

AGENDA

CITY COUNCIL MEETING

MONDAY, JUNE 2, 2014

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

United Way Presentation on Community Impact.

Council President Appointment of a Special Committee for Community Development Block Grant Program (CDBG) Approval.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: May 5, 2014

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 98-13** Communication from Mayor re: Appointment of Tania Mayen (D) to the Harbor Commission, referred to Miscellaneous Matters Committee.
- 99-13** Communication from Central Grants re: Grant Submission: KaBOOM! Community Partner Playground Program, referred to Economic and Community Development and Environment Committee.
- 100-13** Communication from Labor Relations and Benefits Administration re: Proposed Professional Services Agreement with Behavioral Health Consultants, LLC for EAP Services, referred to Contracts Committee.
- 101-13** Communication from Labor Relations and Benefits Administration re: Proposed Agreement with PMA Management Corporation of New England (PMAMCNE) for Third Party Claims Administrative Services Pertaining to the Workers' Compensation Program for the City and Board of Education, referred to Contracts Committee.
- 102-13** Communication from Central Grants re: Grant Submission: FY 2012 U.S. Department of Homeland Security, Federal Emergency Management Agency Port Security City of Stamford Grant Subrecipient Agreement, referred to Public Safety and Transportation Committee.
- 103-13** Communication from Central Grants re: Grant Submission: U.S. Department of Homeland Security, Federal Emergency Management Agency Port Security Grant Program, referred to Public Safety and Transportation Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 104-13** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Emergency Services & Public Protection, Division of Emergency and Homeland Security State Homeland Security Grant Program, referred to Public Safety and Transportation Committee.
- 106-13** Communication from Superintendent of Schools re: Grant Submission: Proposed Resolution for the Creation of a Replacement Roofing Project at Thomas Hooker School, referred to Education and Social Services Committee.
- 107-13** Communication from Mayor re: Appointment of Rosa J. Correa (R) to the Planning & Zoning Commission, referred to Miscellaneous Matters Committee.
- 108-13** Communication from Finance Department re: Proposed Professional Services Agreement with Blum Shapiro Consulting, LLC for the Purpose of Conducting an Examination of the City's Comprehensive Annual Financial Statements, referred to Contracts Committee.
- 109-13** Communication from OPED re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for the Security Building in Downtown North, referred to Economic and Community Development and Environment Committee.

ITEMS FOR IMMEDIATE CONSIDERATION:

- 105-13** Communication from Mayor re: Setting of the Mill Rate for Fiscal Year 2014-2015 **FOR IMMEDIATE CONSIDERATION.**

RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

- 96-13** Resolution presented by Council Members Martinez and Feliciano re: Proposed Request for the Installation of Two Signs designating "15 Minute Parking" Adjacent to 1001 East Main Street, referred to Board of Police Commissioners.
- 97-13** Resolution presented by Council Members Martinez and Feliciano re: Proposed Request to designate Pleasant Street as a "One Way Street" with Appropriate Signage placed at the Entrance of Street, referred to Board of Police Commissioners.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *69-13(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for June 16, 2014: re Disposition of City-Owned Property Located at 38 Luther Street.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *75-13** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Transportation for Dial-A-Ride Municipal Matching Grant Program for the Elderly.
- *76-13** Economic and Community Development and Environment Committee Report re: Grant Submission: FY 2013 Centers for Disease Control (CDC) for Public Health Program.
- *77-13** Economic and Community Development and Environment Committee Report re: 2014 Neighborhood Assistance Act.
- *78-13(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for June 16, 2014: re Disposition of City-Owned Property Located at 63 Waldorf Avenue to Habitat for Humanity.
- *82-13** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Mental Health & Addiction Services for Tobacco Retailer Education and Inspection Program.
- *87-13** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Marian Evans.
- *88-13** Miscellaneous Matters Committee Report re: Appointment of Maura Crossin (D) to the Port Authority Commission.
- *86-13** Education and Social Services Committee Report re: Grant Submission: State of Connecticut Department of Education for 2014 Early Childhood Bond Funds.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 2, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Ethan Book
144 Coleman Street
Bridgeport, CT 06604

City Council Stipends, conflicts of interest and
Legislative Department "Other Services".

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, JUNE 2, 2014
6:30 PM**

ATTENDANCE: Council members: Brannelly, Torres, Banta, Taylor-Moye, Halstead, McCarthy, McBride-Lee, Salter, DeJesus, Martinez, Paoletto, Holloway

ABSENT: Council members: Swain, Austin, Lyons, Vizzo-Paniccia, Feliciano, Marella, Martinez-Walker

Council President McCarthy called the public speaking session to order at 6:40 pm.

Please go to [www. SoundviewTV.org/Bridgeport](http://www.SoundviewTV.org/Bridgeport) to view or listen to the detailed comments that the speakers below addressed to the City Council on June 2, 2014.

RECEIVED
CITY CLERK'S OFFICE
2014 JUN - 09
A ID: 10
ATTEST
CITY CLERK

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 2, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Ethan Book 144 Coleman Street Bridgeport, CT 06604	City Council Stipends, conflicts of interest and Legislative Department "Other Services"

Mr. Book's comments are highlighted below:

- Stipends and alleged misuse among council members.
- Conflicts of interest, per the Ordinance. He stated that four council members (McCarthy, Paoletto, Holloway and Feliciano) voted for the budget and alleged that this exceeded lawful authority.
- Comments regarding governmental conspiracy.
- Mr. Book demanded that Council President McCarthy relinquish what he felt were overlapping roles for the good of public interest.

❖ *Statement may be submitted to the city clerk's office – or go to [www. SoundviewTV.org/Bridgeport](http://www.SoundviewTV.org/Bridgeport) to view or listen to the detailed comments*

The following speaker wasn't on the agenda and signed up to address the city council prior to the public speaking forum:

David Goodman
746 Harral Avenue
Bridgeport, CT

Mr. Goodman stated taxes have been raised, people are losing businesses and jobs; yet thousands were spent on constructing a driveway in Stratford and the administration has hired new people. He stressed that he doesn't see any council members in the community. He said he had a big problem with the Labor Board in Hartford that our tax dollars go to, noting that there are problems with WPCA contracts. He questioned why everything is so hush hush in the city. He emphasized that property taxes have been raised and it's not fair for those on a fixed income, noting that most people in the city pay some type of tax, whether they are homeowners, renters or pay property tax. He also questioned why children aren't given the right education. He stressed the matter pertained to equal opportunity in the city and not a matter of race. He said they need to fix the inner circle problems and the public schools should be receiving more than what they are currently receiving. He further questioned whether police officers make enough to risk getting shot or stabbed and he commented that he didn't think so; yet the city can't give contractors their proper share of contracts.

John Marshall Lee

City Council Comments: June 2, 2014

Good evening Council President McCarthy, elected representatives of the people and Bridgeport citizens and friends.....

I believe that most of you at some time or other in your career in school studied the structures, the processes and the way we govern ourselves municipally. Along the way I am willing to bet that you heard the term: "checks and balance", indeed it may have appeared on a quiz or test, it is that basic.

As you proceeded from school to an occupation and established your own life and residence, perhaps you may have thought about checks and balance in reference to our system of municipal governance. Where do you see it existing today? Is it healthy and robust? Or has it been steadily dismantled, compromised, and limited to the advantage of one or more parties in power? And, since you represent citizen-taxpayers, how is it working out for them, to have their voices heard, their causes addressed and practical solutions enacted? Where does the City Council stand in the creative tension of checks and balance?

Here in Bridgeport I see very little checking and no balancing whatsoever, in my opinion. You have seen some good City workers terminated and several years later after hearings and legal expenses you have had to vote for taxpayer dollars paid from somewhere unbudgeted, to provide a settlement

City of Bridgeport
City Council Meeting
June 2, 2014
Page 2 of 11

to them. In fact you have such a situation on your agenda tonight. Other workers have been terminated and their positions abolished making the City less able to deal with risk management or the Council less able to perform its tasks. Two positions that come to immediate mind are Internal Auditor and Legislative Assistant(s).

If you have read the City Charter you will realize that you have two responsibilities: you make the regulations that cover many City activities that are called Ordinances. You also are a vital part of the budget process. But what if you pass an Ordinance and one or more parts of it are not carried out? What then? Do you have a duty to review Ordinances on a regular basis and monitor your legislation? Has that been happening? I can assure you that the Purchasing Ordinances that are more than ten years old identified duties including annual reporting and triennial audits to the City Internal Auditor. Those duties have not been performed since you made the law. How can that happen? And budgets once passed, do you have any responsibility for oversight, monitoring, being aware of what is happening or not?? The public assumes so, but Budget and Appropriations Committee is not performing at that level, if measured solely by the two most familiar documents: the monthly financial reports and the Comprehensive Annual Financial Report (CAFR). How many of you have seen any purchasing reports in the past three years? What might they tell you that might inform you to ask good questions and expect comprehensive responses from the administration? Would you believe that three areas: WPCA, Construction Management Services and Grants (excluding the BOE) total nearly \$200 Million over the past three years? Do you know that you are provided no reports on those expenditures after approving them initially? Why not?

First you may be surprised to find that the City spends closer to \$700 Million each year than the \$500 Million of the operating budget. That happens because there is a good deal of borrowed and grant money in excess of routine operational items paid for by taxpayers. At some point they cross your desk in a rushed fashion, with less data than many wish, but very little opposition as would happen if you believed in your "check and balance" responsibilities.

You represent those who voted for you in a much larger way than you imagine today. You are community stewards. You are part of divided governing powers, the executive and the legislative, and if you fail then the community fails along with you, when you fail to check in order to assure that balance is the outcome. You have a duty to protect our citizens: the ones who work as city employees, different classes of citizens like the young with their future ahead of them needing good preparation as well as those who are older and need some assistance as life gets complicated with changes they face. Finally, you need to face the reality of City taxpayers whose incomes if increasing are not doing so net of inflation on their real purchases including rising property taxes. We are counting on you to exert your power. Time will tell.

John Marshall Lee

The following speaker wasn't on the agenda and signed up to address the city council prior to the public speaking forum:

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Mr. Young thanked Council member Torres for passing his information on to the city council and the city attorney's office regarding his unjust termination. He stressed that he had a right to be respected and due process. He questioned what he had to do to get the matter resolved, noting that he worked for the city for twenty-seven years. He recalled that the information indicated that he was terminated for not coming to work, but he was adamant that he was at work on March 16, 2006 and he had a doctor's note to indicate that. He requested that the council look at the information was submitted and act accordingly and justly. He questioned why his rights aren't being honored and he further stressed that the matter wasn't about black or white, but about right and wrong. He stated that the city council should practice what they preach and he felt his rights are still being violated just as they were for people during slavery. He expressed that it's a new day and he's not walking away from this rights being violated.

Hearing none, the public speaking forum ended.

The public speaking session ended at 7:00 pm.

CITY OF BRIDGEPORT

CITY COUNCIL MEETING

MONDAY, JUNE 2, 2014

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

ATTENDANCE: Council members: Brannelly, Torres, Banta, Taylor-Moye, Halstead, Swain, McCarthy, Lyons, McBride-Lee, Salter, DeJesus, Castillo, Martinez, Feliciano, Marella, Paoletto, Martinez-Walker, Holloway

ABSENT: Council members: Austin, Vizzo-Paniccia

Mayor Finch called the meeting to order at 7:25 pm.

Prayer - Council member Martinez-Walker offered the prayer.

Pledge of Allegiance - Council member Swain led the pledge of allegiance.

Moment of Silence - Mayor Finch asked for a moment of silence for two former city employees: Para Rosario and Bob Petro who recently passed away.

Roll Call - the City Clerk took the roll call and announced there was a quorum.

United Way Presentation: re Collective Impact

Mayor Finch introduced Rina Bakalar, Consultant for the United Way Collective Impact Initiative.

Ms. Bakalar highlighted aspects of the Collective Impact Initiative. She stated that the initiative was gearing up in Bridgeport. She referred to the folder that was distributed that

contained some basic information launching the initiative in Bridgeport – *she stated that anyone that is interested; could contact her to engage in a discussion and learn more.*

She went on to say that the initiative will be an opportunity for the community leaders, neighbors, residents, parents, faith leaders etc. to come together and build a civic infrastructure for children and families. The initiative will involve identifying a select group of outcomes from cradle to career that will position people for success. Those involved in the initiative have agreed how to measure progress from year to year and everyone has been engaged to roll up their sleeves to accomplish that outcome and align efforts for improvement, noting that it will be done until the goals are met. She further stated that this is a national movement that began in Cincinnati and it has been a framework model that is evidenced based and has been proven when agreed outcomes for the children are met. She added that the United Way Collective Impact Initiative will support development of: staffing, funding and technical resources. She urged more discussion if anyone is interested in getting involved to please contact her.

Council President Appointment of a Special Committee for Community Development Block Grant Program (CDBG) Approval

Council President McCarthy explained the rationale regarding this item. He stated that HUD changed the rules regarding conflict of interest. He recalled that the previous format was messy and cumbersome. He further stated that they couldn't get a quorum to approve the funding due to conflicts of interest among some of the council members. So outside counsel advised the administration and they recommended that they create a one-time special committee for the purpose of voting on the PY 40 -CDBG Funding Allocations.

Council President stated that the following council members will serve on the Special Committee:

- Council member Banta; Co-chair
- Council member DeJesus; Co-chair
- Council member Austin
- Council member Brannelly
- Council member Paoletto
- Council member Salter
- Council member Castillo

**** COUNCIL PRESIDENT MCCARTHY MOVED TO APPROVE**
**** COUNCIL MEMBER TAYLOR-MOYE SECONDED**

Council President McCarthy clarified that only the following council members would be authorized to vote, noting that all other council members must abstain:

- Council members: Brannelly, Torres, McCarthy, Austin, Banta, Swain, DeJesus, Salter, Halstead, Holloway, Castillo, Paoletto.

A roll call vote was taken.

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MOTION PASSED WITH NINE VOTES IN FAVOR AND TWO VOTES IN OPPOSITION (COUNCIL MEMBERS: TORRES AND HALSTEAD)

MINUTES FOR APPROVAL:

Approval of City Council Minutes: May 5, 2014

- ** COUNCIL MEMBER MARELLA MOVED TO ACCEPT THE MINUTES**
- ** COUNCIL MEMBER PAOLETTO SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

Personal Privilege – Council member Torres requested. He questioned the opinion from City Attorney Anastasi of whether the nine (9) votes made a majority vote, to question if it was a valid vote for those council members that recused. City Attorney Anastasi clarified that they need a majority of the quorum, not the entire city council body. And there were nine (9) votes which constitutes a legal vote. He further clarified that an abstention is not considered to be recused, because the council members who didn't vote; weren't allowed to vote due to the conflict of interest.

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109-13 Communication from OPED re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for the Security Building in Downtown North, referred to Economic and Community Development and Environment Committee.

**** COUNCIL PRESIDENT McCARTHY MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Mayor Finch asked if there were any items to be removed from the consent calendar. Council member Torres requested to remove item ***87-13** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Marian Evans.

The city clerk read the remaining consent calendar items into the record.

- *69-13(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for June 16, 2014: re Disposition of City-Owned Property Located at 38 Luther Street.
- *75-13** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Transportation for Dial-A-Ride Municipal Matching Grant Program for the Elderly.
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- *82-13** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Mental Health & Addiction Services for Tobacco Retailer Education and Inspection Program.
- *87-13** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Marian Evans. - *removed*
- *88-13** Miscellaneous Matters Committee Report re: Appointment of Maura Crossin (D) to the Port Authority Commission.
- *86-13** Education and Social Services Committee Report re: Grant Submission: State of Connecticut Department of Education for 2014 Early Childhood Bond Funds.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**

**** COUNCIL MEMBER BRANNELLY SECONDED**

**** MOTION PASSED UNANIMOUSLY**

Mayor Finch returned to item ***87-13** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Marian Evans

**** COUNCIL MEMBER SWAIN MOVED TO APPROVE**

**** COUNCIL MEMBER McCARTHY SECONDED**

It was stated that the council would need to enter into executive session to discuss details of the litigation. *It was noted that Attorney Betsy Edwards and City Attorney Anastasi would attend the executive session.*

**** COUNCIL PRESIDENT McCARTHY MOVED TO ENTER INTO EXECUTIVE SESSION**

**** COUNCIL MEMBER MARELLA SECONDED**

**** MOTION PASSED WITH FIFTEEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITON (COUNCIL MEMBERS: PAOLETTO, HOLLOWAY)**

Note: Council member Martinez stepped away during this vote, therefore her vote to enter into executive session wasn't recorded.

The city council entered into executive session at 7:50 pm.

Council member Holloway left the meeting before the executive session ended at 8:00pm.

The city council came out of executive session at 8:15 pm.

Mayor Finch reconvened the meeting at 8:18 pm.

He returned to **ITEM*87-13** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Marian Evans.

A roll call vote was taken.

**** MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITION (COUNCIL MEMBERS: TORRES AND HALSTEAD)**

****Let it be noted that Council member Holloway left the meeting before the vote was taken, therefore his vote wasn't recorded.***

RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

96-13 Resolution presented by Council Members Martinez and Feliciano re: Proposed Request for the Installation of Two Signs designating "15 Minute Parking" Adjacent to 1001 East Main Street, referred to Board of Police Commissioners.

97-13 Resolution presented by Council Members Martinez and Feliciano re: Proposed Request to designate Pleasant Street as a "One Way Street" with Appropriate Signage placed at the Entrance of Street, referred to Board of Police Commissioners.

**** COUNCIL PRESIDENT McCARTHY MOVED TO REFER RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

ITEMS FOR IMMEDIATE CONSIDERATION:

105-13 Communication from Mayor re: Setting of the Mill Rate for Fiscal Year 2014-2015 **FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**

**** COUNCIL PRESIDENT McCARTHY SECONDED**

**** MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITION (COUNCIL MEMBERS: TORRES, LYONS)**

Announcement – Council President McCarthy that it was Council member Martinez-Walker's birthday this past weekend – *the entire council sang Happy Birthday!*

ADJOURNMENT

**** COUNCIL MEMBER McCARTHY MOVED TO ADJOURN**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:20 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913
COM. #98-13 Referred to Miscellaneous Matters Committee
MEMORANDUM on 6/2/2014

BILL FINCH
Mayor

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: May 15, 2014

RE: Boards & Commissions

Please place the following name on the June 2, 2014 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Harbor Commission:

Tania Mayen (D)
59 Bennell Street, Apt. 42
Bridgeport, CT 06605

This will replace a vacancy. This term will expire on September 30, 2015.

BF/lac

ATTEST
CITY CLERK

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2014 MAY 22 P 3:33



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ANDREW J. NUNN
Chief Administrative Officer

BILL FINCH
Mayor

COMM. #99-13 Referred to ECD&E Committee on 6/2/2014

CHRISTINA B. SMITH
Director
Central Grants

May 20, 2014

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: Resolution – **KaBOOM! Community Partner Playground Program**

Attached, please find a Grant Summary and Resolution for the **KaBOOM! Community Partner Playground Program** to be referred to the **Economic and Community Development Committee** of the City Council.

Grant: City of Bridgeport application to the **KaBOOM! Community Partner Playground Program**

If you have any questions or require any additional information please contact me at 203-332-5665 or christinab.smith@bridgeportct.gov.

Thank you,

Christina Smith
Central Grants Office

ATTEST
CITY CLERK

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CITY CLERK'S OFFICE
2014 MAY 21 A 8:59



GRANT SUMMARY

PROJECT TITLE: **KaBOOM! Community Partner Playground Program**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Christina Smith**

PHONE NUMBER: **203-332-5665**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport **Public Facilities, Parks and Recreation Department** is seeking assistance in the form of playground equipment from the **KaBOOM! Community Partner Playground Program**. The program provides playground equipment and volunteers to build a playground, in a site designated by the city, using the KaBOOM! community-build model where volunteers work together to build a new playground in one day. The sites that will be applied for are around Shell Street (Black Rock) and Wilbur Cross (North End). The site chosen will be determined by KaBOOM! based on site suitability.

CONTRACT PERIOD: n/a

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal:

State:

City: \$8,500

Other: \$85,000 approx. in-kind (playground equipment)

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

A Resolution by the Bridgeport City Council

Regarding the

KaBOOM! Community Partner Playground Program

(DRAFT)

WHEREAS, the KaBOOM! is authorized to extend financial assistance and/or services to municipalities in the form of grants of funding and/or grants of services; and

WHEREAS, these services have been made possible through the Community Partner Playground Program; and

WHEREAS, services under this grant are provided in the form of playground equipment and volunteers to build a playground on a site designated by the city using the KaBOOM! community-build model which brings together volunteers who work together to build a new playground in one day; and

WHEREAS, the build will take place on a day in August or September 2014 as designated by KaBOOM!; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Central Grants Office in partnership with the Public Facilities, Parks and Recreation Department, submits an application to KaBOOM! for the purpose of committing to build a playground, in a site designated by the city, using the KaBOOM! community-build model which brings together volunteers who work together to build a new playground in one day.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with KaBOOM! for the purpose of the Community Partner Playground Program; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with KaBOOM! for the Community Partner Playground Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



CITY OF BRIDGEPORT
LABOR RELATIONS AND BENEFITS ADMINISTRATION

45 Lyon Terrace, Bridgeport, Connecticut 06604

LAWRENCE E. OSBORNE
Director
(203) 576-7843

JANET M. FINCH
Human Resources
Manager
(203) 576-8474

BILL FINCH
Mayor

COMM. #100-13 Referred to Contracts Committee on
6/2/2014

RICHARD D. WEINER
Benefits Manager
(203) 576-7007

May 22, 2014

The Honorable Fleeta C. Hudson
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

RE: Behavioral Health Consultants, LLC

Dear Ms. Hudson:

Would you kindly add the following item to the June 2, 2014 City Council Agenda for referral to committee:

Professional Services Agreement between Behavioral Health Consultants, LLC
and the City of Bridgeport

An original and 14 copies of this agreement are enclosed. Thank you for your assistance.

Sincerely,

Janet M. Finch

Enclosure

cc: Lawrence Osborne, Director of Labor Relations
Andrew Nunn, CAO

ATTEST
CITY CLERK
RECEIVED
CITY CLERK'S OFFICE
2014 MAY 23 A 11:02



**EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS**

PROJECT TITLE : Professional Services Agreement between the City of Bridgeport and Behavioral Health Consultants, LLC for EAP Services

RENEWAL X NEW

DEPARTMENT SUBMITTING INFORMATION: Human Resources

CONTACT NAME: Janet Finch

PHONE NUMBER: (203) 576-8474

PROJECT SUMMARY/DESCRIPTION: This agreement is the result of a RFP for EAP services issued by the City of Bridgeport. Behavioral Health Consultants, LLC won the bid through the RFP process. The Board of Public Purchases approved the RFP process at their May 20, 2014 special meeting. Term of contract: three years (7/1/20014 – 6/30/2017); cost for Year 1 is \$21.35/employee for a total cost of \$32,067; Year 2 cost is \$22.20/employee for a total cost of \$33,345; Year 3 cost is \$23.08/employee for a total cost of \$34,667.

CONTRACT DATES: 7/1/2014 – 6/30/2017

PROJECT GOALS AND PROCEDURES: The City of Bridgeport provides an Employee Assistance Program for its employees and their eligible dependents at no charge to the employee. The EAP program consists of counseling and referral services to any eligible individual experiencing symptoms of alcoholism, drug abuse and/or addiction, emotional distress, family and/or marital difficulties and other personal problems. Each employee and his/her eligible dependent will receive (3) assessment and referral counseling sessions per issue. Trainings, supervisor consultants and promotional seminars are included in the fee (see Memorandum of Understanding and Attachment A). Police and Fire Department employees will receive “Critical Incident Stress Debriefing” (CISD) sessions after any traumatic on-the-job incident, or at the request of the Police or Fire Chief.

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal:
State:
City: Entire Fee
Other:

FUNDS REQUESTED

Salaries/Benefits:
Supplies:
Transportation/Travel:
Other (explain):
Subcontracts: Yes _____ No
If yes, supply listing and dollar amount
(please attach)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ____ day of _____, 2014 (the "Agreement") is hereby entered into between **Behavioral Health Consultants, LLC**, with offices at **3018 Dixwell Avenue, Hamden, CT 06518** (the "Consultant") and **the City of Bridgeport**, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "City") on the following terms and conditions:

WHEREAS the City requires the services of the Consultant for the purpose of **providing an Employee Assistance Program (EAP)** in accordance with the terms and conditions set forth herein **and in the attached Memorandum of Understanding and Attachment A**; and

WHEREAS the Contractor represents that it possesses all professional and business licenses required by the Connecticut General Statutes in order to perform professional and business services, and is qualified and duly-authorized, where authorization is required for a foreign entity, to do business in the State of Connecticut;

WHEREAS the Consultant agrees to commence its services and perform the same in accordance with this agreement and as specifically directed by the City;

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Consultant to **provide an Employee Assistance Program (EAP)** (the "Services"). Such Services will focus primarily on **all work identified in the Memorandum of Understanding and Attachment A annexed hereto ("Work")**. The Consultant's activities shall consist of, for example: **Delivery of EAP services, reports and recommendations as requested by the City in accordance with the Memorandum of Understanding and Attachment A.**

2. Term of Engagement. This Agreement shall commence within five (5) business days of the date last below written and shall continue in full force and effect until the Services are completed according to this Agreement, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("Term"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been

completed in accordance with the terms of this Agreement and which has been accepted in due course by the City.

3. Record of Activities. The Consultant shall maintain contemporaneous daily time records of hours and tasks performed in sufficient detail requested by the City, which records shall be submitted to the City during the Term, or unless otherwise directed by the City. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

4. Payment.

(a) Source of Funds. The Consultant's activities under this Agreement will be funded from **the City of Bridgeport**. The parties understand that the Consultant will provide its Services on the following basis: **in accordance with the services outlined in the MOU between the City of Bridgeport and Behavioral Health Consultants**.

(b) Payment. The Consultant will submit its invoices with all backup documentation, including hours (to the quarter hour), activities conducted, reimbursable expenses with receipts, and the like, to the City on a **quarterly** basis for the Services rendered, **in accordance with the MOU between the City of Bridgeport and Behavioral Health Consultants**.

5. Acceptability of Information and Reports Supplied by the Consultant. Any and all information and reports, whether supplied orally or in writing by the Consultant, shall be based upon consistent and reliable data-gathering methods and may be relied upon by the City.

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. Non-Circumvention. [INTENTIONALLY OMITTED] [prevents Consultant from hiring City employees involved in project within one year after project completion.]

9. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Proprietary Rights or Confidential Information rights would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.

10. Representations and Warranties.

The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

(a) The Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in its employ or will hire qualified and trained personnel to perform the Services required.

(b) The Consultant represents that it can commence the Services promptly within five (5) days of the receipt of a notice to proceed and will complete the Services in a timely manner on a schedule to be approved by the City.

(c) The Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

(e) The Consultant will not subcontract any of the work to third parties without prior written notice to the City and receipt of the City's prior written consent.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of same in accordance with the terms of this Agreement.

(h) The Consultant represents that it possesses all licenses and permits that may be required to perform the Services required by this Agreement.

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may

terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available to a purchaser of goods under the Uniform Commercial Code.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

12. Notices. Notices sent to either party shall be effective on the date delivered in person by hand or by overnight mail service or on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the City:

Human Resources Manager
City of Bridgeport
45 Lyon Terrace
Room 106
Bridgeport, Connecticut 06604

with a copy to:

Office of the City Attorney
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

If to the Consultant:

Behavioral Health Consultants, LLC
At the address specified above.

with a copy to:

13. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").

(b) The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination.

14. Resolution of Disputes and Choice of Law.

The parties agree that all disputes between them arising under this agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, shall be resolved in a court of competent jurisdiction over the parties located in Fairfield County, Connecticut.

15. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the

withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

(a) Indemnification. The Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Consultant shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents.

B. Insurance requirements: (1) The following insurance coverage is required of the Consultant and shall ensure that the City, by policy endorsement, (a) is named as additional insured and (b) is entitled to 30-day notice of cancellation in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut:

Errors and Omissions Insurance (claims made form) will be provided by all Consultants and other professionals involved in the work of this

agreement with minimum limits of \$1,000,000, or as otherwise required by the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations of the Consultant conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, broad form property damage, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

(b) General requirements. All policies shall include the following provisions:

Cancellation notice—The City shall be entitled by policy endorsement to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, Margaret Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance delivered to the City and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate required to be delivered to the City prior to any work or other activity commencing under this agreement.

Additional insured—The Consultant will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional

insured parties and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial rating or rating otherwise acceptable to the City. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns
ATIMA
Attention: Purchasing Agent
999 Broad Street
Bridgeport, Connecticut 06604"

18. Non-Discrimination. The Consultant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

19. Communications. All communications shall be made orally or in writing to Human Resources Manager, City of Bridgeport, or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Consultant without the City's prior written consent and any attempt to the contrary shall be void.

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. 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 scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

(e) Partial Invalidity. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

(f) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(g) Headings. Headings are for reference purposes only and have no substantive effect.

(h) Survival. All representations, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(i) Precedence of Documents. In the event there is any conflict between this agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

(j) Property Access. The parties understand that it is the City's obligation to obtain legal access to City property where the Consultant's Services are to be performed. The Consultant shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the City in writing.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly-authorized representatives.

CITY OF BRIDGEPORT

By: _____
Name:
Title:

BEHAVIORAL HEALTH CONSULTANTS, LLC

By: _____
Name:
Title:
duly-authorized

**EMPLOYEE ASSISTANCE PROGRAM
MEMORANDUM OF UNDERSTANDING**

Behavioral Health Consultants, LLC (BHC), 3018 Dixwell Avenue, Hamden, CT. 06518 agrees to provide an Employee Assistance Program (EAP) to:

**City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604
(203) 576-8474**

1. This program will cover 1,502 employees and their dependents and will be in effect from 07/01/2014 to 06/30/2017. The City of Bridgeport agrees to pay the established fee of \$21.35 per employee per year to BHC. BHC agrees to cover 1,502 employees. Total year one fee will be \$32,067.00
2. Payments in the amount of \$8,016.92 are due 30 days prior to the first day of each quarter.
3. In the event of a 5% fluctuation in the total number of employees, The City of Bridgeport will inform BHC and the number will be adjusted at the beginning of the next quarter, for that and subsequent quarters.
4. BHC agrees to provide all the deliverables listed in Attachment A of the Agreement.
5. Either BHC or The City of Bridgeport may terminate this Agreement upon written notice (via certified mail) of their intention to terminate at least thirty (30) days prior to the desired termination date of the contract.
6. This Agreement may be amended or modified only upon the written consent of BHC and The City of Bridgeport.

Signature

Signature

James N. Rascati, LCSW
Partner/Director of Organizational Services

Printed Name/Position

Date
May 22, 2014

Date

Behavioral Health Consultants, LLC

The City of Bridgeport

ATTACHMENT A

- 24-Hour Coverage by the EAP 800-number help line
- Three (3) Assessment & Referral Counseling Sessions
- Fifty hours of professional time to be used for:
 - Employee Orientation Sessions
 - Supervisor Training Sessions – The Performance Management Discussion
 - “Brown Bag” Wellness seminars
- Unlimited Supervisor Phone Consultation
- Continued Development of a Police Department Peer Support Program
- Continued Development of a Fire Department Peer Support Program
- Seven Substance Abuse Professional Evaluations
- Unlimited Critical Incident Stress Debriefings.
- Promotional Items and Services, including:
 - Brochures with wallet card - one per employee, in English and Spanish
 - Posters, in English and Spanish
- Quarterly and Year-End Utilization Data Reports
- Satisfaction Survey and Results - one for each EAP user

In addition, any of the following optional services can also be provided on an hourly basis, portal to portal:

Management Training	\$250.00 per hour
Wellness Seminars	\$200.00 per hour
Employee Orientations	\$150.00 per hour
Substance Abuse Professional Evaluations	\$450.00 per case

Year Two and Three Fees for the City and BOE if both renew with BHC

	Year Two	Year Three
City of Bridgeport	\$22.20	\$23.08

We would be willing to entertain an option to provide years four and five. We would provide a similar MOU with specific services and fees that the City and BOE could then review and decide if they would like to extend the contract for two more years.



CITY OF BRIDGEPORT
LABOR RELATIONS AND BENEFITS ADMINISTRATION

45 Lyon Terrace, Bridgeport, Connecticut 06604

LAWRENCE E. OSBORNE
Director
(203) 576-7843

JANET M. FINCH
Human Resources
Manager
(203) 576-8474

BILL FINCH
Mayor

COMM. #101-13 Referred to Contracts Committee on
6/2/2014

RICHARD D. WEINER
Benefits Manager
(203) 576-7007

May 23, 2014

Honorable Fleeta Hudson
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

RECEIVED
CITY CLERK'S OFFICE
2014 MAY 23 A 11:02
ATTEST
CITY CLERK

Dear Madam Clerk:

Attached please find an original and thirteen copies of the Agreement between the City and PMA Management Corporation of New England (PMAMCNE) for third party claims administrative services pertaining to the workers' compensation program for the City and Board of Education.

The term of the Agreement is from July 1, 2014 to June 30, 2016.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of June 2, 2014.

Sincerely,

Richard D. Weiner
Benefits Manager



**EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS**

CONTRACT TITLE: Agreement for Third Party Administrative Services

RENEWAL _____ NEW X

DEPARTMENT SUBMITTING INFORMATION: Benefits

CONTACT NAME: Richard Weiner

PHONE NUMBER: (203) 576-7007

CONTRACT SUMMARY/DESCRIPTION:

Purpose:

The attached agreement pertains to the delivery third party administrative (TPA) services in connection with the City's obligation to provide a statutory workers' compensation program to employees of the City and Board of Education.

The City is self-insured with regard to its liability for medical, administrative and indemnity (lost time wages, permanency, and settlement) expenses under the workers' compensation statutes. TPA services pertain to all services related to program administration except insurance, such as, claims adjudication services (evaluating and investigating claims, calculating benefit entitlements, monitoring and approving claimant's medical treatment and compliance thereof), loss prevention consulting (OSHA compliance, employee training, hazard identification and attenuation) administration of managed care programs, and government reporting.

Background

For approximately fifteen years, these services were provided by Berkley Administrators. In 2013, Berkley decided to leave the TPA business and asked to be released from the fifth year (FY-14) of its then current five-year agreement with the City. In exchange for certain consideration, the City granted Berkley's request. The City selected PMA as the replacement TPA. PMA is the leading TPA for self-insured workers compensation programs among municipalities in CT. Some of their larger municipal clients include Ansonia, Bristol, Hamden, Meriden, Norwich, Stamford, Stratford, and Waterbury. In addition, PMA provides loss prevention services to New Haven and Greenwich. We obtained excellent references on them.

PMA consented to a three-year agreement with administrative fees fixed for three years at \$455,000 per year which was the rate that would have applied in the last year of the Berkley contract. A 12-month Assignment and Assumption Agreement took effect on 7/1/14 in which PMA was chosen as the successor to Berkley, PMA agreed to honor the Berkley contract and abide by certain financial provisions. Berkley transferred all Bridgeport claim records to PMA at

no cost to Bridgeport. The Assignment and Assumption Agreement is part of the new agreement with PMA (Exhibit A of Agreement) which thereby includes the provisions of the Berkley agreement except where specifically altered by the new agreement with PMA.

CONTRACT DATES: 7/1/14-6/30/16

PROJECT GOALS:

As we move forward with PMA in FY-15, we strive to reduce accident frequency in all departments. PMA has a strong reputation for having knowledgeable personnel skilled in loss prevention in the municipal environment. This past year we have focused our efforts department safety committee deliberations and supervisory training in accident investigation. This effort will continue in FY-15. In addition, we seek to achieve faster turnaround in the claims adjudication process, improving services from our managed care network and reducing claim cost with heart and hypertension cases.

IF APPLICABLE

FUNDING SOURCES: CITY

**AGREEMENT FOR THIRD PARTY
CLAIMS ADMINISTRATIVE SERVICES**

THIS IS AN AGREEMENT, for third party claims administrative services (TPA services) made as of the first day of July, 2014, by and between PMA Management Corp. of New England (PMAMCNE), a corporation duly incorporated under the laws of the State of Connecticut, whose principal offices are located at 530 Preston Avenue, Meriden, Connecticut 06450 and the City of Bridgeport, Connecticut (Client or City), a political subdivision of the State of Connecticut whose principal place of business is located at 999 Broad Street, Bridgeport, Connecticut 06604.

RECITALS

CLIENT is authorized by the State of Connecticut to self-insure its workers' compensation injuries or occupational illnesses incurred by its employees arising during the course and scope of their employment; and,

PMAMCNE, a duly authorized provider of third party administrator (TPA) services in the State of Connecticut, has been serving the Client in this capacity having previously assumed the obligations of the prior Berkley administrator, and has submitted its proposal to Client to provide TPA and other services which are more fully described herein; and,

CLIENT, having selected PMAMCNE to continue to provide TPA and other services, desires to enter into an agreement with PMAMCNE on the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the forgoing and the mutual covenants contained herein (the receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound hereby, the parties agree and intend to contract as follows:

1. ASSIGNMENT AND ASSUMPTION AGREEMENT

The Assignment and Assumption Agreement dated as of May 14, 2013 and the BAC Agreement as defined therein shall be attached and incorporated into this Agreement, the Assignment and Assumption Agreement being attached hereto and made a part hereof as Exhibit A. Both PMAMCNE and Client agree to discharge their obligations and responsibilities set forth in the Assignment and Assumption Agreement for the term of this Agreement. In the event of any contradictory terms, this Agreement shall prevail.

2. DEFINITIONS

- a. "Allocated Loss Adjustment Expenses" (ALAEs):** shall mean any cost or expense incurred by PMAMCNE in connection with the administration, investigation, adjustment or defense of claims on behalf of Client.

ALAEs include but are not limited to: any and all legal fees, court costs and legal expenses; fees and expenses billed by attorneys for legal services; court reporters, fees for service of process; pre and post judgment interest paid; professional photographs; medical records; any and all costs associated with Medicare §111 reporting; the cost to retain experts; cost containment fees; rehabilitation costs; accident reconstruction; architects; chemist; contractors; engineers, police, fire, coroner, weather or other such reports; extraordinary costs for witness statements; the cost to obtain official documents and transcripts; sub rosa investigations; medical examinations; extraordinary travel made by Client's request; collection costs payable to third parties on subrogation; or, any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a **Qualified Claim**; or, the protection of subrogation, contribution, indemnification rights of the Client.

- b. **"Claim Files"**: shall mean the files, either electronic or paper, for all open or closed claims which are provided to PMAMCNE at the inception of this Agreement and created during this Agreement and which shall be considered the sole property of the Client.
- c. **"Disability Management Coordinator"**: shall mean PMAMCNE's Registered Nurses who telephonically manage workers' compensation claims.
- d. **"Discretionary Authority Limit"**: shall mean the maximum amount PMAMCNE is authorized to pay on Client's behalf for any **Qualified Claim** without first obtaining prior approval from Client.
- e. **"Lost Time Claims"**: shall mean any timely reported workers' compensation accident or claim where the injured employee will likely be entitled to medical benefits and has lost or may lose time from work or will submit or has submitted a claim for indemnity benefits. Claims shall be identified as **Lost Time Claims** when PMAMCNE initiates investigation of any kind to resolve issues regarding compensability without regard to: (1) whether or not the injured worker has actually lost time from work or (2) whether the claim is ultimately approved or denied. **Lost Time Claims** shall also include a claim previously classified as a **Medical Only Claim** which required PMAMCNE to perform additional claim handling services of any nature.
- f. **"Medical Case Managers"**: shall mean PMAMCNE's Registered Nurses who provide on site case management services in connection with workers' compensation claims.
- g. **"Medical Only Claims"**: shall mean any reported workers' compensation accident or claim involving an injured worker who is or

may be entitled to medical benefits; but, is not likely to lose time from work or submit a claim for indemnity benefits.

- h. **“Qualified Claim”**: shall mean any claim, loss, monetary demand, or suit occurring within the term of this Agreement. **Qualified Claim** may also include claims which are presently handled by PMAMCNE but were handled by PMAMCNE for Client under a prior agreement with PMAMCNE.
- i. **“Record Only Claims”**: shall mean a claim which is specifically reported to PMAMCNE by Client as **Record Only** and not otherwise classified by PMAMCNE as **Lost Time** or **Medical Only**. **Record Only Claim** only obligates PMAMCNE to memorialize a notice of an occurrence or incident.
- j. **“Takeover Claims”**: shall mean any open claim which has been: (1) administered by Client or Client’s third party administrator prior to the inception of this Agreement; and, (2) subsequently transferred to PMAMCNE for servicing on or after the inception of Agreement. Client will not be charged by PMAMCNE for handling any claim which was previously paid by Client as a **Takeover Claim** when previously handled by PMAMCNE.

3. **TERM**

This Agreement is effective beginning July 1, 2014 for a term of two (2) years until June 30, 2016, with the Client holding an option for up to three (3) one (1) year extensions and shall remain in full force and effect unless otherwise amended or terminated. For the avoidance of doubt, the following initial time periods shall apply:

July 1, 2014 through June 30, 2015: **first (1st) year** of this Agreement
July 1, 2015 through June 30, 2016: **second (2nd) year** of this Agreement

4. **TPA SERVICES**

- a. **PMAMCNE will provide such services as are reasonable or necessary to manage and maintain the Client’s self-insured workers’ compensation program (hereinafter collectively referred to as the “Program”) and act as an advisor to the Client in all matters relating thereto.**
- b. **PMAMCNE shall, in a timely fashion, provide customary and appropriate workers’ compensation claims handling services for all Qualified Claims in accordance with the workers’ compensation statutes of the State of**

- staff, claims manager, nurse case manager, and adjustors who handle to lost-time claims to participate in monthly claim review meetings with Bridgeport.
- ii. PMAMCNE will make every reasonable effort to keep assigned staff on Bridgeport claims on a consistent basis.
 - iii. PMAMCNE will remove any employees such as claims adjustor, lost control employee and others for good cause shown by Bridgeport and will appoint replacements reasonably acceptable to Bridgeport in a timely fashion.
- h.** Three-point contact (employee, provider, and employer) will be initiated within one (1) business day of notification for complex medical or lost time cases. The claim adjuster will obtain from the medical provider promptly following each medical encounter an evaluation of medical status including functional capabilities, medical recovery and target dates for return to work. The three-point contact continues throughout the duration of the case, at regularly scheduled intervals and at all critical medical and work status milestones.
- i.** Claim Call in: PMAMCNE will provide internet access, 800 number, fax. 24/7 call in service staffed by live operators that are trained in performing in-take calls regarding work-related injuries and illnesses. PMA will provide technology to loading information in first reports of injury and will make it happen promptly.
- j.** Reports/Communications: Monthly reports will be provided automatically within fifteen (15) days of the end of the subject month, which shall include claims reported and handled by department, costs by department, for both the subject month and year to date. Specifically, monthly reports to be provided to the Client include i) Net Claim Frequency Report; ii) Pay Class Summary Report; and iii) Check Register Report. An annual Stewardship Report shall also be provided to the Client with such information and detail as set forth in Exhibit B, attached hereto and made a part hereof .
- k.** PMAMCNE employees are expected to provide outstanding customer service to claimants and City administrators which the Client defines as prompt, courteous and knowledgeable services. Employees who cannot meet this standard will be removed from the City's account. PMAMCNE senior management will attend quarterly meetins with the City's Chief Administrative Officer to review safety performance and provide guidance on an as requested basis.

- i. Inquiries from claimants will be answered within one (1) business day unless alternative arrangements are made.
 - ii. PMAMCNE will provide a list of assigned representatives and will update that quarterly.
 - iii. PMAMCNE will answering e-mails and return telephone calls within one business day. If any assigned representative should face a forseen absence, advance notice and replacement information shall be provided to Client in advance.
- l. Financial Controls: PMAMCNE will provide Client with a detailed list of controls and PMAMCNE commitments regarding prevention of payment errors, disaster plans, safekeeping of data, and fraud prevention. It is a condition of this Agreement that PMAMCNE adhere to its control plans.

5. EXCESS REPORTING SERVICES

- a. PMAMCNE will report to Client's excess insurance carrier or carriers ("Carrier(s)") all **Qualified Claims** administered by PMAMCNE which meet Client's excess insurance reporting requirements, subject to the following requirements:
 - i. Client shall promptly deliver to PMAMCNE copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed upon between the Client and Carrier(s) as they arise.
 - ii. Client shall direct Carrier(s) to provide PMAMCNE with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to Client.
 - iii. Client shall provide data for conversion to PMAMCNE's computer system for purposes of determining historical loss information.
 - iv. Client shall instruct its attorneys to advise PMAMCNE when in the attorney's professional opinion one of Client's claims meets those thresholds.
- b. Client's failure to supply the information set forth above shall relieve PMAMCNE of liability for the timely reporting of excess claims to Client's Carrier(s). PMAMCNE shall not be liable for reporting any **Qualified Claims** not administered by PMAMCNE, nor for claims not timely filed by Client's prior TPA.

- c. If requested by Client, PMAMCNE shall provide Client with a cumulative listing of all claims which have been reported by PMAMCNE to Carrier(s). Within ninety (90) days of its receipt of said listing, Client shall notify PMAMCNE of any claims which the Client knew or should have known met the reporting thresholds and which are not included on the listing. Client's failure to so notify PMAMCNE shall relieve PMAMCNE of its obligation to report such claims to Carrier(s).

6. MANAGED CARE SERVICES

- a. PMAMCNE may provide medical case management and disability management coordinators for the management of certain workers' compensation claims, as requested by Client. Medical case management and disability management coordinators, in conjunction with PMAMCNE claims professionals, will provide the following services, including but not limited to: monitor the treatment programs recommended for each claimant by the relevant health care providers; coordinate necessary services; recommend utilization review; review pertinent medical reports; perform all investigative activities as may be appropriate.
- b. PMAMCNE shall provide Cost Containment Programs to review medical bills and bills for other services performed in connection with each **Qualified Claim**, for appropriateness, relatedness to the injury or accident, unbundling, and for conformity to any applicable fee schedule or usual and customary repricing (UCR).
 - i. PMAMCNE shall provide access to its preferred provider network (PPN) vendor for health care services which may include hospitals, physicians, and ancillary care providers from which Client and its employees may obtain medical services. In addition, PMAMCNE shall provide Client access to its Out of Network (OON) vendor.
 - ii. PMAMCNE will maintain a provider network approved by the Workers' Compensation Commission. PMAMCNE will work with the City to customize and maintain the provider network and assure its approval by the Workers' Compensation Commission. In addition, PMAMCNE will continually monitor and refine the network.
 - iii. PMAMCNE will maintain a Provider Relations Staff to audit and promote provider compliance with best practices in workers' compensation program administration
 - iv. PMAMCNE will assure distribution of the City's managed care program to providers and employees.

- v. PMAMCNE shall provide Client access to its pharmacy benefit management program. The pharmacy benefit management program provides prescription drugs and durable medical equipment at discounted prices.
- c. When deemed appropriate by PMAMCNE, third party vendors may be retained by PMAMCNE for the purpose of directly or indirectly providing managed care services or any services as may become necessary for PMAMCNE to provide such managed care services. Transferring services from PMAMCNE to a third party are subject to consent of Client.
- d. Client agrees to use PMAMCNE's healthcare provider networks.

7. RISK CONTROL SERVICES

- a. At Client's request, PMAMCNE shall perform a risk management assessment through interviews, review of records and on-site inspections, to assess operational, administrative, behavioral and managerial systems as they relate to accident prevention and loss control. The results will be provided to Client.
- b. At Client's request, PMAMCNE will prepare a more detailed analysis of specific risk-related issues, or prepare custom risk control strategies and implementation plans based on PMAMCNE's initial risk management assessment.
- c. At Client's request, PMAMCNE will provide any or all the following risk control services:
 - i. Industrial Hygiene Assessment (additional fees and expenses may apply): including identification of dangerous occupational exposures to noise, chemicals, air contaminants, heat stress, and other environmental hazards.
 - ii. Ergonomic Risk Assessment: including evaluations for cumulative trauma disorders for an entire operation or selected tasks, jobs, workstations or worksites.
 - iii. Risk Control Program Consultation Services including the following:
 1. Strategic Risk Control Plan Facilitation
 2. Management Development Programs
 3. Supervisor Development Programs
 4. Employee Development Programs
 5. Employee Communication Initiatives

6. Occupational Health Services Programs

- d. Any risk control services provided are to assist Client in reducing Client's exposure to risk of loss. Evaluations concern only such conditions and practices as may be evident at the time of PMAMCNE's visits. **THE SERVICES PERFORMED HEREUNDER BY PMAMCNE SHALL NOT BE CONSTRUED AS APPROVAL BY PMAMCNE OF CLIENT'S OPERATIONS, PROCESSES, SERVICES, PRODUCT DESIGN OR PRODUCT FUNCTION BY PMAMCNE. THE PARTIES AGREE THAT WHILE PMAMCNE WILL PERFORM RISK CONTROL SERVICES WITHIN INDUSTRY STANDARD, NO GUARANTEES OR OTHER SIMILAR ASSURANCES CAN BE MADE BY PMAMCNE THAT IT HAS DISCOVERED ALL OF CLIENT'S PAST, CURRENT, OR FUTURE RISKS OR HAZARDS. THE PARTIES FURTHER AGREE THAT BY PROVIDING THE SERVICES SPECIFIED HEREUNDER, PMAMCNE IS NOT MAKING ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF CLIENT'S PRODUCTS OR PROCESSES FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER WARRANTY, AND ANY LIABILITY OF PMAMCNE, ITS AFFILIATES OR AGENTS, FOR DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, FOR ANY CAUSE WHATSOEVER, IS EXPRESSLY DISCLAIMED, EVEN IF PMAMCNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**
- e. At least 30% of a loss control employee's time will be dedicated to Client and such employee will attend all monthly and quarterly safety meetings and perform operation inspections on an as-needed basis.

8. RISK MANAGEMENT INFORMATION SYSTEM (RMIS)

- a. PMAMCNE will provide the following RMIS services:
- i. access to PMAMCNE's RMIS for up to three (3) users.
 - ii. Standard Reports available through PMAMCNE's RMIS, including a monthly report itemizing all claims process by PMAMCNE during the previous month including reports giving the status of losses, payments to date, estimated reserve amounts and other details relating to losses for purpose of Client's loss analysis.

iii. Customized reporting reasonably acceptable to PMAMCNE, subject to the terms, conditions and fees as may be stated herein. PMAMCNE will provide a reasonable estimate of the costs of preparation of any such reports to Client in advance.

b. Warranty and Limitation of Liability for PMAMCNE's RMIS:

i. PMAMCNE warrants any RMIS furnished against malfunctions, errors or loss of data which are due solely to errors on its part. If Client notifies PMAMCNE in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then:

1) In the event of a malfunction, error or loss of data, upon notice by Client within twenty (20) days of the malfunction, PMAMCNE will without an additional fee re-create the reports designated by Client, using data as of the recreation date.

2) The maximum and only liability of PMAMCNE for such malfunction, error or loss of data shall be its obligation to reprocess reports or regenerate data as described above.

c. **THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY SOFTWARE, HARDWARE, EQUIPMENT OR DATA SUPPLIED TO CLIENT BY PMAMCNE. IN NO EVENT SHALL PMAMCNE BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION OR RESULTING FROM THE FURNISHING, PERFORMANCE, USE OR LOSS OF USE OF ANY SOFTWARE PROVIDED TO CLIENT HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF PMAMCNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**

d. Obligations of Client regarding use of PMAMCNE's RMIS:

i. Client shall adhere to state and federal law with regard to protecting the privacy of any claimant whose information may

appear in the RMIS. Client agrees to use all available security features and to notify PMAMCNE promptly of all potential and actual breaches of the security system.

- ii. Client agrees that no information recorded in PMAMCNE's RMIS will be used as a pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.

e. General Provisions regarding PMAMCNE'S RMIS:

- i. PMAMCNE will remove Client's password from the list of authorized users promptly upon termination or expiration of the Agreement.
- ii. Client agrees to limit access to PMAMCNE's RMIS to those persons who perform the essential functions of claim and risk management, including protecting security access passwords to hardware and communications, except that this provision is not intended to limit Client from generating and using reports and statistics for legitimate business purposes.

f. Reports

- i. PMAMCNE will provide written reports as required by Client. Reports will be delivered monthly or as requested on an ad hoc basis.

9. LEGAL SERVICES

- a. In the event a claim managed by PMAMCNE pursuant to this Agreement: (i) enters into litigation; or (ii) is scheduled for a workers' compensation hearing; or (iii) involves a potential third-party (subrogation) claim, PMAMCNE will:
 - i. Make recommendations to Client regarding litigation of claims handled under this Agreement.
 - ii. Assist Client in the retention and appointment of counsel selected by Client to represent Client in and regarding such legal matters, and assist Client in the selection of expert witnesses and vendors.
 - iii. At direction of Client and/or its authorized counsel, pursue all appropriate subrogation/contribution claims on behalf of Client.
- b. In the event a claim managed by PMAMCNE pursuant to this Agreement enters into litigation or is a potential third-party subrogation/contribution

claim, PMAMCNE will assist outside legal counsel selected or approved by Client to handle such legal matters. If Client so desires, PMAMCNE will manage such claims litigation in accordance with its Defense Counsel Guidelines. PMAMCNE will make settlement recommendations to Client, but the final decision regarding the disposition of any claim, suit or proceeding will be made solely by Client.

- c. PMAMCNE will provide representation at informal hearings by experienced, in-house hearing representatives as part of its basic administration fee charge. To the extent PMA elects not to staff informal hearing with such qualified personnel, the cost of staffing the hearing with panel defense counsel will be shared equally (50/50) with Bridgeport.

10. SECTION 111 REPORTING

- a. Client understands and acknowledges that it is a Responsible Reporting Entity (RRE) as defined by the Centers for Medicare and Medicaid Services (CMS), and primarily responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
- b. Client authorizes and PMAMCNE agrees to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it relates to Client's non-**Record Only** claims being administered pursuant to the Agreement. This reporting shall be limited to **Qualified Claims** which are open or opened by PMAMCNE during the Agreement. Client further agrees to fully cooperate with PMAMCNE, including the execution of any documents necessary for such authorization.
 - i. PMAMCNE shall not provide any Section 111 reporting services for Client's **Record Only** claims.
 - ii. PMAMCNE shall not undertake Section 111 reporting activities for Client's claims which were converted from Client's prior TPA to PMAMCNE but were never opened or handled by PMAMCNE.

PMAMCNE shall charge and Client shall pay a fee of \$6.00 per claim for any Section 111 claim PMAMCNE needs to query pursuant to the Agreement. Under what circumstances would PMA have to investigate claims in regard to this provision?

- c. Client acknowledges and agrees to provide PMAMCNE with complete, accurate, and timely data for Section 111 reporting purposes.
- d. Conditioned on the aforementioned, PMAMCNE shall commence reporting of Client's data as directed by CMS, and shall continue for as long as PMAMCNE is contractually obligated to administer Client's claims.

- e. Indemnification between the parties for Section 111 reporting shall be governed by the indemnification provisions of the Agreement. PMAMCNE shall not indemnify, and specifically disclaims liability for any failure of: (1) Client to register as a RRE; (2) Client to execute any documents necessary to authorize PMAMCNE as its Account Manager/Reporting Agent; or (3) Client or its prior TPA to report Client's claims when they were first required to do so.

11. FUNDING of CLAIMS and EXPENSES

- a. PMAMCNE will establish a non-interest bearing checking account in PMAMCNE's name ("Claim and Expense Payment Account") with PMAMCNE's bank, which is to be funded by Client but which PMAMCNE will administer for the purposes of paying **Qualified Claims** and **ALAEs** in accordance with the procedures set forth in this Section. PMAMCNE will provide Client with a monthly Payment Register outlining all claims payments, **ALAEs** and correction items funded by PMAMCNE. The Payment Register will contain the name of the payee, date of payment, amount of payment, and claim number for all funding transactions occurring during the prior month.
- b. PMAMCNE will automatically withdraw funds from Client's account at Client's bank through the Automated Clearing House System ("ACH Debit") for deposit to the Claim and Expense Payment Account. ACH Debit activities will occur on a weekly basis. The Claim and Expense Payment Account has already been initially funded by Client in the amount of Four Hundred Sixty One Thousand Five Hundred Forty Dollars (\$461,540), which equates to two (2) weeks estimated claims payments and **ALAEs** and which may be revised at PMAMCNE's discretion based upon actual claims and expense payment history. If at any time the escrow balance is depleted by seventy-five percent (75%) of the escrow balance, PMAMCNE will automatically withdraw funds sufficient to replenish the Claim and Expense Payment Account.
 - i. Client acknowledges that it has signed an Authorization to Access Account Form prior to the inception of PMAMCNE services.
- c. In no instance will any payment of claims or expenses be made by PMAMCNE on behalf of Client, including but not limited to **ALAEs**, unless the required funds are made available by Client to PMAMCNE to do so. Should PMAMCNE advance funding on the part of Client, then Client shall immediately reimburse PMAMCNE or PMAMCNE may suspend all contractual obligations under this Agreement until full reimbursement has been received as well as any related PMAMCNE bank charges, fees, or penalties have been paid by Client.

- d. This Section of the Agreement shall survive the termination of the Agreement.

12. PAYMENT of CLAIMS SERVICES FEES

- a. For claims handling services to be rendered during the **first (1st) year** of this Agreement, Client agrees to pay PMAMCNE an Annual Flat Fee of Four Hundred Fifty-Five Thousand Dollars (\$455,000), to be paid in twelve (12) equal monthly installments of Thirty-Seven Thousand Nine Hundred Sixteen Dollars and Sixty-Seven Cents (\$37,916.67). Client further agrees to pay the initial installment at the inception of the **first (1st) year** of this Agreement and subsequent installments monthly thereafter.
- b. For claims handling services to be rendered during the **second (2nd) year** of this Agreement, Client agrees to pay PMAMCNE an Annual Flat Fee of Four Hundred Fifty-Five Thousand Dollars (\$455,000), to be paid in twelve (12) equal monthly installments of Thirty-Seven Thousand Nine Hundred Sixteen Dollars and Sixty-Seven Cents (\$37,916.67). Client further agrees to pay the initial installment at the inception of the **second (2nd) year** of this Agreement and subsequent installments monthly thereafter.
- c. If during the term of this Agreement any individual occurrence results in more than twenty-five (25) claimants as determined by PMAMCNE, then the following additional claim handling fees above and beyond the Annual Flat Fee shall apply, commencing with the twenty-sixth (26th) claim and every claim thereafter for that aforementioned individual occurrence:
 - i. Eight Hundred Eighty-Five Dollars (\$885) for each Lost Time Claim;
 - ii. One Hundred Eighty-Five Dollars (\$185) for each Medical Only Claim;
- d. PMAMCNE will bill Client for claim handling services to be rendered on a monthly basis, and Client will pay such bills within thirty (30) days after receipt. If bills are not paid within thirty (30) days after receipt, commencing at that time, PMAMCNE reserves the right to charge Client monthly interest of two percent (2%) above prime on all overdue payments, as well as to suspend all contractual obligations under this Agreement until such bills and interest have been paid in full.
- e. PMAMCNE agrees to notify Client prior to imposing charges for any expense other than provider medical or Client's attorney's legal fees. All other charges including, but not limited to, additional admin charges, hearing representative fees, network administration fees, penalties

incurred by PMAMCNE, fees for employees of PMAMCNE and other charges which are not specifically identified in this Agreement as agreed-upon charges will be discussed with Client and will require Client's approval by email before posting to check register. In the event that PMAMCNE violates this provision and Client subsequently does not approve the posted charge, PMAMCNE will return the subject funds plus a 1.5% administrative fee for costs of attending to and correcting the error.

13. MANAGED CARE FEES

- a. Upon request, PMAMCNE shall provide Client use of medical case management services, which shall be billed to Client at a rate of Eighty-Two Dollars (\$82) per hour for onsite case management.
- b. Upon request, PMAMCNE shall provide Client use of disability management coordinator services, which shall be billed to Client at a rate of Eighty-Two Dollars (\$82) per hour for telephonic case management.
- c. For medical bill review and re-pricing services, Client shall pay a fee of Eight Dollars and Twenty-Five Cents (\$8.25) per bill review, plus twenty-five percent (25%) of the savings resulting from use of PMAMC's Cost Containment Programs.
- d. PMAMCNE will provide an accounting of all managed care fees imposed at the time of the billing in sufficient detail to enable the Client to understand all facets of the charge.

14. INDEMNIFICATION and HOLD HARMLESS

- a. Client will indemnify, defend and hold harmless PMAMCNE, its officers, directors, employees, and agents, from all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from negligence or willful misconduct of Client, its officers, directors, employees or agents, to the extent permitted by law.
- b. PMAMCNE will indemnify, defend and hold harmless Client, its officers, directors, employees, and agents, from all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from negligence or willful misconduct of PMAMCNE, its officers, directors, employees or agents, to the extent permitted by law, however the parties agree that PMAMCNE, its directors, officers, agents or employees, will not be liable to Client or any third party for claims arising from PMAMCNE's performance under this Agreement in those cases where PMAMCNE acted at the request of or with the consent of Client.

- c. Client agrees that it will not hold PMAMCNE liable for, or reduce the compensation of PMAMCNE with respect to, any failure of PMAMCNE to deliver any services resulting from any failure of cooperation on the part of Client or the prior administrator, or from any files for takeover claims which have not been properly maintained or are not delivered to PMAMCNE in good order.
- d. Notwithstanding any other limiting language found in this Agreement, PMAMCNE's exclusive and complete liability to Client for services provided pursuant to this Agreement in contract, tort, or otherwise, shall not exceed the amount of claim handling fees billed and collected by PMAMCNE for the preceding six months commencing when Client first notifies PMAMCNE of any potential claim.
- e. Insurance: PMAMCNE agrees that at all times during the term of this Agreement that it will keep in force insurance which is usual and customary for companies providing similar services in this geographic area. PMAMCNE agrees to purchase General Liability: Comprehensive Broad Form with minimum of \$1 million per occurrence, Auto Liability/Property damage, : covering any auto with minimum limits of \$1 million and shall name the City of Bridgeport as an additional insured. PMAMCNE agrees to provided Client at time of execution of this Agreement, with evidence that such insurance is in force and at such other times that may be required by Client.
- f. This Section 14 of the Agreement shall survive the termination of the Agreement.

15. NATURE of RELATIONSHIP

- a. PMAMCNE agrees to perform the services described in this Agreement as an independent contractor and not as an agent or employee of Client. Client retains no control or direction over PMAMCNE, its employees or agents, or over the detail, manner or methods of the performance of the services described herein.
- b. PMAMCNE shall be entitled to retain third party vendors to provide any or all services herein when deemed appropriate by PMAMCNE, subject to approval by City which shall not be unreasonably withheld.

16. TERMINATION

- a. This Agreement is terminable by PMAMCNE for cause upon one hundred and twenty (120) days advance written notice after 60 days written notice to cure. This Agreement is terminable by Client for convenience. .

- b. This Agreement will terminate immediately upon the happening of any of the following events:
- i. Mutual agreement of the parties; or,
 - ii. Client is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite funding levels stated herein and PMAMCNE has given Client prior written notice of such default five (5) days prior to the date set for termination; or, make it 20 days
 - iii. Either party defaults (other than a monetary default) under any of the terms, covenants and conditions hereunder and the non-defaulting party has given the defaulting party prior written notice of such default ~~twenty (20)~~ sixty (60) days prior to the date set for termination and the defaulting party has failed to cure such default prior to the termination date; or,
 - iv. Either party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold out by Sheriff's sale; or,
 - v. PMAMCNE fails to obtain any required state or federal licensing for providing services hereunder; or,
 - vi. Any state regulatory entity which fails to approve or subsequently disapproves or revokes the self-insurer status of Client.
- c. In the event that this Agreement is terminated by PMAMCNE due to any Client default, or terminated by either party in accordance with this Agreement, PMAMCNE shall be entitled to return the **Claim Files** to Client in electronic form, and PMAMCNE shall have no further obligations hereunder with respect to such claims. Client shall be responsible for payment of all fees incurred by PMAMCNE up to and including the date of termination. Nothing in this section is intended to limit any other remedy which may be available to PMAMCNE.
- d. Upon termination of this Agreement for any reason other than Client default, and, if no open claims remain, PMAMCNE will provide a final accounting of any amounts due either party. Upon final closing of the account, PMAMCNE shall return the **Claim Files** to Client in electronic form.
- e. Client and PMAMCNE acknowledge that certain approved medical or indemnity payments may still be in process upon the date of termination. Therefore, Client agrees that, Client will remain responsible for payment of any legitimate indemnity or expense payments which may be processed by

PMAMCNE for a **Qualified Claim**. In addition, PMAMCNE shall return to Client any outstanding checks remaining unpaid after termination. PMAMCNE shall not be responsible for Client's escheat obligations with regard to issued but unpresented checks either before or after the termination of this Agreement.

17. CONFIDENTIALITY

The parties acknowledge and agree that any and all information emanating from either party's business in any form, including compilations of otherwise public information, is confidential and proprietary in nature. Each party will use its best efforts during and after the termination of this Agreement to preclude the duplication, use or disclosure of any such confidential and proprietary information to any third party, unless such duplication or disclosure is specifically authorized under this Agreement, required under applicable laws, or otherwise by the party claiming ownership. In addition, the parties agree that information provided by PMAMCNE's RMIS or otherwise in the context of this relationship shall be considered confidential and proprietary, and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither party will release any such information unless:

- i. compelled by an order of a court of competent jurisdiction;
 - ii. mandated by an insurance code, claim practices act, workers' compensation law, or other applicable law or regulation to provide information to the claimant or other person;
 - iii. mandated by applicable court discovery rules in the opinion of the claim professional responsible for the adjustment of the claim or defense counsel, if any.
- b. Any information sought to be produced will be prescreened by PMAMCNE in consultation with Client, provided such discovery requests comply with applicable rules of court governing discovery in litigation.
- c. If there is an obligation to release part but not all of the information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either party to comply in good faith with such discovery requests.
- d. Each party agrees that the information contained within PMAMCNE's RMIS must be treated in a confidential manner by all users who may gain authorized access to the RMIS. In the event of a third party suit alleging defamation, false light, or other invasion of privacy tort, violation of civil rights, violation of federal or state medical privacy statutes, or violation of fair employment practice laws, arising from either party's use of PMAMCNE's RMIS under this Agreement, the liable party agrees to

indemnify and hold harmless the other party for all sums due under the terms of a judgment or reasonable settlement, including interest and attorneys' fees, upon a final judgment or mutual agreement that one of the parties hereto is liable as charged in such allegations.

- e. This Section of the Agreement shall survive the termination of the Agreement.

18. REMEDIES

In addition to the parties' right to pursue any and all remedies available at law, equitable remedies, including but not limited to injunctions, may be pursued to prevent anticipated or actual breaches of Section 17 herein. Additionally, repeated failure by PMAMCNE to adhere to benefits management and financial controls in a timely, proper and professional manner can damage Client in extended claims, poor moral, reduced confidence and increased claims which cannot be adequately ascertained or proven. After written notice with a thirty (30) day opportunity to cure, Client may impose liquidated damages in the amount of \$50.00 per day for repeated breaches of Section 4 herein.

19. NOTICES

All notices required to be given by one party to the other under this Agreement will be in writing and will be sent by first class US mail, postage prepaid, or by express mail and will be addressed as set forth below or to such other address as may be designated in writing by either party in accordance with the provisions of this Agreement and will be effective upon receipt.

For Client: Richard Weiner, Benefits Director
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

For PMAMCNE: Alan Mathog, President
PMA Management Corp. of
New England
530 Preston Avenue
Meriden, CT 06450

20. NON HIRE of OTHER'S EMPLOYEES

Each party to this Agreement agrees not to solicit or hire for employment, either as an employee or an independent contractor, employees or former employees of the other party or of an affiliate of the other party during the term of this Agreement or for a period of one year following its termination. The parties

acknowledge the difficulty in determining a specific damage amount for breach of this section, therefore, as liquidated damages and not as a penalty, if either party breaches the terms of this section, the breaching party shall pay the other party an amount equal to one year's base salary of each employee hired. This section of the Agreement shall survive the termination of the Agreement and may be waived by mutual agreement of the parties in writing.

21. ASSIGNMENT

This Agreement will be binding upon the parties, their successors and assigns.

22. COOPERATION

- a. Client and its agent, representatives and employees will promptly report to PMAMCNE all notices of injuries, losses or claims for which Client may be liable under its self-insurance program, and to provide all necessary documents and materials to PMAMCNE, including but not limited to excess policies, which are necessary to provide the services hereunder.
- b. Each party and its agents will cooperate fully with the other party in connection with its obligations hereunder and upon reasonable request, assist in the investigation, litigation, settlement and/or defense of a particular claim. Upon prior notice from Client, all **Claim Files** will be open to Client's inspection at reasonable times, at the office of PMAMCNE. PMAMCNE will provide copies of individual claims files to Client or Client's designated representative within five (5) business days of a request by Client. Client agrees to pay PMAMCNE its costs to provide copies of individual **Claim Files**.
- c. This Section of the Agreement shall survive the termination of the Agreement.

23. WARRANTIES and REPRESENTATIONS

- a. By affixing its authorized signature below, Client warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.
- b. By affixing its authorized signature below, PMAMCNE warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

24. MODIFICATION

- a. PMAMCNE may seek to modify fees if: (i) PMAMCNE's fees and charges were based upon historically inaccurate or erroneous data, or

Client's business changes materially in the nature or volume of business or claims as originally contemplated at the inception of the Agreement; or (ii) during the term of this Agreement, legislative and/or regulatory changes materially impact or change the scope of PMAMCNE's services or responsibilities.

- b. Upon the occurrence of either of the events in subsection (a) above, PMAMCNE may request an increase in current fees, which increase must be agreed to in writing by PMAMCNE and Client in order to become effective. If the parties are unable to reach an agreement with regard to the fee increase, then either party may terminate this Agreement with nine (9) months written notice to the other party. PMAMCNE will continue to provide services for the nine month notice period, after which PMAMCNE may return files to Client and submit a final billing to Client. The first sixty (60) days of said notice period shall be at the then current rates. Client will pay the increased rates for the remainder of the nine (9) month notice period, but may do so under protest and with full reservation of rights.

25. INTERPRETATION

- a. **Governing Law.** This Agreement and all disputes relating in any way to this Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to principles of conflicts of laws. Disputes under this Agreement will be heard in court of competent jurisdiction within the state of CT.
- b. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. This Agreement may not be amended except in a writing executed by all the parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.
- c. **No Waiver.** No delay or omission on the part of any party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.
- d. **Severability.** The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not

affect or impair the remaining provisions which will continue in full force and effect.

- e. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute but one and the same Agreement.
 - f. **Captions.** The captions and headings to the various Sections of this Agreement have been inserted for convenience of reference only, and shall not have the effect of amending or changing the express terms or provisions of this Agreement.
 - g. **Ambiguities.** The parties agree that the terms and language of this Agreement are the result of detailed negotiations by, between and among the parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided in light of its business purposes, without regard to events of authorship or negotiation. In the event of any inconsistency or conflict between the terms or provisions of this Agreement and the terms or provisions of any other pre-existing or contemporaneous document or agreement as to the subject matter of this Agreement, the terms and provisions of this Agreement shall control and shall supersede the terms or provisions of such other document or agreement.
 - h. **Calculation of Time.** All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday, or Holiday, the period for compliance shall be deemed to include the following business day.
 - i. **Modification.** This Agreement will not be modified except as mutually agreed in a writing signed by both parties.
26. Performance goals: PMAMCNE shall prepare a set of performance goals acceptable to the Client and there shall be held quarterly meetings to address the successes and or failures of those goals. Repeated failures to meet performance goals shall be cause to terminate this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

**PMA MANAGEMENT CORP.
OF NEW ENGLAND**

CITY OF BRIDGEPORT, CT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment and Assumption") dated as of May 14, 2013, is entered into among Berkley Administrators of Connecticut, Inc. , a Connecticut corporation ("BAC"), and PMA Management Corp. of New England, Inc. ("PMA"), and relates to that certain Agreement for Administrative Services, entered into between BAC and the City of Bridgeport ("Bridgeport") dated April 24, 2003, as amended by Contract Amendment #1 dated July 1, 2005, by Contract Amendment #2 dated July 1, 2008, and Contract Amendment #3 dated December 12, 2008 ("Agreement").

WHEREAS, BAC and PMA desire that BAC assign its right, title and interest under the Agreement to PMA, and PMA accept BAC's future obligations under the Agreement and receive BAC's future benefits under the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment of Agreement.

(a) Contingent solely on Bridgeport's written and duly authorized consent, BAC does hereby convey, transfer, sell, assign, deliver, and grant over unto PMA and its successors and assigns, and PMA does hereby accept and take, effective June 28, 2013 ("Closing Date"), BAC's right, title and interest in the Agreement, as such rights, title and interests accrue on and after the Closing Date, with the exception of all accounts receivable of BAC earned under the Agreement prior to the Closing Date which BAC shall be responsible for and shall retain.

(b) BAC covenants to PMA, and its successors and assigns, that BAC will at any time and from time to time at the request of PMA duly execute and deliver, or will cause to be executed and delivered, all such further reasonable transfers, assignments, novations, and conveyances, powers of attorney, and written assurances, as PMA party may reasonably request to effect the transfer, conveyance, assignment, and delivery of the Agreement. PMA will also duly execute and deliver all such further reasonable, transfers, assignments, novations and conveyances, powers of attorney and written assurances as BAC may reasonably request to effect the transfer, conveyance and assumption of duties and obligations under the Agreement.

(c) Immediately but no later than 5 days prior to the Closing Date and with Bridgeport's consent, BAC shall transfer and deliver to PMA all Bridgeport claim files and data at PMA's expense.

2. Assumption of Agreement. PMA hereby accepts and assumes all of BAC's rights, title and interest to the Agreement, and all BAC's rights, duties and obligations for performance of the terms of the Agreement, from and after the Closing Date. The parties acknowledge and agree that (a) PMA shall not assume or be responsible for any other duties or obligations of BAC, and BAC shall retain and be solely responsible for such other duties and obligations that exist prior to the Closing Date, and (b) PMA

shall be responsible for fulfilling all of BAC's duties and obligations under the Agreement from and after the Closing Date, and BAC shall have no liability with respect thereto.

3. Claims Responsibility.

(a) In the event any claim is brought by Bridgeport or any third party involving acts and/or omissions of BAC under the Agreement before the Closing Date and PMA under the Agreement on or after the Closing Date, each of BAC and PMA shall be responsible for its own acts and omissions, including but not limited to any attorneys' fees and other costs incurred by it in connection with any defense against such claim. Nothing in this paragraph shall preclude a claim by PMA or BAC against the other for common law contribution or indemnity.

(b) In the event a claim, demand or suit is made or brought by Bridgeport or any third party against BAC solely for such acts or omissions that occur after the Closing Date that were assumed by PMA under this Assignment and Assumption Agreement, PMA shall indemnify, defend and hold BAC, its officers, directors, employees, agents and affiliates harmless from and against any such losses, damages, liabilities, obligations, judgments costs or expenses, including reasonable attorney's fees, which arise out of, relate to or result from the claim, demand or suit.

(c) In the event a claim, demand or suit is made or brought by Bridgeport or any third party against PMA solely for such acts or omissions that occurred prior the Closing Date that were retained by BAC under the Agreement, then BAC shall indemnify, defend and hold PMA, its officers, directors, employees, agents and affiliates harmless from and against any such losses, damages, liabilities, obligations, judgments costs or expenses, including reasonable attorney's fees, which arise out of, relate to or result from the claim, demand or suit.

4. General Provisions.

(a) If any term or other provision of this Assignment and Assumption is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Assignment and Assumption shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment and Assumption so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(b) All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, or by courier service, cable, telecopy, telegram, or registered or certified mail (postage prepaid, return receipt requested) to the respective parties hereto at their addresses set forth below (or at such other address for a party hereto as shall be specified in a notice given in accordance with this Section). For any notice to be provided to PMA, a copy shall also be delivered in the same

manner as the original notice to the following individual at the following address: General Counsel, PMA Companies, 380 Sentry Parkway, Blue Bell, PA 19422.

(c) This Assignment and Assumption may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

(d) This Assignment and Assumption shall be governed by the laws of the State of Connecticut without regard to its choice of law principles.

(e) Both parties agree to cooperate and make all reasonable efforts to obtain Bridgeport's consent. In the event Bridgeport's consent is not obtained by May 31, 2013, this Assignment and Assumption will be void and of no further force or effect.

IN WITNESS WHEREOF, each of BAC and PMA has caused this Assignment and Assumption to be executed and delivered as of the Closing Date.

BERKLEY ADMINISTRATORS OF CONNECTICUT, INC.

By: _____

Its: _____

Address: 222 S. 9th St. #1300, Mpls MN

Date: 5/14/13

PMA Management Corp. of New England, Inc.

By: _____

Its: _____

Address: 530 Preston Ave - Meriden, Ct.

Date: 5/14/13

CONSENT OF BRIDGEPORT

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Bridgeport agrees as follows:

CONSENT OF BRIDGEPORT

In exchange for the mutual promises below, the sufficiency of which are hereby acknowledged, Bridgeport agrees as follows:

All Capitalized terms, unless otherwise defined below, shall have the meanings ascribed to them in the Assignment and Assumption Agreement, to which this Consent is attached.

1. Subject to the conditions below, Bridgeport consents to the Assignment and Assumption Agreement. The terms of the Assignment and Assumption Agreement are specifically incorporated herein by reference.
2. Bridgeport accepts PMA as a substitute party to the Agreement and, from the Closing Date through June 30, 2014, PMA will be entitled to enforce and receive all of the rights and benefits of BAC under the Agreement as they shall arise on or after the Closing Date.
3. As of July 1, 2014, Bridgeport and PMA agree to enter into a new agreement for an additional two year term on substantially the same service and pricing terms as the last full year of the Agreement.
4. Bridgeport agrees that PMA shall not be responsible or liable for, and releases PMA from any liability for, BAC's performance or nonperformance under the Agreement prior to the Closing Date and with respect to all obligations of BAC that arose or accrued prior to the Closing Date.
5. Bridgeport agrees that BAC shall not be responsible or liable for, and releases BAC from any liability for, PMA's performance or nonperformance under the Agreement with respect to all obligations of PMA that arise or accrue after June 30, 2014.
6. Bridgeport and BAC each agrees and acknowledges that all rights and duties of the other to receive or provide a defense or indemnification under the terms of the Agreement for acts or omissions occurring through June 30, 2014 shall survive this Consent and the Assignment and Assumption Agreement. With respect to any agreement that extends services beyond June 30, 2014, Bridgeport agrees to enter into a new agreement with PMA and, further, to enforce any rights or obligations arising under that agreement exclusively against PMA.
7. BAC agrees to reimburse Bridgeport for any reasonable out of pocket expenses or legal fees incurred as a direct result of consenting to the Assignment and Assumption Agreement in an amount not to exceed \$2500. Bridgeport agrees to notify BAC in the event of any single expense greater than \$500.00 and further acknowledges a duty to mitigate expenses and fees incurred.
8. In assuming the service obligations of BAC under the Agreement as of the Closing Date, PMA represents and warrants to Bridgeport the following: (a) to the extent PMA elects not to staff informal hearings with a senior claims adjuster, the cost of staffing the hearings with panel defense counsel will be shared equally (50/50) with Bridgeport; (b) at least thirty percent (30%) of a loss control employee's time will be dedicated to Bridgeport, and such employee will attend all monthly and quarterly safety meetings and perform operational inspections on an as-requested basis; (c) it will provide qualified staff,

including but not limited to PMA's customer service manager, or if required by the City, claim adjusting staff, claims manager, nurse case manager, and adjusters who handle lost-time claims, to participate in monthly meetings with Bridgeport; (d) a senior management employee will attend quarterly meetings with Bridgeport's Chief Administrative Officer to review Bridgeport's safety performance and provide guidance on an as-requested basis; (e) a Medical Care Plan pursuant to section 31-279 of the Connecticut General Statutes will be coordinated by PMA for Bridgeport; (f) online reporting capabilities will be provided; (g) first reports of injury can be made on a 24/7 basis; (h) PMA will work with Bridgeport to develop mutually agreeable performance metrics; (i) PMA will make every reasonable effort to keep assigned staff on Bridgeport claims on a consistent basis; and (j) PMA will remove critical employees like the claims adjuster, loss control employee and others for good cause shown by Bridgeport and will use replacements reasonably acceptable to Bridgeport.

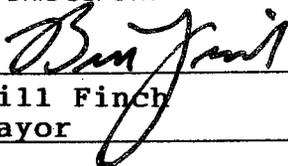
9. Bridgeport agrees to accommodate PMA's mechanism for funding claims and claim expenses which are either (i) ACH debit weekly with escrow, or (ii) ACH debit daily without escrow.

10. The parties agree that PMA will provide Bridgeport additional insured status to PMA's general liability and commercial automobile policies in form acceptable to Bridgeport, but will not provide Bridgeport additional insured status to PMA's workers compensation or professional errors and omission policies.

11. Bridgeport agrees to register as a Responsible Reporting Entity as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. Bridgeport further authorizes PMA to be its Account Manager/Reporting Agent for all claims adjusted by PMA which may meet Section 111's reporting requirements. PMA shall not be responsible for Bridgeport's Section 111 reporting obligations prior to PMA's assumption of Bridgeport's claims, and further shall not be responsible for Bridgeport's Section 111 reporting obligations on any claim not adjusted by PMA.

12. The Agreement is hereby amended to conform to the terms of this Consent which constitutes Contract Amendment #4. Except as specifically modified by this Consent, all other terms of the Agreement will continue with full force and effect.

CITY OF BRIDGEPORT

By: 
 Bill Finch
Its: Mayor

Address: _____

Date: 6/2/13

BERKLEY ADMINISTRATORS OF CONNECTICUT, INC.

By: J. M. Z.

Its: PRESIDENT

Address: 222 S 9th St. Mpls MN

Date: 5/29/13

PMA Management Corp. of New England, Inc.

By: Stephanie Cullen

Its: VP, Adm. Secretary

Address: 380 Sentry Parkway Blue Bell, PA 19422

Date: 5/29/13



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

BILL FINCH

Mayor

COMM. - #102-13 Ref'd to Public Safety & Transportation
Committee on 06/02/2014.

May 20, 2014

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: **Resolution -FY 2012 U.S. Department of Homeland Security, Federal Emergency
Management Agency Port Security City of Stamford Grant Subrecipient Agreement**

Attached, please find a Grant Summary and Resolution for the **FY 2012 U.S. Department of Homeland
Security, Federal Emergency Management Agency Port Security City of Stamford Grant
Subrecipient Agreement** to be referred to the **Public Safety and Transportation Committee** of the
City Council.

Grant: **FY 2012 U.S. Department of Homeland Security, Federal Emergency Management
Agency Port Security City of Stamford Grant Subrecipient Agreement**

If you have any questions or require any additional information please contact me at 203-332-5665 or
christinab.smith@bridgeportct.gov.

Thank you,

Christina Smith
Central Grants Office

RECEIVED
CITY CLERK'S OFFICE
2014 MAY 21 P 3:03
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: **FY 2012 U.S. Department of Homeland Security, Federal
Emergency Management Agency Port Security City of Stamford
Grant Subrecipient Agreement**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Christina Smith**

PHONE NUMBER: **203-332-5665**

PROJECT SUMMARY/DESCRIPTION: The City of Stamford will be reprogramming funds from their **FY 2012 U.S. Department of Homeland Security, Federal Emergency Management Agency Port Security Grant Program** award for various services that the City of Bridgeport will provide. The City of Stamford will pay an amount not to exceed \$15,000 to the City of Bridgeport for the installation of electrical power at the Bridgeport Port Authority First Responder docks to support port security. No match required.

CONTRACT PERIOD: Date from which the contracts are fully executed through August 31, 2014

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal: \$15,000 via Stamford
State: \$0
City: \$0
Other: \$0

FUNDS REQUESTED

Salaries/Benefits: \$0
Supplies: \$0

A Resolution by the Bridgeport City Council

Regarding the

FY 2012 U.S. Department of Homeland Security, Federal Emergency Management Agency

Port Security City of Stamford Grant Subrecipient Agreement

(DRAFT)

WHEREAS, the City of Stamford is authorized to extend financial assistance to other municipalities in the form of grants; and

WHEREAS, this funding is being reprogrammed from the City of Stamford's FY2012 U.S. Department of Homeland Security, Federal Emergency Management Agency Port Security Grant Program award; and

WHEREAS, funds under this grant will be used by the City of Bridgeport to install electrical power at the Bridgeport Port Authority First Responder docks to support port security; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport enter into a Subrecipient Agreement with the City of Stamford for an amount not to exceed \$15,000 to provide the installation of electrical power at the Bridgeport Port Authority First Responder docks to support port security.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's Agreement with City of Stamford for the purpose of the reprogramming of their FY 2012 U.S. Department of Homeland Security, Federal Emergency Management Agency Port Security Grant Program award; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such Agreement with the City of Stamford for the reprogramming of their FY 2012 U.S. Department of Homeland Security, Federal Emergency Management Agency Port Security Grant Program award and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

BILL FINCH
Mayor

COMM. #103-14 Ref'd to Public Safety & Transportation
Committee on 06/02/2014.
May 20, 2014

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: **Resolution – U.S. Department of Homeland Security, Federal Emergency
Management Agency Port Security Grant Program**

Attached, please find a Grant Summary and Resolution for the **U.S. Department of Homeland Security,
Federal Emergency Management Agency Port Security Grant Program** to be referred to the **Public
Safety and Transportation Committee** of the City Council.

Grant: **City of Bridgeport application to the U.S. Department of Homeland Security, Federal
Emergency Management Agency Port Security Grant Program**

If you have any questions or require any additional information please contact me at 203-332-5665 or
christinab.smith@bridgeportct.gov.

Thank you,

Christina Smith
Central Grants Office

RECEIVED
CITY CLERK'S OFFICE
2014 MAY 21 A 8:59
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: **U.S. Department of Homeland Security, Federal Emergency Management Agency Port Security Grant Program**

NEW RENEWAL CONTINUING **x**

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Christina Smith**

PHONE NUMBER: **203-332-5665**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport's **Office of Emergency Management & Homeland Security, Police Department, Fire Department and Harbormaster** annually seek funding from the **U.S. Department of Homeland Security, Federal Emergency Management Agency Port Security Grant Program**. The program plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

CONTRACT PERIOD: Twenty-four (24) Month(s)

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal:

State:

City:

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

BILL FINCH
Mayor

COMM. #104-13 Ref'd to Public Safety & Transportation
Committee on 06/02/2014.
May 20, 2014

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: **Resolution – State of Connecticut Department of Emergency Services & Public Protection, Division of Emergency Management and Homeland Security State Homeland Security Grant Program**

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Emergency Services & Public Protection, Division of Emergency Management and Homeland Security State Homeland Security Grant Program** to be referred to the **Public Safety and Transportation Committee** of the City Council.

Grant: **City of Bridgeport application to the State of Connecticut Department of Emergency Services & Public Protection, Division of Emergency Management and Homeland Security State Homeland Security Grant Program**

If you have any questions or require any additional information please contact me at 203-332-5665 or christinab.smith@bridgeportct.gov.

Thank you,

Christina Smith
Central Grants Office

RECEIVED
CITY CLERK'S OFFICE
2014 MAY 21 A 8:59
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Emergency Services & Public Protection, Division of Emergency Management and Homeland Security State Homeland Security Grant Program

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Christina Smith

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Office of Emergency Management & Homeland Security annually seeks funding from the State of Connecticut Department of Emergency Services & Public Protection, Division of Emergency Management and Homeland Security State Homeland Security Grant Program. The program provides funds to build and sustain capacities at the state and local levels through planning, equipment, training, and exercises. It also supports the implementation of state homeland security strategies and key elements of the national preparedness architecture, including the National Preparedness Goal, the National Incident Management System, and the National Response Framework.

CONTRACT PERIOD: Two (2) Years

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal:

State:

City:

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

A Resolution by the Bridgeport City Council

Regarding the

State of Connecticut Department of Emergency Services & Public Protection, Division of

Emergency Management and Homeland Security

State Homeland Security Grant Program

(DRAFT)

WHEREAS, the State of Connecticut Department of Emergency Services & Public Protection, Division of Emergency Management and Homeland Security is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the State Homeland Security Grant Program; and

WHEREAS, funds under this grant are provided to build and sustain capacities at the state and local levels through planning, equipment, training, and exercises as well as support the implementation of state homeland security strategies and key elements of the national preparedness architecture; and

WHEREAS, the City of Bridgeport will act as fiduciary agent on behalf of the Connecticut Region 1 to administer the state allocation plus any additional administrative and planning dollars; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport act as fiduciary agent on behalf of the Connecticut Region 1 to administer the state allocation plus any additional administrative and planning dollars; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Central Grants Office, submits an application to the State of Connecticut Department of Emergency Services & Public Protection, Division of Emergency Management and Homeland Security for the purpose of committing to build and sustain capacities at the state and local levels through planning, equipment, training, and exercises as well as support the implementation of state homeland security strategies and key elements of the national preparedness architecture.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Emergency Services & Public Protection, Division of Emergency Management and Homeland Security for the purpose of the State Homeland Security Grant Program; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Department of Emergency Services & Public Protection, Division of Emergency Management and Homeland Security for the State Homeland Security Grant Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

BOARD OF EDUCATION

City Hall - 45 Lyon Terrace
Bridgeport, Connecticut 06604

MEMBERS OF THE BOARD cont.

FRANCES M. RABINOWITZ
Superintendent of Schools

MEMBERS OF THE BOARD

SAUDA EFIA BARAKA
Chairperson

JACQUELINE KELLEHER, Ph.D.
Vice Chairperson

HERNAN ILLINGWORTH
Secretary

May 27, 2014



2006 & 2007 BROAD FINALIST
"EXPECT GREAT THINGS!"

KENNETH MOALES Jr.

JOHN BAGLEY

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DAVID P. HENNESSEY

JOE LARCHEREQUE

HOWARD GARDNER

COMM. #106-13 Referred to Education & Social Services Committee
on 6/2/2014

The Honorable City Council
c/o City Clerk
45 Lyon Terrace
Bridgeport, Connecticut 06604

**Reference: Grant application authorizations for
School Construction Work**

Dear Honorable City Council Members:

The Board of Education respectfully requests that the City Council authorize the following school construction projects, including the formation of a Building Committee, application for State grants and the initiation of design for:

Hooker School Roof Replacement

Please forward this request to the Committee on Education and Social Services for their review at your earliest convenience. Sample resolutions for these authorizations are attached. All resolutions must be dated no later than June 2, 2014, in order to comply with grant application requirements.

Sincerely,

Frances M. Rabinowitz,
Superintendent of Schools

RECEIVED
CITY CLERK'S OFFICE
2014 MAY 28 A 10:10
ATTEST
CITY CLERK

PROPOSED RESOLUTION FOR THE CREATION OF A REPLACEMENT ROOFING PROJECT AT HOOKER SCHOOL:

Whereas the long term plans and objectives of the Board of Education include the continued use of the Hooker School;

Whereas the existing roofing is twenty years of age and is in failure, putting the building at risk of deterioration;

Whereas State Statutes require authorization be given by the local legislative body to enable the Superintendent to pursue grant funding for school construction projects and that a building committee be designed to oversee the design and construction of such facilities;

Be it resolved, That in accordance with the By-Laws of the City of Bridgeport For School Building Committees, adopted by the City Council on June 2, 2014, a Building Committee is hereby established to develop plans and specifications in connection with the replacement of roofing at Hooker School, 138 Roger Williams Road, and that the Superintendent of Schools is authorized to file an application for a State of Connecticut Department of Education grant commitment, authorization bonding for said project.

**EDUCATIONAL SPECIFICATIONS FOR
ROOF REPLACEMENT**
Hooker School, 138 Roger Williams Road, Bridgeport, CT 06610

1. PROJECT RATIONALE

Existing roofing at the Hooker School on the original building exceeds twenty years of age and contains areas of failure resulting in leaks and damage to the structure. To arrest these conditions and preserve the integrity of this capital asset, a replacement roofing system will be installed.

2. LONG-RANGE PLAN

The long-range plan for school facilities for Bridgeport calls for the continued use of the educational building. Installation of a new roofing system will ensure the availability of this facility.

3. THE PROJECT

Remove all existing roofing systems installed in 1985 to the roof deck level. Restore damaged structure maybe required. Install new roof drains, insulation and multi-ply membrane roofing complaint with current codes and with a minimum twenty-year warranty.



BILL FINCH
Mayor

OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
MARGARET E. MORTON GOVERNMENT CENTER

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

COMM. #107-13 Referred to Miscellaneous Matters Committee on
MEMORANDUM 6/2/2014

TO: Fleeta Hudson - City Clerk
FROM: Mayor Bill Finch
DATE: May 23, 2014
RE: Boards & Commissions

Please place the following name on the June 2, 2014 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Planning & Zoning Commission:

Rosa J. Correa (R)
56 Clover Hill Avenue
Bridgeport, CT 06606

This will replace the seat held by Scott Powley. This term will expire on December 31, 2016.

BF/lac

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2014 MAY 28 P 3:11
ATTEST
CITY CLERK



CITY OF BRIDGEPORT
DEPARTMENT OF FINANCE
MARGARET E. MORTON GOVERNMENT CENTER
999 Broad Street
Bridgeport, Connecticut 06604
Telephone 203-576-7251 Fax 203-576-7067

BILL FINCH
Mayor

ANNE KELLY - LENZ
Finance Director

COMM. #108-13 Referred to Contracts Committee on
6/2/2014

MEMORANDUM

TO: Frances Ortiz, Assistant City Clerk
FROM: Anne Kelly-Lenz, Finance Director *AKL*
DATE: May 28, 2014
SUBJECT: **PROFESSIONAL SERVICES AGREEMENT**
BLUM SHAPIRO CONSULTING, LLC

Enclosed are copies of the above-captioned agreement. Please place this item on the Agenda for the next regularly scheduled City Council meeting to be referred to the Contracts Committee.

Thanks.

Enclosures:

AKL/mr

RECEIVED
CITY CLERK'S OFFICE
2014 MAY 28 P 3:48
ATTEST
CITY CLERK

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ____ day of _____, 2014 (the "Agreement") is hereby entered into between BlumShapiro, with offices at 29 South Main Street West Hartford (the "**Consultant**") and **the City of Bridgeport**, with offices at 999 Broad St, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS the City requires the services of the Consultant for the purpose of conducting an examination of the City's comprehensive annual financial statements and to render an opinion thereon;

WHEREAS the City has advertised a Request For Proposals on March 30, 2014 and the Consultant submitted its Proposal dated April 30th 2014, both the Request For Proposals and the Consultant's Proposal being incorporated by reference as if fully set forth herein, and the Consultant's Proposal and this Agreement have been accepted by the City and approved by its City Council; and

WHEREAS the Consultant agrees to commence its services and perform the same in accordance with this Agreement and as specifically directed by the City;

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Consultant to render the services and perform the tasks set forth and described in the consultant's "Statement of Work" dated April 30, 2014 ("Proposal") attached hereto and incorporated by reference as Exhibit A (the "**Services**"). Such Services will focus primarily on financial audit. The Consultant's activities shall consist of, for example: to evaluate various financial accounting systems, seek and obtain proposals from software system providers, and advise the City on the financial accounting system to be selected and integrated with existing financial accounting systems; and

2. Term of Engagement. This Agreement shall commence within five (5) business days of the date last below written or the date provided in a notice to proceed to the Consultant and shall continue in full force and effect for five (5) years, until the Services are completed according to this Agreement, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City.

3. Record of Activities. The Consultant shall maintain contemporaneous daily time records of hours and tasks performed in sufficient detail requested by the City,

which records shall be submitted to the City bi-weekly during the Term, or unless otherwise directed by the City. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

4. Payment.

(a) The parties understand that the Consultant will provide its Services on the following basis of a total cost estimated at between \$115,000 and \$140,000, including reimbursable expenses, up to a maximum not-to-exceed amount of \$140,000.00. Additional services that may be requested shall be provided on the financial terms set forth in this Agreement.

(b) Payment. The Consultant will submit its invoices with all backup documentation, including hours (to the quarter hour), activities conducted, reimbursable expenses with receipts, and the like, to the City on a monthly basis for the prior month's Services rendered and any reimbursable expenses incurred, which invoices the City shall pay within 30-45 days of receipt of a complete invoice. The City is not obligated to pay disputed amounts within such timeframe and both parties shall cooperate to resolve any such disputes promptly.

5. Acceptability of Information, Reports and Opinions Supplied by the Consultant. Any and all information, reports and opinions, whether supplied orally or in writing by the Consultant, shall be based upon consistent and reliable data-gathering methods, shall be rendered in a professional manner, and may be relied upon by the City.

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a

party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. Non-Circumvention. [Intentionally Omitted]

9. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Proprietary Rights or Confidential Information rights would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.

10. Representations and Warranties.

The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

(a) The Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in its employ or will hire qualified and trained personnel to perform the Services required.

(b) The Consultant represents that it can commence the Services promptly within five (5) days of the receipt of a notice to proceed and will complete the Services in a timely manner on a schedule to be approved by the City.

(c) The Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

(e) The Consultant will not subcontract any of the work to third parties without prior written notice to the City and receipt of the City's prior written consent.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of same in accordance with the terms of this Agreement.

(h) The Consultant represents that it possesses all licenses and permits that may be required to perform the Services required by this Agreement.

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

(j) The Consultant represents and warrants that any computer program included as a deliverable Service hereunder operates substantially in accordance with the specifications for such work and in compliance with Year 2000 Standards. For these purposes, "**Year 2000 Standards**" means the deliverable Services and the reports prepared in connection therewith records, stores, recognizes, interprets, processes and presents both 20th and 21st century dates using four (4) digit years and operates at a programming interface level with other programs for which it could reasonably be expected to operate without causing the other programs to violate such Year 2000 Standards.

11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available to a purchaser of goods under the Uniform Commercial Code.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY

RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

12. Notices. Notices sent to either party shall be effective on the date delivered in person by hand or by overnight mail service or on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the City:

Director of Finance
City of Bridgeport
999 Broad St
Bridgeport, Connecticut 06604

with a copy to:

City Attorney
Office of the City Attorney
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

If to the Consultant:

At the address specified above.

13. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why

such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").

(b) The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination.

14. Resolution of Disputes and Choice of Law.

The parties agree that all disputes between them arising under this agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, shall be resolved in a court of law having jurisdiction over the parties located in Fairfield County, Connecticut.

15. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

(a) Indemnification. The Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Consultant shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents.

B. Insurance requirements: (1) The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every contractor and subcontractor in any tier according to the work being performed and shall ensure that the City is named as additional insured with notice of cancellation in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating acceptable to the City.

Errors and Omissions Insurance (claims made form) will be provided by all Consultants and other professionals involved in the work of this agreement with minimum limits of \$1,000,000, or as otherwise required by the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

(b) General requirements. All policies shall include the following provisions:

Cancellation notice—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 999 Broad St, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance delivered to the City and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate required to be delivered to the City prior to any work or other activity commencing under this agreement.

Additional insured—The Consultant and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial ratings acceptable to the City. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Attention: Purchasing Agent
999 Broad St
Bridgeport, Connecticut 06604"

18. Non-discrimination. The Consultant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner

is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

19. Communications. All communications shall be made orally or in writing to Finance Director or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Consultant without the City's prior written consent and any attempt to the contrary shall be void.

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. 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 scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

(e) Partial Invalidity. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

(f) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(g) Headings. Headings are for reference purposes only and have no substantive effect.

(h) Survival. All representations, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(i) Precedence of Documents. In the event there is any conflict between this agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

(j) Property Access. The parties understand that it is the City's obligation to obtain legal access to City property where the Consultant's Services are to be performed. The Consultant shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the City in writing.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

CITY OF BRIDGEPORT

By: _____
Name:
Title:

CONSULTANT

By: _____
Name:
Title:
Duly authorized

Proposal to Provide Professional Services:



BridgeportCT.gov

Due Date: April 30, 2014

RFP# CMB482144



BlumShapiro

Accounting Tax Business Consulting

Title Page

Subject:

Request for Qualifications for Auditing Services
City of Bridgeport, Connecticut
RFP# CMB482144

Firm's Name:

Blum, Shapiro & Company, P.C.

Contact:

Joseph A. Kask, CPA
Partner
29 South Main Street
West Hartford, CT 06107
(860) 570-6372

Date:

April 30, 2014



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> Peer Review Report	
> CAFRs for the Cities of Milford, Norwich and Waterbury	



BlumShapiro

Accounting Tax Business Consulting

April 23, 2014

Ms. Kathryn Cullen
Buyer
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

Dear Ms. Cullen:

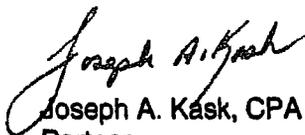
We are pleased to present our qualifications to continue to provide audit services to the City of Bridgeport (the City). We have in-depth knowledge of the operations, systems and internal controls of the City resulting from the audit services we have been providing you for the past several years. This knowledge will serve as a great platform from which to build our plan and approach resulting in an efficient and effective audit. We are committed to providing you with the technical expertise you will need to meet the requirements of the standard while still meeting your required filing deadlines.

Our Governmental Services Group, consisting of 64 professional staff members, has served as auditors for municipal and quasi-government organizations for many years. Our current client base consists of 55 Connecticut towns, cities and school districts, ten of which have populations of at least 50,000. We are licensed by the Connecticut State Board of Accountancy and approved by the State of Connecticut Office of Policy and Management to perform municipal audits in the State of Connecticut.

We will provide the following services to the City: financial statement audit, federal single audit, state single audit and ED001 agreed-upon procedures for the Board of Education. We commit to perform these services within the time period required.

Thank you for the opportunity to submit this proposal which is a firm and irrevocable offer for the period covered. We would be pleased to serve the City for another term. If you have any questions, please contact me at (860) 570-6372 or jkask@blumshapiro.com. I look forward to hearing from you.

Sincerely,



Joseph A. Kask, CPA
Partner
Director, Government Services Group

Independence and License to Practice

Independence



BlumShapiro understands the importance of auditor independence and maintains strict policies designed to ensure our independence on all engagements. We evaluate the implications that any advisory service proposed to an audit client will have on our independence, in fact and in appearance. We communicate to our clients all conclusions with respect to the independence at the beginning and end of each engagement.

At BlumShapiro, all professional personnel are required to adhere to the independence, integrity and objectivity rules, regulations, interpretations and rulings of the American Institute of Certified Public Accountants (AICPA) and of all other regulatory agencies and professional organizations applicable to the engagement. In this regard, any transaction, event, circumstance or action that would impair the firm's independence or violate its integrity and objectivity policy on a compilation, review, audit or attestation (including forecast and projection) engagement is prohibited.

We are independent of the City of Bridgeport as defined by generally accepted accounting standards and *Government Auditing Standards*. We have been the auditor for the City for the past several years; however, we have not had nor do we foresee any potential conflict of interest issues with the City or its management.

License to Practice in the State of Connecticut

BlumShapiro and all of its partners and key professional staff are licensed to practice in the State of Connecticut. All supervisory staff are qualified to practice in Connecticut and practice under the firm's umbrella license.

Firm Qualifications and Experience

Key Differentiators of BlumShapiro:

- ***Government industry focus***
- ***Familiarity and experience***
- ***Partner-level attention and communication***
- ***Responsive and proactive***
- ***Engagement team continuity***
- ***Highest standards of quality and service***

BlumShapiro is the largest regional accounting, tax and business consulting firm based in New England with offices in West Hartford and Shelton, CT, Boston and Quincy, MA and Providence, RI. We have grown to nearly 400 accounting, consulting and administrative professionals, making us one of the top 60 public accounting firms in the U.S. and the 4th fastest growing firm of the Top 100 in the country.

All work for this engagement will be performed out of our West Hartford office by seven full-time staff. Our Governmental Services Group consists of 64 professional staff members dedicated to serving municipalities.

We serve as your business advisors, helping you solve challenges and maximize opportunities. Drawing upon our breadth and depth of experience in our primary service area—government entities—we strategically tailor and consistently deliver tested solutions for unlocking the full potential of your organization. Our highly valued team members bring their diverse backgrounds and strengths to the table resulting in you receiving a true blend of national firm experience and local firm delivery. Our team shares a common passion: a personal commitment to each client's success as well as to the communities in which we live and work.

Governmental Services Group

Our Governmental Services Group currently provides audits to 55 towns, cities and school districts, ten of which have populations of at least 50,000. Our current client base includes over 80 quasi-government, state and municipal entities, many of which have been clients for over 20 years. We additionally provide specialized consulting services such as organization and process improvement studies, revenue enhancement projects, school construction financial management, information technology security studies, evaluation and installation of software and construction claims services to numerous local municipalities.

For BlumShapiro, the year-end audit provides an important foundation for an ongoing relationship that continues throughout the year. This means when the City faces a key accounting decision triggered by new reporting requirements, you will call us. It also means we will call you, alerting you to new auditing rules and to changes you should begin to make even before year-end.

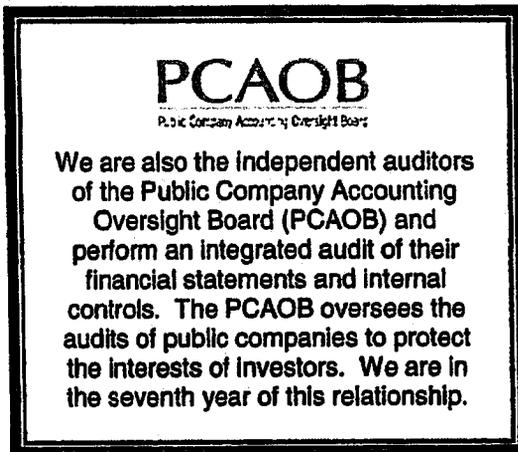
We have extensive audit experience in providing services to government clients and other recipients of state and federal financial assistance. Successfully serving these entities requires that we possess significant knowledge of and experience with OMB Circular A-133, the State Single Audit Act and federal, state and local financial assistance programs, including grant compliance auditing. As a result, we are thoroughly familiar with the complexities and concerns that result from the requirements of compliance with financial assistance programs.

Firm Qualifications and Experience (cont.)

Quality Assurance and Peer Review

Quality is one of BlumShapiro's core values. Our internal Accounting and Auditing Partners Committee is responsible for ensuring that our commitment to quality is put into practice on a daily basis. This committee includes senior partners who regularly meet to review new accounting and auditing pronouncements and monitor internal processes and procedures, ensuring a consistent level of quality and a formal mechanism of control. This group oversees all technical aspects of our practice and our extensive training program for all professionals and develops firm policy and procedures related to performance of work.

One important element of our quality control system is our requirement that a concurring partner experienced in the particular industry review and approve the planning, workpapers and reports prior to issuance of audits the firm performs. This ensures that issues are properly addressed and also enables the concurring partner to step in for the relationship partner in the event of an emergency.



BlumShapiro is a member of the Government Audit Quality Center of the American Institute of Certified Public Accountants (AICPA), a national community of CPA firms that demonstrates a commitment to government audit quality and raises awareness about the importance of government audits. BlumShapiro is also a member of the AICPA's Private Companies Practice Section and is an associate member of the Center for Audit Quality, an autonomous body affiliated with the AICPA.

Peer reviews are required by our profession's quality control and oversight program, and BlumShapiro has received unqualified opinions in

every review. **We have attached a copy of our latest peer review report**, which included a review of specific government engagements. A sample of our audit reports is subject to a desk review each year by the State of Connecticut Office of Policy and Management. None of these desk reviews has resulted in a significant change.

Disciplinary Action

Neither the firm nor any firm employees has been the subject of any disciplinary action by state regulatory bodies or professional organizations during the past three (3) years.

Firm Qualifications and Experience (cont.)

Consulting Services

Our team of consulting professionals has worked with public and private organizations, helping both management and staff identify business, technology and other service needs. We have conducted projects in the following areas:

- **Management and Operational Consulting**
 - Financial risk management
 - Performance management
 - Operational excellence
 - Strategy and corporate solutions
 - Strategy, planning and structure support
 - Change enablement
 - Shared services design/implementation
 - Business process outsourcing

- **Process and Controls Consulting**
 - Assessment of business risks
 - Internal control assessment
 - Sarbanes-Oxley and corporate governance
 - SSAE16 internal control audits for service organizations
 - Computer forensics/eDiscovery

- **Technology Consulting**
 - Master data management
 - Application development
 - Cloud services
 - Business intelligence
 - Portals and collaboration
 - Microsoft partner

- **Business Solutions Consulting**
 - Business enterprise review
 - Software selection, training and implementation
 - Performance management
 - Financial solutions
 - Tagetik
 - Adaptive planning
 - F-9 financial management
 - Intacct
 - AccuFund
 - Sage

Firm Qualifications and Experience (cont.)

- **Litigation and Valuation Services**

- Forensic and investigative accounting
- Business valuation
- Bankruptcy and insolvency
- Computer forensics/eDiscovery
- Economic damages
- Fraud risk assessments
- Insurance investigations and accounting malpractice

Updates on Accounting and Regulatory Developments

We regularly alert clients to changes which will affect their industry and help them anticipate the effects of new state laws and industry trends, as well as provide advice on a wide variety of topics of interest. As emerging issues arise that may affect our clients, we respond through eNewsletters, webinars and e-mail alerts.

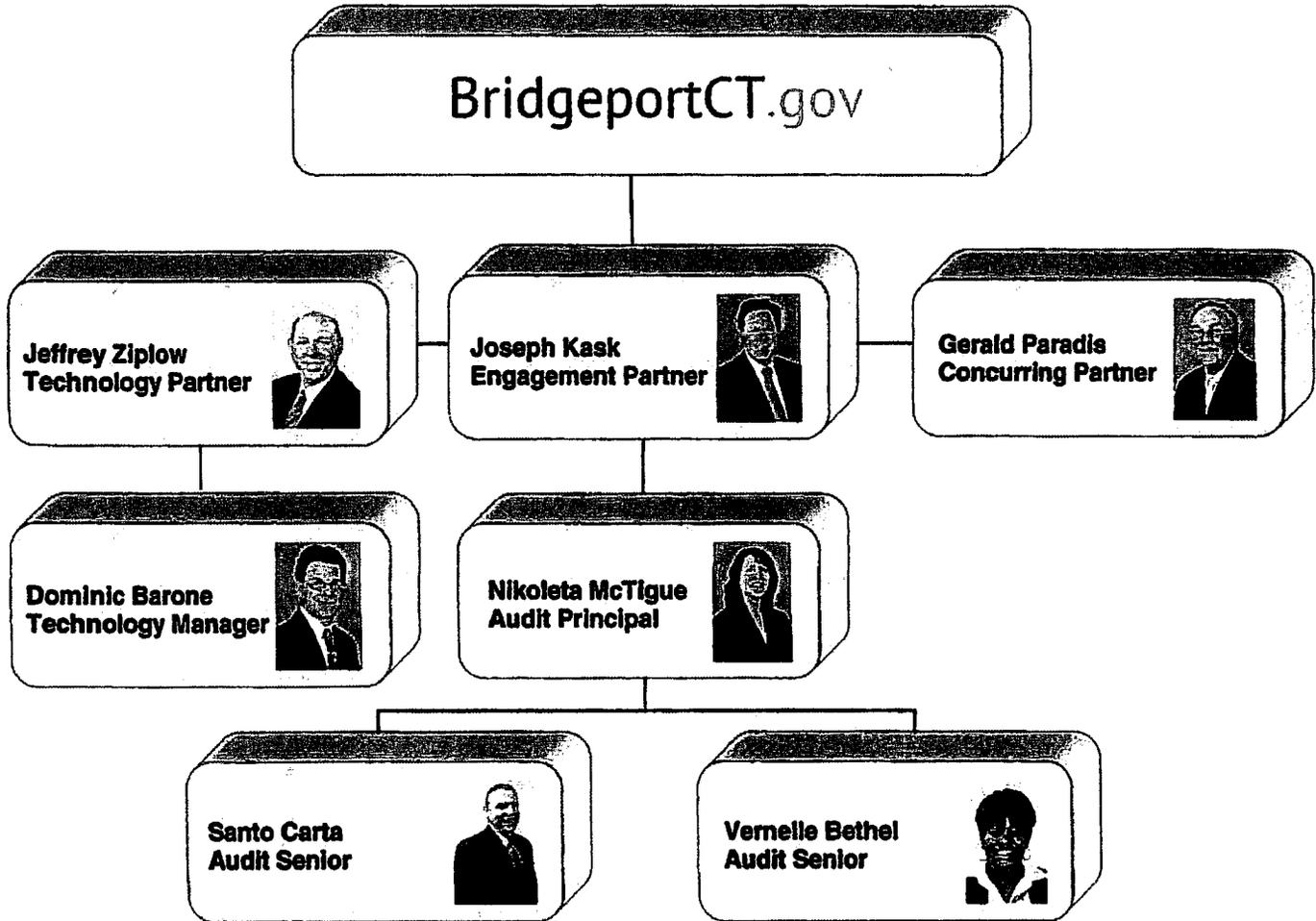
We also conduct periodic presentations which are well attended by our clients. Internal control checklists and other items to assist our clients with the completion of the audit are provided as part of the audit at no additional charge.

Our website offers all of our current and archived issues of our industry specific eNewsletters, as well as relevant interviews and white papers, at gov.blumshapiro.com. Feel free to browse our government industry site that is customized with information relevant to your organization.



Staff Qualifications and Experience

The following represents the proposed organizational chart for the City's engagement team. Senior and staff accountants will be selected from our pool of professionals with government training and experience. Supervisory members are certified public accountants and have a minimum of three (3) years of municipal audit experience in the State of Connecticut.



We recognize that professional services are inseparable from the people who deliver them. BlumShapiro recruits and develops the best staff available, whether it's entry level professionals from the best area colleges and universities or experienced professionals from other firms. The size and variety of the firm's clients, ranging from government and non-profit organizations to private companies of varying sizes, provide our professional staff with a broad range of experience. By employing only the most qualified personnel and training them properly, we have found that our engagements run more smoothly and efficiently and that clients experience less disruption.

The key members of your engagement team possess a wealth of industry experience, substantial knowledge base, outstanding credentials and a results-driven attitude. They are well versed in the challenges facing your industry and have identified solutions to assist you in meeting these challenges. Their detailed résumés are on the following pages.

Staff Qualifications and Experience (cont.)

Licensure of Certified Public Accountants is only required by the State of Connecticut when the CPA is signing financial statements or tax returns. BlumShapiro's policy is that only signers of tax returns and financial statements must obtain licenses, which generally consists only of partners. Therefore, non-partner CPAs on the proposed engagement team are not required to be licensed and are therefore not licensed.

Quality of Staff

The firm strives to retain strong talent who share our vision and values. We believe our turnover rate, which averages half the industry norm, enables us to deliver on our promise to make continuity one of our main priorities. However, we recognize that staff turnover is of great concern to you. Because of our firm's commitment to partner involvement in all client relationships, we can ensure you that if there is staff turnover or the need for additional staff, we will be responsible for updating and training any new staff to provide for a smooth transition. We realize that changes in our staff should not place additional burdens on your staff. If personnel need to be changed, the City has the right to approve or reject replacements.

Affirmative Action Policy



Our firm is an Affirmative Action/Equal Opportunity Employer and is strongly committed to all policies that will afford equal opportunity employment to all qualified persons without regard to race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation, sexual orientation, learning disability, physical disability including, but not limited to blindness, or genetic information, except where any of the above is a bona fide occupational qualification or need. This policy and practice applies to all persons, particularly those that are members of the protected classes identified as being Blacks, Hispanics, Asian Americans, American Indians, Women, Persons with Disabilities and any other category projected by State or federal law. BlumShapiro

implements, monitors and enforces the Affirmative Action Policy Statement and programs in conjunction with all applicable federal and state laws, regulations and executive orders.

Continuing Professional Education Attended by Staff

All of our professional staff meet or exceed the continuing professional education requirements established by our profession. In addition, those staff members who serve government organizations that are recipients of federal financial assistance receive at least 24 hours of industry-specific education in compliance with *Government Accounting Auditing Standards*.

All staff assigned to the engagement have exceeded the requirements of *Government Auditing Standards* for continuing professional education.

Staff Qualifications and Experience (cont.)

Role in Engagement

As engagement partner, Joe will continue to provide overall direction to the engagement team, maintaining an active role in the relationship with management. He has primary responsibility for all services.

General Experience Highlights

As partner and Director of BlumShapiro's Governmental Services Group, Joe has over 25 years of experience auditing government entities and non-profit organizations. He has performed audits for numerous municipalities, government agencies and special districts and is also experienced in the area of state and federal non-profit taxation issues.

Joe has significant experience related to the accounting and reporting requirements of various federal and state agencies as well as performing audits in accordance with OMB Circular A-133 and the State Single Audit Act. He has developed and served as an instructor for various staff training programs related to municipal and non-profit organizations. Joe has also been featured as a speaker on a number of programs sponsored by the Connecticut Society of Certified Public Accountants.

Professional Organizations and Activities

- American Institute of Certified Public Accountants (AICPA)
- Connecticut Society of Certified Public Accountants (CTCPA)
Governmental Accounting and Auditing Committee
Former Member, Not-for-Profit Organizations Committee
- Government Finance Officers Association of the U.S. & Canada
- Government Finance Officers Association (GFOA) of CT,
NY & MA
- University of Connecticut Alumni Association
Finance Committee
- Quinnipiac University
Accounting Department Advisory Board
- Mercy High School
Board of Trustees
- MetroHartford Alliance
Government Relations and Public Policy Committee
Legislative Affairs Council
- Hospital of Central Connecticut
Incorporator
- City of Hartford
Budget Analysis Task Force
- Connecticut Council of Small Towns



Joseph A. Kask, CPA

Service Specialties

Financial Statement Audits
Federal and State
Single Audits
Non-Profit Taxation Issues
Staff Training Instruction

Clients Served

Municipalities
Quasi-Government
Organizations
Special Districts
Non-Profit Organizations

Education

University of Connecticut
Bachelor of Science in
Accounting

Staff Qualifications and Experience (cont.)

Role in Engagement

Gerry will continue to serve as partner in charge of the education and state and federal grants portion of the audit as well as concurring partner for the engagement. In his role as concurring partner, he will participate in engagement planning, perform a secondary review of all reports, be available as a technical resource and serve as the contact in the event Joe is not available.

General Experience Highlights

As a partner, Gerry has over 30 years of experience in government and non-profit auditing and has managed the audits of numerous Connecticut municipalities, non-profits and special districts.

Gerry has significant experience related to compliance audits for state and federal grant programs as well as program funding and reporting requirements associated with the Connecticut State Department of Education. He has been extensively involved with the State of Connecticut Office of Policy and Management in facilitating the implementation of the State Single Audit Act.

Gerry has also been a featured speaker and a discussion leader at the Governmental Accounting and Auditing Conference sponsored by the Connecticut Society of Certified Public Accountants and at Connecticut Government Finance Officers Association conferences.

Professional Organizations and Activities

- American Institute of Certified Public Accountants (AICPA)
- Connecticut Society of Certified Public Accountants (CTCPA)
Former Chair, Governmental Accounting and Auditing Committee
Former Chair, Governmental Report Review Subcommittee
- Government Finance Officers Association of the United States and Canada
- Government Finance Officers Association of Connecticut
2005 Albert Young Award Recipient
- Association of Certified Fraud Examiners (ACFE)
- New England Intergovernmental Audit Forum - CTCPA Liaison
- Timberlin Golf Club
Board of Directors
Treasurer
- St. Paul Church
Finance Council
- Connecticut Council of Small Towns



**Gerald P. Paradis,
CPA, CFE**

Service Specialties

Financial Statement Audits
Federal and State Single Audits

Clients Served

Municipalities
Quasi-Government Organizations
Special Districts
Housing Authorities
Charter Schools
Non-Profit Organizations

Education

Central Connecticut State University
Bachelor of Science in Accounting

Staff Qualifications and Experience (cont.)

Role in Engagement

As audit principal, Nikoleta will continue to oversee all aspects of the financial audit services. She will provide technical expertise on all accounting and reporting issues and work with your staff in developing the overall audit schedule and plan.

General Experience Highlights

As a principal, Nikoleta has 16 years of experience auditing municipal and non-profit organizations. She has significant experience related to the accounting and reporting requirements of various federal and state agencies.

Nikoleta has been in charge of the audits of a number of municipalities, housing authorities, special districts and non-profit organizations. In addition, she has experience implementing information technology systems in support of accounting and auditing functions.

Nikoleta has provided audits of financial statements performed in accordance with government auditing standards and HUD regulations.

Professional Organizations and Activities

- American Institute of Certified Public Accountants (AICPA)
- Connecticut Society of Certified Public Accountants (CTCPA)
- Government Finance Officers Association of Connecticut (GFOA)
- Government Finance Officers Association of the United States and Canada
Special Review Committee, GFOA Certificate of Achievement for Excellence in Financial Reporting
- West Hartford Art League
Treasurer, Board of Directors
- Lyme Old Lyme Soccer Club
Treasurer, Board of Directors



**Nikoleta D. McTigue,
CPA, MSA**

Service Specialties

Financial Statement Audits
Federal and State
Single Audits
Information Technology
HUD Audits

Clients Served

Municipalities
Housing Authorities
Special Districts
Non-Profit Organizations
Federal and State
Agencies

Education

University of Tirana
(Albania)
Bachelor of Science in
Economics and Accounting

University of Hartford
Masters of Science in
Professional Accounting

Staff Qualifications and Experience (cont.)

Role in Engagement

As audit senior, Santo will continue to manage the day-to-day activities of the engagement under Nikoleta's direction.

General Experience Highlights

As a senior accountant in our Accounting and Auditing Department, Santo has 14 years of experience in providing services to municipalities, as well as federal and state agencies. In addition, he specializes in audits of non-profit organizations and regional education service centers.

Santo has significant expertise in the areas of state and federal tax compliance and state and federal single audits. He also specializes in the area of municipal-owned and operated utilities, including waste water operations and trash and energy facilities.

Professional Organizations and Activities

- American Institute of Certified Public Accountants (AICPA)



Santo Carta

Service Specialties

Financial Statement Audits
and Reviews

State and Federal Tax
Compliance

State and Federal Single
Audits

Clients Served

Municipalities

Municipal Utilities

Non-Profit Organizations

Education

Central Connecticut State
University

Bachelor of Science in
Accounting

Staff Qualifications and Experience (cont.)

Role in Engagement

As audit senior, Vernelle will continue to manage the day-to-day activities of the engagement under Nikoleta's direction.

General Experience Highlights

As a senior accountant in our Accounting and Auditing Department, Vernelle provides audit services, supervises fieldwork and oversees staff accountants during engagements. Vernelle specializes in supporting clients in the following industries: non-profit organizations, government, education and manufacturing.

Vernelle was an assistant auditor at Grant & Simmons CPAs in Bridgeport before joining BlumShapiro in 2008.

Professional Organizations and Activities

- American Institute of Certified Public Accountants (AICPA)
- Connecticut Society of Certified Public Accountants (CTCPA)
- Association of Chartered Certified Accountants (ACCA)



**Vernelle S. Bethel,
MBA, CAT**

Service Specialties

Financial Statement Audits
and Reviews

Clients Served

Municipalities

Manufacturers

Distributors

Non-Profit Organizations

Education

University of Bridgeport

Bachelor of Science in
Accounting

Masters of Business
Administration in Finance

Staff Qualifications and Experience (cont.)

Role in Engagement

As technology partner, Jeff will provide assistance and advice to the City and the engagement team in all matters related to information technology, infrastructure and security. He will also assist the engagement team in reviewing IT Controls and assessing the impact on the audit work performed.

General Experience Highlights

As a partner in BlumShapiro's consulting group, Jeff is responsible for the firm's business and technology consulting practices. He has significant experience working with business owners and managers to identify technology solutions and alternatives to their business needs.

Jeff has participated on a variety of projects, including defining information and technology requirements, developing strategic technology plans, performing information system security audits and performing software selections.

During the past several years, Jeff has been actively involved in providing investigative support and guidance to law firms and litigation consulting firms on technology-related issues for various criminal and civil court cases. As part of this effort, Jeff has developed a standard approach (methodology) for evidence collection and analysis using various technology tools. Our Computer Forensics practice uses these tools and expertise to help attorneys formulate their case and piece together electronic evidence.

Professional Organizations and Activities

- Certified Information Systems Auditor (CISA)
- Certified in Governance of Enterprise IT (CGEIT)
- Information Systems Audit and Control Association (ISACA)
- Government Finance Officers Association of Connecticut (GFOA)
- Hebrew Health Care Board Member



**Jeffrey I. Ziplow, MBA,
CISA, CGEIT**

Service Specialties

Business and Technology Consulting

Information System Security Audits

Software Selection

Investigative Support and Guidance

Clients Served

Municipalities

Privately Held Businesses

Individuals

Education

University of Vermont

Bachelor of Arts

Boston College

Master of Business Administration

Staff Qualifications and Experience (cont.)

Role in Engagement

As technology manager, Dominic will review the procedures and controls related to the City's financial information systems.

General Experience Highlights

As a senior manager, Dominic has extensive experience in both accounting and information management. He functions as manager in charge of audits for municipal and government entities and consults on accounting system upgrades and conversions. He manages accounting software installations, supervising all aspects of projects from selection through training and implementation.

Dominic brings significant experience as a management information systems consultant. While a consultant for an international insurance company, he automated manual tasks and supported over 200 users in 21 locations throughout the country on various proprietary software systems. Consulting has provided Dominic with extensive experience in designing and testing systems and training end users.

Prior to his role as an information systems consultant, Dominic was a staff auditor, working primarily with municipalities and non-profits. This accounting and auditing experience is an essential foundation in selecting and implementing practical systems and audit controls.

In addition, Dominic is responsible for the technology review required during an audit. This critical review of technology security and controls results in a report of observations and recommendations.

Professional Organizations and Activities

- American Institute of Certified Public Accountants (AICPA)
- Connecticut Society of Certified Public Accountants (CTCPA)
Technology Committee
- Certified Information Technology Professional (CITP)
- Certified Information Systems Auditor (CISA)
- Information Systems Audit and Control Association (ISACA)



**Dominic Barone, CPA,
CITP, CISA, CGEIT, CRISC**

Service Specialties

Accounting
Financial Statement Audits
Information Systems
Consulting
Accounting Software
Installations

Clients Served

Municipalities
Quasi-Government Entities

Education

Ohio University
Bachelor of Arts in
Accounting and
Management Information
Systems

Similar Government Engagements

We encourage you to learn first-hand of our service capabilities and qualifications by contacting our government clients listed below:

Organization and Location	Date	Engagement Partner	Total Hours	Client Contact
City of Norwich* 100 Broadway, Room 105 Norwich, CT 06360-4431	Through 6/30/17	Paradis	800	Mr. Joshua Pothier Comptroller (860) 823-3700
<u>Scope of work:</u> financial statement audit, federal and state single audits, ED001 agreed-upon procedures <u>Population:</u> 40,502 <u>Total Revenues:</u> \$138 million				
City of Waterbury* 236 Grand Street Waterbury, CT 06702	Through 6/30/14	Paradis	1,300	Mr. Michael LeBlanc Director of Finance (203) 574-6840
<u>Scope of work:</u> financial statement audit, federal and state single audits, ED001 agreed-upon procedures <u>Population:</u> 109,915 <u>Total Revenues:</u> \$543 million				
City of Milford* 70 West River Street Milford, CT 06460	Through 6/30/14	Kask	1,200	Peter A. Erodici Jr. Director of Finance (203) 783-3220
<u>Scope of work:</u> financial statement audit, federal and state single audits <u>Population:</u> 52,981 <u>Total Revenues:</u> \$226 million				
City of Bristol* 111 North Main Street Bristol, CT 06010	Through 6/30/16	Kask	1,200	Mr. Glenn S. Klocko Comptroller (860) 584-6127
<u>Scope of work:</u> financial statement audit, federal and state single audits <u>Population:</u> 60,603 <u>Total Revenues:</u> \$224 million				
City of New Britain* 27 West Main Street New Britain, CT 06051	Through 6/30/15	Kask	1,100	Ms. Becky Salerni Acting Finance Director (860) 826-3434
<u>Scope of work:</u> financial statement audit, federal and state single audits <u>Population:</u> 73,153 <u>Total Revenues:</u> \$289 million				

* Clients having a GFOA Certificate of Achievement for Excellence in Financial Reporting

Audit Approach

Continuity of Service

As the current independent auditor for the City, BlumShapiro can ensure a seamless transition into the next fiscal year based upon our thorough understanding of your operations.

The first year of the engagement would not require extensive client involvement to reacquaint ourselves with a basic understanding of your accounting and reporting processes, accounting systems and personnel roles and responsibilities. We will perform the work covered in the time period required in the Request for Proposal. At the beginning of each of the following year's audit, we will review the prior year engagement to determine if any improvements can be made to the overall process. Our audit approach includes the active participation of the partner and manager to ensure that the audit process is effectively coordinated and monitored throughout the engagement.

Risk-Based Audit Approach

Auditing standards issued by the AICPA require the auditor to consider the client's internal control environment in planning and performing the audit. During the planning stage of our audit, we will meet with management and key employees to document critical processes in your organization.

As we gain an understanding of your internal control structure, we will also perform a thorough risk assessment, including business, financial reporting and fraud risks. We will then assess whether the design of your internal control environment is adequate to address the identified risks. We find that this exercise results in the formulation of an effective risk-based audit plan as well as meaningful observations and recommendations.

Finally, we formulate an audit plan that incorporates the combination of control testing and substantive testing that will result in the most efficient and effective audit possible in light of your internal control environment and the risks that we have identified.

IT Control Review and Assessment

In response to the increased use of information technology in all aspects of an organization and in accordance with Statement on Auditing Standards (SAS) No. 109 and 110, *Impact of Information Technology Controls on Audit Planning*, BlumShapiro will perform an assessment of your current IT infrastructure, systems, processes and controls and security to enhance our understanding of your internal controls and make a proper assessment of control risks for our financial audit.

We perform this type of assessment for all our audit clients to help understand and document the critical information technology controls within each audit organization. BlumShapiro will be on site to perform the IT control assessment, which typically takes four to six hours to complete. BlumShapiro utilizes the IT professional staff associated with our Consulting Group to perform this assessment. This allows qualified CISA (Certified Information System Auditors) professionals to adequately assess the IT controls and risks within your organization.

Audit Approach (cont.)

We will also document our technology control findings and recommendations, typically in the areas of financial application security, network security, policies and procedures, data backup and disaster recovery. This document provides recommendations to enhance internal IT controls and is used as the basis for future IT control assessments in the future audit years.

Engagement Software

We have implemented state-of-the-art engagement information system software to virtually eliminate the clerical aspects of preparing financial statements. Your accounting data are electronically imported to the system, and this information is automatically linked to the financial statements and electronic workpapers. We use data extraction software which enables us to draw data directly from your current accounting software to use the information already input for a variety of purposes including analytical review and sample selection.

Audit Segmentation

The following is a breakdown of how the audit will be performed:

Preliminary Fieldwork (approximately 25%-35% of total hours) – This phase will be performed primarily by supervisory members of our staff and will include the following components:

- Planning survey
- Documentation of control environment
- Audit of tax collector and assessor's department
- Other preliminary fieldwork

Fieldwork (approximately 50%-65% of total hours) – This phase will be performed primarily by staff members under the direct supervision of our experienced supervisory staff and will include the following components:

- Tests of balances and controls
- Collection of evidence to support financial statements

Final Phase (approximately 10%-15% of total hours) – This phase will be performed primarily by supervisory members of our staff and will include the following components:

- Review of audit documentation
- Review of draft financial statements, management recommendations and proposed adjustments with management
- Presentation of final report

Audit Approach (cont.)

Planning Survey

The planning survey, which will be performed as shortly after our appointment as possible, will include the following:

- Update our knowledge of the City's operating environment by reviewing management's plans and objectives and by studying historical documents such as financial reports, budgets, and other records.
- Re-acquaint ourselves with your personnel responsible for accounting and financial data to gain an understanding of the flow of information, internal controls and accounting records.
- Assess the audit risks that pertain to each account balance, or class of transactions in order to focus our audit effort based upon the risk of error in each area.

Sampling

Our sample sizes will be dependent upon materiality and the results of other procedures applied. Sample sizes will be determined during our planning phase.

Sampling of certain tests of controls are only performed if we assess control risk below the maximum level in order to reduce the extent of substantive tests. In deciding whether to apply tests of controls thereby modifying substantive tests, we consider the following factors:

- The strength of the internal control(s) to be relied upon.
- The risk of management override of those internal controls.
- The expected rate of deviations from these controls.
- The cost of performing tests of controls relative to savings that would result from restricting substantive testing.

Sampling for the purposes of tests of compliance as required by both the Federal and State Single Audit will be selected based on the nature of the program involved. It is anticipated that the compliance testing will take place prior to year-end, once the identification of grant expenditures by program has taken place.

Communication

Prior to the start of fieldwork, we will meet with your staff to design a workplan and schedule that coincides with your expectations. During the course of the engagement, we will meet with the City's designated contacts on a regular basis to discuss the progress of the engagement and any issues that may have been encountered.

At the conclusion of our audit we will request, as required by our professional standards, certain written representations from you about the financial statements and matters related thereto.

Audit Approach (cont.)

In connection with the planning and the performance of our audit, generally accepted auditing standards require that we communicate certain matters to management. Although we do not anticipate any potential audit problems, we will, to the extent that they come to our attention, communicate irregularities and illegal acts that are clearly not inconsequential. We will also communicate significant deficiencies that come to our attention.

In addition, we will communicate certain other matters related to the conduct of our audit, including significant accounting policies, management judgments and accounting estimates, significant audit adjustments (recorded and unrecorded), disagreements with management, difficulties encountered in performing the audit and major issues discussed with management prior to our retention as auditors. With respect to these communications, it is our practice to discuss all comments, if appropriate, with the level of management responsible for the matters prior to their communication to senior management.

Since our primary objective will be to provide audit and other related services to the City, we will tailor the engagement to your particular needs by developing an audit plan which is suitable and cost effective and by assigning appropriate personnel to the engagement. Equally important to our primary objective of rendering an opinion on the financial statements is to maximize the services you receive as a result of our audit. We will be available to provide ongoing assistance to you in the implementation of any GASB changes and in submission of your CAFR for the Certificate program, if applicable. We will provide concise, pertinent and timely recommendations regarding accounting, financial reporting, recordkeeping and other matters that might arise.

Identification of Potential Audit Problems

At this time, we do not anticipate any major audit issues. However, should any unanticipated problems arise, we will communicate them to the appropriate individuals prior to taking any action and billing any additional fees.

We may also have other comments for management on matters we have observed and possible ways to improve the efficiency of your operations or other recommendations concerning the internal controls.

Municipal Client List

We provide audit and consulting services for the following municipalities, in addition to the City of Bridgeport. Those municipalities marked by an asterisk have received the GFOA Certificate of Achievement for Excellence in Financial Reporting. Those municipalities marked with § have populations of at least 50,000.

Cities, Towns and Regional School Districts

- > City of Bridgeport*§
- > City of Bristol*§
- > City of Meriden*§
- > City of Middletown*
- > City of Milford*§
- > City of New Britain*§
- > City of Norwich*
- > City of Torrington
- > City of Waterbury§
- > Town of Avon*
- > Town of Berlin*
- > Town of Bloomfield*
- > Town of Branford
- > Town of Clinton
- > Town of Coventry*
- > Town of East Haddam
- > Town of East Hartford*§
- > Town of Easton
- > Town of Farmington
- > Town of Granby*
- > Town of Groton*
- > Town of Guilford*
- > Town of Haddam
- > Town of Kent
- > Town of Litchfield
- > Town of Madison*
- > Town of Manchester*§
- > Town of Mansfield*
- > Town of Marlborough
- > Town of Newington*
- > Town of Plainville*
- > Town of Plymouth
- > Town of Redding
- > Town of Ridgefield*
- > Town of Rocky Hill*
- > Town of Seymour
- > Town of Simsbury*
- > Town of Southbury
- > Town of Southington*
- > Town of South Kingstown, RI*
- > Town of South Windsor
- > Town of Stratford*§
- > Town of Suffield
- > Town of Thompson
- > Town of Tolland*
- > Town of Trumbull
- > Town of Wallingford*
- > Town of Watertown*
- > Town of West Hartford*§
- > Town of Westerly, RI*
- > Town of Wethersfield*
- > Town of Windsor Locks
- > Regional School District #9
- > Regional School District #13
- > Regional School District #19*

* Clients having a GFOA Certificate of Achievement for Excellence in Financial Reporting

§ Clients with populations of at least 50,000

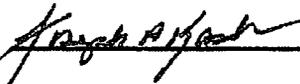
**APPENDIX A
BIDDER GUARANTEES
AND
BIDDER WARRANTIES**

Bidder Guarantees

The bidder certifies that it can and will provide and make available, at a minimum, all services set forth in Section IV, Nature of Services Required.

Bidder Warranties

1. Bidder warrants that it is willing and able to comply with State of Connecticut laws with respect to foreign (non-State of Connecticut) corporations.
2. Bidder warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof.
3. Bidder warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City of Bridgeport.
4. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: 

Name (typed): Joseph A. Kask, CPA

Title: Partner

Firm: Blum, Shapiro & Company, P.C.

Date: April 22, 2014

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(To be included with bid # CMB482144)

State of.....)

County of.....)

Joseph A. Kask, CPA, Partner, being first duly sworn, deposes and says that:

(1) He is Partner of Blum, Shapiro & Company, P.C.,
the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Bridgeport, owner, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

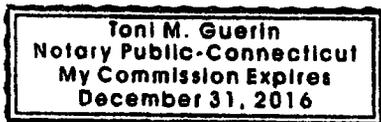
Joseph A. Kask
(Signed)

Partner
(Title)

Subscribed and sworn to before me this 22nd day of April, 2014.

Toni M. Guerin (Title) Notary

My Commission Expires: 12-31-2016



<u>Peter Niedermeyer, CPA</u>	<u>29 S. Main St. WH, CT</u>	<u>Secretary</u>
<u>John A. Zirno, Jr., CPA</u>	<u>2 Enterprise Dr, Shelton, CT</u>	<u>Shelton Managing Partner</u>
<u>Kevin White, CPA</u>	<u>1 Pine Hill Dr, Quincy, MA</u>	<u>Quincy Managing Partner</u>
<u>Gregory Cabral, CPA</u>	<u>50 Holden St, Providence, RI</u>	<u>Providence Managing Partner</u>

(b) Identify owners of 5% or more interest in the Business:

None

6. Identify any parent organization of the Business.

Parent's name None, a

- | | |
|--|--|
| <input type="checkbox"/> a corporation | <input type="checkbox"/> a general partnership |
| <input type="checkbox"/> a limited liability company | <input type="checkbox"/> a sole proprietorship |
| <input type="checkbox"/> a limited liability partnership | <input type="checkbox"/> other _____ |

State of Incorporation or organization: _____

7. Has the Business, any Parent, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents ever been convicted of, entered a plea of guilty, entered a plea of *nolo contendere*, or otherwise admitted to:

- | | <u>Yes</u> | <u>No</u> |
|---|--------------------------|-------------------------------------|
| a) the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) to a violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Effective November 1, 2006

private contract or subcontract?

- d) the fraudulent, criminal or other seriously improper conduct while participating in a joint venture or similar arrangement.
- e) willfully failed to perform in accordance with the terms of one or more public contracts, agreements or transactions?
- f) had a history of failure to perform or a history of unsatisfactory performance of one or more public contracts, agreements or transactions?
- g) willfully violated a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction?

IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 7, EXPLAIN ON AN ATTACHED SHEET.

8. Read and initial at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS AND THE CITY OF BRIDGEPORT.

JK (Initial)

9. Read and initial at end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE UPDATED UPON ANY CHANGE.

JK (Initial)

Dated: 4-22-2014

Joseph A. Kask
Name: Joseph A. Kask, CPA
Title: Partner
duly-authorized

American Institute of
Certified Public Accountants

Mississippi Society of
Certified Public Accountants

An Independent Member of
CPA Associates International, Inc.,
A Worldwide Association of Accounting Firms



EUBANK BETTS

Eubank, Betts, Hirn, Wood, PLLC

A Professional Limited Liability Company
CERTIFIED PUBLIC ACCOUNTANTS

3820 I-55 North, Suite 100
Jackson, MS 39211

Post Office Box 16090
Jackson, MS 39236-6090

Phone: 601-987-4300
Fax: 601-987-4314

www.eubankbetts.com

SYSTEM REVIEW REPORT

September 27, 2013

**To the Shareholders of
Blum, Shapiro & Company, P. C.
and the National Peer Review Committee**

We have reviewed the system of quality control for the accounting and auditing practice of **Blum, Shapiro & Company, P. C.** (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of **Blum, Shapiro & Company, P. C.** in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Blum, Shapiro & Company, P. C.** has received a peer review rating of *pass*.


EUBANK, BETTS, HIRN, WOOD, PLLC

BlumShapiro

Accounting Tax Business Consulting

APPENDIX C

FIXED FEES

To be submitted on your firm's letterhead in a separate envelope.

Firm's Name:

Location of office staffing the audit:

Blum, Shapiro & Company, P.C.

West Hartford, CT

Number of municipal professional audit

Number of municipal audit staff to be assigned

Staff at this location: 64

to City: 7

Connecticut Municipal audit clients (FY 06 engagements for municipalities with populations of 50,000 or more): 10 – please refer to municipal client list in proposal

FIXED FEES

YEAR 5

	Proposed # of Hours	Year 1	Year 2	Year 3	Year 4	Year 5
Audit and report on City's general purpose financials (1)	820	\$115,900	\$118,200	\$121,700	\$124,100	\$126,700
Board of Education						
Board of Education financials	250	54,500	55,600	56,600	57,700	58,800
School Lunch Program	25	5,000	5,100	5,200	5,300	5,400
School Activity Funds	25	4,000	4,000	4,100	4,100	4,200
ED001 (including special Education grants)	100	20,800	21,200	21,600	22,000	22,400
Federal & State Single Audit Act statements and reports	300	39,100	39,900	40,000	40,800	41,600
Municipal Development (2)	--	--	--	--	--	--
Water Pollution Control Authority	80	10,600	10,900	11,000	11,200	11,400
Total City of Bridgeport Fees	<u>1,600</u>	<u>\$249,900</u>	<u>\$254,900</u>	<u>\$260,200</u>	<u>\$265,200</u>	<u>\$270,500</u>

(1) Includes management letter and report on the combined and individual fund financial statements, and assistance with Certificate of Achievement for Excellence in Financial Reporting with GFOA.

(2) Per the City, there is not a Municipal Development Component

Indicate amounts contained in (1) above for the following:

	Proposed # of Hours	Year 1	Year 2	Year 3	Year 4	Year 5
WPCA	--	\$ --	\$ --	\$ --	\$ --	\$ --
Pension Trust Fund	80	\$15,000	\$15,300	\$15,600	\$15,900	\$16,200

Total hours included in Total Fees:

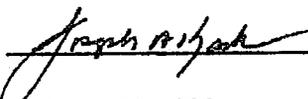
Partner	<u>160</u>
Principal	<u>200</u>
Staff	<u>1,240</u>

Rate for hours outside the specified scope, \$ per hour:

Partner	<u>\$ 320</u>
Principal	<u>\$ 260</u>
Staff	<u>\$ 150</u>

Submitted by: Joseph A. Kask, CPA

Date: April 22, 2014

Signature: 

Title: Partner

Telephone: (860) 570-6372

Fax: (860) 726-7572



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

DAVID M. KOORIS
Director

COMM. #109-13 Referred to ECD&E Committee on 6/2/2014

Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06605

May 28, 2014

Dear City Clerk:

Attached please find a resolution authorizing a Tax Incentive Development Agreement for The Security Building in Downtown North. This item is for referral to the Economic and Community Development and Environment Committee.

Sincerely,

Bill Coleman
Director of Neighborhood Development

CC: Mayor Finch
Andrew Nunn, CAO
David Kooris, OPED

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 MAY 28 P 4: 15

**A Resolution by the Bridgeport City Council
Authorizing a Tax Incentive Development Agreement for the
Historic Restoration and Mixed-Use Redevelopment of the
Security Building Complex in Downtown North
at 1105, 1115, and 1135 Main Street**

WHEREAS, Bridgeport Historic Ventures LLC (the “Developer”), pursuant to a private purchase in July of 2012, is the owner of three historic commercial buildings located at 1105, 1115, and 1135 Main Street (hereinafter known collectively as the “Property”);

WHEREAS, the Property’s three buildings are each over one-hundred years old, with two dating from 1905 and one dating from 1904;

WHEREAS, the Property comprises 113,000 square feet of space, the entirety of which was formerly used as commercial space, and the vast majority of which is currently vacant;

WHEREAS, the Developer proposes to invest approximately \$20 million in the historic renovation of the Property to create a mixed-use facility consisting of 70 residential units as well as 10,000 square feet of retail space (the “Project”);

WHEREAS, the Developer has secured for the Project a \$4 million award from the State Department of Housing’s CHAMP Program as well as a \$1 million award from the State’s Office of Brownfield Redevelopment;

WHEREAS, the Developer expects to attract over \$7 million in Federal and State Historic Tax Credit Equity for the Project;

WHEREAS, the balance of the Project's required funding, which equates to approximately \$8 million in permanent capital, must be secured through additional sources consisting of approximately \$2 million in private developer equity and approximately \$6 million in private financing;

WHEREAS, in order to attract such private capital, the Project's financial structure must offer a reasonable rate of return on equity and sufficient cash flow to repay debt;

WHEREAS, in recognition of these financial facts, Chapter 3.20 of the Bridgeport Municipal Code ("Tax Incentive Development Program") enables the City to provide real estate tax abatements to incentivize the redevelopment of property within the City by providing a stable, predictable, phase-in of real estate taxes toward full payment;

WHEREAS, this Project meets the eligibility criteria of the City's Tax Incentive Development Program in that the City's Office of Planning and Economic Development ("OPED") finds that it:

- (1) represents at least \$3 million in investment;
- (2) is compatible with the Master Plan;
- (3) has received OPED's economic pro-forma analysis;
- (4) creates public benefits in neighborhood improvement;
- (5) shall not generate any less in taxes than in the year prior;
- (6) shall begin construction within two years;
- (7) has earned OPED's favorable report on economic impact

WHEREAS, it is in the City's interest to encourage the redevelopment of these historic buildings so as to create new housing and so as to spur the rebirth of Downtown North;

NOW THEREFORE BE IT RESOLVED that the Director of the Office of Planning and Economic Development is authorized to negotiate and execute a Tax Incentive Development Agreement that will fix the real estate taxes at the Property for the first ten years after the issuance of a Certificate of Occupancy as follows:

Year 1:	\$ 90,000
Year 2:	\$ 92,700
Year 3:	\$ 95,481
Year 4:	\$ 98,345
Year 5:	\$101,296
Year 6:	\$104,335
Year 7:	\$107,465
Year 8:	\$110,689
Year 9:	\$114,009
Year 10:	<u>\$117,430</u>
Total:	\$1,031,750

BE IT FURTHER RESOLVED that the Mayor and the Director of the Office of Planning and Economic Development are each authorized to execute such agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution in the best interests of the City.



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

BILL FINCH
Mayor

COMM. #105-13 Ref'd as IMMEDIATE CONSIDERATION on June 2, 2014.

May 27, 2014

The Honorable Fleeta Hudson
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Fleeta:

I am respectfully requesting the following be made part of the agenda for IMMEDIATE CONSIDERATION in the next council meeting scheduled for Monday, June 2, 2014.

Establishing 42.198 Mill Rate for FY-2014-2015

Should you have any questions, please do not hesitate to contact my office.

Sincerely,

Bill Finch
Mayor

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 MAY 27 A 11:31

RESOLUTION

By Councilmember(s): Lydia N. Martinez
Milda I. Feliciano

District:
137th

Introduced at a meeting
of the City Council, held:

June 2, 2014

Referred to:

Board of Police Commissioners

Attest: _____
City Clerk

WHEREAS, parking is enforced to protect public safety and advance a number of policy goals such as ensuring parking spot turnover so that customers can access businesses; and

WHEREAS, long termed parkers in the area of 1001 East Main Street are tying up limited parking spots and for customers wanting make a quick stop it's a problem; and

WHEREAS, the lack of regular turnover in parking spots causes customers to double park to run into a business; and

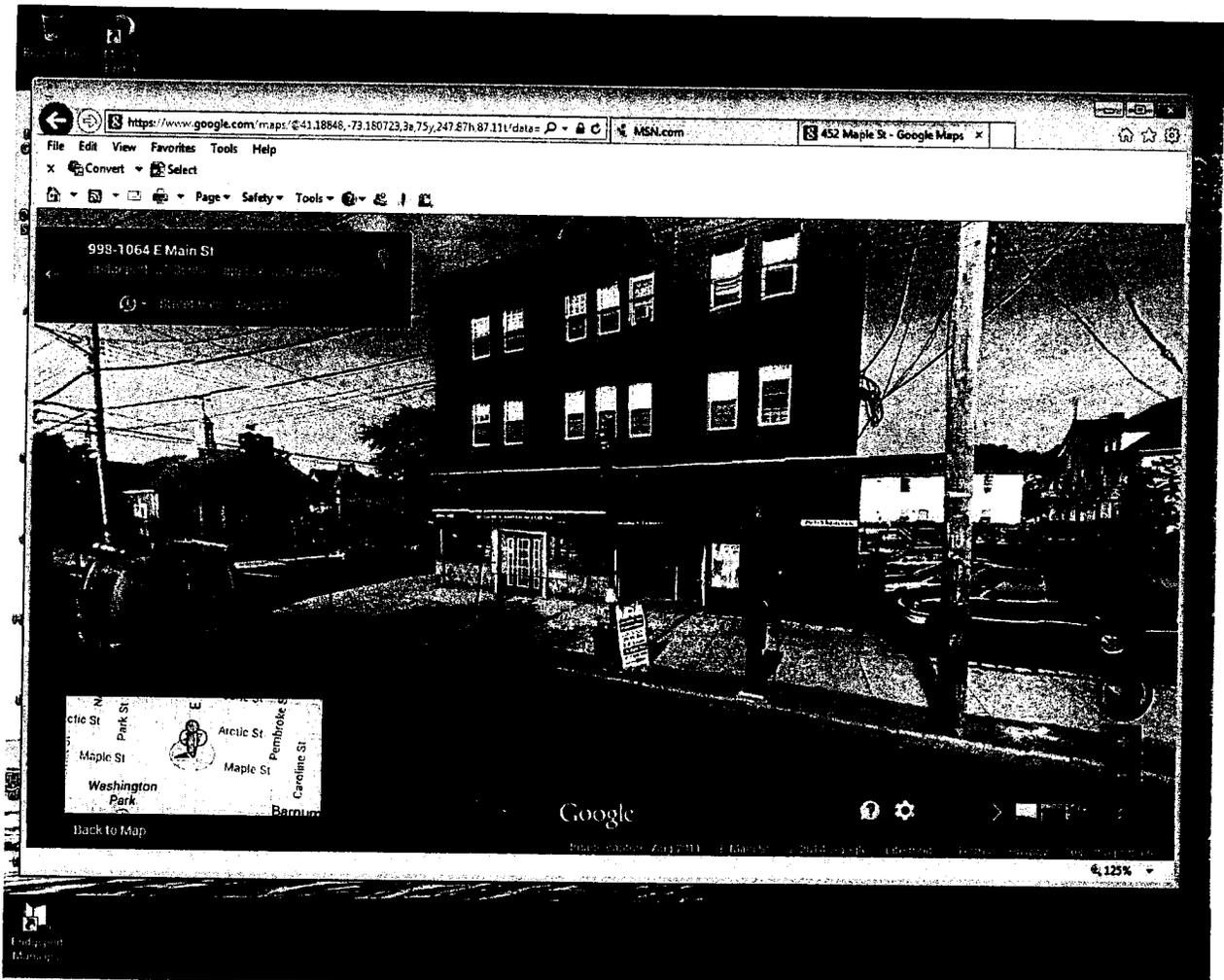
WHEREAS, double parking creates a hazardous condition for the traffic flow and is especially dangerous to pedestrians crossing East Main Street at the Maple Street intersection; and

NOW THEREFORE, BE IT RESOLVED that consideration be given to the installation of two signs designating 15 Minute Parking for immediate area adjacent to 1001 East Main Street.

(ATTACHMENT)

Referrals Made:

ATTEST
CITY CLERK
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CITY CLERK'S OFFICE
2014 MAY 23 A 11: 10



RECEIVED
CITY CLERK'S OFFICE
2014 MAY 23 A 11: 10
ATTEST
CITY CLERK

RESOLUTION

By Councilmember(s): Lydia N. Martinez
Milita I. Feliciano

District:
137th

Introduced at a meeting
of the City Council, held:

June 2, 2014

Referred to:

Board of Police Commissioners

Attest:

City Clerk

WHEREAS, as a two way street Pleasant Street can be entered from either Ogden Street or Stillman Street; and

WHEREAS, given its narrow width Pleasant Street can accommodate only one vehicle in any direction at a time; and

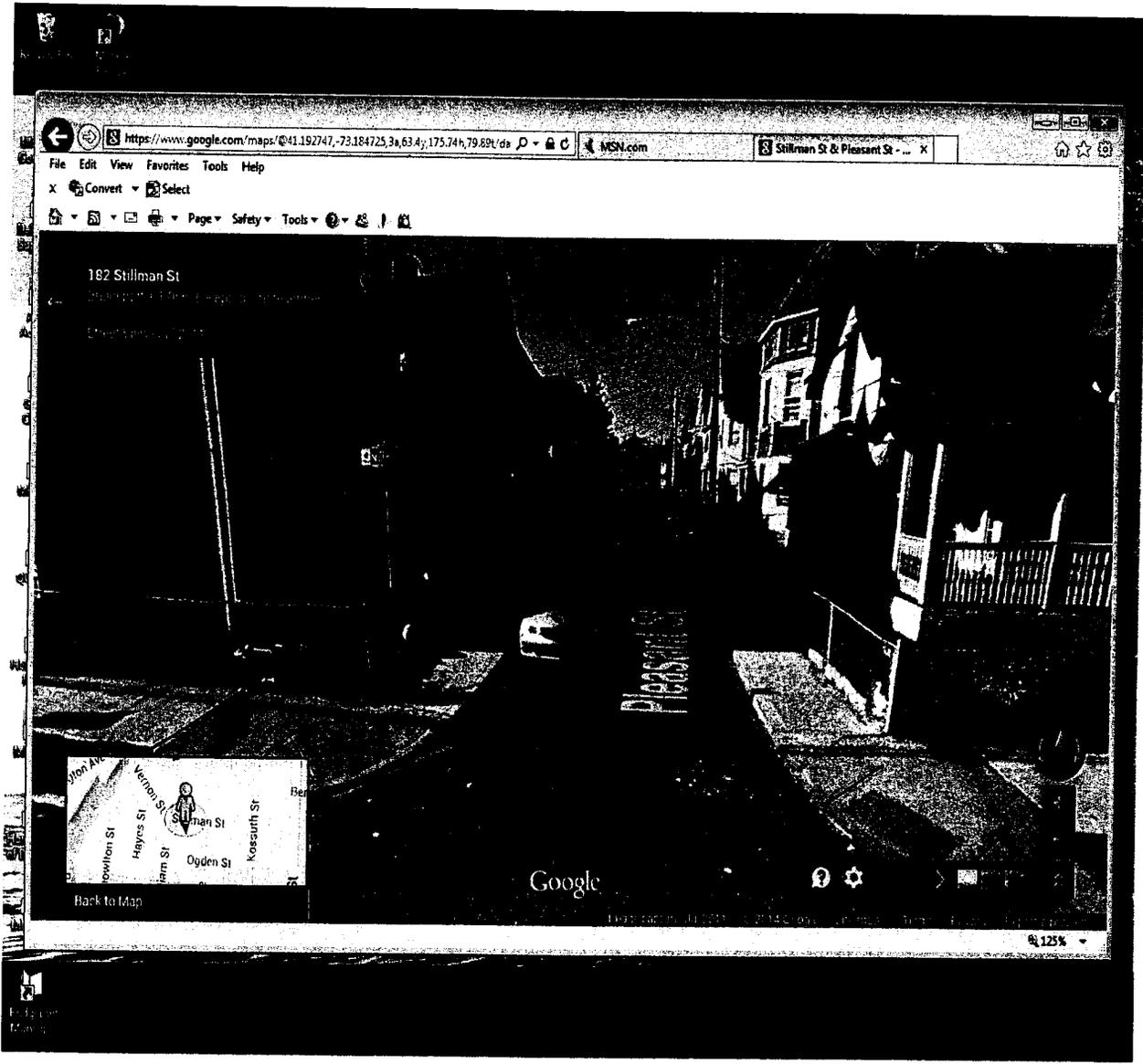
WHEREAS, this bottleneck increases the risk to residents from traffic accidents and delay in emergency responses; and

NOW THEREFORE, BE IT RESOLVED that consideration be given to designating Pleasant Street as a One Way Street with traffic flowing along it only from Ogden to Stillman Street with appropriate signage placed at the entrance of the streets designating Pleasant Street as being for One Way Traffic only.

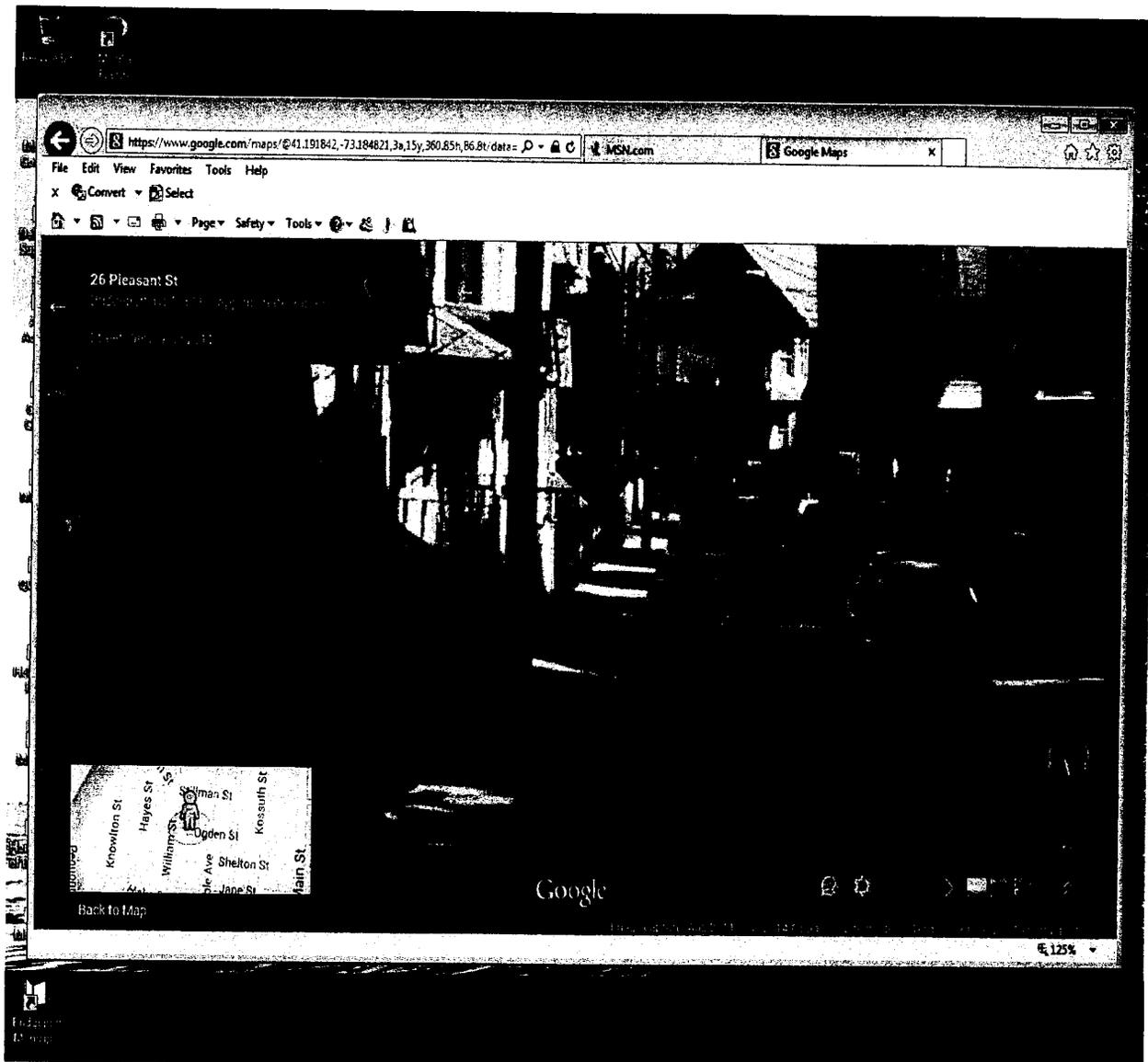
(ATTACHMENT)

Referrals Made:

ATTEST
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2014 MAY 23 A 10:08



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2014 MAY 23 A 10:08
ATTEST
CITY CLERK



RECEIVED
CITY CLERK'S OFFICE
2014 MAY 23 A 10:08
ATTEST
CITY CLERK

***69-13 (PHO) Consent Calendar**

Public Hearing Ordered for June 16, 2014: re
Disposition of City Owned Property located at 38
Luther Street.

**Report
of
Committee
on
ECB & Environment**

Submitted: June 2, 2014

Adopted: _____

Fleeta C Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***69-13 (PHO) Consent Calendar**

BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, June 16, 2014 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Disposition of City-Owned Property Located at 38 Luther Street.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

Lydia N. Martinez Co-Chair

Jack O. Banta

Jack O. Banta Co-Chair

Mary A. McBride-Lee

Mary A. McBride-Lee

Richard DeJesus

Richard DeJesus

Michelle A. Lyons

Michelle A. Lyons

Michael J. Marella

Michael J. Marella

Eneida Martinez-Walker

Eneida Martinez-Walker

Thomas C. McCarthy

Thomas C. McCarthy, President
(Sat in to make Quorum)

***75-13 Consent Calendar**

Grant Submission: re State Department of Transportation for Dial A Ride - Municipal Matching Program for Elderly.

**Report
of
Committee
on
CEA & Environment**

Submitted: June 2, 2014

Adopted: _____

Attest: _____

Fleeta C. Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***75-13 Consent Calendar**

WHEREAS, the State of Connecticut, through the Department of Transportation is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through Ct. General Statutes, Section 13b-38bb; and

WHEREAS, funds under this grant are appropriated to municipal governments to be used for Dial a Ride – Municipal Grant Programs to provide much needed transportation services to the elderly and persons with disabilities; and

WHEREAS, the City of Bridgeport does not operate a Dial a Ride- Municipal Grant Program and will grant the total sum of \$81,121 to Greater Bridgeport transit Authority to operate this program; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the State of Connecticut, Department of Transportation through Greater Bridgeport Regional Council; Now, therefore be it

RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract with the State of Connecticut, Department of Transportation and Greater Bridgeport Transit Authority.

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with State of Connecticut, Department of Transportation through Greater Bridgeport Regional Council and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Report of Committee on ECD and Environment
*75-13 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

Lydia N. Martinez Co-Chair

Jack O. Banta

Jack O. Banta Co-Chair

Mary A. McBride-Lee

Mary A. McBride-Lee

Richard DeJesus

Richard DeJesus

Michelle A. Lyons

Michelle A. Lyons

Michael J. Marella

Michael J. Marella

Eneida Martinez-Walker

Eneida Martinez-Walker

Thomas C. McCarthy

Thomas C. McCarthy, President
(Sat in to make Quorum)

***76-13 Consent Calendar**

Grant Submission: re FY2013 Centers for Disease Control (CDC) for Public Health Program.

**Report
of
Committee
on
CEA & Environment**

Submitted: June 2, 2014

Adopted: _____

Fleeta C Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***76-13 Consent Calendar**

WHEREAS, Centers of Disease Control- Federal Agency is authorized to extend assistance to municipalities in the form of grants; and

WHEREAS, this project has been made possible through Public Health Associate Program of CDC; and

WHEREAS, this project will place a qualified graduate interested in pursuing the field of public health in local selected communities; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application on behalf of the City's Health Department to the Centers of Disease Control for site selection of placement of a Public Health Associate; Now, therefore be it

RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the Centers of Disease Control Agency.

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with Centers of Disease Control Agency under the Public Health Associate Program and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Report of Committee on ECD and Environment
*76-13 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

Lydia N. Martinez Co-Chair

Jack O. Banta

Jack O. Banta Co-Chair

Mary A. McBride-Lee

Mary A. McBride-Lee

Richard DeJesus

Richard DeJesus

Michelle A. Lyons

Michelle A. Lyons

Michael J. Marcella

Michael J. Marcella

Eneida Martinez-Walker

Eneida Martinez-Walker

Thomas C. McCarthy

Thomas C. McCarthy, President
(Sat in to make Quorum)

***77-13 Consent Calendar**

2014 Neighborhood Assistance Act.

**Report
of
Committee
on
ECB & Environment**

Submitted: June 2, 2014

Adopted: _____

Attest: _____

Fleeta E Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***77-13 Consent Calendar**

RESOLVED, That the Mayor, Bill Finch, is empowered to enter into and amend contractual instruments in the name and on behalf of this Contractor with the State Department of Revenue Services for the 2014 Neighborhood Assistance Act Program and to affix the corporate seal.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

Lydia N. Martinez Co-Chair

Jack O. Banta Co-Chair

Mary A. McBride-Lee

Richard DeJesus

Michelle A. Lyons

Michael J. Marella

Eneida Martinez-Walker

Thomas C. McCarthy, President
(Sat in to make Quorum)

CITY OF BRIDGEPORT
2014 CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT

<u>ORGANIZATION</u>	<u>PROGRAM</u>	
<u>AMOUNT</u>		
Big Brothers Big Sisters of SW Ct, Inc.	Mentoring in Bridgeport Community	\$150,000
Bridgeport Public Education Fund, Inc.	Bridgeport Public Education Education Fund Enrichment Program	\$150,000
Bridgeport Public Schools	Bridgeport School Improvement Program	\$105,000
Burroughs Community Center	VITA/Language Center/ Community Garden & Facility Revitalization	\$35,000
Burroughs Community Center	Energy Efficiency Improvements	\$90,000
Central Ct Coast YMCA	Income-Based Membership Program	\$50,000
	YMCA PALS Daycare Centers	\$50,000
	South End Community Center	\$50,000
Junior Achievement of Western Ct, Inc.	Financial literacy programs for Bpt. School students	\$50,000
Marrakech, Inc.	1053-1054 East Main Street Boiler Replacement	\$15,000
Mercy Learning Center	Literacy and Life Skills Program	\$150,000
Wakeman Memorial Association, Inc.	Greater Futures for Bridgeport Children at the Smilow-Burroughs Clubhouse	\$75,000
Bridgeport Area Youth Ministry, Inc	Computer Genensis	\$55,000
International Institute of CT, Inc	Refugee Employment Services	\$55,000
Habitat for Humanity of Coastal Fairfield County	Bridgeport Neighborhood Build #3	\$150,000
Witness Project of CT, Inc	Educate & Empower	\$25,000
First Baptist Church Development Corp	Hydroponic Facility Energy Conservation	\$150,000
Bridgeport Neighborhood Trust	Energy Efficiency Initiative	\$150,000
Southwestern Area Health Education Center, Inc	Special Smiles in Bridgeport	\$10,000
Greater Bridgeport Community Enterprises Inc	Green Business Hub Training Divisions	\$150,000

Connecticut's Beardsley Zoo/ Connecticut Zoological Society	Tiger Exhibit Roof Repl	\$105,000
Visiting Nurse Services of Connecticut Inc	Disaster Recivery	\$100,000

***78-13 (PHO) Consent Calendar**

Public Hearing Ordered for June 16, 2014: re
Disposition of City Owned Property located at 63
Waldorf Avenue to Habitat for Humanity.

**Report
of
Committee
on
ECB & Environment**

Submitted: June 2, 2014

Adopted: _____

Attest: *Fleeta C Hudson*

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***78-13 (PHO) Consent Calendar**

BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, June 16, 2014 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Disposition of City-Owned Property Located at 63 Waldorf Avenue to Habitat for Humanity.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

Lydia N. Martinez Co-Chair

Jack O. Banta
Jack O. Banta Co-Chair

Mary A. McBride-Lee
Mary A. McBride-Lee

Richard DeJesus
Richard DeJesus

Michelle A. Lyons
Michelle A. Lyons

Michael J. Marella
Michael J. Marella

Eneida Martinez-Walker
Eneida Martinez-Walker

Thomas C. McCarthy, President
(Sat in to make Quorum)

***82-13 Consent Calendar**

Grant Submission: re State Department Mental Health
& Addiction Service for Tobacco Retailer Education
and Inspection Program.

**Report
of
Committee
on
ECB & Environment**

Submitted: June 2, 2014

Adopted: _____

Fleeta G Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***82-13 Consent Calendar**

WHEREAS, Connecticut Department of Mental Health & Addiction Services is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through Tobacco Prevention and Enforcement Program; and

WHEREAS, funds under this grant will be used for personnel salary of the personnel conducting inspection and related educational campaign materials; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the Connecticut Department of Mental Health & Addiction Services for funds to cover the costs that will be incurred in this program; Now, therefore be it

RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the Connecticut Department of Mental Health & Addiction Services.

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with Connecticut Department of Mental Health & Addiction Services under Tobacco Prevention and Enforcement Program and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Report of Committee on ECD and Environment
*82-13 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

Lydia N. Martinez Co-Chair

Jack O. Banta
Jack O. Banta Co-Chair

Mary A. McBride-Lee
Mary A. McBride-Lee

Richard DeJesus
Richard DeJesus

Michelle A. Lyons
Michelle A. Lyons

Michael J. Marella
Michael J. Marella

Eneida Martinez-Walker
Eneida Martinez-Walker

Thomas C. McCarthy
Thomas C. McCarthy, President
(Sat in to make Quorum)

***87-13 Consent Calendar**

Settlement of Pending Litigation with Marian Evans.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: June 2, 2014

Adopted: _____

Fleeta C Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***87-13 Consent Calendar**

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>NATURE of CLAIM</u>	<u>SETTLEMENT</u>
Marian Evans	Nina T. Pirrotti, Esq. Garrison, Levin-Epstein Chimes, Richardson & Fitzgerald, P.C. 405 Orange Street New Haven, CT 06511	Emotional Distress	\$75,000.00

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



Report of Committee on Miscellaneous Matters
*87-13 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chair

Patricia Swain, Co-Chair

Denese Taylor-Moye

Susan T. Brannelly

Milta I. Feliciano

Robert E. Halstead

Jack O. Banta

***88-13 Consent Calendar**

Appointment of Maura Crossin (D) to the Port Authority Commission.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: June 2, 2014

Adopted: _____

Fleeta E. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***88-13 Consent Calendar**

RESOLVED, That the following named individual be, and hereby is, Appointed to the Port Authority Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Maura Crossin (D)
331 Lake Avenue
Bridgeport, CT 06605

November 30, 2016

*This will replace the seat held by John Swatkowski.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chair

Patricia Swain, Co-Chair

Denise Taylor-Moye

Susan T. Brannelly

Milta I. Feliciano

Robert E. Halstead

Jack O. Banta

Council Date: June 2, 2014

***86-13 Consent Calendar**

Grant Submission: re State Department of Education
for 2014 Early Childhood Bond Funds.

**Report
of
Committee
on
Education & Social Services**

Submitted: June 2, 2014

Adopted: _____

Attest: _____

Fleeta C. Hudson
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***86-13 Consent Calendar**

WHEREAS, CT State Department of Education is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through 2014 Early Childhood Bond Funds; and

WHEREAS, funds under this grant will be used for minor capital improvements and wirings; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department/Bridgeport Board of Education, receive a contract award from the CT State Department of Education for funds to increase school safety through minor capital improvements and technology advancement; Now, therefore be it

RESOLVED BY THE City Council:

1. That it is cognizant of the City's contract from the CT State Department of Education.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute said contract with CT State Department of Education under 2014 Early Childhood Bond Funds and to provide such additional information and to execute such other contracts and documents as may be necessary under this program.



Report of Committee on ECD and Environment
*86-13 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
EDUCATION AND SOCIAL SERVICES

Denese Taylor-Moye, Co-Chair

Mary A. McBride-Lee, Co-Chair

James Holloway

Rick Torres

Robert E. Halstead

Michael J. Marella, Jr

Milfa I. Feliciano

Thomas C. McCarthy, President
(Sat in to make Quorum)