

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, OCTOBER 20, 2014

7:00 p.m.

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

ADDED:

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *147-13** Contracts Committee Report re: Professional Services Agreement with Environmental Land Solutions, LLC for Inland Wetlands Consultant Services.
- *174-13** Contracts Committee Report re: Professional Services Agreement with Collaborative Planning Studio for Upper East Side NRZ Visioning Consultant Services.
- *175-13** Contracts Committee Report re: Professional Services Agreement with Mandate Media, Inc. for Web-Based and Digital Marketing Services.
- *176-13** Contracts Committee Report re: Professional Services Agreement with Gum Spirits Productions for Radio and Cable-Based Marketing Services.

MATTERS TO BE ACTED UPON:

- 173-13** Contracts Committee Report re: Agreement with the City Attorney's Union Local 1303-272, Council #4, AFSCME, AFL-CIO regarding their Bargaining Unit Contract.

AGENDA

CITY COUNCIL MEETING

MONDAY, OCTOBER 20, 2014

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

- 154-13** Public Hearing re: Resolution Approving Amendment #4 to the West End Municipal Development Plan to designate for Acquisition and Disposition of certain Properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Project.
- 155-13** Public Hearing re: Resolution Authorizing the Acquisition and subsequent Disposition of four Properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Redevelopment Project.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: September 2, 2014

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 177-13** Communication from Board of Education re: Grant Submission: FY 2014-2015 School Readiness Contract for Early Childhood Lab School at Housatonic Community College, referred to Education and Social Services Committee.
- 178-13** Communication from Central Grants re: Grant Submission: State of Connecticut Office of Policy and Management (OPM) Transit-Oriented Development (TOD) Planning Grant Program, referred to Public Safety and Transportation Committee.

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

- 179-13** Resolution presented by Council Member(s) Banta and Taylor-Moye re: Request that Gregory Street be given the Honorary Designation of Walter's Memorial AME Zion Church Boulevard with proper signage to be placed in designated areas, referred to Public Safety and Transportation Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *122-13** Public Safety and Transportation Committee Report re: Request that the Honorary Designation of W.L. Phillips Boulevard be added above the street signage on the two corners where Trumbull Avenue Intersects with Chopsey Hill Road and Reservoir Avenue.
- *162-13** Budget & Appropriations Committee Report re: Approval of General Obligation Bonds – To Refund Certain General Obligation Bonds.

UNFINISHED BUSINESS:

- 157-13** Economic and Community Development and Environment Committee Report re: Grant Application with the State of Connecticut Department of Environmental Protection (DEEP) for Electric Vehicle Supply Equipment (EVSE) Projects.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 20, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Grand List or net taxable Grand List?
Rob Traber, BEA President 3543 Main Street Bridgeport, CT 06606	Parking at the new Roosevelt School.

**CITY OF BRIDGEPORT
CITY COUNCIL
NOTICE OF PUBLIC HEARINGS**

Public Hearings will be held before the City Council of Bridgeport at a regular meeting to be held on Monday evening, October 20, 2014 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to:

Item #154-13

1. Resolution approving amendment #4 to the West End Municipal Development Plan to designate for Acquisition and Disposition of certain properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Project.

Item #155-13

2. Resolution Authorizing the Acquisition and subsequent Disposition of four properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Redevelopment Project.

Attest:

Fleeta C. Hudson
City Clerk

=====

AD ENDS ABOVE LINE

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Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Ec: City Council Members
Mayor Bill Finch
A. Nunn, CAO
A. Wood, Chief of Staff
M. Anastasi, City Attorney
D. Kooris, Director, OPED
B. Coleman, Director, Neighborhood Development

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, OCTOBER 20, 2014
6:30 PM**

CALL TO ORDER

Council Member Taylor-Moye called the Public Speaking Session to order at 6:33 p.m.

ROLL CALL

City Clerk Hudson called the roll.

The following members were present:

130th District: Susan Brannelly, Rick Torres
131st District: Denese Taylor-Moye, Jack O. Banta
132nd District: Patricia Swain
133rd District:
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District:
136th District: Richard DeJesus, Alfredo Castillo
137th District: Lydia Martinez, Milta Feliciano
138th District: Richard Paoletto
139th District: Eneida Martinez-Walker, James Holloway

**RECEIVED
CITY CLERK'S OFFICE
2014 OCT 28 P 4:43**

**ATTEST
CITY CLERK**

A quorum was present.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 20, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Grand List or net Grand List?

Mr. Lee came forward and read the following statement in to the record.

City Council President and elected representatives of the people of Bridgeport
(October 20, 2014)

Let's consider the economics of Bridgeport and the trends that you create every time you vote on a matter of financial substance. You vote as a Council on a number of issues of financial substance at these meetings.

City of Bridgeport
City Council
Regular Meeting
October 20, 2014

For instance recently you voted to reduce the flow of tax revenues to the City for forty years into the future in the case of Laurelwood on Norman Street. You removed property from the Net Taxable Grand List. (That is the important "Grand List" when it comes to taxes.). The new owner will pay a lower, albeit increasing, schedule for 40 years. As that takes effect \$ 4.6 - \$8 Million of appraisal is removed from the assessment list. What is the Net Taxable Grand List value after that reduction? Have you ever seen such a list? Would it help you see these trends that you are creating?

Speaking of lists, where is the list of properties removed by City Council vote over the past 10-20 years? Since all properties are revalued from time to time, the appraisals for all properties are available and the assessments at 70% of appraisal value are also known. What would be the difference between the revenues that will be paid to the City and those that would otherwise be required to be paid according to the annual mill rate? Have you seen such a calculation? What did you give away? At election time next year can you explain to taxpayers just how "economic development" has been served by most of the abatements and initiatives you have passed?

If you have not seen financial reports such as I mention, perhaps you understand how taxpaying homeowners and businesses feel at this moment. The City, after unsuccessfully trying to escape a State mandated five year appraisal, ordered the revaluation and it was completed in 2013. Taxpayers funded close to \$300,000 for this wasted effort. We heard through the grapevine that City leaders who did get to review this data were so distressed by "the reality of the numbers", that is the decrease in property values especially in certain voting neighborhoods, that they allowed the information to 'disappear'. Even former City Council President and Mayor, John Fabrizi with a Freedom of Information request on his own home could obtain no such info from the City. John Fabrizi is a small taxpayer as I am also, though when I have to write the check twice a year, it does not feel small to me, especially when I feel that City leadership is not being fair and square with us.

Have you ever thought about Bridgeport's largest current taxpayer, Wheelabrator, the private operator of the "trash to energy" facility on Howard Avenue? That firm takes in waste materials from communities in the area, burns the refuse, and produces electricity that is sold. They also produce heat that can be of value to "green" economic development but that is a story for another day (and perhaps indicates better treatment of a major taxpayer by the City?)

Wheelabrator has been fighting City assessed values, and non-revaluation City increases in multiple court cases for many years now. And the City has been defending its position as appeals are filed. While the City pushes a real and personal property value of \$473 Million, their own expert as of two years ago can at best substantiate only \$357.5 Million. Why does the City continue to fight the matter in court? It is an expensive fight, but is this legal expense or any part of this story shared with your Budget and Appropriations Committee? Why not? Is it that you fail to ask? Let me remind you, when you fail to ask, you fail in your watchdog role. How is the taxpayer being served? Is it time for your body to let the Mayor know that cooperation with Wheelabrator on developing new green

activities has value to the City? Is it time to call off the lawyers and their hidden expense to the City, especially since the City's own experts cannot substantiate the actual City assessments?

Or do we just find ourselves thinking in the words of Art Carney to Jacky Gleason on too many occasions: "What a revolting development this is"? Time will tell.

Rob Traber, BEA President
3543 Main Street
Bridgeport, CT 06606

Parking at Roosevelt School

Mr. Traber came forward and greeted the Council Members. He said that he was speaking as a member of the Bpt. Education and wished to address the issues of parking spaces at the new Roosevelt School. There will be 33 spaces on site and the remainders of the parking spaces are under the Thruway. However when the Roosevelt School plans were designed, a soccer field was added. He said that he was a founding member of the Soccer League and felt that this would be unsafe because the field will be unsafe simply because it will be surrounded by a four foot fence

Council Member Taylor-Moye then called the next person who signed up to speak forward.

Ms. Barney, the mother of six children and an employee of the BOE came forward to speak about her concerns about the parking. She said that presently there were 62 spaces.

Council Member Halstead joined the meeting at 6:44 p.m.

Ms. Barney said that the 33 spaces that will be there at the new school, three will be for administration and 3 handicapped spaces. She pointed out that the alternative parking requires the teachers to cross two streets in a dark area.

Rev. Mary McBride-Lee joined the meeting at 6:45 p.m.

Mr. Jorge Garcia, Bridgeport City employee, came forward said that there had been concerns about the security of the off-site parking. He then listed a number of actions that would be taken, including having a police officer and cruiser there from 7 a.m. and 7 p.m. He said that the department would continue to work on improvement

The next speaker, **Ms. Crystal Mack**, came forward and said that she was speaking about the proposal to take away the four houses that border the school for parking. She mentioned that eminent domain only covers highways and schools, but not parking lots.

She then spoke about a number of schools that have rats that are carrying disease in the schools. These schools should be closed until the rats are removed.

Ms. Mack said that it would be important to take care of Bridgeport Children first and they need to learn good hygiene and practices.

Ms. Mack said that there had been a number of retired civil service employees on disability who had been terminated by the City. She wanted to know why minorities and civil service workers were being treated so poorly.

Ms. Mack then spoke for Ms. Gloria Burns, who was present, and said that Ms. Burns was a City employee that had been disabled for the last 15 years. The City has not paid into her pension and she recently received a very large bill. Shortly afterwards Ms. Burns found out that the City was terminating her even though she was on worker's compensation. This is just another example of the discrimination by the City against the minorities. There are 20 other retired employees who are also going through the same situation. Ms. Mack said that it is wrong to treat retired employees this way.

Mr. Clyde Nicholson then came forward to speak about a situation on Seaview Avenue. He said that the Rowayton Chemical Company was looking for a new site in the area following the large fire in their facility. He said that no one was talking about the chemical spills. Mr. Nicholson then spoke about the Police Department issues and the replacement of parking spaces with a soccer field at Roosevelt School.

ADJOURNMENT

Council Member Taylor-Moye closed the public speaking portion of the meeting at 7:03 p.m.

Respectfully submitted,

Sharon L. Soltes
Telesco Secretarial Services

**CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, OCTOBER 20, 2014
7:00 PM**

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

CALL TO ORDER

Mayor Finch called the City Council Meeting to order at 7:05 p.m.

PRAYER

Council Member Feliciano led those present in a short prayer.

PLEDGE OF ALLEGIANCE

Mayor Finch then requested Council Member DeJesus to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

City Clerk Hudson called the roll.

The following members were present:

130th District: Susan Brannelly, Rick Torres
131st District: Jack Banta, Denise Taylor-Moye
132nd District: Patricia Swain, Robert Halstead
133rd District:
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Mary McBride-Lee, Richard Salter
136th District: Richard DeJesus, Alfredo Castillo
137th District: Lydia Martinez, Milta Feliciano
138th District: Michael Marella, Richard Paoletto
139th District: Eneida Martinez-Walker, James Holloway

A quorum was present.

PUBLIC HEARINGS

154-13 Public Hearing re: Resolution Approving Amendment #4 to the West End Municipal Development Plan to designate for Acquisition and Disposition of certain Properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Project.

Mayor Finch opened the public hearing on Agenda Item 154-13 at 7:07 p.m.

Mr. Ambercini came forward and said that the project was a very complicated project dealing with housing. The unions have the apprenticeship program. He said that the Fairfield county building trades were excited to work on this project and this would provide affordable housing. There were approximately 12 people from the unions present. Mr. Ambercini said that the trades would like to thank the Council and the Mayor for this.

Mayor Finch then asked if there was anyone else who wished to speak to the Council regarding this matter. Hearing none, he closed the hearing on Agenda Item 154-13 at 7:10 p.m.

155-13 Public Hearing re: Resolution Authorizing the Acquisition and subsequent Disposition of four Properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Redevelopment Project.

Mayor Finch opened the public hearing on Agenda Item 154-13 at 7:10 p.m.

Mr. Ambercini came forward to thank the Mayor and the Council for these projects. He said that there would be union signage at the project for citizens to become involved in the trades. There were approximately 10 people from the unions present.

Mayor Finch then asked if there was anyone else who wished to speak to the Council regarding this matter. Hearing none, he closed the hearing on Agenda Item 155-13 at 7:13 p.m.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: September 2, 2014.

**** COUNCIL MEMBER MARTINEZ-WALKER MOVED THE MINUTES OF SEPTEMBER 2, 2014.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF SEPTEMBER 2, 2014 AS SUBMITTED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

177-13 Communication from Board of Education re: Grant Submission: FY 2014-2015 School Readiness Contract for Early Childhood Lab School at Housatonic Community College, referred to Education and Social Services Committee.

178-13 Communication from Central Grants re: Grant Submission: State of Connecticut Office of Policy and Management (OPM) Transit-Oriented Development (TOD) Planning Grant Program, referred to Public Safety and Transportation Committee.

**** COUNCIL MEMBER PAOLETTO MOVED THE ABOVE LISTED ITEMS TO BE REFERRED TO COMMITTEES.**

**** COUNCIL MEMBER MARELLA SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

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

179-13 Resolution presented by Council Member(s) Banta and Taylor-Moye re: Request that Gregory Street be given the Honorary Designation of Walter's Memorial AME Zion Church Boulevard with proper signage to be placed in designated areas, referred to Public Safety and Transportation Committee.

**** COUNCIL MEMBER PAOLETTO MOVED TO REFER AGENDA ITEM 179-13 TO BOARDS, COMMISSIONS, ETC.**

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Council Member Vizzo-Paniccia requested that Agenda Item 122-13 be removed from the Consent Calendar. As there were only two items on consent, each item had individual votes taken.

***122-13 Public Safety and Transportation Committee Report re: Request that the Honorary Designation of W.L. Phillips Boulevard be added above the street signage on the two corners where Trumbull Avenue Intersects with Chopsey Hill Road and Reservoir Avenue.**

Council Member Vizzo-Paniccia announced that she would be voting against this item. She made the following statement, "I have no disrespect for the person named, I have been consistent since my first being elected that until a policy is put into place regarding the mass of street name requests, that I would be voting no."

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE AGENDA ITEM 122-13.**

**** COUNCIL MEMBER BRANNELLY SECONDED.**

**** THE MOTION PASSED WITH SEVENTEEN (17) IN FAVOR (BRANNELLY, TORRES, TAYLOR-MOYE, BANTA, HALSTEAD, SWAIN, LYONS, MCBRIDE-LEE, SALTER, DEJESUS, CASTILLO, MARTINEZ, FELICIANO, MARELLA, PAOLETTO, MARTINEZ-WALKER, AND HOLLOWAY) AND ONE (1) OPPOSED (VIZZO-PANICCIA).**

***162-13 Budget & Appropriations Committee Report re: Approval of General Obligation Bonds – To Refund Certain General Obligation Bonds.**

- ** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE AGENDA ITEM 162-13.**
- ** COUNCIL MEMBER SWAIN SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

UNFINISHED BUSINESS:

157-13 Economic and Community Development and Environment Committee Report re: Grant Application with the State of Connecticut Department of Environmental Protection (DEEP) for Electric Vehicle Supply Equipment (EVSE) Projects.

- ** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE AGENDA ITEM 157-13.**
- ** COUNCIL MEMBER MARELLA SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

Mayor Finch stated that the following four items were to be added to the Consent Calendar:

- 147-13 Contracts Committee Report re: Professional Services Agreement with Environmental Land Solutions, LLC for Inland Wetlands Consultant Services.**
- 174-13 Contracts Committee Report re: Professional Services Agreement with Collaborative Planning Studio for Upper East Side NRZ Visioning Consultant Services.**
- 175-13 Contracts Committee Report re: Professional Services Agreement with Mandate Media, Inc. for Web-based and Digital Marketing Services.**
- 176-13 Contracts Committee Report re: Professional Services Agreement with Gunn Spirits Productions for Radio and Cable-Based Marketing Services.**

Council Member Swain requested that Agenda Items 175-13 and 176-13 be removed from the Consent Calendar. The City Clerk then called the remaining items on the Consent Calendar.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE THE FOLLOWING CONSENT CALENDAR:**

- 147-13 CONTRACTS COMMITTEE REPORT RE: PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL LAND SOLUTIONS, LLC FOR INLAND WETLANDS CONSULTANT SERVICES.**
- 174-13 CONTRACTS COMMITTEE REPORT RE: PROFESSIONAL SERVICES AGREEMENT WITH COLLABORATIVE PLANNING STUDIO FOR UPPER EAST SIDE NRZ VISIONING CONSULTANT SERVICES.**

**** COUNCIL MEMBER BRANNELLY SECONDED.**

**** THE MOTION PASSED WITH SEVENTEEN (17) IN FAVOR (BRANNELLY, TORRES, TAYLOR-MOYE, BANTA, SWAIN, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, SALTER, DEJESUS, CASTILLO, MARTINEZ, FELICIANO, MARELLA, PAOLETTO, MARTINEZ-WALKER, AND HOLLOWAY) AND ONE (1) OPPOSED (HALSTEAD).**

The Council then considered the two removed items.

175-13 Contracts Committee Report re: Professional Services Agreement with Mandate Media, Inc. for Web-based and Digital Marketing Services.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE AGENDA ITEM 175-13.**

**** COUNCIL MEMBER BRANNELLY SECONDED.**

Council Member Torres said that this goes against the practice of using local companies. He added that the website was very liberal and that the City should be choosing a neutral, non-partisan group.

Council Member Swain said that she had other questions and would like to hear a presentation from the group. Council Member Swain asked how the proposal had gotten to this point already and wished to know where the funding was coming from. She asked who presented the item to the Contracts Committee and if there was a presentation of some sort. Council Member DeJesus, one of the co-chairs of the Contracts Committee, said that he was not able to be at the meeting.

Mr. Kooris, the OPED Director, then came forward with a staff member named Brett and said that RFP had gone through the normal process. Brett gave an overview of the process and said that there was also a sub contractor part that would be using local contractors. Mr. Kooris then said that the marketing budget was the funding source and Mr. Sherwood would have to speak to the financing.

Council Member Torres asked about the use of marketing budgets. Mr. Kooris said that his department has a marketing budget. Mr. Sherwood said that he would see the marketing as a general use fund that several department draws from via their line items. Council Member Torres had several questions about the details, which Mr. Sherwood answered.

Council Member Swain then asked if there would be one department overseeing the two companies. Mr. Kooris said that OPED would normally do this. Council Member Banta asked if it was normal for a City Council member or a member of the ECDCE Committee to be involved with the decisions. Mr. Kooris said that he would be happy to review the process with them.

A roll call vote was requested.

**** THE MOTION TO APPROVE AGENDA ITEM 175-13 PASSED WITH FIFTEEN (15) IN FAVOR (BRANNELLY, TAYLOR-MOYE, BANTA, SWAIN, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, DEJESUS, CASTILLO, MARTINEZ, FELICIANO,**

MARELLA, PAOLETTO, MARTINEZ-WALKER, AND HOLLOWAY) AND THREE (3) OPPOSED (TORRES, HALSTEAD AND SALTER).

176-13 Contracts Committee Report re: Professional Services Agreement with Gunn Spirits Productions for Radio and Cable-Based Marketing Services.

**** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE AGENDA ITEM 176-13.**

**** COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**

Council Member Torres said that this doesn't make sense since there are companies in Bridgeport that could do this. The RFP was released across the entire country.

A roll call was requested by Council Member Holloway.

Council Member Lyons said that she would like to know more about the bidding process that the Purchasing Department follows. She asked what would happen if there was not many responses. Mr. Kooris said that there were significant responses to the RFP. Then the decision was made by following the City's purchasing policy with the assignment of points for various things. Council Member Lyons said that she would like to suggest that an overview of the bidding process works be presented to the Council Members. Mr. Kooris said that would be fine.

Council Member Swain said that her frustration was that this was being brought forward tonight after the Contracts meeting last Wednesday. She said that she would like to have the Council know that the OPED was out there actively bidding.

Council Member Torres asked if the Purchasing policy required that the MBE be used. Mr. Kooris said that the contract was for services and the MBE does not apply to service bids. It applies to contract work.

**** THE MOTION TO APPROVE AGENDA ITEM 176-13 PASSED WITH FIFTEEN (15) IN FAVOR (BRANNELLY, TAYLOR-MOYE, BANTA, SWAIN, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, DEJESUS, CASTILLO, MARTINEZ, FELICIANO, MARELLA, PAOLETTO, MARTINEZ-WALKER, AND HOLLOWAY) AND THREE (3) OPPOSED (TORRES, HALSTEAD AND SALTER).**

MATTERS TO BE ACTED UPON:

173-13 Contracts Committee Report re: Agreement with the City Attorney's Union Local 1303-272, Council #4, AFSCME, AFL-CIO regarding their Bargaining Unit Contract.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE AGENDA ITEM 173-13.**

**** COUNCIL MEMBER MARTINEZ-WALKER SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council Member Paoletto reminded everyone to sign their reports.

Mayor Finch recognized Pastor Hawkins who was present in reference to Agenda Item 179-13.

ADJOURNMENT

**** COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN.**

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:40 p.m.

Respectfully submitted,

Sharon L. Soltes
Telesco Secretarial Services.

FRANCES M. RABINOWITZ
Superintendent of Schools

BOARD OF EDUCATION

MEMBERS OF THE BOARD cont.

MEMBERS OF THE BOARD

SAUDA EFIA BARAKA
Chairperson

JACQUELINE KELLEHER
Vice Chairperson

HERNAN ILLINGWORTH
Secretary

CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT 06604



KENNETH MOALES, JR.

JOHN BAGLEY

ANDRE BAKER

DAVID P. HENNESSEY

JOE LARCHEVEQUE

HOWARD GARDNER

COMM. #177-13 Referred to Education & Social Services Committee
on 10/20/2014

October 2nd, 2014

To: Fleeta Hudson

From: Lee Helmerich

Re: Resolution: 2014-2015 School Readiness contract for Early Childhood Lab School at Housatonic Community College

RECEIVED
CITY CLERK'S OFFICE
2014 OCT 15 P 3:31
ATTEST
CITY CLERK

The School Readiness Council seeks authorization for Mayor Finch to sign all related documents, contracts and resolutions for a contract to provide twenty preschool full day, full year spaces for three and four year old Bridgeport children. At the Early Childhood Lab School at Housatonic Community College.

Please feel free to call me at 203-275-1265 with any questions. Thank you.

WHEREAS, this funding has been made possible through the State of Connecticut School Readiness Grant, Office of Early Childhood.

WHEREAS, funds under this grant will provide twenty full day/full year preschool spaces for children ages three and four years old who reside in Bridgeport at the Early Childhood Lab School at Housatonic Community College.

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, School Readiness Council, to provide twenty preschool spaces at the Early Childhood Lab School at Housatonic Community College

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's contract to the Housatonic Community College.

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such contract with Housatonic Community College and to provide such additional information and to execute such other contracts and documents as may be necessary under this program.

RECEIVED
CITY CLERK'S OFFICE
2014 OCT - 8 P 2: 28
ATTEST
CITY CLERK _____



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. #178-13 Ref'd to Public Safety & Transportation
Committee on 10/20/2014.

October 14, 2014

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

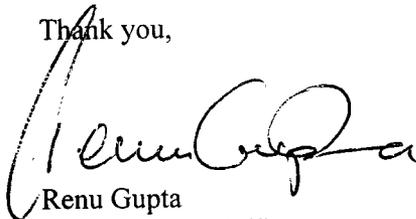
Re: Resolution – State of Connecticut Office of Policy and Management (OPM) Transit-Oriented Development (TOD) Planning Grant Program

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Office of Policy and Management (OPM) Transit-Oriented Development (TOD) Planning 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 Office of Policy and Management (OPM) Transit-Oriented Development (TOD) Planning Grant Program**

If you have any questions or require any additional information please contact me at 203-332-7732 or renu.gupta@bridgeportct.gov.

Thank you,



Renu Gupta
Central Grants Office

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 OCT 15 P 2:51



GRANT SUMMARY

PROJECT TITLE: **State of Connecticut Office of Policy and Management (OPM)
Transit-Oriented Development (TOD) Planning Grant Program**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Renu Gupta**

PHONE NUMBER: **203-576-7732**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport **Office of Planning and Economic Development** is seeking funding from the **State of Connecticut Office of Policy and Management (OPM) Transit-Oriented Development (TOD) Planning Grant Program**. The program provides funds to complete a transit-oriented development planning project.

CONTRACT PERIOD: Not Yet Available

IF APPLICABLE

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

Federal:

State: \$200,000 (estimated)

City:

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

A Resolution by the Bridgeport City Council

Regarding the

State of Connecticut Office of Policy and Management (OPM) Transit-Oriented Development

(TOD) Planning Grant Program

(DRAFT)

WHEREAS, the State of Connecticut Office of Policy and Management (OPM) is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Transit-Oriented Development (TOD) Planning Grant Program; and

WHEREAS, funds under this grant are provided to plan for transit-oriented development projects; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Office of Planning and Economic Development, submits an application to the State of Connecticut Office of Policy and Management (OPM) Transit-Oriented Development (TOD) Planning Grant Program for the purpose of completing a transit-oriented development planning project.

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 Office of Policy and Management (OPM) for the purpose of the Transit-Oriented Development (TOD) Planning 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 Office of Policy and Management (OPM) for the Transit-Oriented Development (TOD) Planning 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.

RESOLUTION

By Councilmember(s): Jack O. Banta
Denese Taylor-Moye

District: 131st

Introduced at a meeting
of the City Council, held:



October 20, 2014

Referred to:

Public Safety and Transportation Committee

Attest: _____

City Clerk

KLETTA ALI
JESITA

24 01 V 51 130 4102

RECEIVED
CITY CLERK'S OFFICE

Whereas, Walter's Memorial AME Zion Church was founded on Gregory Street in the early 1800s by freed slaves who had traveled northward; and

Whereas, the church is one of few remaining reminders today of an earlier African- American community in Bridgeport known as Little Liberia; and

Whereas, the church also remains the oldest African- American congregation in Bridgeport and one of the oldest in all of New England; and

Whereas, the church provided refuge and safe haven for runaway slaves along the Underground Railroad and helped numerous slaves escape northward; and

Whereas, the church is commemorated on Connecticut's Freedom Trail as a site that was part of slaves' centuries long journey from slavery to freedom; and

Whereas, there are no markers on Gregory Street to designate and celebrate the historic role of the church in the struggle for freedom and human dignity; and

NOW THEREFORE, BE IT RESOLVED that Gregory Street be given the honorary designation of Walter's Memorial AME Zion Church Boulevard with proper signage being placed above the street sign at the intersection of Gregory Street with Lafayette Street.

(ATTACHMENT)

Referrals Made:

Boyer, Mike

From: Banta, Jack
Sent: Wednesday, October 15, 2014 10:36 AM
To: Boyer, Mike
Subject: Re: Resolution for Oct 20th

Yes mike please add the resolution

Sent from my BlackBerry 10 smartphone on the Verizon Wireless 4G LTE network.

From: Boyer, Mike
Sent: Wednesday, October 15, 2014 9:05 AM
To: Banta, Jack
Subject: Resolution for Oct 20th

Jack,
That draft resolution for Walter's AME Church, is it OK and do you want it on the agenda for the 20th?

Mike

RECEIVED
CITY CLERK'S OFFICE
2014 OCT 15 A 10:44
ATTEST
CITY CLERK



RECEIVED
CITY CLERK'S OFFICE
2014 OCT 15 A 10:44
ATTEST
CITY CLERK



RECEIVED
CITY CLERK'S OFFICE
2014 OCT 15 A 10:44
ATTEST
CITY CLERK

***122-13 Consent Calendar**

Request that the Honorary Designation of W.L. Phillips Boulevard be added above the Street Signage on the two corners where Trumbull Avenue intersects with Chopsey Hill Road and Reservoir Avenue.

**Report
of
Committee
on**



Public Safety and Transportation

Submitted: October 20, 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 **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

***122-13 Consent Calendar**

WHEREAS, Willie Luke Phillips (W.L.) served as Alderman for the 135th District for six years and was involved in numerous community and social activities, including an organizer of the Beardsley Terrace Day; and

WHEREAS, he founded the W.L. Phillips Little League team and had a dream for all the boys and girls in the Beardsley Terrace area where he put in countless hours with friends cleaning the property below Cross School so the dream could become a reality and the W.L. Phillips Little League baseball field is named in his honor; and

WHEREAS, as a community role model he received numerous awards; among them the Connecticut Secretary of State's Public Service Award, the Bridgeport Housing Authority's Community Service Award, the Mayor's Beardsley Terrace Day Award, W.L. also received an award from the Al-Aziz Islamic Center recognizing him for being such a positive example in the community; Now, Therefore, Be It

RESOLVED, to recognize the self-sacrificing work of W.L. Phillips and his devotion to his community that the stretch of Trumbull Avenue that runs from Chopsey Hill Road to Reservoir Avenue be given the honorary designation of **W.L. Phillips Boulevard** by adding his name above the street signage on the two corners where Trumbull Avenue intersects with Chopsey Hill Road and Reservoir Avenue (attachments).



Report of Committee on Public Safety and Transportation
*122-13 Consent Calendar

-2-

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

Michelle A. Lyons
Michelle A. Lyons, Co-Chair

Milta I. Feliciano
Milta I. Feliciano, Co-Chair

Jack O. Banta
Jack O. Banta

Richard D. Salter, Sr.
Richard D. Salter, Sr.

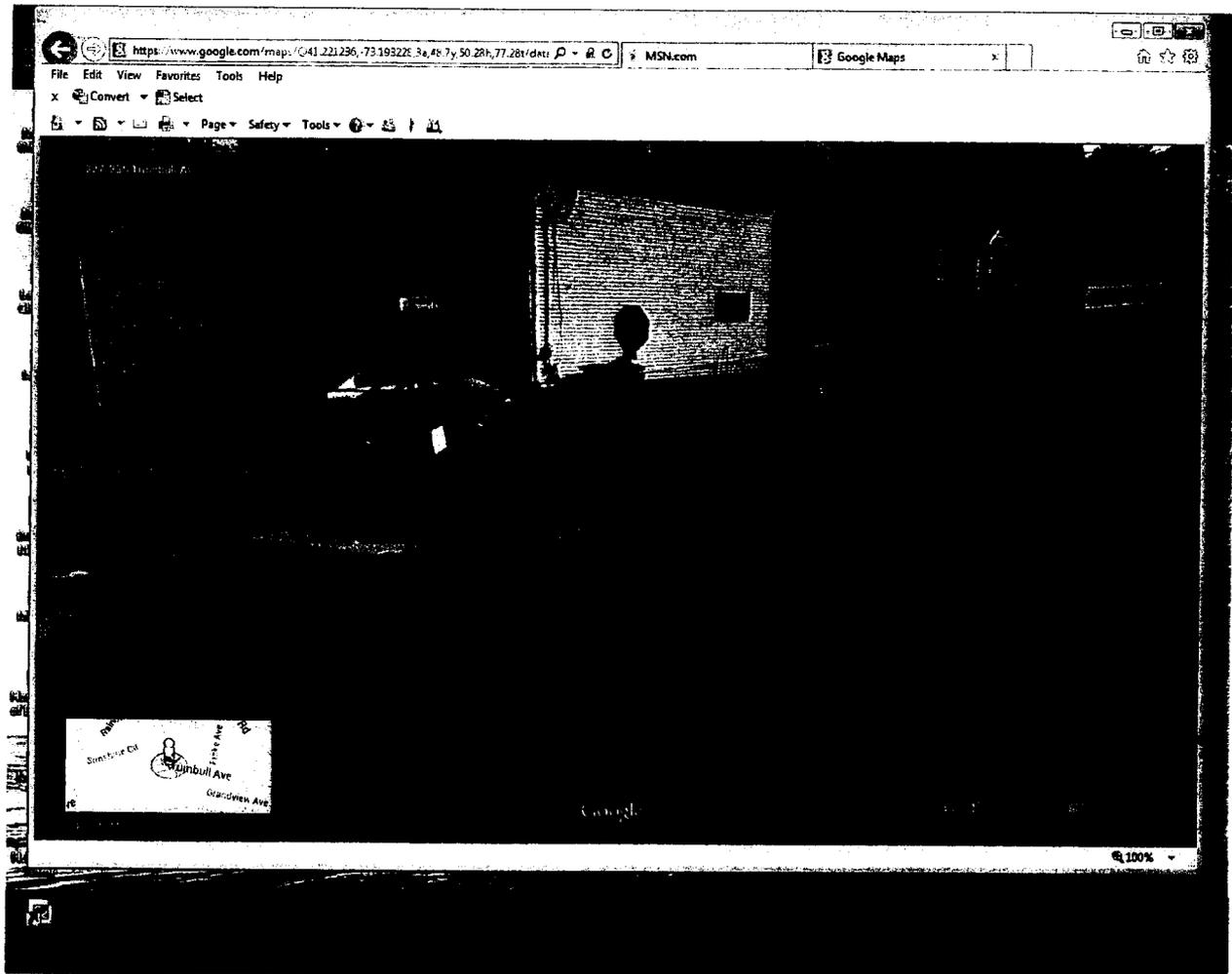
Alfredo Castillo
Alfredo Castillo

Encida L. Martinez-Walker
Encida L. Martinez-Walker

Richard M. Paoletto, Jr.
Richard M. Paoletto, Jr.

City Council Date: October 20, 2014

TRUMBULL AVENUE AND RESERVOIR AVENUE



***162-13 Consent Calendar**

Approval of General Obligation Bonds - To Refund
Certain General Obligation Bonds.

**Report
of
Committee
on**



Budget & Appropriations

Submitted: October 20, 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 **Budget and Appropriations** begs leave to report; and recommends for adoption the following resolution:

***162-13 Consent Calendar**

APPROVAL OF GENERAL OBLIGATION BONDS - To Refund Certain General Obligation Bonds

BE IT RESOLVED, that having received the recommendation of the Mayor of the City of Bridgeport (the "City") with respect to the action authorized herein, the City Council of the City of Bridgeport hereby approves the issuance of general obligation bonds secured by the City's full faith and credit (the "Refunding Bonds"), in an amount up to \$90,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) refunding such portions of the outstanding maturities (including the payment of principal, accrued interest and any call premium) of the City's \$59,210,000 General Obligation Bonds, 2006 Series B (Tax-Exempt), the City's \$48,380,000 General Obligation Bonds, 2007 Series A (Tax-Exempt), and such other outstanding general obligation bonds of the City (collectively, the "Prior Bonds") as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") to be in the best interest of the City to refund; and (ii) financing such additional costs and expenses, in an amount not to exceed ten percent (10%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, escrow fees, verification fees, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and

BE IT FURTHER RESOLVED, that the City Council, if the Officials deem it necessary, desirable or appropriate, appropriates and pledges for each year that the Refunding Bonds are outstanding, for the payment of the Refunding Bonds, all grant payments received by the City securing any and all of the Prior Bonds, and the City Council hereby authorizes the Officials to determine the terms and conditions of such pledge of security for the Refunding Bonds and whether or not, in fact, the City should grant such security, and the Officials are further authorized to take all such actions and execute all such documents to implement such security, all in such manner as such Officials shall determine to be in the best interest of the City; and



Report of Committee on Budget and Appropriations
*162-13 Consent Calendar

-2-

BE IT FURTHER RESOLVED, that the City Council authorizes and approves that the Refunding Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut General Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Refunding Bonds or which are contemplated by law; and

BE IT FURTHER RESOLVED, that the Officials, if they determine it to be advisable, necessary or appropriate, hereby are authorized, on behalf of the City, to enter into an indenture of trust and/or a supplemental indenture of trust (collectively, the "Indenture") with a bank or trust company located within or without the State of Connecticut (the "Trustee"), and to covenant (i) if the Refunding Bonds are issued pursuant to such Indenture that all or a portion of the City's property taxes shall be paid to the Trustee and be held in trust for the benefit of the holders of the Refunding Bonds as provided in Chapter 117 and other Chapters of the Connecticut General Statutes, and (ii) the terms on which any payments or reserves securing the payment of the Refunding Bonds will be paid, and the terms of any reserve or other fund for the benefit of the bondholders; and, in any event, to amend or supplement the Indenture containing such terms and conditions as the Officials shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Refunding Bonds on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Refunding Bonds; and



Report of Committee on Budget and Appropriations
*162-13 Consent Calendar

-3-

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Refunding Bonds, including the terms of any reserve that might be established as authorized herein and whether any of the Refunding Bonds issued will be issued as taxable bonds, all in such a manner as such Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by such Officials in order to issue, sell and deliver the Refunding Bonds; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials to call irrevocably for redemption such of the callable maturities of the Prior Bonds, as they shall determine to refund from the proceeds of the Refunding Bonds and other moneys as they may determine to make available for this purpose, and to defease such Prior Bonds by executing and delivering an escrow agreement in such form and upon such terms as they shall approve, such approval to be conclusively evidenced by their execution thereof. The Officials are hereby authorized, on behalf of the City, to make representations or agreements for the benefit of the holders of the Refunding Bonds which are necessary or appropriate to ensure the exemption of interest on the Refunding Bonds from taxation under the Internal Revenue Code of 1986, as amended; their respective approvals to be conclusively evidenced by their signatures on any such agreements or representations relating thereto; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials in connection with the issuance of the Refunding Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the restructuring of the City's debt, of which the Refunding Bonds are a component, and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and

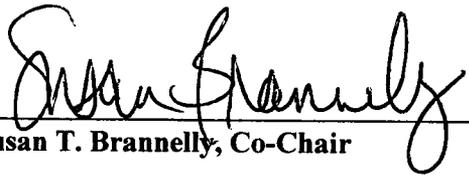
BE IT FURTHER RESOLVED, that the Refunding Bonds shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Refunding Bonds may be by facsimiles of such signatures printed on the Refunding Bonds, and each of such Officials is authorized to execute and deliver, on behalf of the City, all agreements, instruments and documents including, but not limited to a bond purchase agreement with the underwriter and an engagement letter with a financial advisor, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions.

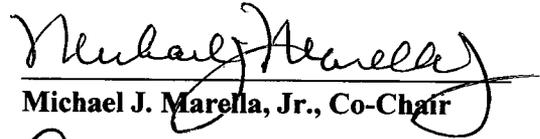


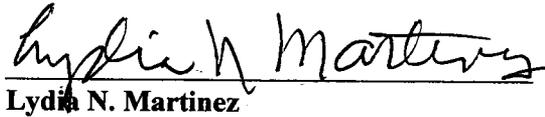
Report of Committee on Budget and Appropriations
*162-13 Consent Calendar

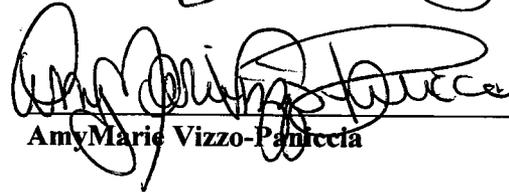
-4-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON BUDGET
AND APPROPRIATIONS


Susan T. Brannelly, Co-Chair

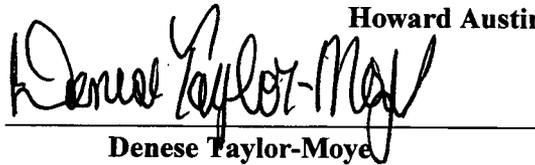

Michael J. Marella, Jr., Co-Chair


Lydia N. Martinez


Amy Marie Vizzo-Panuccio


Patricia Swain

Howard Austin, Sr.


Denese Taylor-Moye

City Council Date: October 20, 2014

***157-13 Consent Calendar**

Grant Application with State of Connecticut
Department of Environmental Protection (DEEP) for
Electric Vehicle Supply Equipment (EVSE) Projects.

**Report
of
Committee
on
CEA & Environment**



Submitted: October 6, 2014

Tabled on October 6, 2014

Resubmitted: October 20, 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:

157-13 Consent Calendar

RESOLVED, That the attached Grant Application with the State of Connecticut Department of Energy and Environmental Protection (DEEP) for Electric Vehicle Supply Equipment (EVSE) Projects, for the purchase and installation of a publicly dual charging head electric vehicle charging station at The Ballpark at Harbor Yard, 500 Main Street, Bridgeport, CT be and it hereby is, in all respects, approved, ratified and confirmed.

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



Proposal Form for Electric Vehicle Supply Equipment (EVSE) Projects

Instructions

Complete all sections of this form. All proposals must be received by 5:00 p.m. on Wednesday, August 27, 2014 to be considered. Proposals should be submitted to the Connecticut Department of Energy and Environmental Protection (DEEP) via e-mail at EVConnecticut@ct.gov. Questions may be directed by e-mail to EVConnecticut@ct.gov.

Program Description

This opportunity offers assistance to help promote electric vehicle (EV) use by expanding the geographical diversity of publicly-accessible EVSE in Connecticut. The stations will bear the "EVConnecticut" logo and will be on property available for public use, at major traffic generators such as town halls or downtown areas central to destinations and underserved by existing charging stations (see attached map).

Available Funding

Funding for this program is variable and will depend on the degree to which a proposal satisfies the preferential criteria for the program. The minimum amount offered for successful proposals will be half the cost of the project, up to \$2,000 per unit or \$4,000 per location (i.e., up to two chargers installed on one property). However, some projects will be eligible to receive up to 100% of the cost of the project, with a maximum of \$10,000.

Evaluation Criteria

Proposed projects will be evaluated based on cost effectiveness and economic benefits to Connecticut. Project ideas will be ranked for funding according to the criteria outlined in the program criteria document. To be eligible for 100% funding, the EVSE must be available to the public at no cost, 24 hours a day, seven days a week and be located at a major traffic generator such as a town hall or downtown area that is central to destinations and presently underserved by

Part I: Ranking Criteria: Please check those that apply

Commitment of applicant to make the EVSE readily available to the public at no fee for, at least, the next three years ¹	<input checked="" type="checkbox"/>
Operational and available 24 hours a day, seven days a week	<input checked="" type="checkbox"/>
Location at a major traffic generator, which is defined as an important regional attraction, event, or facility that attract persons or groups from beyond a local community, city, or metropolitan area; it can include downtowns, town halls, libraries or recreation centers;	<input checked="" type="checkbox"/>
Location in areas underserved by EVSE	<input checked="" type="checkbox"/>
Within walking distance of restaurant, retail, and/or entertainment opportunities	<input checked="" type="checkbox"/>
Location along major thoroughfares and high traffic areas	
Location along major state and local transportation corridors	<input checked="" type="checkbox"/>
Location will provide:	
• Lighting	<input checked="" type="checkbox"/>
• Shelter from inclement weather for drivers to wait while their EV is charging	<input type="checkbox"/>
Situate each EVSE so it can accommodate at least two vehicles	<input checked="" type="checkbox"/>

Recipients must agree to operate the EVSE only as a not-for-profit venture. Any fees collected should only be sufficient to cover operating expenses, including payment system services.

For DEEP Use Only:	Total Criteria Points Assigned:	
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¹ In lieu of a commitment to provide no cost charging for three years, applicants must submit a business model for an open access payment system with a maximum cost of \$1.00 per hour; major credit cards must be accepted for immediate access to the EVSE with no phone call or other contact required. If you plan to have motorists pay for the charging, submit a business model that meets these requirements with the application. The business model option is not eligible for 100% funding.

Part II: Applicant Information

Name & Title of Town or State Official having Site Control:²		Jorge Garcia, Director of Public Facilities			
Town/Agency Name:		City of Bridgeport, CT			
Address:	999 Broad St				
City:	Bridgeport	State:	CT	Zip Code:	06604
Telephone:	(203) 576-7130				
E-Mail:	jorge.garcia@bridgeportct.gov				

Part III: Project Information

How many EVSE units would you plan to install? A single unit with two charging heads is counted as one unit; two units mounted on a single pedestal are counted as two units.	1
--	---

Project Details: <i>(Please use additional forms for multiple installations)</i>	
Address of Proposed Installation: Provide name of facility, street address, street intersection and/or latitude/longitude and city.	The Ballpark at Harbor Yard 500 Main St. Bridgeport, CT 06604
Will the EVSE be located at a parking facility indoors or outdoors?	<input type="checkbox"/> Indoors <input checked="" type="checkbox"/> Outdoors
Do you want pedestal, wall-mounted or overhead EVSE unit(s)?	<input checked="" type="checkbox"/> Pedestal <input type="checkbox"/> Wall-Mounted <input type="checkbox"/> Overhead
Is there electricity at the proposed installation site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is the site lighted at night?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is there shelter at the proposed installation site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
During what hours is the proposed installation site open to the public?	24 hours
Please list any restaurant, retail, entertainment or tourist destinations within walking distance	
The Ballpark at Harbor Yard, Webster Back Arena, Bridgeport - Port Jefferson Ferry, Ralph 'n' Rich's, Barnum Publick House, Misc. other restaurants	

Project Timeline:	Project Start Date:	Sept. 15, 2014	Project End Date:	Nov. 14 2014
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Proposed Budget:	
Please provide a list of the expenses for the specific EVSE brand and installation. You may add line items as needed. Identify each line item being proposed, i.e. "BrandZ pedestal EVSE," "Site Preparation," and/or "Installation of EVSE." Note that DEEP's reimbursement for chargers will not exceed values specified in state procurement contracts.	
Line Item:	Cost
GE Double Pedestal DuraStation	3,999.00
site preparation, installation, surface modifications and electric transmission hardware	6,000.00

² Site Control means (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the EVSE; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between the Applicant and the entity having the right to sell, lease or grant the Applicant the right to possess or occupy a site for such purpose. Documentation for verification may be requested.

Total Project Cost:	9,999.00
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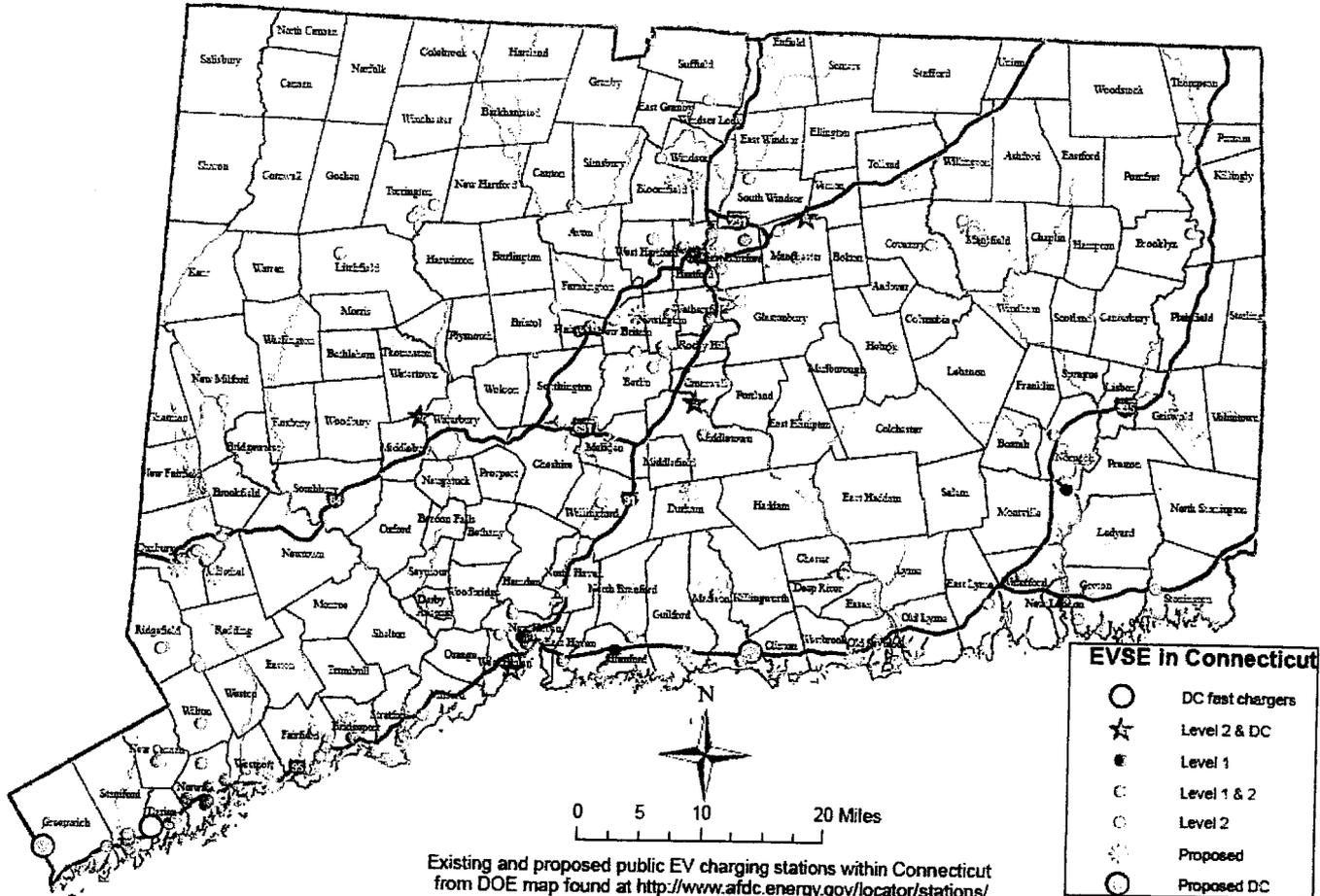
Balance of Funds:	
Applicant attests they can secure the funds for operation and maintenance.	<input checked="" type="checkbox"/>
What is the source of these funds? If this is a partnership effort, name the partner providing funding and the amount.	City of Bridgeport Public Facilities Budget
What is the timeline for securing these funds? (Budget approval process dates)	City Council Meeting, September 15, 2014

Terms and Conditions:	
Recipients will be responsible for the procurement of the EVSE, all installation, maintenance, operations and other associated expenses and responsibilities.	
All recipients must be willing to either:	
<ul style="list-style-type: none"> a. Provide charging at no cost to the public for the first three years of operation; or b. Provide a business model³ for an open access payment system with a maximum cost of \$1.00 per hour; major credit cards must be accepted for immediate access to the EVSE with no phone call or other contact required. Attach business model if applicable. 	
Recipients will commit to maintain and operate the EVSE as publicly-accessible units.	
Recipients will agree to the posting of location & availability information on U.S. Department of Energy website.	
Recipients will have a publicly-accessible EVSE operational as soon after as possible, but no later than November 14, 2014.	
Recipients will meet commitments made in the application to provide	
<ul style="list-style-type: none"> • Lighting, • Installation of approved signage, • Shelter from inclement weather for drivers to wait while their EV is charging (if checked on proposal form), and • Operation 24 hours/day, 7 days/week, or limited hours as specified in proposal. 	
Recipients must agree to operate the EVSE as a not-for-profit venture for the lifetime of the unit(s).	
Before being reimbursed, Recipients must submit the completed reimbursement checklist (see attachment), demonstrate full operation of the publicly-accessible EVSE, and use of approved signage by	
<ul style="list-style-type: none"> • Providing a photograph of the completed installation, with posted signs, and • Providing a copy of the actual budget with invoices and cancelled checks as documentation of payment for the equipment and installation. 	
Recipients must also provide a signed payment request, on letterhead, for the amount of the grant. A transfer invoice will also be required for state agencies.	
By checking this box, applicant attests to have read and understood the terms and conditions listed above, and agrees to comply with these terms and conditions, if awarded funding.	<input checked="" type="checkbox"/>

³ The business model option is not eligible for 100% funding.

Existing and Proposed, Publicly-Accessible EVSE
 July 2014

Connecticut's Existing and Proposed EV Supply Equipment (EVSE)
 July 2014



***147-13 Consent Calendar**

Professional Services Agreement with Environmental
Land Solutions LLC for Inland Wetlands Consultant
Services.

**Report
of
Committee
on
Contracts**



Submitted: October 20, 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 Contracts begs leave to report; and recommends for adoption the following resolution:

***147-13 Consent Calendar**

RESOLVED, that the Attached Professional Services Agreement with Environmental Land Solutions, LLC for Inland Wetlands Consultant services be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

Howard Austin Sr., Co-chair

Richard DeJesus, Co-chair

Susan T. Brannelly

James Holloway

Richard D. Salter, Sr.

Alfredo Castillo

Richard Paoletto

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the day of January, 2015 (the "**Agreement**") is hereby entered into between **Environmental Land Solutions LLC**, with offices at 8 Knight Street, Suite 203, Norwalk, Connecticut 06851 (the "Consultant") and the **City of Bridgeport, acting through its Inland Wetlands and Watercourses Agency** 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 reviewing land use applications and related services as more fully set forth in Exhibit "A" attached hereto; and

WHEREAS the City publicly advertised a request for qualifications for such services from vendors; and

WHEREAS the Consultant submitted a proposal to render the required consulting services; 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 whereby, the Consultant will perform certain inland wetlands consulting services (the "services") consisting primarily of the tasks set forth in the Consultant's proposal, both of which are attached as Exhibit A hereto and made a part hereof, and such other related tasks as may be assigned ("Scope of Work") by the Inland Wetlands and Watercourses Agency ("IWWA") or the IWWA clerk. The scope of Work shall include, but not be limited to, issuance of letters of decision, preparing reports to the IWWA drafting permits and conditions and reviewing meeting minutes. The clerk of IWWA shall be responsible for reviewing applications and processing the same, meeting with applicants and the public, handling questions and requests for information, and signing and sending correspondence to applicants and other agencies, preparing meeting agendas, performing inspections for violations, etc., although there may be occasions when the City may ask the Consultant to handle some of the clerk's activities as part of the Consultant's Scope of Work.
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 City's fiscal impact analysis, software package is fully operational, 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. **Basis For Compensation.** The Consultant is being hired on a time and materials basis to be billed against a not-to-exceed maximum of Twenty-five thousand (\$25,000) Dollars for

each year during the Term, which amount cannot be exceeded without the express prior written consent of the City. Any increase in this maximum amount is subject to available funding. The Consultant shall maintain contemporaneous daily time records, and other records, of hours and tasks performed per individual, which shall be submitted to the City with each monthly invoice. Unless otherwise stated, all tasks assigned and schedules for progress and completion shall be considered a material part of this Agreement.

4. **Hourly Rate; Reimbursable Expenses; Payment Process**

(a) **Price.** The applicable price for all Services rendered has been established as an hourly rate of Eighty (\$85.00) Dollars per principal of the Consultant, which shall remain the same throughout the term, which shall be two years commencing on January , 2015. Except as stated herein, the Price includes the cost of the Consultant's home office overhead, general and administrative expenses, and all other indirect costs and profit to be recovered or charged under this agreement.

(b) **Out-of-Pocket-Costs;** Taxes Except as otherwise set forth in this Agreement, Services include the costs of local travel to and from the Consultant's office or offices and the City of Bridgeport. The City agrees to reimburse the Consultant its actual, reasonable expenses for the items set forth in Exhibit B attached and made a part hereof ("Reimbursable Expenses"). The Consultant must request and obtain the City's prior written consent for all other expenses. The City is not obligated to pay certain sales, use, gross receipts taxes, ad valorem or other taxes with respect to the Services rendered by the Consultant, and the Consultant shall not invoice the City therefor.

(c) **Payment.** Payment shall be made within sixty (60) days after receipt of the Consultant's complete invoice with all back up materials; including but not limited to, daily time records showing the employee's name, number of hours worked, tasks performed, and the like, satisfactory to the City.

(d) **Invoices.** The cost of all Services performed and Reimbursable Expenses incurred shall be invoiced monthly as work progresses, but in no event shall the Consultant submit invoices for such work or expenses later than forty-five (45) days after such Services are rendered.

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 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 the Work Product. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of the Work Product 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 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, without limitation, source code and design materials for Work Product and other 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. The Consultant will notify the City of reportable spills or environmental conditions. In cases where the City is not yet the property owner, the Consultant shall notify the City of any reportable spill or environmental condition and the City will notify the property owner of the requirement to report such occurrence. 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 due diligence and care. 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, Confidential Information or Non-Circumvention 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 will undertake and complete the Scope (s) of Work assigned by the City within the times and dates established by the city and otherwise specified under applicable law to enable timely action to be taken by the City's Inland Wetlands and Watercourses Agency.
- (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 complete any scope of work or subcontract any of the work to third parties or principals other than Matthew Popp and Kate Throckmorton without prior written notice to the City and receipt of the City's written consent.
- (f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted sub-consultants, have committed a criminal violation of or 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 in the imposition of a monetary fine, injunction, criminal conviction or other sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and sub-consultants shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Service's 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 such work 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"), SECTION 7 "CONFIDENTIAL INFORMATION") OR SECTION 8 (NON-CIRCUMVENTION"), 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:

with a copy to:

Office of the City Attorney
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604

If to the Consultant:

Environmental Land Solutions ,LLC
8 Knight Street, Suite 203
Norwalk, CT 06851

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.

(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 determined in the Connecticut Superior Court, Judicial District of Fairfield at Bridgeport, 1061 Main Street, Bridgeport, Connecticut 06604.

(a) **Choice of Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CONNECTICUT.

(b) **Joinder in Other Proceedings.** The City reserves the right to require the joinder and participation of the other party to this Agreement in any other arbitration or litigation involving a claim by a third party that relates to the subject matter set forth in this Agreement and reserves the additional right, if necessary or desirable in the City's sole determination, to join or implead the other party to this Agreement into such arbitration or litigation when doing so is deemed by the City to be in its best interest.

15. **Independent Consultant Status.** The Consultant and its approved sub-consultants are independent Consultants 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 sub-

consultants 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 Consultant and sub-consultant 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 or rating otherwise acceptable to 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.

Workers1 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.

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, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD-25S form delivered to the City and authorized and executed with the original stamp or signature of 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 sub-consultants 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 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 45 Lyon Terrace, Bridgeport, Connecticut 06604"

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 Matthew Popp 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, unseasonable 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 the Project area. 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:

ENVIRONMENTAL LAND SOLUTIONS, LLC

By: _____
Name:
Title:

SCHEDULE A

Environmental Land Solutions, LLC

8 Knight Street, Suite 203
Norwalk, CT 06851

Request for Qualifications
RFQ# PEB 1486

Inland Wetlands Consultant
for the
Inland Wetlands and Watercourses Agency
City of Bridgeport

June 2014

The following information corresponds directly to the items listed under "Form and Content of Submission" portion of the RFQ.

1. **Letter of Transmittal.**

See attached cover letter.
2. **Services to be Provided / Principal Staff to Complete Task.**
 - A. Environmental Land Solutions; LLC (ELS) will continue to provide the professional consulting services necessary to support the Inland Wetlands and Watercourses Agency (IWWA) in its efforts to protect the City's wetlands and watercourses while allowing for the rights of a property owner to develop his or her land in an environmentally-responsible and balanced manner. ELS will provide, but is not necessarily limited to, the specific services listed below:
 1. Standard Application Review.



Environmental Land Solutions, LLC
Environmental Analysis, Landscape Architecture & Planning

June 10, 2014

Department of Public Purchase
999 Broad Street
Bridgeport, CT 06604

Re: Letter of Transmittal - Request for Qualifications
PEB 1486 - RFQ: Inland Wetlands Consultant

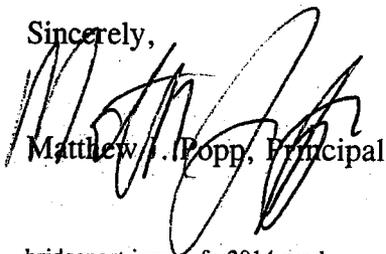
To Whom it May Concern:

Environmental Land Solutions, LLC (ELS) welcomes the opportunity to submit its qualifications for the Inland Wetlands Consulting Services as outlined in the Request for Qualifications (RFQ) dated May 5, 2014. ELS is currently the consultant to the Inland Wetlands and Watercourses Agency (IWWA) of the City of Bridgeport. Our firm has acted in this capacity since 1995.

Our firm has extensive experience with municipal, state and federal laws and guidelines which focus on inland wetlands and watercourses regulations which is reflected in the materials submitted in this (RFQ). Personally, I am licensed Landscape Architect, a Professional Wetland Scientist, past senior member of the Greenwich Inland Wetlands and Watercourses Agency and past member of the Audubon Greenwich Board of Directors. My partner, Katherine Throckmorton is also an licensed Landscape Architect and a Certified Profession in Sediment and Erosion Control, past member of the Wilton Conservation Commission and currently Chairperson of the Wilton Tree Committee.

A review of the enclosed information should indicate to the reviewing committee that ELS is highly qualified for this assignment based on our experience and expertise within the field of wetlands and watercourses and regulations of the same. I have enjoyed the opportunity to work these past nineteen years for the City of Bridgeport and its Inland Wetlands and Watercourses Agency and would like the opportunity to continue to provide these services.

Sincerely,


Matthew J. Popp, Principal

bridgeport iwwa-rfq-2014.wpd

- a. Review of application forms to insure their proper filing.
- b. Review of site development plans.
- c. Visit sites to inventory and evaluate the natural resources of the property.
- d. Meet with project team to review scope of project (if warranted).
- e. Review the City of Bridgeport Engineering Department reports relating to the application.
- f. Prepare Application Summary reports which are submitted to the Agency members. Reports describe the existing conditions, functions of the wetlands and watercourses, proposed development, potential impacts to the regulated areas, potential measures to mitigate for impacts, and options available to the Agency including potential special conditions of permit approvals.
- g. Attend Agency meetings.

2. Permit Compliance.

- a. Review revised site plans per permit conditions. Send a confirmation letter to an applicant, as needed.
- b. Visit site to insure permit compliance.
- c. Prepare field reports as needed to document project conditions (i.e., status of erosion controls and mitigation measures).
- d. Report project status to Agency.
- e. Review of project at completion for release of any bonding.

3. Violation Review (As requested by IWWA Clerk).

- a. Inspect site to determine if violation has occurred.
- b. Send Violation Notice to land owner.
- c. Review permit application regarding violation if required.

4. Routine Administrative Tasks.

- a. Preparation of Decision Notices (i.e., Permits).
- b. Send IWWA consultant's reports to applicants and their consultants.
- c. Project coordination with William Minor, IWWA Clerk.
- d. Review of Start and Finish Cards.

5. Miscellaneous Tasks.

- a. Revise IWWA Regulations to correspond to updated State Statutes as necessary.

- b. Review and revise Fee Schedule as necessary.
- c. Correspond with Department of Energy and Environmental Protection (DEEP) staff as needed.
- d. Inform IWWA members of upcoming Department of Environmental Protection education seminars.
- e. Project coordination with the City Attorney as needed.
- f. Review projects in adjacent municipalities which are within 500' of Bridgeport borders per IWWA state statutes.

B. ELS will continue to use the following principal personnel to successfully complete the above tasks:

- 1. Matthew Popp
Professional Wetland Scientist
Landscape Architect
- 2. Katherine Throckmorton
Certified Professional In Sediment and Erosion Control
Landscape Architect
NOFA Certified Organic Land Care Professional

3. Supporting Personnel.

No support services or additional personnel are anticipated to be needed to work on this project.

4. Organization Structure and Qualification of Firm.

ELS is a private consulting firm specializing in wetland analysis and impact assessments, CAM reports, landscape architecture, environmental site planning, habitat restoration, regulatory compliance, and mitigation design plans. ELS provides a full range of licensed landscape architectural and environmental land consulting services to commercial, corporate, industrial, institutional, municipal and residential clients. We are experienced team players working with architects, engineers, hydrogeologists, soil scientists and other professionals involved in land use development. ELS's staff has a distinguished history of efficiently securing project approvals from federal, state and local regulatory agencies. ELS prepares site plans, Environmental Assessments Statements and Assessments, Coastal Area Management reports, inland and tidal wetland mitigation plans, environmental site monitoring, and local, state and federal inland and tidal wetland permitting.

See attached resumes for further information.

5. Description of the Methodology to Perform Tasks.

Over the past nineteen years, ELS has developed a methodology for performing consulting services for the Agency with regard to new applications. This process includes the review of the application materials for completeness, visiting sites and evaluating the natural resources and conditions of the land, consulting with the applicants and his or her consultants with regard to the need for more detailed information, preparing timely agenda summaries for the Agency, and presenting the information to the Agency at its meetings/hearings.

At the time the Agency is prepared to render a decision on an application, we provide the members with options for approval or denial with suggested conditions of approval and suggested findings of fact for approval or denial. This enables the Agency to make a decision with findings on the record which are consistent with the Connecticut General Statutes, Sections 22a-36 through 22a-44 thereby reducing the potential for costly and often lengthy appeals.

6. List of Municipality References.

During the past five years ELS has worked with the following municipalities regarding environmentally-related consulting services:

- a. Inland Wetlands and Watercourse Agency, Bridgeport, CT
Inland Wetland Consultant

ELS has also worked with the following municipalities regarding environmentally-related consulting services:

- b. Planning and Zoning Commission, Wilton, CT
Site monitoring for sediment and erosion controls.
- c. Parks and Recreation Department, Fairfield, CT
Environmental Consultant to Golf Commission.
Assist the Commission in obtaining Audubon Certification.
- d. School Building Committee, Fairfield, CT
Preparation of environmental reports and wetland mitigation plans for the proposed Burr Street School and McKinley School.
- e. Engineering Department, Town of Stratford, CT
Broadbridge Road - environmental monitoring services for consistency with wetland permit conditions.
- f. City of Stamford, CT
Assist in the design for the Mill River Park, Washington Park, and Cove Island Wildlife Sanctuary.

John Casey

Tel: (203) 385-4006

- d. City of Stamford, CT
Design of Cove Island Wildlife Sanctuary.
Erin McKenna Tel: (203) 977-4715
Paul Ginotti, P.E. Tel: (203) 977-4856
- e. Parks and Recreation, Town of Wilton, CT
Preparation of wetland application materials and site planning for play fields.
Steve Pierce Tel: (203) 834-6234
- f. Town of Darien, CT
Darien High School - Erosion control monitoring and mitigation planning
Joe Canas, P.E. - Tighe & Bond Tel: (203) 712-1100

10. Other Relevant Information.

ELS staff who will be working on this project volunteer locally with similar agencies. Mr. Popp is a past member of the Greenwich Inland Wetlands and Watercourses Agency, and past Board member of Audubon Greenwich, and a past member of the Calf Island Conservancy. Ms. Throckmorton is past member of the Wilton Conservation Commission and currently serves as the chairperson of the Wilton Tree Committee. Ms. Throckmorton previously worked for the Town of Wilton as a planner.

Certificates of Insurance are to be provided to the City of Bridgeport.

11. Other Consultants to be Utilized.

ELS will continue to fully provide the wetland consulting services as requested by the IWWA and the Office of the City Attorney when applicable. No outside consultants are expected to be used.

**Request for Qualifications
DEPARTMENT OF PUBLIC PURCHASES
Margaret Morton Government Center
999 Broad Street
Bridgeport, Ct 06604**

SEALED QUALIFICATIONS will be received by the Purchasing Agent on the following until
2:00 p.m., Wednesday, June 18, 2014

PEB1486- Request for Qualifications - Inland Wetlands Consultant

Kathryn Cullen, Buyer

May 5, 2014

Three (3) copies of separate, sealed Request for Qualifications for a qualified consultant to assist the Inland Wetlands and Watercourse Agency of the City of Bridgeport will be received by the Department of Public Purchases, 999 Broad Street, Bridgeport, CT 06604 until 2:00 PM on Wednesday, June 18, 2014 and then at said office publicly opened for the following:

The intent of the Request for Qualifications is to seek a Qualified Consultant to assist in reviewing inland wetland applications. The Consultant will be expected to review wetlands applications on behalf of the Agency; prepare written reports, attend commission meetings, and make site visits as deemed appropriate.

The following is a general description of work included in this Contract:

The consultant will have extensive knowledge and experience in dealing with inland wetlands issues/problems. The consultant must be well versed with the laws governing inland wetlands in Connecticut. The consultant must have experience in representing inland wetlands or conservations commissions in other communities.

The consultant will be directly responsible for the following:

1. Reviewing development proposals involving inland wetlands that are submitted to the Wetlands Agency, and for which a full review is deemed necessary;
2. Prepare and submit a detailed report to the Agency analyzing the impact of the proposed development upon inland wetlands, highlighting any anticipated adverse impacts resulting from the development;
3. Attend Agency meetings and give testimony on behalf of the Agency;
4. Work with and coordinate with the Office of Planning and Economic Development Staff;
5. Perform field inspections as deemed necessary by the Agency;
6. And perform such other tasks as the Agency may from time to time require.

INTRODUCTIONS

The City of Bridgeport is an urban community in eastern Fairfield County on Long Island Sound. It has a population of approximately 141,000 persons concentrated in 17.5 miles.

Bridgeport has a mayor/council form of government. An elected twenty-member city council is presided over by a full-time mayor who oversees the day-to-day operations of the city. All council members serve two-year terms. The mayor serves for four years.

The Inland Wetlands and Watercourses Agency consist of twelve members – nine regular and three alternates. The mayor appoints the members with confirmation by the City Council. Each member is appointed for a period of three years.

TIME FRAME

It is anticipated that the successful consultant will be selected within three to four weeks following submission.

GENERAL CONDITIONS

The City of Bridgeport is tax exempt and the appropriate certificates will be furnished to the consultant upon selection. No proposal shall contain any tax charges or provisions for taxes.

The city reserves the right to reject any or all offers received. There are no competitive bid obligations. Following receipt of the Request- For-Qualifications, the city is not obligated to go forward with the awarding of the professional services contract.

The selection qualification statement will be used as the basis for negotiations. This solicitation does not constitute a bid.

The individual or firm selected will be expected to abide by the City of Bridgeport – Code of Ethics.

The information supplied by the consultant may not be withdrawn for a period of sixty- (60) days from the due date in order to give city officials an opportunity to evaluate the proposals and determine if an award should be made.

The bidder must not discriminate, nor permit discrimination against any person on the grounds of race, color, national origin, sexual orientation, religion, sex, disability, or veteran status, in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public, and in any of their other business operations.

FORM AND CONTENT OF SUBMISSION

Qualified consultants interested in being considered for this project must respond in accordance with the following format. All responses must include:

1. A letter of transmittal signed by the principal of the firm
2. A statement of the specific services the firm can provide and the names of the principal individuals who will be assigned to work with the city.
3. A listing of support services and personnel who will be assigned to work on the project.
4. Organizational structure and qualifications of the firm. Identify the structure and scope of the firm's work along with a statement of qualifications or resumes of the firm and/or the principal employees identified.
5. Description of the process (methodology) to be used in performing the task.
6. A list of references of other municipalities for whom the firm has provided similar services as those described herein.
7. Geographic location of the office that will be utilized to perform the work. Provide the address and telephone number(s).
8. Provide a fee proposal for providing services and the billing process that will be utilized to request payment. Upon selection of the consultant, a contract listing a not-to-exceed total fee figure based on the RFQ and negotiations to follow will be required.

9. List all services rendered to municipalities within the past 5 years and the pertinent details of each, and the name and phone number of the person to whom you reported.
10. The consultant may submit any other relevant information deemed appropriate to this task that may assist the city in the selection process.
11. A list of all other consultants to be utilized by the lead consultant to complete the task.

SELECTION CRITERIA

The successful consultant will be selected based on the following criteria:

1. Professional Qualifications - 15%
2. Special Experience and Technical Competence - 15%
3. Capacity - 10%
4. Knowledge of the City of Bridgeport - 25%
5. Geographic Proximity - 20%
6. Previous municipal projects - 15%

A selection panel made up of three to five (3 - 5) persons will be established to review and evaluate all submissions. The panel will consist of but not necessarily be limited to the Director of Land Use Construction Review, City Planning Director or his designee, Inland Wetlands Agency member, one member appointed by Bridgeport Regional Business Council and one member of the general public.

This project is subject to utilization goals and set asides for participation of certified MWBE's. The overall utilization goal for Minority-Owned Business Enterprises is 15% and for Women-Owned Business Enterprises is 15% for this project.

All submissions shall be typed on 8 1/2 X 11 inch paper in triplicate, with one reproducible copy.

For further questions or information of the specific project requirements please contact **William Minor at (203) 576-7222 or Fax 576-7213.**

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

The City reserves the right to waive any informality or to reject any or all Qualifications in part or whole in the best interest of the city.

All Contractors located or owning property in the City of Bridgeport shall assure that all real and personal property taxes are paid.

The City will verify payment of all real and personal property taxes by the Contractor prior to the award of any contract renewal.

Do not include in your quotation taxes for which the City is not liable, as tax exemption certificates will be furnished upon request.

The bidder must not discriminate, nor permit discrimination against any person on the grounds of race, color, national origin, sexual orientation, religion, sex, disability, or veteran status, in their

employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public, and in any of their other business operations.

The City reserves the right to add or delete quantities as required by the City.

Certificates of Insurance required shall be furnished to the Department of Public Purchases, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604 and must be shown as issued to the City of Bridgeport

The City may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information.

No bidder may withdraw this bid within 60 days after the actual date of the opening thereof.

It is hereby understood, agreed and acknowledge that upon award of the successful bid the undersigned bidder shall be bound and obligated to perform for the City of Bridgeport in accordance with the Terms, Obligations, Conditions, and Specifications as set forth in this bid and the Invitation to Bid. Any changes, revisions or alterations of this contract of the Terms, Conditions, and Requirements herein shall deem this document to be null and void. **This bid and the Invitation to Bid shall be an enforceable contract between the City and the undersigned bidder.**

Bid Submission: Sealed Qualifications must be received and time-stamped prior to bid closing time. No bid received after bid-closing time will be considered. To assure that your bid received priority treatment within our mailing systems please mark as follows.

Bid Number, Due, Date & Time –

**PEB498146 – Request for Qualifications – Inland Wetland Consultant
- due 2:00 p.m., Wednesday, June 18, 2014**

Late Qualifications: It shall be the sole responsibility of the bidder to pay for any type of delivery service charge, and to see that his/her bid is received on time. The clock used shall be the Purchasing Agent's official date and time stamp clock. The City does not assume financial responsibility for late deliveries by the U.S. Postal System or any other delivery service

If your envelope is not marked accordingly, the City will not assume responsibility.

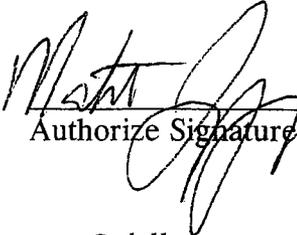
Environmental Land Solutions, LLC
Company Name:

June 10, 2014
Date:

8 Knight St., Suite 203, Norwalk, CT 06851
Address:

Matthew J. Popp
Name of Officer Co/Corp.

(203) 855-7879
Telephone:



Authorize Signature:

(203) 855-7836
Fax:

matt@elsllc.net
E-Mail Address

June 10, 2014
Date:

Contract Award Signature:

06-1432004
Employer Federal I.D. Number

***174-13 Consent Calendar**

Professional Services Agreement with Collaborative
Planning Studio for Upper East Side NRZ Visioning
Consultant Services.

Report
of
Committee
on
Contracts



Submitted: October 20, 2014

Adopted: _____

Attest: *Fleeta C Hudson*
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

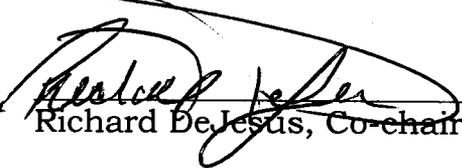
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

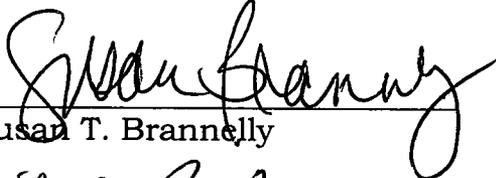
***174-13 Consent Calendar**

RESOLVED, That the attached Professional Services Agreement with Collaborative Planning Studio for Upper East Side NRZ Visioning Consultant Services, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS

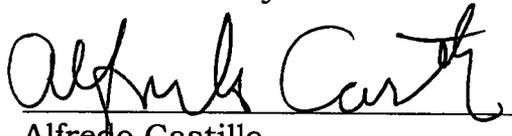
Howard Austin Sr., Co-chair

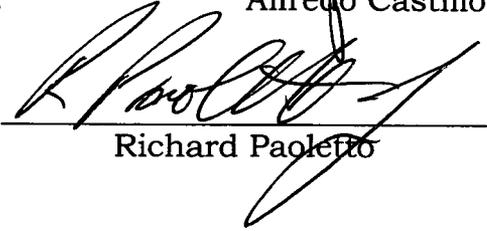

Richard De Jesus, Co-chair


Susan T. Brannelly

James Holloway


Richard D. Salter, Sr.


Alfredo Castillo


Richard Paoleto

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ___ day of October, 2014 (the "Agreement") is hereby entered into between **Collaborative Planning Studio** with offices at 45 Cooper Lane, Larchmont, NY 10538 (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 Upper East Side Visioning 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 perform Visioning Exercises for the Upper East Side (the "Services"). Such Services will focus primarily on interacting with the community and determining their views and visions for the neighborhood. The Consultant's activities shall consist of those services outlined in the attached Scope of Services.
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 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) Source of Funds. The Consultant's activities under this Agreement will be funded from Community Development Block Grant Funds. The parties understand that the Consultant will provide its Services on the following basis: time and expense, up to a maximum not-to-exceed amount of \$20,000.00.

(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 days of receipt of a complete invoice.

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. Noncircumvention. [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, Office of Policy and Management
City of Bridgeport
City Hall Annex
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

with a copy to:

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

If to the Consultant:

Melissa Kaplan-Macey
Principal
Collaborative Planning Studios

45 Cooper Lane
Larchmont, NY 10538

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, are subject to the following dispute resolution procedure:

(a) **Initiation of Dispute Resolution Process.** In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this agreement, that a dispute continues to exist. The party giving such notice shall also forward a copy to the Director, David Kooris ("Director"), In care of the Office of Planning & Economic Development, 999 Broad Street, Bridgeport,

Connecticut 06604. The notice shall set forth the nature of the dispute, the notifying party's position statement, and copies of documents supporting its position regarding the dispute. Within seven (7) calendar days after the date such notice is given, the other party shall file its position statement and supporting documents to the Director. Within five (5) working days after receipt of such reply, the Director shall review the matter, issue a written determination ("**Determination**"), and mail a copy thereof to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion.

(b) **Mediation.** If either party objects to the Determination, such party shall commence non-binding mediation before the American Arbitration Association ("AAA"), or similar mediation organization selected by the City in the City's sole discretion within thirty (30) days after the date of the Determination. The City shall determine whether such mediation will be conducted in accordance with AAA mediation rules then in effect or another entity's mediation rules. Such mediation will be held in Bridgeport, Connecticut. Each party shall bear the cost of its respective counsel and one-half of the administrative costs of such mediation, including but not limited to the mediator's fees and expenses. Failure by either party to file for mediation within such 30-day period shall be deemed a waiver by both parties of their respective right to appeal such Determination, in which event such Determination shall be final and enforceable in any court having jurisdiction over the parties.

(c) **Arbitration, or Litigation at City's Option.** If mediation does not resolve the dispute, either party may submit such dispute to the AAA, or similar alternate dispute resolution entity selected by the City in the City's sole discretion. The City shall determine whether such arbitration will be conducted pursuant to the AAA construction rules of arbitration then in effect or by the rules of another entity. Notwithstanding the parties' respective rights to seek arbitration of the dispute, the City shall have the independent right, exercisable within sixty (60) days after any arbitration is commenced, in its sole and absolute discretion, to seek resolution of the dispute in a court of law having jurisdiction over the parties, in which event, resolution of the dispute by arbitration shall be deemed waived by the parties, any pending arbitration shall be deemed stayed, and the decision of the court having jurisdiction over the parties to which the dispute is submitted by the City shall be final and binding upon the parties. If the City either (a) initiates arbitration or (b) does not move to stay an arbitration initiated by the other party within such 60-day period, the dispute shall be resolved by arbitration.

(d)

Arbitration Process. Arbitration shall be held before a 3-member panel of arbitrators, unless the parties mutually agree to a single arbitrator, all of whom shall be residents of, or permanently employed in, the State of Connecticut. All arbitrators must have a minimum of ten (10) years' current experience in their profession or occupation, a minimum of ten (10) years' of relevant demonstrated experience, and a level of dispute resolution training commensurate with the nature and value of the dispute. The dispute resolution organization shall submit one or more lists containing a minimum of fifteen (15) potential panelists who are duly-qualified. If the parties cannot agree to a panel after three (3) lists have been provided, the selection of arbitrators shall be submitted to the chief administrative judge of the State Superior Court located in Bridgeport, Connecticut for resolution. The arbitration shall be held in the City of Bridgeport and any award rendered shall be final and binding upon the parties and enforceable in a court of competent jurisdiction. Upon the request of either party, the dispute may be determined by any expedited procedure of the AAA then in effect or expedited procedure of another alternate dispute resolution entity then in effect, if the nature and amount of such dispute warrants resolution by an expedited procedure under the AAA's or such entity's rules. The parties shall be entitled to full and fair discovery of documents and information necessary for the defense or prosecution of their respective claims, provided that such discovery is not unduly burdensome, unduly costly, prejudicial or violative of a party's right to withhold confidential information such as attorney/client privileged communications and work product. In the conduct of the proceedings, the parties may vary the selected rules of administration by mutual agreement, but will give due consideration of the panel's suggestions of varying the procedure in the interests of expedited resolution of the dispute. The parties shall specify the manner and breakdown of the panel's award. The panel shall have authority, in its sole discretion, to award reasonable attorneys' fees and costs to the prevailing party. If the award does not contain an award of attorneys' fees and/or costs, each party shall bear the cost of its respective counsel, and one-half of the administrative costs of such arbitration, including but not limited to the arbitrators' fees and expenses (except filing fees for demands and counterclaims, which shall be borne by the party initiating such demand or counterclaim). THIS AGREEMENT SHALL BE DEEMED TO MODIFY THE ARBITRATION RULES OF THE ORGANIZATION SELECTED BY THE CITY, WHOSE RULES SHALL BE DEEMED SUBORDINATE TO THIS AGREEMENT, AND THE ARBITRATION OF THE DISPUTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CONNECTICUT. ANY AWARD THAT IS

NOT RENDERED IN COMPLIANCE WITH PREVAILING CONNECTICUT LAW AT THE TIME THE AWARD IS RENDERED SHALL BE DEEMED VIOLATIVE OF PUBLIC POLICY AND MAY BE APPEALED TO A COURT OF COMPETENT JURISDICTION OVER THE PARTIES AS AN INDEPENDENT GROUND FOR APPEAL.

- (e) **Joinder in Other Proceedings.** The City reserves the right to require the joinder and participation of the other party to this agreement in any other arbitration or litigation involving a claim by another party that relates to the subject matter set forth in this agreement and, reserves the additional right, if necessary or desirable in the City's sole determination, to join or implead the other party to this agreement into such arbitration or litigation when doing so is deemed by the City to be in its best interests.

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.

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, 45 Lyon Terrace, 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
45 Lyon Terrace
Bridgeport, Connecticut 06604"

18. Nondiscrimination. 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 Lynn Haig, Senior Planner, 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: Melissa Kaplan-Macey
Title: Principal
duly-authorized

APPENDIX A SCOPE OF WORK

Task 1: Data Analysis and Field Survey

The purpose of this task is to analyze existing data that has been collected by the City of Bridgeport and to supplement that data with a field survey that identifies and maps physical and social community assets and needs. This task will begin with an examination of Census data and existing planning studies in order to understand socioeconomic conditions and trends over the past decade as well as any previously identified community goals, strengths and challenges.

The field survey will include visual analysis and photo documentation of land uses, buildings, open space, community facilities and public transportation. It will also include an inventory of programs and services available to neighborhood residents. The outcome of the survey will be a large-scale table map produced using ESRI ARC GIS and Adobe Illustrator, which will be used to begin the visioning process with the Upper East Side NRZ at Community Workshop #1, as described in Task 3 below.

Work Product:

Field Survey

Task 2: Stakeholder Interviews

In this task we will meet with key neighborhood stakeholders identified by the City. These stakeholders will likely include community leaders, school principals, Police Community Services officers, neighborhood service providers and other City departments/agencies with an active interest in the neighborhood. We suggest that City staff participate in these meetings with us and that they be scheduled back-to-back over the course of one or two days in order to maximize project and budget efficiency. The purpose of these meetings will be to gain a diverse perspective and understanding of neighborhood assets and challenges and to begin to identify themes that will inform principles for a community vision.

Task 3: Community Workshop #1

In this task we will conduct the first visioning workshop with the Upper East Side NRZ. The purpose of this first workshop will be to introduce the project to the community and to discuss neighborhood strengths and challenges as a basis for a vision for the NRZ. Critical to the success of this workshop will be outreach to community stakeholders including residents, business owners, schools and community service providers. In order to support the City in its outreach efforts we will create workshop mailers and posters that can be sent directly to neighborhood residents and posted in visible locations throughout the community including schools, churches and stores.

In order to encourage attendance of as many stakeholders as possible and allow enough time to effectively begin visioning with the community, we recommend that the workshop be a half-day event

held on a Saturday. Similar to the Saturday workshop that was held with the Reservoir Avenue NRZ, we suggest including a children's workshop that would be held in tandem with the adult visioning session.

We propose to begin the workshop with a presentation (utilizing Prezi software) that sets a positive tone for the day and frames the conversation around a Neighborhood Revitalization Zone vision. We suggest that the presentation begin with an overview of what a Neighborhood Revitalization Zone is (and is not), what stakeholders can expect from the process, and how an NRZ vision (and ultimately an NRZ plan) fits into the City's overall planning framework. We will then present an overview of neighborhood assets and challenges illustrated with information gathered through the field survey and stakeholder interviews. Following the presentation we will conduct two work sessions where participants will break into small groups to discuss identified issues and then report their thoughts back to the larger group.

The first session will focus on quality of life issues and will likely include topics such as community safety, anti-blight, programs and community services; the second session will focus on physical infrastructure, beautification and urban design. In this session we will begin to identify key focus areas for design solutions. The specific content of these sessions will be determined in collaboration with City staff based upon outcomes of the field survey and stakeholder interviews conducted in Tasks 1 and 2. Following the second session, the children will rejoin the main workshop and present their community vision to the adult audience.

Work Products:

- Workshop poster
- Workshop mailer

Task 4: Draft Community Vision & Conceptual Design Sketches

Based on input obtained through the stakeholder interviews and from the community workshop, our team will develop a draft community vision and accompanying mapping and conceptual design sketches. The draft vision that is developed in this task will outline key principles to address challenges identified by the community and provide a framework for determining projects that can be undertaken by the NRZ to revitalize the neighborhood. The draft vision will be illustrated with maps and three computer-generated, photorealistic renderings and/or conceptual diagrams reflecting key vision principles. These visuals will illustrate building massing/density and streetscape design as well as infrastructure improvements designed to enhance environmental sustainability and improve neighborhood resiliency. Renderings will utilize a bird's eye or street level view depending upon the method that best communicates vision principles and goals.

In this task we will also assess the feasibility of projects depicted in the design sketches based upon existing regulatory requirements. This will include an analysis of the type and scale of development currently allowed on identified sites and identification of zoning and/or other regulatory changes that may be necessary in order to realize the vision depicted in the sketches. The feasibility of any suggested

changes will be discussed with the City and will be factored into the draft community vision and design sketches that will be presented at the second community workshop, described in Task 5 below.

As we are working to develop the vision and conceptual designs, we will meet with the NRZ Committee to discuss a preliminary vision, present preliminary sketches and obtain feedback. Based on feedback from the NRZ Committee we will then create a more formal draft vision and conceptual design sketches, which will be submitted to City staff for review and comment. We will meet with staff to present the draft vision and design sketches and obtain their feedback. We will then modify the draft vision and sketches prior to presenting these ideas to the community at the second community workshop.

Work Products:

10 color copies of the draft vision document to the NRZ Committee

Electronic copy of the draft vision document to City staff

Task 5: Community Workshop #2

In this task we will conduct a second visioning workshop, where we will present the draft vision and design ideas to the community and obtain their feedback. We suggest that this workshop, which could be held on a weekday evening, begin with a formal presentation followed by facilitated small group discussions. The presentation, which will utilize Prezi software, will provide an overview of community input received at the first workshop and will explain the draft community vision and design sketches developed in Task 4 above. In the group discussions following the presentation, participants will have an opportunity to discuss, comment on and propose modifications to the draft community vision and design sketches. These discussions will be facilitated by our team who will assist participants in refining the community vision and marking up draft maps and sketches. Each small group will then present their thoughts on the draft vision and sketches back to the larger group.

Task 6: Final Community Vision & Design Renderings

Following the second community workshop our team will finalize the community vision and develop final draft renderings, maps and conceptual sketches to illustrate key issues and address major planning opportunities for the neighborhood. We will then submit a final draft vision document to City staff for review and comment. Following this submission, we will present the final draft vision to City staff and obtain their feedback. We will then make any necessary modifications to the document and present it to the NRZ Committee for their review and comment. Following this final meeting with the NRZ we will make any necessary changes and submit a final vision document to the City.

Work Products:

Electronic copy of the final draft vision document to City staff

10 color copies of the final vision document to the NRZ Committee

Electronic copy of the final vision to City staff

***175-13 Consent Calendar**

Professional Services Agreement with Mandate Media, Inc. for Web-Based and Digital Marketing Services.

**Report
of
Committee
on
Contracts**



Submitted: October 20, 2014

Adopted: _____

Fleeta C. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

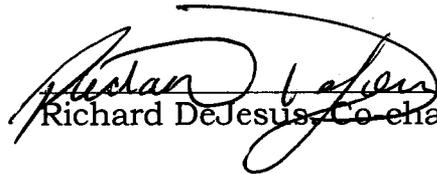
The Committee on Contracts begs leave to report; and recommends for adoption the following resolution:

***175-13 Consent Calendar**

RESOLVED, That the attached Professional Services Agreement with Mandate Media, Inc., for the Creation of a City of Bridgeport Website Design and Digital Marketing Services, be and it hereby is, in all respects, approved, ratified and confirmed:

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

Howard Austin Sr., Co-chair

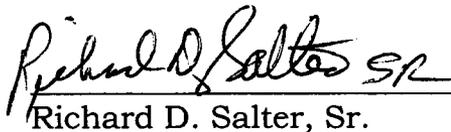


Richard DeJesus, Co-chair



Susan T. Brannelly

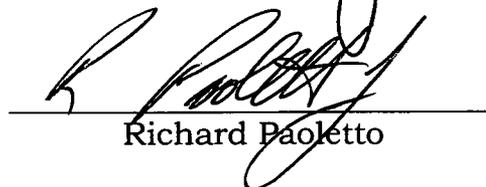
James Holloway



Richard D. Salter, Sr.



Alfredo Castillo



Richard Paoletto

City Council: October 20, 2014

PROFESSIONAL SERVICES AGREEMENT
(Website Design and Digital Marketing)

THIS AGREEMENT between the parties dated the ____ day of _____, 2014 (the "Agreement") is hereby entered into between **Mandate Media, Inc.**, with offices at 1801 NE Multnomah St., Portland, Oregon 97232 (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 consulting and technical services in the creation of an economic development website that can be regularly updated and implementation of digital and web-based marketing for the City; 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 sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. General Undertaking. The parties are entering into this Agreement for the purpose of engaging the Consultant to create a website for economic development that includes a digital and web-based marketing campaign as more particularly set forth and described in Schedule A attached hereto and made a part hereof (the "**Services**"). Such Services will focus primarily on the proposal submitted by the Consultant dated July 20, 2014, which is incorporated herein by reference as if fully set forth herein ("**Proposal**").

2. Term of Engagement. This Agreement shall commence immediately upon execution by both parties and shall continue in full force and effect until the earlier of i) the completion of Services according to this Agreement, ii) the earlier termination of this Agreement as provided herein, or iii) September 30, 2015 ("**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. The City may extend the term of this contract for up to six (6) months.

3. Record of Activities. The Consultant shall maintain records of the tasks performed in sufficient detail requested by the City, which records shall be submitted to the City monthly 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. All deadlines and target dates are TIME IS OF THE ESSENCE.

4. Compensation; Payment.

(a) The City agrees to compensate the Consultant, as follows:

Website, 50% due with contract	\$7,500.00
Website, 50% due upfront upon launch	\$7,500.00
Social Media Workshop (including travel expenses)	\$4,000.00
Website tools, technology, and unlimited support	\$1,000.00
Strategy and Creativity	\$1,500.00/mo
Ad Buying, Optimization & Reporting	\$1,400.00/mo
Digital Ad expenses	\$7,000.00/mo

This budget covers initial consultations, graphic and web design of site templates, setup of Consultant's proprietary content management system, training, follow-up technical and communications consulting, website and email hosting. The scope of work will be integrated with the City's non-digital marketing efforts. The parties agree that the work of this Agreement is a complete, unified project and that individual project tasks may not be canceled without changing the entire Agreement. It also includes all incidental expenses including postage, telephone, photocopies, mileage, etc. The budget does not include airfare and hotel expenses for interstate travel as requested by the City (except the social media workshop described above is inclusive of related travel expenses). The budget shall not exceed the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars.

(b) The Consultant will submit its invoices with all backup documentation, activities conducted, reimbursable expenses with receipts, and the like, to the City on a monthly basis for the prior month's Services rendered on a monthly basis and any reimbursable expenses incurred, which invoices the City shall pay within 45 days of receipt of a complete invoice. Consultant will similarly invoice the City for all milestone fees with confirmation that milestone has been received, which the City shall pay within 45 days of a complete invoice.

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. The City owns all images, text, data, and the like provided by it to the Consultant. 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 proprietary interactive services, computer programs, and the like which are owned, created or furnished by Consultant and copyrighted, and Consultant provides these services to the City for the duration of this Agreement.

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. The parties will obtain each other's express, written permission prior to any disclosure of anything that may reasonably be believed to be Confidential Information. Notwithstanding the foregoing, should the City obtain a FOIA request and withholds the information upon Consultant's request, Consultant will bear the burden of proof and bear the cost of any and all proceedings challenging said information's exempt status. 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. 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.

9. 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 immediately upon dual execution of this Agreement 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 and will conform in all respects to the terms and conditions set forth in this Agreement.

(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 in the performance of its will not discriminate and acknowledges those obligations as set forth in the City's Municipal Code of Ordinances.

(k) The Consultant represents and warrants that it will make a good faith effort to offer accessible web hosting at all times. City acknowledges that there are times when certain services will be unavailable for reasons such as maintenance, repair, upgrade, etc. Consultant will use all reasonable efforts to limit those down times in duration and to lesser active times. City further acknowledges that these are circumstances which may be beyond the control of Consultant, and the temporary loss of such services will not amount to a reduction in the fees charged for web hosting. Any interruption of service, which prohibits browsing of the website for a period of three (3) consecutive days or more, will result in a pro-rata rebate to the City, which will be the sole and exclusive remedy to the City, absent termination. Consultant does not warrant that access to the website will be uninterrupted or error free. The exclusive remedy shall be, at the Consultant's option, (a) partial refund of fees paid, or (b) at its sole cost, to repair or replacement of the portion of the website that does not operate properly.

10. 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 it by law or equity.

(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.

11. 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:

Office of the Mayor
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, Second Floor
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.

12. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term. 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 thirty (30) calendar days of the receipt of notice of default. If such default cannot be cured or corrected within such 30-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.

13. 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, are subject to the following dispute resolution procedure:

- (a) **Initiation of Dispute Resolution Process.** In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this agreement, that a dispute continues to exist. The party giving such notice shall also forward a copy to the Chief Administrative Officer ("**Director**"), In care of 999 Broad Street, Bridgeport, Connecticut 06604. The notice shall set forth the nature of the dispute, the notifying party's position statement, and copies of documents supporting its position regarding the dispute. Within seven (7) calendar days after the date such notice is given, the other party shall file its position statement and supporting documents to the Director. Within five (5) working days after receipt of such reply, the Director shall review the matter, issue a written determination ("**Determination**"), and mail a copy thereof to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion.
- (b) **Litigation.** If either party is dissatisfied with the Determination, the dispute shall be resolved in a court located in Fairfield County, Connecticut having jurisdiction over the parties

14. 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.

15. 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.

16. 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) To the extent applicable, 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 by policy endorsement** 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 or other rating acceptable to 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 **by policy endorsement** to be given to the City at: Office of Planning and Economic Development, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance & Endorsement—All policies will be evidenced by an original certificate of insurance **and an endorsement** delivered to the City and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate and endorsement 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 by policy endorsement 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 and policy endorsement. The City shall be designated in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns
ATIMA

Attention: Office of Planning and Economic Development
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, Connecticut 06604"

17. Nondiscrimination. 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, civil service 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.

18. Communications. All communications shall be made orally or in writing to Brett Broesder, Brett.Broesder@bridgeportct.gov, or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

19. 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. City and Consultant agree that the Services provided for in this Agreement provide for a complete and unified project and that individual project tasks may not be changed without changing the entire Agreement. However, Consultant may provide additional, optional services at the City's request.

(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: _____
Bill Finch
Mayor
duly-authorized

CONSULTANT

By: _____

Name:
Title:
duly-authorized

SCHEDULE A SCOPE OF WORK

Consultant will design, build, and develop a website for the purpose of supporting the communication goals of the City of Bridgeport. Consultant will host the website on a server such that it may be accessed through the internet, including the provision of equipment, facilities, hardware and software to facilitate such access.

In addition to high-level strategic consultation, Consultant will develop and produce a digital advertising strategy, including all graphic design, copywriting, ad placement, media buying and bidding, optimization, and reporting.

Consultant will develop and provide a one-day workshop on social media strategies for employees of the City of Bridgeport, to be held in Bridgeport at a mutually agreed-upon time and date.

Consultant's president, Kari Chisholm, will be the strategic lead on the project. In addition, Achim Bergmann, of Bergmann Zwerdling Direct, will provide strategic assistance. These critical players shall not be replaced absent the written approval of the City of Bridgeport, which will not be unreasonably withheld.

Work not specified in this Agreement is considered additional work and must be authorized in writing.

The above will include initial consultations, graphic and web design of site templates, setup of Consultant's proprietary content management system, training, follow-up technical and communications consulting, website and email hosting.

***176-13 Consent Calendar**

Professional Services Agreement with Gum Spirits
Productions for Radio and Cable-Based Marketing
Services.

Report
of
Committee
on
Contracts



Submitted: October 20, 2014

Adopted: _____
Attest: *Fleeta S Hudson*
City Clerk

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

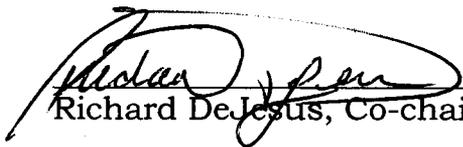
The Committee on Contracts begs leave to report; and recommends for adoption the following resolution:

***176-13 Consent Calendar**

RESOLVED, That the attached Professional Services Agreement with Gum Spirits Productions for Radio and Cable-Based Marketing Services, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS

Howard Austin Sr., Co-chair

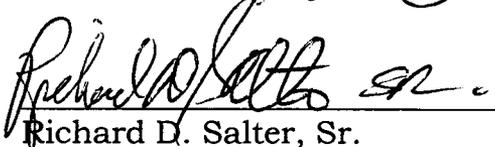


Richard DeJesus, Co-chair

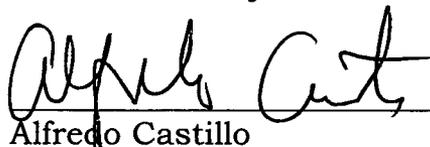


Susan T. Brannelly

James Holloway



Richard D. Salter, Sr.



Alfredo Castillo



Richard Paoletto

City Council: October 20, 2014

PROFESSIONAL SERVICES AGREEMENT
(Radio and Cable-Based Marketing)

THIS AGREEMENT between the parties dated the ____ day of _____, 2014 (the "Agreement") is hereby entered into between **Gum Spirits Productions, Inc.**, with offices at 400 Commercial St, Suite 201, Portland, ME 04102 (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 consulting and technical services in the creation of "Rediscover Bridgeport" theme that can highlight the successes of Bridgeporters and Bridgeport businesses to demonstrate the City's revitalization efforts; 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 sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Consultant to develop a positive narrative that highlights the successes of Bridgeporters and Bridgeport-based businesses to emphasize the reality that the City is in a period of revitalization by developing a campaign to be called "Rediscovery Bridgeport," as more particularly set forth and described in Schedule A attached hereto and made a part hereof (the "**Services**") and the Consultant's proposal dated July 19, 2014, which is incorporated herein by reference as if fully set forth herein ("**Proposal**"). The scope of work will include radio and cable television ads to be determined based upon the approved budget.

2. Term of Engagement. This Agreement shall commence immediately upon execution by both parties and shall continue in full force and effect until the earlier of i) the completion of Services according to this Agreement, ii) the earlier termination of this Agreement as provided herein, or iii) September 30, 2015 ("**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. The City may extend the term of this contract for up to six (6) months.

3. Record of Activities. The Consultant shall maintain records of the tasks performed in sufficient detail requested by the City, which records shall be submitted to the City monthly 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. All deadlines and target dates are TIME IS OF THE ESSENCE.

4. Compensation; Payment.

(a) The City agrees to compensate the Consultant, as follows:

Production Budget

Radio Production, per ad	\$2,500.00
Television Production, per ad	\$11,000.00
Travel (billed at cost) estimated	\$2,750.00
TV Management Fee, per ad	\$1,000.00
Radio Management Fee, per ad	\$500.00

This budget covers initial consultations, development of creative concept highlighting real stories of real people involving economic development, job creation, examples of quality of life, green energy initiatives, new park space, cultural activity, Bridgeport's history, and the like. The scope of work will be integrated with the City's other marketing efforts. The budget shall not exceed the sum of One Hundred Five Thousand (\$105,000.00) Dollars.

(b) The Consultant will submit its invoices with all backup documentation, activities conducted, reimbursable expenses with receipts, and the like, to the City on a monthly basis for the prior month's Services rendered on a monthly basis and any reimbursable expenses incurred, which invoices the City shall pay within 45 days of receipt of a complete invoice. Consultant will similarly invoice the City for all milestone fees with confirmation that milestone has been received, which the City shall pay within 45 days of a complete invoice.

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. The City owns all images, text, data, and the like provided by it to the Consultant. 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 proprietary and creative services, computer programs, and the like which are owned, created or furnished by Consultant and copyrighted, and Consultant provides these services to the City for the duration of this Agreement.

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. The parties will obtain each other's express, written permission prior to any disclosure of anything that may reasonably be believed to be Confidential Information. Notwithstanding the foregoing, should the City obtain a FOIA request and withholds the information upon Consultant's request, Consultant will bear the burden of proof and bear the cost of any and all proceedings challenging said information's exempt status. 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. 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.

9. 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 immediately upon dual execution of this Agreement 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 and will conform in all respects to the terms and conditions set forth in this Agreement.

(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 in the performance of its will not discriminate and acknowledges those obligations as set forth in the City's Municipal Code of Ordinances.

(k) The Consultant represents and warrants that it will make a good faith effort to offer accessible web hosting at all times. City acknowledges that there are times when certain services will be unavailable for reasons such as maintenance, repair, upgrade, etc. Consultant will use all reasonable efforts to limit those down times in duration and to lesser active times. City further acknowledges that these are circumstances which may be beyond the control of Consultant, and the temporary loss of such services will not amount to a reduction in the fees charged for web hosting. Any interruption of service, which prohibits browsing of the website for a period of three (3) consecutive days or more, will result in a pro-rata rebate to the City, which will be the sole and exclusive remedy to the City, absent termination. Consultant does not warrant that access to the website will be uninterrupted or error free. The exclusive remedy shall be, at the Consultant's option, (a) partial refund of fees paid, or (b) at its sole cost, to repair or replacement of the portion of the website that does not operate properly.

10. 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 it by law or equity.

(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.

11. 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:

Office of the Mayor
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, Second Floor
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.

12. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term. 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 thirty (30) calendar days of the receipt of notice of default. If such default cannot be cured or corrected within such 30-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.

13. 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, are subject to the following dispute resolution procedure:

- (a) **Initiation of Dispute Resolution Process.** In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this agreement, that a dispute continues to exist. The party giving such notice shall also forward a copy to the Chief Administrative Officer ("**Director**"), In care of 999 Broad Street, Bridgeport, Connecticut 06604. The notice shall set forth the nature of the dispute, the notifying party's position statement, and copies of documents supporting its position regarding the dispute. Within seven (7) calendar days after the date such notice is given, the other party shall file its position statement and supporting documents to the Director. Within five (5) working days after receipt of such reply, the Director shall review the matter, issue a written determination ("**Determination**"), and mail a copy thereof to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion.
- (b) **Litigation.** If either party is dissatisfied with the Determination, the dispute shall be resolved in a court located in Fairfield County, Connecticut having jurisdiction over the parties

14. 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.

15. 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.

16. 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.

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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.

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Certificates of Insurance & Endorsement—All policies will be evidenced by an original certificate of insurance **and an endorsement** delivered to the City and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate and endorsement 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 by policy endorsement 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 and policy endorsement. The City shall be designated in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns
ATIMA

Attention: Office of Planning and Economic Development
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999 Broad Street
Bridgeport, Connecticut 06604"

17. Nondiscrimination. 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, civil service 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.

18. Communications. All communications shall be made orally or in writing to Brett Broesder, Brett.Broesder@bridgeportct.gov, or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

19. 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. City and Consultant agree that the Services provided for in this Agreement provide for a complete and unified project and that individual project tasks may not be changed without changing the entire Agreement. However, Consultant may provide additional, optional services at the City's request.

(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: _____
Bill Finch
Mayor
duly-authorized

CONSULTANT

By: _____
Name:
Title:
duly-authorized

**SCHEDULE A
SCOPE OF WORK**

The Consultant will develop 4 – 5 radio ads depending on the budget with themes acceptable to the City.

The Consultant will develop 5 – 6 cable television ads depending on the budget.

The production values of the ads will be high, with unlimited rights to edit.

The best takes and b-roll, and often music, will be presented for review and feedback to reach the final edited piece.

The final versions will be generated in any format that the City requires, from online to DVD to broadcast, and will be delivered to the City or to the stations directly.

Agreement with City Attorney's Union, Local 1303-272,
Council #4 AFSCME, AFL-CIO regarding their
Bargaining Unit Contract.

Report
of
Committee
on
Contracts



Submitted: October 20, 2014

Adopted: _____

Attest: Fleeta E Hudson
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

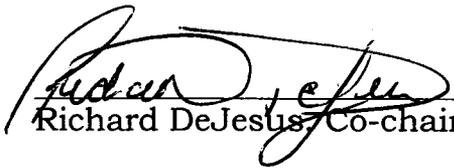
The Committee on Contracts begs leave to report; and recommends for adoption the following resolution:

173-13

RESOLVED, That the attached Collective Bargaining Agreement with City Attorney's Local 1303-272 Council #4, AFSCME, AFL-CIO, for the period of January 1, 2014 thru December 30, 2017, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

Howard Austin Sr., Co-chair

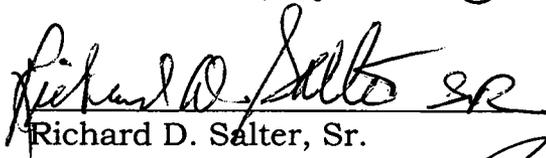


Richard DeJesus, Co-chair

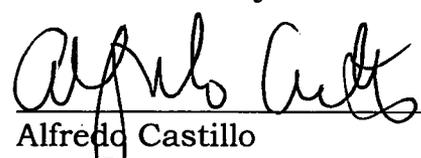


Susan T. Brannelly

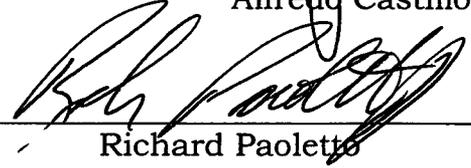
James Holloway



Richard D. Salter, Sr.



Alfredo Castillo



Richard Paoletto

City Council: October 20, 2014

**TENTATIVE AGREEMENT
BRIDGEPORT CITY ATTORNEY'S UNION LOCAL 1303-272, COUNCIL #4
AFSCME, AFL-CIO**

Article 39.1 Duration

39.1- All provisions of this agreement shall be effective as of the first (1st) day of January, 2014 and shall remain in full force and effect until the thirtieth (30th) day of December 2017.

Article 15- Wages

January 1, 2014- 3% but the increase does not commence until the concession is met which is estimated to be sometime in October 2014.

Jan. 1, 2015- 2.5%

Jan. 1, 2016- 2.5%

Jan 1, 2017- 2%

Article 24- Sick Leave

The language stays the same except the limit for sick days goes from 200 to 215.

Article 19 Health Benefits

All members of the bargaining unit hired after December 31, 2014 will not be entitled to post retirement health benefits. It is understood that all employees hired prior to December 31, 2014 shall be entitled to post retirement health benefits.*

Article 19.14-Health Benefits:

"Effective July 1, 2016, the parties agree to reopen the contract to bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the specific benefit for which it is seeking to reopen the agreement and the date on which the City learned of this issue.

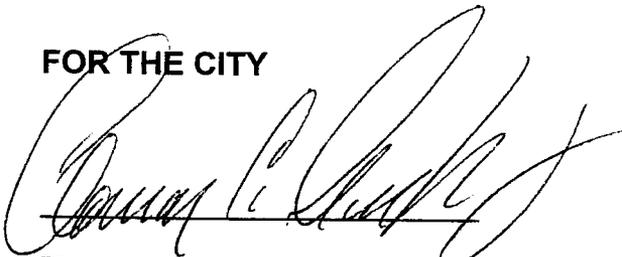
NEW -Article 40-City Attorney

Anyone holding the position of 'City Attorney' be it permanent or acting cannot and/or will not be a member of the Bridgeport City Attorney's Union. Local 1303-272, Council #4 AFSCME, AFL-CIO. Should the individual who assumes the position of City Attorney relinquish or be removed for reasons other than disciplinary from holding that position then in that event the employee may return to the position held prior to assuming the position of City Attorney and his/her membership within the Bridgeport City Attorney's Union. It is understood that if said individual returns to the bargaining unit the time spent as City Attorney will be counted towards his/her seniority as a member of the bargaining unit.

NEW LANGUAGE- ARTICLE -DIRECT DEPOSIT:

Effective upon approval of this TA all City Attorney's will have and maintain direct deposit for payroll purposes

FOR THE CITY



Thomas C. Austin, Senior Labor

Relations Officer

9-30-14

DATE

FOR THE UNION



John R. Mitola, President

9/30/14

DATE