

AGENDA

CITY COUNCIL MEETING

TUESDAY, JULY 5, 2022

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

ITEMS REQUIRING ROLL CALL VOTE:

Filling of Vacant City Council Seat in the 138th District

Changes to City Council Committees and Liaisons to Various Boards and Commissions by Council President

MINUTES FOR APPROVAL:

Approval of City Council Minutes: June 6, 2022

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 102-21** Communication from Public Facilities re: Proposed License Agreement with Creative Outdoor Advertising of America, Inc. for Trash Receptable Advertising and Maintenance Services, referred to Contracts Committee.
- 103-21** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of LaJeune Pollard v. City of Bridgeport, et al – Docket No. FBT-CV-18-6071490-S, referred to Miscellaneous Matters Committee.
- 104-21** Communication from Central Grants re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) – Port Security Grant Program, referred to Public Safety and Transportation Committee.
- 105-21** Communication from Public Facilities re: Proposed Agreement with BusPatrol America, LLC regarding a School Bus Stop Arm Enforcement Program, referred to Joint Committee on Public Safety and Transportation and Contracts.
- 106-21** Communication from City Attorney re: Proposed State Lobbyist Services Agreement with the Reynolds Strategy Group, LLC, referred to Contracts Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *90-21** Ordinance Committee Report re: Proposed Amendment to the Municipal Code of Ordinances, Chapter 10.20 - Towing, amend Section 10.20.100 - Qualified Towers – Personnel.
- *69-21** Economic and Community Development and Environment Committee Report re: Grant Submission: Department of Homeland Security Federal Emergency Management Agency (FEMA) FY 2021 Hazard Mitigation Assistance Grants – Flood Mitigation Assistance (FMA) and Building Resilient Infrastructure and Communities (BRIC) (#22476).
- *81-21** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Establishment of the Upper East Side Neighborhood Revitalization Zone and its Boundaries.
- 89-21** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Cristina Costa v. Jansy Rodriguez, et al – Docket No. FBT-CV-18-6077549-S.
- 101-21** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of John Gale v. City of Bridgeport.

MATTERS TO BE ACTED UPON:

- 79-21** Ordinance Committee Report re: (Ref. #36-21) Amendment to the Municipal Code of Ordinances, Chapter 12.16 – Street and Sidewalk Use Regulations, amend Section 12.16.245 – Permit to Use City Streets and Sidewalks for the Shared Mobility Program.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, JULY 5, 2022 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME	SUBJECT
1.) Helen Olga Losak 304 Bradley Street Bridgeport, CT 06610	Illegal basement apartments are very dangerous. The homeowner is responsible.
2.) Eneida Martinez 819 Connecticut Avenue Bridgeport, CT 06607	Council Members behavior & disrespectful conduct.
3.) Jacquelyn Cauthen 397 Charles Street Becoming D.I.V.A.S Bridgeport, CT 06606	Support for book club/purchase books from Summer & Fall 2022 Publishers.

**CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
TUESDAY, JULY 5, 2022
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT 06604**

CALL TO ORDER

Council President Nieves called the Public Speaking session of the City Council 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: Jorge Cruz, Tyler Mack
- 132nd District: Marcus Brown, Rolanda Smith
- 133rd District: Aikeem Boyd, Jeanette Herron,
- 134th District: *Michelle Lyons*, AmyMarie Vizzo-Paniccia
- 135th District: Mary McBride-Lee, Rosalina Roman-Christy
- 136th District: Frederick Hodges, *Alfredo Castillo*
- 137th District: Aidee Nieves, Maria Valle
- 138th District: Maria Pereira
- 139th District: Wanda Simmons, Ernest Newton

22 JUL 13 AM 11:46
CITY CLERK

A quorum was present. The names in italics did not appear to respond during the roll call. Council Member McCarthy had an excused absence.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, JULY 5, 2022 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME

SUBJECT

Helen Olga Losak
304 Bradley Street
Bridgeport, CT 06610

Illegal basement apartments are very dangerous. The homeowner is responsible.

Ms. Losak greeted the Council Members and said that illegal basement apartments are very dangerous. The Fire Marshals have recently discovered a number of illegal apartments. These illegal apartments only have one way in and out. There are also radon issues. She said that the landlords can be held responsible and sued if someone dies in an illegal apartment. Often the

windows have bars and prevent individuals from getting out. She asked everyone to adhere to the regulations for everyone's safety.

Eneida Martinez
819 Connecticut Avenue
Bridgeport, CT 06607

Council Members behavior &
disrespectful conduct.

Ms. Martinez came forward and greeted the Council Members. She said that she was present to address the Council's behavior. She said that the level of disrespect that has been shown toward Council Member Newton by Council Member Pereira has been unbelievable.

Council Member Pereira then shouted that Ms. Martinez was out of order. Ms. Martinez replied that she had the floor. Council Member Pereira then asked Council President Nieves if she was going to allow this type of behavior. Several minutes of inaudible shouting ensued.

Council President Nieves called those who were out of order to task. She then called the next speaker forward.

Jacquelyn Cauthen
397 Charles Street
Becoming D.I.V.A.S
Bridgeport, CT 06606

Support for book club/purchase
books from Summer & Fall 2022
Publishers.

Ms. Cauthen greeted the Council and went on to explain that she was extremely talented and generous. Ms. Cauthen then gave a brief overview of her program Becoming D.I.V.A.S for young girls aged 9 to 17. This is a mentoring program that includes a book club and addresses financial literacy.

Ms. Cauthen then spoke about the recent Supreme Court decision and stated that she no longer had control over her body due to the deplorables. She asked the Council Members help her reach out to girls 9 to 17 so they can learn about resources available and community members who are present to support them. The program will be held downtown.

She stated that this was personal for her and recounted that when she was 15, she was dismissed, disrespected, devalued and homeless because she was pregnant and unmarried. She ended up in a home for unwed mothers. This is why she wants to help young girls. She does not want to see another girl devalued or dismissed by the deplorables.

Atty. Dorcia Carillo
Huntington Turnpike
Bridgeport, CT

Atty. Carillo came forward and greeted the Council Members. She stated that she was present to replace former Council Member Michele Small who had recently resigned. She said she had specific skills that would be helpful to the Council. Atty. Carillo noted that she had reached out to all the Council Members over the weekend and thanked those who had returned her call.

City of Bridgeport
City Council
Regular Meeting
July 5, 2022

Atty. Carillo said that she wished to speak about the District she lives in and repeated her name for the Council Members. She and her husband moved to Bridgeport a few years ago but has been a Connecticut resident since law school. Atty. Carillo then listed a number of groups that she is associated with and her local law practice. Atty. Carillo also spoke about a vacant lot that has become a trash heap. Her neighborhood is beautiful but often cluttered with trash. She requested the Council's support in her effort to replace former Council Member Small.

Maria Pereira

206 Bradley Street
Bridgeport, CT 06610

Council Member Pereira came forward to address the Council. She then announced that the City Council Rule XXVI 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."

Council Member Pereira stated that a former City Council Member who ignored this rule which she should have known. A verbal confrontation then followed between Council Member Pereira and Ms. Eneida Martinez. Council President Nieves attempted to call the two arguing parties to order. Ms. Losak then shouted out several times that Council Member Pereira was an embarrassment to the District. Council Member Pereira replied that Ms. Losak had been to dinner at her home several times.

After order was restored, Council Member Pereira stated that two weeks earlier, she had been supporting City Clerk Lydia Martinez and was shut down for attacking Council Members. She stated that she had not been attacking anyone. However, Council President Nieves was allowing this behavior to continue. Ms. Losak started a chant in the audience.

Council President Nieves requested Ms. Losak stop chanting and said the type of behavior that had been displayed during the meeting would not be allowed in the chambers.

Mr. Dae Muhammad McKnight

131 Tully Circle
Bridgeport, CT

Mr. McKnight came forward and greeted the Council Members. He spoke about the kind of language that was being thrown around in the City Council Chambers about people being felons. He noted that for the past fifteen years, he's been helping people. He said he did not appreciate the constant references to Council Members' past when they don't deserve this. As a taxpayer, this is not acceptable.

Mr. Lyle Hasson

Bridgeport, CT

Mr. Hasson came forward and greeted the Council. He stated that he was an ex-con. It has been 40 years since he was in prison and retired from the Bridgeport Public School system and is now a chaplain for the Department of Corrections. He said that they should never hold people accountable for actions when the individuals have proven they have moved past them. His major concern was not about ex-felons, but for those who sit in high places and make decisions. Give people an opportunity to improve themselves. He said that he pays his taxes and works hard. It is time to let people move on with their lives.

John Marshall Lee

30 Beacon Street
Bridgeport, CT 06605

Mr. Lee came forward and read the following statement into the record:

My friends, my neighbors and I have appointed you to cast your votes so that fairness presides rather than inequality or injustice in the ten districts of the City. I have addressed the subject of fairness with you previously. Remember I asked why the G2 has been as negligent as his predecessors in appointing well intentioned and capable citizens without conflict of interest to listen to grievances from Bridgeport on Fair Rent or Fair Housing.

Why do I keep raising the same issue? Do you think it might be because it is genuinely unfair? Why didn't the Mayor's office deal with those areas and tolerate vacancies enough to cripple process or slow it down? Why did they die as to no functions showing meetings, agendas, and minutes? Why did no one observe and complain, as I have? Do you think it will do no good to complain?

Doesn't inattention to matters of importance lead to change? Does a squeaky wheel get oiled? It does unless someone in power at times is conflicted. Are friends and supporters of the Mayor owners of both commercial and residential properties? Is this where inaction lies? Where else should we look if authoring a journalistic essay on the **Death of Two Unnecessary Boards in Bridgeport!**

I want to share some good news learned in recent weeks. I served on both the St. Patrick's Scholarship Committee and on the Fairfield Rotary Club Committee. I can assure you that Bridgeport residents graduating from high schools were candidates for significant awards from each group.

I was especially impressed with the stories of two young women of color from Central Magnet who wish to pursue Nursing careers, starting at University of Bridgeport this fall with a curriculum leading to a Bachelor of Science. Each of them will live at home, because it makes financial sense for them and because they have responsibility for care of younger siblings in their families.

The range of enthusiastic service work for which they volunteered shows how young people can play it forward and will be prepared to accept full roles as informed voters, candidates for Boards, and overseers of City functions in the future. Can you find more ways to provide them with info on registering to vote, where to vote at each

election, and become better informed on “best practices” for municipalities to pursue, a chance for time to tell for their children?

Henry Webb
Clinton Avenue
Bridgeport, CT

Mr. Webb came forward and greeted the Council Members. He said that he was present in support of ex-felons. It is important to allow people to be who they are. He is a lifelong resident of Bridgeport and has lived at his current address for 47 years. On behalf of the ex-felons, he is displeased at how they are being disrespected. Mr. Webb said that it was important for people to realize that people do change their lives. He thanked the Council Members for this opportunity to speak.

Fred Hodges
Fairview Avenue
Bridgeport, CT

Council Member Hodges came forward and greeted the Council Members. He said he would speak about the individuals who want their own justice rather than what the court has decreed. The Council Members are not there for individual name calling, personal vendettas, or anything like that. As a Council Member, he feels this is wrong. He spoke about the number of times he has heard derogatory and stigmatizing remarks used to address his colleagues and other individuals who are called names. This is wrong regardless of the culture, sexual orientation, or race. People do not deserve the name calling and negative remarks in this building.

He noted that there were 70 million formerly incarcerated people who are mothers, fathers, sisters and brothers. They also include business owners, homeowners and taxpayers. These formerly incarcerated people do not deserve to come into City Hall and have a Council Member or constituents talk like that in this building. He said that he had been out for 16 years and mentioned an organization that he belongs to. He added that he will not tolerate this type of disrespect. It is damaging to people’s character and reputation. He’s been home for 16 years, is a Director of a program and runs a halfway house along with being an advocate for formerly incarcerated people.

ADJOURNMENT

Council President Nieves closed the public session at 7:05 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
TUESDAY, JULY 5, 2022

7:00 PM

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

CALL TO ORDER

Mayor Ganim called the Regular Meeting of the City Council to order at 7:11 p.m.

PRAYER

Mr. Lyle Hasson came forward and led those present in prayer.

PLEDGE OF ALLEGIANCE

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

Mayor Ganim announced that there was a flyer about a Mental Health Awareness event scheduled for July 9th on their desks.

ROLL CALL

City Clerk Martinez called the roll.

130th District: Scott Burns, *Matthew McCarthy*
131st District: Jorge Cruz, Tyler Mack
132nd District: Marcus Brown, Rolanda Smith
133rd District: Aikeem Boyd, Jeanette Herron
134th District: *Michelle Lyons*, AmyMarie Vizzo-Paniccia
135th District: Mary McBride-Lee, Rosalina Roman-Christy
136th District: Frederick Hodges, *Alfredo Castillo*
137th District: Aidee Nieves, Maria Valle
138th District: Maria Pereira
139th District: Wanda Simmons, Ernest Newton

A quorum was present. The names in italics did not appear to respond during the roll call.

ITEMS REQUIRING ROLL CALL VOTE:

• **Filling of Vacant City Council Seat in the 138th District.**

Mayor Ganim said that he would be following the appropriate procedure and accepting nominations for the Council vacancy. Following the nomination, there should be a second and a vote. This will require 11 votes for a majority from the same political party of the former Council Member.

Mayor Ganim opened the floor for the vacant Council seat in the 138th District.

**** COUNCIL PRESIDENT NIEVES MOVED TO NOMINATE SAMI SULIMAN FOR THE VACANT COUNCIL SEAT IN THE 138TH DISTRICT BASED ON THE RECOMMENDATION OF THE DTC.**

Council President Nieves noted that Ms. Suliman had previously served on the Council.

**** COUNCIL MEMBER CRUZ SECONDED.**

Mayor Ganim asked if there were any additional nominations.

**** COUNCIL MEMBER PEREIRA NOMINATED ATTORNEY DORCIA CARRILLO FOR THE VACANT COUNCIL SEAT IN THE 138TH DISTRICT.**

Council Member Pereira said that nominations did not require a second. Atty. Anastasi agreed that the nomination did not need a second.

Council Member Pereira read the following statement:

We are required to take a roll call vote.

I will be placing Attorney Dorcia Carrillo into nomination.

First, let me start with the fallacy that the Democratic Town Committee has anything to do with filling any City Council vacancy. There is no such reference in the City Charter, nor can there be as the DTC is a partisan political organization.

Not a single democratic voter in the 138th district cast a ballot for the current members of the 138th district as they are in their seats by acclamation not by an election. The only elected official who directly represents the residents of the 138th district is me.

Michele Small and I were the only elected City Council candidates in 2021 that won solely based on the endorsement of our voters. We did not seek, nor did we want the endorsement of any political organization. There is no one else on this Council that can claim the same.

The voters of the 138th district have repeatedly, and overwhelmingly defeated DTC endorsed candidates.

- 1) 2013 - 138th DTC endorsed school board candidates were defeated by three petitioning school board candidates, Andre Baker, Dave Hennessey and Howard Gardner

- 2) 2015 - Anthony Paoletto and Nessah Smith were elected as petitioning City Council candidates defeating 138th DTC endorsed candidates Melanie Jackson & James Morton
- 3) 2015 – Mayor Finch was the DTC endorsed candidate with petitioning candidate Joe Ganim defeating him with Thomas Hooker School giving him the 3rd largest plurality in the city
- 4) 2016 – DTC Endorsed Dennis Bradley was defeated by Senator Ed Gomes with Thomas Hooker School giving Senator Gomes his largest plurality in the 23rd Senate District
- 5) 2016 – WFP Candidate Ed Gomes defeated DTC endorsed candidate Richard DeJesus in a 23rd Senate Special Election with massive pluralities in the 138th district
- 6) 2017 – Anthony Paoletto was the 138th district endorsed City Council candidate and was defeated by petitioning candidate Karen Jackson
- 7) 2018 – DTC Endorsed Dennis Bradley defeated Aaron Turner for the 23rd Senate seat, but Dennis Bradley lost the 138th district.
- 8) 2019 – Nessah Smith & Karen Jackson were the 138th district endorsed candidates and were defeated by petitioning candidates Samia Suliman & I with my receiving the most votes city wide of every primary council candidate
- 9) 2021 – Kevin Monks & Samia Suliman were the 138th district endorsed candidates and were soundly defeated by me and Michele Small as the petitioning candidates with myself receiving the most votes of every citywide primary council candidate yet again. How bad an incumbent must you be to receive only 37% of the vote with your running mate receiving even less at 36% of the vote? Samia Suliman was an incumbent thoroughly rejected and ousted by the voters of the 138th district in a landslide defeat just last year.
- 10) 2021 -Erika Castillo- a DTC endorsed BOE member who was not involved in a Primary but was soundly rejected by the voters of the 138th district in the General Election with all three WFP BOE candidates receiving more votes than her including Republican Joseph Sokolovic

The last time a 138th DTC endorsed City Council candidate won an election was in 2013. We have defeated every DTC endorsed candidate in 2015, 2017, 2019 & 2021.

Six of the Nine DTC members were rejected by 138th district voters to include Anthony Paoletto, Nessah Smith, Samia Suliman, Kevin Monks, Erika Castillo & Sarah Lewis who ran as a petitioning BOE candidate in 2017, and you think the voters of the 138th district would support their nominee, especially someone that was an incumbent ousted in the largest landslide defeat in my ten years residing in the 138th district. The voters have overwhelmingly rejected DTC endorsed candidates in my district and somehow you think the DTC should fill Michele's vacancy when she soundly defeated Samia Suliman & Kevin Monks just last year.

In fact, the last time a 138th DTC endorsed City Council candidate won an election was in 2013. We have defeated every DTC endorsed candidate in 2015, 2017, 2019 & 2021 and will do so again in 2023.

Attorney Dorcia Carrillo is an incredibly qualified and accomplished member of the 138th district who is a homeowner and new mother with her own law practice. She resides in the Thomas Hooker Precinct where Michele Small resides. The replacement should come from the Thomas Hooker Precinct as the residents residing there pay exorbitant taxes and deserve

representation from within their own neighborhood. As a bonus, Attorney Carrillo is a black woman who speaks fluent Spanish and can certainly connect with the significant influx of Bronx residents that have moved in to the 138th district as she was raised in the Bronx.

Her resume and biography are arguably the most impressive I have seen when compared to any existing member of the City Council, and her education & accomplishments far outweigh any member of the 138th DTC and /or any candidate they nominate.

Placing Samia Suliman back on the Council representing the 138th district would be an absolute slap in the face to my constituents who will simply oust her in 2023 especially because she will be on the same line as our current mayor.

However, should that occur, I will be going door-to-door with Attorney Carrillo's biography and resume showing my constituents that they could have had the best-of-the-best representing them and instead they were saddled with the worst-of-the-worst.

In closing, no matter what happens here tonight, Attorney Dorcia Carrillo will be elected to the City Council in 2023. And although I have made it absolutely clear that I have nothing but disdain for the DTC, I will be taking all 9 DTC seats in 2024 simply because I can.

Council Member Newton noted that Council Member Pereira had served on the DTC and stated that if someone had tried to do what she was attempting to do, she would be the first one to object. He added that the process of having the DTC recommend individuals for vacant Council seats had been the practice since he was first on the Council in 1981. The DTC are elected by the residents in the various Districts. He then apologized to Atty. Carillo because this has nothing to do her personally, but is all about the process. He said that Council Member Pereira can change the process when she wants to but objects when other Council Members do things outside the rules. You can't have it both ways.

Council Member Newton requested that the question be moved.

**** A ROLL CALL VOTE WAS TAKEN FOR THE VACANT SEAT IN THE 138TH DISTRICT AS FOLLOWS:**

130TH DISTRICT: SCOTT BURNS - SULIMAN
131ST DISTRICT: JORGE CRUZ - SULIMAN
131ST DISTRICT: TYLER MACK - SULIMAN
132ND DISTRICT: MARCUS BROWN - SULIMAN
132ND DISTRICT: ROLANDA SMITH - SULIMAN
133RD DISTRICT: AIKEEM BOYD - SULIMAN
133RD DISTRICT: JEANETTE HERRON- SULIMAN
134TH DISTRICT: AMYMARIE VIZZO-PANICCIA - SULIMAN
135TH DISTRICT: MARY MCBRIDE-LEE - SULIMAN
135TH DISTRICT: ROSALINA ROMAN-CHRISTY- SULIMAN
136TH DISTRICT: FREDERICK HODGES - SULIMAN
137TH DISTRICT: AIDEE NIEVES - SULIMAN
137TH DISTRICT: MARIA VALLE - SULIMAN
138TH DISTRICT: MARIA PEREIRA - CARRILLO
139TH DISTRICT: WANDA SIMMONS - SULIMAN
139TH DISTRICT: ERNEST NEWTON - SULIMAN

MS. SULIMAN WAS ELECTED TO FILL THE VACANT SEAT IN THE 138TH DISTRICT.

Mayor Ganim administered the Oath of Office to Council Member Suliman.

**CHANGES TO CITY COUNCIL COMMITTEES AND LIAISONS
TO VARIOUS BOARDS AND COMMISSIONS BY COUNCIL PRESIDENT**

Council President Nieves announced the following changes to the Council Boards and Committees:

Committee on Miscellaneous Matters:

Council Member Suliman to replace Council Member Simmons

Committee on Education and Social Services:

Council Member Suliman to fill vacancy

Council Member Castillo to replace Council Member Simmons

Special Committee on Community Development Block Grant (CDBG)

Council Member Suliman to fill vacancy

Library Board Liaison: please remove Council Member Simmons

Parks Commission Liaison: please add Council Member McCarthy

**** COUNCIL PRESIDENT NIEVES MOVED TO APPROVE THE CHANGES TO THE VARIOUS COUNCIL BOARDS AND COMMISSIONS AS PRESENTED.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, NIEVES, VALLE, SULIMAN, SIMMONS AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

MINUTES FOR APPROVAL:

• June 6, 2022

**** COUNCIL MEMBER NEWTON MOVED THE MINUTES OF THE JUNE 6, 2022 MEETING.**

**** COUNCIL MEMBER CRUZ SECONDED.**

The following correction was noted:

Page 12, under the motion to suspend the rules for the purpose of adding an item to the agenda for the purposes of scheduling a public hearing regarding the proposed amendments to the Municipal Code Of Ordinances, please change the following result of the vote from:

City of Bridgeport
City Council
Regular Meeting
July 5, 2022

**** THE MOTION FAILED TO PASS WITH SEVEN (7) IN FAVOR (BURNS, CRUZ, MACK, BROWN, BOYD, HODGES AND NEWTON) AND FIVE (5) AGAINST (MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, PEREIRA AND SMITH).**

TO:

**** THE MOTION FAILED TO PASS WITH SEVEN (7) IN FAVOR (BURNS, CRUZ, MACK, BROWN, BOYD, HODGES AND NEWTON) AND FIVE (5) AGAINST (MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, PEREIRA AND SMALL).**

**** THE MOTION TO APPROVE THE MINUTES OF THE JUNE 6, 2022 MEETING AS CORRECTED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

102-21 Communication from Public Facilities re: Proposed License Agreement with Creative Outdoor Advertising of America, Inc. for Trash Receptable Advertising and Maintenance Services, referred to Contracts Committee.

103-21 Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of LaJeune Pollard v. City of Bridgeport, et al – Docket No. FBT-CV-18-6071490-S, referred to Miscellaneous Matters Committee.

104-21 Communication from Central Grants re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) – Port Security Grant Program, referred to Public Safety and Transportation Committee.

105-21 Communication from Public Facilities re: Proposed Agreement with BusPatrol America, LLC regarding a School Bus Stop Arm Enforcement Program, referred to Joint Committee on Public Safety and Transportation and Contracts.

106-21 Communication from City Attorney re: Proposed State Lobbyist Services Agreement with the Reynolds Strategy Group, LLC, referred to Contracts Committee.

**** COUNCIL MEMBER NEWTON MOVED THE FOLLOWING ITEMS TO BE REFERRED TO COMMITTEES:**

102-21 COMMUNICATION FROM PUBLIC FACILITIES RE: PROPOSED LICENSE AGREEMENT WITH CREATIVE OUTDOOR ADVERTISING OF AMERICA, INC. FOR TRASH RECEPTABLE ADVERTISING AND MAINTENANCE SERVICES, REFERRED TO CONTRACTS COMMITTEE.

103-21 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF LAJEUNE

POLLARD V. CITY OF BRIDGEPORT, ET AL – DOCKET NO. FBT-CV-18-6071490-S, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

104-21 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) – PORT SECURITY GRANT PROGRAM, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

105-21 COMMUNICATION FROM PUBLIC FACILITIES RE: PROPOSED AGREEMENT WITH BUSPATROL AMERICA, LLC REGARDING A SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM, REFERRED TO JOINT COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION AND CONTRACTS.

106-21 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED STATE LOBBYIST SERVICES AGREEMENT WITH THE REYNOLDS STRATEGY GROUP, LLC, REFERRED TO CONTRACTS COMMITTEE.

**** COUNCIL MEMBER CRUZ SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***90-21 Ordinance Committee Report re: Proposed Amendment to the Municipal Code of Ordinances, Chapter 10.20 - Towing, amend Section 10.20.100 - Qualified Towers – Personnel.**

***69-21 Economic and Community Development and Environment Committee Report re: Grant Submission: Department of Homeland Security Federal Emergency Management Agency (FEMA) FY 2021 Hazard Mitigation Assistance Grants – Flood Mitigation Assistance (FMA) and Building Resilient Infrastructure and Communities (BRIC) (#22476).**

***81-21 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Establishment of the Upper East Side Neighborhood Revitalization Zone and its Boundaries.**

89-21 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Cristina Costa v. Jansy Rodriguez, et al – Docket No. FBT-CV-18-6077549-S.

101-21 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of John Gale v. City of Bridgeport.

Mayor Ganim asked if any member of the Council would like to remove an item from the Consent Calendar. Council President Nieves requested Agenda Item 81-21 be removed. Council Member Pereira requested that Agenda Item 90-21 be removed.

City Clerk Martinez read the remaining Consent Calendar items into the record.

**** COUNCIL MEMBER NEWTON MOVED THE FOLLOWING CONSENT CALENDAR ITEMS:**

69-21 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE:GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FY 2021 HAZARD MITIGATION ASSISTANCE GRANTS – FLOOD MITIGATION ASSISTANCE (FMA) AND BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) (#22476).

89-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF CRISTINA COSTA V. JANSY RODRIGUEZ, ET AL – DOCKET NO. FBT-CV-18-6077549-S.

101-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF JOHN GALE V. CITY OF BRIDGEPORT.

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, NIEVES, VALLE, SULIMAN, SIMMONS AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

90-21 Ordinance Committee Report re: Proposed Amendment to the Municipal Code of Ordinances, Chapter 10.20 - Towing, amend Section 10.20.100 - Qualified Towers – Personnel.

**** COUNCIL MEMBER BROWN MOVED THE ITEM.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira stated that she had requested a copy of the legal opinion which is mandated under the City Charter. She said that she had not received and was concerned that there might be a conflict with a State statute.

**** THE MOTION PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, NIEVES, VALLE, SULIMAN, SIMMONS AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

81-21 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Establishment of the Upper East Side Neighborhood Revitalization Zone and its Boundaries.

**** COUNCIL MEMBER BROWN MOVED THE ITEM.
** COUNCIL MEMBER HERRON SECONDED.**

Council President Nieves requested that this item be sent back to the Committee in order to clarify some of the details with the community.

**** COUNCIL PRESIDENT NIEVES MOVED TO REFER AGENDA ITEM 81-21 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE ESTABLISHMENT OF THE UPPER EAST SIDE NEIGHBORHOOD REVITALIZATION ZONE AND ITS BOUNDARIES.**

Council Member Newton said that he had co-sponsored the item and gave an overview of why this should be sent back to Committee.

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Pereira said that this was a joint NRZ which was a combination of the 136th District and the area served by the upper Main Street Corridor. There are many run-down buildings in the upper East Side. She said that the census data indicated the level of poverty and income. She said she was sure there was some machination going on that were political in origin that started in 2015. \$20,000 has already been invested in this revitalization.

A roll call vote was done.

**** THE MOTION PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, NIEVES, VALLE, SULIMAN, SIMMONS AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

MATTERS TO BE ACTED UPON:

79-21 Ordinance Committee Report re: (Ref. #36-21) Amendment to the Municipal Code of Ordinances, Chapter 12.16 – Street and Sidewalk Use Regulations, amend Section 12.16.245 – Permit to Use City Streets and Sidewalks for the Shared Mobility Program.

**** COUNCIL MEMBER BROWN MOVED TO TABLE AGENDA ITEM 79-21 ORDINANCE COMMITTEE REPORT RE: (REF. #36-21) AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 12.16 – STREET AND SIDEWALK USE REGULATIONS, AMEND SECTION 12.16.245 – PERMIT TO USE CITY STREETS AND SIDEWALKS FOR THE SHARED MOBILITY PROGRAM.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION TO TABLE PASSED UNANIMOUSLY.**

Council President Nieves then addressed the Council Members about the previous City Council Meeting and cited that City Council Rule XXVI, which states the following:

“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.”

Council President Nieves then requested that Council Member Pereira apologize to Council Member Newton for shouting out during the meeting that Council Member Newton was a felon.

Council Member Pereira stated that she would not apologize.

**** COUNCIL PRESIDENT NIEVES THEN MOVED THE CITY COUNCIL RULE XXVI, WHICH STATES THE FOLLOWING: “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.”**

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Newton said at the last meeting, Mr. Chris Taylor was speaking about 18 wheeler trucks. He explained that Council Member Pereira had called out that Mr. Taylor was an ex-felon on her right and Council Member Newton was seated on her left. He said that this has to stop. Council Member Pereira had quoted Rule XXVI earlier in the meeting regarding the 139th District. He asked why he had to listen to this and was sick and tired of all of it. He said he knew she would refuse to apologize. He said there were many ex-felons. He asked the vote to be taken by roll call and repeated it was time to stop the nonsense.

Council Member McBride-Lee asked for clarification on Rule XXVI, which the Mayor reviewed with her. Council Member McBride-Lee then apologized for a past offense.

Council Member Herron said that it was disgusting behavior and apologized to the community. Everyone makes mistakes. She was glad that this meeting was not being televised because it was

a disgrace. No one will want to run for City Council. She said to all those who had made mistakes that she was proud to have them in the Council. They are successful now.

Council Member Pereira asked about the section of the rule that required her to lose legislative power. She asked the Acting City Attorney if that was the intent and noted that she had received the most votes in her District. Council Member Pereira quoted the first line of Rule XXVI, "In speaking, City Council members shall refrain from mentioning any other member by name" and claimed that the other Council Members had repeatedly used her name during earlier in this meeting, yet nothing was done. She said she would see everyone in court.

Council Member Cruz thanked all the various Council Members and constituents that had spoken up in defense of the ex-felons. There were many who had made mistakes. He stated that he was an ex-con and had been imprisoned twice. Council Member Cruz then named a number of individuals who were ex-cons. He added that they had turned their lives around and he was proud. They should not be calling one another names. That does not make sense to him. He said he had a lot of respect for Council Member Newton.

Council Member Cruz said that the Supreme Court recently had taken away the rights of so many people in America. He said that it was time to stop this and deal with the responsibility to welcome back the returning residents.

Council Member Hodges said the City had a Mayor that believes in second chances and that there were people who felt that others deserved a second chance, too. The Council Members were elected by the people. The ex-felons are 70 million strong and will be holding people accountable for what is said about them. Ex-felons are people who pay taxes and can change the laws. Get ready to start listening to these returning individuals in Bridgeport and the country. There are 95% of the population know someone who has changed their lives.

Council President Nieves said for the record that when the Council Members are in the middle of a debate, Council Members should not be referring to others' characters. Those Council Members who address the Council during Public Speaking are doing so as residents. Once they are sitting behind the rail with the other Council Members, they are Council Members. Often Council Members will refer to others by name with no disrespect, but comments need to remain germane to the issue.

Council Member Pereira said that the rule states "In speaking, City Council members shall refrain from mentioning any other member by name" You can't do it in Hartford or Congress. Regardless of what Acting City Attorney Anastasi said, the rule says something different. This has been broken over and over and over again. It is disrespectful. Council Member Pereira said that she was the one who knows when she is being disrespected. It is a violation of the rules. Now they are censuring her about a problem they chose not to correct.

Mayor Ganim clarified that this was not about referring to Council Members by their name. This is about the language that is unbecoming or abusive. This is why this matter is moving forward.

**** THE MOTION PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, NIEVES, VALLE, SULIMAN, SIMMONS AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

ADJOURNMENT

**** COUNCIL MEMBER CRUZ MOVED TO ADJOURN**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:15 p.m.

Respectfully submitted

Telesco Secretarial Services



City of Bridgeport
DEPARTMENT OF PUBLIC FACILITIES

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604
TELEPHONE 203-576-7130

JOSEPH P. GANIM
Mayor

CRAIG NADRIZNY
Acting Director of Public Facilities

COMM. 102-21 Ref'd to Contracts Committee on 07/05/2022.

June 17, 2022

Office of the City Clerk
Attn: Francis Ortiz
45 Lyon Terrace
2nd Floor
Bridgeport, CT 06604

Dear Ms. Ortiz,

The City of Bridgeport has been under contract with Creative Outdoor Advertising (COA), who provides trash receptacle advertising and maintenance services, since 2008. The City entered into contract with COA under former Mayor Bill Finch for a 10-year period (the contract expired in 2018). COA has kept receptacle locations and services intact and Public Facilities now wishes to renew this contract for another 10-year term. Public Facilities has found the contract with COA very beneficial for the City because it provides a no-cost trash collection and receptacle maintenance program with the additional benefit of a percentage of advertising sales.

For the last several months, we have worked closely with City Attorney Ron Pacachia and COA to update the contract. The new contract will allow for an increased number of receptacles throughout the City which will support our continued efforts to address blight. At this time, Public Facilities requests City Council review the attached contract for approval and execution by Mayor Ganim during its upcoming July 5, 2022, meeting.

Thank you,

Craig Nadrizny

Attachment

22 JUN 21 AM 10:12
CRAIG NADRIZNY
ACTING DIRECTOR OF PUBLIC FACILITIES

THIS LICENSE AGREEMENT MADE THIS ____ DAY OF ____ IN THE YEAR 2022

BETWEEN:

THE CITY of BRIDGEPORT

(Hereinafter called the "CITY")

- And -

CREATIVE OUTDOOR ADVERTISING OF AMERICA INC.

(Hereinafter called "COA")

WHEREAS COA is engaged in providing Street Furniture transit Amenities and related appurtenances at COA's sole cost and expense and selling advertising space thereon for the purpose of advertising goods and services and sharing a portion of such revenues with the City; and

WHEREAS COA has asked The City of BRIDGEPORT for the privilege of placing such Amenities on untraveled portions of public highways at locations and within the jurisdiction of the City.

NOW THEREFORE IN CONSIDERATION OF the sum of \$10.00 (Ten Dollars), receipt of which is hereby acknowledged, and in consideration of the mutual covenants hereinafter contained, the parties do hereby agree as follows:

DEFINITIONS

1. For the purposes of this Agreement,

- 1.1. "**Street Furniture**" means the actual piece of functioning street furniture placed by COA within the City right of way such as the seating, recycling container, bus shelter, bike rack, trash can, or newspaper box organizer with integrated trash receptacles and/or recycling containers
- 1.2. "**Amenities**" means Street Furniture installed by COA, with or without advertising faces, that are modular or individual, that incorporate, or are seating units, recycling units, bus shelters, bike racks, trash cans, newspaper box organizers with integrated trash receptacles, recycling containers (where agreed upon), advertising faces, a mounting pad for each Amenity, and, for maintenance purposes, a buffer area of three (3) feet surrounding all visible vertical sides of each piece of Street Furniture, except where the 3-

foot buffer encroaches upon a mounting pad or piece of street furniture provided or installed by a 3rd party. The parties agree that the style and design of the Amenities provided are to be approved by the Director of Public Facilities on behalf of the City (the "City Representative").

TERM

- 1.3. The term of this Agreement shall be TEN (10) years commencing on a date set forth in a notice to proceed ("Notice to Proceed") issued by the City (the "Start Date") and ending ten (10) years thereafter, unless earlier terminated as provided herein (the "Term").
- 1.4. The Term shall commence on the date set forth in the Notice to Proceed, which the City shall issue upon the COA's receipt of the municipal authorizations required to install the Amenities pursuant to this Agreement.
- 1.5. Upon expiration of the Term, unless such termination is a result of COA's default, the parties may mutually agree to renew this Agreement for a renewal term of FIVE (5) years (the "Renewal Term") unless either party gives written notice to the other at least ninety (90) days prior to the expiration of the Term of its intent not to renew this Agreement.
- 1.6. In the absence of the City sending a notice of its intention not to renew the Term, COA's services shall extend on the same terms and conditions for an additional twelve (12) months, until such time as this Agreement is terminated or renewed in writing.

INSTALLATIONS & MAINTENANCE

2. COA agrees during the construction or installation of the Amenities to keep each location in a clean and orderly condition and remove all waste and unusable material from each location upon completion of the construction or installation of each Amenity or as required by the City Representative.
3. COA shall be solely responsible for obtaining all authorizations and permits before any Amenity is installed and for any other work undertaken by COA pursuant to this Agreement.
4. THE City agrees to consider COA's proposed installation of Amenities on untraveled portions of public highways within the City's jurisdiction:
 - 4.1. COA agrees to install Amenities at locations that are agreed upon by COA and approved by the City Representative.
 - 4.2. Both the City Representative and COA may request sites anywhere in the City, but final approval of all sites rests with the City Representative.
 - 4.3. Amenities cannot be placed within the traffic sight triangle or in other areas where prohibited by State statute, City ordinances or other regulations.
5. Amenities must not interfere with the pedestrian right-of-way.

6. COA shall maintain all Amenities in good repair at its sole cost and expense and is solely responsible for ensuring the provision of normal maintenance to those Amenities as follows:

6.1. to keep the grass trimmed,

6.2. to keep the area free of debris,

6.3. to keep the Amenities clean and free of graffiti, and

6.4. to inspect Amenities for damage during regular maintenance and make arrangements for timely repair.

COA shall provide normal maintenance to the Amenities once a month or as often as reasonably required, limited to a maximum of one (1) visit per week. If an Amenity requires more than 2 visits per week, COA may request to remove the Amenity or the City Representative and COA may reach a mutually agreeable alternative solution.

7. COA agrees to continuously maintain all Amenities and keep them free from damage and to protect the City property from injury or loss.

8. During its regular removal of snow the City shall use reasonable efforts to avoid depositing snow on or between the Amenity and the travelled portion of a street or on the side where approaching vehicles would view the advertising on the Amenity. COA is NOT responsible for the removal of snow placed on or around the Amenity by THE CITY and/or private plows employed by the City. In addition the City agrees that it is responsible for the sanding and salting of the sidewalks and the area around the Amenities including the pad in accordance with City ordinances and regulations.

9. The City agrees to use reasonable efforts to enforce applicable ordinances with regards to private plows pushing snow onto the Amenity or with regards to the placement of larger volumes of trash or household trash bags on or at the Amenities.

10. COA shall promptly empty, remove and dispose of waste and recyclable material from the Amenities that are waste receptacles.

10.1. The City shall use reasonable efforts to approve and provide at no cost, the necessary licenses or permits for COA to collect waste and recyclable material from the Amenities and to dispose of them as an agent of the City.

10.2. The City shall identify a suitable facility for trash and recycling disposal.

10.3. The City shall be responsible for the tipping fees at the disposal site(s), which shall be documented to the City and which shall be deducted from any monies owed to the City under this Agreement.

11. The parties acknowledge that, in the selection of each location, consideration will be given to the convenience, health and safety of the public. The placement of the Amenities shall be made in such a manner

so as not to obscure signs, transit stops or interfere with the visibility or effectiveness of advertising on transit shelters. THE CITY will permit 90 degree installations provided space allows and the placement does not impede sidewalk traffic or otherwise create a danger to citizens.

12. COA shall comply with all requirements of the City with respect to parking and street occupancy, alternate side parking during snow emergencies and other ordinances and regulations during all installation and maintenance of the Amenities.
13. COA will not service the Amenities during special events due to road closures and other unforeseeable reasons and the City shall supplement trash and recycling collection resulting from such special events.
14. Maintenance information going back as far as twelve (12) months from the current date will be available to the City via COA's municipal website portal. COA will provide the City with login credentials to the municipal portal website.

EMERGENCY REPAIR - MAINTENANCE

15. The City may provide written notice to COA when any Amenity requires regular maintenance or repair and COA, as soon as is reasonably possible, and not later than forty-eight (48) hours after the giving of such notice, shall undertake the maintenance or repair required at COA's sole expense.
16. The City may provide written notice to COA when any Amenity requires emergency maintenance or repair if its condition is such that, in the City Representative's sole opinion, the condition renders a serious danger to the public. In such an event, COA as soon as possible and not later than twenty-four (24) hours after the giving of such notice, repair and make safe the Amenity at COA's sole expense and to the satisfaction of the City Representative.

REMOVAL AND RELOCATION

17. COA acknowledges and agrees that the City shall have the right to order the removal or relocation of any Amenity installed that presents a risk to health, safety or the environment . COA agrees to remove or relocate any such Amenity within forty-eight (48) hours of THE CITY giving notice to COA. COA shall restore the site from which the Amenity was removed to the condition the site was in immediately prior to the installation of the Amenity and to the satisfaction of the City Representative. Such removal, relocation and restoration shall be at no expense to the City and all such costs associated therewith shall be borne and paid by COA. Where COA fails to remove or relocate such Amenity within such 48-hour period or where COA fails to restore the site as required, the City may arrange for such removal, relocation and restoration and COA shall be solely responsible for paying the City all costs incurred if performed by a third party or the value of City personnel and equipment used for such removal, relocation or restoration within ten (10) days of written demand. This paragraph shall survive termination.
18. COA shall have the ability to move and relocate the Amenity and relocate it to a location mutually agreed upon by both parties, if the Amenity is subjected to vandalism or otherwise incurs excessive damage. If either

the City or COA determine that any location presents a safety, health or environmental hazard, the parties shall promptly agree upon a new location for that Amenity and COA shall relocate the Amenity within two (2) business days.

18.1. If COA determines that the original location lacks sufficient advertising revenue, COA reserves the right to remove the Amenity and provide reasonable justification to the City for doing so. The City has the option to purchase the Amenity from COA at its then-current physical value without regard to the revenue it generates to keep the existing Amenity in place. Should the Amenity be sponsored at a later date, COA and the City will share an annual revenue payment with the City by mutual agreement.

TRANSIT SHELTER PROXIMITY

19. COA may provide Amenities at sites where advertising transit shelters exist and as to which the City has not previously granted advertising rights on the same terms as for other Amenities and that the City Representative has approved such sites under the same approval criteria as all other sites.

19.1. The City Representative will approve/decline any site requested by COA within thirty (30) days of receiving such request.

OTHER ADVERTISING PRODUCTS

20. The City Representative shall use reasonable efforts to avoid allowing the placement of any other advertising products of third parties within the jurisdiction of the City generally understood to be a transit stop, which interferes with the visibility or effectiveness of an Amenity.

REVENUE, ACCOUNTING & AUDIT

21. COA shall pay to the City for the Term of this Agreement, eight (8.0) % of net advertising revenues ("Advertising Revenues") for each Amenity that displays advertising ("Advertising Amenity") ("City Payment"). "Net Advertising Revenues" shall mean total revenue by COA on account of any media placed or displayed on an Advertising Amenity during the Term less:

- Posting Fees - \$180/year
- Design Fees - \$180/year
- Printing Fees - \$240/year
- Sales/Agency Commissions at 15%

22. COA shall make City Payments for each Advertising commencing in the month immediately following the month in which a Notice to Proceed is given and such City Payments shall be made every ninety (90) days for the revenues accumulated prior to such payment, including payments for partial months at the beginning and end of the Term.

23. By April 30 of each year during the Term, COA shall provide the City with financial statements satisfactory to the City Representative showing the revenues received or receivable for all Advertising Amenities for the

previous calendar year.

24. The City's Finance Director shall have the right at all reasonable times to audit and inspect accounts, records, receipts, vouchers and other documents relating to COA's activities including the Advertising Revenues associated with Advertising Amenities and shall have the right to make copies thereof and take extracts therefrom. COA shall make available all facilities reasonably necessary for such audits or inspections. All associated audit costs shall be borne by the City except if the City finds a variance of five (5.0%) percent or more in the Advertising Revenues due to the City or other costs that COA has billed to the City or deducted from City Payments. This paragraph shall survive termination.

EXCLUSIVITY

25. COA shall have the exclusive right to supply advertising on the Advertising Amenities described under this Agreement during the Term.

REGULATION OF ADVERTISING COPY/STANDARDS

26. COA covenants and agrees that all sponsorship panels must be aesthetically pleasing and are appropriate for the environments in which they are placed. Sponsorship panel copy and design must not contain any material, language, representation or image which discriminates on any prohibited grounds of discrimination as set out in the United States Constitution, the State of Connecticut Constitution, the Charter or Ordinances of the City of Bridgeport, or under applicable federal or state law, and all advertising copy and design must comply with Advertising Standards Codes and Guidelines **[identify the publisher, date of publication, etc.]** including but not limited to the American Code of Advertising Standards **[identify the publisher, date of publication, etc.]**. Advertisements shall not convey the following in the City's exercise of its commercial business judgment, reasonably exercised:

- 26.1. contain inaccurate or deceptive claims or statements;
- 26.2. present products prohibited from sale to minors in such a way as to appeal particularly to persons under legal age;
- 26.3. present demeaning or derogatory portrayals of individuals or groups;
- 26.4. take a stand on controversial societal issues;
- 26.5. exploit violence or sexuality;
- 26.6. promote tobacco or tobacco-related products;
- 26.7. interfere with the operation of equipment of the provision of programs and services;
- 26.8. present political statements or statements generally ascribed to or promoted by a particular political party or political interest group; and
- 26.9. violate or conflict with any existing City policies or any new policies which may be adopted.

27. COA shall remove any advertising that is deemed by the City Representative in his or her sole discretion not to comply with the provisions herein or is otherwise objectionable within twenty-four (24) hours after the City gives notice to COA, failing which the City may remove or block out such a panel at the sole expense of COA without fault.

PROVISION OF PROMOTION AMENITIES & TERMS

28. COA agrees to make accessible to the City (upon thirty (30) days' prior written notice), ten (10.0%) percent of the unsold, available advertising space on Advertising Amenities under this Agreement during any month for the City's use (or their agencies) free of charge for public service messages, destination advertising and for other municipal purposes ("City Advertising"). The City will be responsible for the cost of designing, producing and supplying such City Advertising. COA will be responsible for installation and removal of the advertising at COA's sole expense. COA will install City Advertising on the fifteenth (15th) day of the month following the date of receipt of a final copy of the City Advertising. COA will install all CITY promotional messaging as a part of its regular posting procedures. Signs will be installed and removed ONLY on the 15th of each month.

OWNERSHIP

29. COA shall provide Amenities (where space requirements permit), and retain the full ownership thereof. COA shall be solely responsible for the maintenance and repair of the Amenities.
30. The Amenities provided under this Agreement will remain the property of COA and on the termination of this Agreement shall be removed by COA or otherwise disposed of, unless otherwise agreed to by the parties in writing, and COA shall restore the sites to the condition they were in immediately prior to the installation of the Amenities, all at COA's sole expense as required by this Agreement.

TERMINATION FOR JUST-CAUSE/REMEDY

31. If COA neglects or fails to carry out or to comply with any of the terms, covenants, undertakings or conditions of this Agreement, the City Representative may, after having given written notice to COA of such default and which default was not corrected to the satisfaction of the City Representative within thirty (30) days of the notice being given, terminate this Agreement by giving 90-days' written notice to COA and, thereupon, this Agreement shall be deemed to be terminated on the day specified in the notice and thereafter the parties shall have no further obligations to one another except for those provisions of this Agreement that are specifically stated to survive termination. Upon such notice having been given, COA shall forthwith at COA's entire expense remove all Amenities.
32. Where COA fails to remove any Amenity or to restore any site as required by this Agreement at the termination of this Agreement or as otherwise required under this Agreement, the City may arrange for the removal of all or any of the Amenities and the related site restoration and COA shall be solely responsible for paying to the City all reasonable costs incurred by the City for such removal and restoration using third parties or the value of City employees and equipment used, which amount shall be due within ten (10) days of written

demand. This paragraph shall survive termination.

33. COA may terminate this Agreement for convenience at any time and for any reason or no reason. COA shall give the City a minimum sixty (60) days' prior written notice in advance of the date of termination for convenience. The Agreement shall terminate and the parties shall have no further liability to each other except for obligations outstanding at the time of the effective date of the termination of this Agreement except for those paragraphs that survive termination.

NOTICE

34. The parties hereto further agree that all notices, demands and requests in writing may be sent by certified or registered mail or by overnight delivery service to:

To: CITY of BRIDGEPORT
Name / Title: Director, Department of Public Facilities
Address: City of Bridgeport
999 Broad Street
Bridgeport, Connecticut 06604
With a copy to:
City Attorney at the above address

COA: Creative Outdoor Advertising
Municipal Relations
8875 Hidden River Parkway, Suite 300
Tampa, FL 33637
Email: Municipal@CreativeOutdoor.com

35. Service by mail shall be deemed effective the 3rd day after mailing and service by overnight delivery shall be deemed upon receipt. Each party shall ensure that the other party is notified in writing immediately of any changes in the address for notice information above.

ACTS OF GOD

36. Any delays in or failures of performance by a party under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to: acts of god, epidemics, changes in regulations or laws by any government, strikes or other concerted acts of workers, fires, floods, war, civil commotion, shortages of labor, materials or equipment; and any time for performance hereunder shall be extended by the actual time of delay caused by such occurrence. The party claiming delay shall give written notice to the other party stating the reasons for delay and documents supporting such request and the parties shall mutually agree to the need for any changes to this Agreement, including any extension of the Term or any renewal term.

INSOLVENCY

37. It is further agreed that should COA become insolvent, bankrupt, unable to pay its debts, make an authorized assignment, or compromise to their creditors and be unable to perform their duties under this Agreement, the City without prejudice to its other lawful rights and remedies may forthwith terminate this Agreement by written notice and the time limit set forth in this Agreement shall be waived.

ASSIGNMENT

38. COA may not assign their rights or obligations under this Agreement, or portions thereof without the written approval of the City which not be unreasonably withheld in the exercise of its commercial business judgment.

INDEMNITY

39. Notwithstanding anything else contained in this agreement and except as provided expressly below in this paragraph, COA will not be liable or obligated to the City for any indirect, incidental, special or consequential damages. This paragraph shall survive termination.
40. COA shall be responsible for any and all damages, or claims for damages for injuries or accidents done or caused by it or its employees or contractors, or resulting from the prosecution of the work, or any of its operations, or caused by reason of the existence or location or condition of the work, or of any materials, paint or machinery used hereon or herein or which may happen by reason hereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees or contractors, to do or perform any or all of the several acts or things required to be done by it or them under and by this Agreement. COA covenants and agrees to hold harmless, indemnify and defend the City from and against all such damages and claims for damage; and in case COA's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of this Agreement, the City may, thirty (30) days after having given notice in writing of such failure, neglect or omission, take such steps, procure such material, items, trucks and workers and so such work or things as they may deem advisable toward carrying out and enforcing the same and may, to the extent of the costs thereof, charge these costs paid to third parties or the value of City employees and equipment used to accomplish the same, which charges shall be paid by COA within ten (10) days of written demand and may recover such costs in any court of competent jurisdiction as a debt due and owing by COA to the City. This paragraph shall survive termination.
41. In addition to and without limiting any of the other indemnification obligations of COA pursuant to this Agreement, COA covenants to indemnify and save harmless the City from and against any and all claims, liabilities, damages, costs, expenses, suits or actions, or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner resulting from any claim relating to the placement or removal of advertisement(s) on any Amenities and to violations of proprietary rights, including inventions, copyrights, trademarks, patents, industrial designs and rights thereto used in the work done or in the advertising placed on the Amenities, provided that COA shall have no obligation of indemnity hereunder with respect to any

advertisement supplied to COA by the City. This paragraph shall survive termination.

INSURANCE

42. COA agrees to procure and maintain for the Term of this Agreement, liability insurance relative to each Amenity installed in which the City shall be named as an additional insured party by POLICY ENDORSEMENT and COA further agrees to file with the City a copy of the Certificate of Insurance and policy endorsements evidencing such requirements. The insurance requirements shall include:

42.1. A limit of liability for Commercial General Liability coverage of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for any one occurrence and the amount of such liability insurance shall be increased at the request of the City based on reasonable grounds acceptable to COA;

42.2. Be comprehensive liability Insurance covering all operations and liability assumed under this Agreement;

42.3. Not contain any exclusions or limitations in respect of shoring, underpinning, razing or demolition of any building or structure, collapse of any structure or subsidence of any property, structure or land from any cause;

42.4. Contain a cross-liability clause;

42.5. COA shall be responsible for deductible amounts (which amounts shall be mutually satisfactory to COA and the City) under the policies;

42.6. An automobile liability insurance policy with a \$2,000,000 limit for any one occurrence;

42.7. Workers Compensation coverage in the minimum amount of \$500,000

42.8. All such policies shall be issued by companies having a rating agreed to by the City.

MISCELLANEOUS

43. No amendment of this Agreement shall be deemed valid unless contained in a written amendment signed by both parties and no waiver of rights of any kind under this Agreement shall be effective unless in writing by the party for whom they are a benefit.

44. This Agreement shall be subject to, and interpreted in accordance with the laws of the State of Connecticut.

45. All paragraphs specifically stated to survive shall survive termination or expiration of this Agreement, and shall continue in full force and effect subsequent to and notwithstanding such termination or expiration until or unless they are satisfied, by their very nature expire, or they are waived in writing by the party for whom they are a benefit.

46. If any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, then the remaining provisions of this Agreement will remain in full force and effect.

47. This Agreement constitutes the entire Agreement between the parties to this Agreement and supersedes any

prior agreements and understandings, oral or written.

48. The parties agree and expressly confirm that the City has conferred upon COA certain exclusive rights to use municipal lands in connection, and solely in accordance, with the terms of this Agreement and COA has no leasehold and/or tenancy and/or other interests or rights of any nature or kind whatsoever in any real property of the City in connection with the execution, delivery and/or performance of this Agreement by the parties. Further, should the City or any agency of the City levy any form of occupancy or property tax of any kind on or associated with the Amenities supplied under this Agreement, COA shall be responsible for such taxes.
49. COA shall be solely responsible for all property taxes levied in association with any private premises occupied by COA that are not located on City property.
50. Use of the word "will" or "shall" in this Agreement creates a mandatory obligation.
51. The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.
52. All contracts, whether of employment or otherwise, entered into by COA with respect to this Agreement, including without limiting the generality of the foregoing, agreements with a third party, shall be made by COA as principal and not as agent of the City and the City shall have no liability thereon.
53. All disputes under this Agreement if they cannot be resolved by mutual agreement of the parties, shall be resolved by a court of competent jurisdiction located in Fairfield County, CT.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

Dated at _____ this _____ day of _____, _____

THE CITY of BRIDGEPORT

Dated at _____ this _____ day of _____, _____

CREATIVE OUTDOOR ADVERTISING

Name: _____

Title: _____

I have the authority to bind the corporation

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, CT 06604-4328

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

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Deborah M. Garskof
Michael C. Jankovsky
Richard G. Kascah, Jr.
Bruce L. Levin
James T. Maye
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalò
Eroll V. Skyers



June 27, 2022

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

22 JUN 27 PM 3:00
CITY OF BRIDGEPORT
CLERK

Re: **REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE:**
Proposed Settlement of Pending Litigation in the Matter of LaJeune Pollard v. City of Bridgeport, et al, Docket No. FBT-CV-18-6071490-S

Dear Councilpersons:

Kindly place this matter on the agenda for the next City Council meeting for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

EXECUTIVE SUMMARY

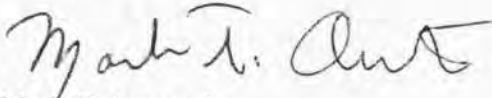
- a. **Submission Title:** Request for Litigation Settlement Approval.
- b. **Submitting Entity:** Office of the City Attorney.
- c. **Contact Person:** Associate City Attorney Bruce L. Levin – contact info above.
- d. **Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. **Case Summary:** On September 29, 2017, the plaintiff, LaJeune Pollard, was walking on a sidewalk in front of 82 Cole Street in Bridgeport when she was injured as a result of an upraised sidewalk panel. Plaintiff's total medical specials \$40,714.56.
- f. **Council Action Requested:** Approval of request for settlement.

g. Financial Impact Analysis: Total cost to the City will be \$27,000.00, to be paid to Daly, Weihing & Bochanis, LLC, Trustee.

h. Funding Budget-Line: The settlement payment will be made from the City Attorney Office Operating Budget Line-Item "*Personal Property Claims Atty. #01-01-006-060-000-53010*".

i. Proposed Motion: Motion to authorize and approve payment of \$27,000.00 in full and final settlement of *LaJeune Pollard v. City of Bridgeport, et al, Docket No. FBT-CV-18-6071490-S*.

Very truly yours,



Mark T. Anastasi
City Attorney

cc: Lydia Martinez, City Clerk
Bruce L. Levin, Associate City Attorney
Amanda L. Keppler, Paralegal



City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM
Mayor

Comm. #104-21 Ref'd to Public Safety & Transportation Committee
on 7/5/2022

June 21, 2022

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

RE: Resolution – Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program

Dear Ms. Martinez,

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

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

Thank you,

Melissa Oliveira
Central Grants Office

22 JUN 29 AM 11:28
OFFICE OF THE CITY CLERK
CITY OF BRIDGEPORT, CT



GRANT SUMMARY

PROJECT TITLE: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Melissa Oliveira

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport **Office of Emergency Management and Homeland Security (OEMHS), Bridgeport Fire Department (BFD) and Bridgeport Police Department (BPD)** seek funding to build and sustain core capabilities across prevention, protection, mitigation, response, and recovery mission areas, with specific focus on addressing the security needs of the Port of Bridgeport. Funds will be used to undertake five projects:

1. **Virtual Shield Protect our Port Camera Deployment (#23390)**: Funding will be used to enhance the City's Bridgeport Virtual Shield-Protect our Port Strategy by placing surveillance cameras along the waterfront areas of the back entrance/exit of Ferry Terminal, train station, Steel Point, I-95 Stratford/Connecticut Ave Ramp area, street areas around the exterior of Boatworks, future PJ/BPT Ferry Site, Harborview Terminals and Seaview Ave Boat Ramp. Grant funds of \$246,604 will cover the cost of equipment and management and administration. A match of \$82,201 (25% of total project cost) will be provided through ITS, Police Department, and EOC general fund for computer software and equipment. The total project cost is \$328,805.
2. **Virtual Shield Protect Our Port CIKR Laser Imagery Modeling (#23393)**: Project will allow for the purchase of two (2) Laser Imagery Modeling Scanner to conduct enhanced threat and risk assessments at all Bridgeport Harbor Critical Infrastructure and Key Resource site locations. Grant funds of \$129,404 will cover the cost of equipment and management and administration. A match of \$43,401 (25% of total project cost) will be provided through Police Department general fund for equipment. The total project cost is \$172,805.
3. **BPD ShotSpotter Technology (#23812)** Funding requested will be utilized to expand the range of ShotSpotter technology within the City. This technology provides gunshot detection, location, and forensic analysis. ShotSpotter technology will be placed in 0.1 square mile in the south end of the city near the port and 0.9 square mile in the east end neighborhood surrounding the port. Grant funds of \$160,354 will cover the cost of equipment and management and administration. A match of \$53,451 (25% of total project cost) will be provided through the BPD general fund for equipment. The total project cost is \$213,805.
4. **BFD Boat Crew Member Certification Training (#23389)**: Funding requested will be used to train 20 response personnel in NASBLA Boat Crew Member Certification. Grant funds of \$76,759 will cover the cost of back fill for 20 officers over the 5-day course and management and

administration. A cash match of \$25,586 (25% of total project cost) will be provided through BFD general fund for overtime. The total project cost is \$102,345.

Photos of equipment to be purchased are included in this package.

CONTRACT PERIOD: September 1, 2022 – August 31, 2025

FUNDING SOURCES (include matching funds):	
Federal:	\$ 631,121
State:	\$ 0
City:	\$ 204,639
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 49,905.00 (Backfill for 20 Firefighters)
Equipment:	\$ 370,300 (Cameras, Laser Imagery Scanner)
Contractual	\$ 181,500 (FD Training, ShotSpotter)
Other:	\$ 11,416 (Management and Administration)

MATCH REQUIRED-		
	CASH	IN-KIND
Source: EOC, PD & FD General fund		
Salaries/Benefits:	\$ 16,635 (FD Training)	\$ 0
Equipment:	\$ 123,700(Cameras, Laser Imagery Scanner)	\$ 0
Contractual:	\$ 181,500 (FD Training, ShotSpotter)	\$ 0
Other:	\$ 3,804 (Management and Administration)	\$ 0

A Resolution by the Bridgeport City Council

Regarding the

**Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA)
Port Security Grant Program**

WHEREAS, the **Department of Homeland Security Federal Emergency Management Agency** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Department of Homeland Security Federal Emergency Management Agency Port Security Grant Program**; and

WHEREAS, funds under this grant will be used to support the support the security of the Port of Bridgeport; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to **FEMA** to build and sustain core capabilities across prevention, protection, mitigation, response, and recovery mission areas, with specific focus on addressing the security needs of the Port of Bridgeport; and

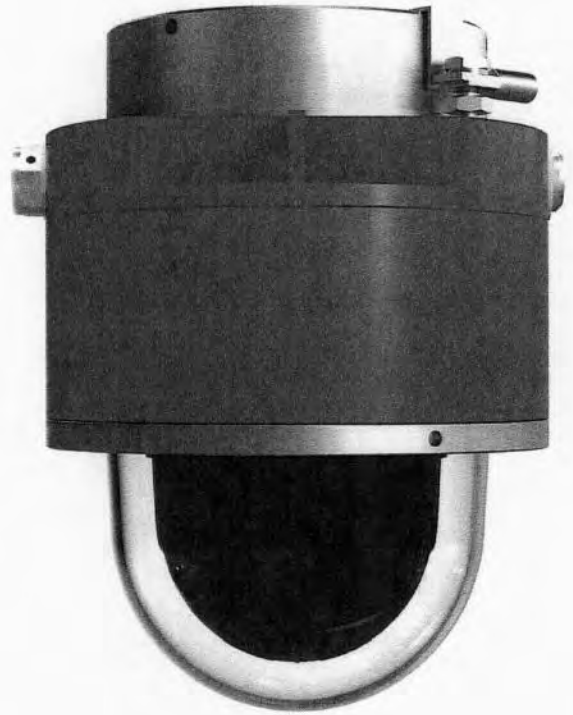
WHEREAS, funding from the **Department of Homeland Security Federal Emergency Management Agency Port Security Grant Program** will be used to fund the following projects

- Virtual Shield Protect our Port Camera Deployment
- Virtual Shield Protect Our Port CIKR Laser Imagery Modeling
 - BPD ShotSpotter Technology
- BFD Boat Crew Member Certification Training

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 **Department of Homeland Security Federal Emergency Management Agency** for the purpose of its **Port Security Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Central Grants Director**, to execute and file such application with **Department of Homeland Security Federal Emergency Management Agency** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

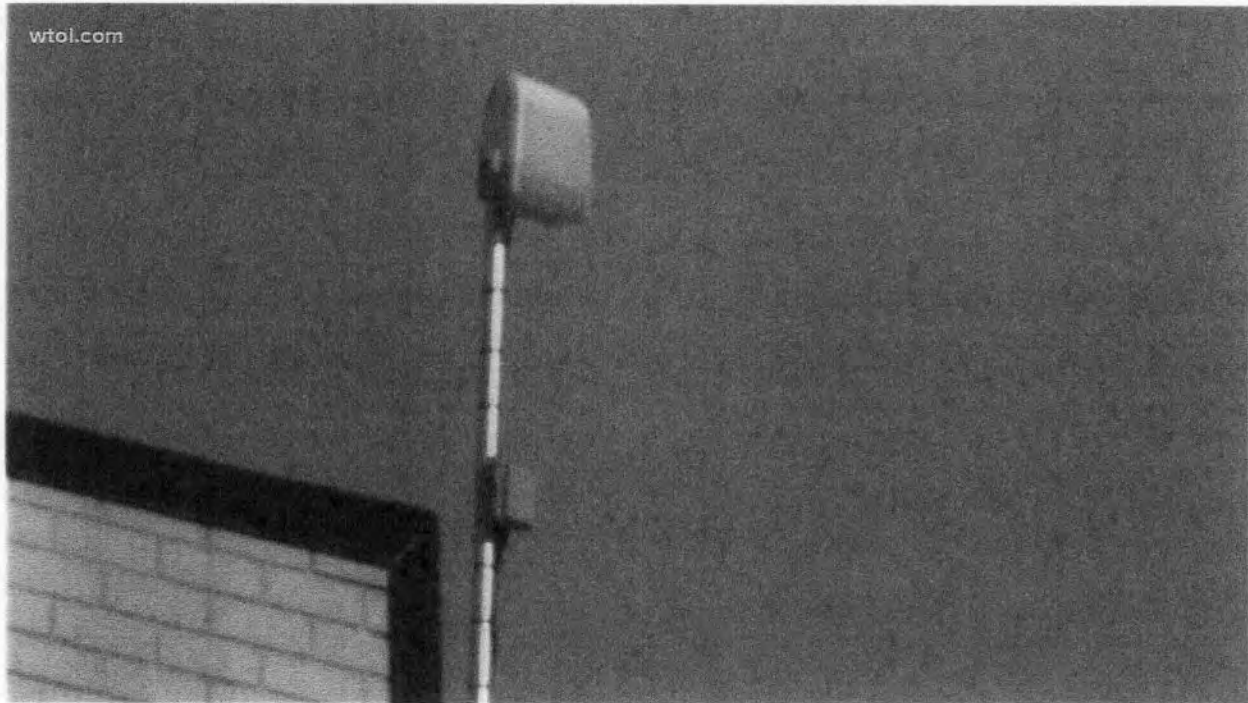
Virtual Shield Protect our Port Camera Deployment



Laser Imagery Modeling Scanner



BPD ShotSpotter Technology





Comm. #105-21 Ref'd to Joint Committee on Public Safety & Transportation and Contracts
On 07/05/2022
OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

JOSEPH P. GANIM
Mayor

June 29, 2022

Frances Ortiz
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Re: SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

Dear Frances:

Enclosed please find:

1. Original resolution and FOURTEEN (14) copies regarding the above captioned matter; and
2. Executive Summary

Please place this matter on the July 5, 2022 City Council agenda for referral to Public Safety and Contracts Committees. An electronic copy of the proposed resolution will be emailed to you and Lonnette Pettway.

Sincerely,

/S/Daniel Roach

Daniel Roach

cc. Associate City Attorney Michael C. Jankovsky

22 JUN 29 PM 4: 09
OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

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

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

999 Broad Street
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



Michael C. Jankovsky (x1154)
Michael.Jankovsky@BridgeportCT.gov

COMM. #105-21 Ref't to Joint Committee on Contracts and
Public Safety & Transportation on 07/05/2022

Executive Summary

Re: SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

To: Honorable City Council
Fr: Michael Jankovsky, Esq.

Dated: June 29, 2022

22 JUN 29 PM 4:30
MAYOR'S OFFICE

BELOW is the submission data required pursuant to City Council Rule XIII, Section 15:

a. Submission Title

SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

b. Submitting Entity

Daniel Roach, Office of the Mayor

c. Contact Person

Daniel Roach: (203) 576-7160; Daniel.Roach@BridgeportCT.gov

Michael Jankovsky, esq.: cell phone (203) 260-0904; Michael.Jankovsky@BridgeportCT.gov

d. Deadline for Approval & Basis for Same

Before school starts

e. Matter Summary

Unfortunately, many drivers in Bridgeport fail to respond to stop signs on school buses that are picking up or dropping off children. Most of these violators are never identified, because police aren't on every corner and the bus drivers' attention is devoted to children getting on and off the bus. Connecticut General Statutes §14-279a allows for cameras to be installed on school buses that will document violations and allow police to issue summons. These cameras are installed

and operated by third parties. Buspatrol America, LLC proposes to install these cameras and provide police with evidence of violations. There will be no up-front cost to the City. When penalties are collected by the State, the City and Buspatrol will equally share the net proceeds.

f. **City Council Action Requested**

At the July 5, 2022 Meeting – Referral of matter to Public Safety and Contracts Committees.

After referral, approval of the contract with Buspatrol America, LLC.

g. **Financial Impact Analysis**

This will greatly increase the number of tickets issued for failing to stop for a school bus. Pursuant to General Statutes §14-279, a first offense fine is \$450. The State takes 20% (\$90), which leaves \$360 to be divided between the City and Buspatrol America, LLC.

While the Program will greatly increase revenue, there will also be somewhat greater demand on the Police Department. An officer will be required to view the photographs taken and issue summons for each violation. If the violation is contested, the officer may eventually have to appear in court and testify.

h. **Funding Budget-Line**

There is no issue regarding funding. Buspatrol America, LLC will be paid a percentage of fines actually collected.

i. **Proposed Motion**

NOW, THEREFORE, be it hereby Resolved by the City Council, that the Mayor, his designee, or the Purchasing Agent, may execute the attached Agreement, or one of substantially similar form, regarding the School Bus Stop Arm Enforcement Program and may execute such other documents which may be deemed appropriate or necessary in furtherance of the Program with the review and approval of the Office of the City Attorney.

RESOLUTION

(SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM)

WHEREAS, Connecticut General Statutes §14-279 prohibits a vehicle from overtaking or passing a stopped school bus that is displaying its flashing red signal lights and subjects violators to a \$450 civil fine for the first offense and, for each subsequent offense, not less than \$500 dollars nor more than one \$1000 or imprisonment not more than thirty (30) days or both;

WHEREAS, Connecticut General Statutes §14-279a allows for the installation and operation by third parties of live digital video school bus violation detection monitoring systems;

WHEREAS, such monitoring systems produce both a live and recorded visual image of the violating vehicle's license plate, with the date, time and location;

WHEREAS, after a violation is detected and recorded, it must then be reviewed by a city police officer before a summons is issued;

WHEREAS, all fines are collected by the State of Connecticut, and General Statutes §51-56a(e) provides that twelve percent (12%) of such fine amounts shall be remitted to the Special Transportation Fund and eight percent (8%) to the General Fund, with the Net Fine amount (80%) remitted to the municipality where the violation occurred;

WHEREAS, bus stop violations are rampant in Bridgeport and an overwhelming majority of perpetrators are not identified;

WHEREAS, the City desires to contract with a third party to install, operate and maintain live digital video school bus violation detection monitoring systems;

WHEREAS, said systems will identify violators so that Police can issue summons for violations of §14-279;

WHEREAS, the identification and ticketing of violators will deter future malfeasance, make the streets safer for school children, and generate revenue for the City;

WHEREAS, the City posted a Request for Proposals (RFP MNX059224) and received a proposal from Buspatrol America, LLC, which proposal was accepted by the selection panel on May 5, 2022 and approved by the Board of Public Purchases on May 11, 2022;

WHEREAS, Buspatrol America, LLC proposes to install, operate and maintain monitoring systems on all school buses, at no direct cost to the City;

WHEREAS, with regard to the 80% Net Fine amount remitted to the City for each fine collected by the State, Buspatrol America, LLC will receive 50% and the City will retain 50%;

WHEREAS, Buspatrol America, LLC will use its best efforts to relocate its headquarters to Bridgeport, and it is anticipated that the office will employ 30 to 50 individuals;

NOW, THEREFORE, be it hereby Resolved by the City Council, that the Mayor, his designee, or the Purchasing Agent, may execute the attached Agreement, or one of substantially similar form, regarding the School Bus Stop Arm Enforcement Program and may execute such other documents which may be deemed appropriate or necessary in furtherance of the Program with the review and approval of the Office of the City Attorney.

AGREEMENT
between
BUSPATROL AMERICA, LLC
and
CITY OF BRIDGEPORT
for a
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

This Master Services Agreement (the "Agreement") is hereby made and entered into by and between BusPatrol America, LLC ("BusPatrol") with its principal place of business at 8540 Cinder Bed Road, Suite 400, Lorton, VA 22079, and City of Bridgeport Department of Public Purchases, with its principal offices located at Margaret Morton Government Center, 2nd Floor, 999 Broad Street, Bridgeport, CT 06604 (the "City").

RECITALS

WHEREAS Connecticut law prohibits a vehicle from overtaking or passing a stopped school bus that is displaying its flashing red signal lights and subjects violators to a \$450 civil fine for the first offense and for each subsequent offense, not less than \$500 dollars nor more than one \$1000 or imprisoned not more than thirty (30) days or both (CT Gen. Stat. Ann. § 14-279) with twelve percent (12%) of such fine amounts being remitted to the Special Transportation Fund and eight percent (8%) to the General Fund, with the Net Fine amount remitted to the municipality where the violation occurred (CT Gen. Stat. Ann. § 51-56a);

WHEREAS Connecticut law authorizes a Connecticut municipality or board of education to install, operate, and maintain a live digital school bus violation detection monitoring system and to enter into an agreement with a private vendor for the installation, operation, and maintenance for such monitoring system (CT Gen. Stat. Ann. § 14-279a);

WHEREAS the City is collaborating with the Bridgeport Public Schools and Bridgeport Police Department to implement a school bus safety program for the use of school bus monitoring cameras to improve student safety and enforce school bus traffic violations;

WHEREAS, the City desires to engage the services of BusPatrol to install, operate, and maintain certain equipment, processes, and back-office services to enforce school bus traffic violations in accordance with State law;

WHEREAS the City represents that it has the authority to enter into this contract, and does hereby award to BusPatrol America LLC;

NOW THEREFORE, in consideration of the foregoing recitals, which are expressly incorporated herein, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **City** and **BusPatrol** agree as follows:

The foregoing recitals are true, correct and form an integral part of this Contract.

AGREEMENT

1.0 DEFINITIONS. In this Agreement, the words and phrases below shall have the following meanings:

1.1 **"BusPatrol System"** means, collectively, all of the BusPatrol Equipment, BusPatrol Software, BusPatrol Intellectual Property and other tangible and intangible property relating thereto owned by BusPatrol that is installed, operated, and maintained by BusPatrol to operate the School Bus Stop Arm Program within the City. The BusPatrol System will include all equipment and services necessary to deliver the solution described in Attachment A.

1.2 **"BusPatrol Equipment"** includes any and all cameras, sensors, equipment, components, products, and other tangible property that comprise the BusPatrol System, including but not limited to the following:

1.2.1 **"Enforcement Cameras"** means the outward-facing cameras and other related equipment installed by BusPatrol on the exterior of a school bus to identify Violations of the Stop Arm Law.

1.2.2 **"Non-Enforcement Cameras"** means the cameras and other related equipment installed by BusPatrol on the school bus, if ordered by the City, to allow authorized personnel within the City to monitor student safety on board the bus.

1.3 **"BusPatrol Software"** means all computer software programs installed, operated, and maintained by BusPatrol to operate the School Bus Stop Arm Program within City, including but not limited to the BusPatrol OS, AlertBus application, Console application, as well as software documentation, and firmware embedded on BusPatrol Equipment. BusPatrol Software also includes third party applications used by BusPatrol to deliver the services, including but not limited to optional third-party software applications ordered by City.

1.4 **"Intellectual Property"** means, with respect to any person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world including, but not limited to, copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs,

algorithms and other intellectual property rights, (e) all other intellectual and industrial property rights of every kind and nature throughout the universe and however designated, whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing) of such person.

- 1.5 **"Law Enforcement Agency(ies)"** is defined in the Stop Arm Law as the department of state police, county sheriff's office, police department of local unit of government, or any other governmental law enforcement agency in Connecticut, which is authorized to review evidence of potential Violations in accordance with the Stop Arm Law, here the Bridgeport Police Department;
- 1.6 **"Notice of Violation"** means a written summons for School Bus Stop-Arm Violation, authorized by the Law Enforcement Agency officer, which is mailed or otherwise delivered by BusPatrol or its designated agent to the owner of a vehicle operated in violation of the Stop Arm Law. Each Notice of Violation will be issued in accordance with applicable State law, and will include the photographic evidence collected by the BusPatrol System showing:
- (i) A copy of two or more recorded images showing the vehicle;
 - (ii) The registration number on the rear of the vehicle; and
 - (iii) The date, time, and location of the alleged violation.
- 1.7 **"Potential Violation"** means a potential School Bus Stop-Arm Violation, which is documented in Violation Data that is collected by the BusPatrol System and provided to the Law Enforcement Agency for final review and determination of a Violation, in accordance with the Stop Arm Law.
- 1.8 **"School Bus Stop Arm Program"** means the administration, processes, and procedures by which Violations of the Stop Arm Law are recorded, monitored, identified, processed, approved, distributed, enforced, collected, reported, adjudicated, appealed, and otherwise managed by BusPatrol and City.
- 1.9 **"Stop Arm Violation"** (also sometimes **"Violation"**) means a violation of the Stop Arm Law, based on a determination by the Law Enforcement Agency, after reviewing images, video and other data captured by the BusPatrol System, that a vehicle has been operated in violation of the Stop Arm Law.
- 1.10 **"Stop Arm Law"** means CT Gen. Stat. Ann. § 14-279a.



- 1.11 **"Violation Data"** means all electronic data collected by the Enforcement Cameras that contains information, including but is not limited to, pictures, video, GPS location, date, and time of Potential Violations, which is subject to review by an authorized law enforcement agency for final determination of a Violation, in accordance with the Stop Arm Law.

2.0 TERM

This Agreement shall commence on the Effective Date and shall continue for a five (5) year period from the date the first Notice of Violation is issued through the BusPatrol System (the **"Initial Term"**). Upon expiration of the Initial Term, this Agreement shall be extended for an additional five (5) year term (**"Extended Term"**) unless either party shall notify the other in writing, within ninety (90) days prior to the expiration of the Initial Term, of its desire not to renew.

3.0 RELATIONSHIP OF THE PARTIES

- 3.1 Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).
- 3.2 Each party is acting independently of the other, and neither is an agent, servant, employee, or joint venture partner of the other. The parties represent and warrant that they have, or will secure at their own expense, all personnel and consultants required to provide the services under this Agreement and have contracted, or will contract, with any necessary third-party vendors to provide the services in accordance with this Agreement. No officer or member of the governing body of the City or BusPatrol shall participate in any decision relating to this Agreement that affects his or her personal interest, nor shall any such officer or member of the City or BusPatrol have any pecuniary interest in this Agreement or any part thereof.

4.0 SCOPE OF SERVICES/RESPONSIBILITIES OF THE PARTIES

City hereby authorizes BusPatrol to act as the exclusive operator of the School Bus Stop Arm Program within the City, for the purpose of enforcing the Stop Arm Law, for the duration of this Agreement and any extension or renewal thereof. In order to carry out the Program, each Party agrees to undertake the following responsibilities:

- 4.1 **Responsibilities of BusPatrol.** BusPatrol agrees to provide the following services, as further described in Attachment A:

- 4.1.1 Install, operate and maintain the BusPatrol Equipment on all school buses operated by the City and/or their bus contractors;
- 4.1.2 Exercise commercially reasonable efforts to equip City's entire fleet of school buses with the BusPatrol System within ninety (90) days of the Effective Date, to the extent City has fulfilled its obligations under this Agreement and to the extent commercially viable and mutually agreed by BusPatrol and the City. The order of such installation of the BusPatrol Systems, if any, on City school buses will be determined by BusPatrol, in its reasonable discretion, which determination will be documented in a detailed Implementation Plan to be developed by BusPatrol based on various methods of research or survey data used by BusPatrol to determine the priority of City school bus routes that have a need for the installation of the BusPatrol Systems;
- 4.1.3 Train appropriate City personnel on the proper use of the BusPatrol Equipment;
- 4.1.4 Provide the designated Law Enforcement Agency with access to recorded images of Potential Violations from the BusPatrol System to identify and issue Notices of Violations for School Bus Stop-Arm Violations in accordance with applicable provisions of the Stop Arm Law;
- 4.1.5 Prepare Notices of Violations for School Bus Stop- Arm Violations, when reviewed and approved by a designated Law Enforcement Agency in accordance with applicable provisions of the Stop Arm Law;
- 4.1.6 Mail Notices of Violations to owners of vehicles that have been operated in violation of the applicable provisions of the Stop Arm Law;
- 4.1.7 Assist the City and State with the collection of any civil fines, penalties, and costs assessed for Violations of the Stop Arm Law;
- 4.1.8 Provide annual reports to the City that at a minimum detail the number of Notices of Violations issued, the number and monetary amount of fines and penalties collected, the number of school buses installed with the BusPatrol System, as well as any additional reports that are agreed to by the parties or required by the Stop Arm Law;
- 4.1.9 Install Non-Enforcement Cameras, if ordered by City, at the same time that Enforcement Cameras are installed; and.

4.1.10 Remove BusPatrol Equipment from school buses that are retired from service and re-install such Equipment on replacement buses. At BusPatrol's option, interior wiring harnesses may be abandoned in place. BusPatrol will be responsible for repairing any cosmetic damage to the school bus caused during the installation or removal of BusPatrol equipment.

4.2 **Responsibilities of the City.** The City agrees to:

4.2.1 Provide BusPatrol with access to school buses, along with other reasonable assistance necessary for BusPatrol to install, operate and maintain the BusPatrol System. In the event City does not own school buses, City shall secure the right for BusPatrol to install, operate and maintain the BusPatrol system on such third-party school buses, at no cost to BusPatrol;

4.2.2 Provide BusPatrol with electronic copies of school bus routing information, in Excel or CSV format, if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule, but in no event shall BusPatrol have any responsibility or authority over school bus routing decisions;

4.2.3 Allow installed BusPatrol Equipment to be used for the purpose of the operation of the Stop Arm Camera Program pursuant to the Stop Arm Law and this Agreement;

4.2.4 Ensure that school buses are properly stored, secured, maintained, and repaired when not in use to reasonably safeguard the BusPatrol System;

4.2.5 Designate in writing a program manager (the "District Program Manager") that BusPatrol may contact for day-to-day operational concerns, issues, and problems. The District Program Manager shall also be responsible for the review of any and all BusPatrol deliverables, including reports. BusPatrol may rely upon the apparent authority of the District Program Manager;

4.2.6 Designate a technology representative (the "District Technology Representative") to assist BusPatrol Program Manager with resolving technical issues, including providing access to the BusPatrol System if blocked by firewall, or other City security protocols;

4.2.7 Review and approve BusPatrol Revenue Reconciliation Reports to authorize disbursement of funds in accordance with Article 5.0;



- 4.2.8 Assist BusPatrol in arranging for appropriate court personnel to administer hearings and adjudicate contested tickets, and to assess liability for failure to pay fines or contest liability, as required by the Stop Arm Law;
- 4.2.9 Coordinate with designated Law Enforcement Agency(ies) through intergovernmental agreements to ensure that qualified personnel are assigned to review each Potential Violation that is generated by BusPatrol, and either approve the issuance of a Notice of Violation or reject the Potential Violation and input the appropriate rejection code in the BusPatrol System. ALL DECISIONS TO ISSUE A NOTICE OF VIOLATION MUST BE MADE BY AUTHORIZED PERSONNEL FROM A DESIGNATED LAW ENFORCEMENT AGENCY;
- 4.2.10 Coordinate with other governmental entities as needed to carry out this Agreement, including the execution of all necessary intergovernmental agreements; and
- 4.2.11 Use best effort carry out the obligations under this Agreement, and help resolve any issues, problems or concerns related to compliance with the installation, maintenance and operation of the Equipment within the City.

5.0 PAYMENT

5.1 Collection and Disbursement of Fines.

- 5.1.1 All fines and penalties from Notices of Violation issued through the BusPatrol System shall be collected by the Centralized Infractions Bureau in accordance with CT Gen. Stat. Ann. § 51-164n.
- 5.1.2 In accordance with CT Gen. Stat. Ann. § 51-56a, the State shall remit to the City 80% of all fines and penalties collected from Violations which occurred within the City, after crediting 12% of such fine amounts to the Special Transportation Fund established under Section 13b-68 and crediting 8% of such fine amounts to the General Fund. All amounts to be paid to BusPatrol for the performance of the services called for in this Agreement will be paid from the City's 80% share of fines received from the State ("Net Fines").

5.2 Payment Amount.

- 5.2.1 To compensate BusPatrol for the expense of the monitoring services and equipment, as well as installing, operating, and maintaining the monitoring system, the City shall disburse Net Fines as follows:

5.2.1.1 50% of the Net Fines will be disbursed to the City ("City's Revenue Share"); and

5.2.1.2 50% of the Net Fines will be disbursed to BusPatrol ("BusPatrol Revenue Share").

5.3 Invoicing and Payment.

5.3.1 Within ten (10) days following the end of each month, the City shall provide BusPatrol with a report showing the amount of Net Fines received from the State during the previous month.

5.3.2 Within five (5) days following City's report of Net Fines, BusPatrol shall invoice City for payment of BusPatrol's 50% Revenue Share.

5.3.3 Within five (5) days following City's receipt of BusPatrol's invoice, the City shall pay BusPatrol its 50% Revenue Share payment.

6.0 **LICENSE AND RESERVATION OF RIGHTS.**

6.1 **License Grant.** BusPatrol grants to the City a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment, BusPatrol Software and BusPatrol Intellectual Property, solely for purposes of carrying out this Agreement. This license shall continue for the duration of this Agreement remains in effect and shall expire immediately upon termination or expiration of this Agreement. City shall immediately cease any and all use of the BusPatrol Equipment, BusPatrol Software or other BusPatrol Intellectual Property upon termination or expiration of this Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

6.2 **Reservation of Rights.** City and BusPatrol hereby acknowledge and agree to the following:

6.2.1 BusPatrol is the sole and exclusive owner of the BusPatrol System, BusPatrol Equipment, BusPatrol Software, BusPatrol Intellectual Property, including any documentation, updates, modifications, or enhancements thereto, arising from or relating to the BusPatrol System, and any and all related Equipment;

6.2.2 City neither has nor makes any claim to any right, title, or interest in any of the foregoing, except as specifically granted or authorized under this Agreement; and

6.2.3 By reason of the exercise of any such rights or interests of City pursuant to this Agreement, City shall not gain any additional right, title, or interest therein.

6.3 **Restricted Use.** City hereby covenants and agrees that it shall not:

- 6.3.1 Use the BusPatrol System, BusPatrol Equipment, BusPatrol Software or BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the School Bus Stop Arm Program;
- 6.3.2 Disclose or provide the BusPatrol System, BusPatrol Equipment, BusPatrol Software or BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol;
- 6.3.3 Make any modifications to the BusPatrol System including, but not limited to, any BusPatrol Equipment or BusPatrol Software;
- 6.3.4 Alter, remove or tamper with any BusPatrol marks;
- 6.3.5 Use any of the BusPatrol trademarks or other marks in any way which might prejudice their distinctiveness, validity, or the goodwill of BusPatrol therein;
- 6.3.6 Use any trademarks or other marks other than those BusPatrol marks approved by BusPatrol in connection with the City's use of the BusPatrol System pursuant to the terms of this Agreement without first obtaining the prior consent of BusPatrol and BusPatrol; or
- 6.3.7 Disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System including, but not limited to, any BusPatrol Equipment, BusPatrol Software or BusPatrol Intellectual Property, or cause any other person to do any of the foregoing.

6.4 **Protection of Rights.** BusPatrol shall have the right to take whatever action it deems necessary or desirable to protect its intellectual property rights, remedy or prevent the infringement of any Intellectual Property of BusPatrol including, without limitation, the filing of applications to register as trademarks in any jurisdiction any of the BusPatrol marks, the filing of patent applications for any of the Intellectual Property of BusPatrol, and making any other applications or filings with appropriate Governmental Authorities. City shall not take any action to remedy or prevent such infringing activities and shall not in its own name make any registrations or filings with respect to any BusPatrol Intellectual Property without the prior written consent of BusPatrol.

6.5 **Infringement.** The City shall use its reasonable best efforts to give BusPatrol prompt notice of any activities or threatened activities of any person of which it becomes aware that infringes or violates or may infringe or violate BusPatrol's Intellectual Property or that constitute a misappropriation of trade secrets or acts of unfair competition that might dilute, damage, or destroy any of BusPatrol's Intellectual Property.



BusPatrol shall have the exclusive right, but not the obligation, to act to enforce such rights and to make settlements with respect thereto. In the event that BusPatrol commences any enforcement action under this Article 6.5, then the City shall render to BusPatrol such reasonable cooperation and assistance as is reasonably requested by BusPatrol from time to time, provided that BusPatrol shall reimburse the City for any reasonable costs incurred or paid to third parties.

- 6.6 **Infringing Use.** The City shall give BusPatrol prompt written notice of any action or claim, whether threatened or pending, against the City alleging that the BusPatrol Intellectual Property infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other person, and the City shall render to BusPatrol such reasonable cooperation and assistance as is reasonably requested by BusPatrol in the defense thereof, provided that BusPatrol shall reimburse the City for any reasonable costs incurred in providing such cooperation and assistance incurred or paid to third parties. If such a claim is made and BusPatrol determines, in the exercise of its sole discretion, that an infringement may exist, BusPatrol shall have the right, but not the obligation, to procure for the City the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement, or replace them with non-infringing items.

7.0 TERMINATION, EXPIRATION

7.1 **Termination of Agreement for Cause.**

7.1.1 Either the City or BusPatrol shall have the right to terminate this Agreement by written notice to the other if:

7.1.1.1 The Stop Arm Law or other applicable state or local statutes or regulations are materially amended as to prohibit or negatively affect the operation of the School Bus Stop Arm Program, including but not limited to any change in any laws that would substantially reduce or eliminate fines or charges for Violations of the Stop Arm Law, or that would otherwise eliminate the source of funding for the School Bus Stop Arm Program;

7.1.1.2 A final decision (subsequent to any appeals that may be filed) by a court of competent jurisdiction declares that the results from the BusPatrol System are inadmissible in evidence; or

7.1.1.3 The other party commits any material breach of any of the provisions of this Agreement, which breach is not cured



within a reasonable time following written notice of the alleged material breach.

7.1.2 In the event this Agreement is terminated, City shall immediately cease use of the BusPatrol System, and allow BusPatrol reasonable access to buses owned or operated by the City or any third-party owner or operator of school buses to allow for the removal of the BusPatrol System, including all BusPatrol Equipment and Software.

7.2 **Wind-Down Provisions.** The Parties agree to work together in good faith to effect an orderly wind down of the School Bus Stop Arm Program in the event of termination or expiration, which at a minimum shall be carried out in accordance with the following guidelines:

7.2.1 In the event of termination or expiration of this Agreement, BusPatrol shall be relieved of any further obligations related to the installation, operation, and maintenance of the BusPatrol System within the City.

7.2.2 The City and BusPatrol shall agree upon a methodical and efficient schedule for BusPatrol to remove all BusPatrol Equipment from the School Buses, at no cost to City. Unless agreed-upon otherwise, BusPatrol shall have a minimum of 180 calendar days following the date of termination or expiration to complete the removal of all BusPatrol Equipment.

7.2.3 Notwithstanding any other provision of this Agreement to the contrary, the City and BusPatrol agree that any Notice of Violation issued prior to the effective date of termination or expiration shall continue to be processed and administered by BusPatrol according to the provisions of this Agreement, including the Technology Fees/Revenue Sharing provisions in Article 5.0.

7.2.4 BusPatrol shall, within a reasonable amount of time, deliver to the City a final report regarding the issuance of Notices of Violation and collection of fines under this Agreement.

7.2.5 Unless the City and BusPatrol have agreed to enter into a new agreement relating to the BusPatrol System or have agreed to extend the Term of this Agreement, the City shall immediately cease using the BusPatrol System upon termination or expiration of this Agreement and shall allow BusPatrol to remove any and all BusPatrol Equipment installed in connection with BusPatrol's performance of this Agreement. At BusPatrol's option, interior wiring harnesses may be abandoned in place.

7.2.6 BusPatrol shall repair all cosmetic damage to the City's buses caused when BusPatrol removes BusPatrol Equipment or other items installed by BusPatrol in the City's buses.

8.0 DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BUSPATROL SYSTEM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND BUSPATROL AND ITS LICENSORS (COLLECTIVELY REFERRED TO AS "BUSPATROL") HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE BUSPATROL SYSTEM AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

9.0 LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL BUSPATROL, ITS AFFILIATES, AGENTS OR PRINCIPALS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE BUSPATROL SYSTEM OR SERVICES OR ANY THIRD PARTY SOFTWARE, APPLICATIONS OR SERVICES IN CONJUNCTION WITH THE BUSPATROL SYSTEM OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF BUSPATROL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall BusPatrol's total liability under this Agreement (other than as may be required by applicable law in cases involving personal injury) exceed the amount paid to BusPatrol under this Agreement. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

10.0 FORCE MAJEURE

10.1 Neither BusPatrol nor the City shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and

unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission by BusPatrol. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

- 10.2 Neither BusPatrol nor the City shall be deemed to be in violation of this Agreement if either party is prevented from performing any of its obligations hereunder by any of the aforementioned causes or any other cause reasonably beyond the nonperforming party's control and that is not attributable to such nonperforming party's dereliction of duty or negligence hereunder.
- 10.3 In the event of any such occurrence, (a) the time for performance of the nonperforming party's obligations or duties shall be suspended until such time as the nonperforming party's inability to perform, provided that the nonperforming party is not responsible for such inability to perform, is removed; and (b) the period of performance of this Agreement shall be extended for an additional period of time equal to the period of suspension of performance. The party claiming the suspension of performance shall give notice of such impediment or delay in performance to the other party within ten (10) days of its knowledge of the occurrence of the event or events causing such nonperformance. The nonperforming party shall make all reasonable efforts to mitigate the effects of any suspension of its performance.

11.0 GOVERNING LAW

- 11.1 This Agreement and all matters arising out of or related to this Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to any choice or conflict of law provision.
- 11.2 Any controversy or claim arising out of or relating to this Agreement, or a breach hereof, shall be adjudicated in Connecticut Superior Court.

12.0 ASSIGNMENT/SUBCONTRACTING

- 12.1 Neither party shall assign this Agreement without the written approval of the other party, which approval shall not be unreasonably withheld.
- 12.2 The Parties agree that BusPatrol may delegate the performance of its duties hereunder (including but not limited to installation and maintenance services, violation processing and mailing, or properly storing, securing, maintaining, and repairing the school buses) by contracting with third-party entities in accordance with applicable procurement and other laws, provided

that BusPatrol shall remain responsible for the performance of this Agreement and for managing any such third-party entities that it engages to perform any of the duties in this Agreement.

13.0 CONFIDENTIALITY

- 13.1 For purposes of this provision, "Confidential Information" means any information disclosed pursuant to this Agreement, whether in written, oral or visual form, which is confidential, proprietary or a trade secret of the Party disclosing it (such disclosing Party, the "Disclosing Party") or for which the Disclosing Party is bound by a confidentiality obligation, and which the Disclosing Party desires to protect from unrestricted disclosure by the Party receiving it (such receiving Party, the "Receiving Party"). Confidential Information shall include, but is not limited to, information about business activities and operations; pricing, sales or marketing of products or services; research and development; contractual arrangements, financial statements, and financial data; computer software specifications, system diagrams, concept drafts and other technical data or information and lists of customers, employees, vendors, and other agents.
- 13.2 In order to be protected hereunder, at the time of disclosure Confidential Information must have been identified as such by the Disclosing Party or due to its character and nature, or the circumstances of its disclosure, a reasonable person would recognize it as being Confidential Information. Confidential Information shall include any information developed, generated or in any other way derived by the Receiving Party using any of the Confidential Information of the Disclosing Party
- 13.3 Confidential Information will not include information that: (a) was generally available to the public or otherwise part of the public domain at the time of its disclosure; (b) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement; (c) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto; (d) is required by a court of competent jurisdiction to be disclosed, provided that BusPatrol is provided with prior written notice and an opportunity to seek a protective order or otherwise object to the disclosure; or (e) is required by the Connecticut Freedom of Information Act or other applicable state law to be disclosed, provided that BusPatrol shall be provided with prior written notice and an opportunity to object in the event that any potential disclosure involves any of BusPatrol's Confidential Information.
- 13.4 The Parties agree that Confidential Information exchanged in connection with the performance of this Agreement shall be used solely for the

performance of this Agreement. Each Party shall take reasonable steps to safeguard Confidential Information received from the other Party, and shall not disclose any Confidential Information received from the other Party without the Disclosing Party's prior written consent, except (a) to its employees who are reasonably required to have the Confidential Information for purposes of performing this Agreement, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information for purposes of performing this Agreement, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records, provided that BusPatrol is provided with prior notice and an opportunity to object to any disclosure in accordance with applicable law.

- 13.5 Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party.

14.0 SECURITY

- 14.1 Each party shall adhere to all applicable federal, state, and local laws, rules, and regulations regarding the privacy and security of all information generated or gathered in connection with the performance of this Agreement, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") as applicable.
- 14.2 Video, images, and other data generated by the External Enforcement Cameras will be provided only to the Law Enforcement Agency responsible for reviewing evidence of Potential Violations and other personnel who are specifically authorized to review such evidence for purposes of enforcing the Stop Arm Law. City shall not access any video, images or other data generated by the External Enforcement Cameras.
- 14.3 Video, images, and other data generated by the Non-Enforcement Cameras will be provided only to authorized personnel within the City and shall not be made available to any third party except as explicitly authorized by the City. City shall ensure that any video, images, or other data provided to City from the Non-Enforcement Cameras are properly safeguarded and protected against unauthorized or unlawful use or disclosure.
- 14.4 To the extent permitted by law, BusPatrol may utilize captured imaging and other data for educational and marketing purposes provided that the identity of the City is not revealed and the identities of the City's school children are protected as required by law.

15.0 MISCELLANEOUS

- 15.1 **Entire Agreement.** This Agreement, including Attachments A and B, represents the entire agreement between BusPatrol and the City with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, whether written or oral, with respect to such subject matter.
- 15.2 **Binding Effect.** This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
- 15.3 **Amendments.** This Agreement may not be amended, modified, or supplemented unless such amendment, supplement, or modification is agreed to in writing and signed by each of BusPatrol and the City.
- 15.4 **Severability.** In the event that any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegal or unenforceable portion shall be deemed modified to the extent necessary to make it enforceable under applicable law, and the remainder of the provisions in the Agreement shall remain in full force and effect in accordance with their respective terms.
- 15.5 **Default/Cumulative Rights/Mitigation.** It shall not be deemed a waiver or default under this Agreement if the non-defaulting party fails to immediately declare a default, or either party delays in asserting any right hereunder. The rights and remedies provided under this Agreement are cumulative and in addition to the rights and remedies either party may have pursuant to law, statute, law, or otherwise, and either party's use of any right or remedy provided for hereunder will not preclude or be deemed to waive such party's right to use any other remedy, whether hereunder or at law or equity. Both parties hereto have a duty to mitigate damages incurred pursuant to this Agreement and performance hereunder.
- 15.6 **Survival.** Each of the following Sections shall survive the termination of this Agreement:
- Section 1.0, Definitions;
 - Section 6.2, Reservation of Rights;
 - Section 6.3, Restricted Use;
 - Section 6.4, Protection of Rights;
 - Section 9.0, Notice;

- Section 10, Limitation of Liability;
- Section 11, Governing Law and Arbitration;
- Section 16, Default/Cumulative Rights/Mitigation;
- Section 17, Assignment/Subcontracting;
- Section 19, Disclaimer of Warranties;
- Section 20, Confidentiality and Records; and

Any other provision, and the rights and obligations therein, set forth in this Agreement which either by their terms state or evidence the intent of the parties that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.

- 15.7 **Counterparts, Number, Gender and Headings.** This Agreement may be executed in multiple counterparts, including without limitation facsimile and e-mail counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender, and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings used herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 15.8 **Notice.** Any notice, demand or request required or permitted to be given under this Agreement shall be deemed given if reduced to writing and delivered in person, shipped by electronic mail, overnight delivery by a recognized carrier such as UPS or FedEx, or deposited with the United States Post Office in the form of certified mail, postage pre-paid return receipt requested, to the party who is to receive any such notice, demand or request, at the respective address set forth below. Such notice, demand, or request shall be deemed to have been given upon actual receipt.

15.8.1 If to BusPatrol, to:

Jean F. Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

16.7.2 If to the City, to:

[_____
_____]

(Name)

(Title)

- 15.9 **Signatory Authority.** The persons signing and executing this Agreement on behalf of BusPatrol and the City have been duly authorized to execute this Agreement on behalf of BusPatrol or City, as the case may be, and to validly and legally bind BusPatrol and the City to all terms, conditions, performances, and provisions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for a School Bus Safety Camera Program between BusPatrol and City, effective as of the last date of signature below (the "Effective Date").

BUSPATROL:

BusPatrol America, LLC

By: _____

Name: Jean F. Souliere

Title: CEO, BusPatrol America LLC

Date:

City:

City of Bridgeport, CT

By: _____

Name, Title

Attest:

By: _____

Name, Title

List of Attachments:

Attachment A: BusPatrol's RFP MNX059224 Response

ATTACHMENT A

BusPatrol's RFP MNX059224 Response, dated April 21, 2022, is incorporated as Attachment A to this Master Services Agreement.

DRAFT

DRAFT



BUSPATROL

April 21, 2022

RESPONSE: REQUEST FOR PROPOSALS MX059224

PUBLIC SCHOOL BUS STOP ARM CAMERA ENFORCEMENT EQUIPMENT & SERVICES

for Bridgeport, Connecticut



BusPatrol America, LLC.

8540 Cinder Bed Road Suite 400, Lorton, VA 22079

(718) 980-8423

www.buspatrol.com

BusPatrol America, LLC. asserts that this proposal contains certain proprietary information. This proposal includes data that shall not be disclosed outside the government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal without the prior written consent of BusPatrol America, LLC. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract.



REQUEST FOR PROPOSAL:

Public School Bus Stop Arm Camera Enforcement Equipment and Services

RFP MNX059224

Response

Submitted to:

City of Bridgeport

ATTN: Lisa Farlow
Department of Public Purchases
Margaret Morton Government Center
2nd floor, 999 Broad Street
Bridgeport, CT 06604

Submitted by:

BusPatrol America LLC

Jean Souliere
8540 Cinder Bed Road
Suite 400
Lorton, VA 22079
(718) 980-8423

www.buspatrol.com



BusPatrol America LLC | Response | April 21, 2022

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE COVER OF THIS PROPOSAL



April 21, 2022

BusPatrol America LLC
8540 Cinder Bed Road, Suite 400
Lorton, VA 22079

City of Bridgeport Team,

We thank you for the opportunity to present our best-in-class solution in response to your solicitation for Public School Bus Stop Arm Camera Enforcement Equipment and Services. BusPatrol's purposeful focus on child safety and quality is why we are the most deployed stop arm solution in the nation, serving over 90 percent of the market.

Our proposal includes BusPatrol's artificial intelligence-powered platform that will not only modernize your bus fleet, but also significantly curb dangerous driving behavior that puts children at risk. We designed our solution with the needs of municipalities at the forefront of our minds, which is why governments and school districts bear **no costs** for us to deploy systems on every bus in the fleet.

As the market leader in automated stop arm enforcement, we serve numerous municipalities in your region. Our proven and comprehensive record of success demonstrates why we stand ready to execute all aspects of your program on day one.

At BusPatrol, our singular focus is school bus safety. We currently operate on over 15,000 buses in the United States – a number that grows each day as we continue to be the overwhelming solution of choice for municipalities and school districts across the country. But while our scope is national, our passion and service mindset are local. We truly value every municipal customer we serve.

Please give our current municipal partners a call. We're confident you'll hear how BusPatrol goes above-and-beyond to meet their needs. You'll hear about our successful public-private partnership model that drives our deep dedication to the communities we serve. At BusPatrol, educating the entire community about school bus safety is key.

We're also committed to continuous technological improvement to enhance customer service. To this end, we consistently release new software features and deliver them through the life of our contracts.

Along your journey to find the right partner, you also will learn that only BusPatrol:

- Implements **full-fleet deployments** in under 120 days;
- Protects every child in every zip code;
- Uses data from thousands of buses to create superior quality evidence packages; and
- Designs and manufactures its own lab-tested cameras, software, and other technologies.

Some of our competitors make promises saying they will make "best-efforts" to deploy across all zip codes, a promise they have never kept. They may even promise a large share of revenue. How? Why?

BusPatrol America LLC | Response | April 21, 2022

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE COVER OF THIS PROPOSAL



Because typically, about 80 percent of stop arm citations come from 20 percent of buses serving a community. Our competitors know this, and they design their solutions to simply follow the money: equipping buses only in high violation areas on high violation bus routes, while avoiding deployments elsewhere to maximize revenue generation for themselves. This approach short-changes child safety and erodes community trust in this critical automated enforcement program.

BusPatrol's approach prioritizes safety for all children over profits.

PROTECTING EVERY CHILD ON EVERY BUS

BusPatrol is dedicated to an inclusive, full-fleet deployment model. We do not pick and choose routes for profit. Why?

- Injuries and deaths occur in all zip codes and on all routes, regardless of citation frequency.
- Unlike our competitors, BusPatrol is focused on maximizing child safety in all communities and zip codes. We don't turn away communities or bus routes within communities based on profit implications for the company.
- BusPatrol believes in equal access to bus safety technology for all students. Period.

We believe full-fleet deployments are the right approach, and the vast majority of the municipal customer base agrees. Communities ultimately care about protecting all children through fair and unbiased enforcement of school bus stopping laws. We designed our technology to align with these community values because they represent our values too.

We bear all financial costs of delivering stop arm safety across all communities. We also continuously invest back into our technology and services, including artificial intelligence and real-time data dashboards. Our competitors? They remain entrenched using antiquated radar solutions that fail to address the complex challenges of managing school bus stop arm enforcement with great efficiency. Our core business is school bus safety enforcement, and I am confident that will become even more clear to you over the course of our RFP response.

Our aim is focused on providing the City of Bridgeport with the safest, most secure, ethical, and financially-sound school bus stop arm enforcement solution. It will be our honor to serve you.

Sincerely,

Jean Souliere
CEO



TABLE OF CONTENTS

Section I	i
Cover Page	i
Title Page	ii
Cover Letter	iii
Table of Contents	v
Section II	1
Identification of the Respondent/Business	3
Description of the Proposal	6
Commercial or Trade References	36
Litigation	38
Obligations to the City of Bridgeport	39
Optional: Additional Products and Services	40
Section III	44
Pricing Proposal	44
APPENDIX A	47
APPENDIX B	48
APPENDIX C - Letter of Support	63
Exhibit B: Submission Form	64



SECTION II

BusPatrol is committed to delivering 100 percent of all required professional services, hardware investment, and operating services at **ZERO out of pocket cost to the City of Bridgeport or its schools.** We stand behind this commitment for the lifetime of the City’s program with BusPatrol.

BusPatrol’s school bus stop arm enforcement system is a **turnkey program.** BusPatrol provides the professional services to plan, implement, install, operate, maintain, and manage the program at no out-of-pocket costs to the City. Our platform and processes work in accordance with applicable laws, rules, and regulations, including Connecticut Vehicle and Traffic Laws.

The BusPatrol Operating System (“OS”) encompasses our entire ecosystem - from the equipment installed on the school buses to our proprietary AlertBus citation lifecycle management software to the back-office support and field technicians available to serve the program. The BusPatrol OS requires no manipulation or intervention by municipal or school district personnel. Using BusPatrol’s AlertBus citation lifecycle management system, BusPatrol’s trained evidence technicians pre-screen all evidence using BusPatrol’s 5X Evidence Validation System. Our law enforcement and civil approval partners utilize the Bus Patrol AlertBus platform to seamlessly review and issue citations with ease.

The tools within BusPatrol’s enforcement system are not simply available on the open market, and that’s because off-the-shelf systems are not optimized for the rigors and complexity of school bus enforcement. BusPatrol develops proprietary technology manufactured to address the unique enforcement specifications within this dynamic enforcement environment. Owning this process also gives BusPatrol significantly more control over our products and supply chain, which eliminates lengthy supply chain delays that have become all-too common among our competitors. In addition,

FULL-FLEET MODEL

SAFEGUARDING

100%
of School Buses

100%
of Routes

100%
of Student Riders





BusPatrol develops all its software and firmware in-house, which enables us to produce and deliver technological upgrades significantly quicker than our competitors.

Our software development team has spent years developing BusPatrol’s stop arm enforcement ecosystem, including the firmware that runs on our cameras and OS, the AlertBus violator portal, and all network security within our platform.

BusPatrol continuously invests in perfecting state-of-the-art artificial intelligence (“AI”) technology for our specific application. BusPatrol’s AI has been tested and deployed in the field for over six years, and it is consistently improving with time. Our industry-leading detection and conversion rates are a testament to its success. Other stop arm enforcement vendors use antiquated technologies like motion detection, radar, and frame-masking to detect violations. These outdated detection technologies fail to capture many legitimate violations, leading to inconsistent enforcement and ultimately failing to deliver on the promise of meaningful behavioral change.



**B. Identification of the Respondent/Business**

Respondent should provide a description and general history of the individual firm or entity that is proposed to become the preferred vendor, and/or will have primary responsibility for implementing the proposal.

The respondent's specific experience in implementing the type of project proposed should be highlighted, with emphasis on any similar projects in Connecticut.

The name of the firm's representative(s), with contact information (incl. phone, facsimile, and email).

Founded in 2017, BusPatrol is headquartered in Lorton, Virginia. Similar to the project proposed by the City of Bridgeport, BusPatrol operates school bus stop arm enforcement programs in New York, Pennsylvania, Virginia, Maryland, North Carolina, Georgia, Washington, Massachusetts, California, Florida, and Illinois, as well as Ontario and Quebec, Canada. BusPatrol is staffed with the most experienced and innovative technology professionals in the automated traffic enforcement industry. Most importantly, our staff has **decades of combined years' experience** dedicated specifically to automated school bus stop arm enforcement.

Our leadership team is comprised of professionals from a variety of backgrounds, including software development and information technology, law enforcement, government operations, finance and accounting, and business administration.

BusPatrol has deployed its technology on more buses and has more experience issuing school bus stop arm citations than any other company in the world. BusPatrol's focus is on child safety, and we work hard to ensure the BusPatrol Student Safety Program is the most trusted and effective program available to municipalities and school districts across the US and Canada. BusPatrol leads the school bus stop arm enforcement industry in every category: no one has more experience issuing stop arm citations, equipped more buses, or protected more children than BusPatrol.



BusPatrol Presence in Connecticut

BusPatrol has been actively engaged with the State of Connecticut in an effort to modernize the legislative framework supporting school bus stop arm enforcement. To diagnose the severity of the problem of illegal school bus passing and showcase the application of modern AI-powered technology, **in June of 2021, BusPatrol equipped nine Bridgeport Public School buses.** Across this partial fleet pilot program, BusPatrol captured video and data to highlight safety concerns around 330 bus stops within the City. Over the course of ten months, 2,279 violations were captured by BusPatrol’s system. The pilot program also helped identify hot spots or areas of concern for stop arm safety. School officials can access the pilot data report to proactively plan safer routes.

For a more comprehensive look into the details and findings of the Bridgeport pilot program, please see Appendix B.



Key Staff

BusPatrol’s team of experienced personnel have successfully assisted numerous municipalities establish local legislation and municipal arrangements to enable the implementation of school bus stop arm enforcement programs across the US and Canada. We have unmatched expertise in facilitating agreements and program operations among local governments, law enforcement agencies, school districts, and courts to ensure program success.

At BusPatrol, we know communication is critical to a successful program. Our stop arm camera enforcement program experts are at your service during each stage of implementation and ongoing operation of the program. Below is the contact information for key BusPatrol employees:

**KEY STAFF MEMBERS**

Jean Souliere	CEO	400 W 61st St Unit 1612 New York, NY 10023	718-980-8423	jean@buspatrol.com
Karoon Monfared	COO	4041 MacArthur Blvd, Newport Beach, CA 92660	949-873-3827	karoon@buspatrol.com
Steve Randazzo	EVP of Gov't Relations	400 W 61st St Unit 1612 New York, NY 10023	637-804-7381	steve@buspatrol.com
Alex Lane	SVP of Global Operations	8541 Cinder Bed Rd., Suite 400, Lorton, VA 22079	302-241-8000	alex.lane@buspatrol.com
Colin Hastings	VP of Deployment	8542 Cinder Bed Rd., Suite 400, Lorton, VA 22079	954-319-4956	colin.hastings@buspatrol.com
Kevin Hardy	VP of Citation Operations	8543 Cinder Bed Rd., Suite 400, Lorton, VA 22079	773-744-0347	kevin.hardy@buspatrol.com
Richard Heatherington	Director of Program Mgmt.	5301 Buckeystown Pike, Suite 490 Frederick, MD 21704	301-573-1412	richard.heatherington@buspatrol.com
Marie Eve Vincent	Director of Finance & Accounting	1500 Stanley St, Montreal, Quebec H3A 1N5	514-213-8909	mev@buspatrol.com
Sarah Buckley Biscardo	Director of Client Operations	8544 Cinder Bed Rd., Suite 400, Lorton, VA 22079	571-279-5692	sarah.buckley@buspatrol.com

Our key staff have participated in the deployment of over 15,000 buses and the processing of millions of stop arm events, making us the world's most experienced staff in school bus safety enforcement.



C. Description of Proposal

Proponents should provide a full description of the proposal, and address the following:

- Description of business operations being proposed
- Business plan and operating pro-forma, including term of proposed project
- History / past record of similar projects

When we consider the vision and needs of the City of Bridgeport, five key elements embody BusPatrol's qualifications and experience:

- **Ready to deliver completed buses across Bridgeport.** In 2021 alone, BusPatrol deployed over 6,000 buses entirely on schedule.
- **An integrated ecosystem for enforcement and community awareness.** BusPatrol brings industry-leading technology for stop-arm enforcement and community awareness in an integrated ecosystem from student pick-up to drop-off.
- **Experienced professionals with proven processes.** BusPatrol's implementation and operations teams are on the ground serving other municipalities and school districts.
- **The most modern, flexible platform.** From our AI-enabled cameras to our cloud-based software, BusPatrol does not have a peer on the market. Continuous investments in areas like AI, dashboards, and smart talent ensure that the BusPatrol platform benefits the City of Bridgeport for years to come.
- **In-house BusPatrol certified installation technicians.** Only BusPatrol has a national, in-house network of camera installation technicians equipped for large-scale deployments. Our technicians undergo a rigorous certification process that enables high quality and efficient deployments to meet the ambitious timelines of our municipal partners.

Our promise to you: BusPatrol commits to implementing its systems on your entire bus fleet within 90 days of contract execution.



Modern, Flexible Platform.

Our market-leading efficiency comes in no small part from BusPatrol’s proprietary AI technology. Far more accurate than the continuous wave radar detection used by others in this industry, BusPatrol’s system ships video evidence over a secure, encrypted VPN to our smart cloud. The screening of a potential violation is performed by AVA™, our Automated Violation Analysis engine. This allows our team of certified processors to focus on preparing quality evidence packages for our partners and contributes to our industry-leading violation capture rate.

AVA, the core of our AI-powered system, is just one aspect of this robust platform. Because AI continuously improves over time, our partners also benefit from its future flexibility and innovation. Laws, rules, and processes often change over time, and we built our system to be nimble to grow in concert with evolving regulatory requirements.

Chesapeake school buses to get cameras to catch drivers breaking the law



BusPatrol’s program includes community outreach. The PR campaign launched as part of Beyond Enforcement for Chesapeake County, MD resulted in 150 shares by national media outlets.



AVA Automated Violation Analysis System - Machine Learning and Object Recognition



BusPatrol’s value proposition is unique. We deliver quickly and without any municipal financial risk or capital outlays. We utilize a robust suite of enforcement and support services for your key stakeholders: the students, parents, municipal staff, schools, and law enforcement.

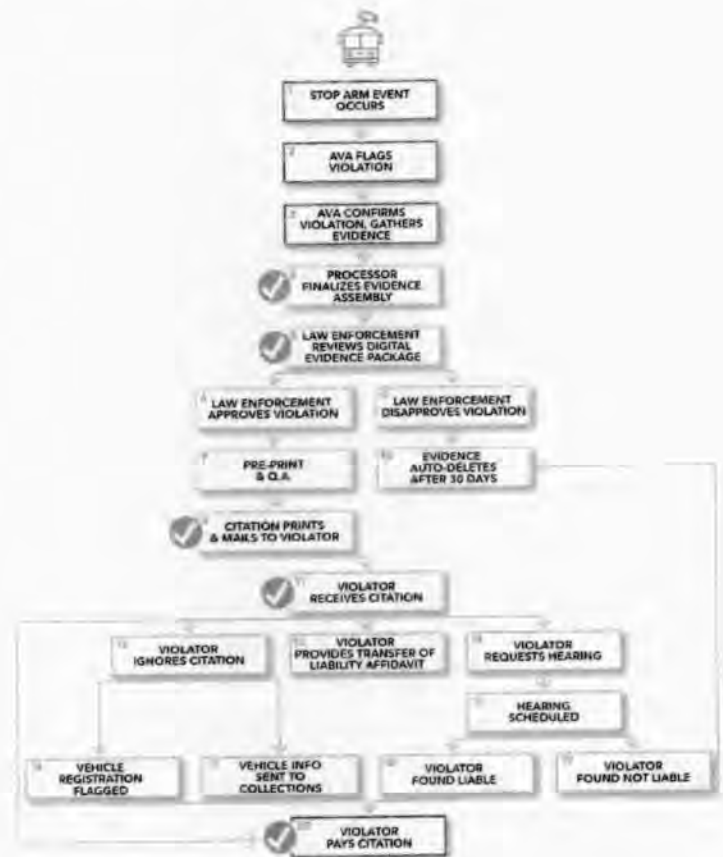
Our goal is to change dangerous driver behavior that puts children at risk - an ambitious goal we have achieved in every market we serve.

We will operationalize the enforcement program, including staff training and administration in the City of Bridgeport. This includes the assignment of a dedicated Program Manager to oversee your City program. Our team works in close association with yours to ensure a timely, efficient, and effective launch of your stop arm program.

Dovetailing with enforcement, BusPatrol creates an ecosystem that goes “beyond enforcement.” We augment citations and law enforcement support with public service announcements and campaigns to educate communities and promote safety.

In contrast, BusPatrol engineered its system for school buses, which are constantly moving. Thus, our camera system is best suited for capturing cars that illegally pass school buses from a variety of angles and locations. As an example, an overview camera, which shows violations from beginning to end, is part of BusPatrol’s standard camera system. We also position, based on the make and model of the bus, up to four license plate cameras to capture the license plate information of the vehicle that violate the law. Furthermore, during installation, each camera is calibrated and tested to ensure proper positioning and capturing.

Our competitors purchase third-party and subcontracted technology built for a stationary enforcement environment, most notably suited for automated red light camera enforcement. Despite

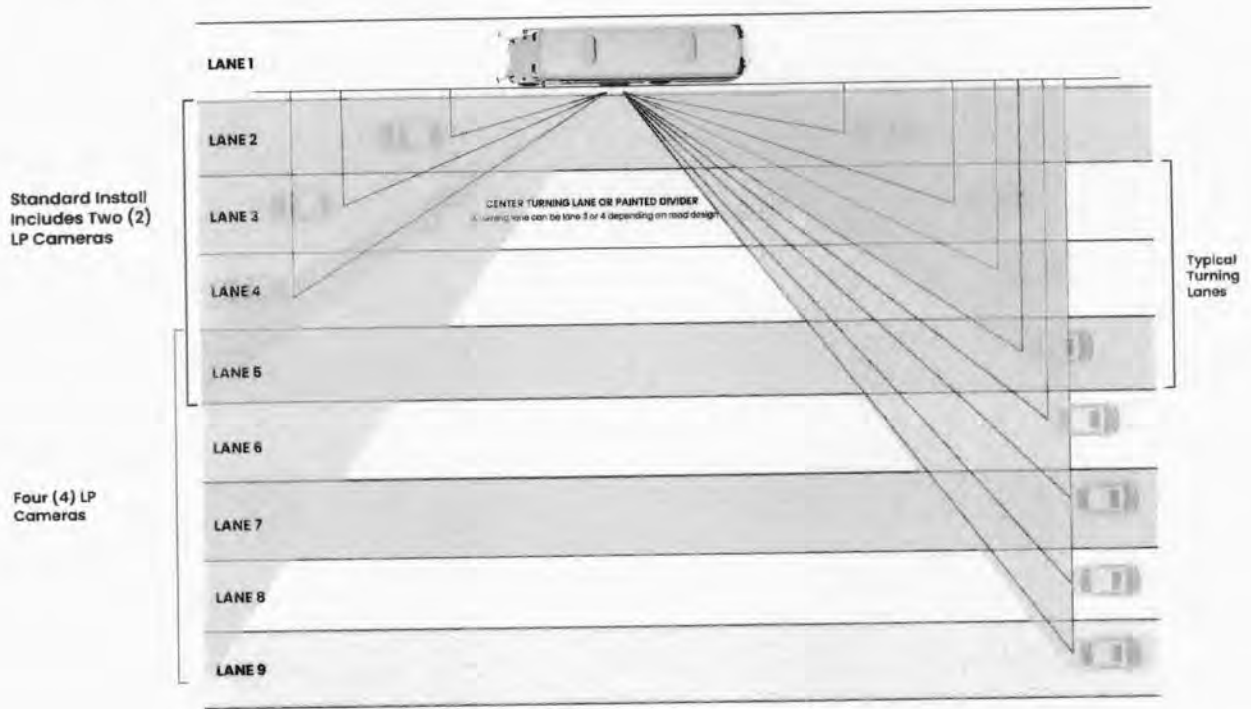


One platform, configurable to each client’s diverse needs. BusPatrol’s solution was designed to enable districts to serve the varying needs among cities, towns, and municipalities. One implementation can serve nearly infinite variations in processes.



what some might try to argue in an RFP demonstration, these two technologies and their relative capabilities are quite different.

BusPatrol camera systems can reliably capture up to eight lanes of traffic, an unmatched technological capability in the market.



Data Security and Privacy

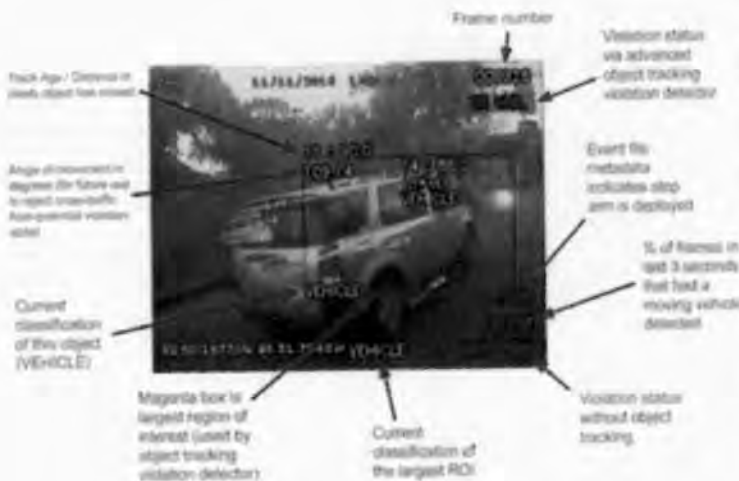
The BusPatrol system ensures maximum data security throughout the citation lifecycle. How?

- Information is shared with law enforcement using a secure encrypted login portal
- Data is bifurcated; school officials do not have access to external cameras, and law enforcement do not have access to internal cameras
- An access agreement is drafted for each municipality
- Video is regularly purged based on state law and police procedure
- Data is shared on an onboard DVR unique to each bus
- Data is shared via an encrypted LTE Mobile AT&T Network (FirstNet)
- School district owns the contract, buses, and routes. BusPatrol is under the same privacy guidelines and restrictions as any other contracted body



BusPatrol 5-Layer Evidence Validation System

BusPatrol’s system encompasses the entirety of the violation lifecycle, from event-capture to processing of payment. This approach maximizes quality and ease for the municipality.



Layer One

BusPatrol’s onboard equipment detects a stop arm event (SAE) only when the stop arm is deployed, and the red lights are flashing. The video and metadata are recorded onto the solid-state hard drives. Violation videos are only shipped when a violation is detected by AVA®, BusPatrol’s automated violation analysis Artificial Intelligence Engine. Once it has been marked as a violation, the data is transferred via high speed modem over BusPatrol’s secure VPN.

Layer Two

Violation video data is transferred via BusPatrol’s cellular modem from the BusPatrol OS to BusPatrol’s proprietary and automated AlertBus citation life-cycle management system. Here we process them a second time using our more robust AI algorithm designed to focus on automating the video evidence gathering process. Only after our AI algorithm screens potential violations are they transmitted to BusPatrol’s secure citation processing center to be reviewed by our evidence processing team.





Layer Three

Evidence processing technicians finalize assembly of the digital evidence package, including GPS map and data showing the violation location; time and date of the violation; vehicle license plate number and state; make, model, and year of the vehicle; registered owner information; recorded images showing the violation; and other pertinent details into a digital evidence package to later be approved or disapproved by designated personnel.

The digital evidence package includes state or local legal references, instructions for the recipient to log into the AlertBus website through the violator portal to review the evidence against them, the fine amount, procedures to pay the fine or steps to contest the violation, a statement explaining late charges, and a statement warning that failure to pay a fine or contest the notice will be considered an admission of guilt, as well as any other information as required by law. **Citations and the AlertBus violator portal can be multi-lingual to accommodate the City's diverse population.**

Once a BusPatrol processor completes review of and submits the violation evidence package, it immediately becomes available for law enforcement to review.



Layer Four

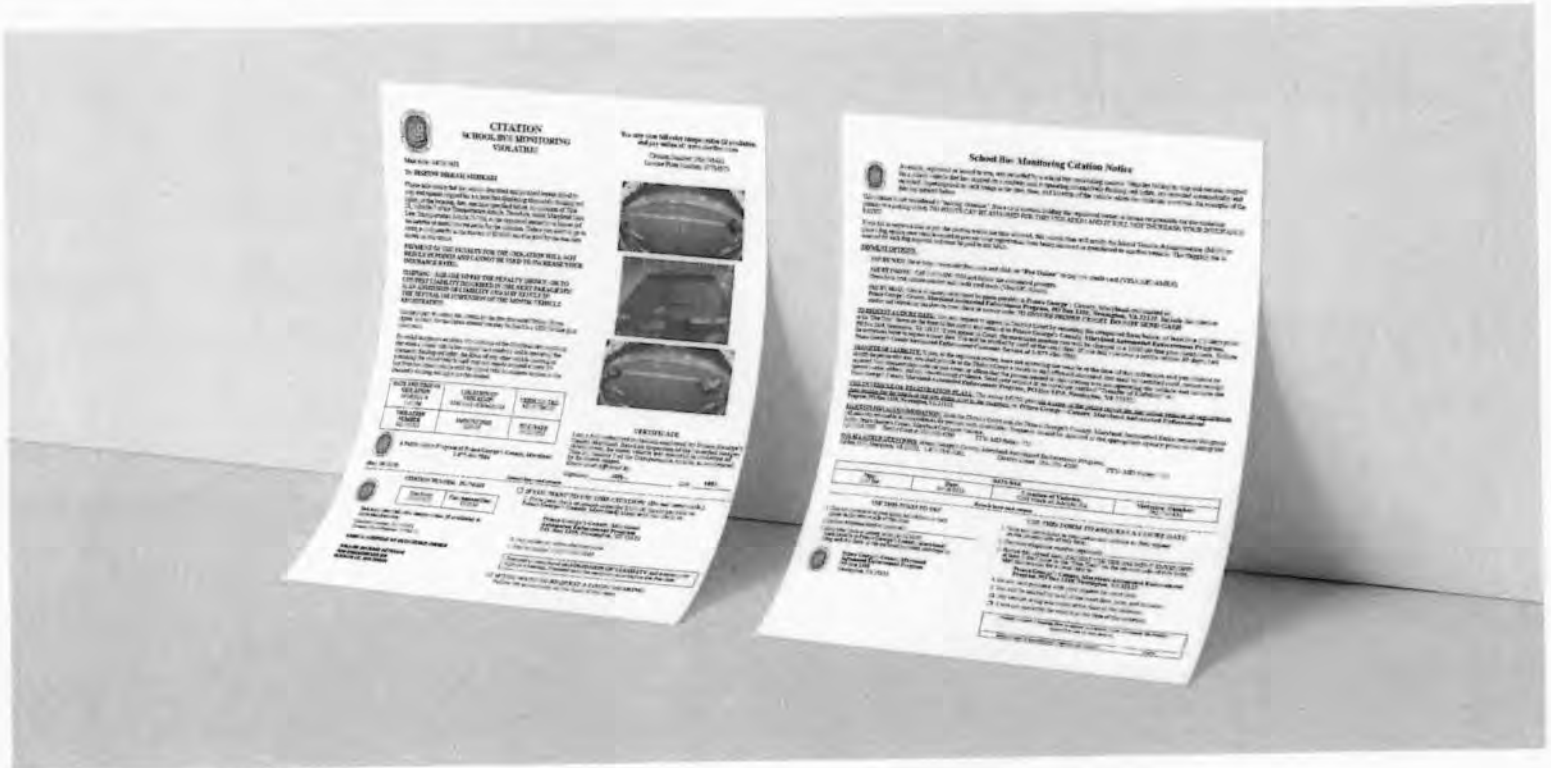
Designated personnel, typically law enforcement or authorized civilian approvers, log into BusPatrol's AlertBus secure web interface with a username and password to review violations. If the approver approves a violation, an electronic signature for the officer is automatically included on the electronic citation.

Layer Five

BusPatrol's quality assurance team conducts a pre-print review to ensure there are no printing errors.



After verification, BusPatrol promptly mails the citation to the liable party via first class mail. Most citations are mailed within one week of the violation.



Other Key BusPatrol Support Features:

- **Court Support** to organize and simplify violations and dockets with local courts, as well as access to evidence in support of prosecutorial testimony.
- **Violator Payment Portal** established and maintained by BusPatrol that sweeps fee collections into the partner’s designated bank accounts.
- **Business Intelligence and reporting** for operational and financial data insight and trend analysis.



How Citations Get Issued and Collected: AlertBus

- BusPatrol's proprietary AlertBus system is a central, cloud-based repository for viewing and approving citations. It is a turnkey, secure, web-based platform that is easy for municipal staff and violators to navigate.
- Certified evidence technicians perform the work required to capture evidence and assemble the facts, then electronically send each digital evidence package to designated municipal staff (typically law enforcement) who make the final violation approval determination.

Customer Support

BusPatrol places high value on support and customer service. BusPatrol will assign the City of Bridgeport, school district personnel, and any third-party transportation operators a dedicated Program Manager who will serve as the primary point of contact for the City's program.

BusPatrol commits to the City a **dedicated call center** for motorists to utilize when they have questions about violations or would like general information about the City's stop arm enforcement program.

BusPatrol also commits to establishing a **service center of excellence** within the City of Bridgeport, which will create jobs for local technicians and processors who will be responsible for ensuring operational excellence of the program. In addition, BusPatrol uses data sent through our backend team to generate automated work order tickets.

BusPatrol technicians take a proactive approach to internal and fleet service. We maintain an **internal partner Help Desk** to support our partners in the event of questions and issues about our hardware and software products and services. Clients may submit a support ticket via email to support@buspatrol.com with the following information.

BusPatrol works with its partners to establish Respond/Resolve service level agreement ("SLAs") times based on event priority. Priorities are based on the following criteria: Low, Medium, High, Business Critical.

**Definitions:**SLAs

- **Respond** - Defined as the amount of time between when a partner first submits a ticket and when BusPatrol responds and lets the partner know we are currently working on it.
- **Restore** - Defined as the amount of time between when a partner first submits a ticket and when BusPatrol restores the product/service to a working state.
- **Resolve** - Defined as the amount of time between when the partner first submits a ticket and when that question is answered, or problem is resolved to the partner's satisfaction.

Priorities:

- **Low Priority** - Non-critical function or procedure, unusable where a workaround is available or a repair is possible, no direct impact on service availability. Resolution time for this level of priority is 5 days.
- **Medium Priority** - Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. Resolution time for this level or priority is 3 days.
- **High Priority** - Critical functionality or service interrupted on a subset of users or products, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible. Resolution time for this level of priority is 24 hours.
- **Critical Priority** - Interruption making critical functionality inaccessible or a complete product/service interruption causing a severe impact on services availability. No possible alternative solutions are possible. Resolution time for this level of priority is 4 hours.

Once a customer submits a support ticket, the BusPatrol program manager is notified, engages the requestor, and works with the appropriate department within BusPatrol to ensure resolution.

Training

All BusPatrol training programs can be conducted in either a live classroom setting or online webinar. BusPatrol provides all materials for live classroom training sessions, including, but not limited to, all printed training materials and work instructions.

The BusPatrol training manager will coordinate all training schedules with designated points of contact at the customer locations. The initial training for staff includes BusPatrol's AlertBus system familiarity and instruction. BusPatrol conducts trainings before the go-live date to ensure all



appropriate staff are sufficiently trained on system features applicable to their roles and responsibilities. This will also enable the trainees to ask and receive answers to any questions they may have or issues they may encounter.

BusPatrol will coordinate with municipal points of contact to ensure all applicable staff are included in each training section. Make up courses will be available as well for those who are unable to attend initial training sessions.

In the event of staff turnover, retraining for existing staff or system upgrades and/or enhancements, future training sessions will be coordinated between the account manager and the designated district points of contact at the partner location.

Training sections are recorded and made available for review by current and future staff. Our instruction manuals are integrated with our support website to support training that is easy and enables self-service access. Our emphasis on a digital approach to training enables us to efficiently train at scale.

Training Group	Training Topics	Length of Session
City Financial Training	<ul style="list-style-type: none"> • BusPatrol OST™ systems and features overview • Invoicing process and reporting training 	1 hour
Law Enforcement & Approver Training	<ul style="list-style-type: none"> • BusPatrol OST™ systems and features overview and user instruction • AlertBus citation life-cycle system training <p>E.g., Ticket review and approval, court scheduling, etc.</p>	1 hour
Adjudication Hearing Officer	<ul style="list-style-type: none"> • BusPatrol OST™ systems, features overview, and user instruction • AlertBus citation life-cycle system training <p>E.g., scheduling, creation of evidence package, etc.</p>	1 hour
School Administration Training	<ul style="list-style-type: none"> • BusPatrol OST™ systems, features overview, and user instruction. <p>E.g., LiveView, Fleet Management, etc.</p>	1 hour
Bus Driver Training Orientation (Optional)	<ul style="list-style-type: none"> • BusPatrol OST™ systems, features overview, user instruction, and other on-board components. 	10 minutes



Excerpts from our video training modules below.

Click on the thumbnails below to watch these video training samples.





Fleet Maintenance

The BusPatrol OS is highly reliable. It includes Amazon Web Services (AWS) hosting and redundancy, plus a national network of certified technicians, carefully vetted and trained by BusPatrol.

To ensure maximum uptime, we employ service technicians dedicated to each market. These technicians are assigned to implementing and maintenance of each bus fleet based on reliable historical data, so that staffing levels are optimal in anticipation of regular maintenance and repairs of the school buses.

Maintenance and repairs of BusPatrol equipment on school buses can be coordinated through the City of Bridgeport (if desired), designated school district representatives, but most frequently, BusPatrol will simply coordinate directly with a school district's bus operator.

Service and maintenance of BusPatrol systems are commonly performed off-hours, weekends, holidays, summer vacation, and when routes and shifts end. We never disrupt school transportation operations. We are accustomed to working ahead of, and around, regular school transportation department operations. Elsewhere in this response, we share details of our SLAs and how those are organized in service to the districts and their fleets.

BusPatrol routinely coordinates with a vast array of school district transportation staff and their third-party transportation vendors.

Over the life of the contract, your installation, operations, and ongoing maintenance of equipment also includes any replacement parts.





Educating Motorists and the Community

Education plays a critical role in changing driver behavior and is at the core of BusPatrol's stop arm enforcement programs. To effectively reduce stop arm violations and create a culture of awareness around school buses, BusPatrol has developed an in-depth communications strategy to educate community stakeholders on all sides of the problem.

Through a robust community education program, we aim to **curb dangerous driver behavior before the first violation is issued.**

How Do BusPatrol Safety Programs Educate Communities?

 Audience	General public	Drivers	School children
 Activity	PSA campaigns Social media Press announcements	Enforcement Support center for violators	Educational material for schools e.g. songs, animations, worksheets

Public Service Announcements (PSA) and Community Engagement

In the weeks leading up to a program go-live, BusPatrol implements an extensive paid media and PSA campaign spanning public relations, traditional, and digital media channels. The education campaign aims to:

- Inform motorists about the presence of automated enforcement technology
- Re-educate communities about school bus stopping laws engaging the community for program launch
- Generate positive PR for partners which highlights the safety benefits to the community including real stories from local stakeholders such as parent, bus drivers, and educators



To ensure the widespread awareness of school bus safety messages in Bridgeport, **BusPatrol is committing to making a material investment towards community education and PSA awareness.** Please refer to the Pricing Proposal in Section 3 for further details.

BusPatrol PR and PSA campaign support includes but is not limited to:

1. Joint press release with the City and school district
2. Press conference or media day announcements
3. Social media campaign production and dissemination of rich media across Instagram, Facebook, Twitter, and LinkedIn
4. Production and delivery of educational tools for schools and parents to educate children about the 'Danger Zone'
5. Paid media advertisements across a variety of traditional (TV, radio, and print) and digital media channels

All content is reviewed and approved by the partner before distribution as part of our five-step PR campaign methodology.

Campaign Management and Services

BusPatrol has developed a five-step media launch methodology to engage communities before, during, and after program launch. We have a dedicated media and advocacy team, comprised of graphic designers, media producers, copywriters, and public relations specialists, to help promote important safety messages.

Media Launch Workflow and Methodology

1. Coordination
2. Production
3. Approval
4. Dissemination
5. Media day



PR Case Study: Suffolk County School Bus Safety Program PSA Campaign

In April 2021, before launching the Suffolk County School Bus Safety Program in New York State, BusPatrol produced and delivered an education campaign spanning earned and paid media, including digital, print, radio, and broadcast television. In addition, through close coordination with the County, BusPatrol developed and disseminated communication resources to the 71 participating school districts to further educate motorists and children on the issue of illegal school bus passing.



Suffolk County School Bus Safety Program Media Day and Operation Safe Stop Event

Earned Media: BusPatrol’s media outreach efforts resulted in **349+ publications** featuring the Suffolk County School Bus Program announcement. The coverage included articles and videos from



Newsday, News 12 and ABC7, with an **estimated reach of over 1.6 million local readers.**

Paid Media - An Inclusive Approach to Education

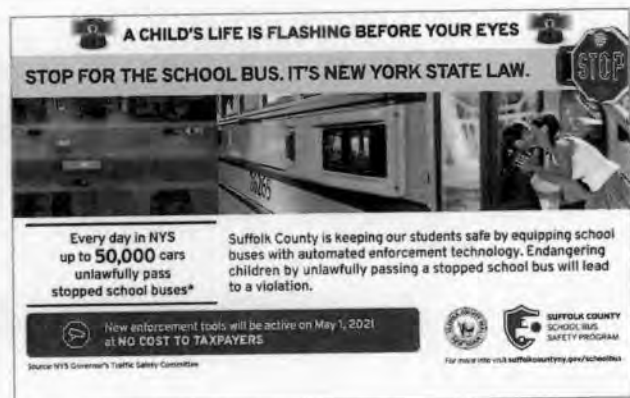
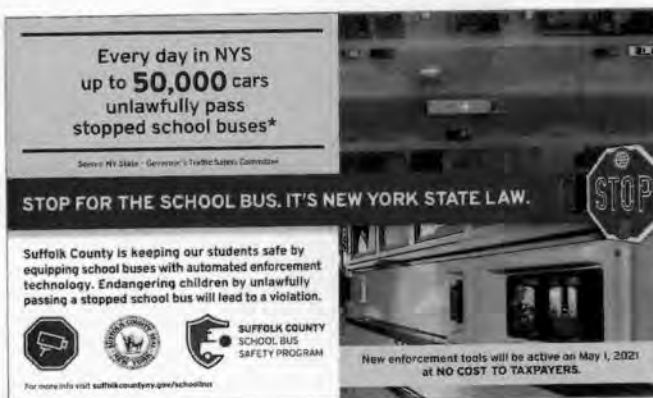
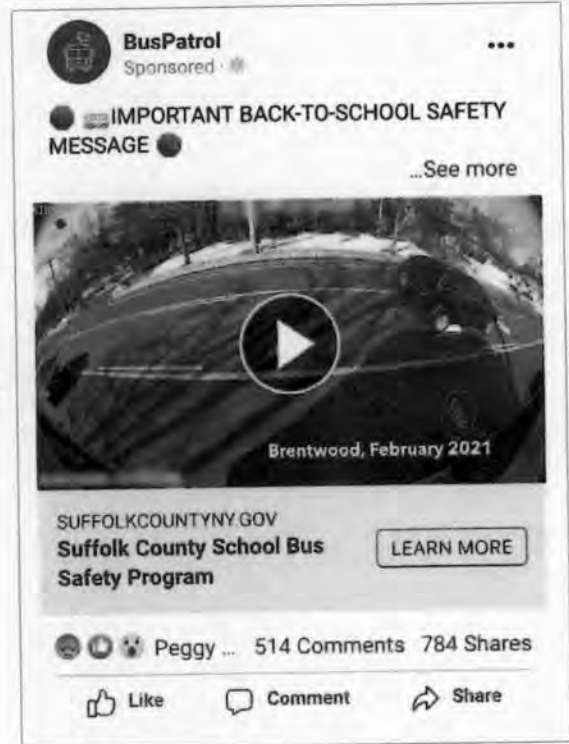
The Suffolk County School Bus Safety Program launch included a comprehensive 8-week PSA campaign across broadcast television, local radio stations, Long Island micro papers, and a variety of social media and digital channels.

Our omnichannel strategy and media buy efforts ensured that the program's key safety messages reached motorists of all ages across both traditional and digital channels. In addition, BusPatrol's media team produced all the ads in both English and Spanish.

The digital campaign alone reached over half a million Long Island residents and was seen over 3 million times.

Production and PSA Ad Campaign Overview

- **Five video commercials** for TV and digital streaming
- **Seven radio ads** for local radio stations and digital radio outlets
- **Three print ads** for local print publishers



TARGETED DIGITAL REACH IN SUFFOLK	519,537	
DIGITAL AD IMPRESSIONS IN SUFFOLK	3,728,443	



VIDEO ASSETS FOR TELEVISION AND CABLE NEWS		LINKS
1. Safety Program Explainer and Benefits for the Community	Positive PR and safety benefits ads (2 versions)	1A 1B
2. Automated Enforcement and Technology (PSAs)	Modernizing school buses through safety technology	2A
	Traffic enforcement & automated violation analysis	2B
	Safer Students - "Education"	2C

AUDIO ASSETS FOR RADIO BROADCAST		LINKS
1A - Safety Program Explainer	Positive PR and safety benefits ads (2 versions)	1A
1B - Safety Program Explainer	Modernizing school buses through safety technology	1B
1C - Safety Program Explainer	Traffic enforcement & automated violation analysis	1C
2 - "Drivers Ed"	A mother explains school bus stop laws to her son	EN
3 - "Disaster"	A tragedy and the consequences of violations	EN SP
4 - "Bus Driver"	A bus driver's new hope for improved safety	EN SP
5 - "Traffic News Flash"	A reporter on the scene spotting illegal passings	EN SP





Suffolk County School Bus Safety Web Landing Page

- Provided Suffolk County with content to implement a web page dedicated to the program and community education
- Content available in English & Spanish
- Educate residents on the program and school bus traffic laws
- Link included in all paid materials



Violator Education

Through years of experience in automated stop arm enforcement, the data is clear: citations are an effective educational tool that promote behavioral change. In addition to serving as a deterrent for drivers to stop illegally passing school buses, they are in themselves a communications asset and open conversations around school bus safety and pupil transportation with family members and peers. By developing a portal for violators to review the footage of their incident and discuss how to correct their driving behavior with an education and service representative in English or Spanish. As a result, less than 3% of motorists contest the citation. BusPatrol teaches motorists how and when to stop around school buses. About 94 percent of violators that receive a ticket through BusPatrol's stop-arm enforcement programs do not repeat the offense, resulting in a dramatic effect in curbing dangerous driving behavior.





Project Timeline

BusPatrol commits to commencement of implementation within thirty (30) days of contract finalization. Within 90 days of starting implementation Bridgeport Public Schools will be fully operational. To summarize, within 120 days of contract award and its finalization, the fleets and districts that also committed at that time will be up and running in the stop-arm enforcement program.

Delays due to unanticipated events, such as Acts of God, or by the client's own choosing, and other stipulations will be detailed in the final contract.

BusPatrol Program Methodology and Approach

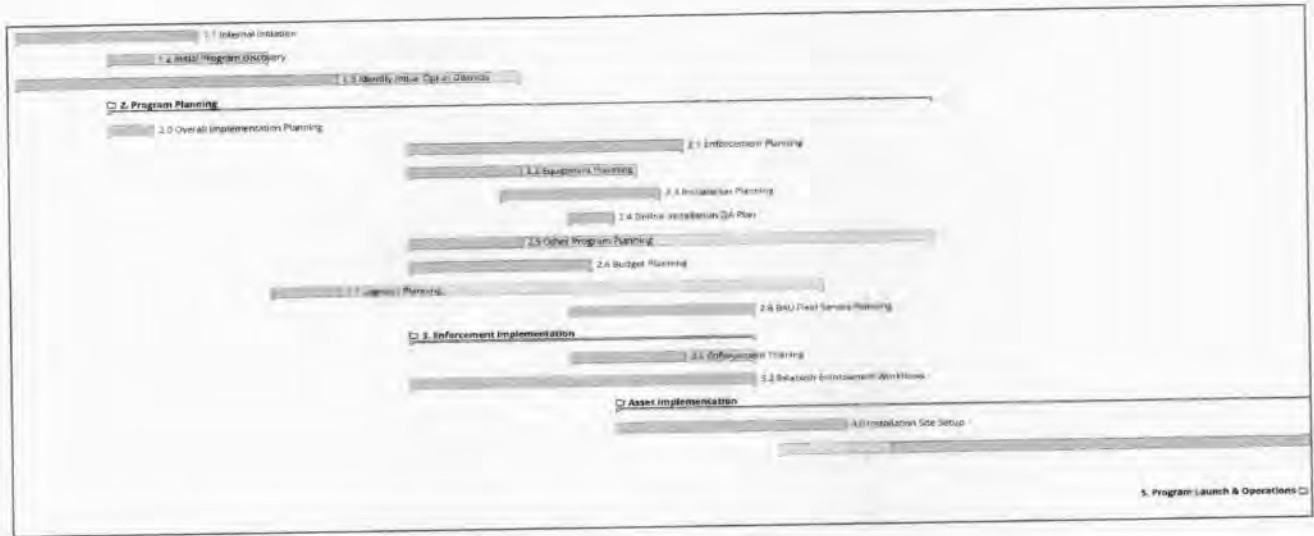
Following baselines from the Project Management Body of Knowledge (PMBOK) with a particular focus on Agile principles for close customer collaboration, speed, and adaptability, BusPatrol implementations take a 5-phase approach:

1. Program Initiation
2. Program Planning
3. Enforcement Implementation
4. Asset Implementation
5. Program Launch & Operations



This approach has been proven and refined as BusPatrol has deployed technology to over 5,000 school buses during the second half of 2020 – even amidst the complexities of the COVID-19 pandemic.

The process allows us to deliver large scale implementations in short periods of time (**100 percent of fleet deployed in under 120 days**) while maintaining a high-quality delivery.



This table is for illustration purposes only

Our implementation approach enables transparent planning, risk identification and control, and efficient execution. BusPatrol is the most widely deployed stop-arm camera program, installed on more buses than any other known provider. We take pride in our planning and execution methodologies and have successfully delivered on time, every time without exception.

Additionally, BusPatrol’s program implementation is technology-enabled. We embed program partners into our systems, so the client has a transparent view into day-to-day delivery. This allows us to deliver a high quality, transparent experience for partners while driving effective communication and management controls for BusPatrol.

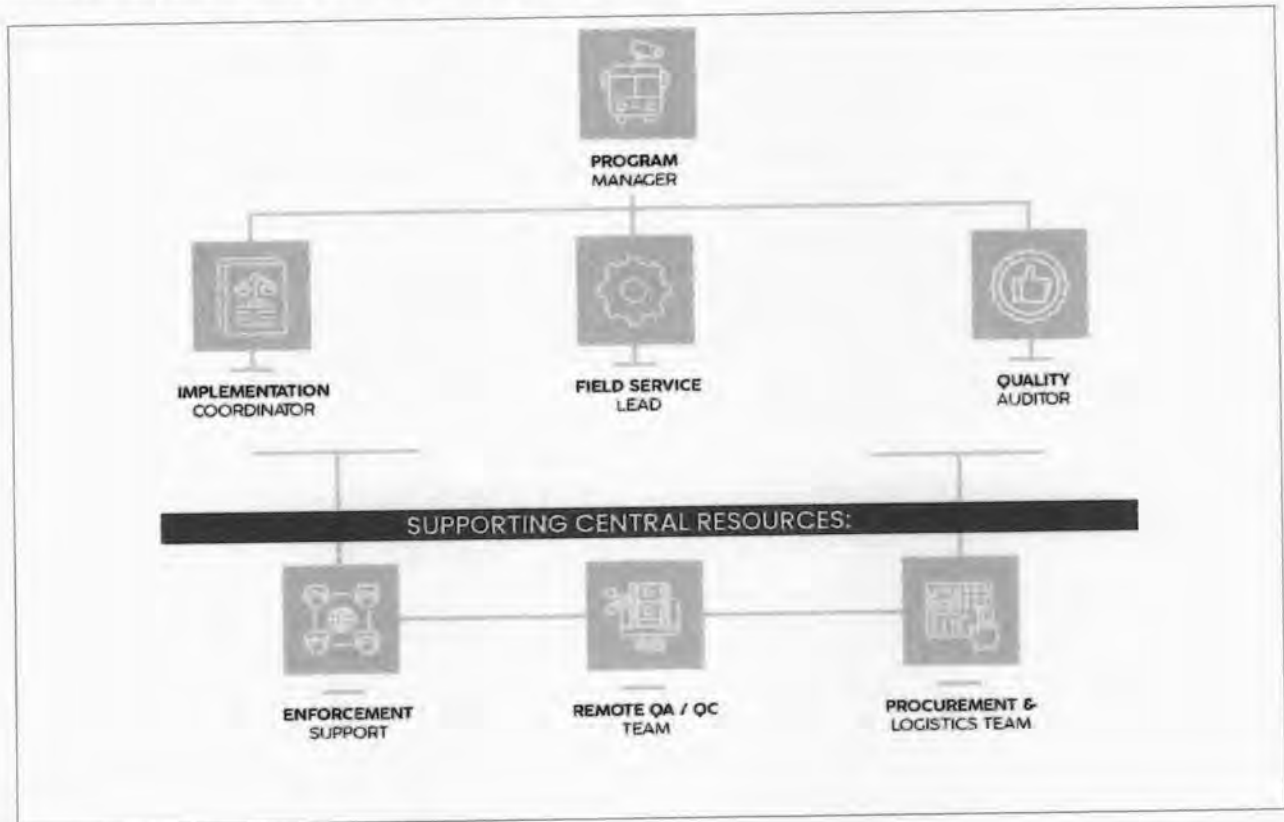
Our systems include:

- Wrike for overall project management
- Microsoft SharePoint for documentation and digital asset sharing
- Customer support portal to manage SLAs
- Salesforce, Tableau, and AlertBus for installation, maintenance, and program Reporting

All team members of BusPatrol’s Project Management Office (PMO) are highly trained and experienced operators, field service technicians, and project managers with extensive experience in the school bus safety industry.

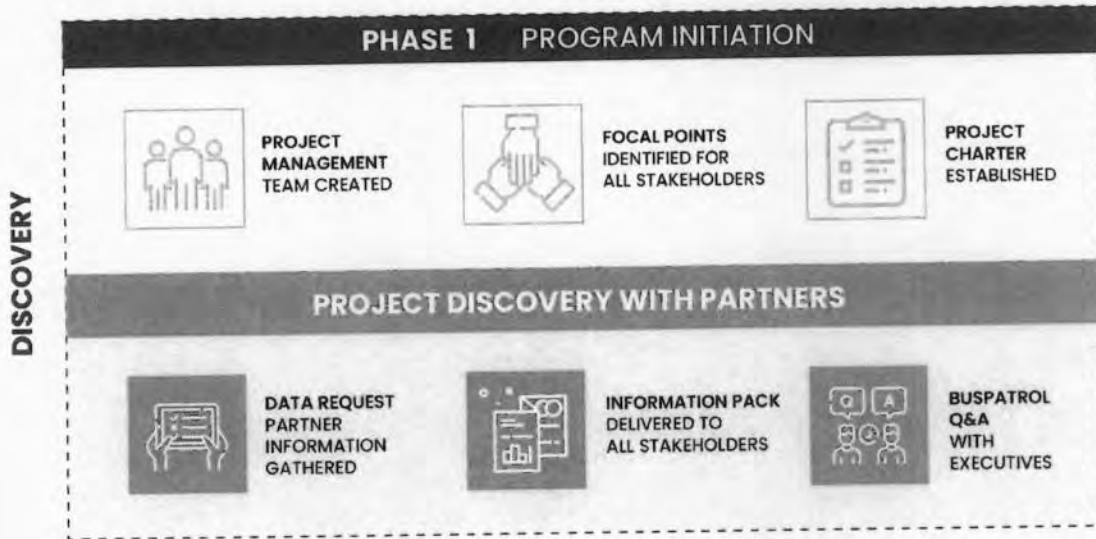


Throughout the project, the client is specifically supported by a dedicated BusPatrol Program Manager. The Program Manager serves as a key strategic partner to the stop-arm enforcement program for the entirety of its lifecycle, updating City stakeholders in weekly touchpoints. The Program Manager and his or her team are responsible for accurately, efficiently executing the project milestones, tasks, and deliverables. The Program Manager orchestrates the involvement of these specialized BusPatrol team members at various stages, which we now cover in detail.

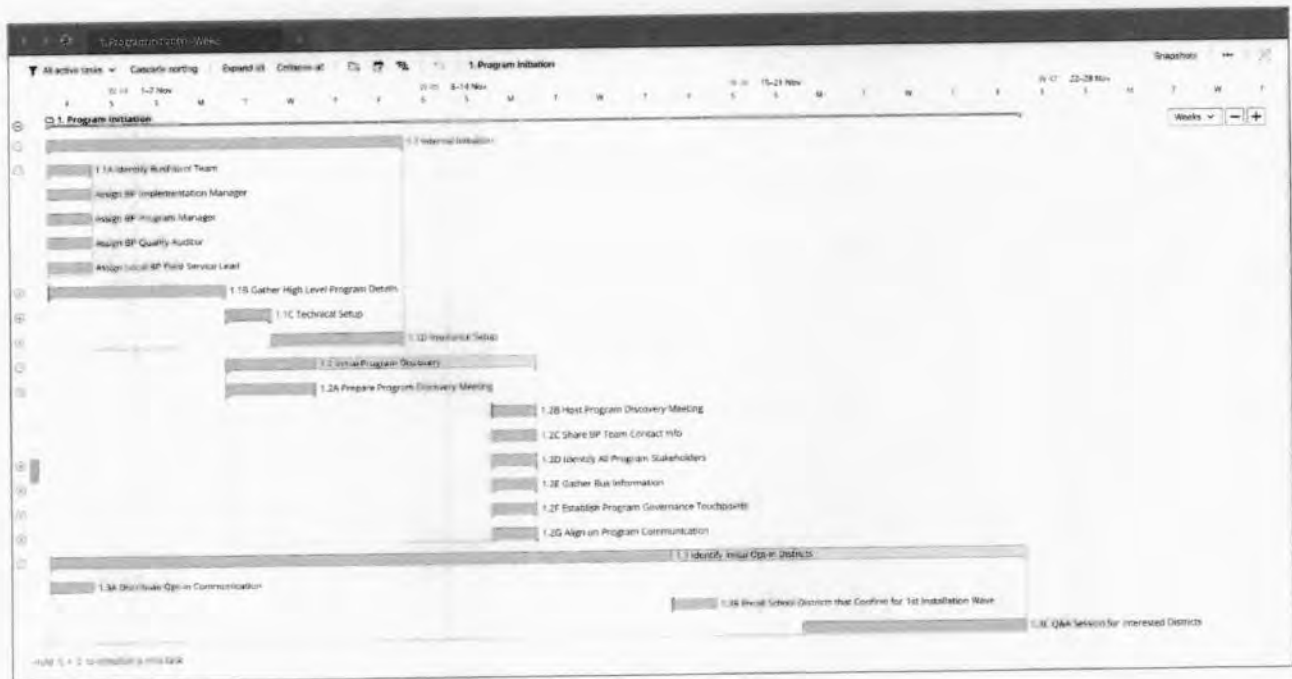


Phase 1: Program Initiation

The project team is identified and created, partner stakeholders and transportation points of contact are identified, and the project charter is created. We facilitate project discovery, which includes a data request and information packet sent to you in advance of project launch. We introduce our respective teams and begin to gather mission-critical program details.



Program Initiation (Project Schedule Example)

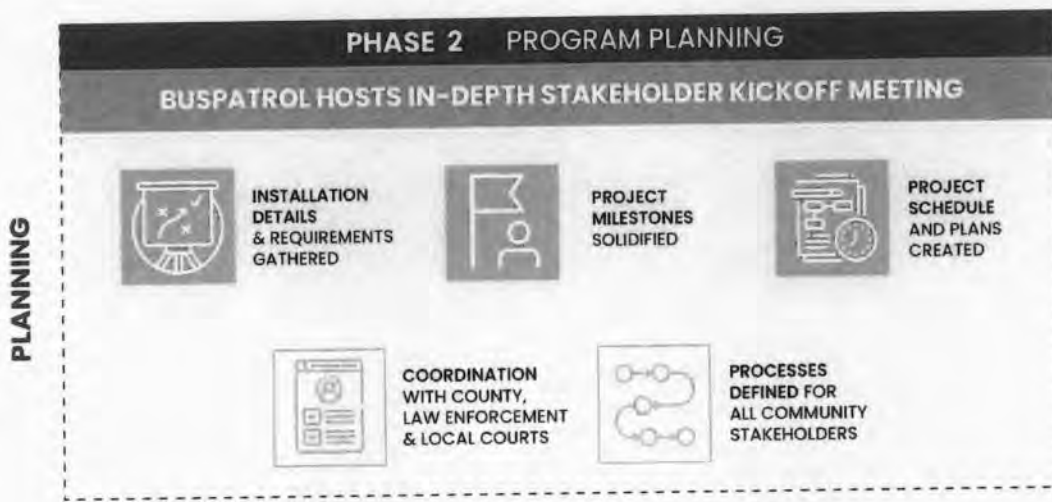


This table is for illustration purposes only



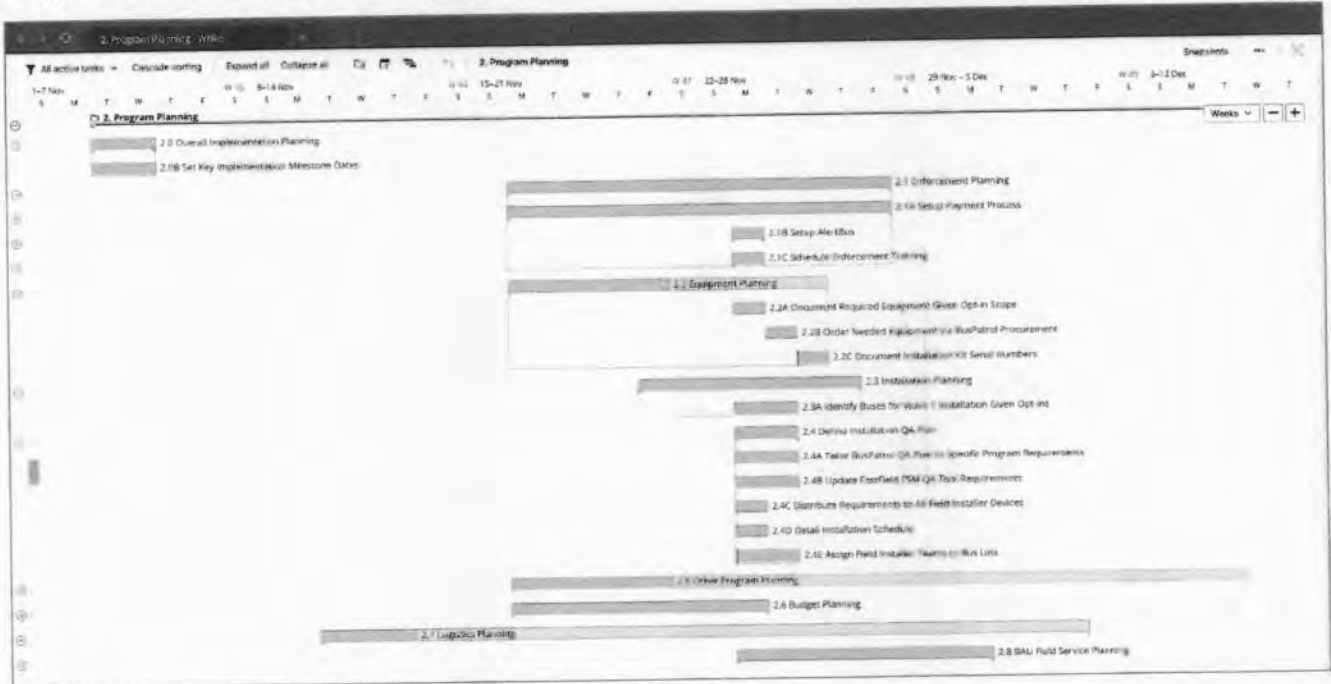
Phase 2: Program Planning

At this stage, a more in-depth stakeholder kickoff meeting is hosted, details and requirements for the installation effort are obtained, project milestones are solidified, WBS, project schedule and overall project plan are created, coordination with law enforcement, courts, school district and region, provincial or City officials begin to take place, and processes and associated workflows are scoped out and created for the various partner stakeholders taking part in the administration of the school bus safety program.





Program Planning (Project Schedule)



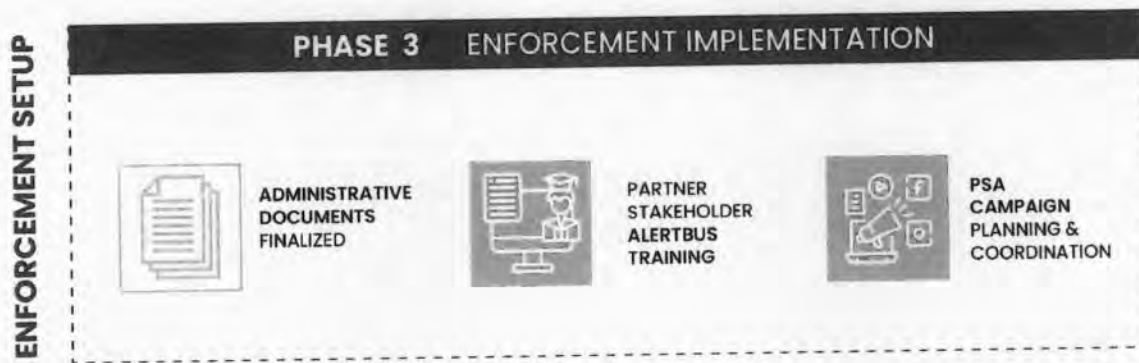
This table is for illustration purposes only



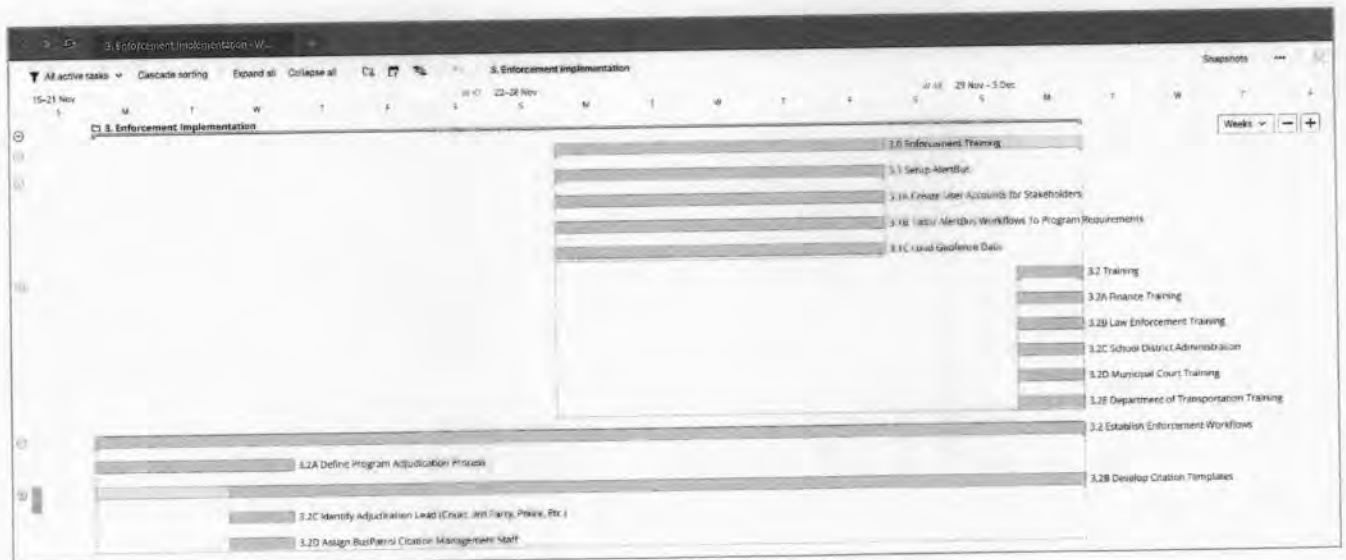
Phase 3: Enforcement Implementation

During this project stage, BusPatrol produces administrative documents including citation and late notice templates, conducts partner stakeholder training on software systems, and initiates campaign planning for community education and public service announcements.

By prioritizing this phase prior to equipment installation, we enable the commencement of Stop-Arm Enforcement, in terms of not only technology but community awareness and action, as soon as the first bus is deployed.

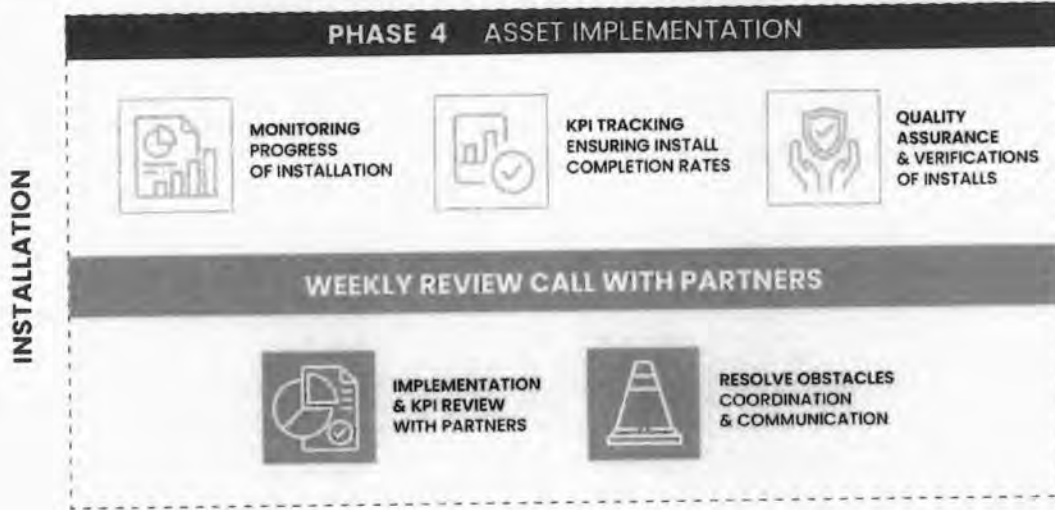


Enforcement Implementation (Project Schedule)





Phase 4: Asset Implementation

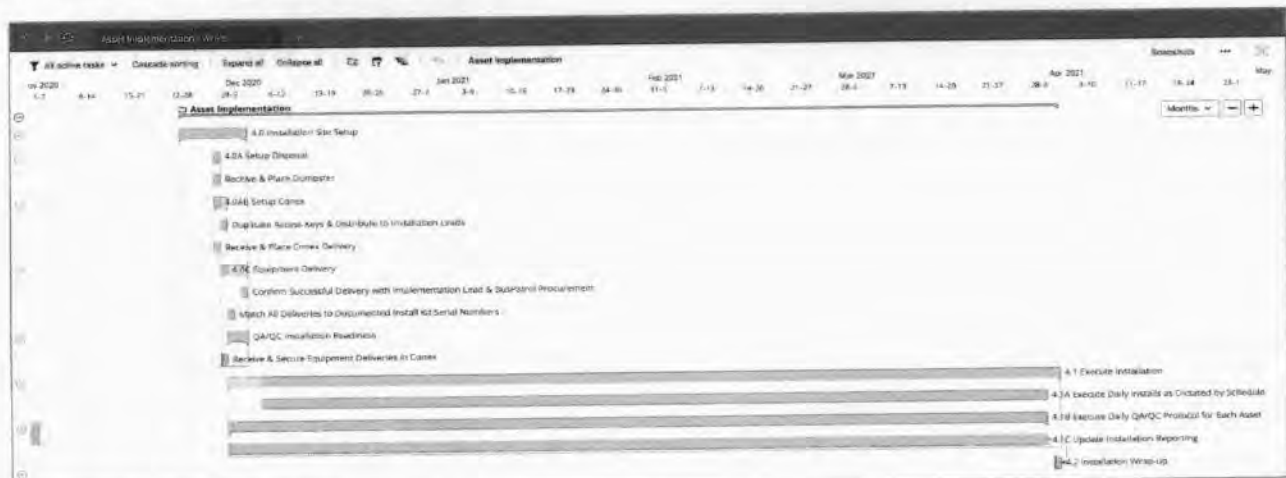


We are uniquely able to deliver this flexibility without impact to overall deployment timeline because of experience and scale. BusPatrol, along with our partners, has an experienced field force of over 900 certified technicians.

Even the most compact installation schedules only utilize a relatively small percentage of our field force.

Throughout this stage of the project, the team is focused on monitoring progress of the installation effort, ensuring installation completion rates are consistent versus plan, that installations are verified for quality, and that overall program deliverables remain on time. We update these KPIs daily to provide visibility to our partners. Moreover, we have a weekly review call with key stakeholders to keep them apprised of our work and resolve any obstacles.

Asset Implementation (Project Schedule)



This table is for illustration purposes only

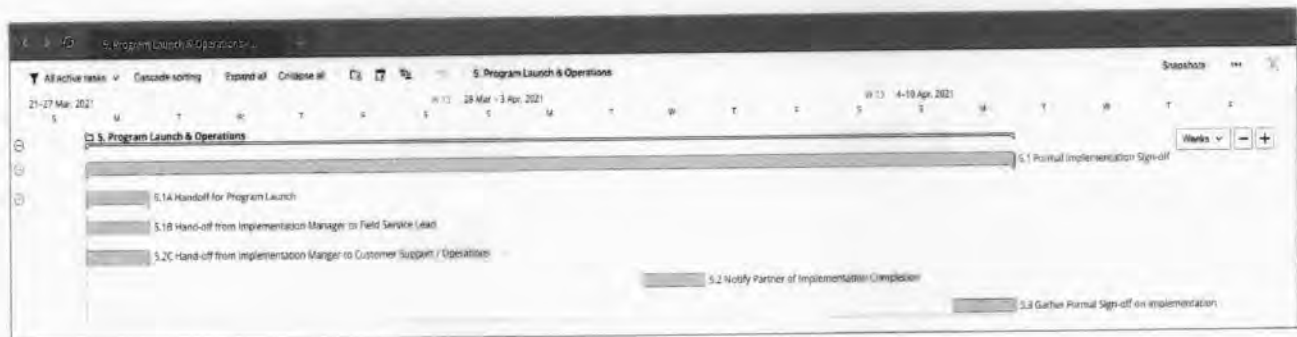


Stage 5: Program Launch and Operations

This involves verifying successful program implementation, including key stakeholder signoff, and transitioning the program fully into the operational enforcement phase. Your Program Manager will continue to carry forward supporting the project with your assigned Field Service Manager.



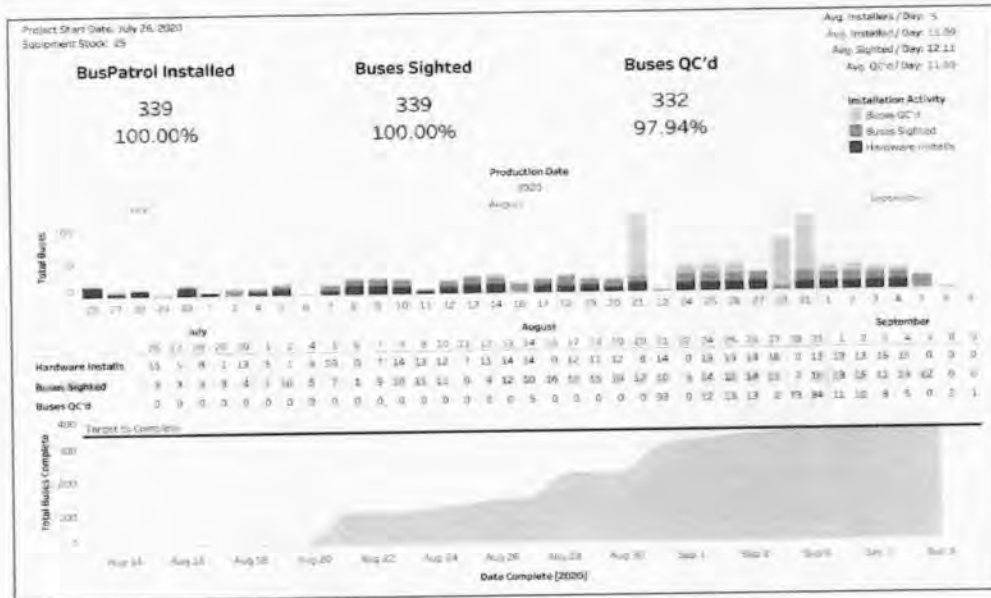
Program Launch and Operations (Project Schedule)



This table is for illustration purposes only



The implementation team can view progress in real time. This dashboard system shows how one fleet's installations were going in 2020—day by day, week by week.



This table is for illustration purposes only

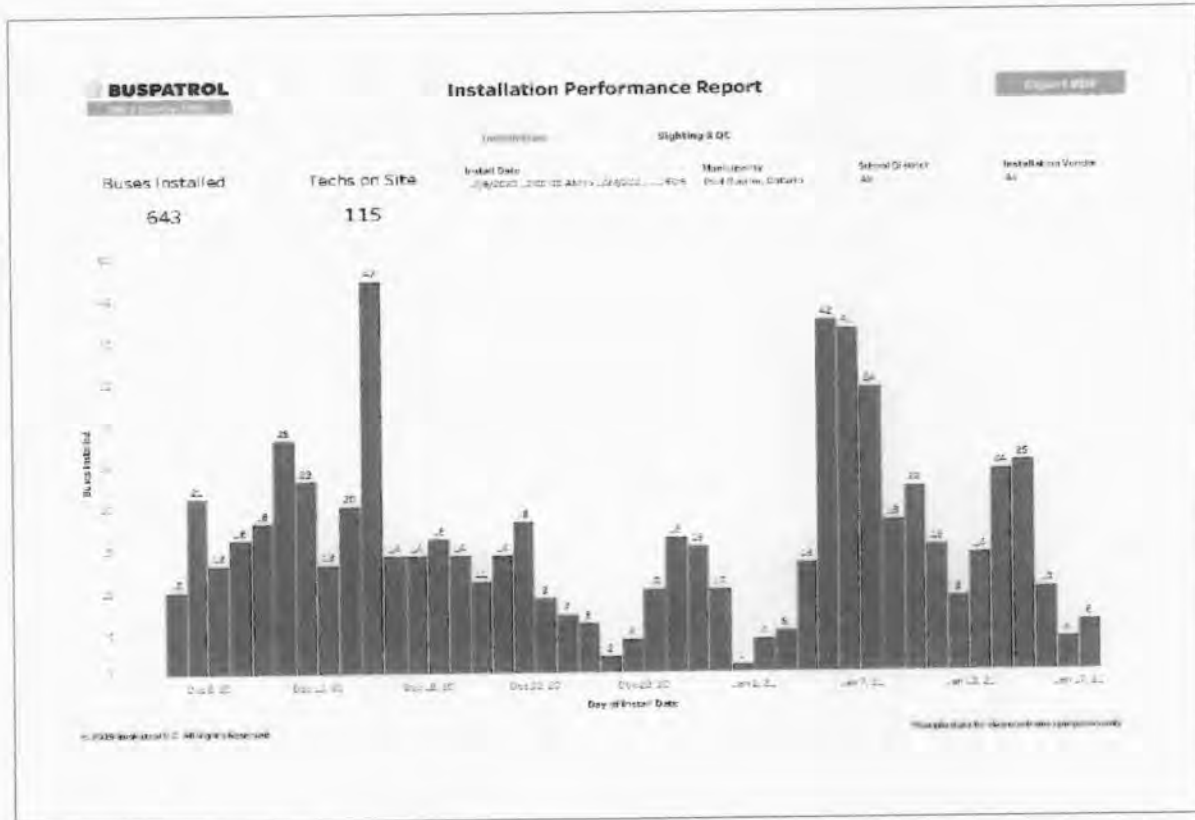
As part of implementation, the readiness of the bus fleet will be planned in waves. This is an example worksheet, showing how waves might be staged over time to project how many technicians might be needed.

Region of Peel		7/18	7/25	8/3	8/10	8/17	8/24	9/1	9/8	9/15
		Buses	Buses	Buses	Buses	Buses	Buses	Buses	Buses	Buses
Wave 1	Total	40	50	50	60	50	0	0		
Wave 2	Total	40	50	30	60	50	0	0		
Wave 3	Total	0	15	35	55	75	75	0		
Wave 4	Total	0	15	40	55	65	75	0		
Wave 5	Total	0	25	25	25	50	50	75		
Wave 6	Total	0	25	25	25	50	50	75		
Wave 7	Total	0	0	50	50	50	75	25		
Total - Installs Per Week	1,755	80	180	275	330	390	325	175	--	--
Total - Technicians Per Week		8	18	28	33	39	33	18	--	--
Percent of BusPatrol Force		1%	2%	3%	4%	4%	4%	2%	0%	0%

This table is for illustration purposes only



During implementation in particular, teams appreciate visibility into the techs and numbers of buses installed.



This table is for illustration purposes only

**D. Commercial or Trade References**

Respondents should include a minimum of two (2) references that attests to their operational capacity, prior performance experience and financial wherewithal or capabilities.

BusPatrol currently operates in 23 municipalities across 145 school districts in the US and Canada. We have experience working with school district owned and operated bus fleets as well as third party transportation vendors including Bridgeport Public Schools current vendor, We Transport Inc.

References

Police Department:	Montgomery County Police Department		
Scope:	School Bus Stop Arm Program		
Address:	100 Edison Park Drive, 3rd Floor, Gaithersburg, MD 20878		
POC:	Dan McNickle Program Manager		
Phone Number:	240-482-7488		
Email:	daniel.mcnickle@montgomerycountymd.gov		
Description:	BusPatrol implemented and administers a turnkey School Bus Stop Arm Enforcement Program for Montgomery County Public School in conjunction with Montgomery County Police and district courts. BusPatrol provides external stop arm cameras as well as a fully scalable student safety package with internal cameras (including remote evidence retrieval, Silent Alarm, and Live View).		
Fleet Size:	1,382	Loaded:	1,382

Municipality:	Suffolk County, NY		
Scope:	School Bus Stop Arm Program		
Address:	100 Veterans Memorial Hwy, Hauppauge, NY 11788		
POC:	Paul Margiotta Executive Director, Suffolk County Traffic and Parking Violations Agency (TPVA)		
Phone Number:	631-560-0245		
Email:	paul.margiotta@suffolkcountyny.gov		
Description:	BusPatrol implemented and administers a turnkey School Bus Stop Arm Enforcement Program for Suffolk County, including internal cameras, in conjunction with over 60 different school districts, police, and district courts.		
Fleet Size:	5,000	Loaded:	5,000



School District:	Richmond Public Schools		
Scope:	School Bus Stop Arm Program		
Address:	3501 Belt Boulevard, Richmond, VA 23234		
POC:	Dr. Floyd A. Miles Transportation Director		
Phone Number:	804-674-4444		
Email:	fmiles@rvaschools.net		
Description:	BusPatrol implemented and administers a turnkey School Bus Stop Arm Enforcement Program for Richmond Public School in conjunction with Richmond Police and district courts. BusPatrol provides external stop-arm cameras as well as a fully scalable student safety package with internal cameras (including remote evidence retrieval, Silent Alarm, and Live View).		
Fleet Size:	200	Loaded:	200

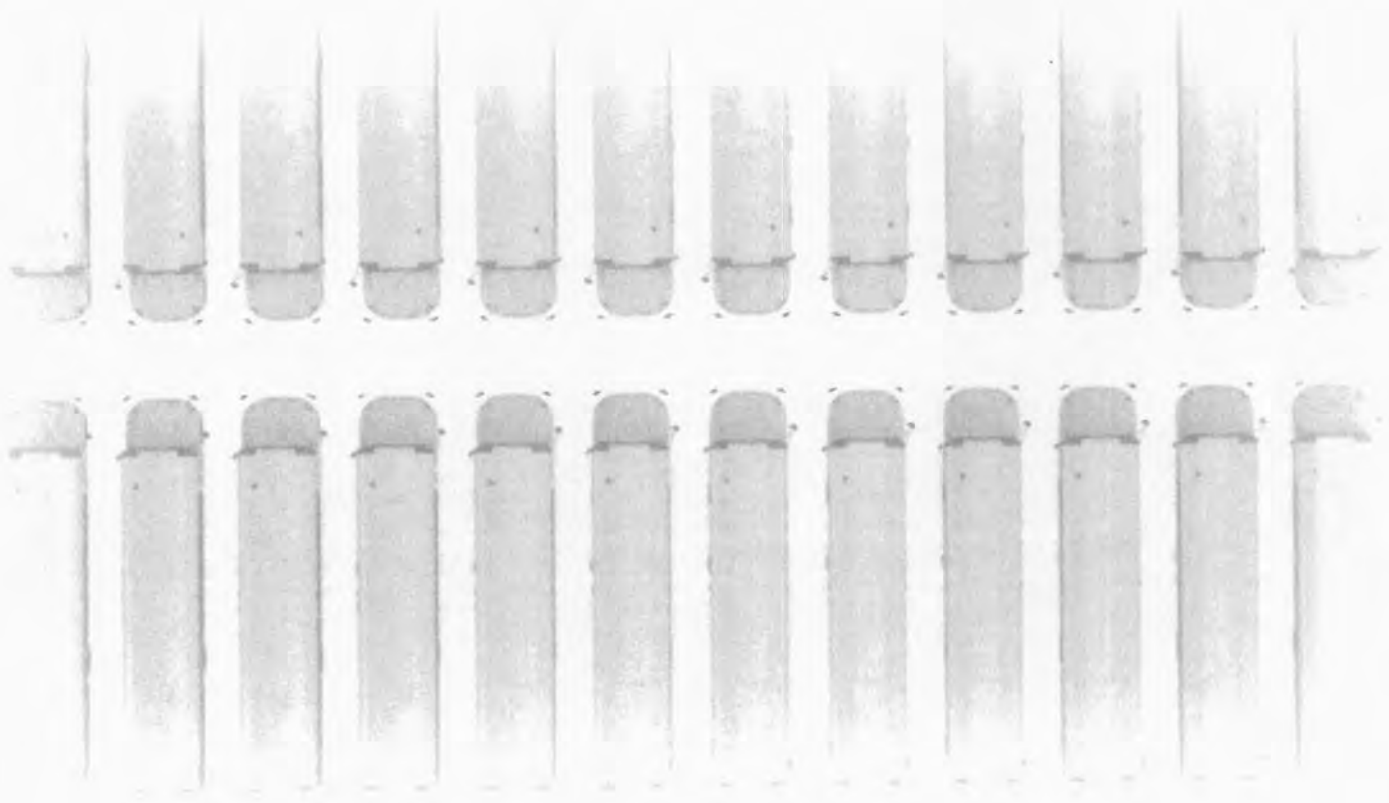
School District:	Manassas City Public Schools		
Scope:	School Bus Stop Arm Program.		
Address:	8700 Centreville Road, Ste. 400, Manassas, VA 20110		
POC:	Andy Hawkins Asst. Superintendent Finance and Operations		
Phone Number:	571-377-6036		
Email:	PAHawkins@mcpsva.org		
Description:	BusPatrol implemented and administers a turnkey School Bus Stop Arm Enforcement Program for Manassas City Public Schools in conjunction with Manassas City Police and district courts.		
Fleet Size:	64	Loaded:	64



E. Litigation

Respondents must identify, disclose, and describe any current, pending, or threatened litigation against them related to their business or real estate dealings.

BusPatrol has no current, pending or threatened litigation against them related to our business or real estate dealings.

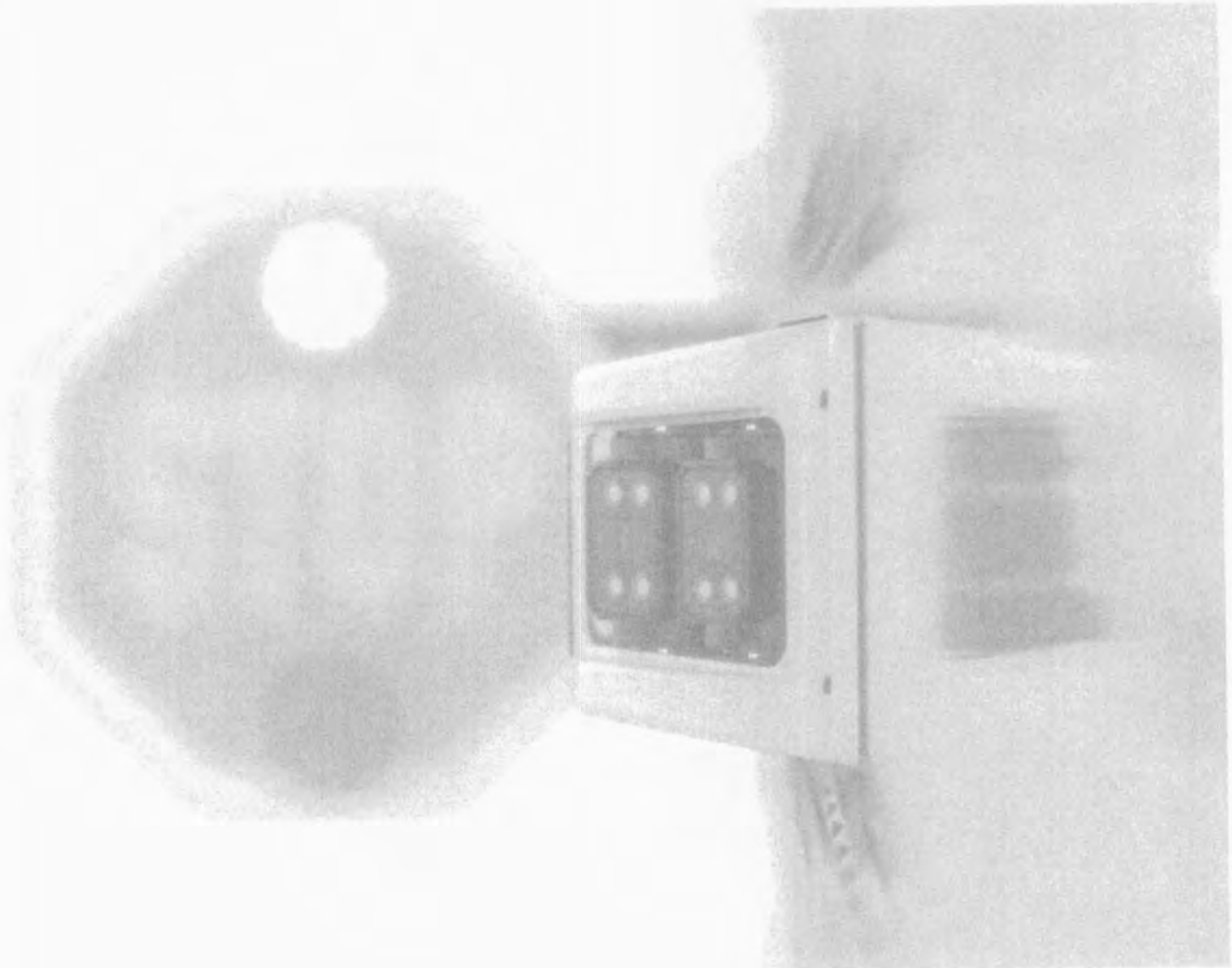




F. Obligations to the City of Bridgeport

The respondent must attest to having no outstanding financial or legal obligations to the City of Bridgeport.

BusPatrol hereby attests to have no outstanding financial or legal obligation to the City of Bridgeport.





OPTIONAL: ADDITIONAL PRODUCTS AND SERVICES

The solicitation requires that optional products and services be listed separately in this RFP response.

BusPatrol typically deploys enforcement and "beyond enforcement" safety technology across entire school bus fleets. School officials benefit from the optional value-added products included in our program by modernizing their buses to maximize safety for children in and around the school bus.



BusPatrol Stop Arm Enforcement Hardware Suite

Beyond Enforcement

A stop arm program's success is contingent on school district participation. BusPatrol's school-first value proposition drives program adoption. BusPatrol enables school officials to safeguard all student riders by upgrading 100% of their buses with cutting-edge, cloud-based technology at no cost.

Cloud-Managed 360° Safety Cameras

The BusPatrol OS comes with the ability to add up to seven additional high-definition interior and exterior cameras capable of capturing audio, video and still images. Typical installations include:

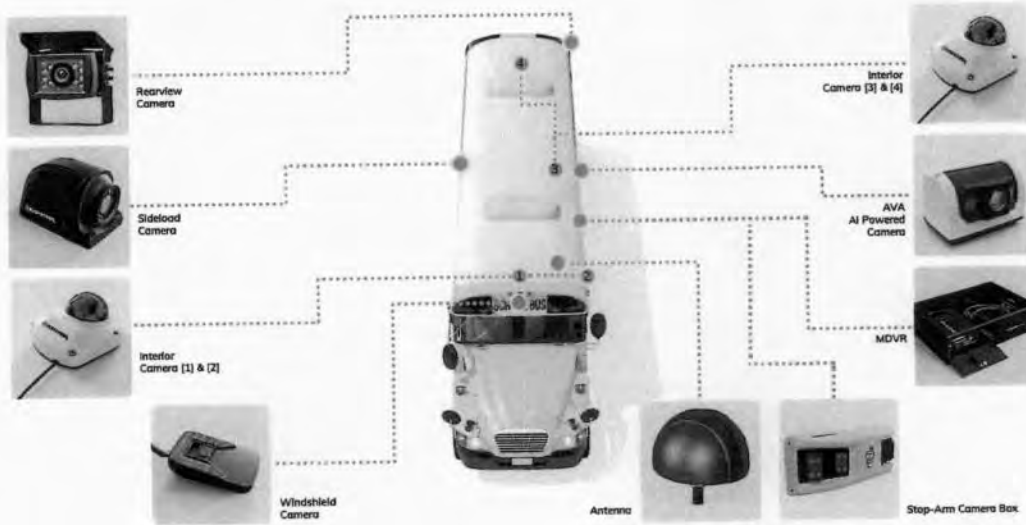
- A. **Additional Exterior "Danger Zone" Cameras:**
 1. Rearview camera capturing incidents occurring behind the bus
 2. Side load camera capturing the loading zone of the bus on the passenger side

These cameras are in addition to the AVA AI-powered camera and the stop arm camera box included with the BusPatrol Stop Arm Enforcement Hardware Suite.

- B. **Interior Safety Cameras (4):**
 - a. Captures the driver and stairwell/ bus entry door
 - b. Captures the front half of the passengers

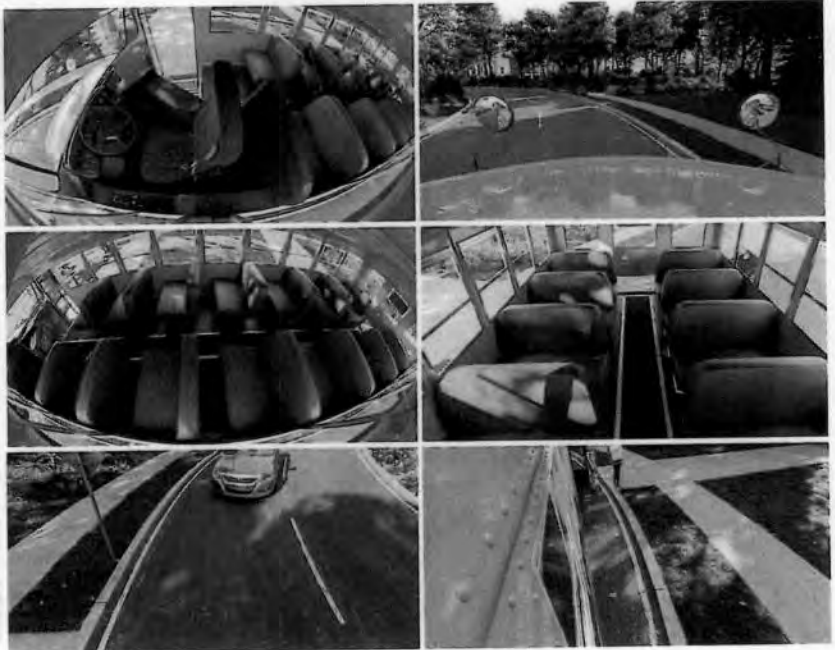


- c. Captures the back half of the passengers
- d. Captures windshield view



BusPatrol Stop Arm Enforcement and Beyond Enforcement Hardware Suite

**Cloud-Managed
360° Safety Cameras**





Software and Cloud-Connectivity



BusPatrol Console HealthCheck - Verify Equipment Health and Maximize Uptime

From the moment the bus is started the BusPatrol OS is connected to the BusPatrol Secure Cloud environment through our private VPN created exclusively for BusPatrol by AT&T. Designated authorized school district personnel will be able to login to the BusPatrol Console where they can use the HealthCheck tool to monitor the health of each BusPatrol OS, access live streaming audio and video from the bus, as well as look at real-time GPS locations of the fleet, or historical fleet information.

BusPatrol's Remote Access Evidence feature enables authorized school district personnel to securely store, request, and download videos from remote locations. Available anytime, it downloads while a school bus is turned on or in the accessory position. This eliminates operators or drivers having to remove and install drives each day, decreasing costs, and reducing human error.

The BusPatrol OS includes a Silent Alarm button (Fig. 4-6) that "marks" the video. Using the alarm marks the video, making it more instantly located for review. The OS can be configured to send SMS and email alerts to designated school district or law enforcement personnel. Messages can come with still image snapshots of the moment the bus operator pressed the Silent Alarm button. It includes a link, too, so the recipients can login and access a live audio/video feed of the incident. Live audio/video is also available on demand through the HealthCheck and Vehicle Information Page on the console.

Being connected through the cellular network means real-time GPS locator, not just historical GPS information once the school bus returns to the bus lot. Using the Console, users have access to both. BusPatrol's Snail Trail feature shows the buses route run given during a user defined timeframe. The vehicle's current location and speed can also be obtained through the Vehicle page.



Vehicle Information Page - Detailed Location and Status for Each Bus



GPS "Snail Trail" - Route Overview and School Bus Status



SECTION III

Pricing Proposal

Over the last 36 months, BusPatrol has been awarded nearly every competitively bid RFP for stop arm enforcement across North America, including the largest stop arm program ever deployed, in Suffolk County, New York.

Based on the feedback from municipal partners who awarded us their contracts, we attribute our success to four key factors:

1. AVA AI-powered technology suite helps our partners maximize safety and revenue by capturing all school bus stop arm violations
2. BusPatrol’s commitment to deploying technology across entire school bus fleets delivers an equitable and inclusive student safety solution
3. Our ability to produce and manage large-scale community education PSA campaigns
4. BusPatrol’s full-fleet cloud-based platform provides complimentary safety and fleet management tools for school officials to modernize their operations while improving safety, security, and efficiency

Pricing Summary

BusPatrol’s pricing is simple: we will provide all our goods and services to the City of Bridgeport and Bridgeport Public Schools in exchange for 50% of the net fine amount.

Bridgeport, CT Pricing		
	\$	%
Gross Fine Amount	\$450.00	
State Share	\$90.00	20%
Net Fine Amount	\$360.00	
City of Bridgeport	\$180.00	50%
BusPatrol	\$180.00	50%

Appendix A estimates a 5-year net program profit of \$14,406,795 for the City of Bridgeport.



Pricing Highlights

BusPatrol's offer includes all labor, equipment, materials, hardware, software, and services necessary to deploy, administer, and maintain this project over the life of the program.

- **\$0 capital outlay:** BusPatrol pays 100% of the capital required to install, operate, and maintain the equipment for the life of the contract.
- **100% of program mailing costs are covered by BusPatrol,** including all printing and postage.
- **100% of program operating costs are paid for by the program,** including labor costs associated with law enforcement approval and program administration.¹ Any program shortfalls are covered by BusPatrol and recovered from future program revenues. *At no time throughout the life of the program can the City of Bridgeport or its public schools incur a financial loss.*
- **\$100,000 community education & PSA investment:** BusPatrol will make a \$100,000 investment in the production and delivery of public awareness and education campaigns to educate motorists about school bus stopping laws and the presence of automated enforcement. As part of the program, the City of Bridgeport will receive access to our PR and media specialists, as well as the usage rights to our existing library of educational content.
- **Bridgeport center for excellence:** BusPatrol establishing a service center of excellence within the City of Bridgeport, which will create jobs for local technicians and processors who will be responsible for ensuring operational excellence of the program. The center can also serve as a community space for municipal and school officials to host community forums.
- **No cost optional internal safety cameras and beyond enforcement safety tools:**
At the City of Bridgeport's request, BusPatrol will deploy its cloud-connected internal safety cameras and value-added safety technology tools at no cost. This includes all repairs, replacements, maintenance, and associated data charges for the life of the contract.
 - This provides an **ESTIMATED VALUE OF OVER \$1 MILLION DOLLARS** based on City of Bridgeport's bus fleet size.

¹ Excludes court costs



Summary of Program Inclusions

■ **BusPatrol’s Enforcement Products and Services**

- Leverage BusPatrol’s state-of-the-art equipment, materials, hardware, software, and services necessary to meet or exceed the requirements of this RFP.

BusPatrol Stop Arm Enforcement Program Suite		
• BusPatrol OS	• Bridgeport Center for Excellence	• Violator Call Center
• AI-Enabled Stop Arm Cameras	• Program Management	• Court Support
• High Speed Modem/Antenna	• School District Support	• Automated Printing & Mailing
• GPS	• Law Enforcement Support	• Customizable Reporting
• AlertBus Citation Life-Cycle Management System	• AVA (Automated Violation Analysis) AI Technology	• Dedicated Equipment Maintenance Technicians

■ **BusPatrol’s Beyond Enforcement Safety Technology (No Cost Options)**

BusPatrol Beyond Enforcement Suite		
• 4 Interior Cameras (with mic)	• Silent Alarm	• Remote Video Retrieval
• Windshield Camera	• Console	• Live View
• Side Load Camera	• Healthcheck	• Snail Trail (Historical GPS Maps)
• Rearview Camera	• Vehicle Page	• Real-Time GPS Vehicle Locator

Strong support from Bridgeport Public Schools will be integral to the success of the program. BusPatrol believes that the heart and soul of any successful program lives in the quality of the tools that we provide to school district transportation professionals to proactively improve safety in the communities in which we operate. Our full-fleet enforcement and value-added technology products are provided to the City at **ZERO COST**. BusPatrol’s school bus safety programs and beyond enforcement options are entirely and exclusively violator funded.

BusPatrol’s Beyond Enforcement safety suite provides valuable equipment, software, and services that school districts want and need, but simply do not have the budget to purchase.

For this reason, BusPatrol has included these options for the City of Bridgeport to consider at no cost.



APPENDIX A

BUSPATROL City of Bridgeport	Optional Contract Years											Cumulative	
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11		
BRIDGEPORT DETAILS													
Buses Deployed	200	200	200	200	200	200	200	200	200	200	200	200	200
Buses Active	180	180	180	180	180	180	180	180	180	180	180	180	180
School Days	180	180	180	180	180	180	180	180	180	180	180	180	1,800
Tickets Per Bus Per Day (TPBPD)	0.60	0.57	0.54	0.51	0.49	0.46	0.44	0.42	0.40	0.38			
Tickets Issued	19,440	18,468	17,545	16,667	15,834	15,042	14,290	13,576	12,897	12,252			156,011
Cumulative Collection Rate (%)	80%	82%	83%	83%	84%	84%	84%	85%	85%	85%			85%
Tickets Collected	15,552	15,533	14,941	13,834	14,021	12,636	12,296	11,765	11,258	10,539			132,609
Net Fine Amount (Less State Share)	\$390	\$390	\$390	\$390	\$390	\$390	\$390	\$390	\$390	\$390	\$390	\$390	\$51,717,510
Program Revenue	\$6,065,280	\$6,057,870	\$5,826,990	\$5,395,260	\$5,468,190	\$4,928,040	\$4,795,440	\$4,588,350	\$4,390,620	\$4,110,210	\$91,260		
BusPatrol % of Program Revenue	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Bridgeport % of Program Revenue	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Revenue Split													
BusPatrol (Gross)	\$3,032,640	\$3,028,935	\$2,913,495	\$2,697,630	\$2,734,095	\$2,464,020	\$2,397,720	\$2,294,175	\$2,195,310	\$2,055,105	\$45,630		\$25,858,755
Bridgeport (Net)	\$3,032,640	\$3,028,935	\$2,913,495	\$2,697,630	\$2,734,095	\$2,464,020	\$2,397,720	\$2,294,175	\$2,195,310	\$2,055,105	\$45,630		\$25,858,755

ASSUMPTIONS

- Assumed number of Bridgeport school buses
- Assumptions based on BusPatrol stop-arm experience in similar markets
- BusPatrol pricing proposal



BUSPATROL

BusPatrol School Bus Safety Program



Bridgeport, CT

06/07/2021-04/17/2022

Pilot Program Overview

Bridgeport, Connecticut

June 7, 2021-April 17, 2022

Why Conduct a Pilot Program in Connecticut?

In 2019, the National Association of State Directors of Pupil Transportation Services (NASDPTS) released data from their annual national survey indicating that more than 17 million stop-arm violations occur in the United States each year. On July 24, 130,963 school bus drivers, more than 27 percent of the nation's total drivers, counted a total of 95,319 stop-arm violators during their one-day safety survey.

According to NASDPTS, "The results of the surveys, conducted annually since 2011, have been unfortunately consistent. The survey results have brought needed attention among state and federal policymakers to the need for greater safety countermeasures."

In recent years, several states have increased penalties for violations, authorized the use of photo evidence for issuing citations, or enacted other measures that are designed to deter this dangerous practice.

Regional stop-arm surveys and technology-assisted pilot programs provide additional information to support increased safety measures for pupil transportation in Connecticut.

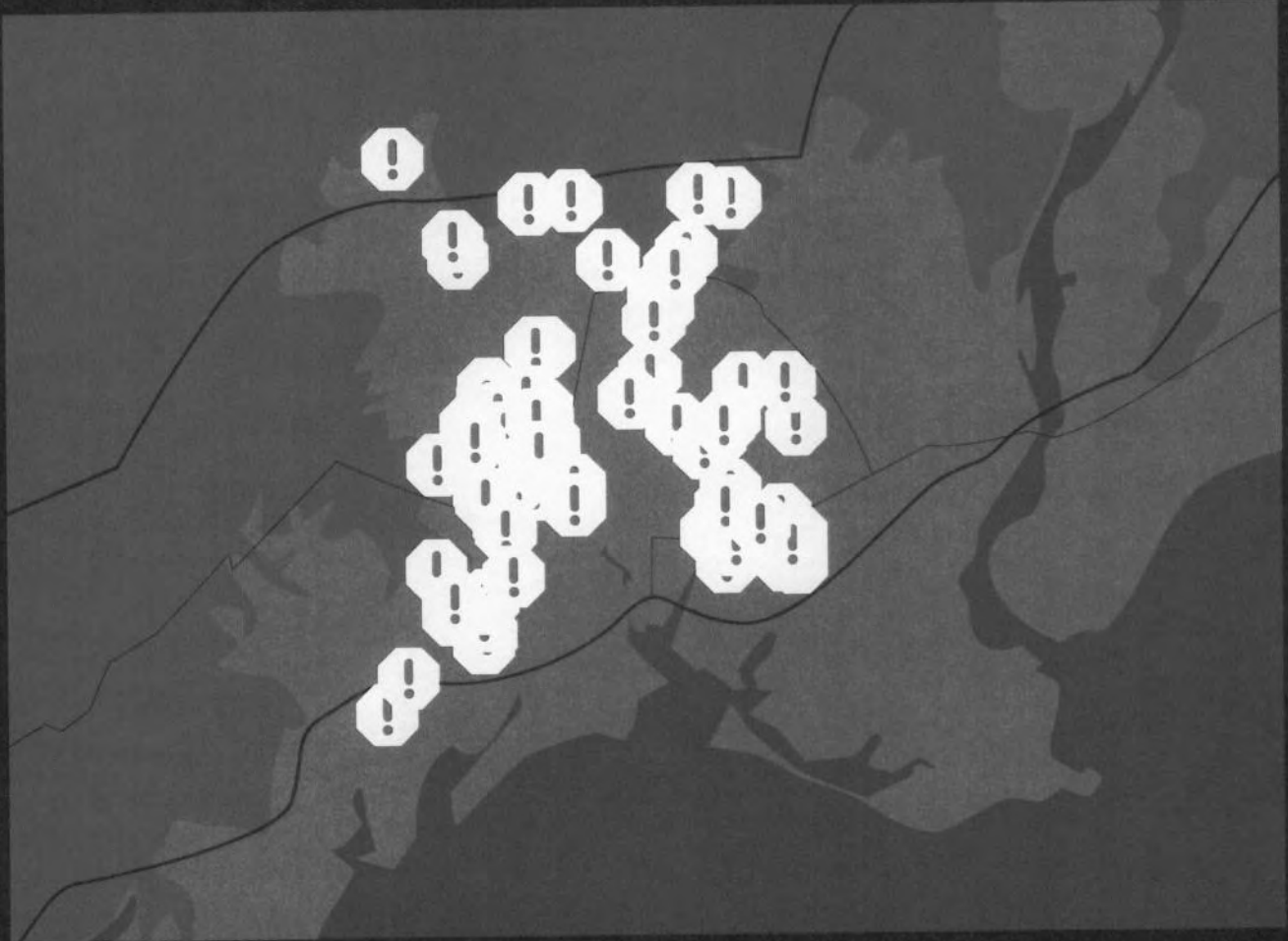
What Did the Pilot Program Reveal?

BusPatrol's school bus safety technology was installed on nine (9) buses in Bridgeport, CT, to assess the safety hazards across the jurisdiction. Across the limited fleet size, BusPatrol helped capture video and data to highlight safety concerns around school buses and children.

Over the course of ten months, 2,279 violations were captured across 9 school buses transporting students to and from school each day. The pilot program also helped identify hot spots or areas of concern for stop-arm safety. The data from the pilot program and from school bus safety programs can be used to take proactive measures when planning, executing and enforcing school bus routes.

Overview of Violations by Location

(top 65 unique locations with highest violations, 06/07/2021-04/17/2022)



2,279

Total Violations

330

Unique Locations
with Violations

Overview of Violations by Dates and Times

2,279

Total Violations
06/07/2021-04/17/2022

Total Violations by Month

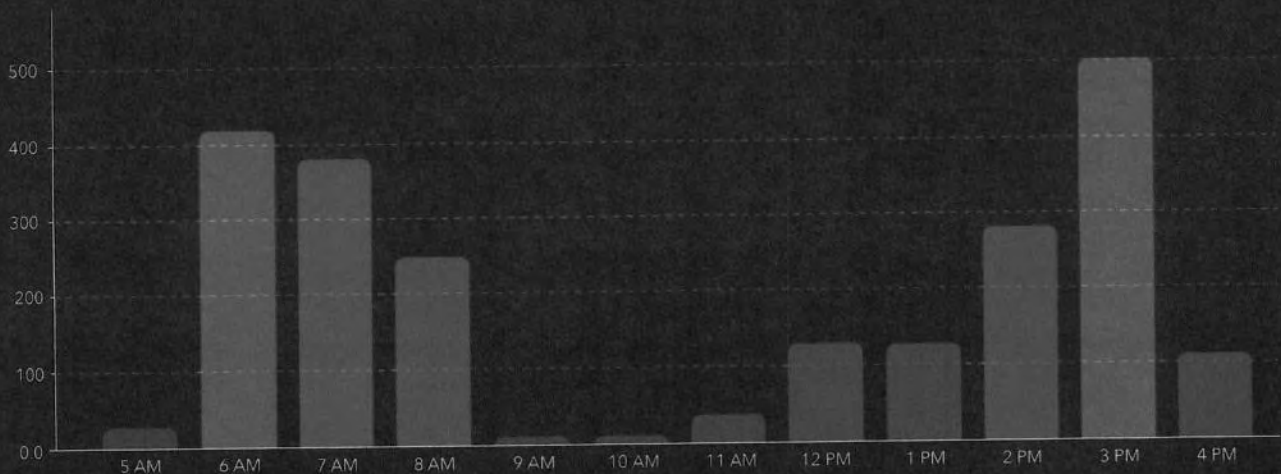


Total Violations by Weekday

(percentage)



Total Violations by Hour



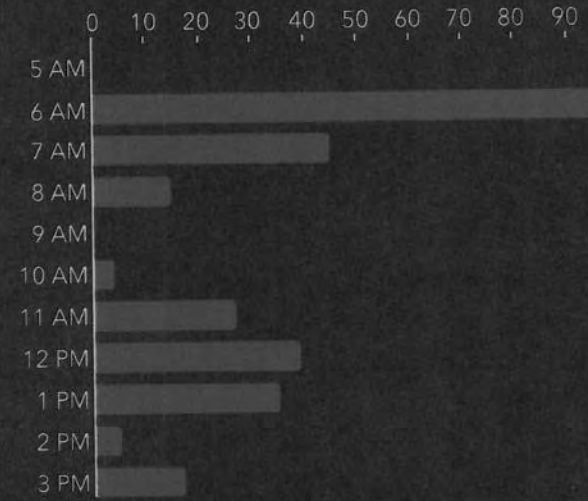
Details for Bus BPW401006

26 Unique Locations



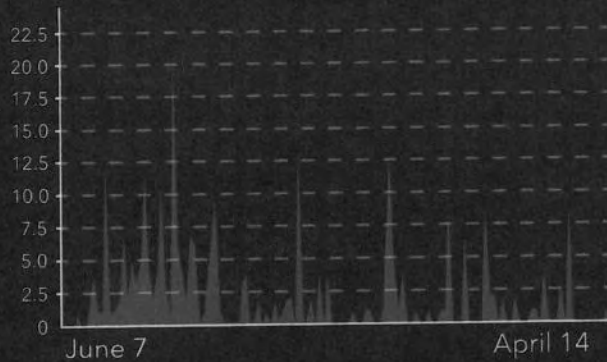
Violations by Hour

(total)



Violations Over Time

(date)

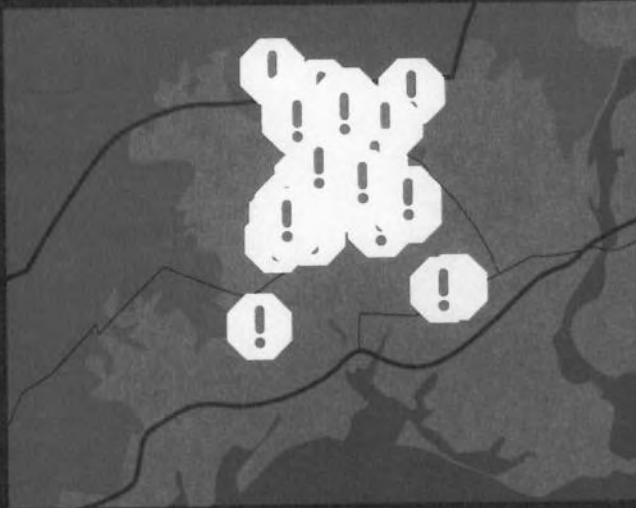


Top 5 Locations

Violations	Location
135	100 block of Logan St in Bridgeport CT
56	100 block of Logan St
14	100 block of Lincoln Blvd in Bridgeport
10	2800 block of Old Town Rd
9	900 block of Davenport St in Bridgeport

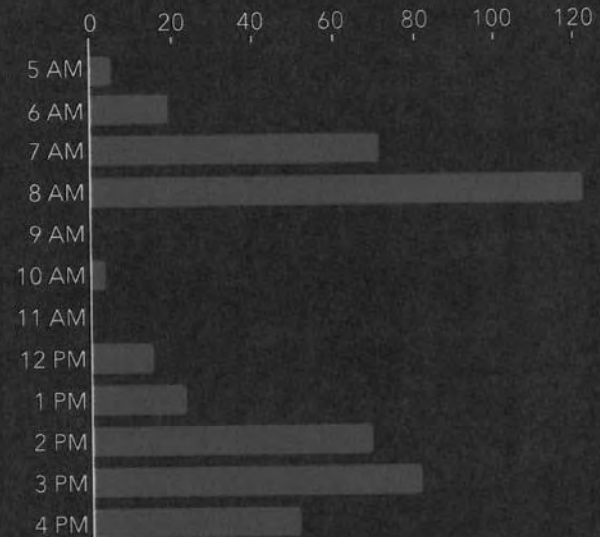
Details for Bus BPW116024

47 Unique Locations



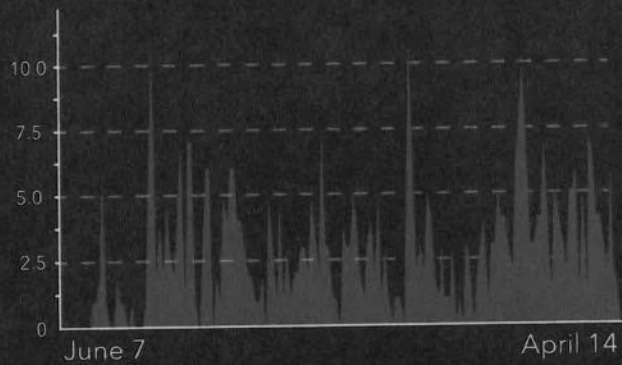
Violations by Hour

(total)



Violations Over Time

(date)



Top 5 Locations

Violations	Location
108	100 block of Ezra St in Bridgeport CT
40	1600 block of Fairfield Ave
38	700 block of Madison Ave
34	900 block of Madison Ave in Bridgeport
20	100 block of Sedgewick St

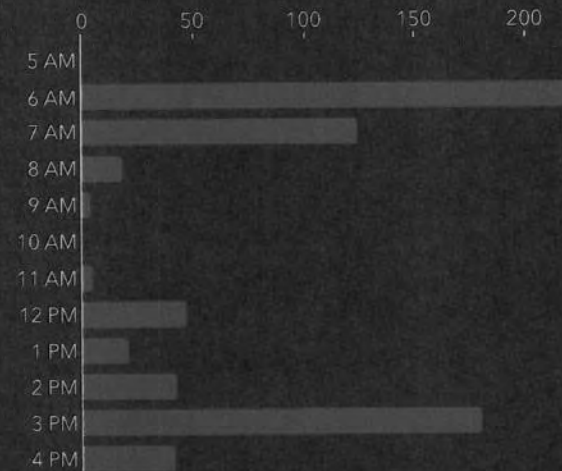
Details for Bus BPW116026

78 Unique Locations



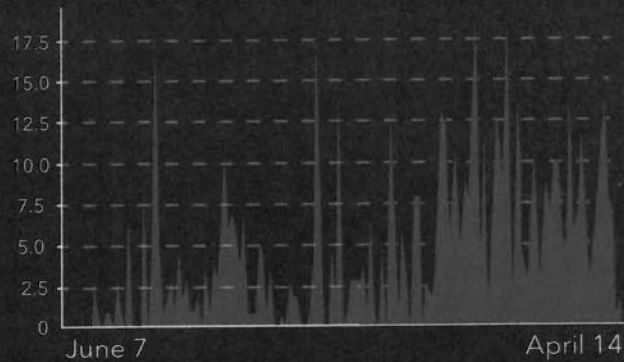
Violations by Hour

(total)



Violations Over Time

(date)

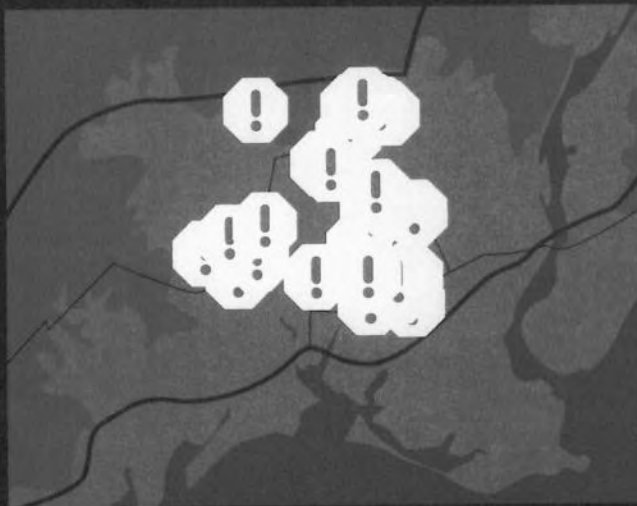


Top 5 Locations

Violations	Location
224	100 block of Davenport St in Bridgeport
91	300 block of Howard Ave in Bridgeport
55	400 block of Howard Ave in Bridgeport
33	1000 block of Madison Ave
32	900 block of Madison Ave in Bridgeport

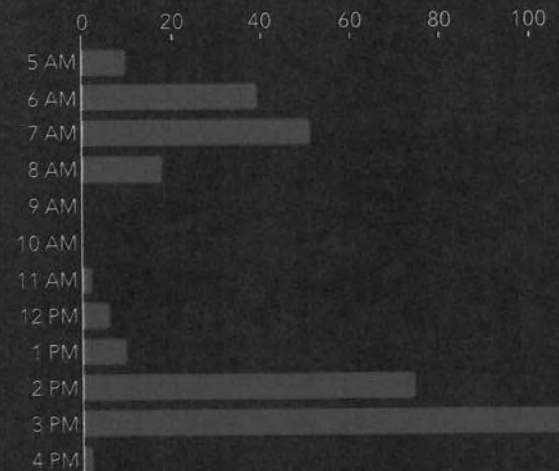
Details for Bus BPW116053

45 Unique Locations



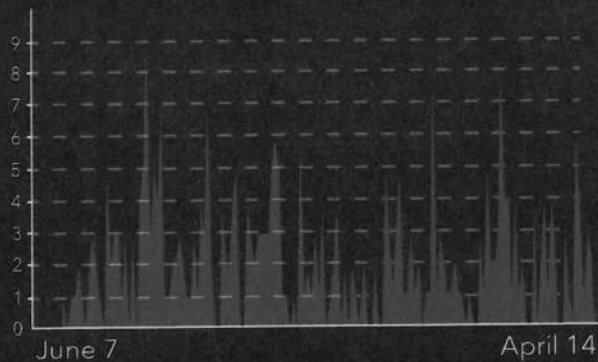
Violations by Hour

(total)



Violations Over Time

(date)



Top 5 Locations

Violations	Location
38	1100 Block of Capitol Ave in Bridgeport
26	2500 block of E Main St in Bridgeport
25	400 block of Huntington Turnpike
24	1300 block of North Ave
22	100 block of Read St in Bridgeport

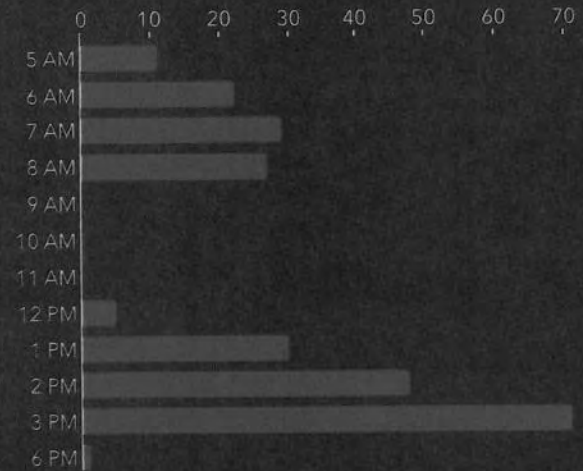
Details for Bus BPW206009

254 Unique Locations



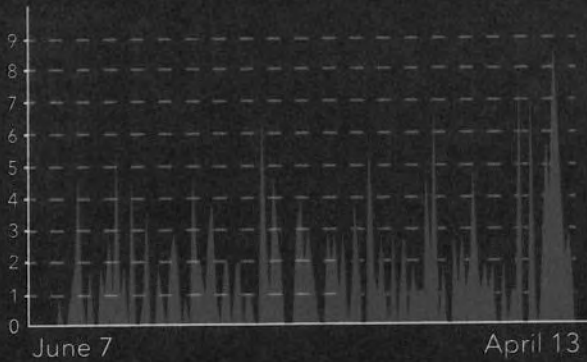
Violations by Hour

(total)



Violations Over Time

(date)



Top 5 Locations

Violations	Location
31	100 block of Davenport St in Bridgeport
10	2500 block of Fairfield Ave
6	500 block of Brewster St in Bridgeport
6	700 block of North Ave
6	4000 block of Main St

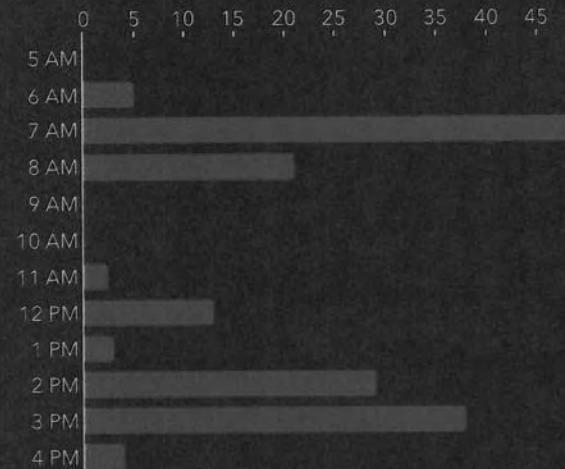
Details for Bus BPW116029

75 Unique Locations



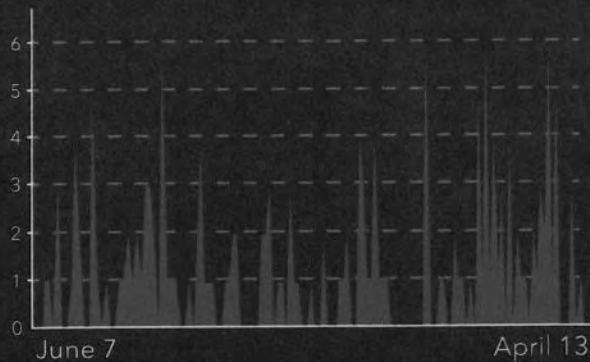
Violations by Hour

(total)



Violations Over Time

(date)

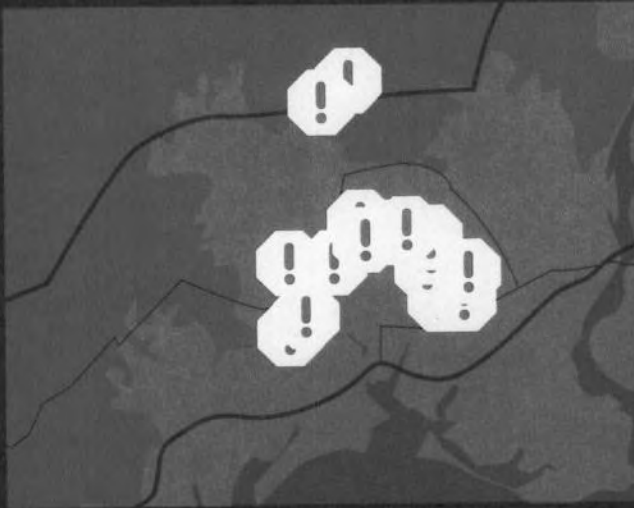


Top 5 Locations

Violations	Location
13	1300 block of Park Ave in Bridgeport
10	100 block of Mountain Grove St
9	1700 block of Fairfield Ave
9	700 block of Madison Ave in Bridgeport
8	1000 block of Madison Ave

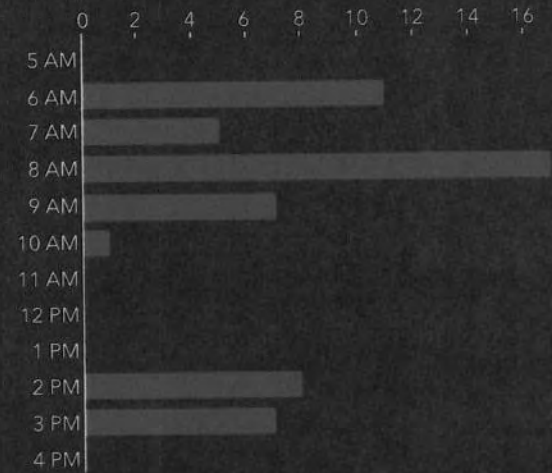
Details for Bus BPW611009

56 Unique Locations



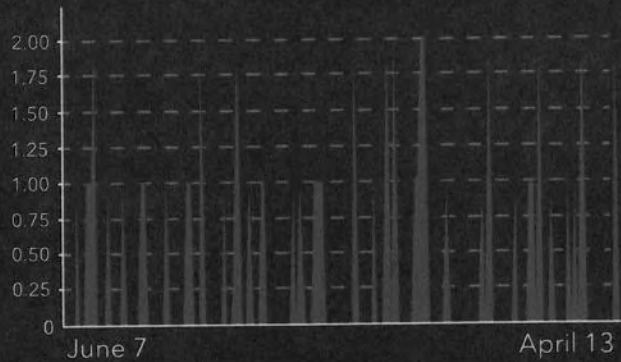
Violations by Hour

(total)



Violations Over Time

(date)



Top 5 Locations

Violations	Location
9	1000 block of Fairfield Ave
7	1100 block of Central Ave
6	100 block of Union Ave
5	600 block of Stillman St
4	400 block of Union Ave

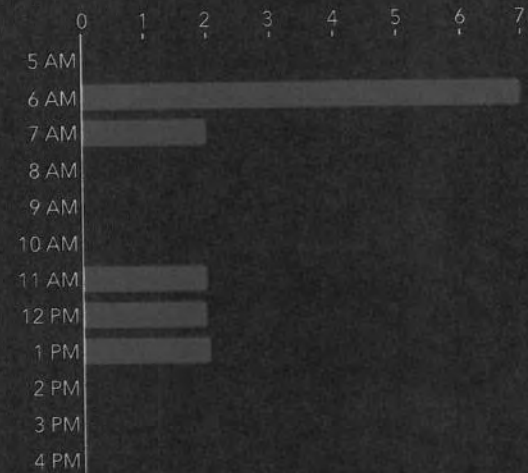
Details for Bus WCD1043

7 Unique Locations



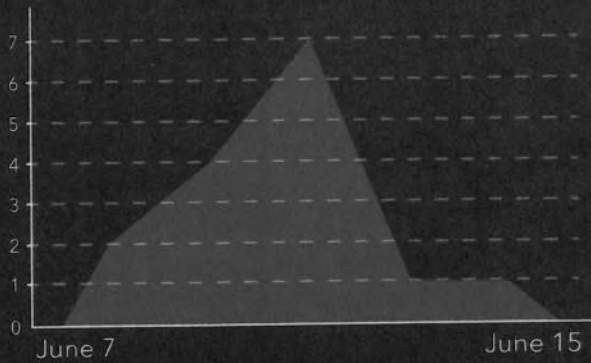
Violations by Hour

(total)



Violations Over Time

(date)



Top 5 Locations

Violations	Location
6	100 block of Davenport St
2	500 block of Brewster St
2	900 block of State St
2	1000 block of Madison Ave
1	1900 block of Madison Ave

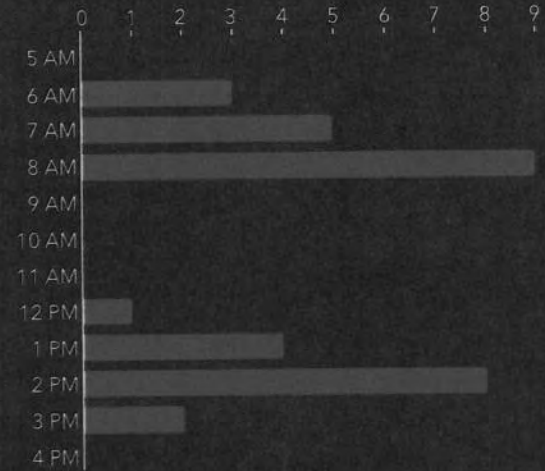
Details for Bus BPW301004

19 Unique Locations



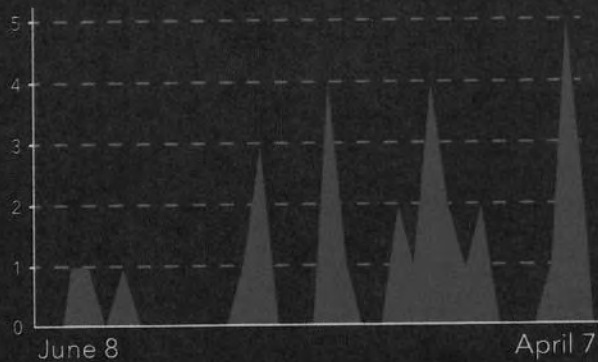
Violations by Hour

(total)



Violations Over Time

(date)



Top 5 Locations

Violations	Location
6	1100 block of North Ave
2	500 block of Beechmont Ave
2	4100 block of Park Ave
2	1100 block of Central Ave
1	100 block of Davenport St

Appendix: Overview per Week

Violations per Week

Week	Total Violations	Average per Bus	Average per Weekday	Average per Bus per Weekday
Jun/6/21-Jun/12/21	26	3.3	5.2	0.7
Jun/13/21-Jun/19/21	24	3.0	4.8	0.6
Jun/20/21-Jun/26/21	2	2.0	0.4	0.4
Jun/27/21-Jul/3/21	19	19.0	3.8	3.8
Jul/4/21-Jul/10/21	4	4.0	0.8	0.8
Jul/11/21-Jul/17/21	27	6.8	5.4	1.4
Jul/18/21-Jul/24/21	25	8.3	5.0	1.7
Jul/25/21-Jul/31/21	2	1.0	0.4	0.2
Aug/1/21-Aug/7/21	0	0	0	0
Aug/8/21-Aug/14/21	0	0	0	0
Aug/15/21-Aug/21/21	0	0	0	0
Aug/22/21-Aug/28/21	4	0.7	0.8	0.1
Aug/29/21-Sep/4/21	108	15.4	21.6	3.1
Sep/5/21-Sep/11/21	54	7.7	10.8	1.5
Sep/12/21-Sep/18/21	88	12.6	17.6	2.5
Sep/19/21-Sep/25/21	85	12.1	17.0	2.4
Sep/26/21-Oct/2/21	50	7.1	10.0	1.4
Oct/3/21-Oct/9/21	66	9.4	13.2	1.9
Oct/10/21-Oct/16/21	55	6.9	11.0	1.4
Oct/17/21-Oct/23/21	73	10.4	14.6	2.1

Oct/24/21-Oct/30/21	55	7.9	11.0	1.6
Oct/31/21-Nov/6/21	42	6.0	8.4	1.2
Nov/7/21-Nov/13/21	41	5.9	8.2	1.2
Nov/14/21-Nov/20/21	62	7.8	12.4	1.6
Nov/21/21-Nov/27/21	22	3.7	4.4	0.7
Nov/28/21-Dec/4/21	79	11.3	15.8	2.3
Dec/5/21-Dec/11/21	54	7.7	10.8	1.5
Dec/12/21-Dec/18/21	61	7.6	12.2	1.5
Dec/19/21-Dec/25/21	34	4.9	6.8	1.0
Dec/26/21-Jan/1/22	0	0	0	0
Jan/2/22-Jan/8/22	10	1.4	2.0	0.3
Jan/9/22-Jan/15/22	113	14.1	22.6	2.8
Jan/16/22-Jan/22/22	48	6.0	9.6	1.2
Jan/23/22-Jan/29/22	45	5.6	9.0	1.1
Jan/30/22-Feb/5/22	62	7.8	12.4	1.6
Feb/6/22-Feb/12/22	81	10.1	16.2	2.0
Feb/13/22-Feb/19/22	70	10.0	14.0	2.0
Feb/20/22-Feb/26/22	51	7.3	10.2	1.5
Feb/27/22-Mar/5/22	114	14.3	22.8	2.9
Mar/6/22-Mar/12/22	104	14.9	20.8	3.0
Mar/13/22-Mar/19/22	78	9.8	15.6	2.0
Mar/20/22-Mar/26/22	75	9.4	15.0	1.9
Mar/27/22-Apr/2/22	100	12.5	20.0	2.5
Apr/3/22-Apr/9/22	115	14.4	23.0	2.9
Apr/10/22-Apr/16/22	40	5.7	8.0	1.1



April 20, 2022

RE: BusPatrol Letter of Support

To Whom it May Concern,

For over five decades, WE Transport Inc. has provided safe student transportation to communities. Safety is always a priority, and we welcome new technologies and approaches that improve safety for students and school bus drivers.

Motorists illegally pass stopped school buses more than an estimated 17 million times a year across the United States. Through our participation in Suffolk County NY's stop-arm enforcement program, we have witnessed these dangerous violations exceed what law enforcement has ever been able to witness or enforce. We believe the best way to effectively enforce the law and curb dangerous driver behavior around school buses is to adopt automated enforcement technology on every bus in the school fleet.

WE Transport Inc. has worked closely with BusPatrol since 2020 as part of the Suffolk County School Bus Safety Program on Long Island, New York. Through our participation in Suffolk County's program, BusPatrol has demonstrated a consistent commitment to safety, quality, and integrity while outfitting entire school bus fleets with modern technology.

Our experience working with BusPatrol has been seamless. Everyone at BusPatrol shares a high level the of dedication to its safety mission and is incredibly helpful and responsive. BusPatrol makes this a true partnership, with the municipality, operator, school district, and law enforcement agency joining forces to tackle this issue and make roads safer for our children.

It is no surprise that BusPatrol is the most deployed stop-arm camera program provider in North America. The company is entirely focused on stop-arm safety and has developed a proven methodology to manage operator assets, while deploying and maintaining equipment throughout the life of the program.

We strongly support BusPatrol's efforts to manage Bridgeport's stop-arm camera program and ask you to consider BusPatrol as your partner to help make Bridgeport's roads safer. Please do not hesitate to contact me should you have any questions.

Sincerely,

Robert Quinn
Chief Operations Officer-New York
WE Transport Inc.
75 Commercial Street
Plainview, NY 11803
514-349-8200 EXT 1159
www.wetransport.com

"Generations of Safety"
www.wetransport.com



MNX059224— RFP - School Bus Camera Program
RFP Opening: 2PM Thursday, April 21, 2022

Exhibit B

SUBMISSION FORM

Company Name: BusPatrol America LLC
Address: 8540 Cinder Bed Road, Suite 400, Lorton, VA 22079
Phone Number: 718-980-8423
Contact: Jean Souliere Email: jean@buspatrol.com

Installation (Vendor to provide all necessary supplies and equipment)	<table border="0"> <tr> <td>\$ <u>n/a</u></td> <td>\$ <u>See Pricing Proposal</u></td> </tr> <tr> <td><small>numeric</small></td> <td><small>written sum</small></td> </tr> </table>	\$ <u>n/a</u>	\$ <u>See Pricing Proposal</u>	<small>numeric</small>	<small>written sum</small>
\$ <u>n/a</u>	\$ <u>See Pricing Proposal</u>				
<small>numeric</small>	<small>written sum</small>				
Operation	<table border="0"> <tr> <td>\$ <u>n/a</u></td> <td>\$ <u>See Pricing Proposal</u></td> </tr> <tr> <td><small>numeric</small></td> <td><small>written sum</small></td> </tr> </table>	\$ <u>n/a</u>	\$ <u>See Pricing Proposal</u>	<small>numeric</small>	<small>written sum</small>
\$ <u>n/a</u>	\$ <u>See Pricing Proposal</u>				
<small>numeric</small>	<small>written sum</small>				
Maintenance	<table border="0"> <tr> <td>\$ <u>n/a</u></td> <td>\$ <u>See Pricing Proposal</u></td> </tr> <tr> <td><small>numeric</small></td> <td><small>written sum</small></td> </tr> </table>	\$ <u>n/a</u>	\$ <u>See Pricing Proposal</u>	<small>numeric</small>	<small>written sum</small>
\$ <u>n/a</u>	\$ <u>See Pricing Proposal</u>				
<small>numeric</small>	<small>written sum</small>				



BUSPATROL

THANK YOU

FOR THIS OPPORTUNITY TO SERVE
THE CITY OF BRIDGEPORT!

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

999 Broad Street

Bridgeport, CT 06604-4328

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

CITY ATTORNEY

Mark T. Anastasi

DEPUTY CITY ATTORNEY

John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Michael C. Jankovsky

Richard G. Kascak, Jr.

Bruce L. Levin

Debra Garskof

James T. Maye

John R. Mitola

Lawrence A. Ouellette, Jr.

Dina A. Scalo

Eroll V. Skyers



22 JUN 29 PM 4:15
MARTINEZ

June 29, 2022

Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
Office of the City Clerk
City Hall
45 Lyon Terrace
Bridgeport, CT 06604

Re: Proposed State Lobbyist Services Agreement with the Reynolds Strategy Group, LLC

Dear City Clerk Martinez:

Kindly place the above-referenced matter on the July 5, 2022 City Council Agenda FOR REFERRAL TO THE COMMITTEE ON CONTRACTS. Twenty-five (25) copies of this transmittal letter and the proposed Agreement will be hand delivered to the City Clerk's Office.

Please add Attorney Kevin Reynolds of the Reynolds Strategy Group, LLC ("Reynolds") to the notice list for the July 12, 2022 Contracts Committee meeting, as a representative(s) of Reynolds will be in attendance to discuss the proposed contract, as well as the Council's legislative concerns and priorities.

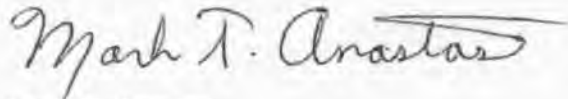
As the Council is aware, the Reynolds Strategy Group is the City's current lobbying firm. The prior agreement term concludes on June 30, 2022. The proposed successor agreement is for the two (2) fiscal years 2022-2023 and 2023-2024. The fee for each contract year will remain at the current \$45,00.00 per annum.

It is respectfully recommended that the Contracts Committee at its July 12, 2022 meeting consider adoption of the following proposed motion:

"MOTION TO APPROVE and to affirmatively recommend back to the full City Council the proposed State Lobbying Services Agreement between the City of Bridgeport and the Reynolds Strategy Group, LLC, and to authorize and approve the Mayor to execute such agreement on behalf of the City."

Thank you for your consideration and assistance.

Very truly yours,

A handwritten signature in cursive script that reads "Mark T. Anastasi". The signature is written in dark ink and is positioned above the printed name.

Mark T. Anastasi

City Attorney

cc: Mayor Joseph G. Ganim
Aidee Nieves, City Council President
Daniel Shamas, Chief of Staff
Janene Hawkins, CAO
Thomas Gaudett, Aide to the Mayor for Operations & Constituency Services
Kevin N. Reynolds, Esq.

STATE LOBBYING SERVICES AGREEMENT

By this Agreement entered into on or about August 2022 between Reynolds Strategy Group, LLC (hereinafter referred to as "Consultant") and the City of Bridgeport (hereinafter referred to as "CITY"), the Parties agree as follows:

Scope of Work

Consultant will provide the following services:

1. Work with CITY officials on a needs assessment to identify priority interests and other areas of concern vis-à-vis the State of Connecticut (State). Review recent grant requests, funding status of projects and hold an in-depth discussion of potential funding opportunities. Develop a set of specific CITY objectives for State legislative sessions, including any reauthorizing legislation and any specific funding mechanisms for current projects.
2. Provide consultation to the CITY on potential funding available from, and contacts with, the State government; particularly but not limited to, the Departments of Economic and Community Development (DECD), Department of Transportation (DOT), Department of Energy and Environmental Protection (DEEP), and Office of Policy and Management (OPM), as well as the Governor's Office and the various State Commissioners, as needed.
3. Develop with the CITY a set of specific State funding targets for projects; and monitor the activities to secure these targets.
4. Advise the CITY on how to work most effectively with the Connecticut Legislature and the staffs of the appropriate legislative committees to secure State appropriations and grants for projects of special interest to the CITY.
5. Assist in briefing the staffs of the State legislative Appropriations Committees and Bond Commission on the merits of appropriations for any funding requests for the CITY.
6. Assist in preparing and scheduling testimony, correspondence and written briefing materials by local officials in support of CITY legislation and requests initiated by the CITY or otherwise likely to impact the CITY's legal, financial, and/or operational interests.
7. Work with officials of the CITY and (upon the CITY's request) of non-profit agencies that apply for funds from the State government in order to have a coordinated listing of all requests and a managed plan to be successful in bringing additional funding to projects that will benefit the CITY.
8. Provide any additional consultation to the CITY on an as-needed basis. The Consultant shall advise, counsel, and represent the CITY in pursuing and opposing legislative initiatives and grant applications and awards at the State level in Hartford, CT and regional offices. The Consultant shall assist the CITY in preparing its State legislative, executive, and administrative agendas and shall strategize with the CITY on an ongoing basis as requested. The Consultant

shall identify topics and areas of need to State legislators serving the CITY, pertinent legislative leaders and committee chairs, and CITY Administrative officials.

The Consultant shall perform ministerial and discretionary functions, such as: prepare letters and verbal and written testimony; arrange and schedule appointments; monitor legislative, executive, and administrative activity; and communicate effectively with the CITY and its elected and appointed officials and their staff, as well as those interest groups identified by the CITY as sharing specific interests with the City, all in furtherance of the CITY's governmental agenda as determined by the City Administration.

Term of Contract

Pursuant to Bridgeport Code of Ordinances, § 3.08.070 – *Purchasing Procedure* at subsection B. *General Provisions* . . . 6. *Contract term*, the term of this contract will be for the two (2) fiscal years 2022-2023 and 2023-2024, provided funding has been appropriated for said purpose.

Cost of Services

The fee will be \$45,000 total annually; payable in four (4) equal installments of \$11,250 each, due quarterly in arrears: on or about September 30th; December 31st; March 31st and June 30th.

Additional charges may be only for pre-approved direct expenses for travel, lodging, and meals.

Miscellaneous Provisions

A. *Confidentiality*. The Consultant will keep confidential all strategies and policies. Policies will not be presented to anyone in the private sector, government officials or the news media without the CITY'S prior approval.

B. *Conflicts*. The Consultant will not pursue objectives of other clients that conflict with the CITY objectives. Potential conflicts that arise will be immediately disclosed to the CITY and proper conflict avoidance measures undertaken.

C. *Governing Law*. This Agreement shall be governed by the laws of the STATE, both as to interpretation and performance.

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

REYNOLDS STRATEGY GROUP, LLC.

CITY OF BRIDGEPORT

By: _____

By: _____

Its Chief Exec. Officer, Duly Authorized

Joseph P. Ganim
Its Mayor, Duly Authorized

Dated: _____

Dated: _____

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, CT 06604-4328

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

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
Debra Garskof
James T. Maye
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers



June 30, 2022

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

Re: Communication from City Attorney re: Proposed State Lobbyist Services Agreement with Reynolds Strategy Group, LLC

Dear Honorable City Council Members:

Kindly be reminded that the above-referenced matter has been submitted to the City Council for referral to the Committee on Contracts at the City Council's July 5, 2022 meeting.

BELOW is the submission data required pursuant to City Council Rule XIII, Section 15:

a. Submission Title

State Lobbying Services Agreement between the Reynolds Strategy Group, LLC and the City of Bridgeport for fiscal years '23 and '24.

b. Submitting Entity

Office of the City Attorney - on behalf of the City Administration.

c. Contact Person

Mark T. Anastasi, Esq.
cellphone and text messages: (203) 673-7218
email: Mark.Anastasi@bridgeportct.gov

d. Approval Deadline

August 1, 2022 City Council meeting, if possible.

e. Matter Summary

This submission is a two (2) fiscal year State lobbying services contract with the City's current lobbying firm – Reynolds Strategy Group, LLC. The annual fee for this proposed agreement remains at \$45,000 per annum, which is the same as for the prior agreement with this same firm.

Professional lobbyist representation provides the City, its Administration, local legislative body and legislative delegation with able representation and valuable assistance in its dealings with the Governor's Office, the CT General Assembly, Bond Commission and various State agencies and offices.

f. City Council Action Requested

Vote to approve the proposed Agreement between Reynolds Strategy Group, LLC, and the City; and to authorize and empower the Mayor to execute such agreement on behalf of the City.

g. Financial Impact Analysis

The cost to the City for this proposed agreement is \$45,000 per annum; to be paid from funds expressly appropriated for such purpose in the FY 2022-2023 annual operating budget.

There will be a material positive financial impact to the City from this Agreement resultant from the value added by having a dedicated and highly experienced lobbying team representing the business and financial interests of the City with the State government in Hartford.

h. Funding Budget-Line

The \$45,000 for FY '23 will be paid from the annual operating budget through the CAO's Office - *Other Services line*, object code #56180.

In accordance with BPT Code of Ordinances, Sec. 3.08.140 no fees shall be paid by the City for lobbying unless funds have been expressly appropriated and identified for such purpose within the adopted budget. Therefore, the second year of the agreement is expressly dependent upon the City Council budgeting \$45,000 to fund this agreement for FY '24.

i. Proposed Motion

“NOW THEREFORE BE IT RESOLVED that:

1. The Mayor is authorized and empowered to execute on behalf of the City the proposed State Lobbyist Services Agreement with Reynolds Strategy Group, LLC for the term covering Fiscal Years '23 and '24.
2. Further, the Mayor is authorized and empowered to execute the one (1) year extension of the prior lobbying services agreement for FY '22 and the Finance Director is authorized and empowered to pay to the Reynolds Strategy Group, LLC for services rendered the \$45,000 that the City Council budgeted for FY '22.

Thank you for your assistance in this matter.

Very truly yours,

/s/ Mark T. Anastasi

Mark T. Anastasi

City Attorney

Cc: Joseph P. Ganim, Mayor

Lydia Martinez, City Clerk

Frances Ortiz, Asst. City Clerk

Janene Hawkins, CAO

Daniel Shamas, Chief of Staff

Kenneth Flatto, Finance Dir.

Nestor Nkwo, OPM Dir.

Thomas Gaudett, Mayor's Office

Item# *90-21 Consent Calendar

Proposed Amendment to the Municipal Code of Ordinances,
Chapter 10.20 - Towing, amend Section 10.20.100 -
Qualified Towers - Personnel.



**Report
of
Committee
on
Ordinance**

City Council Meeting Date: July 5, 2022

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

22 JUN 20 AM 11:31



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *90-21 Consent Calendar

Amendment to the Municipal Code of Ordinances

10.20.100 - Qualified Towers – Personnel

NOW, THEREFORE BE IT HEREBY ORDAINED by the City Council that, effective upon publication, the following amendment in Exhibit A be made a part of Chapter 10.20.100 of the Municipal Code of Ordinances.

EXHIBIT A

10.20.100 - Qualified towers—Personnel.

- A. Tower shall provide and update monthly as to any changes to a list of all its employees including a photocopy of the Connecticut motor vehicle operator's license and Social Security number.
- B. All tow truck operators must:
 1. Be at least eighteen (18) years of age;
 2. Possess the requisite valid Connecticut motor vehicle operator's license;
 - ~~3. Have no felony conviction;~~
 - ~~4~~ 3. Be physically fit for the proper and safe operation of tow trucks;
 - ~~5~~ 4. Be a competent operator of the tow truck, and be knowledgeable with the motor and mechanical features of the tow truck and may be required to demonstrate such skills upon demand by the chief of police.

(Ord. dated 3/2/92 § 6.5)



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Ordinances
Item No. *90-21 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ORDINANCES

Marcus A. Brown, Co-Chair

Rosalina Roman-Christy, Co-Chair

Ernest E. Newton, II

Michelle A. Lyons

Aikeem G. Boyd

Maria I. Valle

Jorge Cruz, Sr.

City Council Date: July 5, 2022

July 5, 2022

City Clerk's Office
45 Lyon Terrace
Bridgewater, CT 06604

Re: I Item # 90-21 Amendment of BPT Code of
Ordinances Ch. 10.20 Towing, amend Sec. 10.20.100
- Qualified Towing Personnel.

Dear City Attorney and pursuant to Charter, Ch 5,
Sec. 9(c) the Office of the City Attorney has
reviewed the above-referenced proposed ordinance
amendment for form and legality and find it
appropriate as amended for adoption.

Very truly yours,

Mark T. Anatra
City Attorney

cc: Mayor Joseph P. Ganin

22 JUL -6 AM 11:01

Item # *69-21 Consent Calendar

Grant Submission re: Department of Homeland Security
Federal Emergency Management Agency (FEMA) FY 2021
Hazard Mitigation Assistance Grants - Flood Mitigation
Assistance (FMA) and Building Resilient Infrastructure and
Communities (BRIC). (#22476)



Report
of
Committee
On

CEED and Environment

City Council Meeting Date: July 5, 2022

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

Approved by: _____
Joseph P. Garim, Mayor

Date Signed: _____

Please Note:

Mayor didn't sign report.

22 JUL 20 AM 11:31



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *69-21 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
Department of Homeland Security Federal Emergency Management Agency (FEMA)
FY 2021 Hazard Mitigation Assistance Grants
Flood Mitigation Assistance (FMA)
and Building Resilient Infrastructure and Communities (BRIC) (#22476)**

WHEREAS, the Department of Homeland Security Federal Emergency Management Agency (FEMA) is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **FY 2021 Hazard Mitigation Assistance Grants – Flood Mitigation Assistance (FMA) and Building Resilient Infrastructure and Communities (BRIC)**; and

WHEREAS, funds under this grant would be used to implement project scoping activities at several key sites at risk of repetitive flood damage, including Rooster River, Oxbrook, Northeast, and Island Brook; and

WHEREAS, this project will result in the completion of a city-wide flood control study, including public outreach, conceptual design, and cost analysis, preparing the City to apply for future funding opportunities to begin implementing flood control projects; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Department of Homeland Security FEMA** to fund these project scoping activities;

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 **Department of Homeland Security FEMA** for the purpose of its **FY 2021 Hazard Mitigation Assistance Grants – Flood Mitigation Assistance (FMA) and Building Resilient Infrastructure and Communities (BRIC)**.
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **Department of Homeland Security FEMA** and to provide such additional information and execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut
Office of the City Clerk

Committee on ECD and Environment
Item No. *69-21 Consent Calendar

-2-

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

Maria I. Valle, *Co-Chair*

Scott Burns, *Co-Chair*

Rosalina Roman-Christy

Michelle A. Lyons

Mary A. McBride-Lee

Tyler Mack

Rolanda Smith



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *81-21 Consent Calendar

RESOLUTION AUTHORIZING THE ESTABLISHMENT OF THE UPPER EAST SIDE NEIGHBORHOOD REVITALIZATION ZONE AND ITS BOUNDARIES

WHEREAS, pursuant to *Connecticut General Statute, Chapter 118, Section 7-600 through Section 7-619, Neighborhood Revitalization Zones* (the "**Statute**"), the State of Connecticut established that a municipality may, by an act of its legislature, establish a Neighborhood Revitalization Zone ("NRZ") to encourage redevelopment; and

WHEREAS, the Statute establishes a model for the economic revitalization of neighborhoods where a significant number of properties are foreclosed, abandoned, blighted, substandard or pose a public safety hazard; and

WHEREAS, the Statute contemplates that groups of residents, property owners, and business organizations in particularly distressed neighborhoods will develop strategic plans and work collaboratively with local, state, and federal governments to revive the area; and

WHEREAS, the Statute allows the municipality to establish one or more Neighborhood Revitalization Zones and authorizes municipalities to rethink government procedures, rules, and regulations in order to build self-reliant communities; and

WHEREAS, on May 6, 1996, the City Council adopted *Resolution 111-95* to establish one or more Neighborhood Revitalization Zones and expressed the City's support for their redevelopment through authorities granted to the City by State Statute; and

WHEREAS, the Upper East Side neighborhood of Bridgeport is suffering from foreclosed, abandoned, vacant, and deteriorated properties; and

WHEREAS, three community meetings and several stakeholder meetings were held in the Upper East Side beginning in the fall of 2014 and continuing through February of 2015 for the purposes of gathering data and community input to develop a vision for the area; and

WHEREAS, as a result of these community meetings, the *Upper East Side Neighborhood Revitalization Zone Community Vision* (the "**Community Vision**"), attached hereto as **Exhibit A**, was finalized in May of 2015; and



City of Bridgeport, Connecticut

Office of the City Clerk

Committee on ECD and Environment
Item No. *81-21 Consent Calendar

-2-

WHEREAS, the Community Vision document establishes the appropriate boundaries for the Upper East Side Neighborhood Revitalization Zone (the “**Boundaries**”); and

NOW, THEREFORE BE IT RESOLVED that the City hereby establishes the Upper East Side Neighborhood Revitalization Zone with its Boundaries as per the attached Community Vision; and

BE IT FURTHER RESOLVED that the Office of Planning and Economic Development will provide assistance to the Upper East Side Neighborhood Revitalization Zone in creating a Strategic Plan once a Planning Committee consisting of area residents, property owners, and businesses is organized by neighborhood leaders.

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

City Council Date: July 5, 2022
Ref'd Back to Committee: July 5, 2022

Item# *89-21 Consent Calendar

Settlement of Pending Litigation in the Matter of
Cristina Costa v. Jansy Rodriguez, et al, Docket No.
FBT-CV-18-6077549-S.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: July 5, 2022

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note:
Mayor didn't sign report

22 JUL 20 AM 11:31



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 adoption the following resolution:

Item No. *89-21 Consent Calendar

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

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

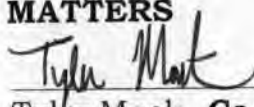
RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>Name</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Cristina Costa	Motor Vehicle Accident	Jonathan Perkins Perkins & Associates 965 Fairfield Avenue Bridgeport, CT 06605	\$39,000.00

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



Amy Marie Vizzo-Paniccia, **Co-Chair**



Tyler Mack, **Co-Chair**



Rolanda Smith

Alfredo Castillo



Aikeem G. Boyd

Matthew McCarthy

Wanda R. Simmons

City Council Date: July 5, 2022

Item# *101-21 Consent Calendar

Settlement of Pending Litigation in the Matter of John Gale v. City of Bridgeport.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: July 5, 2022

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Garim, Mayor

Date Signed:

Please Note:
Mayor didn't sign Report.

22 JUL 20 AM 11:31



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 adoption the following resolution:

Item No. *101-21 Consent Calendar

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

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

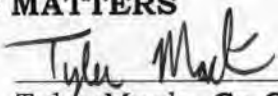
RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>Name</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
John Gale	Overtime Arrears	Attorney Thomas Bucci Willinger, Willinger & Bucci, P.C. 1000 Bridgeport Avenue Suite 501 Shelton, CT 06484	\$22,500.00

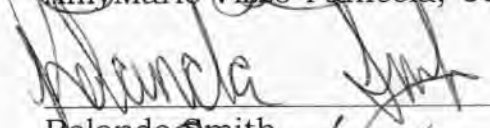
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



Amy Marie Vizzo-Paniccia, **Co-Chair**

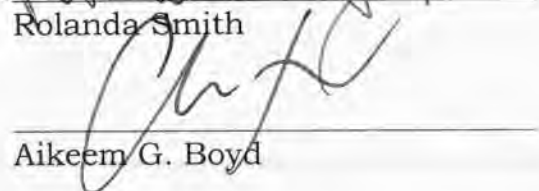


Tyler Mack, **Co-Chair**



Rolanda Smith

Alfredo Castillo



Aikeem G. Boyd

Matthew McCarthy

Wanda R. Simmons

City Council Date: July 5, 2022



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. 79-21 (Ref. #36-21)

**Resolution Authorizing the Amendment of Bridgeport Code of Ordinances
Chapter 12.16.245
In Relation to the
Shared Mobility Program**

WHEREAS, on September 16, 2019, the City Council of Bridgeport adopted Resolution 125-18, authorizing the City's Office of Planning and Economic Development ("OPED") to administer a Shared Mobility Pilot Program (the "Pilot") of shared bicycles, electric bicycles, and electric scooters until November 30, 2020 in furtherance of Plan Bridgeport Goal 1.1, which requires that the City work to "improve usage of transit and alternative modes of transportation;" and

WHEREAS, in establishing the Pilot, the Council authorized certain amendments to the *Bridgeport Code of Ordinances Chapter 12.16 – Street and Sidewalk Regulations*, per Item 123-18, approved September 16, 2019, and Item 194-19, approved December 7, 2020; and

WHEREAS, through a combination of feedback mechanisms, OPED has found that the Pilot, taking place between September 16, 2019, and December 31, 2021, indeed furthers *Plan Bridgeport Goal 1.1* by providing a quality alternative mobility option and increasing quality of life for Bridgeport residents; and

WHEREAS, equitable access led to 86,000 individual rides during the two-year Pilot, with one quarter of riders using the scooters to commute to work or school, and 9 out of 10 riders satisfied with the program; and

WHEREAS, the Council authorized certain amendments to the Bridgeport Code of Ordinances, Chapter 12.16 – STREET AND SIDEWALK USE REGULATIONS, per item 36-21, approved April 18, 2022 to make permanent and ongoing the Shared Mobility Program; and

WHEREAS, the Council adopted a resolution on April 18, 2022, per item 35-21, which authorized the Office of Planning and Economic Development (OPED) to administer the ongoing Shared Mobility Program; and

WHEREAS, the Bridgeport Code of Ordinances is the most appropriate location to authorize OPED to administer the Shared Mobility Program;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRIDGEPORT: Chapter 12.16 of the Municipal Code of Ordinances – Street and Sidewalk Use Regulations – is hereby amended as per the attached Exhibit A, with such amendment to be effective immediately.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
Item No. 79-21 (Ref. #36-21)

-2-

12.16.245 - Permit to Use City Streets and Sidewalks for the Shared Mobility Program.

- A. Permit Required. No person shall operate a Shared Mobility System, as defined by City Ordinance Chapter 10.32.010, for use in the City without first having obtaining approval from the Office of Planning and Economic Development.
- B. Filing of Application—Fee. Each applicant for approval to operate a Shared Mobility System, as defined by City Ordinance Chapter 10.32.010, shall file an application with the Director of the Office of Planning and Economic Development, **subject to terms and conditions established by said Director**, and pay a non-refundable fee in the amount of one thousand five hundred dollars (\$1,500.00) plus a Mobility Manager software maintenance fee to the City of Bridgeport upon application submission and by the first day of each subsequent calendar year. **A separate fee for use of City right-of-way shall be assessed quarterly.** Such applicant **and usage** fee revenue collected by the Office of Planning and Economic Development shall be deposited and accounted for in a City special revenue account used for Mobility Manager software costs and improving the City's bicycle infrastructure. **The Office of Planning and Economic Development shall administer the Shared Mobility Program, which shall include the establishment of fees, terms, and conditions, which may be amended from time to time, and such amendments shall be reported to the City Council.**
- C. Impoundment of Shared Mobility Devices. The Office of Planning and Economic Development shall create one or more shared mobility device pounds to which shared mobility devices may be removed at the direction of any police officer or parking enforcement officer for the city for caused specified below. The pounds to be created under this chapter shall be city-owned storage garages or such other appropriate city-owned places as shall be designated by the Office of Planning and Economic Development.
 1. Devices subject to impoundment:
 - (i) Those devices not removed by a Provider within the allotted time of a removal notice, specifically
 - a. In the event of extreme weather, emergencies, special events or for maintenance activities ("Event"), the owner of the device shall remove all devices from the Event area within ten hours of a notice by the Official;
 - b. When the number of devices deployed within a specific area is deemed excessive, the Provider must reduce its fleet in said area within four hours of receiving notice between 7:00 a.m. and 8:00 p.m., seven days per week. Any notice received outside of these hours will count as being received at 7:00 a.m. the next day;



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
Item No. 79-21 (Ref. #36-21)

-3-

- c. Devices deemed inoperable, unsafe, or otherwise failing to meet the standards identified in the application, which the Provider does not remove from the active fleet within two hours of receiving notice between 7:00 a.m. and 8:00 p.m., seven days per week. Any notice outside of these hours will count as being received at 7:00 a.m. the next day;
 - (ii) Those devices parked in violation of the application parking requirements or in one location for more than three consecutive days;
 - (iii) Those devices used in violation of any applicable local, state or federal law, rule, or regulation;
- 2. Impounding fee. Before the owner or representative of the owner of any device taken into custody in accordance with Section 1 hereof shall be allowed to secure the release of such device, the owner or its representative shall pay to the Office of Planning and Economic Development fifty dollars (\$50.00) per device. Such revenue collected by the Office of Planning and Economic Development shall be deposited and accounted for in a City special revenue account used for the sole purpose of improving the City's bicycle infrastructure.

(Ord. dated 12/7/20 , Exh. A; Ord. dated 9/16/19)



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
Item No. 79-21 (Ref. #36-21)

-4-



City Council Date: July 5, 2022
Tabled by Council: July 5, 2022