Term.
  - (ii) Termination without cause. Either party may terminate the Agreement in its entirety with ninety (90) days prior written notice to the other party.
  - (iii) Termination for failure to reach agreement following regulatory changes. Either party may terminate this Agreement with sixty (60) days advance written notice that it is unable to agree on any amendment to this Agreement, as may be required under Section 9(e), Regulatory Changes, of this Agreement.
  - (iv) Termination of Plan Sponsor's participation in the ERRP. This Agreement shall automatically terminate on the date of Plan Sponsor's termination with the ERRP program, subject to the transition requirements set forth in Paragraph 3 below.
  - (v) Termination of the HHS ERRP. This Agreement shall automatically terminate on the date HHS terminates the ERRP program, subject to the transition requirements set forth in Paragraph 3 below.
  - (vi) Termination for material breach. Either party may terminate this Agreement for cause if the other party commits a material default in its performance of this Agreement, files bankruptcy that is not withdrawn in thirty (30) days, or admits its inability to pay its debts when they become due, by providing the other party with thirty (30) days advance written notice of its election to terminate, specifying the nature of the default(s). A for cause termination election shall not become effective if the defaulting party completely cures the specified default(s), to the other party's reasonable satisfaction, within the 30-day notice period, or the parties agree in writing to extend the period for cure.

## 3. Transition Services

- (a) Transition requirements: Upon termination of this Agreement for any reason, the parties agree to take the following actions to minimize disruption of the Plan Sponsor's participation in the EERP program or to provide for close-out activities:
- (i) Transition plan. The parties will work together to develop and implement a detailed plan for transitioning the INTECH services and the parties will cooperate fully to arrange for the transfer of services to Plan Sponsor or Plan Sponsor's assignee.
  - (ii) Transition period. INTECH will continue to provide services in accordance with this Agreement for a reasonable transition period, not to exceed three (3) months from the date of termination, unless otherwise agreed to in writing by the parties. All of the terms and conditions of this Agreement, including the payment provisions of EXHIBIT A, shall apply during the transition period. [In addition, Plan Sponsor shall pay INTECH \$150 per hour plus expenses for transition related services.]

#### **4. Plan Sponsor Responsibilities**

- (a) ERRP application. Plan Sponsor shall be responsible for preparing and submitting its ERRP application annually, or as required by HHS.
- (b) Initial List of Early Retirees. Plan Sponsor or Plan Sponsor's designee shall be solely responsible for preparing and submitting the Initial List of Early Retirees.
- (c) Updated Lists of Early Retirees. Plan Sponsor shall submit lists of all potential Early Retirees to INTECH on a monthly basis, by the 10th of the month or as otherwise agreed to by the parties. Plan Sponsor or Plan Sponsor's designee shall submit either full files every month or just the adds, changes and deletes as agreed to by the parties.
- (d) Claims and rebate data. Plan Sponsor shall be responsible for making arrangements with its Group Health Plan(s) or plan administrators, and pharmacy benefit managers, to provide the ERRP required data, in the Standardized Data File Format to be submitted to INTECH, including: (i) gross covered retiree plan-related drug costs for prescriptions received at retail pharmacies, specialty pharmacies and mail order vendors; and (ii) gross covered retiree plan-related medical costs for medical services received.
- (e) Receipt of ERRP payments. Plan Sponsor shall receive all ERRP payments directly from the United States government. InTech shall have no responsibility for receiving, handling or transmitting any HHS payments for or on behalf of Plan Sponsor.
- (f) Corrections and modifications. Plan Sponsor shall be solely responsible for the information on its initial application, identifying any receipt of overpayments from HHS, and making any communications and/or corrections to HHS on these matters. INTECH shall provide Plan Sponsor with assistance and access to information as necessary to make any such communications and/or corrections to HHS.
- (g) Payment for services. Plan Sponsor shall pay INTECH for the administrative services INTECH provides in accordance with the payment provisions in Exhibit A.

#### **5. INTECH Responsibilities**

- (a) Reconciling Lists of Early Retirees. INTECH shall compare the Plan Sponsor's current updated full file to the Initial List of Early Retirees submitted to HHS and/or CMS by Plan Sponsor and then on a monthly basis to the most current Updated List of Early Retirees and shall prepare and submit the list of adds, deletes and changes to HHS and/or CMS on behalf of Plan Sponsor on a monthly basis.
- (b) Confirmation of Early Retirees. INTECH shall receive Data Match information from HHS and/or CMS. INTECH will provide Plan Sponsor or Plan Sponsor's designee with the most recent match information received from HHS and/or CMS. INTECH shall cross-check the HHS and/or CMS Data Match information against the Plan Sponsor's Initial List or Updated List of Early Retirees and remove from processing any individuals that are determined by HHS and/or CMS as non-eligible Early Retirees.
- (c) Report back to Plan Sponsor. INTECH will report to the Plan Sponsor those retirees and retirees' dependents that HHS and/or CMS has determined were not qualified.
- (d) Responsibility for compiling aggregate claims data. Based on the claims data provided by Plan Sponsor's Group Health Plan(s) or plan administrators, INTECH shall: (i) identify the eligible medical and pharmacy claims; (ii) subtract the cost threshold; (iii) apply the cost limit for each Early Retiree; and (iv) aggregate the data as required by HHS for the

payments. Plan Sponsor understands that INTECH will not include certain medical services or prescription drugs determined by HHS to not qualify for the reimbursement.

- (e) Responsibility for submitting aggregate claims data to HHS. INTECH shall submit the appropriate aggregate claims data to HHS in accordance with the schedule the Plan Sponsor has set with HHS on its initial application or any other frequency allowed by law.
- (f) Annual reconciliation. If required, INTECH shall submit the following cost data for reconciliation to HHS: (i) the total medical and prescription costs for each Early Retiree; and (ii) if required, the actual rebate amount apportioned to each Early Retiree. These amounts shall be based on data submitted to INTECH by Plan Sponsor and Plan Sponsor's Group Health Plan(s) or plan administrators.
- (g) Corrections and modifications. Based on data provided by Plan Sponsor or Plan Sponsor's designee, INTECH will submit changes and corrections to the list of Early Retirees and claims data on Plan Sponsor's behalf to HHS and/or CMS and assist Plan Sponsor through the appeals process on issues related to these changes and corrections. INTECH is not responsible for the validity of data provided by Plan Sponsor or Plan Sponsor's designee.
  - (i) Should INTECH learn that any data provided by Plan Sponsor, Plan Sponsor's Group Health Plan(s), plan administrators or any third-party is or was inaccurate, or that Plan Sponsor has received overpayments or that Plan Sponsor's ERRP application, medical service or pharmacy cost data or any submissions fail to comply with ERRP requirements, INTECH shall promptly notify Plan Sponsor, and Plan Sponsor shall have ultimate responsibility for making any necessary corrections and communications to HHS. INTECH will, however, to the extent reasonably necessary, work with Plan Sponsor in making those corrections and/or submitting them on Plan Sponsor's behalf.
  - (ii) At Plan Sponsor's request, INTECH may assist Plan Sponsor in reviewing the data but INTECH shall have no obligation to provide or submit data in support of Plan Sponsor's ERRP application or submission to obtain payment under ERRP when, in INTECH's sole discretion, INTECH has reason to believe that the data provided to INTECH is or may be inaccurate or incomplete, or would not be in compliance with ERRP requirements and discloses the basis for its conclusions to the Plan Sponsor, in which case the Plan Sponsor will have the right within (30) days after notice to either demonstrate the accuracy and completeness of its data or cure the problems with its data to INTECH's reasonable satisfaction.

## 6. Audits

- (a) Audits by Plan Sponsor. Plan Sponsor may retain an independent third-party to perform periodic audits of the data submitted in connection with ERRP prior to the submission of the final reconciliation; provided, however, that the third-party executes INTECH's most current Nondisclosure Agreement. INTECH agrees to cooperate and make the applicable records available to such independent auditor. Any audit shall take place with at least five business (5) days' advance written notice, at INTECH's primary place of business and during normal INTECH business hours. If auditor needs access to individually identifiable health information in order to perform such an audit, it shall be subject to compliance with HIPAA or other applicable privacy/security regulations. All costs of any audit shall be paid by Plan Sponsor.
- (b) Audits by HHS. The parties agree to cooperate with each other if either party is audited by HHS or its designee for the services provided under this Agreement. While INTECH may

assist Plan Sponsor if requested, Plan Sponsor acknowledges that INTECH is not responsible for the accuracy of the data provided to INTECH that is submitted to HHS.

## **7. Acknowledgement of the purpose of data**

Pursuant to 45 C.F.R. Part 149, INTECH acknowledges that the information it provides to Plan Sponsor pursuant to this Agreement may be used by Plan Sponsor for the purpose of obtaining Federal funds.

## **8. Appeals**

In the event that HHS makes an adverse initial determination with respect to Plan Sponsor's ERRP eligibility, subsidy application, ERRP payment, or other similar determination, INTECH shall not be responsible for any procedural or substantive activities associated with Plan Sponsor's appeal rights. However, INTECH will, to the extent reasonably necessary, provide Plan Sponsor with assistance in formatting and submitting an appeal and Plan Sponsor shall pay INTECH at the rate of one hundred fifty dollars (\$150) per hour for those services, or such other fee as the parties may agree upon at the time of the Appeal. INTECH will provide Plan Sponsor with reasonable access to information that Plan Sponsor may need to exercise its appeal rights, but Plan Sponsor will be solely responsible for submitting any request for reconsideration, request for an informal hearing, request for review by HHS administrator, or request for reopening in accordance with such appeal rights.

## **9. Mutual Responsibilities**

- (a) Legal and regulatory compliance. The parties shall comply with all the laws and regulations applicable to their respective obligations under this Agreement, including but not limited to the ERRP program as defined by HHS and as applicable to that party; and the parties respectively shall have all necessary licenses, permits, qualifications, approvals and rights necessary to conduct their obligations under this Agreement. Each party agrees to provide the other party with prompt written notice of legal or regulatory changes/issues of which it becomes aware that may impact the responsibility and provision of services under this Agreement and each agrees to promptly work to correct any reasonable and material compliance concerns of the other party, including, if necessary, modifying the terms of this Agreement to conform with legal/regulatory modifications or requirements pursuant to Section 9(e). Absent a written modification by the parties, each provision of this Agreement shall be interpreted in a manner as to be valid and effective under applicable law. However, if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or regulation in any jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of the Agreement. Each party, however, shall ultimately be responsible for its own compliance with the ERRP Requirements.
- (b) Standard of care. The parties recognize that because the ERRP program is new, the ERRP requirements and procedures are not fully defined and developed and may change over time and that subsequent administrative guidance or requirements from HHS may alter the scope of services or manner in which the services contemplated by this Agreement are provided. In light of these factors, INTECH will make a good faith effort to compile and provide complete and accurate information in accordance with its best understanding and interpretation of ERRP Requirements, in a good and workmanlike manner consistent with the level of skill

and care ordinarily exercised by members of the profession currently practicing under similar circumstances.

- (c) Accuracy of data. In satisfying its obligations under this Agreement, INTECH will utilize and/or obtain and/or provide data that is developed and maintained by third-parties or Plan Sponsor. By obtaining this data from a Plan Sponsor and/or third-party source, INTECH does not warrant and/or assume responsibility for the accuracy of this data, to the extent such inaccuracies were not reasonably discoverable by INTECH.
- (d) Cooperation. The parties recognize that they must mutually cooperate to achieve the benefits of the ERRP program under this Agreement and that INTECH is not responsible if it is unable to complete any tasks because Plan Sponsor, Plan Sponsor's designee and/or any third-party contracted by Plan Sponsor fails to meet its obligations, including, but not limited to, providing the required data to INTECH.
- (e) Regulatory changes. If either party believes that subsequent guidance or requirements from HHS have altered the scope of services or manner in which the services contemplated by this Agreement are to be provided, or that any provision of this Agreement is inconsistent with ERRP Requirements, that party shall promptly notify the other party in writing and the parties shall work cooperatively to amend this Agreement accordingly. If the parties are unable to reach mutual agreement on an amendment to this Agreement, each party shall have the right to terminate this Agreement.
- (f) Retention of records. INTECH and Plan Sponsor shall maintain all records as required by ERRP or for a period of not less than six (6) years after the expiration of the ERRP Plan year in which medical and pharmacy costs were incurred, or longer if required by law.
- (g) HIPAA compliance. The parties agree and acknowledge that this Agreement involves the use and disclosure of Protected Health Information, as the term is defined in HIPAA. The parties therefore agree that all uses and disclosures of Protected Health Information pursuant to this Agreement will be undertaken in compliance with all applicable HIPAA requirements.

## **10. Proper Authorizations**

- (a) Plan Sponsor warrants that it has obtained or will obtain all necessary written agreements in effect with Plan Sponsor's Group Health Plan(s) and/or plan administrators regarding disclosure of information to HHS and/or CMS as required and also with Plan Sponsor's Group Health Plan(s) to provide retiree plan related medical and prescription drug costs and, if required, rebate data to INTECH.
- (b) Plan Sponsor warrants that it has or will obtain any necessary participant and/or Early Retiree authorizations necessary for the provision of services under this Agreement or otherwise applicable to Plan Sponsor, such as any authorizations that may be required for Plan Sponsor to provide or facilitate the provision of data to INTECH.
- (c) Plan Sponsor warrants that it has/will properly authorized INTECH to access and submit data on the HHS website.

## **11. Indemnification**

Plan Sponsor agrees to indemnify, defend and hold INTECH, its agents, officers, employees, directors and subcontractors harmless against any loss, cost, suit, claim damage, liability or expense, including reasonable attorneys' fees arising out of any audit, investigation, subpoena, investigative demand, action, proceeding, liability, judgment, settlement, or inquiry by the

Department of Health and Human Services or any other governmental agency or entity or any other person or entity related to Plan Sponsor's participation in ERRP; or from any negligent or intentional act or omission of Plan Sponsor, its agents or employees in performing or failing to perform Plan Sponsor's obligations under this Agreement.

INTECH agrees to indemnify, defend and hold Plan Sponsor, its agents, officers, employees, directors and subcontractors harmless against any loss, cost, suit, claim, damage, liability or expense, including reasonable attorneys' fees arising out of any audit, investigation, subpoena, investigative demand, action, proceeding, liability, judgment, settlement, or inquiry by the Department of Health and Human Services or any other governmental agency or entity or any other person or entity related to INTECH's services, alleging any negligent or intentional act or omission of INTECH, its agents or employees, in performing INTECH's obligations under this Agreement.

If either party seeks indemnification under this Agreement, that party shall give the other party prompt written notice upon learning of such claim.

Where both parties, including their employees, agents or representatives are found to be contributorily negligent, each party shall contribute to the common liability a pro-rata share based on its relative degree of fault, as established by compromise, arbitration or litigation.

This paragraph 11 shall survive the expiration or early termination of this Agreement.

## **12. Limitation of Liability**

Other than as described in Section 11 of this Agreement, INTECH shall not be liable to Plan Sponsor for any ERRP amounts that are not paid by HHS or that HHS recoups for any reason. Under no circumstances shall INTECH be liable for indirect, consequential, special or punitive damages and INTECH's total liability shall be no greater than the two times the total of fees paid by Plan Sponsor to INTECH under this Agreement

## **13. Miscellaneous provisions**

- (a) Amendments and waiver for breach. This Agreement may not be modified or amended, and no provision may be waived, in whole or in part, except by written agreement signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- (b) Confidentiality. The parties agree that all terms and provisions of the Agreement and the administrative services provided under this Agreement are confidential and shall not be disclosed to third-parties except if required by law.
- (c) Limitations on business restrictions. Plan Sponsor acknowledges and agrees that this Agreement is a non-exclusive Agreement for independent subcontractor services and that this Agreement does not prevent INTECH from providing any ERRP program services independently or as a subcontractor to any other entity.
- (d) Trade secrets. It is agreed that each party may have access to certain business practices, systems, techniques, etc. that are declared to be or are marked as trade secrets ("Confidential Information") of the other party (referred to as a "Disclosing Party" for the purposes of this Section 13(d)) or to other information belonging to a Disclosing Party which is not generally

known to the public and which is proprietary to a Disclosing Party or any of its clients, consultants, licensors, licensed dealers or distributors. Confidential Information does not include (i) information already in the public domain, (ii) information disclosed by INTECH without a confidential designation, (iii) information required to be disclosed under a freedom of information law or (iv) information required to be disclosed by a court of law. Each party specifically agrees that it will not at any time, whether during or subsequent to the term of this Agreement in any fashion, form or manner, unless specifically authorized in writing by the other party, either directly or indirectly, use or divulge any Confidential Information belonging to a Disclosing Party of any kind, nature or description without the prior written consent of the Disclosing Party. The parties agree, as between them, each of the matters declared to be or marked as Confidential Information constitute important material and affect the successful conduct of the Disclosing Party's business and goodwill. Any breach of any term set forth in this section is a material breach of this Agreement. All equipment, notebooks, documents, programs, memoranda, reports, files, samples, books, correspondence, lists and other written, graphic or electronic records and the like, affecting or relating to the business of the Disclosing Party, which the party in receipt of such Confidential Information from a Disclosing Party prepares, uses, constructs, observes, invents, possesses or controls during the term of this Agreement shall be and shall remain the Disclosing Party's sole property.

- (e) Subcontracting. The parties acknowledge and agree that INTECH may use subcontractors to perform some of the services described in this Agreement. INTECH will ensure that any subcontractor(s) performing ERRP-related services for the Plan Sponsor adopt new agreements or modify existing agreements to require such subcontractors to comply with all applicable local, state and federal laws and to perform services consistent with the terms and conditions of this Agreement.
- (f) Entire Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter herein, and no other agreement, statement or promise relating to the subject matter of this Agreement will be valid or binding.
- (g) Governing law and arbitration. This Agreement shall be governed by and construed in accordance with the laws of the state of Connecticut. Any dispute hereunder that cannot be resolved by and between the parties shall be submitted to a court having jurisdiction over the parties located in Fairfield County, Connecticut. No third-party beneficiary. The parties agree that no term or provision of this Agreement is for the benefit of any third-party (including, but not limited to, Plan Sponsor's retirees and/or employees and/or dependents and Early Retirees), and no such third-party has a cause or right of action under this Agreement.
- (h) Notice. Any notices to be given by either party under this Agreement shall be by personal delivery by a party, delivery through a reputable national delivery service with acknowledgement of delivery, or through the United States Postal Service, postage prepaid, certified, return receipt requested, and addressed to the other party at the last address provided in writing to such party. Notice shall be deemed given upon the earlier of actual receipt of the notice or seventy-two (72) hours after either deposit in the U.S. Mail or pick-up by a reputable national delivery service. A party may change its address at any time by providing the other party with prior written notice of the change.

- (i) Severability. If any provision of this Agreement is rendered unenforceable or invalid by any state, local or federal law, rule or regulation or declared null and void by any court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- (j) Status as independent entities. INTECH and Plan Sponsor are separate and independent entities. The relationship between INTECH and Plan Sponsor is purely contractual and neither Plan Sponsor nor INTECH, or their employees or agents, shall be considered the employee or agent of the other.
- (k) Limited warranty. Plan Sponsor acknowledges that this Agreement is not a contract for the sale of goods. INTECH shall use the standard of care described in this Agreement in the performance of the services to be provided under this Agreement.
- (l) Force majeure. In the event that a cause that prevents a party from performing any obligation, in whole or in part, and that is beyond such party's reasonable control should occur, including, but not limited to, acts of God, war, civil disturbance, terrorism, court order, governmental intervention, a change in law, third-party non-performance, failures or fluctuations in electrical power, heat, lights, air conditioning or telecommunications equipment, If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the parties or compensation, for example, and may result in the need to modify the agreement accordingly. INTECH and Plan Sponsor may be excused from performance under this Agreement to the extent that such cause prevents performance by INTECH or Plan Sponsor.

Notwithstanding the above, Plan Sponsor reserves the right to terminate this Agreement upon written notice to INTECH if, in Plan Sponsor's reasonable judgment, INTECH will not be able to resume performance of its services in a timely manner and replacement services from an alternative vendor are available.

- (m) Assignment. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. This Agreement is not assignable by either party without the express written consent of the other party. Notwithstanding the foregoing, either party may assign its rights or obligations under this Agreement in whole or in part to a wholly owned subsidiary of its parent or to an entity under common control, or pursuant to a merger, consolidation, reorganization, or sale of substantially all of its assets.
- (n) Form of the Agreement. The headings in this Agreement have been included solely for reference and have no force or effect in interpreting its provisions. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- (o) Proprietary systems and works for hire. It is acknowledged and agreed that in performing the services under this Agreement INTECH will utilize administrative processes and systems

that are proprietary and confidential. These processes and systems and all derivatives are the property of INTECH. Unless specifically agreed to in writing by the parties as an amendment to this Agreement, no process or system utilized by INTECH shall constitute a work for hire and this Agreement creates no license for Plan Sponsor, or any other entity for the use of such systems or processes. It is further acknowledged and agreed that if in the performance of its services under this Agreement INTECH is required to utilize the administrative processes and systems of Plan Sponsor, INTECH shall have a limited license for such use only for the purpose of providing services under this Agreement.

- (p) Survival. The provisions of Sections 2, 9(f), 9(g), 11, 12 and 13 shall survive the expiration or termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives listed below.

**Plan Sponsor:**

**INTECH:**  
InTech Health Ventures

By: \_\_\_\_\_  
    Signing Person  
    Title

By: \_\_\_\_\_  
    John B. Hoyt  
    Partner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notice:  
Plan Sponsor Name  
Address  
City, ST, ZIP  
Attn: Name

Address for Notice:  
InTech Health Ventures  
405 E. Wetmore, #117-510  
Tucson, AZ 85705  
Attn: John Hoyt

**EXHIBIT A**  
**COMPENSATION**

**Payment terms**

Plan Sponsor shall pay INTECH for each month a Qualifying Covered Retiree is eligible, as determined by Plan Sponsor and validated per HHS and CMS processes, a flat rate of three dollars (\$3.00) per month, effective on a go forward basis from June 1, 2010. Additional charges include:

- One-time fee \$1,500 for implementation services if ERRP application is approved

INTECH will invoice Plan Sponsor monthly and all payments are due within thirty (30) days of Plan Sponsor's invoice date.

**Remedies for failure to pay**

Plan Sponsor is responsible for payment on the terms stated above through the termination of the Agreement and through any Transition Period as stated in Section 3(a)(ii) of this Agreement. If Plan Sponsor fails to pay any amount owed to INTECH by the applicable due dates, and such payment is not a matter of a good faith dispute between the parties, then in addition to all rights in law or equity, INTECH will have the following cumulative remedies: (i) require Plan Sponsor to pay INTECH a late payment penalty after the invoice question remains unpaid for sixty (60) days equal to one percent (1.0%) of the outstanding balance per month (12% per annum)(the "Finance Charges") until paid in full, whether such payment is made before or after termination of this Agreement; provided, however, if the Finance Charges exceed the maximum rate permitted by law, the Finance Charges will be reduced to the maximum permitted by law; and (ii) INTECH may terminate this Agreement pursuant to the for-cause (material breach) termination provisions of Section 2(b)(vi).