

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, DECEMBER 21, 2020

7:00 p.m.

This meeting will be conducted by teleconference.

The public may listen into this meeting by calling the following conference line and then entering the conference code:

**Dial-In Number: (929) 436-2866
Meeting ID: 381 083 245**

ADDED:

ITEMS FOR IMMEDIATE CONSIDERATION:

- 07-20** Communication from Finance re: Grant Submission: State of Connecticut Office of Policy and Management – Coronavirus Relief Fund Municipal Program Grant (CRF) for COVID-19 Eligible Expenses, **FOR IMMEDIATE CONSIDERATION.**

(Special Note: All items listed on the agenda can be found on the City Clerk's website within 24 hours of meeting: City Council Agendas/Minutes; City Council; 2020-2021; Full/Minutes/Size; 2020-12-21 pdf)

AGENDA

CITY COUNCIL MEETING

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Dial-In Number: (929) 436-2866

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Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: November 16, 2020

ITEMS FOR IMMEDIATE CONSIDERATION:

- 03-20** Communication from Board of Education re: Grant Submission: State of Connecticut Office of Early Childhood – School Readiness Grant Quality Enhancement Program, **FOR IMMEDIATE CONSIDERATION.**
- 05-20** Resolution presented by Council President Nieves re: Proposed Resolution approving the City Council President issuing her December 16, 2020 letter to the City Council Membership to provide clear and timely advance notice that henceforth improper, inappropriate, disruptive and/or disorderly behavior that violates the City Charter, Ordinances, Council's Rules of Order and/or any other governing legal authority will no longer be tolerated and will be subject to disciplinary action as appropriate, **FOR IMMEDIATE CONSIDERATION.**
- 06-20** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Transportation – DUI Enforcement Program (#21317), **FOR IMMEDIATE CONSIDERATION.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 04-20** Communication from City Attorney re: Pursuant to Resolution No. 152-19 Requesting Legal Assistance from the City Attorney's Office. **(For Informational Purpose Only – No Action to be Taken)**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *02-20** Budget and Appropriations Committee Report re: Budget Transfer to Fiscal Year 2020-2021 General Fund Budget From: Citywide Contingency Account #01610000-57005 (\$560,000) To: Airport Department Public Safety Equipment Account #01375000-55175 (\$560,000) for the purpose of replacing damaged components of the Engineered Materials Arresting System (EMAS) associated with Runway 6 located at Sikorsky Memorial Airport.
- *198-19** Contracts Committee Report re: On-call Bridge Inspection and Structural Engineering Professional Services Agreement with RHS Consulting Design, LLC; A. DiCesare Associates, P.C. and Wengell McDonnell & Costello, Inc.

UNFINISHED BUSINESS:

- 204-19** Miscellaneous Matters Committee Report re: Workers' Compensation Stipulation in the Matter of Robert Sapiro, **DENIED**.

(Special Note: All items listed on the agenda can be found on the City Clerk's website within 24 hours of meeting: City Council Agendas/Minutes; City Council; 2020-2021; Full/Minutes/Size; 2020-12-21 pdf)

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 21, 2020 AT 6:30 P.M. THIS MEETING WILL BE CONDUCTED BY ZOOM/TELECONFERENCE. THE FOLLOWING NAMED PERSON MAY DIAL INTO THIS MEETING TO SPEAK BY CALLING THE FOLLOWING CONFERENCE LINE AND THEN ENTERING THE CONFERENCE CODE:

DIAL-IN NUMBER#: (929) 436-2866
MEETING ID#: 381 083 245

NAME	SUBJECT
Maria Pereira 206 Bradley Street Bridgeport, CT 06610	Open, honest & transparent governance, conduct of M. Valle & M. Brown in their capacity as co-chairs, etc.
Alexandria Heredia 63 Alanson Road Bridgeport, CT 06607	Defunding Police.
Victoria Majewski 378 Willow Street Bridgeport, CT 06610	Defund the Police.
Jazmarie Melendez 316 East Pasadena Place Bridgeport, CT 06610	Defunding Police.
Julissa Santiago 432 Brooks Street Bridgeport, CT 06608	Defunding Police.
Jorge Berrios 492 Noble Avenue Bridgeport, CT 06608	Defunding Police.
Mikaela Adams 1232 Reservoir Avenue Bridgeport, CT 06606	Defund Police.
Byron Bigelow 1232 Reservoir Avenue Bridgeport, CT 06606	Defund Police.

CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
MONDAY, DECEMBER 21, 2020

6:30 P.M.

This meeting was conducted by Zoom/Teleconference.

CALL TO ORDER

Council President Nieves called the Public Speaking portion of the meeting to order at 6:34 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

- 130th District: Scott Burns, Matthew McCarthy
- 131st District: Denese Taylor-Moye, Jorge Cruz
- 132nd District: Marcus Brown, M. Evette Brantley
- 133rd District: *Michael DeFilippo*, Jeanette Herron
- 134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
- 135th District: *Rosalina Roman-Christy*, Mary McBride-Lee
- 136th District: *Alfredo Castillo*, Avelino Silva
- 137th District: Maria Valle, Aidee Nieves
- 138th District: Maria Pereira, Samia Suliman
- 139th District: Eneida Martinez, Ernest Newton

RECEIVED
CITY CLERKS OFFICE
20 DEC 30 PM 2:39
ATTEST
CITY CLERK

During the roll call, there appeared to be no response from the individuals whose names are listed in italics.

Council President Nieves announced that there was a 3 minute time limit for each speaker.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 21, 2020 AT 6:30 P.M.:

<u>NAME</u>	<u>SUBJECT</u>
Maria Pereira 206 Bradley Street Bridgeport, CT 06610	Open, honest & transparent governance, conduct of M. Valle & M. Brown in their capacity as co-chairs, etc.

STATEMENT OF CITY COUNCIL MARIA PEREIRA TO CITY COUNCIL ON
DECEMBER 21, 2020

I JUST WANT TO PLACE ON THE RECORD THAT ANYONE ENGAGED IN ORCHESTRATING SECRET MEETINGS WHERE MEMBERS OF THE PRESS AND PUBLIC ARE PROHIBITED FROM PARTICIPATING SHOULD NOT THEN CLAIM TO BE COMMITTED TO OPEN AND TRANSPARENT GOVERNMENT BECAUSE YOU JUST HAVE NO CREDIBILITY. THIS SECRET COMMITTEE ON POLICE FUNDING, REFORM AND ACCOUNTABILITY INCLUDES BRIDGEPORT GENERATION NOW THAT HAS CONSTANTLY AND PUBLICLY PREACHED ABOUT OPEN, HONEST AND TRANSPARENT GOVERNMENT INCLUDING DURING THE NATIONAL CHIEF OF POLICE SEARCH. PRACTICE WHAT YOU PREACH.

ON NOVEMBER 19, 2020, I ATTENDED A MEETING OF THE SCHOOL BUILDING COMMITTEE BEING CHAIRED BY CITY COUNCIL MEMBER MARCUS BROWN.

WHEN I RAISED MY HAND TO BE RECOGNIZED VIA ZOOM TO SPEAK ON A MATTER BEFORE THE COMMITTEE; MARCUS BROWN REFUSED TO RECOGNIZE ME. AS TO NOT DISRUPT THE MEETING I TEXTED HIM AND ASKED WHY HE WAS REFUSING TO RECOGNIZE ME AS A MEMBER OF THE CITY COUNCIL. HE RESPONDED WITH AND I QUOTE,"MEMBERS OF THE PUBLIC ARE NOT ALLOWED TO SPEAK. THIS IS NOT A COMMITTEE OF THE COUNCIL SO BEING A COUNCIL MEMBER DOES NOT INCLUDE COMMENT." I RESPONDED WITH, "THE SCHOOL BUILDING COMMITTEE IS A CREATION OF THE CITY COUNCIL BY STATE STATUTE." COUNCILMAN BROWN RESPONDED WITH," THIS COMMITTEE IS NOT A COMMITTEE OF THE CITY COUNCIL THEREFORE THE COUNCIL RULES, WHICH IS THE RULE THAT ALLOWS COUNCIL MEMBERS TO SPEAK DO NOT GOVERN THIS COMMITTEE. ..."

I DECIDED TO DO WHAT I DO BEST; I RESEARCHED THE MATTER WITH SIGNIFICANT ASSISTANCE FROM MY MENTOR , THE HONORABLE CARMEN LOPEZ.

CHAPTER 5-CITY COUNCIL, SECTION 5(g) (2) STATES "NO PERSON WHILE HOLDING OFFICE AS A MEMBER OF THE CITY COUNCIL SHALL BE A MEMBER OF ANY OF THE BOARDS OF THE CITY..." WHICH MEANS ANY COMMITTEE A CITY COUNCIL MEMBER SERVES ON AS A VOTING MEMBER IS CLEARLY A COMMITTEE OF THE CITY COUNCIL.

CONNECTICUT GENERAL STATUTES SECTION 10-291 AUTHORIZES THE LEGISLATIVE BODY OF MUNICIPALITIES TO ESTABLISH SCHOOL BUILDING COMMITTEES.

ON MAY 4, 1981, THE CITY COUNCIL APPROVED A SCHOOL BUILDING COMMITTEE PURSUANT TO STATE STATUTE.

ON APRIL 2, 2001, THE CITY COUNCIL APPROVED BY-LAWS FOR THE SCHOOL BUILDING COMMITTEE AS REVIEWED AND APPROVED BY THE OFFICE OF THE CITY ATTORNEY. THE CITY COUNCIL PRESIDENT IS PROHIBITED FROM SERVING ON THE COMMITTEE AS THEY SERVE AS THE ALTERNATE WHICH IS NO DIFFERENT THAN EVERY OTHER CITY COUNCIL COMMITTEE. THE ONLY OFFICERS ARE THE PRESIDENT AND VICE-PRESIDENT OF THE COMMITTEE WHICH ARE THE TWO ASSIGNED CITY COUNCIL MEMBERS WHO SERVE AS CO-CHAIRS. THE BYLAWS SPECIFICALLY STATES THE BYLAWS MAY ONLY BE AMENDED BY THE CITY COUNCIL.

ON NOVEMBER 5, 2007, THE CITY COUNCIL APPROVED A MISCELLANEOUS MATTER COMMITTEE REPORT APPROVING THE PROPOSED BY-LAWS CHANGES; THE AMENDED BY-LAWS ARE ATTACHED TO THE REPORT.

COUNCILMAN BROWN TEXTED ME "YOU COULDN'T BE MORE INCORRECT," WHEN I REPEATEDLY ASSERTED THE SCHOOL BUILDING COMMITTEE WAS A CITY COUNCIL COMMITTEE, HOWEVER I SENT ALL THE SUPPORTING DOCUMENTATION TO ALL MY COLLEAGUES, THEREFORE IT APPEARS COUNCILMAN BROWN WAS THE ONE THAT "COULDN'T BE MORE INCORRECT."

GOING FORWARD, REGARDLESS OF OUR PERSONAL FEELINGS TOWARDS EACH OTHER; WHEN WE ARE PERFORMING OUR DUTIES IN OUR OFFICIAL CAPACITY AS CITY COUNCIL MEMBERS WE ARE REQUIRED AND RESPONSIBLE FOR PUTTING PERSONAL DIFFERENCES ASIDE AND RESPECTING OUR COLLEAGUES AS EQUALS WITH ALL THE RIGHTS THAT ENTAILS.

Alexandria Heredia

63 Alanson Road
Bridgeport, CT 06607

Defunding Police.

Ms. Heredia said that she was here to discuss defunding the police, which has been discussed many times with the Council members. She stated that Council Member Pereira had noted that redirecting the Police funding they would still be running at full capacity. She did not understand why people were opposed to defunding the police and re-invest the money in the community. [Inaudible followed by loss of call]

Victoria Majewski

378 Willow Street
Bridgeport, CT 06610

Defund the Police.

Ms. Majewski said that she was actively involved with Justice for Jason and had helped facilitate providing the mental health resources for the community. At the public forum, she had stated that the healing starts by investing in the community rather than the police. The Connecticut ACLU had released a study indicating that 77% of the voters were in favor of taking \$50 million dollars from the Police Department and redirecting funds to the community. This would still leave the Police Department with over \$52 million dollars, the highest budget in the State not including the extra \$100 million they get in overtime. Justice for Jason is actually speaking for what the majority of Bridgeport residents have indicated they want.

She said she was ashamed of how the City Council handled issues from the community and had several articles about handling mental illness successfully. The experts are in favor of a Total Continuity of Care approach that addresses all the areas that people need help, not just quick fix solutions. Training the police in crisis intervention or separate programs that try to help to divert them has statistically been proved to fail. She said that the mentally ill don't have access to safe and affordable housing. Investing in the community includes food security, the public school system, safe and affordable housing, and responding to mental health issues that don't involve the police. Just asking for training reform for the police is a scapegoat demand. She added that if the Council did not listen to them, they will be voted out. The Police are not the judge and

executioners. They cannot just run around murdering people in the community without repercussions.

Jazmarie Melendez
316 East Pasadena Place
Bridgeport, CT 06610

Defunding Police.

Ms. Melendez said that she has lived in Bridgeport for all 22 years of her life. She said that she was the sister of Jason Negrón, who was murdered by a Bridgeport Police Officer. She announced that if the Council Members pointed out that Jason Negrón was involved in committing a crime, then they were complicit in committing murder. A crime, let alone a misdemeanor does not give the officers the right to pull a trigger. Jason was just one of the many names of the people killed by the Bridgeport Police Department. There are officers who were directly connected to multiple murders, cases of brutality, cases of rape, cases of drinking and driving, cases of fraud, domestic violence and working for the Police Department.

When Council Members like Council Member McBride-Lee said that the City had a pretty good department and the people in the community are the agitators, she needs to check her information. Justice for Jason Negrón, justice for [inaudible] Cooper, justice for Ryan Stokes, justice for Carlos Williams, justice for Fred Rick Devon, justice for Demar Mauro, justice for Raylin George, and justice for [inaudible] which are just some names, the Council needs to think about the fact that the Chief of Police has been arrested by the FBI and indicted.

No one is using Ms. Melendez's grief for anything other than highlighting the fact that Jason's life is going to stand for [inaudible] in the City of Bridgeport, firing the officer and defunding the police department. When people say that the movement behind George Floyd [inaudible] they need to look at the fact that the organizers [inaudible] commit City funding to the Police department [inaudible]. She said that she was aware that all the Council Members were connected to Mayor Ganim's corruption, so she wanted to state that they would not be leaving the power in the Council's hands. They need a real City Council, not a Council filled with individuals that are worried about their personal gain and Council President Nieves' illegal Committee that needs to be shut down because not one person cares [inaudible] about their personal gain. They want a committee that is concerned about the City because all the members are corrupt. They need all new members of the Police Commission Board and to fire a bunch of officers that are harming the community. They need to invest in the community and that will curb the violence. That will not gentrify the City but how the residents will gain power.

Julissa Santiago
432 Brooks Street
Bridgeport, CT 06608

Defunding Police.

Ms. Santiago said that she was a 22-year resident of Bridgeport and a member of Justice for Jason. She stated that she had seen the majority of the City Council Members stand against anything that includes the words "Jason" or "Justice". She said she did not understand why seeking justice for a 15 year old boy was a problem when it addresses corruption that runs deeper than Jason's life. When the group speaks about Justice for Jason, it goes beyond just firing the

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officer involved. The system cannot give them true justice for Jason but they can reduce the problems in the community.

The first move would be to defund the Bridgeport Police Department. The community is not safer because of the police. Safe communities exist where people live above the poverty line, the elected officials are rooted in the needs of the community and the money is reallocated to human resources because the residents have food and health security. The City Council should be leading this change or step aside for others to take charge.

Jorge Berrios
492 Noble Avenue
Bridgeport, CT 06608

Defunding Police.

There was no response from Mr. Berrios when his name was called to speak.

Mikaela Adams
1232 Reservoir Avenue
Bridgeport, CT 06606

Defund Police.

Ms. Adams said that during the past six months, the Council Members have been working against the community. Promises were made and then broken, lies were told and corruptions took place. As a resident of Bridgeport for the past 26 years, her entire life, it is starting to become evident why the City is the way it is. The majority of the people on the Committee utilize their positions for their own gain, whether it be a job for a family member or protection from the police.

Both Council Members Eneida Martinez and Mary McBride-Lee stated that they rely on the police but they can't speak for the hundreds of residents who call for help where the police never show. While the Bridgeport Police Department is riding by Council Members' homes to make sure they're safe, others who need protection and also contribute to their salaries are the ones that are dying. The black and brown people are the ones being brutalized and murdered. The majority of these men and women don't resemble Bridgeport. Many people work here but have no clue how to handle people in the street, like Jason Negron, a 15-year-old boy who drove 100 feet down a one way street. The white male officer from Ansonia was enraged by Jason's brown body and opened the driver's side door and killed him. Yet a 15-year-old white boy from Stamford who stole a dump truck and took the police on a high-speed chase and lived to tell about it. The officers don't need more training because it has been psychologically proven that the practice is to incarcerate and punish by any means necessary. More times than not, they will use force and murder over de-escalation. The officers have quotas to meet, which means that they are more aggressive with traffic stops.

Maria Pereira brought up a very [inaudible] about officers being arrogant and rude. As a child, Ms. Adams said she was met with curse words and disrespectful remarks on many occasions.

Council President Nieves informed Ms. Adams her time was up. Ms. Adams continued to talk over Council President Nieves.

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Byron Bigelow
1232 Reservoir Avenue
Bridgeport, CT 06606

Defund Police.

Mr. Bigelow started to speak and said that he would like to explain what they mean when they mention defunding the police.

Another speaker claiming to be Byron Bigelow took over the call. He said that he was going to be rude and disrespectful and cut everyone off like the Council Members do. Council President Nieves said that the first speaker had claimed to be Mr. Bigelow before the second speaker interrupted. She warned the second speaker that if he indulged in attacking personalities, she would stop him from speaking.

The speaker claimed that Council Member McBride-Lee claimed something. At the end of the day, it comes down to right or wrong. he can't vouch for half of the City Council. McCarthy is his man and Pereira is his new homie. Everyone else can all go. They are coming for the Council Members' seats, the rest of the Council will be gone. They will occupy this Council until they find someone who can do the job. You're not doing the right thing for the people the speaker claimed. You have your own agendas. You do things to benefit you and your families. That's not how it goes. This is the City Council, stop doing things for your own benefit. It has to stop now. The Chief of Police has gone and Mayor Ganim has been too quiet. There are kids dying in the street and the Mayor has not said anything.

At the end of the day, your time is up. We are not politicians, we don't care about being political. We occupy space just like we did in front of the Police Department. We are occupying this space of the City Council until we find somebody more suitable for these positions. Thank you and have a good one. I gotta go.

Alexandria Heredia
63 Alanson Road
Bridgeport, CT 06607

Defunding Police.

Ms. Heredia was able to rejoin the call.

Ms. Heredia said that the Police Department utilizes the power that the Council gives to them but the community wants that power back. The Police Department has murdered multiple people starting with Jason Negrón, [inaudible] Cooper, Jonathan Mosely, [inaudible] Williams and many more. They have brutalized our community and criminalized us with no basis. When they speak on the divestment of the police, know that it includes the re-investment in education, health care, along with safe housing and the termination of every officer who murdered or brutalized someone starting with the officer who killed Jason Negrón. Many of the Council have heard our demands but our intention is work on the entire list for the safety of the community. The Bridgeport Police Department has never protected the safety of the community.

In order to fulfill these demands, they will not allow the City Council to have de facto meetings to talk about divesting the Police without the same people who are causing the havoc and

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allowing the police to get away with murder. The Police have murdered community members including children and been unjust towards the community with Police terror. This includes the thousands who have been watched, harassed, arrested and knocked down. They do this every day. These are some of the ways they use the system of policing. They do not protect the community. They only show up after the fact. Community mobility begins and ends with us, so the Council needs to think about their intentions because it is clear the Council is investing in keeping the Police Department as it is because they only serve and protect the Council.

ADJOURNMENT

Council President Nieves adjourned the public speaking at 6:58 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, DECEMBER 21, 2020

7:00 P.M.

This meeting was conducted by teleconference.
The public was able to listen to this meeting by calling a conference line.

CALL TO ORDER

Mayor Ganim called the Regular Meeting of the City Council to order at 7:04 p.m. He wished everyone Happy Holidays.

PRAYER

Mayor Ganim asked Council Member Brantley to lead the Council in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim asked Council Member Cruz to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

The City Clerk called the roll.

130th District: Scott Burns, Matthew McCarthy
131st District: Denese Taylor-Moye, Jorge Cruz
132nd District: Marcus Brown, M. Evette Brantley
133rd District: Michael DeFilippo, Jeanette Herron
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Rosalina Roman-Christy, Mary McBride-Lee
136th District: Alfredo Castillo, Avelino Silva
137th District: Maria Valle, Aidee Nieves
138th District: Maria Pereira, Samia Suliman
139th District: Eneida Martinez, Ernest Newton

MINUTES FOR APPROVAL:

Approval of City Council Minutes: November 16, 2020

**** COUNCIL MEMBER BRANTLEY MOVED THE MINUTES OF NOVEMBER 16, 2020.**

**** COUNCIL MEMBER BURNS SECONDED.**

Council Member Suliman said that she had been marked absent for the Public Speaking on November 16, 2020.

**** THE MOTION TO APPROVE THE MINUTES OF NOVEMBER 16, 2020 AS CORRECTED PASSED UNANIMOUSLY.**

ITEMS FOR IMMEDIATE CONSIDERATION:

03-20 Communication from Board of Education re: Grant Submission: State of Connecticut Office of Early Childhood – School Readiness Grant Quality Enhancement Program, FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER BRANTLEY MOVED TO APPROVE IMMEDIATE CONSIDERATION OF AGENDA ITEM 03-20 COMMUNICATION FROM BOARD OF EDUCATION RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF EARLY CHILDHOOD – SCHOOL READINESS GRANT QUALITY ENHANCEMENT PROGRAM.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira said it was a \$5 million dollar grant. She said that there a number of items on the agenda that were not going to committee for approval.

Council Member Lyons asked what the emergency basis was for the requirement for Immediate Consideration. She said they had been presented with numerous Emergency Consideration proposals lately.

Mayor Ganim said that an Emergency Consideration usually involved time sensitivity. Ms. DeJesus said that the item was submitted from the Board of Education.

Ms. Lee Helmerich from the BOE Office of Early Childhood gave a brief summary of the grant. The grant was not released until after the School Readiness Grant was already underway. The OEC wanted to ensure they could fill the slots. Ms. Helmerich said that they processed it as quickly as possible and would not be able access the funding without a signed letter.

Council Member Pereira wanted to know how this grant could be presented when it did not go through the BOE. Ms. Helmerich said that the funding comes from the Office of Early Childhood and the BOE does not have control over the funds.

Council Member Brantley called the question.

**** THE MOTION TO APPROVE IMMEDIATE CONSIDERATION OF AGENDA ITEM 03-20 COMMUNICATION FROM BOARD OF EDUCATION RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF EARLY CHILDHOOD – SCHOOL READINESS GRANT QUALITY ENHANCEMENT PROGRAM PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, VIZZO-PANICCIA, LYONS,**

MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).

****COUNCIL MEMBER NEWTON MOVED TO APPROVE AGENDA ITEM 03-20 COMMUNICATION FROM BOARD OF EDUCATION RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF EARLY CHILDHOOD – SCHOOL READINESS GRANT QUALITY ENHANCEMENT PROGRAM.**

****COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION TO APPROVE IMMEDIATE CONSIDERATION OF AGENDA ITEM 03-20 COMMUNICATION FROM BOARD OF EDUCATION RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF EARLY CHILDHOOD – SCHOOL READINESS GRANT QUALITY ENHANCEMENT PROGRAM PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

05-20 Resolution presented by Council President Nieves re: Proposed Resolution approving the City Council President issuing her December 16, 2020 letter to the City Council Membership to provide clear and timely advance notice that henceforth improper, inappropriate, disruptive and/or disorderly behavior that violates the City Charter, Ordinances, Council’s Rules of Order and/or any other governing legal authority will no longer be tolerated and will be subject to disciplinary action as appropriate, FOR IMMEDIATE CONSIDERATION.

**** COUNCIL PRESIDENT NIEVES MOVED FOR IMMEDIATE CONSIDERATION OF AGENDA ITEM 05-20 RESOLUTION PRESENTED BY COUNCIL PRESIDENT NIEVES RE: PROPOSED RESOLUTION APPROVING THE CITY COUNCIL PRESIDENT ISSUING HER DECEMBER 16, 2020 LETTER TO THE CITY COUNCIL MEMBERSHIP TO PROVIDE CLEAR AND TIMELY ADVANCE NOTICE THAT HENCEFORTH IMPROPER, INAPPROPRIATE, DISRUPTIVE AND/OR DISORDERLY BEHAVIOR THAT VIOLATES THE CITY CHARTER, ORDINANCES, COUNCIL’S RULES OF ORDER AND/OR ANY OTHER GOVERNING LEGAL AUTHORITY WILL NO LONGER BE TOLERATED AND WILL BE SUBJECT TO DISCIPLINARY ACTION AS APPROPRIATE.**

Council President Nieves said that they had requested information from the City Attorney’s Office back in August. There have been many requests to address the disrespect and disruptive behavior in the Council. This will be a clean slate and disruptive behaviors will no longer be tolerated. A letter has been sent out regarding this. It is time for everyone to be held accountable.

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Mayor Ganim said that the reason that this was for Immediate Consideration because this was the last meeting of the year.

Council Member Pereira repeated that this had never been referred to the City Attorney because there was no vote called for. She said that this was illegal. The new City Council year had already started in December and this was a crazy letter from City Attorney Meyer.

Council Member Lyons said that in December, a Governance Committee was set up and she felt this item should be referred to them rather than having it as an Emergency Consideration. This would allow it to be considered properly and discuss the letter from the City Attorney.

Council Member Lyons said that she had mentioned in November, there should be a letter issued before any disciplinary actions are taken. This needs to be done properly because it has become such an issue. She will not be voting for it tonight.

Council Member McCarthy said he basically agreed with the previous two speakers and did not see the need for emergency consideration.

Council Member Newton reminded everyone that he had served in the State House of Representatives and on the Council. He never had witnessed the kind of behavior he has witnessed on the Council. While he believes in Freedom of Speech, people do not have the right to run people down. The Council Rules states that if a Council member disrespects another Council Member, they need to apologize at that meeting or the following one. This Council has crossed the line too many times and it has to stop.

Council Member Newton said that he had served on the Council for four years and never had Mayor Ganim or Mr. Testo pick up the phone and tell him how to vote. That's just a conspiracy theory. He asked the Council to approve this item for Immediate Consideration so that they would have stronger rules.

Council Member DeFilippo said that it was another five minutes he had lost. This was garbage leadership. He will not support this and wanted a roll call vote.

Council Member Brantley said that she would like a roll call vote. She will support item. Council Member Herron moved the question.

**** THE MOTION TO APPROVE IMMEDIATE CONSIDERATION OF AGENDA ITEM 05-2020 RESOLUTION PRESENTED BY COUNCIL PRESIDENT NIEVES RE: PROPOSED RESOLUTION APPROVING THE CITY COUNCIL PRESIDENT ISSUING HER DECEMBER 16, 2020 LETTER TO THE CITY COUNCIL MEMBERSHIP TO PROVIDE CLEAR AND TIMELY ADVANCE NOTICE THAT HENCEFORTH IMPROPER, INAPPROPRIATE, DISRUPTIVE AND/OR DISORDERLY BEHAVIOR THAT VIOLATES THE CITY CHARTER, ORDINANCES, COUNCIL'S RULES OF ORDER AND/OR ANY OTHER GOVERNING LEGAL AUTHORITY WILL NO LONGER BE TOLERATED AND WILL BE SUBJECT TO DISCIPLINARY ACTION AS APPROPRIATE PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES,**

VALLE, SULIMAN, MARTINEZ, AND NEWTON) AND FOUR (4) OPPOSED (MCCARTHY, DEFILIPPO, LYONS AND PEREIRA).

**** COUNCIL MEMBER HERRON MOVED TO APPROVE AGENDA ITEM 05-2020 RESOLUTION PRESENTED BY COUNCIL PRESIDENT NIEVES RE: PROPOSED RESOLUTION APPROVING THE CITY COUNCIL PRESIDENT ISSUING HER DECEMBER 16, 2020 LETTER TO THE CITY COUNCIL MEMBERSHIP TO PROVIDE CLEAR AND TIMELY ADVANCE NOTICE THAT HENCEFORTH IMPROPER, INAPPROPRIATE, DISRUPTIVE AND/OR DISORDERLY BEHAVIOR THAT VIOLATES THE CITY CHARTER, ORDINANCES, COUNCIL'S RULES OF ORDER AND/OR ANY OTHER GOVERNING LEGAL AUTHORITY WILL NO LONGER BE TOLERATED AND WILL BE SUBJECT TO DISCIPLINARY ACTION AS APPROPRIATE.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Pereira said that she did not understand the point of the letter and [inaudible] analysis by the City Attorney [inaudible] by the State of Connecticut [inaudible] removed by [inaudible] Ordinance [inaudible] removing appointed officials. Clearly the Mayor has the authority to remove [inaudible] Connecticut Supreme Court has already ruled that you cannot remove an elected official [inaudible] based on your behavior, regardless, ratify the letter [inaudible] does not speak to the fact to a City Ordinance that [inaudible] remove an elected official. I keep telling you that [inaudible] That's just politics and the most protected speech is political speech.

Council Member McCarthy asked if a City Attorney was on the call. Council President Nieves said that she believed that Attorney Anastasi was present on the call.

Attorney Anastasi said that the City Attorney's letter speaks for itself and was not a threatening letter. If there is a question at any point, where there was to be charges brought against a Council Member, it was intended to educate the elected representatives.

Council Member McCarthy asked what the disciplinary actions would be. Attorney Anastasi said that it would depend on the action and what the facts were. There are provisions for sanction, but CT does not have the ability to recall an elected official. The goal is to have a functioning body. It is the Council Membership itself that would police itself. There is a difference between vigorous debate and insulting one another.

Council Member McCarthy said everyone would have to be held accountable. He said that he would be voting for it but wished that the item had been brought to Committee.

Council Member Lyons said that she agreed with Council Member McCarthy about having order in the meetings. She said she believes that one month would not make a difference to discuss the proper thing to do in order to do it correctly. When they are in a hurry, mistakes are made and it causes problems down the line. The Council needs to abide by their own Rules. She asked why they should have the Governance Committee if they do things from the floor anyway.

Council Member Herron said she had been adamant when the Council meetings have gotten out of control. She said that she would support this. If the Governance Committee wants to address this, they can. There is already a Council Rule Book and Roberts Rules addresses the general practices.

Council Member Newton said that the document gives the Council latitude and discretion about disciplining Council Members. The Council Members often don't pay attention to the Council Rules. This lets Council members know they mean business.

Council Member Burns said that he likes most of what has been presented. He said that he would like more time to digest the item.

****COUNCIL MEMBER BURNS MOVED TO AMEND THE DOCUMENT AND REFER IT TO THE GOVERNANCE COMMITTEE.**

**** COUNCIL MEMBER PEREIRA SECONDED.**

Council Member Herron requested a roll call.

Mayor Ganim said that he was unsure whether it could be taken off Immediate Consideration. Discussion followed as to the status of the item.

**** THE MOTION TO APPROVE AGENDA ITEM 05-20 RESOLUTION PRESENTED BY COUNCIL PRESIDENT NIEVES RE: PROPOSED RESOLUTION APPROVING THE CITY COUNCIL PRESIDENT ISSUING HER DECEMBER 16, 2020 LETTER TO THE CITY COUNCIL MEMBERSHIP TO PROVIDE CLEAR AND TIMELY ADVANCE NOTICE THAT HENCEFORTH IMPROPER, INAPPROPRIATE, DISRUPTIVE AND/OR DISORDERLY BEHAVIOR THAT VIOLATES THE CITY CHARTER, ORDINANCES, COUNCIL'S RULES OF ORDER AND/OR ANY OTHER GOVERNING LEGAL AUTHORITY WILL NO LONGER BE TOLERATED AND WILL BE SUBJECT TO DISCIPLINARY ACTION AS APPROPRIATE PASSED WITH FOURTEEN (14) IN FAVOR (CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, MARTINEZ AND NEWTON) AND FIVE (5) OPPOSED (BURNS, MCCARTHY, DEFILIPPO, LYONS AND PEREIRA) AND ONE (1) ABSTENTION (SULIMAN).**

06-20 Communication from Central Grants re: Grant Submission: State of Connecticut Department of Transportation – DUI Enforcement Program (#21317), FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER HERRON MOVED FOR IMMEDIATE CONSIDERATION OF AGENDA ITEM 06-20 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION – DUI ENFORCEMENT PROGRAM (#21317).**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Ms. DeJesus said that the item was a time sensitive matter. The City was invited to participate but the grant requires the Mayor's signature on the documents.

Council Member Burns asked if the grant funding would cover the fringes and overtime. Ms. DeJesus said that it would.

Council Member Pereira said that she was voting against this because this would allow the Mayor to sign contracts or amendments without the Council approval.

Council Member Valle asked about the breathalyzer tests and why they were spending more money on it. Ms. DeJesus said that they need to upgrade the equipment. Council Member Valle said that she did not buy the explanation that they needed to upgrade.

Council Member McCarthy asked when the grant was made available. Ms. DeJesus said that it became available 3 weeks ago. If they applied during the regular cycle, the patrols would not have the DUI patrol.

Council Member Silva asked what would happen if the grant funding was not available to the officers. Mayor Ganim said that they would just continue as they have been doing.

Council Member Brown asked where the DUI set ups would be. Ms. DeJesus listed a number of streets where there would be patrols.

**** THE MOTION FOR IMMEDIATE CONSIDERATION OF AGENDA ITEM 06-20 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION – DUI ENFORCEMENT PROGRAM (#21317) PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**** COUNCIL MEMBER BRANTLEY MOVED TO APPROVE AGENDA ITEM 06-20 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION – DUI ENFORCEMENT PROGRAM (#21317)**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEM 06-20 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION – DUI ENFORCEMENT PROGRAM (#21317)) PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BRANTLEY, HERRON, DEFILIPPO, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ, AND NEWTON) AND TWO (2) OPPOSED (BROWN AND PEREIRA).**

07-20 Communication from Finance re: Grant Submission: State of Connecticut Office of Policy and Management – Coronavirus Relief Fund Municipal Program Grant (CRF) for COVID-19 Eligible Expenses, FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER BRANTLEY MOVED FOR IMMEDIATE CONSIDERATION OF AGENDA ITEM 07-20 COMMUNICATION FROM FINANCE RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT – CORONAVIRUS RELIEF FUND MUNICIPAL PROGRAM GRANT (CRF) FOR COVID-19 ELIGIBLE EXPENSES.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Pereira cited the Charter and the City Council Rules regarding the fact that items for Immediate Consideration had to submit the item by a certain time. This item arrived late.

Mr. Flatto said that they had received a resolution last summer and the State indicated that they wanted to hear from the City

**** THE MOTION FOR IMMEDIATE CONSIDERATION OF AGENDA ITEM AGENDA ITEM 07-20 COMMUNICATION FROM FINANCE RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT – CORONAVIRUS RELIEF FUND MUNICIPAL PROGRAM GRANT (CRF) FOR COVID-19 ELIGIBLE EXPENSES PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**** COUNCIL MEMBER BRANTLEY MOVED TO APPROVE AGENDA ITEM AGENDA ITEM 07-20 COMMUNICATION FROM FINANCE RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT – CORONAVIRUS RELIEF FUND MUNICIPAL PROGRAM GRANT (CRF) FOR COVID-19 ELIGIBLE EXPENSES.**

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Pereira said that this was over \$5.5 million dollars in funding with no details as to how it would be spent and the Mayor would be authorized to sign documents without Council approval.

Council Member Burns pointed out this was money that the City has been spending regarding COVID-19.

Council Member Newton thanked the State for releasing the \$5 million dollars in COVID-19 funding. Council Member Newton said that on the Consent Agenda was an item for the Airport to repair the damage to the airport. He asked that the half a million be put back into the Contingency Fund to replace the cost to the repair of the airport.

Mr. Flatto said that there was a process that could be worked on to address this.

Council Member Cruz asked if this was a reimbursement to the money that was spent on COVID emergency. Mr. Flatto said that it was.

**** THE MOTION TO APPROVE AGENDA ITEM 07-20 COMMUNICATION FROM FINANCE RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT – CORONAVIRUS RELIEF FUND MUNICIPAL PROGRAM GRANT (CRF) FOR COVID-19 ELIGIBLE EXPENSES PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

04-20 Communication from City Attorney re: Pursuant to Resolution No. 152-19 Requesting Legal Assistance from the City Attorney’s Office. (For Informational Purpose Only – No Action to be Taken)

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***02-20 Budget and Appropriations Committee Report re: Budget Transfer to Fiscal Year 2020-2021 General Fund Budget From: Citywide Contingency Account #01610000-57005 (\$560,000) To: Airport Department Public Safety Equipment Account #01375000-55175 (\$560,000) for the purpose of replacing damaged components of the Engineered Materials Arresting System (EMAS) associated with Runway 6 located at Sikorsky Memorial Airport.**

***198-19 Contracts Committee Report re: On-call Bridge Inspection and Structural Engineering Professional Services Agreement with RHS Consulting Design, LLC; A. DiCesare Associates, P.C. and Wengell McDonnell & Costello, Inc.**

Mayor Ganim asked if any Council Member wished to have an item removed from the Consent Calendar. Council Member Pereira requested both items be removed from the Consent Calendar.

02-20 Budget and Appropriations Committee Report re: Budget Transfer to Fiscal Year 2020-2021 General Fund Budget From: Citywide Contingency Account #01610000-57005 (\$560,000) To: Airport Department Public Safety Equipment Account #01375000-55175 (\$560,000) for the purpose of replacing damaged components of the Engineered Materials Arresting System (EMAS) associated with Runway 6 located at Sikorsky Memorial Airport.

**** COUNCIL MEMBER BURNS MOVED AGENDA ITEM 02-20 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: BUDGET TRANSFER TO FISCAL YEAR 2020-2021 GENERAL FUND BUDGET FROM: CITYWIDE CONTINGENCY ACCOUNT #01610000-57005 (\$560,000) TO: AIRPORT DEPARTMENT PUBLIC SAFETY EQUIPMENT ACCOUNT #01375000-55175 (\$560,000) FOR THE PURPOSE OF REPLACING DAMAGED COMPONENTS OF THE ENGINEERED MATERIALS ARRESTING SYSTEM (EMAS) ASSOCIATED WITH RUNWAY 6 LOCATED AT SIKORSKY MEMORIAL AIRPORT.**

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

Council Member Pereira said that Mr. Flatto has indicated that every dollar had to be put into the Rainy-Day fund and no additional funding for the schools. Now half a million has to go to the airport. She asked why the homeless, the students and the other residents need support. No one in her District cares about the airport.

Council Member Newton said that whether they like it or not, the airport belongs to the City. If someone gets hurt on the property, the City would be liable. He said that Mr. Flatto and Mr. Nkwo would be working on this matter.

Council Member Lyons said that she agreed with Council Member Newton about the funding being replaced. She reminded everyone that there had been a serious accident at the airport and the City could have been held fully liable. Now if someone gets hurt, the City would be responsible. While she would like to see money go to education, the City has a responsibility.

Council Member Silva said that if they don't take action now and something happens, it would come back and cost the City more.

**** THE MOTION TO APPROVE AGENDA ITEM 02-20 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: BUDGET TRANSFER TO FISCAL YEAR 2020-2021 GENERAL FUND BUDGET FROM: CITYWIDE CONTINGENCY ACCOUNT #01610000-57005 (\$560,000) TO: AIRPORT DEPARTMENT PUBLIC SAFETY EQUIPMENT ACCOUNT #01375000-55175 (\$560,000) FOR THE PURPOSE OF REPLACING DAMAGED COMPONENTS OF THE ENGINEERED MATERIALS ARRESTING SYSTEM (EMAS) ASSOCIATED WITH RUNWAY 6 LOCATED AT SIKORSKY MEMORIAL AIRPORT PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

198-19 Contracts Committee Report re: On-call Bridge Inspection and Structural Engineering Professional Services Agreement with RHS Consulting Design, LLC; A. DiCesare Associates, P.C. and Wengell McDonnell & Costello, Inc.

**** COUNCIL MEMBER CRUZ MOVED AGENDA ITEM 198-19 CONTRACTS COMMITTEE REPORT RE: ON-CALL BRIDGE INSPECTION AND STRUCTURAL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH RHS CONSULTING DESIGN, LLC; A. DICESARE ASSOCIATES, P.C. AND WENGELL MCDONNELL & COSTELLO, INC.**

**** COUNCIL MEMBER ROMAN-CHRISTY SECONDED.**

Council Member Pereira spoke about massive corruption and kickbacks. She said that the City Engineer would be able to amend every contract whenever there was a change order without coming back to the Council. This is unethical.

Council Member Newton said when it was brought before the Committee, the contracts would have a scope of the work. There will be a survey of the bridges that would need repair. This is why when people speak about conflicts of interest and people being corrupt. This is why people need to change their rules.

**** THE MOTION TO APPROVE AGENDA ITEM 198-19 CONTRACTS COMMITTEE REPORT RE: ON-CALL BRIDGE INSPECTION AND STRUCTURAL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH RHS CONSULTING DESIGN, LLC; A. DICESARE ASSOCIATES, P.C. AND WENGELL MCDONNELL & COSTELLO, INC. PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

UNFINISHED BUSINESS:

204-19 Miscellaneous Matters Committee Report re: Workers' Compensation Stipulation in the Matter of Robert Sapiro, DENIED.

Council Member Roman-Christy asked why this item has been denied by the Committee in the first place.

Attorney Anastasi suggested that the matter be tabled and he would explain why it was denied in Committee. It is not time sensitive.

Council Member Pereira said that it was properly on the agenda. It failed due to lack of a seconded.

Council Member Brantley asked if they could move forward on the item.

Council Member Burns confirmed it was denied coming out of committee. He said that the merits for the claim was insufficient.

**** COUNCIL MEMBER BRANTLEY MOVED TO MAINTAIN THE COMMITTEE DENIAL OF AGENDA ITEM 204-19 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: WORKERS' COMPENSATION STIPULATION IN THE MATTER OF ROBERT SAPIRO.**

**** COUNCIL MEMBER BURNS SECONDED.**

Council Member Pereira said that only the Miscellaneous Matters Committee members know why the City would be spending \$80,000 on this.

Council Member Brantley called the question.

Council Member Newton said that they had moved the question but he had something to say. This is why they should have an Executive Session before they vote on matters like this. He recommended that the Council go into Executive Session.

Council Member Cruz said it was difficult to vote on something that a Committee has approved. He will support it because he respects the Committee.

**** THE MOTION TO SUPPORT THE COMMITTEE DENIAL OF AGENDA ITEM 204-19 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: WORKERS' COMPENSATION STIPULATION IN THE MATTER OF ROBERT SAPIRO PASSED WITH ELEVEN (11) IN FAVOR (BURNS, MCCARTHY, CRUZ, BROWN, BRANTLEY, HERRON, SILVA, CASTILLO, PEREIRA, SULIMAN AND NEWTON), SEVEN (7) OPPOSED (ROMAN-CHRISTY, VIZZO-PANICCIA, MARTINEZ, MCBRIDE-LEE, NIEVES, VALLE, AND DEFILIPPO) AND TWO (2) ABSTENTIONS (LYONS AND TAYLOR-MOYE).**

Council Member Taylor-Moye asked for a point of personal privilege. She said they were City Council Members and there were previous Council Members who disagreed. A prior Council Member referred publicly to someone by an animal name. This is very disrespectful.

ADJOURNMENT

**** COUNCIL MEMBER COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN.**

**** COUNCIL MEMBER SILVA SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:43 p.m.

Respectfully submitted,

Telesco Secretarial Services



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration Items only

Log ID/Item number: 03-20
Submitting Department / Contact Name: Board of Education
Natisha Vidal and Tammy Papa, School Readiness Co-chairs
Subject: Grant Submission: re State of Connecticut Office of Early Childhood -
School Readiness Grant Quality Enhancement Program.
Referred to Committee: Immediate Consideration
City Council Date: December 21, 2020

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganlm
Joseph P. Ganlm, Mayor

12/29/2020
Date

ATTEST
CITY CLERK

RECEIVED
CITY CLERKS OFFICE
20 DEC 30 AM 10:12

Comm. #03-20 Ref'd For IMMEDIATE CONSIDERATION on 12/21/2020

BOARD OF EDUCATION

City Hall - 45 Lyon Terrace
Bridgeport, Connecticut 06604

MICHAEL J. TESTANI
Superintendent of Schools

MEMBERS OF THE BOARD

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"Changing Futures and Achieving Excellence Together"

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ALBERT BENEJAN

SOSIMO J. FABIAN

JESSICA MARTINEZ

JOSEPH SOKOLOVIC

CHRIS TAYLOR

December 10, 2020

To the City Council of the City of Bridgeport, Education and Social Service Committee and City Clerk's Office

Please accept and login the application for the Quality Enhancement Grant. The grant is funded by the State of Connecticut, Office of Early Childhood. The grant will provide professional development opportunities for preschool educators, both Community preschool teachers and public school teachers, CPR and First Aid, Administration of Medication and support to the on-line preschool registration. For this grant year only purchase of needed PPE is also allowed, and included in the request. The request for funding is **\$101,074.00**. **We are requesting Immediate Consideration**

Respectfully submitted by,

Nafisha Vidal
School Readiness Co-Chair

AND

Tammy Papa
School Readiness Co-Chair

Sent on behalf of the School Readiness Council

CC Nafisha Vidal, Co-Chair, School Readiness Council
Tammy Papa, Co-Chair, School Readiness Council
Nadira Clarke, Director Grants Development and Management
Marlene Siegel, Chief Financial Officer, Bridgeport Public Schools
Lee Helmerich, School Readiness Coordinator

RECEIVED
CITY CLERKS OFFICE
20 DEC 15 AM 9:49
ATTEST
CITY CLERK

December 10, 2020

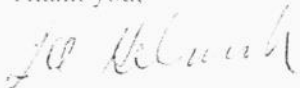
Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: Resolution – State of Connecticut Office of Early Childhood - School Readiness Grant Quality Enhancement Program

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Office of Early Childhood - School Readiness Grant Program**. Submittal of this grant application requires legislative authorization for the Mayor to execute. We respectfully request that this be added as an item to the City Council's meeting agenda on Monday, December 21, 2020, for IMMEDIATE CONSIDERATION to meet the application deadline.

If you have any questions or require additional information, please contact me at 203-275-1265 or lhelmerich@bridgeportedu.net

Thank you,



Lee Helmerich
School Readiness Coordinator



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Office of Early Childhood - School Readiness Grant Program

NEW **RENEWAL X** **CONTINUING**

DEPARTMENT SUBMITTING INFORMATION: Board of Education - Early Childhood Department

CONTACT NAME: Lee Helmerich

PHONE NUMBER: 203-275-1265

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport is seeking funding from the State of Connecticut Office of Early Childhood to provide 1024 full day/full year preschool spaces (10 hours per day/50 weeks of the year), 432 school day/school year spaces (6 hours per day/ 180 days of the year), 72 part day/part year spaces (2.5 hours per day/ 180 days of the year) and 140 extended day spaces (for Head Start students attending a preschool program 7:30-5:30.12 months a year), for a total of 1,668 preschool spaces for children ages three and four years old who reside in Bridgeport.

CONTRACT PERIOD: 09/01/20 – 06/30/21

Federal:	\$ 0
State:	\$ \$10,932,798
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 81,648 (\$75,975/\$5,673)
Contractual	\$ 10,849,465 (Space allocation)
Other	\$ 1,685 (CPR Training)

MATCH REQUIRED		
	CASH	IN-KIND
Source: BOE	\$ 0	\$ 25,000 (Administrative Cost)
Salaries/Benefits:	\$ 0	\$ 0
Supplies:	\$ 0	\$ 0
Contractual:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Office of Early Childhood
School Readiness Grant Program**

WHEREAS, the **State of Connecticut Office of Early Childhood** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **School Readiness Grant Program**; and

WHEREAS, the funds under this grant will provide 1024 full day/full year preschool spaces (10 hours per day/50 weeks of the year), 432 school day/school year spaces (6 hours per day/180 days of the year), 72 part day/part year spaces (2.5 hours per day/180 days of the year) and 140 extended day spaces (for Head Start students attending a preschool program 7:30-5:30, 12 months a year), for a total of 1,668 preschool spaces for children ages three and four years old who reside in Bridgeport; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, School Readiness Council, submits an application to the **State of Connecticut Office of Early Childhood - School Readiness Program** to provide 1,668 preschool spaces at fifteen public schools and community programs.

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 Early Childhood** for the purpose of its **School Readiness Grant Program**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute such application with the **State of Connecticut Office of Early Childhood** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Early Childhood

Q2.

FY 21 SCHOOL READINESS QUALITY ENHANCEMENT GRANT DUE DATE: APPLICATIONS ACCEPTED THROUGH DECEMBER 1, 2020.

Applications will be processed in the order received.
Funds will be available upon grant and budget approval.

Signature pages not included with this application must be submitted directly to the School Readiness Program Manager within 30 days from the date application is submitted.

Q3

GRANT SUBMISSION INFORMATION

Date of Board Acceptance

If the submission of the application for the School Readiness Grant Program requires the official approval and/or endorsement of any board or like body (e.g., board of education, town council, etc.), the approval and/or endorsement of such body should be submitted with the grant application. If it is not possible to obtain board or similar approval prior to submission of the grant application, the official board approval or similar document should be sent under separate cover, no later than 30 days from the date of application. **Failure to submit signature pages may result in the retraction of funds requested and drawn down.**

Obligations of Grantees and Sub-Grantees

All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in the C.G.S. Section 4a-60 and 4a-60a and Sections 4a-68j et seq. of the Regulations of Connecticut State Agencies. Furthermore, the grantee must submit periodic reports of its employment and sub-contracting practices in such form, in such manner and in such time as may be prescribed by the Commission on Human Rights and Opportunities.

Management and Control of the Program and Grant Consultation Role of the State

The grantee should have complete management control of this grant. While state agency staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds obligated by the grantee.

GRANT PROCESS

Information and Assistance

You will be able to download a PDF of your responses once you submit your survey, please read the directions on the Certification Page to do this. If you need assistance with this RFP, please email Cheryl Sparks at cheryl.sparks@ct.gov (do not call). Please note that it may take up to three business days for your email to be answered.

Review of Applications and Grant Awards

The OEC reserves the right to make a grant award under this program without discussion with the applicants. Therefore, applications should be submitted which present the project in the most favorable light from both technical and cost standpoints. All awards are subject to the availability of funds. Districts or municipalities awarded funds under this grant program are cautioned not to commit such funds until an official grant award letter is received. Fiscal Agents are responsible for downloading Grant Award Letters from the Pre-payment Grant System once communities are notified that budgets have been entered and approved.

Reservations and Restrictions

The OEC reserves the right not to fund an applicant or grantee if it is determined that the grantee cannot manage the fiscal responsibilities required under the grant or demonstrates an inability to meet programmatic requirements of this grant, e.g., licensing, health and safety, Professional Registry, etc.



Early Childhood

Q5.

REVISED QUALITY ENHANCEMENT SCHOOL READINESS FY 2021 GRANT APPLICATION For continuation of School Readiness grants awarded in FY 2020. Legislative Authority Connecticut General Statutes Sections 10-16a through 10-16r and Sections 10-16t through 10-16u

Q6.

REAPPLICATION PROCESS

Information / Technical Assistance

Is available upon email request

Consultative Assistance

Cheryl Sparks, School Readiness Program Manager, Connecticut Office of Early Childhood, Division of Early Care and Education, via email at cheryl.sparks@ct.gov to answer questions regarding reapplication procedures or proposal format

Q7.

FY 21 QUALITY ENHANCEMENT SCHOOL READINESS GRANT REAPPLICATION

This grant is supported by the Connecticut Office of Early Childhood

GRANT PERIOD

September 1, 2020 to June 30, 2021

Q8. COMMUNITY

Bridgeport

Q9. REAPPLICATION CONTACT PERSON

(School Readiness Liaison or Grant Application Contact if no Liaison)

Name	Lee Helmerich
Address	City Hall, Room 302
Address 2	45 Lyon Terrace
City	Bridgeport
Zip Code	06604
Telephone	203-275-1265
E-mail	lhelmerich@bridgeportedu.net

Q10. FY 21 QUALITY ENAHANCEMENT FUNDING REQUESTED

Quality Enhancement (Amount may not exceed
 FY20 award - refer to Q.11 for FY for amounts listed by community) 101,074.00

Quality Enhancement (Amount may not exceed FY20 award - refer to Q.11 for FY for amounts listed by community)

Q11.

QUALITY ENHANCEMENT

Purpose: The OEC shall establish a program, within available appropriations, to provide on a competitive basis supplemental quality enhancement (QE) grants to providers of School Readiness programs pursuant to C.G.S. Sections 10-16p and 10-16u to enhance the quality of early childhood education programs. School Readiness programs in Priority School Readiness districts, and Competitive School Readiness municipalities may apply for a quality enhancement grant. These applicants must use their local School Readiness Council to review and recommend projects for funding.

The purpose of the Quality Enhancement funding is to assist early care and education programs in addressing quality standards and/or expand comprehensive services for children and families. C.G.S. Section 17b-749c identifies the following as appropriate use of grant funds:

1. Help providers who are not accredited by the NAEYC to obtain such accreditation;
2. Help directors and administrators to obtain training;
3. Provide comprehensive services, such as enhanced access to health care, a health consultant, a mental health consultant, nutrition, family support services, parent education, literacy and parental involvement, and community and home outreach programs; and provide information concerning access when needed to a speech and language therapist;
4. Purchase educational equipment;
5. Provide scholarships for training to obtain a credential in early childhood education or child development;
6. Provide training for persons who are mentor teachers, as defined in federal regulations for the Head Start program, and provide a family service coordinator or a family service worker as such positions are defined in such federal regulations;
7. Repair fire, health and safety problems in existing facilities and conduct minor remodeling to comply with the Americans with Disabilities Act; train child care providers on injury and illness prevention; and achieve compliance with national safety standards;
8. Create a supportive network with family day care homes and other providers of care for children;
9. Provide for educational consultation and staff development.
10. Provide for program quality assurance personnel.
11. Provide technical assistance services to enable providers to develop child care facilities pursuant to C.G.S. Sections 17b-749g, 17b-749h and 17b-749i;
12. Establish a single point of entry system; and
13. Provide services that enhance the quality of programs to maximize the health, safety and learning of children from birth to three years of age, inclusive, including, but not limited to, those children served by informal child care arrangements. Such grants may be used for the improvement of staff to child ratios and interaction, initiatives to promote staff retention, pre-literacy development, parent involvement, curriculum content and lesson plans.

14

15. **Priorities for Funding:** This grant should not duplicate program accreditation or training activities that are generally available at the local or regional level. Additionally, funds cannot be used for increasing staff salaries or for administrative or planning functions. This section of funding is based upon availability of funds. The plan must align with the purpose of the funding (above).

Funds Available: The OEC anticipates that a total amount of \$892,955 will be available between September 1, 2020 and June 30, 2021. All grants shall be funded within the limits of available

appropriations. The table below details the proposed allocations for the Priority School Readiness municipalities.

Municipality	Grant Award	Municipality	Grant Award
Andover	3,881	Milford	3,881
Ansonia	6,447	Naugatuck	3,881
Ashford	3,881	New Britain	39,928
Bloomfield	8,035	New Haven	81,386
Branford	3,881	New London (LEARN)	17,226
Bridgeport	101,074	North Canaan	3,881
Bristol	18,756	Norwalk	37,688
Brooklyn	3,881	Norwich	20,120
Canterbury	3,881	Plainfield	3,881
Chaplin	3,881	Plainville	3,881
Colchester	3,881	Plymouth	3,881
Coventry	3,881	Putnam	6,447
Danbury	24,889	Scotland	3,881
Derby	3,881	Seymour	3,881
Eastford	3,881	Shelton	3,881
East Hartford	21,242	Sprague	3,881
East Haven	3,881	Stafford	3,881
Ellington	3,881	Stamford	48,970
Enfield	3,881	Sterling	3,881
Greenwich	3,881	Stratford	3,881
Griswold	3,881	Thomaston	3,881
Groton	3,881	Thompson	3,881
Hamden	3,881	Torrington	3,881
Hampton	3,881	Vernon	3,881
Hartford	112,523	Voluntown	3,881
Hebron	3,881	Waterbury	75,641
Killingly	3,881	West Hartford	3,881

Lebanon	3,881	West Haven	24,973
Ledyard	3,881	Winchester	3,881
Lisbon	3,881	Windham	13,963
Manchester	3,881	Windsor	3,881
Mansfield	3,881	Windsor Locks	3,881
Meriden	28,337	Wolcott	3,881
Middletown	19,023	TOTAL	\$892,955

Q12.

QUALITY ENHANCEMENT (QE) INDIVIDUAL VENDOR REQUESTS FOR PROPOSAL

Each community is required to publicly issue a QE RFP to identify eligible local vendors to provide School Readiness quality enhancement services to local School Readiness providers.

Requirement: The QE RFP is for use when soliciting applications for projects. The general public must be notified of the opportunity to bid. Include a copy of the public notice with this application for ANY NEW INITIATIVES proposed for FY21. The School Readiness Council will collect, review and score the application(s).

Activities approved during the FY 20 QE RFP process that will continue in FY 21 with no change in vendors providing those services or the services being provided, do not require the solicitation of vendors or the completion of vendor applications for FY21.

The School Readiness Council must ensure that all local procurement processes are followed for all FY 21 proposed services and vendors not previously approved through the FY 20 RFP process.

Check the applicable response below:

The vendors and services approved in the FY 20 Quality Enhancement Grant Application will remain unchanged in FY21. (Skip to Q.17)

The vendors and services approved in the FY 20 Quality Enhancement Grant Application will remain unchanged in FY21, however a portion of those funds will be reallocated to support programs in the acquisition of PPE and supplies for cleaning and

Q12.

QUALITY ENHANCEMENT (QE) INDIVIDUAL VENDOR REQUESTS FOR PROPOSAL

Each community is required to publicly issue a QE RFP to identify eligible local vendors to provide School Readiness quality enhancement services to local School Readiness providers.

Requirement: The QE RFP is for use when soliciting applications for projects. The general public must be notified of the opportunity to bid. Include a copy of the public notice with this application for ANY NEW INITIATIVES proposed for FY21. The School Readiness Council will collect, review and score the application(s).

Activities approved during the FY 20 QE RFP process that will continue in FY 21 with no change in vendors providing those services or the services being provided, do not require the solicitation of vendors or the completion of vendor applications for FY21.

The School Readiness Council must ensure that all local procurement processes are followed for all FY 21 proposed services and vendors not previously approved through the FY 20 RFP process.

Exception for FY 21 only: New vendor applications are not required for changes in the use of QE funds for the acquisition of PPE (mask and gloves) and supplies for School Readiness funded program sites to clean and disinfect toys, equipment and indoor and outdoor environments in accordance to public health guidance in response to COVID-19.

Communities shall indicate the amount of funding and budget detail for the funds redirected for this use in the community budget workbook. Documentation of PPE and supplies purchased through this grant must be maintained at the local level and made available upon request.

Check the applicable response below:

The vendors and services approved in the FY 20 Quality Enhancement Grant Application will remain unchanged in FY21. (Skip to Q.17)

The vendors and services approved in the FY 20 Quality Enhancement Grant Application will remain unchanged in FY21, however a portion of those funds will be reallocated to support programs in the acquisition of PPE and supplies for cleaning and disinfecting in accordance to public health guidance in response to COVID-19. (Skip to Q.17)

Some or all vendors and services approved during the FY 20 QE RFP process will change for FY 21. (Responses for all remaining questions required.)

Powered by Qualtrics 

x									
					TOTAL FY 21 OF FUNDING REQUEST	5	-	TOTAL FUNDING ADJUSTMENTS MADE TO FY20 ACTIVITY FUNDING NUMBERS PER ADO 2019-20	5
					TOTAL FY 21 OF FUNDING REQUEST	5	-	TOTAL FUNDING ADJUSTMENTS MADE TO FY20 ACTIVITY FUNDING NUMBERS PER ADO 2019-20	5

disinfecting in accordance to public health guidance in response to COVID-19. (Skip to Q.17)

Some or all vendors and services approved during the FY 20 QE RFP process will change for FY 21. (Responses for all remaining questions required.)

Q13.

Upload a copy of the community's public notice for the FY 21 QE Individual Vendor RFP for the solicitation of new vendors/activities.

Q14.

Upload the completed New Vendor RFP for each new proposed activity or change in vendor for FY21.

[QE FY21 INDIVIDUAL VENDOR RFP.doc](#)

Local QE - Approved New Vendor 1

Q15. Local QE - Approved Vendor 2

Q16. Local QE - Approved Vendor 3

Q17. Complete and upload the FY21 QE Continuation Funding Grnd listing all NEW and/or FY 20 CONTINUING Activities approved by the Council for FY 21.

Q18.

QUALITY ENHANCEMENT BUDGET

Using the QE budget workbook provided, indicate how the funds will be expended through June 30, 2021. There are no administrative, indirect costs or carryover funds allowed. The fiscal agent may request funds through the online prepayment grant system.

Applicants must complete the Quality Enhancement Budget Justification Page (tab 1 of the QE Budget Workbook), providing a justification for each line item expenditure proposed in the grant budget. The ED114 Budget Page (tab 2 of the QE Budget Workbook) will auto-calculate based on totals from the Justification Page.

An explanation of budget codes can be found here:
[Quality Enhancement Budget Object Codes.doc](#)

Complete and upload the FY 21 QE Approved Vendor Summary Budget Workbook (summary of all vendor budgets).

[QE APPROVED VENDOR SUMMARY BUDGET WORKBOOK FY21.xls](#)
(required for both continuation QE services and vendors and new QE services and vendors).

Q19.

QUALITY ENHANCEMENT GRANT SIGNATURE PAGE

[SR_QE Grant Signature Page.doc](#)

Emails from Elected Official and Superintendent approving the grant or electronic signatures on the document will be accepted. Hard copy of Signature Page is not required.

Upload the completed QE Grant Signature Page

SCHOOL READINESS QUALITY ENHANCEMENT
GRANT SIGNATURE PAGE

GRANT PERIOD

September 1, 2020 to June 30, 2021

COMMUNITY: Bridgeport

APPLICATION CONTACT PERSON:
(Name, Address, Telephone, E-mail)

Nadira Clarke
45 Lyon Terrace
Room 324
Bridgeport, CT 06604

ESTIMATED FUNDING:

Quality Enhancement:
Total: \$101,074.00

We, Joseph P. Ganim, Mayor and Michael J. Testani, Superintendent of Schools, the undersigned authorized chief administrative officials submit this proposal on behalf of the applicant agency, attest to the appropriateness and accuracy of the information contained therein, and certify that this proposal, if funded, will comply with all relevant requirements of the state and federal laws and regulations.

In addition, funds obtained through this source will be used solely to support the purpose, goals and objectives as stated herein.

Signature: (Chief Elected Official)

Name: (typed)

Joseph P. Ganim

Title: Mayor

Agency:

City of Bridgeport

Date: October 7, 2020

Signature: (Superintendent)

Name: (typed)


Michael J. Testani

Title: Superintendent

Agency:

Bridgeport Public Schools

Date: October 7, 2020

FISCAL YEAR 2021

ED 114 BUDGET FORM

GRANTEE NAME:			
GRANT TITLE:	School Readiness Quality Enhancement Grant	Grant Period:	7/1/2020 to 6/30/2021
Project Title	School Readiness Quality Enhancement	Total Award:	\$ 101,074.00
Accounting Classification: Fund: 11000 SPID: 17097 Year: 2021 PROG: 82079 CF1: 170018/170035			
CODES	DESCRIPTIONS	ANNUAL	
111a	Non-Instructional (Administrative/Supervisor Salaries/Clerical/Other	\$	25,000.00
111b	Instructional	\$	-
200	Benefits	\$	-
320	Professional Education Services	\$	-
321	Tutors	\$	-
322	In-service	\$	-
323	Pupil Services	\$	-
324	Field Trips	\$	-
325	Parent Activities	\$	-
330	Employee Training and Development Services	\$	30,250.00
340	Other Professional Technical Services	\$	20,000.00
400	Purchased Property Services	\$	-
500	Other Purchased Services	\$	-
600	Supplies	\$	25,824.00
700	Property	\$	-
	TOTAL	\$	101,074.00
		Original Date:	Revised Date:

QE BUDGET JUSTIFICATION PAGE

All totals in budget justification page are linked to the ED114 budget form and will auto-calculate

Municipality:

July 1, 2020 to June 30, 2021

Line Items	NARRATIVE	
111A	NON-INSTRUCTIONAL	ANNUAL
	Quality assurance Personnel	\$ 25,000.00
	TOTALS	\$ 25,000.00
111B	INSTRUCTIONAL	ANNUAL
	TOTALS	\$ -
200	PERSONNEL SERVICES / BENEFITS	ANNUAL
	TOTALS	\$ -
320	PROFESSIONAL EDUCATION SERVICES	ANNUAL
	TOTALS	\$ -
321	TUTORS (NON-PAYROLL SERVICES)	ANNUAL
	TOTALS	\$ -
322	IN-SERVICE (INSTRUCTIONAL PROGRAM IMPROVEMENT SERVICES)	ANNUAL
	TOTALS	\$ -
323	PUPIL SERVICES (NON-PAYROLL SERVICES)	ANNUAL
	TOTALS	\$ -
324	FIELD TRIPS	ANNUAL

QE BUDGET JUSTIFICATION PAGE

All totals in budget justification page are linked to the ED114 budget form and will auto-calculate

Municipality:

July 1, 2020 to June 30, 2021

325	PARENT ACTIVITIES	ANNUAL
	TOTALS	\$ -
330	EMPLOYEE TRAINING AND DEVELOPMENT SERVICES	ANNUAL
	Red Cross CPR/First Aid	\$ 6,000.00
	Administration of Medication	\$ 4,250.00
	Cooperative Educational Services-Professional Development	\$ 20,000.00
	TOTALS	\$ 30,250.00
340	OTHER PROFESSIONAL TECHNICAL SERVICES	ANNUAL
	BPKAS- on-line registration	\$ 20,000.00
	Parent communication and message center \$6,600.00	
	interface with Power School \$2,000.00	
	Annual fee , maintainace, storage, help desk 9,500.00	
	parent fee calculator \$1,900.00	
	TOTALS	\$ 20,000.00
400	PURCHASED PROPERTY SERVICES	ANNUAL
	TOTALS	\$ -
500	OTHER PURCHASED SERVICES	ANNUAL
	TOTALS	\$ -
600	SUPPLIES	ANNUAL
	Basic office supplies, copy paper, files, file lables	\$ 600.00
	Purchase of Personal Protective Equipment	\$ 25,224.00
	TOTALS	\$ 25,824.00
700	PROPERTY	ANNUAL
	TOTALS	\$ -
	GRAND TOTAL	\$ 101,074.00

QUALITY ENHANCEMENT BUDGET OBJECT CODES

I. General Description

The Connecticut State Department of Education is using object code definitions from the United States Department of Education publication "Financial Accounting for Local and State School Systems." (<https://nces.ed.gov/pubs2015/2015347.pdf>) Per federal definition, an object is used to describe the service or commodity obtained as the result of a specific expenditure. An analysis of object code usage throughout the department has allowed us to develop the attached master budget with object codes of varying levels of detail. A standard description of each is also provided. For a specific grant, it may be necessary to modify what can be included in a given object based on the grant legislation. Please review the instructions for specific grant budget development carefully before requesting an ED114 form from the Bureau of Grants Management.

II. Master Budget Form Object Code Descriptions/Includable Items

111A Non-Instructional

Amounts paid to administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll including overtime salaries or salaries paid to employees of a temporary nature.

111B Instructional

Salaries for employees providing direct instruction/counseling to pupils/clients. This category is used for both counselors and teachers. Include all salaries for these individuals while they are on the grantee payroll including overtime salaries or salaries of temporary employees. Substitute teachers or teachers hired on a temporary basis to perform work in positions of either a temporary or permanent nature are also reported here. Tutors or individuals whose services are acquired through a contract are not included in the category. A general rule of thumb is that a person for whom the grantee is paying employee benefits and who is on the grantee payroll is included; a person who is paid a fee with no grantee obligation for benefits is not.

200 Personal Services - Employee Benefits

Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 100 or 111A and 111B. These amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are part of the cost of personal services. Included are the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance.

320 Professional Educational Services

Services supporting the instructional program and its administration. Included are curriculum improvement services, assessment, counseling and guidance services, library and media support, and contracted instructional services.

321 Tutors (Instructional Non-Payroll Services)

Payments for services performed by qualified persons directly engaged in providing learning experiences for students. Include the services of teachers and teachers' aides who are not on the payroll of the grantee.

322 In-service (Instructional Program Improvement Services)

Payments for services performed by persons qualified to assist teachers and supervisors to enhance the quality of the teaching process. This category includes curriculum consultants, in-service training specialists, etc., who are not on the grantee payroll.

323 Pupil Services (Non-Payroll Services)

Expense for certified or licensed individuals who are not on the grantee payroll and who assist in solving pupils' mental and physical problems. This category includes medical doctors, therapists, audiologists, neurologists, psychologists, psychiatrists, contracted guidance counselors, etc.

324 Field Trips

Costs incurred for conducting educational activities off site. Includes admission costs to educational centers, fees for tour guides, etc.

325 Parental Activities

Expenditures related to services for parenting including workshop presenters, counseling services, baby-sitting services, and overall seminar/workshop costs.

330 Employee Training and Development Services

Services supporting the professional and technical development of school district personnel, including instructional, administrative, and service employees. Included are course registration fees (that are not tuition reimbursement), charges from external vendors to conduct training courses (at either school district facilities or off site), and other expenditures associated with training or professional development by third-party vendors.

340 Other Professional Services

Professional services other than educational services that support the operation of the school district. Included, for example, are medical doctors, lawyers, architects, auditors, accountants, therapists, audiologists, dieticians, editors, negotiations specialists, paying agents, systems analysts, and planners.

341 Audit

Direct cost for the audit of the grant program by an independent auditor. This category is separated from object code 340 as many grants do not include this cost as an eligible grant expenditure.

350 Technical Services

Services to the school district that are not regarded as professional, but that require basic scientific knowledge, manual skills, or both. Included, for example, are data-processing services, purchasing and warehousing services, and graphic arts.

400 Purchased Property Services

Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. These services are performed by persons other than grantee employees. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

500 Other Purchased Services

Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

600 Supplies

Amounts paid for items that are consumed, worn out, or deteriorated through use, or items that lose their identity through fabrication or incorporation into different or more complex units or substances.

700 Property

Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment.

STATEMENT OF ASSURANCES

STANDARD STATEMENT OF ASSURANCES GRANT PROGRAMS

The Statement of Assurances Signature Page included in this grant must provide the authorized signatures of the applicant agency (e.g., mayor and superintendent of schools). Please note that the authorized signatures of the eligible applicant must also be provided on the cover page of the grant application submitted with the grant (see application instructions).

Applicants need only submit the Statement of Assurances Signature Page with submission of their grant application.

PROJECT TITLE: SCHOOL READINESS GRANT PROGRAM FY21

THE APPLICANT: Bridgeport School Readiness Council
HEREBY ASSURES THAT:

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the Connecticut Office of Early Childhood and the Connecticut State Department of Education;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education for the Office of Early Childhood, including information relating to the project records and access thereto as the Connecticut Office of Early Childhood and Connecticut State Department of Education may find necessary;
- H. The Connecticut Office of Early Childhood reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;
- J. The applicant will protect and save harmless the Office of Early Childhood and the State Department of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any

- b) (1) The Contractor agrees and warrants that in for performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor 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 the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §46a-68e and §46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56, 46a-68e and 46a-68f.; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such

SCHOOL READINESS QUALITY ENHANCEMENT FY 2021
STATEMENT OF ASSURANCES SIGNATURE PAGE

We, the undersigned authorized officials, do hereby certify that these assurances shall be fully implemented.

Signature of Chief Elected Official:

Joseph P. Ganim


Name: (please type)

Mayor, City of Bridgeport

Title: (please type)

Date: _____

Signature of Superintendent:



Michael J. Pestani

Name: (please type)

Superintendent of Bridgeport Public Schools

Title: (please type)

Date: _____

11/13/20

To Be Signed if the Fiscal Agent is other than the Municipality or the School District:

Signature of Fiscal Agent:

Name: (please type)

Title: (please type)

Date: _____

Q20.

QUALITY ENHANCMENT STATEMENT OF ASSURANCES AND SIGNATURE PAGE

STATEMENT OF ASSURANCES.docx

FY 21.QE Community Statement_of_Assurances_Signature_Page.doc

Emails from Elected Official and Superintendent attesting to the statement of Assurances or electronic signatures on the document will be accepted. Hard copy of Statement of Assurances is not required.

Upload the completed QE Statement of Assurances Signature Page

Q21.

CERTIFICATION PAGE

There are no further questions in this RFP. Please be sure to go back and check that all questions have been answered.

After you certify below that all questions have been answered and click the ">>" button, your RFP will have been submitted and cannot be reopened.



Q23

By clicking here, I certify that I have answered every question to the best of my knowledge and belief and that all of the information contained herein this School Readiness Community Quality Enhancement RFP is truthful and accurate.

Q24.

CERTIFICATION PAGE

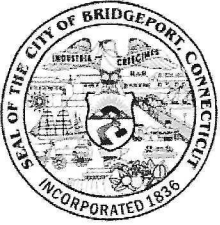
You will not be able to reopen this RFP once you click ">>".

Are you sure you want to submit this RFP?

AFTER SUBMITTING, YOU MAY PRINT A COPY OF THE COMPLETED RFP.

Q25.

Yes, I am sure I want to submit this RFP.



OFFICE OF THE CITY CLERK
RESOLUTION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: 05-20
Submitted by
Councilmember(s): Aidee Nieves, City Council President, 136th District
Subject: Resolution approving the City Council President issuing her December 16, 2020 letter to the City Council Membership to provide clear and timely advance notice that henceforth improper, inappropriate, disruptive and/or disorderly behavior that violates the City Charter, Ordinances, Council's Rules of Order and/or any other governing legal authority will no longer be tolerated and will be subject to disciplinary action as appropriate.
Referred to Committee: Immediate Consideration
City Council Date: December 21, 2020

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganim, Mayor

Date

Please Note: Mayor did not sign.

ATTEST
CITY CLERK

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CITY CLERKS OFFICE
21 JAN 13 AM 11:31



CITY COUNCIL BRIDGEPORT

December 16, 2020

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

ATTEST
CITY CLERK

RECEIVED
CITY CLERKS OFFICE
20 DEC 16 PM 3:17

Re: Disorderly, Abusive, Unparliamentary Behavior/ Conduct by City Council Members

Dear Fellow Council Members:

Attached is a copy of the legal advice and opinion letter from City Attorney R. Christopher Meyer dated December 2, 2020, which he has submitted to all of us in response to City Council Resolution No. 152-19 (approved upon Immediate Consideration at our Regular monthly meeting of August 3, 2020).

As you can see, City Attorney Meyer drafted a proposed letter to be issued by me in my capacity as City Council President; and pursuant to his recommendation I am submitting to the body this executed letter for ratification prior to my formally issuing it to each City Council member. As discussed in the City Attorney's written response to Resolution No. 152-19, the purpose of this letter is to provide clear and timely notice to the Council membership that our past tolerance as a body of disruptive, disorderly, abusive, unparliamentary behavior and conduct will no longer be tolerated by the Council President, the Council Leadership, and the full City Council.

I will not be singling out any Council member (or members) as an example(s) of prior inappropriate conduct, since to do so would simply lead to further divisiveness and unnecessary debate. Rather, I respectfully and sincerely ask that each of us examine our own recent interactions with our fellow members and our public behavior, to confirm in our own minds the apparent need for a more forceful response to any future disorderly conduct.

Therefore, express notice is hereby provided that future inappropriate actions, disruptive, unparliamentary, abusive or disorderly behavior by Council members that violates City Charter, Code of Ordinances, City Council Rules of Procedure or other legal authority will no longer be accepted as appropriate or tolerated in the futile hopes that such improper behavior will cease of its own accord. The Council must be more pro-active in demanding that all members act in an appropriate manner, being reasonably respectful to our fellow members, City staff and the public we serve.



CITY COUNCIL BRIDGEPORT

Obviously, this does not mean that our membership will not continue to have certain policy, process and political disagreements. That is to be expected in any elected legislative body. However, as public officials elected to represent our respective Council districts, we owe it to our legislative body, to our constituents and to our great City, to serve with dignity and distinction; to treat our fellow members with mutual respect and civility; and to exercise reasonable decorum and proper behavior.

Further, I want to emphasize that this letter is not a threat. Its purpose is to provide fair notice of the change in how this body intends to respond to future behavior that is disruptive, disorderly, abusive or unbecoming, and which impedes the important legislative responsibilities assigned by City Charter to us as a public agency.

As your elected President I recognize that it my responsibility to lead on this matter and to accept my own share of the responsibility for perhaps being too willing to tolerate prior misconduct in the hope and expectation that things would improve of their own accord and without forceful intervention of the Council Leadership. I urge you all to please read City Attorney Meyer's letter carefully and note the various legal authorities he cites as governing our behavior and conduct.

These authorities include, but are not limited to:

- **BPT City Charter, Chapter 5, Sec. 5 (b) which states in pertinent part:**
"The city council may determine its rules of proceeding in conformity to the general principles of parliamentary law, may punish members for disorderly behavior, and after notice and hearing may, by a two-thirds vote of all council members, expel a member for due cause."
- **BPT Code of Ordinances, Sec. 2.04.140 *Removal from office — Procedure***
- **BPT City Council Rules of Order, Rule XXVI: *Conduct in City Council* which states:**
"In speaking, City Council members shall refrain from mentioning any other member by name, shall confine themselves to the question, shall be courteous and not use unbecoming, abusive, or unparliamentary language, and shall avoid personalities.
Any member who, in debate or otherwise, indulges in personalities or makes charges reflecting upon the character of another member, shall make an apology in open session at the meeting at which offense is committed, or at the next succeeding regular meeting, and, failing to do so, shall be named by the President or held in contempt, and suspended from further participation in debate until said apology is made."
- **BPT Code of Ordinances, Ch. 2.38 - *Code of Ethics*.**

I direct your attention to the City Attorney's letter for more detailed discussion of these legal authorities.



CITY COUNCIL BRIDGEPORT

This notice notwithstanding, it remains my staunch hope and even continued expectation, that as responsible elected officials we will be able to avoid any future disorderly behavior by all our members. Obviously, utilizing the disciplinary tools available to the body is perceived to be a last resort, one which the Council Leadership would clearly like to avoid any necessity for. However, prospectively we will not hesitate to take forceful disciplinary action as warranted.

Thank you all for your thoughtful attention to this matter; and I ask for your vote of support for the formal issuance of this notice letter.

Sincerely,

Aidee Nieves
City Council President

Cc: Mayor Joseph P. Ganim
Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
R. Christopher Meyer, City Attorney
John P. Bohannon, Jr., Deputy City Attorney
John R. Mitola, Associate City Attorney

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

Telephone (203) 576-7647
Facsimile (203)576-8252

CITY ATTORNEY
R. Christopher Meyer

999 Broad Street

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

Bridgeport, CT 06604-4328

ASSOCIATE CITY ATTORNEYS

Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers
Tyisha S. Toms
Lisa R. Trachtenburg



December 2, 2020

Honorable City Council
Of the City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06610

RECEIVED
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20 DEC 16 PM 1:38
ATTEST
CITY CLERK

Re: Resolution No. 152-19 Requesting Legal Assistance from the City Attorney's Office

Dear Honorable Council Members:

This correspondence is in response to the above-referenced resolution adopted upon Immediate Consideration by the City Council at its August 3, 2020 meeting.

The Office of the City Attorney respectfully submits the following information, advice, counsel and recommendations:

RELEVANT LEGAL AUTHORITIES

- BPT City Charter, Chapter 5, Sec. 5 (b) which states in pertinent part:

“The city council may determine its rules of proceeding in conformity to the general principles of parliamentary law, may punish members for disorderly behavior, and after notice and hearing may, by a two-thirds vote of all council members, expel a member for due cause. . .”

- BPT Code of Ordinances, Sec. 2.04.140 Removal from office – Procedure which states:

“A. No person shall be removed from office pursuant to the authority vested in the city council by the city Charter except in accordance with the provisions of this section.

B. A removal proceeding may be initiated by:

1. The mayor summons an officer to appear before the city council at a place and time specified in the summons to show cause why he/she should not be removed from office as provided in the city Charter. Such summons shall specify the charges against the officer whose removal is sought. A copy of such summons shall be filed with the city clerk;

2. The affirmative vote of eleven council members upon a resolution summoning the officer to appear before the council at a place and time specified in the resolution to show cause why he/she should not be removed from office. Such resolution shall specify the charges against the officer whose removal is sought.

C. Whenever the city council votes to summon an officer to appear before it, as provided in the Charter and this section, the council president shall cause a summons, containing the information required by the Charter, to be served on such officer.

D. The officer whose removal is sought shall have the right to appear at any proceeding conducted pursuant to the provisions of this section; to be represented by counsel; to confront and cross-examine all witnesses; to produce witnesses in his own defense and to the same compulsory process as is available to the city council under Chapter 5, Section 5(e) of the city Charter.

E. The city council, sitting as a committee of the whole, with the council president presiding (or in his/her absence a council member elected by a majority of the council members present) shall conduct a public hearing to determine whether cause exists for removal and shall prepare and submit a recommendation to the full council for its action thereon. A transcript of any such hearing shall be prepared and filed with the city clerk, as required by Chapter 2, Section 17(c) of the city Charter. The mayor or the independent counsel appointed pursuant to subsection I of this section, as the case may be, shall have the burden of proof as to the complaint. A finding by the ethics commission of a violation of the ethics ordinance shall constitute prima facie evidence supporting removal under this section. The record of transcript of any proceeding before the ethics commission shall be included in the record and made available to the members of the city council. Conformity to legal rules of evidence shall not be required. All witnesses shall be sworn. The council shall be the judge of the relevance and materiality of the evidence offered. Council members may question witnesses at any point in the proceeding. The council may receive and consider the evidence of witnesses by affidavit, but shall only give it such weight as deemed proper after consideration of any objection made to its admission.

F. The committee of the whole and city council shall act upon the proposed removal within thirty (30) days of the conclusion of the hearing required by subsection E of this section, provided that the time limit may be amended by a majority vote of the whole number of council members, for reasonable cause shown.

G. No officer shall be removed except upon the affirmative vote of two-thirds of the members of the city council, as required by the city council, as required by the city Charter.

H. Any complaints pending before the city council on the effective date of the ordinance codified in this section shall be handled pursuant to its provisions.

I. Whenever the city council votes to summon an officer to appear before it, pursuant to Chapter 2, Section 17(b) of the city Charter, it shall, by majority vote, appoint an independent counsel to prosecute the complaint.”

- **BPT City Council Rules of Order, Rule XXVI:** *Conduct in City Council* which states:

“In speaking, City Council members shall refrain from mentioning any other member by name, shall confine themselves to the question, shall be courteous and not use unbecoming, abusive, or unparliamentary language, and shall avoid personalities.

Any member who, in debate or otherwise, indulges in personalities or makes charges reflecting upon the character of another member, shall make an apology in open session at the meeting at which offense is committed, or at the next succeeding regular meeting, and, failing to do so, shall be named by the President or held in contempt, and suspended from further participation in debate until said apology is made.”

- **Conn. Gen. Stat. Sec. 7-148h.** *Ethics commission; establishment and powers. Interest in conflict with discharge of duties* which states in pertinent part:

“(a) Any town, city, . . . may, by charter provision or ordinance, establish a board, commission, council, committee or other agency to investigate allegations of unethical conduct, corrupting influence or illegal activities levied against any official, officer or employee of such town, city, district or borough. The provisions of subsections (a) to (e), inclusive, of section 1-82a shall apply to allegations before any such agency of such conduct, influence or activities, to an investigation of such allegations conducted prior to a probable cause finding, and to a finding of probable cause or no probable cause. Any board, commission, council, committee or other agency established pursuant to this section may issue subpoenas or subpoenas duces tecum, enforceable upon application to the Superior Court, to compel the attendance of persons at hearings and the production of books, documents, records and papers. . .”

- **BPT Code of Ordinances, Ch. 2.38 – Code of Ethics** which states in pertinent part:

“2.38.030 - *Standards of conduct.*

A. General Prohibition. No official or employee shall have any interest, financial or otherwise, direct or indirect, or engage in any business employment, transaction or professional activity, or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his/her duties or employment in the public interest and of his/her responsibilities as prescribed in the provisions of this chapter.

B. Specific Conflicts. No official or employee shall:

1. Solicit or accept any gift, directly or indirectly, whether in the form of money, loan, gratuity, favor, service, thing or promise, or in any other form, under circumstances in which it can reasonably be inferred that the gift is intended to influence him/her in the performance of his/her

duties or employment in the public interest. Nothing herein shall preclude the solicitation or acceptance of lawful contributions for election campaigns;

2. Knowingly have or acquire any financial interest or any personal interest, direct or indirect, in any contract or purchase order for any real estate, supplies, materials, equipment or contractual services furnished to, or used by, the city in connection with any project, matter or thing which comes within his/her jurisdiction or the jurisdiction of the board, commission or committee of which he/she is a member or the department or agency by which he/she is employed;

3. Engage in any business transaction or activity or have a financial interest, direct or indirect, which is incompatible with the proper discharge of his/her duties or employment in the public interest or which may impair his/her independence of judgment in the performance of such duties or employment;

4. Without proper legal authorization, disclose confidential information concerning the property, government or affairs of the city, nor shall he/she use such information to advance his/her financial or personal interest;

5. Vote upon or otherwise participate in any transaction, contract or sale with the city or in the sale of real estate, materials, supplies or services to the city or from the city, if he/she has a personal or financial interest therein;

6. Use or permit the use of city-owned vehicles, equipment, materials or property for personal convenience or profit, except as authorized by the proper authority.

7. Provide false information on an official form provided to the city;

8. Use their official position to retaliate against any person who files an ethics complaint.

C. Contracting. No official or employee or any business with which he/she is associated shall enter into any contract (other than a contract of employment not otherwise prohibited by, or in conflict with, the provisions of this chapter) or engage in any business transaction or activity with the city, or have a personal or financial interest, direct or indirect, in such transaction, unless the contract has been awarded or the transaction conducted through an open and public process, including prior public offer and public disclosure of all proposals considered and the contract awarded.

D. Fair and Equal Treatment. No official or employee shall use his/her position to secure or to grant special consideration, treatment, advantage, privilege or exemption to himself/herself or any person beyond that which is available to every other person; except that nothing herein is intended to, or shall void, affect, restrict or limit in any way the power or authority of any officer to exercise that discretionary authority granted him/her pursuant to his/her position.

E. Penalties. The failure to comply with, or any violations of, the standards of conduct established by this chapter may upon determination by the proper authority, following proper proceedings and hearings, constitute a cause for disciplinary action or other appropriate

penalties. Nothing in this chapter is intended to, or shall, deprive any official or employee of all those rights and remedies granted him/her by any relevant and applicable contract, collective bargaining agreement, ordinance, Charter provision, statute, constitution or other legal authority. Any and all contracts, agreements, undertakings, commitments, purchases and obligations made, entered into, procured or agreed to in violation of this chapter shall be null and void.

2.38.040 - *Commission on ethics.*

. . . D. Powers and Duties. . . . The commission shall not later than fifteen (15) days after the close of the hearing file its findings as to a violation of this chapter, together with a memorandum of its reasons therefore with the city clerk, and publishes a notice thereof in a newspaper circulated in the city. The commission shall have no authority to discipline any official or employee and nothing in this chapter is intended to, and should not be construed so as to deprive any official or employee of any right, privilege or remedy granted him/her by any relevant and applicable contract, collective bargaining agreement, ordinance, Charter provision, statute, constitution or other legal authority. The commission may recommend to the appropriate appointing authority disciplinary action or sanctions to be imposed as against officials, which recommendations may include, but are not limited to, reprimand, censure and removal from office.

ANALYSIS & DISCUSSION

The City Council has adopted rules for proceeding in accordance with authority granted by Charter, Chapter 5, Sec. 5 (b).

Pursuant to City Council Rules of Order, Rule XXVI, the Council President may under certain prescribed circumstances name or hold in contempt and suspend from further participation in Council debate until an appropriate apology is made. It is reasonable and proper to interpret this Rule as suspending the member named or held in contempt from participation both at meetings of the full City Council and any committees thereof. While Rule XXVI does not expressly require a vote by the full City Council to approve the President's naming or holding a member in contempt and barring such member from debate until an appropriate apology is made, it is recommended that the Council President consider having the City Council vote to ratify any such action.

Pursuant to Charter, Chapter 5, Sec. 5 (b) the City Council has further authority to punish its members for disorderly behavior and to expel a member for due cause. Due cause means adequate justification as reasonably determined by the City Council based upon all pertinent facts, circumstances and information. It is our recommendation that prior to issuing any discipline (beyond suspension of debate privileges under Council Rule of Order XXVI) against a council member, procedural due process requirements require the member be notified of any charges being brought against him and the member be afforded the right to a hearing on such charges.

Moreover, Ordinance Sec. 2.04.140 *Removal from office-Procedure* sets forth a detailed due process procedure when a person who holds a city office is being considered for removal from

that office. There are two means by which this process of removal can be commenced. Section 2.04.140(B)(1) provides that the Mayor may summons an officer to appear before the city council at a designated time and place to show cause as to why the officer should not be removed. Such summons shall specify charges against the officer. Section 2.04.140(B)(2) provides that removal proceedings can commence upon the affirmative vote of eleven city council members on a resolution summoning the officer to appear before the council at a time and place specified to show cause why he/she should not be removed. Such resolution shall specify the charges against the officer whose removal is sought.

It would appear based on the language of Charter Sec. 5(b) and Ordinance Sec. 2.04.140 that the City Council as a whole (not the Mayor) should be the party to decide in what manner, if any, to proceed concerning Council member disorderly conduct or behavior. This is so because under Charter Sec. 5(b) the authority to punish and remove a city council member is vested with the Council itself. Section 2.04.140 (B)(1), which grants the Mayor the authority to summons an officer to the council for removal purposes, appears to apply more appropriately when there is a claim that a City officer serving on a commission/board has engaged in conduct that warrants removal from office.

This position is further supported by Charter, Chapter 2 Sec. 17 (a) which empowers the Mayor to seek removal of any person he or his/her predecessor has appointed to an office if the Mayor believes that such person is incompetent, is guilty of misfeasance or malfeasance, or is in violation of the City's ethics rules. It should be noted that Charter, Chapter 2, Sec. 17(b) is not applicable to scenarios where the City Council is addressing the issue of removing a member of the body for due cause; since that section governs only "any person appointed to office by the city council", not elected Council members.

In order to determine how to proceed, the City Council first must decide by formal vote whether charges against a member are warranted. If the Council decides that charges are not warranted, then the matter is closed. If the Council decides that charges are warranted, then it must also determine whether the conduct rises to the level that would warrant removal from office if the charges are sustained (i.e. proven) at a due process hearing.

If the Council adopts a resolution to bring charges for removal of a member from office under Ordinance Section 2.04.140 1 (B) (2) cited above, then the procedural process outlined in such ordinance must be followed.

If on the other hand the Council votes to prefer charges; but nevertheless, the Council determines that even if the charges are proven, the conduct does not rise to a level where removal from office is warranted, then the Council does not have to strictly adhere to the procedural requirements of City Ordinance 2.04.140. However, the Council still must draft charges, serve them upon the charged member, and provide such member a reasonable opportunity to be heard on said charges before the Council can determine guilt or innocence and administer any lesser punishment than removal from office. Although the Council would not have to strictly adhere to the provisions of City Ordinance 2.04.140 under such a scenario, the procedural process outlined in that section can, and it is recommended should, be used as guidance in order to ensure an accused member is afforded proper notice and opportunity to be heard on any charges brought.

With regards to determining the extent to which the City Council possesses authority to discipline its membership, the forum in which the behavior or conduct at issue occurs is relevant to the analysis. The authority of the Council to determine acceptable versus non-acceptable behavior is strongest and clearest when addressing matters that occur during an official meeting of the Council as a public body or during a Council committee meeting, public hearing or other official proceeding. A lesser level of authority may be exercised over conduct of Council members outside of official public meetings, but which nonetheless pertains to or concerns official City Council business or operations, or communications between or amongst Council members or City staff, and which impedes the body's ability to conduct official business and/or reflects negatively upon the integrity and reputation of the body itself.

Upon findings of violations of the City's Code of Ethics by the City's Ethics Commission, the City Council may initiate due process disciplinary proceedings against a member. The City's Code of Ethics at Ordinance Sec. 2.38.040 D. provides that the Ethics Commission has no disciplinary authority; but may recommend disciplinary action or sanctions to be imposed as against officials, (which recommendations may include, but are not limited to, reprimand, censure and removal from office) to the appropriate appointing authority. Section 2.38.040 D. does not provide for the Ethics Commission to recommend discipline of individuals to a disciplinary authority (unless such authority is also the appointing authority), which is not the case for Council members who obviously are not appointees, but rather elected officials.

However, Sec. 2.38.040 D. does provide that the Ethics Commission shall not later than fifteen (15) days after the close of the hearing file its findings as to a violation of this chapter, together with a memorandum of its reasons therefore with the city clerk and publishes a notice thereof in a newspaper circulated in the city. Consequently, such published notice may form the basis for disciplinary proceedings being conducted by the City Council against a member found by the Ethics Commission to have committed an Ethics Code violation, even though the Council is not "an appropriate appointing authority" to whom the Ethics Commission recommends disciplinary action or sanctions to be imposed as against an official as referenced by Sec. 2.38.040 D.

Moreover, Ordinance Sec. 2.04.140 E. provides: ". . . A finding by the ethics commission of a violation of the ethics ordinance shall constitute prima facie evidence supporting removal under this section. The record of transcript of any proceeding before the ethics commission shall be included in the record and made available to the members of the city council. . . "

DRAFT Notice Letter for the Council to Approve for Issuance by the Council President

Resolution No. 152-19 states in various of its WHEREAS Clauses that:

"WHEREAS, recently there has been a material decrease in decorum and civility, a commensurate increase in unbecoming, abusive and unparliamentary conduct, at City Council and committee meetings, as well as by City Council Members acting outside of such official meetings concerning matters regarding City council business, operations and fellow Members;

WHEREAS, the decrease in civility and decorum and the increase in abusive conduct impairs the ability of the City Council to perform its duties and obligations under the Charter of the City of Bridgeport; and

WHEREAS, this is a matter that requires immediate consideration in order to preserve good order and discipline in official City Council proceedings and to foster courteous and non-abusive behavior that reflects positively upon the City Council and instills public confidence in the body, particularly during these times of the COVID-19 emergency and the national protests and demonstrations concerning the need for substantive police reform.

Nevertheless, despite the recent material decline of civility in Council discourse and debate, and the increase in discourteous, unbecoming, abusive, unparliamentary language, personal attacks and making charges reflecting upon the character of another member as well as other disruptive behavior; the City Council leadership and the Council as a whole have refrained from pursuing, or failed to take, formal administrative action to enforce the Council's Rules of Order, decorum, civility, parliamentary procedures and behavior. Therefore, it is respectfully recommended that no disciplinary action be taken for actions, conduct, behavior or statements occurring to date.

Rather, it is urged that the City Council vote as a body to approve the City Council President issuing a letter to provide that body's membership with clear and timely advance notice that henceforth improper, inappropriate, disruptive and/or disorderly behavior that violates the City Charter, ordinances, Council's Rules of Order and/or any other governing legal authority will no longer be tolerated and will be subject to disciplinary action as appropriate. A DRAFT sample letter is submitted herewith (as Attachment "A") for the Council President's consideration.

Very truly yours,



R. Christopher Meyer
City Attorney

Cc: Mayor Joseph P. Ganim
Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
John P. Bohannon, Jr., Deputy City Attorney
John Mitola, Associate City Attorney
Bruce R. Levin, Associate City Attorney
Eroll V. Skyers, Associate City Attorney
Mark T. Anastasi, Esq.

Attachment "A"



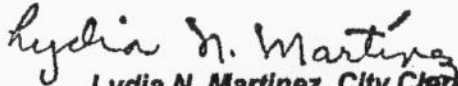
OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration Items only

Log ID/Item number: 06-20
Submitting Department / Central Grants Office
Contact Name Melissa Oliveira, OPM Analyst
Subject: Grant Submission: re State of Connecticut Department of
Transportation DUI Enforcement Program. (#21317)
Referred to Committee: Immediate Consideration
City Council Date: December 21, 2020

Attest:


Lydia N. Martinez, City Clerk

Date

Approved by:


Joseph P. Ganlm, Mayor

12/29/2020
Date

ATTEST
CITY CLERK _____

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20 DEC 30 AM 10:12

Comm.# 06-20 Referred for Immediate Consideration on 12/21/2020.

December 16, 2020

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

Re: Resolution – City of Bridgeport application to the State of Connecticut Department of Transportation- DUI Enforcement Program (#21317)

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Transportation- DUI Enforcement Program**. We respectfully request that this be added as an item to the City Council's meeting agenda on Monday, December 21, 2020 for **IMMEDIATE CONSIDERATION**. The Police Department intends begin enforcement during the upcoming holidays.

If you have any questions or require any additional information, please contact me at 203-218-5631 or Melissa.Oliveira@Bridgeportct.gov.

Thank you,

Melissa Oliveira
Central Grants Office

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20 DEC 16 PM 1:39
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Transportation- DUI Enforcement Program (#21317)

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Melissa Oliveira

PHONE NUMBER: 203-218-5631

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Police Department was selected to participate in the Comprehensive DUI Enforcement project which utilizes funds from Connecticut's 154 alcohol-impaired driving grant monies from the National Highway Traffic Safety Administration. Funds will be used to cover overtime costs associated with the roving enforcement details as well as the purchase of breathalyzers.

CONTRACT PERIOD: 12/26/2020-9/30/2021

FUNDING SOURCES (include matching funds):	
Federal:	\$
State:	\$ 59,285
City:	\$
Other:	\$

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 57,537 (\$47,193/ \$10,344)
Equipment:	\$ 1,748 (breathalyzers)

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Salaries/Benefits:	\$ 0	\$ 0
Contractual:	\$ 0	\$ 0

**A Resolution by the Bridgeport City Council
Regarding the
State of Connecticut Department of Transportation
DUI Enforcement Program (#21317)**

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

WHEREAS, this funding has been made possible through the **Comprehensive DUI Enforcement Project** with funding provided by the **National Highway Traffic Safety Administration**; and

WHEREAS, funds under the Comprehensive DUI Enforcement Project will be utilized overtime costs of personnel during traffic enforcement details and the purchase of breathalyzers; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Transportation- DUI Enforcement Program** to demonstrate a commitment to safer driving habits.

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Transportation** for the purpose of its **Comprehensive DUI Enforcement Project**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **State of Connecticut Department of Transportation** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Ortiz, Frances

From: Oliveira, Melissa
Sent: Wednesday, December 16, 2020 1:31 PM
To: Ortiz, Frances
Cc: Williams, Althea; DeJesus, Isolina
Subject: FW: Resolution for City Council Meeting on December 21, 2020
Attachments: CT DOT- DUI Enforcement Resolution Package.docx

Good afternoon Frances,

Please see Tom's approval below of the attached resolutions for Monday's agenda. Isolina is working on getting the City Council President's approval for the resolution for immediate consideration. Please note that we are working on another resolution to submit today to be referred to committee.

Thank you,

Melissa Oliveira
OPM Analyst
Central Grants Office
999 Broad St. Bridgeport, CT 06604
Phone- 203-332-5665

From: Gaudett, Thomas <Thomas.Gaudett@Bridgeportct.gov>
Sent: Wednesday, December 16, 2020 11:13 AM
To: Oliveira, Melissa <Melissa.Oliveira@Bridgeportct.gov>
Cc: Agenda, Council <Council.Agenda@Bridgeportct.gov>; DeJesus, Isolina <Isolina.DeJesus@Bridgeportct.gov>
Subject: RE: Resolution for City Council Meeting on December 21, 2020

Thank you. You are all set to proceed to the Council with this request.

-Tom

From: Oliveira, Melissa <Melissa.Oliveira@Bridgeportct.gov>
Sent: Tuesday, December 15, 2020 3:14 PM
To: Gaudett, Thomas <Thomas.Gaudett@Bridgeportct.gov>
Cc: Agenda, Council <Council.Agenda@Bridgeportct.gov>; DeJesus, Isolina <Isolina.DeJesus@Bridgeportct.gov>
Subject: Resolution for City Council Meeting on December 21, 2020

Good afternoon Tom,

Attached please find a resolution to be submitted for immediate consideration at the upcoming City Council meeting. Please see below a brief description:

State of Connecticut Department of Transportation- DUI Enforcement Program- \$59,285

The City of Bridgeport Police Department was selected to participate in the Comprehensive DUI Enforcement project which utilizes funds from Connecticut's 154 alcohol-impaired driving grant monies from the National Highway Traffic Safety Administration. Funds will be used to cover overtime costs associated with the roving enforcement details as well as the purchase of breathalyzers.

Please note that we will also be submitting another resolution that is to be referred to committee either later today or tomorrow morning. Isolina will be contacting the City Council President today in order to obtain approval for immediate consideration. If you have any questions or concerns, please let us know.

Thank you,

Melissa Oliveira
OPM Analyst
Central Grants Office
999 Broad St. Bridgeport, CT 06604
Phone- 203-332-5665



**OFFICE OF THE CITY CLERK
COMMUNICATION FORM**

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration Items only

Log ID/Item number: 07-20
 Submitting Department / Finance Department
 Contact Name Kenneth Flatto, Director
 Subject: Grant Submission: re State of Connecticut Coronavirus Relief Fund Municipal Program Grant (CRF) for COVID-19 Eligible Expenses.
 Referred to Committee: Immediate Consideration
 City Council Date: December 21, 2020

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganim

Joseph P. Ganim, Mayor

12/29/2020
Date

ATTEST
CITY CLERK

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20 DEC 22 AM 10: 29

ATTEST
CITY CLERK

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COMM. #07-20 Ref'd for IMMEDIATE CONSIDERATION on 12/21/2020

December 17, 2020

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

RECEIVED
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20 DEC 18 AM 10:32
ATTEST
CITY CLERK

Re: Resolution – State of Connecticut Coronavirus Relief Fund Municipal Program Grant for Bridgeport Covid-19 eligible expenditures

Attached please find a Resolution to the City Council to accept a State Coronavirus Relief Fund Municipal Grant Program (CRF) for funding COVID-19 costs incurred by the City between March and December 2020.

This request is being fast tracked, as requested by the State Office of Policy and Management yesterday, due to the COVID-19 public health emergency based upon a full and final funding amount received by the State from the federal government under the 2020 CARES Act. The State requires municipal city Finance Directors to manage and certify this grant acceptance process.

This CRF grant is supplemental to any FEMA grant funding previously approved by the Council. The State determined this final funding level this week based upon factors including municipal population and community equalized grand list criteria. Bridgeport is getting a significant portion of this state grant funding, totaling \$4.6 million for FY2021 plus \$871,000 for last fiscal year.

We respectfully request that this be added as an item to the City Council's meeting agenda on Monday, December 21, 2020 for **IMMEDIATE CONSIDERATION** in order to execute necessary and required documents to ensure participation in the program.

If you have any questions or require additional information, feel free to contact me.

Thank you,

Ken

Kenneth Flatto
Director of Finance

Cc: Mayor, Central Grants, OPM

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ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Office of Policy and Management- Coronavirus Relief Fund Municipal Program Grant for COVID-19

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Finance Department

CONTACT NAME: Kenneth Flatto

PHONE NUMBER: 203-576-8010

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport is awarded grant funds under the State's 2020 Coronavirus Relief Municipal Program Grant program (CRF), approved by the Governor and State Legislature, supplying funding to all municipalities for various COVID-19 related expenditures incurred between March 2020 and December 2020, from funding received by the State under the federal CARES Act. This grant program provides funds to assist communities responding to and recovering from the COVID-19 public emergency declared by the federal and state governments.

On March 13, 2020, the President declared that an emergency exists nationwide as a result of COVID-19. The US Congress approved the CARES Act providing certain funding to States.

Eligible measures taken to respond to the COVID-19 emergency and eligible costs incurred by municipalities that relate to the COVID-19 pandemic have been deemed eligible by the State based upon guidelines promulgated by the US Department of Justice. The State had defined for Finance Directors that such eligible expenses for this CRF grant may include: health and public safety direct salary costs, disinfection of eligible public facilities, purchase and distribution of personal protective equipment and hazardous material suits, security and law enforcement, technology costs incurred in response to the pandemic, and communication of general health and safety information.

This State CRF grant reimburses 100% of such expenditures incurred between March 2020 and December 30 2020, except the CRF grant shall solely reimburse 25% of such costs which are approved for FEMA reimbursement. The City expects to receive a total of approximately \$871,000 for FY2020 and \$4.6 million for FY2021.

CONTRACT PERIOD: 03/20/20 – 12/30/2020

Federal:	\$
State:	\$ 100% of incurred costs (or 25% of FEMA eligible)
City:	\$
Other:	\$

RECEIVED
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 WEST
 CITY CLERK

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Coronavirus Relief Fund Municipal Program Grant (CRF)
for COVID-19 Eligible Expenses**

WHEREAS, the **State of Connecticut** is authorized to extend financial assistance to municipalities in the form of grants and the State has received COVID-19 related funding from the federal CARES Act; and

WHEREAS, this funding is made possible through a **State of Connecticut Coronavirus Relief Fund Municipal Program Grant (CRF)** as the State Office of Policy and Management has determined the full amount of such grant funding for Bridgeport and other municipalities in December 2020; and

WHEREAS, the purpose of the State CRF municipal grant program is to assist communities responding to and recovering from the public health COVID-19 pandemic emergency declared by the President; and

WHEREAS, On March 13, 2020, the President declared that an emergency exists nationwide as a result of COVID-19; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit applications and certifications and other information to the **State of Connecticut Office of Policy and Management for this Coronavirus Relief Fund Municipal Program Grant (CRF)** in order to receive reimbursement of eligible costs incurred by the City and city departments for COVID-19 related expenditures and activities incurred between March 20 2020 and December 30, 2020.

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

1. That it is cognizant of the City's 2020 **Coronavirus Relief Fund Municipal Program Grant (CRF)** approved by the **State of Connecticut as administered through the State Office of Policy and Management** for the purpose of reimbursing expenditures eligible under this 2020 **Coronavirus Relief Fund Municipal Program Grant (CRF)** during the COVID-19 public emergency pandemic.
2. That it hereby authorizes, directs and empowers the Director of Finance and the Mayor to execute and file such applications and certifications required with the State of Connecticut Office of Policy and Management under this 2020 **Coronavirus Relief Fund Municipal Program Grant (CRF)** for the COVID-19 public emergency funding relief and authorizes the city to accept such grant funds and to provide all such additional information and to execute such other financial and grant documents as may be necessary to administer this 2020 **Coronavirus Relief Fund Municipal Program Grant (CRF)**.

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20 DEC 18 AM 10:32
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CITY CLERK

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

Telephone (203) 576-7647
Facsimile (203)576-8252

CITY ATTORNEY
R. Christopher Meyer

999 Broad Street

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

Bridgeport, CT 06604-4328

ASSOCIATE CITY ATTORNEYS

Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalò
Eroll V. Skyers
Tyisha S. Toms
Lisa R. Trachtenburg



December 2, 2020

Honorable City Council
Of the City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06610

RECEIVED
CITY CLERKS OFFICE
20 DEC 16 PM 1:38
ATTEST
CITY CLERK

Re: Resolution No. 152-19 Requesting Legal Assistance from the City Attorney's Office

Dear Honorable Council Members:

This correspondence is in response to the above-referenced resolution adopted upon Immediate Consideration by the City Council at its August 3, 2020 meeting.

The Office of the City Attorney respectfully submits the following information, advice, counsel and recommendations:

RELEVANT LEGAL AUTHORITIES

- **BPT City Charter, Chapter 5, Sec. 5 (b)** which states in pertinent part:

“The city council may determine its rules of proceeding in conformity to the general principles of parliamentary law, may punish members for disorderly behavior, and after notice and hearing may, by a two-thirds vote of all council members, expel a member for due cause. . .”

- **BPT Code of Ordinances, Sec. 2.04.140 Removal from office – Procedure** which states:

“A. No person shall be removed from office pursuant to the authority vested in the city council by the city Charter except in accordance with the provisions of this section.

B. A removal proceeding may be initiated by:

1. The mayor summons an officer to appear before the city council at a place and time specified in the summons to show cause why he/she should not be removed from office as provided in the city Charter. Such summons shall specify the charges against the officer whose removal is sought. A copy of such summons shall be filed with the city clerk;

2. The affirmative vote of eleven council members upon a resolution summoning the officer to appear before the council at a place and time specified in the resolution to show cause why he/she should not be removed from office. Such resolution shall specify the charges against the officer whose removal is sought.

C. Whenever the city council votes to summon an officer to appear before it, as provided in the Charter and this section, the council president shall cause a summons, containing the information required by the Charter, to be served on such officer.

D. The officer whose removal is sought shall have the right to appear at any proceeding conducted pursuant to the provisions of this section; to be represented by counsel; to confront and cross-examine all witnesses; to produce witnesses in his own defense and to the same compulsory process as is available to the city council under Chapter 5, Section 5(e) of the city Charter.

E. The city council, sitting as a committee of the whole, with the council president presiding (or in his/her absence a council member elected by a majority of the council members present) shall conduct a public hearing to determine whether cause exists for removal and shall prepare and submit a recommendation to the full council for its action thereon. A transcript of any such hearing shall be prepared and filed with the city clerk, as required by Chapter 2, Section 17(c) of the city Charter. The mayor or the independent counsel appointed pursuant to subsection I of this section, as the case may be, shall have the burden of proof as to the complaint. A finding by the ethics commission of a violation of the ethics ordinance shall constitute prima facie evidence supporting removal under this section. The record of transcript of any proceeding before the ethics commission shall be included in the record and made available to the members of the city council. Conformity to legal rules of evidence shall not be required. All witnesses shall be sworn. The council shall be the judge of the relevance and materiality of the evidence offered. Council members may question witnesses at any point in the proceeding. The council may receive and consider the evidence of witnesses by affidavit, but shall only give it such weight as deemed proper after consideration of any objection made to its admission.

F. The committee of the whole and city council shall act upon the proposed removal within thirty (30) days of the conclusion of the hearing required by subsection E of this section, provided that the time limit may be amended by a majority vote of the whole number of council members, for reasonable cause shown.

G. No officer shall be removed except upon the affirmative vote of two-thirds of the members of the city council, as required by the city council, as required by the city Charter.

H. Any complaints pending before the city council on the effective date of the ordinance codified in this section shall be handled pursuant to its provisions.

I. Whenever the city council votes to summon an officer to appear before it, pursuant to Chapter 2, Section 17(b) of the city Charter, it shall, by majority vote, appoint an independent counsel to prosecute the complaint.”

- **BPT City Council Rules of Order, Rule XXVI:** *Conduct in City Council* which states:

“In speaking, City Council members shall refrain from mentioning any other member by name, shall confine themselves to the question, shall be courteous and not use unbecoming, abusive, or unparliamentary language, and shall avoid personalities.

Any member who, in debate or otherwise, indulges in personalities or makes charges reflecting upon the character of another member, shall make an apology in open session at the meeting at which offense is committed, or at the next succeeding regular meeting, and, failing to do so, shall be named by the President or held in contempt, and suspended from further participation in debate until said apology is made.”

- **Conn. Gen. Stat. Sec. 7-148h.** *Ethics commission; establishment and powers. Interest in conflict with discharge of duties* which states in pertinent part:

“(a) Any town, city, . . . may, by charter provision or ordinance, establish a board, commission, council, committee or other agency to investigate allegations of unethical conduct, corrupting influence or illegal activities levied against any official, officer or employee of such town, city, district or borough. The provisions of subsections (a) to (e), inclusive, of section 1-82a shall apply to allegations before any such agency of such conduct, influence or activities, to an investigation of such allegations conducted prior to a probable cause finding, and to a finding of probable cause or no probable cause. Any board, commission, council, committee or other agency established pursuant to this section may issue subpoenas or subpoenas duces tecum, enforceable upon application to the Superior Court, to compel the attendance of persons at hearings and the production of books, documents, records and papers. . . .”

- **BPT Code of Ordinances, Ch. 2.38 – Code of Ethics** which states in pertinent part:

“2.38.030 - *Standards of conduct.*

A. General Prohibition. No official or employee shall have any interest, financial or otherwise, direct or indirect, or engage in any business employment, transaction or professional activity, or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his/her duties or employment in the public interest and of his/her responsibilities as prescribed in the provisions of this chapter.

B. Specific Conflicts. No official or employee shall:

1. Solicit or accept any gift, directly or indirectly, whether in the form of money, loan, gratuity, favor, service, thing or promise, or in any other form, under circumstances in which it can reasonably be inferred that the gift is intended to influence him/her in the performance of his/her

duties or employment in the public interest. Nothing herein shall preclude the solicitation or acceptance of lawful contributions for election campaigns;

2. Knowingly have or acquire any financial interest or any personal interest, direct or indirect, in any contract or purchase order for any real estate, supplies, materials, equipment or contractual services furnished to, or used by, the city in connection with any project, matter or thing which comes within his/her jurisdiction or the jurisdiction of the board, commission or committee of which he/she is a member or the department or agency by which he/she is employed;

3. Engage in any business transaction or activity or have a financial interest, direct or indirect, which is incompatible with the proper discharge of his/her duties or employment in the public interest or which may impair his/her independence of judgment in the performance of such duties or employment;

4. Without proper legal authorization, disclose confidential information concerning the property, government or affairs of the city, nor shall he/she use such information to advance his/her financial or personal interest;

5. Vote upon or otherwise participate in any transaction, contract or sale with the city or in the sale of real estate, materials, supplies or services to the city or from the city, if he/she has a personal or financial interest therein;

6. Use or permit the use of city-owned vehicles, equipment, materials or property for personal convenience or profit, except as authorized by the proper authority.

7. Provide false information on an official form provided to the city;

8. Use their official position to retaliate against any person who files an ethics complaint.

C. Contracting. No official or employee or any business with which he/she is associated shall enter into any contract (other than a contract of employment not otherwise prohibited by, or in conflict with, the provisions of this chapter) or engage in any business transaction or activity with the city, or have a personal or financial interest, direct or indirect, in such transaction, unless the contract has been awarded or the transaction conducted through an open and public process, including prior public offer and public disclosure of all proposals considered and the contract awarded.

D. Fair and Equal Treatment. No official or employee shall use his/her position to secure or to grant special consideration, treatment, advantage, privilege or exemption to himself/herself or any person beyond that which is available to every other person; except that nothing herein is intended to, or shall void, affect, restrict or limit in any way the power or authority of any officer to exercise that discretionary authority granted him/her pursuant to his/her position.

E. Penalties. The failure to comply with, or any violations of, the standards of conduct established by this chapter may upon determination by the proper authority, following proper proceedings and hearings, constitute a cause for disciplinary action or other appropriate

penalties. Nothing in this chapter is intended to, or shall, deprive any official or employee of all those rights and remedies granted him/her by any relevant and applicable contract, collective bargaining agreement, ordinance, Charter provision, statute, constitution or other legal authority. Any and all contracts, agreements, undertakings, commitments, purchases and obligations made, entered into, procured or agreed to in violation of this chapter shall be null and void.

2.38.040 - *Commission on ethics.*

. . . D. Powers and Duties. . . . The commission shall not later than fifteen (15) days after the close of the hearing file its findings as to a violation of this chapter, together with a memorandum of its reasons therefore with the city clerk, and publishes a notice thereof in a newspaper circulated in the city. The commission shall have no authority to discipline any official or employee and nothing in this chapter is intended to, and should not be construed so as to deprive any official or employee of any right, privilege or remedy granted him/her by any relevant and applicable contract, collective bargaining agreement, ordinance, Charter provision, statute, constitution or other legal authority. The commission may recommend to the appropriate appointing authority disciplinary action or sanctions to be imposed as against officials, which recommendations may include, but are not limited to, reprimand, censure and removal from office.

ANALYSIS & DISCUSSION

The City Council has adopted rules for proceeding in accordance with authority granted by Charter, Chapter 5, Sec. 5 (b).

Pursuant to City Council Rules of Order, Rule XXVI, the Council President may under certain prescribed circumstances name or hold in contempt and suspend from further participation in Council debate until an appropriate apology is made. It is reasonable and proper to interpret this Rule as suspending the member named or held in contempt from participation both at meetings of the full City Council and any committees thereof. While Rule XXVI does not expressly require a vote by the full City Council to approve the President's naming or holding a member in contempt and barring such member from debate until an appropriate apology is made, it is recommended that the Council President consider having the City Council vote to ratify any such action.

Pursuant to Charter, Chapter 5, Sec. 5 (b) the City Council has further authority to punish its members for disorderly behavior and to expel a member for due cause. Due cause means adequate justification as reasonably determined by the City Council based upon all pertinent facts, circumstances and information. It is our recommendation that prior to issuing any discipline (beyond suspension of debate privileges under Council Rule of Order XXVI) against a council member, procedural due process requirements require the member be notified of any charges being brought against him and the member be afforded the right to a hearing on such charges.

Moreover, Ordinance Sec. 2.04.140 *Removal from office-Procedure* sets forth a detailed due process procedure when a person who holds a city office is being considered for removal from

that office. There are two means by which this process of removal can be commenced. Section 2.04.140(B)(1) provides that the Mayor may summons an officer to appear before the city council at a designated time and place to show cause as to why the officer should not be removed. Such summons shall specify charges against the officer. Section 2.04.140(B)(2) provides that removal proceedings can commence upon the affirmative vote of eleven city council members on a resolution summoning the officer to appear before the council at a time and place specified to show cause why he/she should not be removed. Such resolution shall specify the charges against the officer whose removal is sought.

It would appear based on the language of Charter Sec. 5(b) and Ordinance Sec. 2.04.140 that the City Council as a whole (not the Mayor) should be the party to decide in what manner, if any, to proceed concerning Council member disorderly conduct or behavior. This is so because under Charter Sec. 5(b) the authority to punish and remove a city council member is vested with the Council itself. Section 2.04.140 (B)(1), which grants the Mayor the authority to summons an officer to the council for removal purposes, appears to apply more appropriately when there is a claim that a City officer serving on a commission/board has engaged in conduct that warrants removal from office.

This position is further supported by Charter, Chapter 2 Sec. 17 (a) which empowers the Mayor to seek removal of any person he or his/her predecessor has appointed to an office if the Mayor believes that such person is incompetent, is guilty of misfeasance or malfeasance, or is in violation of the City's ethics rules. It should be noted that Charter, Chapter 2, Sec. 17(b) is not applicable to scenarios where the City Council is addressing the issue of removing a member of the body for due cause; since that section governs only "any person appointed to office by the city council", not elected Council members.

In order to determine how to proceed, the City Council first must decide by formal vote whether charges against a member are warranted. If the Council decides that charges are not warranted, then the matter is closed. If the Council decides that charges are warranted, then it must also determine whether the conduct rises to the level that would warrant removal from office if the charges are sustained (i.e. proven) at a due process hearing.

If the Council adopts a resolution to bring charges for removal of a member from office under Ordinance Section 2.04.140 1 (B) (2) cited above, then the procedural process outlined in such ordinance must be followed.

If on the other hand the Council votes to prefer charges; but nevertheless, the Council determines that even if the charges are proven, the conduct does not rise to a level where removal from office is warranted, then the Council does not have to strictly adhere to the procedural requirements of City Ordinance 2.04.140. However, the Council still must draft charges, serve them upon the charged member, and provide such member a reasonable opportunity to be heard on said charges before the Council can determine guilt or innocence and administer any lesser punishment than removal from office. Although the Council would not have to strictly adhere to the provisions of City Ordinance 2.04.140 under such a scenario, the procedural process outlined in that section can, and it is recommended should, be used as guidance in order to ensure an accused member is afforded proper notice and opportunity to be heard on any charges brought.

With regards to determining the extent to which the City Council possesses authority to discipline its membership, the forum in which the behavior or conduct at issue occurs is relevant to the analysis. The authority of the Council to determine acceptable versus non-acceptable behavior is strongest and clearest when addressing matters that occur during an official meeting of the Council as a public body or during a Council committee meeting, public hearing or other official proceeding. A lesser level of authority may be exercised over conduct of Council members outside of official public meetings, but which nonetheless pertains to or concerns official City Council business or operations, or communications between or amongst Council members or City staff, and which impedes the body's ability to conduct official business and/or reflects negatively upon the integrity and reputation of the body itself.

Upon findings of violations of the City's Code of Ethics by the City's Ethics Commission, the City Council may initiate due process disciplinary proceedings against a member. The City's Code of Ethics at Ordinance Sec. 2.38.040 D. provides that the Ethics Commission has no disciplinary authority; but may recommend disciplinary action or sanctions to be imposed as against officials, (which recommendations may include, but are not limited to, reprimand, censure and removal from office) to the appropriate appointing authority. Section 2.38.040 D. does not provide for the Ethics Commission to recommend discipline of individuals to a disciplinary authority (unless such authority is also the appointing authority), which is not the case for Council members who obviously are not appointees, but rather elected officials.

However, Sec. 2.38.040 D. does provide that the Ethics Commission shall not later than fifteen (15) days after the close of the hearing file its findings as to a violation of this chapter, together with a memorandum of its reasons therefore with the city clerk and publishes a notice thereof in a newspaper circulated in the city. Consequently, such published notice may form the basis for disciplinary proceedings being conducted by the City Council against a member found by the Ethics Commission to have committed an Ethics Code violation, even though the Council is not "an appropriate appointing authority" to whom the Ethics Commission recommends disciplinary action or sanctions to be imposed as against an official as referenced by Sec. 2.38.040 D.

Moreover, Ordinance Sec. 2.04.140 E. provides: ". . . A finding by the ethics commission of a violation of the ethics ordinance shall constitute prima facie evidence supporting removal under this section. The record of transcript of any proceeding before the ethics commission shall be included in the record and made available to the members of the city council. . . "

DRAFT Notice Letter for the Council to Approve for Issuance by the Council President

Resolution No. 152-19 states in various of its WHEREAS Clauses that:

"WHEREAS, recently there has been a material decrease in decorum and civility, a commensurate increase in unbecoming, abusive and unparliamentary conduct, at City Council and committee meetings, as well as by City Council Members acting outside of such official meetings concerning matters regarding City council business, operations and fellow Members;

WHEREAS, the decrease in civility and decorum and the increase in abusive conduct impairs the ability of the City Council to perform its duties and obligations under the Charter of the City of Bridgeport; and

WHEREAS, this is a matter that requires immediate consideration in order to preserve good order and discipline in official City Council proceedings and to foster courteous and non-abusive behavior that reflects positively upon the City Council and instills public confidence in the body, particularly during these times of the COVID-19 emergency and the national protests and demonstrations concerning the need for substantive police reform.

Nevertheless, despite the recent material decline of civility in Council discourse and debate, and the increase in discourteous, unbecoming, abusive, unparliamentary language, personal attacks and making charges reflecting upon the character of another member as well as other disruptive behavior; the City Council leadership and the Council as a whole have refrained from pursuing, or failed to take, formal administrative action to enforce the Council's Rules of Order, decorum, civility, parliamentary procedures and behavior. Therefore, it is respectfully recommended that no disciplinary action be taken for actions, conduct, behavior or statements occurring to date.

Rather, it is urged that the City Council vote as a body to approve the City Council President issuing a letter to provide that body's membership with clear and timely advance notice that henceforth improper, inappropriate, disruptive and/or disorderly behavior that violates the City Charter, ordinances, Council's Rules of Order and/or any other governing legal authority will no longer be tolerated and will be subject to disciplinary action as appropriate. A DRAFT sample letter is submitted herewith (as Attachment "A") for the Council President's consideration.

Very truly yours,



R. Christopher Meyer
City Attorney

Cc: Mayor Joseph P. Ganim
Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
John P. Bohannon, Jr., Deputy City Attorney
John Mitola, Associate City Attorney
Bruce R. Levin, Associate City Attorney
Eroll V. Skyers, Associate City Attorney
Mark T. Anastasi, Esq.

Attachment "A"



CITY COUNCIL BRIDGEPORT

December 16, 2020

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

ATTEST
CITY CLERK

RECEIVED
CITY CLERKS OFFICE
20 DEC 16 PM 3:17

Re: Disorderly, Abusive, Unparliamentary Behavior/ Conduct by City Council Members

Dear Fellow Council Members:

Attached is a copy of the legal advice and opinion letter from City Attorney R. Christopher Meyer dated December 2, 2020, which he has submitted to all of us in response to City Council Resolution No. 152-19 (approved upon Immediate Consideration at our Regular monthly meeting of August 3, 2020).

As you can see, City Attorney Meyer drafted a proposed letter to be issued by me in my capacity as City Council President; and pursuant to his recommendation I am submitting to the body this executed letter for ratification prior to my formally issuing it to each City Council member. As discussed in the City Attorney's written response to Resolution No. 152-19, the purpose of this letter is to provide clear and timely notice to the Council membership that our past tolerance as a body of disruptive, disorderly, abusive, unparliamentary behavior and conduct will no longer be tolerated by the Council President, the Council Leadership, and the full City Council.

I will not be singling out any Council member (or members) as an example(s) of prior inappropriate conduct, since to do so would simply lead to further divisiveness and unnecessary debate. Rather, I respectfully and sincerely ask that each of us examine our own recent interactions with our fellow members and our public behavior, to confirm in our own minds the apparent need for a more forceful response to any future disorderly conduct.

Therefore, express notice is hereby provided that future inappropriate actions, disruptive, unparliamentary, abusive or disorderly behavior by Council members that violates City Charter, Code of Ordinances, City Council Rules of Procedure or other legal authority will no longer be accepted as appropriate or tolerated in the futile hopes that such improper behavior will cease of its own accord. The Council must be more pro-active in demanding that all members act in an appropriate manner, being reasonably respectful to our fellow members, City staff and the public we serve.



CITY COUNCIL BRIDGEPORT

Obviously, this does not mean that our membership will not continue to have certain policy, process and political disagreements. That is to be expected in any elected legislative body. However, as public officials elected to represent our respective Council districts, we owe it to our legislative body, to our constituents and to our great City, to serve with dignity and distinction; to treat our fellow members with mutual respect and civility; and to exercise reasonable decorum and proper behavior.

Further, I want to emphasize that this letter is not a threat. Its purpose is to provide fair notice of the change in how this body intends to respond to future behavior that is disruptive, disorderly, abusive or unbecoming, and which impedes the important legislative responsibilities assigned by City Charter to us as a public agency.

As your elected President I recognize that it my responsibility to lead on this matter and to accept my own share of the responsibility for perhaps being too willing to tolerate prior misconduct in the hope and expectation that things would improve of their own accord and without forceful intervention of the Council Leadership. I urge you all to please read City Attorney Meyer's letter carefully and note the various legal authorities he cites as governing our behavior and conduct.

These authorities include, but are not limited to:

- **BPT City Charter, Chapter 5, Sec. 5 (b) which states in pertinent part:**

"The city council may determine its rules of proceeding in conformity to the general principles of parliamentary law, may punish members for disorderly behavior, and after notice and hearing may, by a two-thirds vote of all council members, expel a member for due cause."

- **BPT Code of Ordinances, Sec. 2.04.140 *Removal from office — Procedure***

- **BPT City Council Rules of Order, Rule XXVI: *Conduct in City Council* which states:**

"In speaking, City Council members shall refrain from mentioning any other member by name, shall confine themselves to the question, shall be courteous and not use unbecoming, abusive, or unparliamentary language, and shall avoid personalities.

Any member who, in debate or otherwise, indulges in personalities or makes charges reflecting upon the character of another member, shall make an apology in open session at the meeting at which offense is committed, or at the next succeeding regular meeting, and, failing to do so, shall be named by the President or held in contempt, and suspended from further participation in debate until said apology is made."

- **BPT Code of Ordinances, Ch. 2.38 - *Code of Ethics*.**

I direct your attention to the City Attorney's letter for more detailed discussion of these legal authorities.



CITY COUNCIL BRIDGEPORT

This notice notwithstanding, it remains my staunch hope and even continued expectation, that as responsible elected officials we will be able to avoid any future disorderly behavior by all our members. Obviously, utilizing the disciplinary tools available to the body is perceived to be a last resort, one which the Council Leadership would clearly like to avoid any necessity for. However, prospectively we will not hesitate to take forceful disciplinary action as warranted.

Thank you all for your thoughtful attention to this matter; and I ask for your vote of support for the formal issuance of this notice letter.

Sincerely,

Aidee Nieves
City Council President

Cc: Mayor Joseph P. Ganim
Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
R. Christopher Meyer, City Attorney
John P. Bohannon, Jr., Deputy City Attorney
John R. Mitola, Associate City Attorney

Item # *02-20 Consent Calendar

Budget Transfer to Fiscal Year 2020-2021 General Fund
Budget From: Citywide Contingency Account #01610000-
57005 (\$560,000) To: Airport Department Public Safety
Equipment Account #01375000-55175 (\$560,000) for the
purpose of replacing damaged components of the
Engineered Materials Arresting System (EMAS) associated
with Runway 6 located at Sikorsky Memorial Airport.



**Report
of
Committee
on**

Budget and Appropriations

City Council Meeting Date: December 21, 2020

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

RECEIVED
CITY CLERKS OFFICE
21 JAN 13 AM 11:31
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

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:

Item No. *02-20 Consent Calendar

RESOLVED, That the attached Justification Document regarding a Budget Transfer from Fiscal Year 2020-2021 General Fund Budget for the purpose of replacing damaged components of the Engineered Materials Arresting System (EMAS) associated with Runway 6 located at Sikorsky Memorial Airport From: Citywide Contingency Account #01610000-57005 (\$560,000) To: Airport Department Public Safety Equipment Account #01375000-55175 (\$560,000) be, and hereby is APPROVED.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

Scott Burns, D-130th, Co-chair

Ernest E. Newton II, D-139th, Co-chair

Denese Taylor-Moye, D-131st

Jeanette Herron, D-133rd

Matthew McCarthy, D-130th

Jorge Cruz, Sr., D-131st

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: December 21, 2020

CITY OF BRIDGEPORT
Office of Policy & Management
JUSTIFICATION DOCUMENT
JD #1

BE IT RESOLVED:

That the Common Council of the City of Bridgeport finds that the unencumbered balance of the "transferred from" appropriation(s) listed below equals or exceeds the estimated expenditures of the City required for such purpose during the remainder of the current fiscal year. The Council finding that the remaining amount after transfer is sufficient for all expenditures of the City for the purpose thereof during the budget year is justified by the following determination of facts and actions taken:

Enclosed for your review and approval is a Budget Transfer Document # 1 for Fiscal Year 2020-2021 which has been reviewed by the Office of Policy and Management and is summarized below.

The Office of Policy and Management requests the transfer of \$560,000 from the Citywide Contingency account # 01610000-57005 into Airport Department Public Safety Equipment account # 01375000-55175 for the purpose of replacing damaged component of the Engineered Materials Arresting System(EMAS) associated with Runway six(6) at Sikorsky Memorial Airport. The Damaged EMAS system helps provide the necessary safety buffer between the end of the runway and Main Street.

Appropriation Account Number	Allocated To	Approved Budget	Amount of Transfer	After Transfer
01610000-57005	From	\$1,000,000	\$560,000	\$440,000
01375000-55175	To	\$1,000	\$560,000	\$561,000
Total		\$1,001,000	\$1,120,000	\$1,001,000

REVENUES:

A. BE IT FURTHER RESOLVED:

That the Common Council finds that such transfer of funds will not reduce city revenues or revenue estimates for the current or future fiscal year.

COMMENTS:

Please make the above budget transfer revision to reflect a more accurate distribution of funds.

Chairman Budget/Appropriations Committee:

Date of action:



- Back
- Search
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- Display
- PDF
- Save
- Excel
- Word
- Email
- Schedule

Account

Fund	01	... GEN FUND	Acct	01 -06-130-610-000-57005 -
Org	01610000	... OTHER FINA	Acct name	CONTINGENCY
Object	57005	... CONTINGENC	Type	Expense ▼
Project	...		Rollup	... <input type="checkbox"/>
			Sub-Rollup	... <input type="checkbox"/>

MultiYr Fund

4 YEAR COMPARISON CURRENT YEAR HISTORY 4 YEAR GRAPH HISTORY GRAPH

	Fiscal Year 2021		Fiscal Year 2020	Fiscal Y
Yr/Per 2021/05				
Original Budget	1,000,000.00		1,000,000.00	1,00
Transfers In	.00		.00	
Transfers Out	.00		-500,000.00	
Revised Budget	1,000,000.00		500,000.00	1,00
Actual (Memo)	.00		.00	
Encumbrances	.00		.00	
Requisitions	.00			
Available	1,000,000.00		500,000.00	1,00
Percent used	.00		.00	



Back



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Browse



Output



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Excel



Word



Email



Schedule

Account

Fund	01	...	GEN FUND	Acct	01 -03-030-375-000-55175 -	
Org	01375000	...	AIRPORT	Acct name	PUBLIC SAFETY EQUIPMENT	
Object	55175	...	PBL SFTY E	Type	Expense	Stat
Project		...		Rollup	...	
				Sub-Rollup	...	
					MultiYr Fund	

4 YEAR COMPARISON

CURRENT YEAR HISTORY 4 YEAR GRAPH HISTORY GRAPH

Yr/Per 2021/05	Fiscal Year 2021	Fiscal Year 2020	Fiscal Y
Original Budget	1,000.00	1,000.00	
Transfers In	.00	.00	
Transfers Out	.00	-479.50	
Revised Budget	1,000.00	520.50	
Actual (Memo)	712.80	272.50	
Encumbrances	27.76	.00	
Requisitions	.00		
Available	259.44	248.00	
Percent used	74.06	52.35	

Item # *198-19 Consent Calendar

On-call Bridge Inspection and Structural Engineering
Professional Services Agreement with RHS Consulting
Design, LLC; A. DiCesare Associates, P.C. and Wengell
McDonnell & Costello, Inc.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: December 21, 2020

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

RECEIVED
CITY CLERKS OFFICE
21 JAN 13 AM 11:31
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *198-19 Consent Calendar

**RESOLUTION
OF THE
BRIDGEPORT CITY COUNCIL
REGARDING THE
REQUEST FOR QUALIFICATIONS
BRIDGE INSPECTION AND
STRUCTURAL ENGINEERING**

WHEREAS, The City of Bridgeport Engineering Department is proceeding with inspections of the over 70 bridges within the City limits and must identify insufficiencies and repairs needed to these bridges; and

WHEREAS, the City will utilize this list of bridges to secure grant funding for replacement and repair projects; and

WHEREAS, the City issued an RFQ that sought firms capable of performing such specific tasks of inspection of city owned bridges and structures; and

WHEREAS, nine (9) consulting firms submitted qualification; and

WHEREAS, a Selection Committee comprised of representatives from the Engineering Department and Public Facilities office reviewed these responses then established a short list of six (6) firms to interview, and then its final selection of three (3) firms; and

WHEREAS, pursuant to the Selection Committee review Engineering recommended to the Board of Public Purchases that the following three firms be awarded contracts: RHS Consulting, Cheshire CT; A DiCesare Associates, Bridgeport CT and Wengell Mc Donnell & Costello Inc, Newington CT; and

WHEREAS, the City wishes to enter into a three-year contract on a task-order basis with each of the three selected firms so as to continue inspections and structural design contracts; and

NOW, THEREFORE, BE IT RESOLVED that in consultation with the City Attorney, the City of Bridgeport is authorized to issue contracts substantially in the form of the agreement attached to RHS Consulting, A DiCesare Associates and Wengell McDonnell and Costello Inc; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Contracts
Item No. *198-19 Consent Calendar

-2-

BE IT FURTHER RESOLVED that the Mayor or the Director of Public Facilities, or their respective designees, are hereby authorized to execute all agreements, take all necessary actions and do all necessary things in furtherance of this matter consistent with this resolution and in the best interests of the City.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**

Jeanette Herron, D-133rd, Co-chair

Matthew McCarthy, D-130th, Co-chair

Jorge Cruz, Sr., D-131st

Michael A. DeFilippo, D-133rd

Alfredo Castillo, D-136th

Samia S. Suliman, D-138th

Ernest E. Newton II, D-139th

City Council Date: December 21, 2020

ON-CALL

BRIDGE INSPECTION SERVICES

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF BRIDGEPORT

AND

RHS CONSULTING DESIGN, LLC

2020

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of the day of November, 2020, by and between the **CITY OF BRIDGEPORT**, a municipal corporation, located in Bridgeport, Connecticut, acting through its Engineering Department (hereinafter referred to as "**City**") and RHS Consulting Design, LLC, a limited liability Corporation, having an address at 345 Highland Avenue, Ste. 201, Cheshire, CT 06410 (hereinafter referred to as "**Consultant**").

WHEREAS, the City released a Request for Qualifications for on-call bridge inspection services consultants (#ENX020202); and

WHEREAS, the Consultant submitted its qualifications/proposal to Request for Qualifications # ENX020202, which is incorporated herein and made a part hereof by reference; and

WHEREAS, the City selected the Consultant based upon its qualifications and further based upon the Consultant's statements and representations made therein for purposes of entering into negotiation for a contract for task driven professional on-call bridge inspection related services ("**Inspection Services**") (more than one chosen consultant will be entering into such a task driven contract);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

DEFINITIONS

The following definitions will be used throughout this Agreement, unless the context requires otherwise:

"**Approval**" or "**Approved**" means, with respect to the administration and performance of this Agreement, that the City, in combination with the Program Manager, as the context requires, has or have given its or their respective written approval(s) to the Consultant when required, including but not limited to, the approval of budgets, Task Orders, directions, changes or deviations from or with respect to Task Orders, additional expenses, substitutions, time delays, schedule changes, etc.

"**Consultant**" means A. DiCesare Associates, PC, the Consultant's Representative, and its Approved consultants and subcontractors designated in writing from time to time during the term of this Agreement.

"**Consultant's Representative**" means a specific individual or individuals designated in writing by the Consultant to the City from time to time as its representative or representatives with respect to the Project. At the inception of this Agreement, the Consultant's Representative shall be _____.

"City" means the City of Bridgeport, a municipal corporation, acting through the Program Manager who shall be designated in writing from time to time during the term of this Agreement, who at the time of this signing is the City Engineer or his/her designee.

"Program Manager" means the City, acting through a specific individual or individuals designated in writing from time to time during the term of this Agreement to the City and the Consultant as its representative or representatives with respect to the Project specified in a Task Order. At the inception of this Agreement, the designee of the Program Manager shall be the City Engineer, Jon Urquidi, or his designee set forth in writing to the City and the Consultant.

"Project" means the periodic (per task order) inspection of certain City bridges as set forth in the Task Orders assigned to the Consultant(s). More than one consultant will be requested to compete for any individual task order to the firms awarded a contract under this RFQ. There is no guarantee of work hereunder.

"Task Schedule" means the schedule of milestones and other time requirements established in each Task Order.

"Services" means the delivery of bridge inspection services and other necessary and related professional services required by a Task Order for the completion of the work described therein.

"Task" or "Task Order" is a description of the Services requested from the Consultant, the format of which is described generally in Paragraph 1.1.D and Exhibit A of this Agreement, and the description of the particular Services requested from the Consultant in a Task Order issued to the Consultant from time to time during the term of this Agreement.

"Term" means the duration of this Agreement, commencing upon the date specified by the City in a Notice to Proceed on Task Order No. 1 and ending either on (a) the completion of the final Task Order then outstanding or (b) the earlier termination of this Agreement as provided herein, or (c) three (3) years from the date hereon, whichever event shall first occur. Any Task Order issued and not concluded at the termination of the Term, or any extension thereof, shall continue as part of this Agreement until termination of said task. The City reserves the right to extend the term of this Agreement, in writing, for one additional year, at its sole discretion, on terms and conditions mutually agreed to between the parties.

ARTICLE I BASIC AGREEMENT

1.1 Structure of the Agreement

A. **Consultant's Qualifications.** The Consultant represents that it is duly-licensed in the State of Connecticut and is qualified and experienced in the provision of engineering bridge inspection, and other structural engineering services as may be required hereunder, in accordance with the requirements of the City as set forth in one or more Task Orders. The successful Consultant will prepare and present to the City for review and acceptance all required data and software programs as determined by the Project Manager and City, as necessary to accomplish the Tasks in the manner more specifically set forth in this Agreement and in accordance with the Task Orders issued by the City.

B. **Use of Task Orders.** The Consulting Services required by this Agreement will be assigned by Task Order to the successful consultant (numerous consultants partaking in these projects) to allow for the sequential or partial completion of work in response to the City's proposed Project requirements. The Consulting Services shall be authorized by one or more Task Orders. The content, schedule and Compensation for each Task Order shall be negotiated prior to commencing Services under such Task Order.

C. **Assignment of Tasks.** The City shall identify and inform the Consultant of Tasks that it wishes the Consultant to perform, each such Task to be set forth in a written Task Order upon mutual agreement of the terms and conditions thereof between the City and the Consultant. Each additional Task Order to a successful consultant will be considered an amendment to this Agreement, shall be incorporated by reference into this Agreement and shall become a part hereof as if fully set forth herein. Each Task Order shall be commenced by the Consultant within five (5) business days of receipt of a written notice to proceed or on the date specified therein (each, a "**Notice to Proceed**").

D. **Task Order Format.** A format for a Task Order is attached as **Exhibit A**. Its inclusion as part of this Agreement illustrates the general framework to be used in authorizing each and every Task Order requiring the Consultant's Services for the duration of this Agreement. The Consultant will be required to prepare an estimate of man-hours and each Hourly Billing Rate to be utilized through the Consultant's forces or through each subcontractor employed or to be employed to perform each Task Order for the duration of the Task Order. Reimbursable expenses shall also be listed as individual line items. After negotiations with the City, the manpower estimate shall be attached to the Task Order.

E. **Authority to Request Additional Tasks or Services.** It is understood and agreed by the parties that, upon the Approval of this Agreement, only the Program Manager, designated by the City in writing from time to time to the Consultant, shall have the authority to add Tasks or Services to this Agreement.

1.2 **Compensation.** The City shall compensate the Consultant for the authorized Services to be performed pursuant to this Agreement as follows:

A. **Basis.** The Consultant shall be compensated for each Task Order on an hourly basis based upon the fee schedule ("Billing Rate") attached hereto as **Exhibit A** set forth to the City monthly by invoice, by achievement of certain milestones, or as may otherwise be set forth in the specific Task Order. If required by the City, the Consultant shall submit projections for each month during the projected duration of such Task Order of the amounts of Compensation to be requested including its best estimate of Reimbursable Expenses (see Exhibit B) in order for the City to appropriately allocate funds for such Compensation.

1.3 **Payment.** Payment of the Compensation set forth herein shall be made to the Consultant as follows:

A. **Progress Payments.** Payment of the Compensation set forth in this Agreement shall be made monthly for the Services completed during the prior month, or by milestone, or as otherwise established by the particular Task Order. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the City in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

B. **Submission of Invoices.** Payment of the Compensation set forth in this Agreement shall be made monthly in proportion for actual hours expended in providing the Services completed during the prior month or upon achievement of a particular milestone as the Task Order shall dictate. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the City in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

C. **Timing of Submission; Payment; Interest.** Invoices shall be submitted for Services rendered during the previous month or upon achieving a certain milestone. The City shall have thirty (30) days to review each complete invoice, and payment of all undisputed amounts for Compensation, shall be made within sixty (60) days after receipt thereof. Notwithstanding anything herein to the contrary, Compensation shall not be paid on disputed invoices or portions thereof and no interest shall be payable to the Consultant on amounts withheld by the City based upon a good faith dispute with the Consultant.

D. **Responsibility for Certain Payments.** 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 consultants and their respective employees.

E. **Unauthorized Charges.** The Consultant expressly understands and agrees that the City shall not be liable for the payment of any Services or other work performed by the Consultant, its subcontractors and consultants based upon unauthorized representations of or directions from officers, agents or employees of the City other than the Program Manager which exceed the Budget for this Project ("**Unauthorized Charges**") unless the Consultant submits in writing to the City within thirty (30) days of rendering Services or other work that is not authorized or that may exceed the Budget a request for approval of such Unauthorized Charges. Unauthorized Charges that are not brought to the City's attention within such 30-day period will not be honored and payment therefore will be deemed waived by the Consultant, its subcontractors and consultants. Nothing contained herein shall oblige the City for payment of Unauthorized Charges.

1.4 **Use of Consultants and Subcontractors.** The Consultant has retained or will retain as subcontractors or consultants, at its sole cost and expense, full-service, licensed (where required) professionals to render the categories of service to complete each Task Order. The names and qualifications of such consultants will be disclosed to the City in writing for review and approval prior to entering into any Task Order. The Consultant shall inform the City in writing in advance of engaging any other subconsultants not identified at the time of execution of a Task Order. The City shall have the right, in the exercise of its reasonable business judgment, to reject any such additional or substitute consultant or subcontractor and to request the Consultant to submit alternative proposals. The retention of such consultants and subcontractors shall not diminish or reduce the overall responsibility of the Consultant under this Agreement for the successful completion of the Task Order work.

1.5 **Project Responsibility and Staffing.**

A. **Consultant's Staffing.** An authorized principal of the Consultant will represent the Consultant in all matters relating to the contractual relationship between the City and the Consultant relating to the work under a Task Order, which person may be removed or replaced as set forth herein in writing from time to time (the "**Consultant's Representative**") in the manner set forth below. It is agreed that the Consultant's Representative shall not be removed by the Consultant without the prior written approval of the City unless such individual has ceased his or her employment with the Consultant. However, the Consultant's Representative shall be removed and replaced, without cost or expense to the City, at the written request of City. If the City requests that the

Consultant's Representative be replaced, the City shall be permitted to terminate this Agreement in the event a replacement, satisfactory to the City in the City's sole discretion, is not provided promptly.

B. **Consultant's Project Manager.** The Consultant shall designate a project manager in writing for each Task Order (the "**Consultant's Project Manager**"). The Consultant's Project Manager shall have responsibility for communications with the City's Program Manager and coordination of the work including, but not limited to, progress reports, meetings, schedule, deliverables and other typical contract administration functions

C. **Subconsultants and Subcontractors.** The Project staff for each Task Order will consist of, at a minimum, the staff identified by the Consultant in the professional categories approved by the City at the time of execution of a Task Order. The Consultant represents that all consultants and subcontractors employed by it in connection with this Agreement possess the requisite licensing (where required) education, training and experience to perform their job descriptions and functions in a competent and professional manner with respect to this Project. No subconsultant shall be replaced without the prior written approval of City. The City may, without incurring cost or expense, require the replacement of any consultant or subcontractor identified in a Task Order in the sole discretion of the City upon written notice to the Consultant.

1.6 **Time.** The Consultant shall complete each Task Order required by this Agreement in a timely fashion in accordance with a schedule for each Task Order (each, a "**Schedule**"). Once the parties hereto have agreed to the Schedule for a Task Order, all dates set forth in the Schedule, as the same may be amended from time to time in accordance with this Agreement, shall be **TIME OF THE ESSENCE**.

A. **Timely Performance an Essential Condition.** It is hereby understood and agreed by the Consultant that the date of commencement, the dates of required intermediate milestones, and the time for completion, as specified in this Agreement and in the accepted Schedule for the Services to be completed by the Consultant with respect to each Task Order issued by the City, are **ESSENTIAL CONDITIONS** of this Agreement.

B. **Commencement of Services.** It is mutually understood and agreed that the Services of the Consultant hereunder for each Task Order shall be commenced within five (5) days after the issuance of a Notice to Proceed by the City or on the date specified therein.

1.7 **Representations and Warranties.** The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

A. **Use of Qualified Personnel, Subcontractors and Subconsultants.** The Consultant represents that it is a corporation legally doing business in the State of Connecticut, has the requisite experience to undertake and

complete the Services pursuant to the requirements of this Agreement, has in its employ, or will engage at its sole cost and expense, licensed (where required), experienced, qualified and trained personnel, subcontractors and consultants, and will use, or require those in its employ to use, quality equipment to competently perform the Services required by each Task Order.

B. Consultant Possesses Adequate Resources and Personnel. The Consultant represents that it is financially stable and has adequate resources and personnel to complete the Services in a timely fashion.

C. No Conflicts. The Consultant has disclosed, or shall disclose, in writing prior to the execution of any Task Order, all conflicts or potential conflicts of interest that may or are likely to have an adverse effect on its ability to independently protect the City's interests in connection with the Project, including but not limited to, the nature and specifics of its relationship with any other participants in the Project, for example the Project Manager, other consultants and subcontractors, and the like. The Consultant represents that its 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.

D. Prior Approval of All Subconsultants. The Consultant will not engage any consultant for any of the Services for any Task Order without prior written notice to and written approval by the City and receipt of the City's written consent, except for those subconsultants specifically identified at the inception of this Agreement.

E. No Violation of Law. The Consultant represents that neither it, nor any of its owners, officers, directors, employees or, to the best of its knowledge, any of its approved subcontractors and consultants, have committed a criminal violation of federal or state laws arising directly or indirectly from its business operations that resulted in the imposition of a monetary fine, injunction, criminal conviction or other sanction, and further represents that the Consultant shall take all reasonable steps to ensure that its owners, officers, directors, employees, agents, subcontractors and consultants shall comply with the requirements of all laws, rules and regulations applicable to this Agreement or to the conduct of its or their businesses in the performance of the Services under this Agreement.

F. Quality and Performance of Services. The Consultant represents that it will perform, or ensure the performance by others of, the Services in a good and workmanlike manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the State of Connecticut under similar conditions and will diligently pursue the completion of such Services in accordance with the terms of this Agreement.

G. Licenses and Permits. The Consultant represents that it possesses, and will ensure that its subcontractors and consultants possess, all professional licenses and

other licenses and permits in the State of Connecticut that may be required to perform the Services required by this Agreement.

H. **Observance of Proprietary Rights.** The Consultant represents and warrants that it will take reasonable steps to ensure that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secret or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall, at the request of the City and in the City's sole discretion, (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant while such claim of infringement is contested; (ii) modify the Services to be rendered at no cost, expense or damage to the City so as to make such Services non-infringing while preserving the original functionality, and/or (iii) replace the Services or the infringing or potentially infringing portion thereof with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy or resolution of the claim of infringement, the City may terminate all or any part of the Services and, in addition to other relief, shall be entitled to recover the amounts previously paid to the Consultant hereunder related to such claim of infringement.

I. **Communications and Coordination.** The Program Manager shall receive, control and coordinate all documents and arrange all meetings with the Consultant and third parties on behalf of the City. The Program Manager shall be informed of the nature and content of all direct communications with other representatives in connection with the Project.

J. **City Shall Not Be Billed for Certain Taxes.** 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, its consultants and subcontractors, and the Consultant agrees not to invoice the City therefor. The City reserves the right to withhold pursuant to Section 12-430(7) of the Connecticut General Statutes, a percentage of the monies owed to any party that is a non-resident of the State of Connecticut but has not received an appropriate certificate from the Commissioner of Revenue pursuant to the aforesaid statute on account of sales taxes that may be owed by such non-resident to the State of Connecticut. Upon request of the Consultant, its consultants or contractors, the City's Purchasing Department will issue tax-exempt certificates to any party purchasing materials or rendering services to the Project for which a tax exemption is available.

K. **Recordkeeping and Audits.** The Consultant shall keep daily, weekly and monthly logs and other records detailing the Services rendered which shall contain sufficient detail as to type of activity performed by each employee, consultant and subcontractor working on the Project under the supervision of the Consultant, the job category of each such employee, the number of hours worked, etc. Such records shall be kept at the Consultant's principal place of business in the State of Connecticut. The City, its agent(s), or the representatives of any funding source shall have the right to inspect

such records from time to time, with or without prior notice, during normal business hours of the Consultant.

ARTICLE II CONSULTANT'S RESPONSIBILITIES

2.1 General Description of Services

A. **Customary Consultant Services.** The Consultant's Services shall consist of the Services described in a Task Order and other services described in Article I hereof and any other services normally performed by a consultant to complete a Project of this nature.

B. **Scope of Consultant's Services.** The scope of the Consultant's Services are described generally in this Agreement, and more specifically in each Task Order, and also include those services that are reasonable, consistent with and necessary to complete each Task Order, including but not limited to preparing and submitting written reports, keeping and distributing daily, weekly and monthly work logs demonstrating the Consultant's progress with respect to the Services and to each Task Order, and the like. All Consultant's Services and documents shall fully comply with the restrictions and requirements of all laws, rules and regulations of federal, state and local governmental and quasi-governmental agencies, authorities and funding sources having jurisdiction over or otherwise related to the Project, utility companies, and other parties disclosed by the City and otherwise known to the Consultant as of the date of this Agreement, the date of any Task Order, or which, in the exercise of the best professional judgment of an independent consultant retained by the City, should have been known to Consultant.

C. **Notice of Meetings.** The Consultant shall give timely notice to City of any meetings that the Consultant feels necessary in connection with a Task Order with utility companies or city, state or other regulatory agencies. Scheduling of such meetings is to be done by the Consultant, after consultation with the City as to time and date of such meetings.

D. **Cooperation with Other Professionals.** The Consultant shall cooperate fully with any consultant employed by the City in connection with the Project and other consultants or professionals employed by the City for work related to the Project.

2.2. **Distribution of Project Information.** The Consultant shall promptly furnish to the Program Manager copies of all, reports, correspondence, studies, meeting minutes and other verbal record, on any media, created by the Consultant or which comes into the possession of the Consultant and required, desired or necessary to keep the City informed of the progress of the Consultant's Services, the progress of the Project, or as otherwise may be requested by the City pursuant to this Agreement and to a Task Order

ARTICLE III

INFORMATION AND COMMUNICATION

3.1 **Information to be Supplied.** The City shall provide information regarding its requirements in the form of Task Orders. The City shall furnish to the Consultant such information with reasonable promptness to avoid delay in the performance and delivery of the Services. The Consultant shall be entitled to rely upon the completeness and accuracy of any City-supplied information unless, in the exercise of its best professional judgment, it knows or should know that such reliance would be unreasonable, in which case the Consultant shall inform the City in writing through the Program Manager of the unreliability or unreasonableness of the information supplied.

3.2 **Program Manager; Authority to Direct Consultant.** The Program Manager at the inception of this Agreement is the City Engineer, who shall act as Project Manager(s), or his designee set forth in writing. The Program Manager shall act in the interests of the City with respect to this Agreement and its Task Orders and shall have the authority to examine and review any and all of the Consultant's work products and/or the Services it provides, make recommendations to the City regarding such work and its quality, completeness and timeliness, and carry out and execute the decisions of the City with respect to the Consultant, its Services and work. With respect to the hierarchy of authority to act on behalf of the City, the Program Manager has primary authority to make decisions for the City and to direct the Consultant in connection with this Agreement. Any Approval or Approvals given by the Program Manager on behalf of the City, shall not relieve the Consultant of any of its obligations hereunder.

3.3 **Independent Legal and Accounting Services.** The City shall furnish its own legal, accounting, auditing and insurance counseling services, however, the fact that the City possesses such support services will not relieve the Consultant of its responsibilities pursuant to this Agreement. The Consultant shall furnish, at its own overhead expense, its own legal, accounting, auditing and insurance counseling services.

3.4 **Confidential Information.** Each party hereby acknowledges that it may be exposed to confidential information which may not be available to the public or discoverable under the Freedom of Information Act ("FOIA") and other proprietary information belonging to the other party or relating to its business and 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 properly disclosable under FOIA.

(b) **Covenant Not to Disclose.** Each party hereby agrees that during the term of this Agreement 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 party claiming confidentiality 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 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.

3.5 **Existing Databases.** The City shall furnish to the Consultant for its use any databases or base information in the City's possession related to the Work of a Task Order.

ARTICLE IV

REMEDIES

4.1 **Default by Consultant.** It shall be a material default under this Agreement in the event that any of the following occur (each an "**Consultant's Default**"): (i) The Consultant fails to expeditiously perform the Services required to be performed under each Task Order through no fault of the City thereby delaying the commencement, progress, or delivery of the Project, or (ii) the Consultant is slow to pay or fails to pay any subcontractor, consultant or agent of the Consultant, or (iii) the Consultant is declared to be bankrupt or insolvent, an assignment for the benefit of creditors is made by the Consultant, the Consultant shall file a voluntary petition in bankruptcy or insolvency, or a receiver shall be appointed for the Consultant and such appointment or bankruptcy or insolvency proceeding, petition, declaration or assignment is not set aside within thirty (30) days of filing, or (iv) any representation or certification made by the Consultant to the City shall prove to be false or misleading on the date said representation or certification is made, or (v) default shall be made in the observance or performance of any material covenant, agreement or condition contained in this Agreement or in any specific Task Order required to be kept, performed or observed by Consultant, or (vi) there has been a material adverse change in the financial condition of the Consultant, or (vii) the Consultant, or any principal or officer of the Consultant shall be convicted of the commission of a crime punishable as a felony, or (viii) the Consultant violates a material provision of any laws, ordinances, rules, regulations or orders of any public authority in the performance of its duties hereunder. If such an Consultant's Default has occurred and has not been cured within thirty (30) days, with or without written notice from the City to the Consultant, the City may declare the Consultant to be in default hereunder and exercise any remedies available to it, including the termination of this Agreement and any Task Order(s) then outstanding. In the event that the City terminates the Consultant for an Event of Default that is not cured after notice and such termination becomes the

subject of arbitration, if the City's termination of the Consultant is deemed to have been wrongful or inappropriate, such termination will be deemed converted to a termination for convenience by the City and the Consultant's remedies shall be limited to those set forth herein with regard to termination for convenience.

4.2 Default by City. In the event the City shall fail to perform any of its material obligations pursuant to this Agreement ("**City's Default**"), the Consultant shall give written notice within fourteen (14) days to the City. In the event that the City fails to cure a payment default within thirty (30) days after receipt of such notice or fails to cure a non-payment default within sixty (60) days after receipt of such notice, the Consultant may declare the City to be in default hereunder and exercise any remedies available to it.

4.3 Termination by City Due to Consultant's Default. If the Consultant fails to supply enough properly-skilled and licensed (where required) professionals and employees, or proper materials, or if the Consultant commits a material violation of any laws, ordinances, rules, regulations or orders of any public agency or authority having jurisdiction, or otherwise commits an Consultant's Default under this Agreement, the City shall give written notice within fourteen (14) days to the Consultant. In the event that the Consultant fails to cure such default within fifteen (15) days after receipt of such notice, the City may declare the Consultant to be in default hereunder and exercise any remedies available to it. The City may, without prejudice to any right or remedy, terminate the employment of the Consultant and take possession of all databases, plans, specifications, drawings, analyses, samples and other data and software prepared, obtained by or in the possession of the Consultant, whether complete or not, with respect to the Task Order or Task Orders by whatever method the City may deem expedient. Additionally, the City may pursue any legal action available to it to obtain relief for actual damages suffered by reason of the Consultant's Default hereunder. In such event, the Consultant shall be liable to compensate and reimburse the City for all of its loss, cost and expense, including but not limited to attorney's fees and consultant's fees, which are caused by the Consultant's Default.

4.4 Termination by Consultant. Should the City commit an City's Default that continues beyond notice and passage of the cure period provided herein, the Consultant may, as its sole and exclusive remedy, terminate this Agreement. Upon such a termination, the Consultant shall be entitled to recover from the City all Compensation due for Services performed in accordance with the requirements of this Agreement to the date of such termination, and Reimbursable Expenses. The Consultant may not recover any other damages, costs or expenses from the City other than payment for Services performed up to the date of termination and Reimbursable Expenses.

4.5 Termination by City Without Fault of the Consultant. The City shall have the right to cancel and terminate this Agreement at any time whether or not an Consultant's Default exists hereunder, and the City shall incur no liability to Consultant or any other person by reason of such cancellation, except that, if the cancellation is for no fault of Consultant, the City shall pay to the Consultant all sums then due to the Consultant

hereunder for Services rendered in accordance with this Agreement performed up to the date of termination.

4.6 Transfers on Termination. In the event of any termination of this Agreement by the City, the Consultant shall, upon written request of the City, return to the City within seven (7) days all papers, materials, samples, analyses, databases, software, and other items on any form of media prepared by, in the possession of, or available to the Consultant relating to the Project whether created by or at the request of the Consultant or created by others with the exception of any preexisting materials, where if used or incorporated by Consultant into any work product used by Consultant, Consultant will maintain exclusive ownership, rights, title and interest, to include intellectual property. In addition, each party will assist the other party in an orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible. If requested by the Program Manager, the Consultant shall debrief the City with respect to the work performed and not performed to date of termination with good faith and due diligence. Such debriefing shall provide explanation, annotation, data and other information concerning drawings, schedule, deliverables and the like for which the Consultant is responsible under this Agreement. Furthermore, the Consultant shall relinquish, assign and transfer in a writing acceptable to the City all rights and claims to its Work Product, drawings, specifications, analyses, databases, software, samples and other deliverables that are part of this Agreement and take such other reasonable steps at the request of the Program Manager to facilitate the continuation of the work of the Consultant by another professional, provided, however, that the Consultant's name and seal may not be used on such items subsequently by one or more other professionals engaged by the City.

4.7 Resolution of Disputes and Choice of Law. The parties agree that all disputes between them in connection with this Agreement or the interpretation thereof, if they cannot be resolved by mutual agreement, shall be resolved by a court located in Fairfield County, Connecticut having jurisdiction over the parties.

4.8 Claims For Additional Compensation and Time. If an event occurs or other circumstances arise during the performance of the work that establish or may tend to establish a claim by the Consultant for additional Compensation and/or additional time to perform, the Consultant shall promptly make such claim to the City in writing within fourteen (14) days of the occurrence of such event or circumstances setting forth the facts giving rise to such claim under this Agreement and the additional Compensation or contract time requested by the Consultant. The Consultant shall not undertake to perform additional work without the prior written approval of the City. All claims for additional Compensation or additional contract time that are not asserted with such 14-day period are deemed waived by the Consultant.

ARTICLE V

INDEMNIFICATION AND INSURANCE

5.1 **Indemnification.** The Consultant represents and warrants that it will employ its best professional judgment in the performance of the Services hereunder to ensure that design products are free from material defects which were known or should have been known to the Consultant in the exercise of reasonable care. To the fullest extent permitted by law, the Consultant, on behalf of itself and its subcontractors, consultants and agents (the "**Indemnitor**"), agrees to indemnify, save and hold City, its elected officials, department heads, employees, subcontractors and consultants (the "**Indemnitee**") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses related to the services performed by Consultant, including, but not limited to costs, expenses, consulting fees and reasonable attorneys' fees which arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Project; or (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

5.2 **Insurance.** The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every consultant and subcontractor in any tier according to the work being performed and shall ensure that all insurance coverage is issued and in force in accordance with the terms hereof. **The Consultant, its subcontractors and consultants may not commence work unless and until all such insurance coverages are provided to, reviewed and approved by the City.**

A. **Coverage Required.** The Consultant shall procure, present to the City in advance of any Services performed, and maintain in effect for the term of this Agreement 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, with endorsement. **Under no circumstance may insurance coverage of any kind, except errors and omissions insurance, be of an aggregate type for all locations and/or all operations of the Consultant, its subcontractors or consultants, nor may the face amount of any such coverage be reduced by deductions for defense costs or any other setoff. All insurance coverage must be provided for the Project only. The Consultant, its consultants and subcontractors may not commence work unless and until all such insurance coverages are provided to, reviewed and approved by the City.**

Errors and Omissions Insurance (claims made form) will be provided by all consultants and other professionals involved in the Project with minimum limits of \$3,000,000, or as otherwise required by the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate 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 all insurance carriers an unequivocal agreement **by policy endorsement** to provide not less than 30 days' prior written notice of cancellation, non-renewal or reduction in coverage, such notices to be given to the City at the following address: Purchasing Agent, City of Bridgeport, Margaret Morton Government Center, 999 Broad Street, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on a ACORD-25S form delivered to the City and authorized with original signature or stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate to be delivered to the City prior to any work or other activity commencing under this Agreement.

Additional insured—The Consultant, its consultants and subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents, at no

additional cost to the City, on all policies of primary and excess insurance coverages by endorsement as additional insured parties **by policy endorsement** except errors and omissions coverage and workers' compensation coverage, 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 accordance with the terms of this Agreement. The City shall be designated as follows:

"The City of Bridgeport
Attention: Purchasing Agent
999 Broad Street
Bridgeport, Connecticut 06604"

ARTICLE VI

MISCELLANEOUS

6.1 **Singular, Plural, Gender, etc.** Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender.

6.2 **Professional Services Contract.** This Agreement is entered into solely to provide for the work of various Task Orders for work related to the Project and to define the rights and obligations, risks and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Consultant and the City other than as expressly provided herein. The Consultant acknowledges that the City is not a partner or joint venture with the Consultant and that the Consultant is not an employee or agent of the City.

6.3 **Prohibition Against Assignment.** The Consultant may not transfer, hypothecate or in any way alienate or assign its interest in this Agreement or delegate any duties to be performed by it hereunder without the prior written consent of City. The City may assign its interest in this Agreement at any time to any person or entity that assumes the City's obligations from the date of the assignment hereunder; provided, however, that absent express consent in writing by the Consultant, such assignment shall not release the City from its obligations to the Consultant hereunder for payment of all amounts due the Consultant pursuant to this Agreement.

6.4 **Time of the Essence.** All dates set forth in this Agreement, and/or in any accepted Task Order Schedule, as may be amended from time to time, is agreed to be critical to the completion of the Project and shall be considered of the essence to this Agreement.

6.5 **Notices.** All notices, requests, demands or changes of address required or desired by either party shall be in writing and shall be either personally delivered, delivered by messenger or overnight delivery service, or be delivered by registered or certified mail, return receipt requested, postage prepaid, and addressed to the other party at the address heretofore set forth (each a "Notice"). All Notices shall be deemed received, in the case of personal or overnight delivery service, upon receipt, or in the case of mailing, on the date of receipt thereof by the party to whom it is addressed or, if receipt is refused, upon the expiration of forty-eight (48) hours from the time of deposit of such mailed notice in an office of the United States Postal Service. A change of address of a party shall be set forth in the same manner as other required notices.

6.6 **No Waiver.** No waiver of any party's default hereunder by the other party hereto at any one time shall be construed as a waiver by such party of any subsequent breach of the same or another term of this Agreement by the other party.

6.7 **City's Ownership of Documents.** All drawings, specifications, surveys, test results, models, plans, computer programs, databases and other work product prepared by the Consultant or anyone employed by the Consultant in any form or media upon creation are and shall be the sole and exclusive property of the City, including without limitation all copyrights, rights of reproduction and reuse, and other interests relating thereto. The City and any entity affiliated with the City may reuse all such documents and data for future work in connection with the Enterprise GIS System or for future Projects. Notwithstanding the above, Consultant will maintain exclusive ownership, rights, title and interest, to include all associated intellectual property, to Consultant's Preexisting Materials. Consultant will agree to grant to Owner a royalty-free, perpetual, irrevocable, worldwide, non-exclusive license to use, distribute, perform, display and transmit Consultant's preexisting materials, but only to the extent such Consultant Preexisting Materials are embodied in, incorporated into and made a part of the work product. In addition, Owner acknowledges that Consultant may incorporate into the work product certain software, applications, components and other materials subject to intellectual property rights owned by third parties other than Consultant ("Third Party Intellectual Property"). To the extent any such Third party Intellectual Property is incorporated into the work product, Consultant will ensure that Consultant has all necessary licenses and other rights to such Third party Intellectual Property so that it may be incorporated into the work product or used by the Consultant in performance of the Services. Neither party shall acquire any ownership rights in any Third Party Intellectual Property as an incident to its performance under this Agreement.

6.8 **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the City and the Consultant and their respective successors, assigns and legal representatives.

6.9 **Captions.** The captions and headings contained herein are for convenience only and are not to be construed as part of this Agreement, nor shall the

same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

6.10 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Connecticut. In the event that any party affirmatively waives its right to arbitrate disputes that arise under this Agreement, any legal action brought to enforce any provision or obtain any interpretation of this Agreement or for other relief shall be brought in a State or Federal court of competent jurisdiction over the parties in Bridgeport, Connecticut.

6.11 Entire Agreement. Each party acknowledges that there are no prior or contemporaneous oral promises, undertakings or agreements in connection with this Agreement that are not contained herein. This Agreement may be modified only by a written agreement signed by all parties hereto. All previous negotiations and agreements between the parties hereto, with respect to the transactions set forth herein, are merged into this instrument, the documents or other materials referenced herein, the Task Orders, and amendments hereto mutually agreed to in writing by the parties, which together fully and completely express the parties' rights and obligations.

6.12 Partial Invalidity. If any term or provision of this Agreement is believed to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Project, then, such matter shall be submitted to arbitration in accordance with this Agreement to determine whether such term or provision is severable or if this Agreement is deemed to be a whole by a fair construction of its terms and provisions under Connecticut law. If such term or provision is found to be severable, this Agreement shall remain in full force and effect, such term shall be deemed stricken therefrom and this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision. If such term is not found to be severable, this Agreement may be terminated by either party upon the giving of prompt written notice within ten (10) days after such determination, whereupon the rights and obligations of the parties shall be determined in accordance with the provisions of this Agreement as if a mutual, voluntary termination had occurred.

6.13 Survival. The terms, provisions, representations, warranties and certifications contained in this Agreement, or inferable therefrom, shall survive the completion of the Project, or the earlier termination of this Agreement as to the Services completed to the date of such termination, subject to all applicable statutes of limitation and repose.

6.14 Waiver of Liens. The Consultant hereby waives any right it may have to file or assert a lien against the Project, including but not limited to, any rights granted to the Consultant by the laws of the State of Connecticut.

6.15 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 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 and unseasonable weather conditions, natural disasters, catastrophic events, mass casualties to persons or significant destruction of property, 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 of Services, and may result in the need to adjust the Compensation in accordance with the terms of this Agreement.

6.16 Non-Discrimination. The requirements for minority hiring and participation by disadvantaged businesses are set forth in Chapter 3.12 of the Municipal Code of Ordinances of the City of Bridgeport, which Chapter is attached here to as **Exhibit C**.

6.17 Precedence of Documents. The documents constituting this Agreement set forth in Paragraph 6.11 are intended to be complementary and shall be read together to include everything necessary for the proper execution and completion of the work set forth in every Task Order whether specified therein or not. However, to the extent that any conflicts, inconsistencies or ambiguity exist in the contract documents, the Consultant shall perform the more stringent requirement or adhere to the higher standard of work or performance involved. In the event of an irreconcilable conflict, then a determination shall be made by review of the various contract documents in the following descending order of precedence: This Agreement; any Task Order; any properly-executed change or amendment to a Task Order. As between figures given in drawings and the scale of measurements, the figures shall take precedence. Detail drawings shall have precedence over general drawings.

6.18 Council Approval of Agreement May Be Required. This Agreement may become effective upon the execution thereof by all parties and delivery of a fully-executed original to the Consultant. The Office of the City Attorney shall determine if the City Council must approve this Agreement, in which case it shall not become effective until the City Council of the City of Bridgeport approves the same, the Mayor or other authorized individual executes the Agreement or it becomes effective pursuant to the terms of the City Charter, and the Consultant receives an executed original thereof complete with all Schedules and Exhibits.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF BRIDGEPORT

By: _____

Joseph P. Ganim

Its: Mayor

By: _____

Name:

Title:

Duly-authorized

Exhibit A

Task Order Format

This Task Order No. ____ is made as of this ____ day of _____, [year] under the terms and conditions established in the Professional Services Agreement between the Owner and the Consultant dated _____, and shall constitute an amendment to such Agreement. This Task Order is issued for the following purpose, consistent with the Project defined in the Agreement:

[Brief description of the Project elements to which this Task Order applies.]

Project Background Description

Project Understanding

Objectives

Section A—Scope of Services

A.1. The Consultant shall perform the following Services:

A.2. The following Services are not included in this Task Order, but shall be provided as additional Services if Approved in writing by the Owner.

A.3. In conjunction with the performance of the foregoing Services, the Consultant shall provide the following submittals/deliverables (“**Deliverables**”) to the Owner:

Section B—Task Schedule

The Consultant shall perform the Services and deliver the related documents, if any, according to the following Task Schedule:

Section C—Compensation

C.1. In return for the performance of the Services under this Task Order, the Owner shall pay the Consultant Compensation in the amount of [dollars], payable according to the following terms:

[INSERT METHOD OF COMPENSATION AND TIMING OF PAYMENTS]

C.2. Compensation for any additional Services requested under this Task Order, if any, shall be paid by the Owner to the Consultant according to the following terms:

Section D—Owner's Responsibilities

The Owner shall perform and/or provide the following in a timely manner so as not to delay the performance or completion of the Services by the Consultant. Unless otherwise provided in this Task Order, the Owner shall bear all costs incident to compliance with the following:

Section E—Other Provisions (Including but not limited to Grant funding requirements)

The parties agree to the following additional provisions with respect to this Task Order:

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Owner

By: _____
Name:
Title:

Consultant

By: _____
Name:
Title:

Exhibit B

Reimbursable Expenses

Reimbursable Expenses shall include the following:

Nondiscrimination

Chapter 3.12 of the Bridgeport Code of Ordinances reads in pertinent part as follows:

- A. The Contractor agrees and warrants that during the performance of this contract he will not Discriminate or permit discrimination against any person or group of persons because of race, color, religion, sex, age or national origin in any manner prohibited by the laws of the United States or of the state of Connecticut, and further agrees to take affirmative action that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Office of Contract Compliance of the City of Bridgeport setting forth the provisions of this section.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age or national origin.
- C. The Contractor will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, and to each vendor with which he has a contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under this division, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of this Section and with all the rules and regulations or orders issued by the Office of Contract Compliance pursuant thereto.
- E. The Contractor will provide the Office of Contract Compliance with such information requested by said office concerning the employment pattern, practices and procedures of the Contractor as relate to the provisions of subsections A through C of this Section and rules and regulations and/or orders issued pursuant thereto.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any rule, regulation or order issued under this Section, the Contract may be canceled, terminated or suspended, in whole or in part and such other sanctions may be imposed and remedies invoked as are

provided under the provisions of Section 3.12.100(D) of the City of Bridgeport Ordinances and rules, regulations or orders issued pursuant thereto, or as provided by federal and state laws.

- G. The Contractor will include the provisions of subsection A of this Section, in every subcontract or purchase order unless exempted by rules, regulations or orders of the Office of Contract Compliance issued pursuant to Section 3.12.060 of the City of Bridgeport Ordinances, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Office of Contract Compliance may direct as a means of enforcing this Section, including sanctions for non-compliance in accordance with the provisions of Section 3.12.100 of the City of Bridgeport Ordinances.

ON-CALL

BRIDGE INSPECTION SERVICES

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF BRIDGEPORT

AND

A. DI CESARE ASSOCIATES, PC

2020

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of the day of November, 2020, by and between the **CITY OF BRIDGEPORT**, a municipal corporation, located in Bridgeport, Connecticut, acting through its Engineering Department (hereinafter referred to as "**City**") and A. DiCesare Associates PC, a professional Corporation, having an address at 690 Clinton Ave., Bridgeport, CT 06604 (hereinafter referred to as "**Consultant**").

WHEREAS, the City released a Request for Qualifications for on-call bridge inspection services consultants (#ENX020202); and

WHEREAS, the Consultant submitted its qualifications/proposal to Request for Qualifications # ENX020202, which is incorporated herein and made a part hereof by reference; and

WHEREAS, the City selected the Consultant based upon its qualifications and further based upon the Consultant's statements and representations made therein for purposes of entering into negotiation for a contract for task driven professional on-call bridge inspection related services ("**Inspection Services**") (more than one chosen consultant will be entering into such a task driven contract);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

DEFINITIONS

The following definitions will be used throughout this Agreement, unless the context requires otherwise:

"**Approval**" or "**Approved**" means, with respect to the administration and performance of this Agreement, that the City, in combination with the Program Manager, as the context requires, has or have given its or their respective written approval(s) to the Consultant when required, including but not limited to, the approval of budgets, Task Orders, directions, changes or deviations from or with respect to Task Orders, additional expenses, substitutions, time delays, schedule changes, etc.

"**Consultant**" means A. DiCesare Associates, PC, the Consultant's Representative, and its Approved consultants and subcontractors designated in writing from time to time during the term of this Agreement.

"**Consultant's Representative**" means a specific individual or individuals designated in writing by the Consultant to the City from time to time as its representative or representatives with respect to the Project. At the inception of this Agreement, the Consultant's Representative shall be _____.

"City" means the City of Bridgeport, a municipal corporation, acting through the Program Manager who shall be designated in writing from time to time during the term of this Agreement, who at the time of this signing is the City Engineer or his/her designee.

"Program Manager" means the City, acting through a specific individual or individuals designated in writing from time to time during the term of this Agreement to the City and the Consultant as its representative or representatives with respect to the Project specified in a Task Order. At the inception of this Agreement, the designee of the Program Manager shall be the City Engineer, Jon Urquidi, or his designee set forth in writing to the City and the Consultant.

"Project" means the periodic (per task order) inspection of certain City bridges as set forth in the Task Orders assigned to the Consultant(s). More than one consultant will be requested to compete for any individual task order to the firms awarded a contract under this RFQ. There is no guarantee of work hereunder.

"Task Schedule" means the schedule of milestones and other time requirements established in each Task Order.

"Services" means the delivery of bridge inspection services and other necessary and related professional services required by a Task Order for the completion of the work described therein.

"Task" or "Task Order" is a description of the Services requested from the Consultant, the format of which is described generally in Paragraph 1.1.D and Exhibit A of this Agreement, and the description of the particular Services requested from the Consultant in a Task Order issued to the Consultant from time to time during the term of this Agreement.

"Term" means the duration of this Agreement, commencing upon the date specified by the City in a Notice to Proceed on Task Order No. 1 and ending either on (a) the completion of the final Task Order then outstanding or (b) the earlier termination of this Agreement as provided herein, or (c) three (3) years from the date hereon, whichever event shall first occur. Any Task Order issued and not concluded at the termination of the Term, or any extension thereof, shall continue as part of this Agreement until termination of said task. The City reserves the right to extend the term of this Agreement, in writing, for one additional year, at its sole discretion, on terms and conditions mutually agreed to between the parties.

ARTICLE I BASIC AGREEMENT

1.1 Structure of the Agreement

A. **Consultant's Qualifications.** The Consultant represents that it is duly-licensed in the State of Connecticut and is qualified and experienced in the provision of engineering bridge inspection, and other structural engineering services as may be required hereunder, in accordance with the requirements of the City as set forth in one or more Task Orders. The successful Consultant will prepare and present to the City for review and acceptance all required data and software programs as determined by the Project Manager and City, as necessary to accomplish the Tasks in the manner more specifically set forth in this Agreement and in accordance with the Task Orders issued by the City.

B. **Use of Task Orders.** The Consulting Services required by this Agreement will be assigned by Task Order to the successful consultant (numerous consultants partaking in these projects) to allow for the sequential or partial completion of work in response to the City's proposed Project requirements. The Consulting Services shall be authorized by one or more Task Orders. The content, schedule and Compensation for each Task Order shall be negotiated prior to commencing Services under such Task Order.

C. **Assignment of Tasks.** The City shall identify and inform the Consultant of Tasks that it wishes the Consultant to perform, each such Task to be set forth in a written Task Order upon mutual agreement of the terms and conditions thereof between the City and the Consultant. Each additional Task Order to a successful consultant will be considered an amendment to this Agreement, shall be incorporated by reference into this Agreement and shall become a part hereof as if fully set forth herein. Each Task Order shall be commenced by the Consultant within five (5) business days of receipt of a written notice to proceed or on the date specified therein (each, a "**Notice to Proceed**").

D. **Task Order Format.** A format for a Task Order is attached as **Exhibit A**. Its inclusion as part of this Agreement illustrates the general framework to be used in authorizing each and every Task Order requiring the Consultant's Services for the duration of this Agreement. The Consultant will be required to prepare an estimate of man-hours and each Hourly Billing Rate to be utilized through the Consultant's forces or through each subcontractor employed or to be employed to perform each Task Order for the duration of the Task Order. Reimbursable expenses shall also be listed as individual line items. After negotiations with the City, the manpower estimate shall be attached to the Task Order.

E. **Authority to Request Additional Tasks or Services.** It is understood and agreed by the parties that, upon the Approval of this Agreement, only the Program Manager, designated by the City in writing from time to time to the Consultant, shall have the authority to add Tasks or Services to this Agreement.

1.2 **Compensation.** The City shall compensate the Consultant for the authorized Services to be performed pursuant to this Agreement as follows:

A. **Basis.** The Consultant shall be compensated for each Task Order on an hourly basis based upon the fee schedule ("Billing Rate") attached hereto as **Exhibit A** set forth to the City monthly by invoice, by achievement of certain milestones, or as may otherwise be set forth in the specific Task Order. If required by the City, the Consultant shall submit projections for each month during the projected duration of such Task Order of the amounts of Compensation to be requested including its best estimate of Reimbursable Expenses (see Exhibit B) in order for the City to appropriately allocate funds for such Compensation.

1.3 **Payment.** Payment of the Compensation set forth herein shall be made to the Consultant as follows:

A. **Progress Payments.** Payment of the Compensation set forth in this Agreement shall be made monthly for the Services completed during the prior month, or by milestone, or as otherwise established by the particular Task Order. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the City in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

B. **Submission of Invoices.** Payment of the Compensation set forth in this Agreement shall be made monthly in proportion for actual hours expended in providing the Services completed during the prior month or upon achievement of a particular milestone as the Task Order shall dictate. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the City in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

C. **Timing of Submission; Payment; Interest.** Invoices shall be submitted for Services rendered during the previous month or upon achieving a certain milestone. The City shall have thirty (30) days to review each complete invoice, and payment of all undisputed amounts for Compensation, shall be made within sixty (60) days after receipt thereof. Notwithstanding anything herein to the contrary, Compensation shall not be paid on disputed invoices or portions thereof and no interest shall be payable to the Consultant on amounts withheld by the City based upon a good faith dispute with the Consultant.

D. **Responsibility for Certain Payments.** 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 consultants and their respective employees.

E. **Unauthorized Charges.** The Consultant expressly understands and agrees that the City shall not be liable for the payment of any Services or other work performed by the Consultant, its subcontractors and consultants based upon unauthorized representations of or directions from officers, agents or employees of the City other than the Program Manager which exceed the Budget for this Project ("**Unauthorized Charges**") unless the Consultant submits in writing to the City within thirty (30) days of rendering Services or other work that is not authorized or that may exceed the Budget a request for approval of such Unauthorized Charges. Unauthorized Charges that are not brought to the City's attention within such 30-day period will not be honored and payment therefore will be deemed waived by the Consultant, its subcontractors and consultants. Nothing contained herein shall oblige the City for payment of Unauthorized Charges.

1.4 **Use of Consultants and Subcontractors.** The Consultant has retained or will retain as subcontractors or consultants, at its sole cost and expense, full-service, licensed (where required) professionals to render the categories of service to complete each Task Order. The names and qualifications of such consultants will be disclosed to the City in writing for review and approval prior to entering into any Task Order. The Consultant shall inform the City in writing in advance of engaging any other subconsultants not identified at the time of execution of a Task Order. The City shall have the right, in the exercise of its reasonable business judgment, to reject any such additional or substitute consultant or subcontractor and to request the Consultant to submit alternative proposals. The retention of such consultants and subcontractors shall not diminish or reduce the overall responsibility of the Consultant under this Agreement for the successful completion of the Task Order work.

1.5 **Project Responsibility and Staffing.**

A. **Consultant's Staffing.** An authorized principal of the Consultant will represent the Consultant in all matters relating to the contractual relationship between the City and the Consultant relating to the work under a Task Order, which person may be removed or replaced as set forth herein in writing from time to time (the "**Consultant's Representative**") in the manner set forth below. It is agreed that the Consultant's Representative shall not be removed by the Consultant without the prior written approval of the City unless such individual has ceased his or her employment with the Consultant. However, the Consultant's Representative shall be removed and replaced, without cost or expense to the City, at the written request of City. If the City requests that the

Consultant's Representative be replaced, the City shall be permitted to terminate this Agreement in the event a replacement, satisfactory to the City in the City's sole discretion, is not provided promptly.

B. **Consultant's Project Manager.** The Consultant shall designate a project manager in writing for each Task Order (the "**Consultant's Project Manager**"). The Consultant's Project Manager shall have responsibility for communications with the City's Program Manager and coordination of the work including, but not limited to, progress reports, meetings, schedule, deliverables and other typical contract administration functions

C. **Subconsultants and Subcontractors.** The Project staff for each Task Order will consist of, at a minimum, the staff identified by the Consultant in the professional categories approved by the City at the time of execution of a Task Order. The Consultant represents that all consultants and subcontractors employed by it in connection with this Agreement possess the requisite licensing (where required) education, training and experience to perform their job descriptions and functions in a competent and professional manner with respect to this Project. No subconsultant shall be replaced without the prior written approval of City. The City may, without incurring cost or expense, require the replacement of any consultant or subcontractor identified in a Task Order in the sole discretion of the City upon written notice to the Consultant.

1.6 **Time.** The Consultant shall complete each Task Order required by this Agreement in a timely fashion in accordance with a schedule for each Task Order (each, a "**Schedule**"). Once the parties hereto have agreed to the Schedule for a Task Order, all dates set forth in the Schedule, as the same may be amended from time to time in accordance with this Agreement, shall be **TIME OF THE ESSENCE**.

A. **Timely Performance an Essential Condition.** It is hereby understood and agreed by the Consultant that the date of commencement, the dates of required intermediate milestones, and the time for completion, as specified in this Agreement and in the accepted Schedule for the Services to be completed by the Consultant with respect to each Task Order issued by the City, are **ESSENTIAL CONDITIONS** of this Agreement.

B. **Commencement of Services.** It is mutually understood and agreed that the Services of the Consultant hereunder for each Task Order shall be commenced within five (5) days after the issuance of a Notice to Proceed by the City or on the date specified therein.

1.7 **Representations and Warranties.** The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

A. **Use of Qualified Personnel, Subcontractors and Subconsultants.** The Consultant represents that it is a corporation legally doing business in the State of Connecticut, has the requisite experience to undertake and

complete the Services pursuant to the requirements of this Agreement, has in its employ, or will engage at its sole cost and expense, licensed (where required), experienced, qualified and trained personnel, subcontractors and consultants, and will use, or require those in its employ to use, quality equipment to competently perform the Services required by each Task Order.

B. Consultant Possesses Adequate Resources and Personnel. The Consultant represents that it is financially stable and has adequate resources and personnel to complete the Services in a timely fashion.

C. No Conflicts. The Consultant has disclosed, or shall disclose, in writing prior to the execution of any Task Order, all conflicts or potential conflicts of interest that may or are likely to have an adverse effect on its ability to independently protect the City's interests in connection with the Project, including but not limited to, the nature and specifics of its relationship with any other participants in the Project, for example the Project Manager, other consultants and subcontractors, and the like. The Consultant represents that its 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.

D. Prior Approval of All Subconsultants. The Consultant will not engage any consultant for any of the Services for any Task Order without prior written notice to and written approval by the City and receipt of the City's written consent, except for those subconsultants specifically identified at the inception of this Agreement.

E. No Violation of Law. The Consultant represents that neither it, nor any of its owners, officers, directors, employees or, to the best of its knowledge, any of its approved subcontractors and consultants, have committed a criminal violation of federal or state laws arising directly or indirectly from its business operations that resulted in the imposition of a monetary fine, injunction, criminal conviction or other sanction, and further represents that the Consultant shall take all reasonable steps to ensure that its owners, officers, directors, employees, agents, subcontractors and consultants shall comply with the requirements of all laws, rules and regulations applicable to this Agreement or to the conduct of its or their businesses in the performance of the Services under this Agreement.

F. Quality and Performance of Services. The Consultant represents that it will perform, or ensure the performance by others of, the Services in a good and workmanlike manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the State of Connecticut under similar conditions and will diligently pursue the completion of such Services in accordance with the terms of this Agreement.

G. Licenses and Permits. The Consultant represents that it possesses, and will ensure that its subcontractors and consultants possess, all professional licenses and

other licenses and permits in the State of Connecticut that may be required to perform the Services required by this Agreement.

H. **Observance of Proprietary Rights.** The Consultant represents and warrants that it will take reasonable steps to ensure that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secret or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall, at the request of the City and in the City's sole discretion, (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant while such claim of infringement is contested; (ii) modify the Services to be rendered at no cost, expense or damage to the City so as to make such Services non-infringing while preserving the original functionality, and/or (iii) replace the Services or the infringing or potentially infringing portion thereof with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy or resolution of the claim of infringement, the City may terminate all or any part of the Services and, in addition to other relief, shall be entitled to recover the amounts previously paid to the Consultant hereunder related to such claim of infringement.

I. **Communications and Coordination.** The Program Manager shall receive, control and coordinate all documents and arrange all meetings with the Consultant and third parties on behalf of the City. The Program Manager shall be informed of the nature and content of all direct communications with other representatives in connection with the Project.

J. **City Shall Not Be Billed for Certain Taxes.** 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, its consultants and subcontractors, and the Consultant agrees not to invoice the City therefor. The City reserves the right to withhold pursuant to Section 12-430(7) of the Connecticut General Statutes, a percentage of the monies owed to any party that is a non-resident of the State of Connecticut but has not received an appropriate certificate from the Commissioner of Revenue pursuant to the aforesaid statute on account of sales taxes that may be owed by such non-resident to the State of Connecticut. Upon request of the Consultant, its consultants or contractors, the City's Purchasing Department will issue tax-exempt certificates to any party purchasing materials or rendering services to the Project for which a tax exemption is available.

K. **Recordkeeping and Audits.** The Consultant shall keep daily, weekly and monthly logs and other records detailing the Services rendered which shall contain sufficient detail as to type of activity performed by each employee, consultant and subcontractor working on the Project under the supervision of the Consultant, the job category of each such employee, the number of hours worked, etc. Such records shall be kept at the Consultant's principal place of business in the State of Connecticut. The City, its agent(s), or the representatives of any funding source shall have the right to inspect

such records from time to time, with or without prior notice, during normal business hours of the Consultant.

ARTICLE II CONSULTANT'S RESPONSIBILITIES

2.1 General Description of Services

A. **Customary Consultant Services.** The Consultant's Services shall consist of the Services described in a Task Order and other services described in Article I hereof and any other services normally performed by a consultant to complete a Project of this nature.

B. **Scope of Consultant's Services.** The scope of the Consultant's Services are described generally in this Agreement, and more specifically in each Task Order, and also include those services that are reasonable, consistent with and necessary to complete each Task Order, including but not limited to preparing and submitting written reports, keeping and distributing daily, weekly and monthly work logs demonstrating the Consultant's progress with respect to the Services and to each Task Order, and the like. All Consultant's Services and documents shall fully comply with the restrictions and requirements of all laws, rules and regulations of federal, state and local governmental and quasi-governmental agencies, authorities and funding sources having jurisdiction over or otherwise related to the Project, utility companies, and other parties disclosed by the City and otherwise known to the Consultant as of the date of this Agreement, the date of any Task Order, or which, in the exercise of the best professional judgment of an independent consultant retained by the City, should have been known to Consultant.

C. **Notice of Meetings.** The Consultant shall give timely notice to City of any meetings that the Consultant feels necessary in connection with a Task Order with utility companies or city, state or other regulatory agencies. Scheduling of such meetings is to be done by the Consultant, after consultation with the City as to time and date of such meetings.

D. **Cooperation with Other Professionals.** The Consultant shall cooperate fully with any consultant employed by the City in connection with the Project and other consultants or professionals employed by the City for work related to the Project.

2.2. **Distribution of Project Information.** The Consultant shall promptly furnish to the Program Manager copies of all, reports, correspondence, studies, meeting minutes and other verbal record, on any media, created by the Consultant or which comes into the possession of the Consultant and required, desired or necessary to keep the City informed of the progress of the Consultant's Services, the progress of the Project, or as otherwise may be requested by the City pursuant to this Agreement and to a Task Order

ARTICLE III

INFORMATION AND COMMUNICATION

3.1 **Information to be Supplied.** The City shall provide information regarding its requirements in the form of Task Orders. The City shall furnish to the Consultant such information with reasonable promptness to avoid delay in the performance and delivery of the Services. The Consultant shall be entitled to rely upon the completeness and accuracy of any City-supplied information unless, in the exercise of its best professional judgment, it knows or should know that such reliance would be unreasonable, in which case the Consultant shall inform the City in writing through the Program Manager of the unreliability or unreasonableness of the information supplied.

3.2 **Program Manager; Authority to Direct Consultant.** The Program Manager at the inception of this Agreement is the City Engineer, who shall act as Project Manager(s), or his designee set forth in writing. The Program Manager shall act in the interests of the City with respect to this Agreement and its Task Orders and shall have the authority to examine and review any and all of the Consultant's work products and/or the Services it provides, make recommendations to the City regarding such work and its quality, completeness and timeliness, and carry out and execute the decisions of the City with respect to the Consultant, its Services and work. With respect to the hierarchy of authority to act on behalf of the City, the Program Manager has primary authority to make decisions for the City and to direct the Consultant in connection with this Agreement. Any Approval or Approvals given by the Program Manager on behalf of the City, shall not relieve the Consultant of any of its obligations hereunder.

3.3 **Independent Legal and Accounting Services.** The City shall furnish its own legal, accounting, auditing and insurance counseling services, however, the fact that the City possesses such support services will not relieve the Consultant of its responsibilities pursuant to this Agreement. The Consultant shall furnish, at its own overhead expense, its own legal, accounting, auditing and insurance counseling services.

3.4 **Confidential Information.** Each party hereby acknowledges that it may be exposed to confidential information which may not be available to the public or discoverable under the Freedom of Information Act ("FOIA") and other proprietary information belonging to the other party or relating to its business and 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 properly disclosable under FOIA.

(b) **Covenant Not to Disclose.** Each party hereby agrees that during the term of this Agreement 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 party claiming confidentiality 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 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.

3.5 **Existing Databases.** The City shall furnish to the Consultant for its use any databases or base information in the City's possession related to the Work of a Task Order.

ARTICLE IV

REMEDIES

4.1 **Default by Consultant.** It shall be a material default under this Agreement in the event that any of the following occur (each an "**Consultant's Default**"): (i) The Consultant fails to expeditiously perform the Services required to be performed under each Task Order through no fault of the City thereby delaying the commencement, progress, or delivery of the Project, or (ii) the Consultant is slow to pay or fails to pay any subcontractor, consultant or agent of the Consultant, or (iii) the Consultant is declared to be bankrupt or insolvent, an assignment for the benefit of creditors is made by the Consultant, the Consultant shall file a voluntary petition in bankruptcy or insolvency, or a receiver shall be appointed for the Consultant and such appointment or bankruptcy or insolvency proceeding, petition, declaration or assignment is not set aside within thirty (30) days of filing, or (iv) any representation or certification made by the Consultant to the City shall prove to be false or misleading on the date said representation or certification is made, or (v) default shall be made in the observance or performance of any material covenant, agreement or condition contained in this Agreement or in any specific Task Order required to be kept, performed or observed by Consultant, or (vi) there has been a material adverse change in the financial condition of the Consultant, or (vii) the Consultant, or any principal or officer of the Consultant shall be convicted of the commission of a crime punishable as a felony, or (viii) the Consultant violates a material provision of any laws, ordinances, rules, regulations or orders of any public authority in the performance of its duties hereunder. If such an Consultant's Default has occurred and has not been cured within thirty (30) days, with or without written notice from the City to the Consultant, the City may declare the Consultant to be in default hereunder and exercise any remedies available to it, including the termination of this Agreement and any Task Order(s) then outstanding. In the event that the City terminates the Consultant for an Event of Default that is not cured after notice and such termination becomes the

subject of arbitration, if the City's termination of the Consultant is deemed to have been wrongful or inappropriate, such termination will be deemed converted to a termination for convenience by the City and the Consultant's remedies shall be limited to those set forth herein with regard to termination for convenience.

4.2 Default by City. In the event the City shall fail to perform any of its material obligations pursuant to this Agreement ("**City's Default**"), the Consultant shall give written notice within fourteen (14) days to the City. In the event that the City fails to cure a payment default within thirty (30) days after receipt of such notice or fails to cure a non-payment default within sixty (60) days after receipt of such notice, the Consultant may declare the City to be in default hereunder and exercise any remedies available to it.

4.3 Termination by City Due to Consultant's Default. If the Consultant fails to supply enough properly-skilled and licensed (where required) professionals and employees, or proper materials, or if the Consultant commits a material violation of any laws, ordinances, rules, regulations or orders of any public agency or authority having jurisdiction, or otherwise commits an Consultant's Default under this Agreement, the City shall give written notice within fourteen (14) days to the Consultant. In the event that the Consultant fails to cure such default within fifteen (15) days after receipt of such notice, the City may declare the Consultant to be in default hereunder and exercise any remedies available to it. The City may, without prejudice to any right or remedy, terminate the employment of the Consultant and take possession of all databases, plans, specifications, drawings, analyses, samples and other data and software prepared, obtained by or in the possession of the Consultant, whether complete or not, with respect to the Task Order or Task Orders by whatever method the City may deem expedient. Additionally, the City may pursue any legal action available to it to obtain relief for actual damages suffered by reason of the Consultant's Default hereunder. In such event, the Consultant shall be liable to compensate and reimburse the City for all of its loss, cost and expense, including but not limited to attorney's fees and consultant's fees, which are caused by the Consultant's Default.

4.4 Termination by Consultant. Should the City commit an City's Default that continues beyond notice and passage of the cure period provided herein, the Consultant may, as its sole and exclusive remedy, terminate this Agreement. Upon such a termination, the Consultant shall be entitled to recover from the City all Compensation due for Services performed in accordance with the requirements of this Agreement to the date of such termination, and Reimbursable Expenses. The Consultant may not recover any other damages, costs or expenses from the City other than payment for Services performed up to the date of termination and Reimbursable Expenses.

4.5 Termination by City Without Fault of the Consultant. The City shall have the right to cancel and terminate this Agreement at any time whether or not an Consultant's Default exists hereunder, and the City shall incur no liability to Consultant or any other person by reason of such cancellation, except that, if the cancellation is for no fault of Consultant, the City shall pay to the Consultant all sums then due to the Consultant

hereunder for Services rendered in accordance with this Agreement performed up to the date of termination.

4.6 Transfers on Termination. In the event of any termination of this Agreement by the City, the Consultant shall, upon written request of the City, return to the City within seven (7) days all papers, materials, samples, analyses, databases, software, and other items on any form of media prepared by, in the possession of, or available to the Consultant relating to the Project whether created by or at the request of the Consultant or created by others with the exception of any preexisting materials, where if used or incorporated by Consultant into any work product used by Consultant, Consultant will maintain exclusive ownership, rights, title and interest, to include intellectual property. In addition, each party will assist the other party in an orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible. If requested by the Program Manager, the Consultant shall debrief the City with respect to the work performed and not performed to date of termination with good faith and due diligence. Such debriefing shall provide explanation, annotation, data and other information concerning drawings, schedule, deliverables and the like for which the Consultant is responsible under this Agreement. Furthermore, the Consultant shall relinquish, assign and transfer in a writing acceptable to the City all rights and claims to its Work Product, drawings, specifications, analyses, databases, software, samples and other deliverables that are part of this Agreement and take such other reasonable steps at the request of the Program Manager to facilitate the continuation of the work of the Consultant by another professional, provided, however, that the Consultant's name and seal may not be used on such items subsequently by one or more other professionals engaged by the City.

4.7 Resolution of Disputes and Choice of Law. The parties agree that all disputes between them in connection with this Agreement or the interpretation thereof, if they cannot be resolved by mutual agreement, shall be resolved by a court located in Fairfield County, Connecticut having jurisdiction over the parties.

4.8 Claims For Additional Compensation and Time. If an event occurs or other circumstances arise during the performance of the work that establish or may tend to establish a claim by the Consultant for additional Compensation and/or additional time to perform, the Consultant shall promptly make such claim to the City in writing within fourteen (14) days of the occurrence of such event or circumstances setting forth the facts giving rise to such claim under this Agreement and the additional Compensation or contract time requested by the Consultant. The Consultant shall not undertake to perform additional work without the prior written approval of the City. All claims for additional Compensation or additional contract time that are not asserted with such 14-day period are deemed waived by the Consultant.

ARTICLE V

INDEMNIFICATION AND INSURANCE

5.1 **Indemnification.** The Consultant represents and warrants that it will employ its best professional judgment in the performance of the Services hereunder to ensure that design products are free from material defects which were known or should have been known to the Consultant in the exercise of reasonable care. To the fullest extent permitted by law, the Consultant, on behalf of itself and its subcontractors, consultants and agents (the "**Indemnitor**"), agrees to indemnify, save and hold City, its elected officials, department heads, employees, subcontractors and consultants (the "**Indemnitee**") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses related to the services performed by Consultant, including, but not limited to costs, expenses, consulting fees and reasonable attorneys' fees which arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Project; or (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

5.2 **Insurance.** The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every consultant and subcontractor in any tier according to the work being performed and shall ensure that all insurance coverage is issued and in force in accordance with the terms hereof. **The Consultant, its subcontractors and consultants may not commence work unless and until all such insurance coverages are provided to, reviewed and approved by the City.**

A. **Coverage Required.** The Consultant shall procure, present to the City in advance of any Services performed, and maintain in effect for the term of this Agreement 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, with endorsement. **Under no circumstance may insurance coverage of any kind, except errors and omissions insurance, be of an aggregate type for all locations and/or all operations of the Consultant, its subcontractors or consultants, nor may the face amount of any such coverage be reduced by deductions for defense costs or any other setoff. All insurance coverage must be provided for the Project only. The Consultant, its consultants and subcontractors may not commence work unless and until all such insurance coverages are provided to, reviewed and approved by the City.**

Errors and Omissions Insurance (claims made form) will be provided by all consultants and other professionals involved in the Project with minimum limits of \$3,000,000, or as otherwise required by the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate 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 all insurance carriers an unequivocal agreement **by policy endorsement** to provide not less than 30 days' prior written notice of cancellation, non-renewal or reduction in coverage, such notices to be given to the City at the following address: Purchasing Agent, City of Bridgeport, Margaret Morton Government Center, 999 Broad Street, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on a ACORD-25S form delivered to the City and authorized with original signature or stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate to be delivered to the City prior to any work or other activity commencing under this Agreement.

Additional insured—The Consultant, its consultants and subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents, at no

additional cost to the City, on all policies of primary and excess insurance coverages by endorsement as additional insured parties **by policy endorsement** except errors and omissions coverage and workers' compensation coverage, 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 accordance with the terms of this Agreement. The City shall be designated as follows:

"The City of Bridgeport
Attention: Purchasing Agent
999 Broad Street
Bridgeport, Connecticut 06604"

ARTICLE VI

MISCELLANEOUS

6.1 **Singular, Plural, Gender, etc.** Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender.

6.2 **Professional Services Contract.** This Agreement is entered into solely to provide for the work of various Task Orders for work related to the Project and to define the rights and obligations, risks and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Consultant and the City other than as expressly provided herein. The Consultant acknowledges that the City is not a partner or joint venture with the Consultant and that the Consultant is not an employee or agent of the City.

6.3 **Prohibition Against Assignment.** The Consultant may not transfer, hypothecate or in any way alienate or assign its interest in this Agreement or delegate any duties to be performed by it hereunder without the prior written consent of City. The City may assign its interest in this Agreement at any time to any person or entity that assumes the City's obligations from the date of the assignment hereunder; provided, however, that absent express consent in writing by the Consultant, such assignment shall not release the City from its obligations to the Consultant hereunder for payment of all amounts due the Consultant pursuant to this Agreement.

6.4 **Time of the Essence.** All dates set forth in this Agreement, and/or in any accepted Task Order Schedule, as may be amended from time to time, is agreed to be critical to the completion of the Project and shall be considered of the essence to this Agreement.

6.5 Notices. All notices, requests, demands or changes of address required or desired by either party shall be in writing and shall be either personally delivered, delivered by messenger or overnight delivery service, or be delivered by registered or certified mail, return receipt requested, postage prepaid, and addressed to the other party at the address heretofore set forth (each a "Notice"). All Notices shall be deemed received, in the case of personal or overnight delivery service, upon receipt, or in the case of mailing, on the date of receipt thereof by the party to whom it is addressed or, if receipt is refused, upon the expiration of forty-eight (48) hours from the time of deposit of such mailed notice in an office of the United States Postal Service. A change of address of a party shall be set forth in the same manner as other required notices.

6.6 No Waiver. No waiver of any party's default hereunder by the other party hereto at any one time shall be construed as a waiver by such party of any subsequent breach of the same or another term of this Agreement by the other party.

6.7 City's Ownership of Documents. All drawings, specifications, surveys, test results, models, plans, computer programs, databases and other work product prepared by the Consultant or anyone employed by the Consultant in any form or media upon creation are and shall be the sole and exclusive property of the City, including without limitation all copyrights, rights of reproduction and reuse, and other interests relating thereto. The City and any entity affiliated with the City may reuse all such documents and data for future work in connection with the Enterprise GIS System or for future Projects. Notwithstanding the above, Consultant will maintain exclusive ownership, rights, title and interest, to include all associated intellectual property, to Consultant's Preexisting Materials. Consultant will agree to grant to Owner a royalty-free, perpetual, irrevocable, worldwide, non-exclusive license to use, distribute, perform, display and transmit Consultant's preexisting materials, but only to the extent such Consultant Preexisting Materials are embodied in, incorporated into and made a part of the work product. In addition, Owner acknowledges that Consultant may incorporate into the work product certain software, applications, components and other materials subject to intellectual property rights owned by third parties other than Consultant ("Third Party Intellectual Property"). To the extent any such Third party Intellectual Property is incorporated into the work product, Consultant will ensure that Consultant has all necessary licenses and other rights to such Third party Intellectual Property so that it may be incorporated into the work product or used by the Consultant in performance of the Services. Neither party shall acquire any ownership rights in any Third Party Intellectual Property as an incident to its performance under this Agreement.

6.8 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the City and the Consultant and their respective successors, assigns and legal representatives.

6.9 Captions. The captions and headings contained herein are for convenience only and are not to be construed as part of this Agreement, nor shall the

same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

6.10 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Connecticut. In the event that any party affirmatively waives its right to arbitrate disputes that arise under this Agreement, any legal action brought to enforce any provision or obtain any interpretation of this Agreement or for other relief shall be brought in a State or Federal court of competent jurisdiction over the parties in Bridgeport, Connecticut.

6.11 Entire Agreement. Each party acknowledges that there are no prior or contemporaneous oral promises, undertakings or agreements in connection with this Agreement that are not contained herein. This Agreement may be modified only by a written agreement signed by all parties hereto. All previous negotiations and agreements between the parties hereto, with respect to the transactions set forth herein, are merged into this instrument, the documents or other materials referenced herein, the Task Orders, and amendments hereto mutually agreed to in writing by the parties, which together fully and completely express the parties' rights and obligations.

6.12 Partial Invalidity. If any term or provision of this Agreement is believed to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Project, then, such matter shall be submitted to arbitration in accordance with this Agreement to determine whether such term or provision is severable or if this Agreement is deemed to be a whole by a fair construction of its terms and provisions under Connecticut law. If such term or provision is found to be severable, this Agreement shall remain in full force and effect, such term shall be deemed stricken therefrom and this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision. If such term is not found to be severable, this Agreement may be terminated by either party upon the giving of prompt written notice within ten (10) days after such determination, whereupon the rights and obligations of the parties shall be determined in accordance with the provisions of this Agreement as if a mutual, voluntary termination had occurred.

6.13 Survival. The terms, provisions, representations, warranties and certifications contained in this Agreement, or inferable therefrom, shall survive the completion of the Project, or the earlier termination of this Agreement as to the Services completed to the date of such termination, subject to all applicable statutes of limitation and repose.

6.14 Waiver of Liens. The Consultant hereby waives any right it may have to file or assert a lien against the Project, including but not limited to, any rights granted to the Consultant by the laws of the State of Connecticut.

6.15 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 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 and unseasonable weather conditions, natural disasters, catastrophic events, mass casualties to persons or significant destruction of property, 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 of Services, and may result in the need to adjust the Compensation in accordance with the terms of this Agreement.

6.16 Non-Discrimination. The requirements for minority hiring and participation by disadvantaged businesses are set forth in Chapter 3.12 of the Municipal Code of Ordinances of the City of Bridgeport, which Chapter is attached here to as **Exhibit C**.

6.17 Precedence of Documents. The documents constituting this Agreement set forth in Paragraph 6.11 are intended to be complementary and shall be read together to include everything necessary for the proper execution and completion of the work set forth in every Task Order whether specified therein or not. However, to the extent that any conflicts, inconsistencies or ambiguity exist in the contract documents, the Consultant shall perform the more stringent requirement or adhere to the higher standard of work or performance involved. In the event of an irreconcilable conflict, then a determination shall be made by review of the various contract documents in the following descending order of precedence: This Agreement; any Task Order; any properly-executed change or amendment to a Task Order. As between figures given in drawings and the scale of measurements, the figures shall take precedence. Detail drawings shall have precedence over general drawings.

6.18 Council Approval of Agreement May Be Required. This Agreement may become effective upon the execution thereof by all parties and delivery of a fully-executed original to the Consultant. The Office of the City Attorney shall determine if the City Council must approve this Agreement, in which case it shall not become effective until the City Council of the City of Bridgeport approves the same, the Mayor or other authorized individual executes the Agreement or it becomes effective pursuant to the terms of the City Charter, and the Consultant receives an executed original thereof complete with all Schedules and Exhibits.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF BRIDGEPORT

By: _____
Joseph P. Ganim
Its: Mayor

By: _____
Name:
Title:
Duly-authorized

Exhibit A

Task Order Format

This Task Order No. ___ is made as of this ___ day of _____, [year] under the terms and conditions established in the Professional Services Agreement between the Owner and the Consultant dated _____, and shall constitute an amendment to such Agreement. This Task Order is issued for the following purpose, consistent with the Project defined in the Agreement:

[Brief description of the Project elements to which this Task Order applies.]

Project Background Description

Project Understanding

Objectives

Section A—Scope of Services

A.1. The Consultant shall perform the following Services:

A.2. The following Services are not included in this Task Order, but shall be provided as additional Services if Approved in writing by the Owner.

A.3. In conjunction with the performance of the foregoing Services, the Consultant shall provide the following submittals/deliverables (“Deliverables”) to the Owner:

Section B—Task Schedule

The Consultant shall perform the Services and deliver the related documents, if any, according to the following Task Schedule:

Section C—Compensation

C.1. In return for the performance of the Services under this Task Order, the Owner shall pay the Consultant Compensation in the amount of [dollars], payable according to the following terms:

[INSERT METHOD OF COMPENSATION AND TIMING OF PAYMENTS]

C.2. Compensation for any additional Services requested under this Task Order, if any, shall be paid by the Owner to the Consultant according to the following terms:

Section D—Owner’s Responsibilities

The Owner shall perform and/or provide the following in a timely manner so as not to delay the performance or completion of the Services by the Consultant. Unless otherwise provided in this Task Order, the Owner shall bear all costs incident to compliance with the following:

Section E—Other Provisions (Including but not limited to Grant funding requirements)

The parties agree to the following additional provisions with respect to this Task Order:

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Owner

By: _____
Name:
Title:

Consultant

By: _____
Name:
Title:

Exhibit B

Reimbursable Expenses

Reimbursable Expenses shall include the following:

Nondiscrimination

Chapter 3.12 of the Bridgeport Code of Ordinances reads in pertinent part as follows:

- A. The Contractor agrees and warrants that during the performance of this contract he will not Discriminate or permit discrimination against any person or group of persons because of race, color, religion, sex, age or national origin in any manner prohibited by the laws of the United States or of the state of Connecticut, and further agrees to take affirmative action that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Office of Contract Compliance of the City of Bridgeport setting forth the provisions of this section.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age or national origin.
- C. The Contractor will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, and to each vendor with which he has a contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under this division, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of this Section and with all the rules and regulations or orders issued by the Office of Contract Compliance pursuant thereto.
- E. The Contractor will provide the Office of Contract Compliance with such information requested by said office concerning the employment pattern, practices and procedures of the Contractor as relate to the provisions of subsections A through C of this Section and rules and regulations and/or orders issued pursuant thereto.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any rule, regulation or order issued under this Section, the Contract may be canceled, terminated or suspended, in whole or in part and such other sanctions may be imposed and remedies invoked as are

provided under the provisions of Section 3.12.100(D) of the City of Bridgeport Ordinances and rules, regulations or orders issued pursuant thereto, or as provided by federal and state laws.

- G. The Contractor will include the provisions of subsection A of this Section, in every subcontract or purchase order unless exempted by rules, regulations or orders of the Office of Contract Compliance issued pursuant to Section 3.12.060 of the City of Bridgeport Ordinances, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Office of Contract Compliance may direct as a means of enforcing this Section, including sanctions for non-compliance in accordance with the provisions of Section 3.12.100 of the City of Bridgeport Ordinances.

ON-CALL

BRIDGE INSPECTION SERVICES

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF BRIDGEPORT

AND

WENGELL MC DONNELL & COSTELLO, INC.

2020

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of the day of November, 2020, by and between the **CITY OF BRIDGEPORT**, a municipal corporation, located in Bridgeport, Connecticut, acting through its Engineering Department (hereinafter referred to as "**City**") and Wengell McDonnell & Costello, Inc., a professional Corporation, having an address at 87 Holmes Road, Newington, CT 60111 (hereinafter referred to as "**Consultant**").

WHEREAS, the City released a Request for Qualifications for on-call bridge inspection services consultants (#ENX020202); and

WHEREAS, the Consultant submitted its qualifications/proposal to Request for Qualifications # ENX020202, which is incorporated herein and made a part hereof by reference; and

WHEREAS, the City selected the Consultant based upon its qualifications and further based upon the Consultant's statements and representations made therein for purposes of entering into negotiation for a contract for task driven professional on-call bridge inspection related services ("**Inspection Services**") (more than one chosen consultant will be entering into such a task driven contract);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

DEFINITIONS

The following definitions will be used throughout this Agreement, unless the context requires otherwise:

"Approval" or **"Approved"** means, with respect to the administration and performance of this Agreement, that the City, in combination with the Program Manager, as the context requires, has or have given its or their respective written approval(s) to the Consultant when required, including but not limited to, the approval of budgets, Task Orders, directions, changes or deviations from or with respect to Task Orders, additional expenses, substitutions, time delays, schedule changes, etc.

"Consultant" means A. DiCesare Associates, PC, the Consultant's Representative, and its Approved consultants and subcontractors designated in writing from time to time during the term of this Agreement.

"Consultant's Representative" means a specific individual or individuals designated in writing by the Consultant to the City from time to time as its representative or representatives with respect to the Project. At the inception of this Agreement, the Consultant's Representative shall be _____.

"City" means the City of Bridgeport, a municipal corporation, acting through the Program Manager who shall be designated in writing from time to time during the term of this Agreement, who at the time of this signing is the City Engineer or his/her designee.

"Program Manager" means the City, acting through a specific individual or individuals designated in writing from time to time during the term of this Agreement to the City and the Consultant as its representative or representatives with respect to the Project specified in a Task Order. At the inception of this Agreement, the designee of the Program Manager shall be the City Engineer, Jon Urquidi, or his designee set forth in writing to the City and the Consultant.

"Project" means the periodic (per task order) inspection of certain City bridges as set forth in the Task Orders assigned to the Consultant(s). More than one consultant will be requested to compete for any individual task order to the firms awarded a contract under this RFQ. There is no guarantee of work hereunder.

"Task Schedule" means the schedule of milestones and other time requirements established in each Task Order.

"Services" means the delivery of bridge inspection services and other necessary and related professional services required by a Task Order for the completion of the work described therein.

"Task" or "Task Order" is a description of the Services requested from the Consultant, the format of which is described generally in Paragraph 1.1.D and Exhibit A of this Agreement, and the description of the particular Services requested from the Consultant in a Task Order issued to the Consultant from time to time during the term of this Agreement.

"Term" means the duration of this Agreement, commencing upon the date specified by the City in a Notice to Proceed on Task Order No. 1 and ending either on (a) the completion of the final Task Order then outstanding or (b) the earlier termination of this Agreement as provided herein, or (c) three (3) years from the date hereon, whichever event shall first occur. Any Task Order issued and not concluded at the termination of the Term, or any extension thereof, shall continue as part of this Agreement until termination of said task. The City reserves the right to extend the term of this Agreement, in writing, for one additional year, at its sole discretion, on terms and conditions mutually agreed to between the parties.

ARTICLE I BASIC AGREEMENT

1.1 Structure of the Agreement

A. **Consultant's Qualifications.** The Consultant represents that it is duly-licensed in the State of Connecticut and is qualified and experienced in the provision of engineering bridge inspection, and other structural engineering services as may be required hereunder, in accordance with the requirements of the City as set forth in one or more Task Orders. The successful Consultant will prepare and present to the City for review and acceptance all required data and software programs as determined by the Project Manager and City, as necessary to accomplish the Tasks in the manner more specifically set forth in this Agreement and in accordance with the Task Orders issued by the City.

B. **Use of Task Orders.** The Consulting Services required by this Agreement will be assigned by Task Order to the successful consultant (numerous consultants partaking in these projects) to allow for the sequential or partial completion of work in response to the City's proposed Project requirements. The Consulting Services shall be authorized by one or more Task Orders. The content, schedule and Compensation for each Task Order shall be negotiated prior to commencing Services under such Task Order.

C. **Assignment of Tasks.** The City shall identify and inform the Consultant of Tasks that it wishes the Consultant to perform, each such Task to be set forth in a written Task Order upon mutual agreement of the terms and conditions thereof between the City and the Consultant. Each additional Task Order to a successful consultant will be considered an amendment to this Agreement, shall be incorporated by reference into this Agreement and shall become a part hereof as if fully set forth herein. Each Task Order shall be commenced by the Consultant within five (5) business days of receipt of a written notice to proceed or on the date specified therein (each, a "Notice to Proceed").

D. **Task Order Format.** A format for a Task Order is attached as **Exhibit A**. Its inclusion as part of this Agreement illustrates the general framework to be used in authorizing each and every Task Order requiring the Consultant's Services for the duration of this Agreement. The Consultant will be required to prepare an estimate of man-hours and each Hourly Billing Rate to be utilized through the Consultant's forces or through each subcontractor employed or to be employed to perform each Task Order for the duration of the Task Order. Reimbursable expenses shall also be listed as individual line items. After negotiations with the City, the manpower estimate shall be attached to the Task Order.

E. **Authority to Request Additional Tasks or Services.** It is understood and agreed by the parties that, upon the Approval of this Agreement, only the Program Manager, designated by the City in writing from time to time to the Consultant, shall have the authority to add Tasks or Services to this Agreement.

1.2 **Compensation.** The City shall compensate the Consultant for the authorized Services to be performed pursuant to this Agreement as follows:

A. **Basis.** The Consultant shall be compensated for each Task Order on an hourly basis based upon the fee schedule ("Billing Rate") attached hereto as **Exhibit A** set forth to the City monthly by invoice, by achievement of certain milestones, or as may otherwise be set forth in the specific Task Order. If required by the City, the Consultant shall submit projections for each month during the projected duration of such Task Order of the amounts of Compensation to be requested including its best estimate of Reimbursable Expenses (see Exhibit B) in order for the City to appropriately allocate funds for such Compensation.

1.3 **Payment.** Payment of the Compensation set forth herein shall be made to the Consultant as follows:

A. **Progress Payments.** Payment of the Compensation set forth in this Agreement shall be made monthly for the Services completed during the prior month, or by milestone, or as otherwise established by the particular Task Order. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the City in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

B. **Submission of Invoices.** Payment of the Compensation set forth in this Agreement shall be made monthly in proportion for actual hours expended in providing the Services completed during the prior month or upon achievement of a particular milestone as the Task Order shall dictate. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the City in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

C. **Timing of Submission; Payment; Interest.** Invoices shall be submitted for Services rendered during the previous month or upon achieving a certain milestone. The City shall have thirty (30) days to review each complete invoice, and payment of all undisputed amounts for Compensation, shall be made within sixty (60) days after receipt thereof. Notwithstanding anything herein to the contrary, Compensation shall not be paid on disputed invoices or portions thereof and no interest shall be payable to the Consultant on amounts withheld by the City based upon a good faith dispute with the Consultant.

D. **Responsibility for Certain Payments.** 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 consultants and their respective employees.

E. **Unauthorized Charges.** The Consultant expressly understands and agrees that the City shall not be liable for the payment of any Services or other work performed by the Consultant, its subcontractors and consultants based upon unauthorized representations of or directions from officers, agents or employees of the City other than the Program Manager which exceed the Budget for this Project ("**Unauthorized Charges**") unless the Consultant submits in writing to the City within thirty (30) days of rendering Services or other work that is not authorized or that may exceed the Budget a request for approval of such Unauthorized Charges. Unauthorized Charges that are not brought to the City's attention within such 30-day period will not be honored and payment therefore will be deemed waived by the Consultant, its subcontractors and consultants. Nothing contained herein shall oblige the City for payment of Unauthorized Charges.

1.4 **Use of Consultants and Subcontractors.** The Consultant has retained or will retain as subcontractors or consultants, at its sole cost and expense, full-service, licensed (where required) professionals to render the categories of service to complete each Task Order. The names and qualifications of such consultants will be disclosed to the City in writing for review and approval prior to entering into any Task Order. The Consultant shall inform the City in writing in advance of engaging any other subconsultants not identified at the time of execution of a Task Order. The City shall have the right, in the exercise of its reasonable business judgment, to reject any such additional or substitute consultant or subcontractor and to request the Consultant to submit alternative proposals. The retention of such consultants and subcontractors shall not diminish or reduce the overall responsibility of the Consultant under this Agreement for the successful completion of the Task Order work.

1.5 **Project Responsibility and Staffing.**

A. **Consultant's Staffing.** An authorized principal of the Consultant will represent the Consultant in all matters relating to the contractual relationship between the City and the Consultant relating to the work under a Task Order, which person may be removed or replaced as set forth herein in writing from time to time (the "**Consultant's Representative**") in the manner set forth below. It is agreed that the Consultant's Representative shall not be removed by the Consultant without the prior written approval of the City unless such individual has ceased his or her employment with the Consultant. However, the Consultant's Representative shall be removed and replaced, without cost or expense to the City, at the written request of City. If the City requests that the

Consultant's Representative be replaced, the City shall be permitted to terminate this Agreement in the event a replacement, satisfactory to the City in the City's sole discretion, is not provided promptly.

B. **Consultant's Project Manager.** The Consultant shall designate a project manager in writing for each Task Order (the "**Consultant's Project Manager**"). The Consultant's Project Manager shall have responsibility for communications with the City's Program Manager and coordination of the work including, but not limited to, progress reports, meetings, schedule, deliverables and other typical contract administration functions

C. **Subconsultants and Subcontractors.** The Project staff for each Task Order will consist of, at a minimum, the staff identified by the Consultant in the professional categories approved by the City at the time of execution of a Task Order. The Consultant represents that all consultants and subcontractors employed by it in connection with this Agreement possess the requisite licensing (where required) education, training and experience to perform their job descriptions and functions in a competent and professional manner with respect to this Project. No subconsultant shall be replaced without the prior written approval of City. The City may, without incurring cost or expense, require the replacement of any consultant or subcontractor identified in a Task Order in the sole discretion of the City upon written notice to the Consultant.

1.6 **Time.** The Consultant shall complete each Task Order required by this Agreement in a timely fashion in accordance with a schedule for each Task Order (each, a "**Schedule**"). Once the parties hereto have agreed to the Schedule for a Task Order, all dates set forth in the Schedule, as the same may be amended from time to time in accordance with this Agreement, shall be **TIME OF THE ESSENCE**.

A. **Timely Performance an Essential Condition.** It is hereby understood and agreed by the Consultant that the date of commencement, the dates of required intermediate milestones, and the time for completion, as specified in this Agreement and in the accepted Schedule for the Services to be completed by the Consultant with respect to each Task Order issued by the City, are **ESSENTIAL CONDITIONS** of this Agreement.

B. **Commencement of Services.** It is mutually understood and agreed that the Services of the Consultant hereunder for each Task Order shall be commenced within five (5) days after the issuance of a Notice to Proceed by the City or on the date specified therein.

1.7 **Representations and Warranties.** The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

A. **Use of Qualified Personnel, Subcontractors and Subconsultants.** The Consultant represents that it is a corporation legally doing business in the State of Connecticut, has the requisite experience to undertake and

complete the Services pursuant to the requirements of this Agreement, has in its employ, or will engage at its sole cost and expense, licensed (where required), experienced, qualified and trained personnel, subcontractors and consultants, and will use, or require those in its employ to use, quality equipment to competently perform the Services required by each Task Order.

B. Consultant Possesses Adequate Resources and Personnel. The Consultant represents that it is financially stable and has adequate resources and personnel to complete the Services in a timely fashion.

C. No Conflicts. The Consultant has disclosed, or shall disclose, in writing prior to the execution of any Task Order, all conflicts or potential conflicts of interest that may or are likely to have an adverse effect on its ability to independently protect the City's interests in connection with the Project, including but not limited to, the nature and specifics of its relationship with any other participants in the Project, for example the Project Manager, other consultants and subcontractors, and the like. The Consultant represents that its 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.

D. Prior Approval of All Subconsultants. The Consultant will not engage any consultant for any of the Services for any Task Order without prior written notice to and written approval by the City and receipt of the City's written consent, except for those subconsultants specifically identified at the inception of this Agreement.

E. No Violation of Law. The Consultant represents that neither it, nor any of its owners, officers, directors, employees or, to the best of its knowledge, any of its approved subcontractors and consultants, have committed a criminal violation of federal or state laws arising directly or indirectly from its business operations that resulted in the imposition of a monetary fine, injunction, criminal conviction or other sanction, and further represents that the Consultant shall take all reasonable steps to ensure that its owners, officers, directors, employees, agents, subcontractors and consultants shall comply with the requirements of all laws, rules and regulations applicable to this Agreement or to the conduct of its or their businesses in the performance of the Services under this Agreement.

F. Quality and Performance of Services. The Consultant represents that it will perform, or ensure the performance by others of, the Services in a good and workmanlike manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the State of Connecticut under similar conditions and will diligently pursue the completion of such Services in accordance with the terms of this Agreement.

G. Licenses and Permits. The Consultant represents that it possesses, and will ensure that its subcontractors and consultants possess, all professional licenses and

other licenses and permits in the State of Connecticut that may be required to perform the Services required by this Agreement.

H. **Observance of Proprietary Rights.** The Consultant represents and warrants that it will take reasonable steps to ensure that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secret or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall, at the request of the City and in the City's sole discretion, (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant while such claim of infringement is contested; (ii) modify the Services to be rendered at no cost, expense or damage to the City so as to make such Services non-infringing while preserving the original functionality, and/or (iii) replace the Services or the infringing or potentially infringing portion thereof with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy or resolution of the claim of infringement, the City may terminate all or any part of the Services and, in addition to other relief, shall be entitled to recover the amounts previously paid to the Consultant hereunder related to such claim of infringement.

I. **Communications and Coordination.** The Program Manager shall receive, control and coordinate all documents and arrange all meetings with the Consultant and third parties on behalf of the City. The Program Manager shall be informed of the nature and content of all direct communications with other representatives in connection with the Project.

J. **City Shall Not Be Billed for Certain Taxes.** 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, its consultants and subcontractors, and the Consultant agrees not to invoice the City therefor. The City reserves the right to withhold pursuant to Section 12-430(7) of the Connecticut General Statutes, a percentage of the monies owed to any party that is a non-resident of the State of Connecticut but has not received an appropriate certificate from the Commissioner of Revenue pursuant to the aforesaid statute on account of sales taxes that may be owed by such non-resident to the State of Connecticut. Upon request of the Consultant, its consultants or contractors, the City's Purchasing Department will issue tax-exempt certificates to any party purchasing materials or rendering services to the Project for which a tax exemption is available.

K. **Recordkeeping and Audits.** The Consultant shall keep daily, weekly and monthly logs and other records detailing the Services rendered which shall contain sufficient detail as to type of activity performed by each employee, consultant and subcontractor working on the Project under the supervision of the Consultant, the job category of each such employee, the number of hours worked, etc. Such records shall be kept at the Consultant's principal place of business in the State of Connecticut. The City, its agent(s), or the representatives of any funding source shall have the right to inspect

such records from time to time, with or without prior notice, during normal business hours of the Consultant.

ARTICLE II CONSULTANT'S RESPONSIBILITIES

2.1 General Description of Services

A. **Customary Consultant Services.** The Consultant's Services shall consist of the Services described in a Task Order and other services described in Article I hereof and any other services normally performed by a consultant to complete a Project of this nature.

B. **Scope of Consultant's Services.** The scope of the Consultant's Services are described generally in this Agreement, and more specifically in each Task Order, and also include those services that are reasonable, consistent with and necessary to complete each Task Order, including but not limited to preparing and submitting written reports, keeping and distributing daily, weekly and monthly work logs demonstrating the Consultant's progress with respect to the Services and to each Task Order, and the like. All Consultant's Services and documents shall fully comply with the restrictions and requirements of all laws, rules and regulations of federal, state and local governmental and quasi-governmental agencies, authorities and funding sources having jurisdiction over or otherwise related to the Project, utility companies, and other parties disclosed by the City and otherwise known to the Consultant as of the date of this Agreement, the date of any Task Order, or which, in the exercise of the best professional judgment of an independent consultant retained by the City, should have been known to Consultant.

C. **Notice of Meetings.** The Consultant shall give timely notice to City of any meetings that the Consultant feels necessary in connection with a Task Order with utility companies or city, state or other regulatory agencies. Scheduling of such meetings is to be done by the Consultant, after consultation with the City as to time and date of such meetings.

D. **Cooperation with Other Professionals.** The Consultant shall cooperate fully with any consultant employed by the City in connection with the Project and other consultants or professionals employed by the City for work related to the Project.

2.2. **Distribution of Project Information.** The Consultant shall promptly furnish to the Program Manager copies of all, reports, correspondence, studies, meeting minutes and other verbal record, on any media, created by the Consultant or which comes into the possession of the Consultant and required, desired or necessary to keep the City informed of the progress of the Consultant's Services, the progress of the Project, or as otherwise may be requested by the City pursuant to this Agreement and to a Task Order

ARTICLE III

INFORMATION AND COMMUNICATION

3.1 **Information to be Supplied.** The City shall provide information regarding its requirements in the form of Task Orders. The City shall furnish to the Consultant such information with reasonable promptness to avoid delay in the performance and delivery of the Services. The Consultant shall be entitled to rely upon the completeness and accuracy of any City-supplied information unless, in the exercise of its best professional judgment, it knows or should know that such reliance would be unreasonable, in which case the Consultant shall inform the City in writing through the Program Manager of the unreliability or unreasonableness of the information supplied.

3.2 **Program Manager; Authority to Direct Consultant.** The Program Manager at the inception of this Agreement is the City Engineer, who shall act as Project Manager(s), or his designee set forth in writing. The Program Manager shall act in the interests of the City with respect to this Agreement and its Task Orders and shall have the authority to examine and review any and all of the Consultant's work products and/or the Services it provides, make recommendations to the City regarding such work and its quality, completeness and timeliness, and carry out and execute the decisions of the City with respect to the Consultant, its Services and work. With respect to the hierarchy of authority to act on behalf of the City, the Program Manager has primary authority to make decisions for the City and to direct the Consultant in connection with this Agreement. Any Approval or Approvals given by the Program Manager on behalf of the City, shall not relieve the Consultant of any of its obligations hereunder.

3.3 **Independent Legal and Accounting Services.** The City shall furnish its own legal, accounting, auditing and insurance counseling services, however, the fact that the City possesses such support services will not relieve the Consultant of its responsibilities pursuant to this Agreement. The Consultant shall furnish, at its own overhead expense, its own legal, accounting, auditing and insurance counseling services.

3.4 **Confidential Information.** Each party hereby acknowledges that it may be exposed to confidential information which may not be available to the public or discoverable under the Freedom of Information Act ("FOIA") and other proprietary information belonging to the other party or relating to its business and 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 properly disclosable under FOIA.

(b) **Covenant Not to Disclose.** Each party hereby agrees that during the term of this Agreement 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 party claiming confidentiality 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 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.

3.5 **Existing Databases.** The City shall furnish to the Consultant for its use any databases or base information in the City's possession related to the Work of a Task Order.

ARTICLE IV

REMEDIES

4.1 **Default by Consultant.** It shall be a material default under this Agreement in the event that any of the following occur (each an "**Consultant's Default**"): (i) The Consultant fails to expeditiously perform the Services required to be performed under each Task Order through no fault of the City thereby delaying the commencement, progress, or delivery of the Project, or (ii) the Consultant is slow to pay or fails to pay any subcontractor, consultant or agent of the Consultant, or (iii) the Consultant is declared to be bankrupt or insolvent, an assignment for the benefit of creditors is made by the Consultant, the Consultant shall file a voluntary petition in bankruptcy or insolvency, or a receiver shall be appointed for the Consultant and such appointment or bankruptcy or insolvency proceeding, petition, declaration or assignment is not set aside within thirty (30) days of filing, or (iv) any representation or certification made by the Consultant to the City shall prove to be false or misleading on the date said representation or certification is made, or (v) default shall be made in the observance or performance of any material covenant, agreement or condition contained in this Agreement or in any specific Task Order required to be kept, performed or observed by Consultant, or (vi) there has been a material adverse change in the financial condition of the Consultant, or (vii) the Consultant, or any principal or officer of the Consultant shall be convicted of the commission of a crime punishable as a felony, or (viii) the Consultant violates a material provision of any laws, ordinances, rules, regulations or orders of any public authority in the performance of its duties hereunder. If such an Consultant's Default has occurred and has not been cured within thirty (30) days, with or without written notice from the City to the Consultant, the City may declare the Consultant to be in default hereunder and exercise any remedies available to it, including the termination of this Agreement and any Task Order(s) then outstanding. In the event that the City terminates the Consultant for an Event of Default that is not cured after notice and such termination becomes the

subject of arbitration, if the City's termination of the Consultant is deemed to have been wrongful or inappropriate, such termination will be deemed converted to a termination for convenience by the City and the Consultant's remedies shall be limited to those set forth herein with regard to termination for convenience.

4.2 Default by City. In the event the City shall fail to perform any of its material obligations pursuant to this Agreement ("**City's Default**"), the Consultant shall give written notice within fourteen (14) days to the City. In the event that the City fails to cure a payment default within thirty (30) days after receipt of such notice or fails to cure a non-payment default within sixty (60) days after receipt of such notice, the Consultant may declare the City to be in default hereunder and exercise any remedies available to it.

4.3 Termination by City Due to Consultant's Default. If the Consultant fails to supply enough properly-skilled and licensed (where required) professionals and employees, or proper materials, or if the Consultant commits a material violation of any laws, ordinances, rules, regulations or orders of any public agency or authority having jurisdiction, or otherwise commits an Consultant's Default under this Agreement, the City shall give written notice within fourteen (14) days to the Consultant. In the event that the Consultant fails to cure such default within fifteen (15) days after receipt of such notice, the City may declare the Consultant to be in default hereunder and exercise any remedies available to it. The City may, without prejudice to any right or remedy, terminate the employment of the Consultant and take possession of all databases, plans, specifications, drawings, analyses, samples and other data and software prepared, obtained by or in the possession of the Consultant, whether complete or not, with respect to the Task Order or Task Orders by whatever method the City may deem expedient. Additionally, the City may pursue any legal action available to it to obtain relief for actual damages suffered by reason of the Consultant's Default hereunder. In such event, the Consultant shall be liable to compensate and reimburse the City for all of its loss, cost and expense, including but not limited to attorney's fees and consultant's fees, which are caused by the Consultant's Default.

4.4 Termination by Consultant. Should the City commit an City's Default that continues beyond notice and passage of the cure period provided herein, the Consultant may, as its sole and exclusive remedy, terminate this Agreement. Upon such a termination, the Consultant shall be entitled to recover from the City all Compensation due for Services performed in accordance with the requirements of this Agreement to the date of such termination, and Reimbursable Expenses. The Consultant may not recover any other damages, costs or expenses from the City other than payment for Services performed up to the date of termination and Reimbursable Expenses.

4.5 Termination by City Without Fault of the Consultant. The City shall have the right to cancel and terminate this Agreement at any time whether or not an Consultant's Default exists hereunder, and the City shall incur no liability to Consultant or any other person by reason of such cancellation, except that, if the cancellation is for no fault of Consultant, the City shall pay to the Consultant all sums then due to the Consultant

hereunder for Services rendered in accordance with this Agreement performed up to the date of termination.

4.6 Transfers on Termination. In the event of any termination of this Agreement by the City, the Consultant shall, upon written request of the City, return to the City within seven (7) days all papers, materials, samples, analyses, databases, software, and other items on any form of media prepared by, in the possession of, or available to the Consultant relating to the Project whether created by or at the request of the Consultant or created by others with the exception of any preexisting materials, where if used or incorporated by Consultant into any work product used by Consultant, Consultant will maintain exclusive ownership, rights, title and interest, to include intellectual property. In addition, each party will assist the other party in an orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible. If requested by the Program Manager, the Consultant shall debrief the City with respect to the work performed and not performed to date of termination with good faith and due diligence. Such debriefing shall provide explanation, annotation, data and other information concerning drawings, schedule, deliverables and the like for which the Consultant is responsible under this Agreement. Furthermore, the Consultant shall relinquish, assign and transfer in a writing acceptable to the City all rights and claims to its Work Product, drawings, specifications, analyses, databases, software, samples and other deliverables that are part of this Agreement and take such other reasonable steps at the request of the Program Manager to facilitate the continuation of the work of the Consultant by another professional, provided, however, that the Consultant's name and seal may not be used on such items subsequently by one or more other professionals engaged by the City.

4.7 Resolution of Disputes and Choice of Law. The parties agree that all disputes between them in connection with this Agreement or the interpretation thereof, if they cannot be resolved by mutual agreement, shall be resolved by a court located in Fairfield County, Connecticut having jurisdiction over the parties.

4.8 Claims For Additional Compensation and Time. If an event occurs or other circumstances arise during the performance of the work that establish or may tend to establish a claim by the Consultant for additional Compensation and/or additional time to perform, the Consultant shall promptly make such claim to the City in writing within fourteen (14) days of the occurrence of such event or circumstances setting forth the facts giving rise to such claim under this Agreement and the additional Compensation or contract time requested by the Consultant. The Consultant shall not undertake to perform additional work without the prior written approval of the City. All claims for additional Compensation or additional contract time that are not asserted with such 14-day period are deemed waived by the Consultant.

ARTICLE V

INDEMNIFICATION AND INSURANCE

5.1 **Indemnification.** The Consultant represents and warrants that it will employ its best professional judgment in the performance of the Services hereunder to ensure that design products are free from material defects which were known or should have been known to the Consultant in the exercise of reasonable care. To the fullest extent permitted by law, the Consultant, on behalf of itself and its subcontractors, consultants and agents (the "**Indemnitor**"), agrees to indemnify, save and hold City, its elected officials, department heads, employees, subcontractors and consultants (the "**Indemnitee**") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses related to the services performed by Consultant, including, but not limited to costs, expenses, consulting fees and reasonable attorneys' fees which arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Project; or (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

5.2 **Insurance.** The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every consultant and subcontractor in any tier according to the work being performed and shall ensure that all insurance coverage is issued and in force in accordance with the terms hereof. **The Consultant, its subcontractors and consultants may not commence work unless and until all such insurance coverages are provided to, reviewed and approved by the City.**

A. **Coverage Required.** The Consultant shall procure, present to the City in advance of any Services performed, and maintain in effect for the term of this Agreement 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, with endorsement. **Under no circumstance may insurance coverage of any kind, except errors and omissions insurance, be of an aggregate type for all locations and/or all operations of the Consultant, its subcontractors or consultants, nor may the face amount of any such coverage be reduced by deductions for defense costs or any other setoff. All insurance coverage must be provided for the Project only. The Consultant, its consultants and subcontractors may not commence work unless and until all such insurance coverages are provided to, reviewed and approved by the City.**

Errors and Omissions Insurance (claims made form) will be provided by all consultants and other professionals involved in the Project with minimum limits of \$3,000,000, or as otherwise required by the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate 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 all insurance carriers an unequivocal agreement **by policy endorsement** to provide not less than 30 days' prior written notice of cancellation, non-renewal or reduction in coverage, such notices to be given to the City at the following address: Purchasing Agent, City of Bridgeport, Margaret Morton Government Center, 999 Broad Street, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on a ACORD-25S form delivered to the City and authorized with original signature or stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate to be delivered to the City prior to any work or other activity commencing under this Agreement.

Additional insured—The Consultant, its consultants and subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents, at no

additional cost to the City, on all policies of primary and excess insurance coverages by endorsement as additional insured parties **by policy endorsement** except errors and omissions coverage and workers' compensation coverage, 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 accordance with the terms of this Agreement. The City shall be designated as follows:

"The City of Bridgeport
Attention: Purchasing Agent
999 Broad Street
Bridgeport, Connecticut 06604"

ARTICLE VI

MISCELLANEOUS

6.1 **Singular, Plural, Gender, etc.** Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender.

6.2 **Professional Services Contract.** This Agreement is entered into solely to provide for the work of various Task Orders for work related to the Project and to define the rights and obligations, risks and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Consultant and the City other than as expressly provided herein. The Consultant acknowledges that the City is not a partner or joint venture with the Consultant and that the Consultant is not an employee or agent of the City.

6.3 **Prohibition Against Assignment.** The Consultant may not transfer, hypothecate or in any way alienate or assign its interest in this Agreement or delegate any duties to be performed by it hereunder without the prior written consent of City. The City may assign its interest in this Agreement at any time to any person or entity that assumes the City's obligations from the date of the assignment hereunder; provided, however, that absent express consent in writing by the Consultant, such assignment shall not release the City from its obligations to the Consultant hereunder for payment of all amounts due the Consultant pursuant to this Agreement.

6.4 **Time of the Essence.** All dates set forth in this Agreement, and/or in any accepted Task Order Schedule, as may be amended from time to time, is agreed to be critical to the completion of the Project and shall be considered of the essence to this Agreement.

6.5 **Notices.** All notices, requests, demands or changes of address required or desired by either party shall be in writing and shall be either personally delivered, delivered by messenger or overnight delivery service, or be delivered by registered or certified mail, return receipt requested, postage prepaid, and addressed to the other party at the address heretofore set forth (each a "Notice"). All Notices shall be deemed received, in the case of personal or overnight delivery service, upon receipt, or in the case of mailing, on the date of receipt thereof by the party to whom it is addressed or, if receipt is refused, upon the expiration of forty-eight (48) hours from the time of deposit of such mailed notice in an office of the United States Postal Service. A change of address of a party shall be set forth in the same manner as other required notices.

6.6 **No Waiver.** No waiver of any party's default hereunder by the other party hereto at any one time shall be construed as a waiver by such party of any subsequent breach of the same or another term of this Agreement by the other party.

6.7 **City's Ownership of Documents.** All drawings, specifications, surveys, test results, models, plans, computer programs, databases and other work product prepared by the Consultant or anyone employed by the Consultant in any form or media upon creation are and shall be the sole and exclusive property of the City, including without limitation all copyrights, rights of reproduction and reuse, and other interests relating thereto. The City and any entity affiliated with the City may reuse all such documents and data for future work in connection with the Enterprise GIS System or for future Projects. Notwithstanding the above, Consultant will maintain exclusive ownership, rights, title and interest, to include all associated intellectual property, to Consultant's Preexisting Materials. Consultant will agree to grant to Owner a royalty-free, perpetual, irrevocable, worldwide, non-exclusive license to use, distribute, perform, display and transmit Consultant's preexisting materials, but only to the extent such Consultant Preexisting Materials are embodied in, incorporated into and made a part of the work product. In addition, Owner acknowledges that Consultant may incorporate into the work product certain software, applications, components and other materials subject to intellectual property rights owned by third parties other than Consultant ("Third Party Intellectual Property"). To the extent any such Third party Intellectual Property is incorporated into the work product, Consultant will ensure that Consultant has all necessary licenses and other rights to such Third party Intellectual Property so that it may be incorporated into the work product or used by the Consultant in performance of the Services. Neither party shall acquire any ownership rights in any Third Party Intellectual Property as an incident to its performance under this Agreement.

6.8 **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the City and the Consultant and their respective successors, assigns and legal representatives.

6.9 **Captions.** The captions and headings contained herein are for convenience only and are not to be construed as part of this Agreement, nor shall the

same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

6.10 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Connecticut. In the event that any party affirmatively waives its right to arbitrate disputes that arise under this Agreement, any legal action brought to enforce any provision or obtain any interpretation of this Agreement or for other relief shall be brought in a State or Federal court of competent jurisdiction over the parties in Bridgeport, Connecticut.

6.11 Entire Agreement. Each party acknowledges that there are no prior or contemporaneous oral promises, undertakings or agreements in connection with this Agreement that are not contained herein. This Agreement may be modified only by a written agreement signed by all parties hereto. All previous negotiations and agreements between the parties hereto, with respect to the transactions set forth herein, are merged into this instrument, the documents or other materials referenced herein, the Task Orders, and amendments hereto mutually agreed to in writing by the parties, which together fully and completely express the parties' rights and obligations.

6.12 Partial Invalidity. If any term or provision of this Agreement is believed to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Project, then, such matter shall be submitted to arbitration in accordance with this Agreement to determine whether such term or provision is severable or if this Agreement is deemed to be a whole by a fair construction of its terms and provisions under Connecticut law. If such term or provision is found to be severable, this Agreement shall remain in full force and effect, such term shall be deemed stricken therefrom and this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision. If such term is not found to be severable, this Agreement may be terminated by either party upon the giving of prompt written notice within ten (10) days after such determination, whereupon the rights and obligations of the parties shall be determined in accordance with the provisions of this Agreement as if a mutual, voluntary termination had occurred.

6.13 Survival. The terms, provisions, representations, warranties and certifications contained in this Agreement, or inferable therefrom, shall survive the completion of the Project, or the earlier termination of this Agreement as to the Services completed to the date of such termination, subject to all applicable statutes of limitation and repose.

6.14 Waiver of Liens. The Consultant hereby waives any right it may have to file or assert a lien against the Project, including but not limited to, any rights granted to the Consultant by the laws of the State of Connecticut.

6.15 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 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 and unseasonable weather conditions, natural disasters, catastrophic events, mass casualties to persons or significant destruction of property, 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 of Services, and may result in the need to adjust the Compensation in accordance with the terms of this Agreement.

6.16 Non-Discrimination. The requirements for minority hiring and participation by disadvantaged businesses are set forth in Chapter 3.12 of the Municipal Code of Ordinances of the City of Bridgeport, which Chapter is attached here to as **Exhibit C**.

6.17 Precedence of Documents. The documents constituting this Agreement set forth in Paragraph 6.11 are intended to be complementary and shall be read together to include everything necessary for the proper execution and completion of the work set forth in every Task Order whether specified therein or not. However, to the extent that any conflicts, inconsistencies or ambiguity exist in the contract documents, the Consultant shall perform the more stringent requirement or adhere to the higher standard of work or performance involved. In the event of an irreconcilable conflict, then a determination shall be made by review of the various contract documents in the following descending order of precedence: This Agreement; any Task Order; any properly-executed change or amendment to a Task Order. As between figures given in drawings and the scale of measurements, the figures shall take precedence. Detail drawings shall have precedence over general drawings.

6.18 Council Approval of Agreement May Be Required. This Agreement may become effective upon the execution thereof by all parties and delivery of a fully-executed original to the Consultant. The Office of the City Attorney shall determine if the City Council must approve this Agreement, in which case it shall not become effective until the City Council of the City of Bridgeport approves the same, the Mayor or other authorized individual executes the Agreement or it becomes effective pursuant to the terms of the City Charter, and the Consultant receives an executed original thereof complete with all Schedules and Exhibits.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF BRIDGEPORT

By: _____
Joseph P. Ganim
Its: Mayor

By: _____
Name:
Title:
Duly-authorized

Exhibit A

Task Order Format

This Task Order No. ____ is made as of this ____ day of _____, [year] under the terms and conditions established in the Professional Services Agreement between the Owner and the Consultant dated _____, and shall constitute an amendment to such Agreement. This Task Order is issued for the following purpose, consistent with the Project defined in the Agreement:

[Brief description of the Project elements to which this Task Order applies.]

Project Background Description

Project Understanding

Objectives

Section A—Scope of Services

A.1. The Consultant shall perform the following Services:

A.2. The following Services are not included in this Task Order, but shall be provided as additional Services if Approved in writing by the Owner.

A.3. In conjunction with the performance of the foregoing Services, the Consultant shall provide the following submittals/deliverables ("**Deliverables**") to the Owner:

Section B—Task Schedule

The Consultant shall perform the Services and deliver the related documents, if any, according to the following Task Schedule:

Section C—Compensation

C.1. In return for the performance of the Services under this Task Order, the Owner shall pay the Consultant Compensation in the amount of [dollars], payable according to the following terms:

[INSERT METHOD OF COMPENSATION AND TIMING OF PAYMENTS]

C.2. Compensation for any additional Services requested under this Task Order, if any, shall be paid by the Owner to the Consultant according to the following terms:

Section D—Owner's Responsibilities

The Owner shall perform and/or provide the following in a timely manner so as not to delay the performance or completion of the Services by the Consultant. Unless otherwise provided in this Task Order, the Owner shall bear all costs incident to compliance with the following:

Section E—Other Provisions (Including but not limited to Grant funding requirements)

The parties agree to the following additional provisions with respect to this Task Order:

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Owner

By: _____
Name:
Title:

Consultant

By: _____
Name:
Title:

Reimbursable Expenses

Reimbursable Expenses shall include the following:

Nondiscrimination

Chapter 3.12 of the Bridgeport Code of Ordinances reads in pertinent part as follows:

- A. The Contractor agrees and warrants that during the performance of this contract he will not Discriminate or permit discrimination against any person or group of persons because of race, color, religion, sex, age or national origin in any manner prohibited by the laws of the United States or of the state of Connecticut, and further agrees to take affirmative action that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Office of Contract Compliance of the City of Bridgeport setting forth the provisions of this section.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age or national origin.
- C. The Contractor will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, and to each vendor with which he has a contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under this division, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of this Section and with all the rules and regulations or orders issued by the Office of Contract Compliance pursuant thereto.
- E. The Contractor will provide the Office of Contract Compliance with such information requested by said office concerning the employment pattern, practices and procedures of the Contractor as relate to the provisions of subsections A through C of this Section and rules and regulations and/or orders issued pursuant thereto.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any rule, regulation or order issued under this Section, the Contract may be canceled, terminated or suspended, in whole or in part and such other sanctions may be imposed and remedies invoked as are

provided under the provisions of Section 3.12.100(D) of the City of Bridgeport Ordinances and rules, regulations or orders issued pursuant thereto, or as provided by federal and state laws.

- G. The Contractor will include the provisions of subsection A of this Section, in every subcontract or purchase order unless exempted by rules, regulations or orders of the Office of Contract Compliance issued pursuant to Section 3.12.060 of the City of Bridgeport Ordinances, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Office of Contract Compliance may direct as a means of enforcing this Section, including sanctions for non-compliance in accordance with the provisions of Section 3.12.100 of the City of Bridgeport Ordinances.

Item# 204-19

Workers' Compensation Stipulation in the Matter of
Robert Sapiro. **DENIED**



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: December 7, 2020
Resubmitted on December 21, 2020

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

RECEIVED
CITY CLERKS OFFICE
21 JAN 13 AM 11:31
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 204-19

BE IT RESOLVED, that the City Attorney, or Associate City Attorney, be authorized, empowered and directed to enter into on behalf of the City of Bridgeport, Stipulations with Robert Sapiro upon approval by the Workers' Compensation Commissioner of the Fourth District.

<u>Name</u>	<u>Nature of Claim</u>	<u>Attorney</u>	<u>Amount</u>
Robert Sapiro	Workers' Compensation Stipulation	Morrissey, Morrissey & Mooney, LLC	\$80,000.00

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: December 7, 2020
Resubmitted on December 21, 2020