

AGENDA

CITY COUNCIL MEETING

MONDAY, OCTOBER 3, 2022

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: August 1, 2022

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 128-21** Communication from Police Department re: Proposed Master Terms Agreement with Getac Video Solutions Inc. from July 1, 2023 through June 30, 2028, referred to Contracts Committee.
- 129-21** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Mesa Greenidge – Docket No. FBT-CV-21-6111475-S, referred to Miscellaneous Matters Committee.
- 130-21** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Leopold Bamouni – Docket No. FBT-CV-21-6105768-S, referred to Miscellaneous Matters Committee.
- 131-21** Communication from Central Grants re: Grant Submission: United States Conference of Mayors – Childhood Obesity Prevention/Environmental Health and Sustainability Awards (#23305), referred to Economic and Community Development and Environment Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *126-21** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, amend Chapter 2.92 – Fair Housing Commission.
- *127-21** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, amend Chapter 2.94 – Fair Rent Commission.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *117-21** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection – Urban Act Grant – Ellsworth Field Improvements.
- *118-21** Economic and Community Development and Environment Committee Report re: Grant Submission: CT Department of Economic and Community Development – CT Communities Challenge (#23205, #23441 and #23891).
- *115-21** Miscellaneous Matters Committee Report re: Refund of Excess Payments – Lereta, LLC Re: 1839 Main Street.
- *121-21** Miscellaneous Matters Committee Report re: Settlement of Pending Arbitration in the Matter of the City of Bridgeport, et al vs. Bridgeport Housing Authority, et al re: Remaining Arbitration/Claim Against Excess Umbrella Carrier for Bridgeport Housing Authority/James River Insurance Company.
- *124-21** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Michael Franklin, Docket No. FBT-CV-20-6095498-S.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 3, 2022 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME	SUBJECT
1.) John Marshal Lee 30 Beacon Street Bridgeport, CT 06605	City Governance, Safety & Finances.
2.) Samuel Saunders 680 Ogden Street Bridgeport, CT 06608	Harassment displayed by City Council Woman Maria Pereira on Saturday, September 17, 2022/Fireside.
3.) Maria Pereira 206 Bradley Street Bridgeport, CT 06605	139 th City Council Vacancy, City Council Rules and Mayor's State of the City Address.

**CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
MONDAY, OCTOBER 3, 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 6:30 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, Samia Suliman
- 139th District: Ernest Newton

RECEIVED
CITY CLERKS OFFICE
22 OCT 12 AM 9:54
ATTEST
CITY CLERK _____

A quorum was present. Names in italics were not present. Council President Nieves announced that Council Members Burns, Herron, Lyons, and Roman-Christy were not present due to illness.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 3, 2022 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME

SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

City Governance, Safety & Finances.

Mr. Lee came forward and greeted the Council Members. He then read the following statement into the record:

Ladies and gentlemen of the Bridgeport City Council, I support your activity to REVITALIZE the governance for all the citizens with FAIRNESS, not in evidence for more than 15 years, and housing equality also for those attempting to build generational family wealth while living in this community.

If a hearing is held on the FAIR RENT ordinance proposed, can we raise some questions for consideration?

- Why is the amount/or level of rent the only stated purpose for this group? Why are actions of the Landlord, or failures to act, not a subject for public notice and decision? In contrast to Channel 12? Isn't rent amount relative to the services rendered while under a roof?
- Why are number of members cut to three from five?
- Will an evaluation of the performance of such members, by fellow members or other mechanism, be considered? Is presence, performance, experience, and demonstrated skill important to overall Board success?
- Has City Attorney approved the document as to Powers, Terms, Procedures, and Penalties specifically?
- Has consideration been provided as to which personnel, department, or otherwise will Staff this REVITALIZATION initiative after years of ignoring a responsibility? Where does the administration see such activity?

Likewise, if a hearing is held on the FAIR HOUSING ordinance proposed, may we submit comparable questions, where appropriate regarding Board member performance and City Attorney standing on Ordinance issues? Does the City at this time meet State requirements for meeting expectations on "affordable housing" reporting?

Does the proposed FAIR HOUSING COMMISSION, tasked as it is with requiring opportunity in housing and to "eliminate housing discrimination" robust enough to work within a community where HOUSING and RENTAL residences have been ignored, where there is no registry of "continued homelessness" as a priority for solution, and where there are examples of conflicted behavior on these subjects by those in office, elected or appointed? What is it worth to City Council members to know that you will be responsible for leveling the playing field for Bridgeport residents in 2022? With the construction of multi-family housing in the City, where do you seek out info on how many units are in City projects, how and where Section 8 vouchers are used throughout, and where pressure and disrespect rather than assistance is seen as a City agency response to WPCA, tax assessor, maintenance of lists of housing requests, and other housing issues? Time will tell.

Samuel Saunders
680 Ogden Street
Bridgeport, CT 06608

Harassment displayed by City Council
Woman Maria Pereira on Saturday,
September 17, 2022/Fireside.

Mr. Saunders came forward and greeted the Council Members. He then read the following statement into the record:

My name is Samuel Saunders and I am a resident of Bridgeport, for more than 20 years. I am the owner of Big Sam's Roadside Service, LLC for 18 years. For the past 6 months we have a contract with the City of Bridgeport's Housing Authority to remove cars from their properties without parking permits or illegally parked.

On Saturday, September 17, I was beginning to tow an unpermitted car from Fireside at 655 Palisades Avenue. A gentleman said that it was his daughter's car and he would get her to move it. In the meantime, Maria Pereira arrived and claimed "it was illegal" for me to tow the car. She made such a scene, I decided to cease the tow, leaving the car and when I attempted to leave, Maria Pereira jumped in front of my truck, which I braked and put in park, which caused the vehicle to rock slightly. She claimed I tried to hit her with my vehicle and called 9-1-1.

Maria Pereira, under the guise of her title of Council person, illegally called 9-1-1 where there was no crime. She held an illegal press conference and spread false allegations. She has made libelous claims against my business and caused the Housing Authority to suspend my contract. Additionally, she has caused me to fear working, myself or my staff throughout the City because she has distributed flyers and appeared on Channel 12 News claiming falsely that we are stealing. In doing this, she has committed at least 3 crimes.

Why is she not being stopped and continues to represent the Council while abusing its power. I feel a restraining order may be necessary to make this stop for myself and my business.

Maria Pereira
206 Bradley Street
Bridgeport, CT 06605

139th City Council Vacancy, City Council
Rules and Mayor's State of the City
Address.

Council Member Pereira came forward and stated that the City Charter Chapter 3, Section 2, regarding the Annual Report of the Mayor, it states: "In September of each year, the Mayor shall present an annual report showing the situation of the government, finances and improvements of the city of this chapter, to the city council." She asked where it required the Mayor to submit this report at a dinner. The presentation of the report took place at a dinner that cost \$75.00 to attend. The taxpayers and residents of the City should not have to pay \$75.00 to hear the Annual Report. She then listed a number of financial figures that the City budget encompasses including the 100% of cost of police, fire and emergency personnel.

Council Member Pereira then read a portion of the City Charter Chapter 5, Section 1 (d) – "No person shall be elected to fill a vacancy on the city council unless he/she is a resident and registered voter of the city and is a member of the same political party as the person vacating such office. No person shall be elected to fill a vacancy in the office of any council member

unless he/she is also a resident and registered voter in the same council district as the person vacating such office.”

She went on to state that the Charter did not mention having a political organization like the DTC or RTC selecting a replacement for a vacancy. It does not mention the DTC or RTC, which are political organizations having a role in this. The notion that the DTC can suggest a candidate is a false narrative.

Council Member Pereira then stated that the proposed candidate has a conviction and was notorious and spiteful. She added that the last time a candidate from the 138th won was in 2013. She then expressed her opinion of the proposed candidate, Eneida Martinez, who she claimed was facing 11 criminal charges. She concluded her remarks by saying that Bridgeport doesn't need any one from the outside to give them a black eye because they were so good in giving themselves a black eye.

She concluded her remarks by saying that Mr. Saunders was being investigated by the police.

Ernest Newton

190 Read Street
Bridgeport, CT 06607

Council Member Newton came forward and said that he totally disagreed with Council Member Pereira. He said that in the past, there had been a gentleman's understanding that the Town Committee would be elected by the people and furthermore, it has been the past practice of the Council to respect the Town Committee's recommendation of a candidate for a vacant Council seat. It cannot be handled both ways.

Council Member Newton said that he had lived in his home for many years and had never witnessed something being changed on a whim. It is shameful that someone would stand before the Council and criticize residents. Council members are elected by the people as are the Town Committee members. If the Council Members were elected at large by the entire City of Bridgeport, the results might be different, but the Districts elect their representatives. He repeated that he was opposed to what Council Member Pereira said. While Council Members may not like certain other Council Members, it is not their job because their job is to work for the residents.

Charles Treadway, III

75 Fireside, Stewart Street
Bridgeport, CT

Fireside Town

Mr. Treadway came forward and said that he resides at the Fireside located on Stewart Street. On August 12th, there was a resident meeting for those who live in the community. He said that the Park City Communities was going to institute a new policy regarding a proper registration and

insurance. Only 30 residents showed up. The residents that have family members who come to visit should have their vehicles registered. He said that his vehicle had been hit by a Fireside squatter who was driving an unregistered, uninsured vehicle and was still trying to recover from his injuries. There are problems with drug dealers and other issues. They do not need more problems created by politicians coming on the property.

Helen Olga Losak
304 Bradley Street
Bridgeport, CT 06610

Apology

Ms. Losak came forward and greeted the Council Members. She said that she was a teacher at Victoria Soto School. Ms. Losak then said that Psychology Today defines an apology as an admission of error or discourtesy accompanied by an expression of regret. An apology has the ability to disarm others of the anger and to prevent further misunderstandings. People who cannot apologize often have such deep feelings of low self-worth that their fragile egos cannot absorb the blow of admitting they were wrong.

A good apology not only heals the first injury but strengthens the relationship between people. In contrast, the failure to make an apology when one is called for often causes more damage than the initial hurt – because it expands the breach between the two of you. When you don't apologize, you only make things worse.

Stephen Nelson
24A Stone Ridge Road
Bridgeport, CT

Community Issues

Mr. Steven Nelson came forward and said that he was not present as a Housing Commissioner. He is a born and raised Bridgeport resident. He said that people should take a piece of paper and crumble it up and then try to smooth it out again. Before saying something hurtful, it pays to think about what is going to be said.

He repeated that he was not present to speak on behalf of the Housing Commission. He said that there would be a formal response from the Commission.

Mr. Nelson said that he did not agree with everything that was said, but he felt that people need to see the better side of everyone else. Trumbull Gardens is having parking issues, along with all the other housing communities. When people leave abandoned cars or have unregistered vehicles on the property, they have to deal with them. He said that he did not know Mr. Saunders, but Mr. Nelson was previously a District leader for the 136th District. They will talk about the problem but they will not be disrespectful to the community.

ADJOURNMENT

Council President Nieves closed the Public Speaking Session at 7:03 p.m.

Respectfully submitted,

Telesco Secretarial Services

**CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, OCTOBER 3, 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 7:03 p.m.

PRAYER

Council Member Hodges led those present in prayer.

PLEDGE OF ALLEGIANCE

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

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, Samia Suliman
139th District: Ernest Newton

A quorum was present. Names in italics did not respond when called. It was announced that Council Members Burns, Herron, Lyons, and Roman Christy were not present due to illness.

Council Member Vizzo-Paniccia requested a moment of silence for a very dedicated, retired Bridgeport Police Officer Nelson Gonzalez. She stated that Nelson Gonzalez was a husband to Josie, a father, a grandfather, a great-grandfather and a Friend. Nelson died on September 25th, 2022 and was laid to rest this morning, October 3, 2022.

I ask that you take a moment of silence, for Nelson to Rest in Peace and ask GOD TO BLESS and watch over his family. Thank you.

AmyMarie Vizzo-Paniccia Councilwoman, 134th District. (Family Friend)

Council Member Newton requested a moment of silence for former Council Member Julian Braxton, who passed away on September 20, 2022.

Council Member Newton also noted that Council Member McBride-Lee's sister had passed away recently.

Those present in the Chambers then were silent in memory of the various individuals who had recently died.

APPROVAL OF MINUTES:

• **August 1, 2022**

**** COUNCIL MEMBER BROWN MOVED THE MINUTES OF THE AUGUST 1, 2022 MEETING.**

**** COUNCIL PRESIDENT NIEVES SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF THE AUGUST 1, 2022 MEETING AS SUBMITTED PASSED WITH FOURTEEN (14) IN FAVOR (MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, VIZZO-PANICCIA, MCBRIDE-LEE, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

128-21 Communication from Police Department re: Proposed Master Terms Agreement with Getac Video Solutions Inc. from July 1, 2023 through June 30, 2028, referred to Contracts Committee

129-21 Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Mesa Greenidge – Docket No. FBT-CV-21-6111475-S, referred to Miscellaneous Matters Committee.

130-21 Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Leopold Bamouni – Docket No. FBT-CV-21-6105768-S, referred to Miscellaneous Matters Committee.

131-21 Communication from Central Grants re: Grant Submission: United States Conference of Mayors – Childhood Obesity Prevention/Environmental Health and Sustainability Awards (#23305), referred to Economic and Community Development and Environment Committee.

**** COUNCIL MEMBER NEWTON MOVED TO REFER THE FOLLOWING ITEMS TO THE APPROPRIATE COMMITTEES:**

128-21 COMMUNICATION FROM POLICE DEPARTMENT RE: PROPOSED MASTER TERMS AGREEMENT WITH GETAC VIDEO SOLUTIONS INC. FROM JULY 1, 2023 THROUGH JUNE 30, 2028, REFERRED TO CONTRACTS COMMITTEE

129-21 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF MESA GREENIDGE – DOCKET NO. FBT-CV-21-6111475-S, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

130-21 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF LEOPOLD BAMOUNI – DOCKET NO. FBT-CV-21-6105768-S, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

131-21 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: UNITED STATES CONFERENCE OF MAYORS – CHILDHOOD OBESITY PREVENTION/ENVIRONMENTAL HEALTH AND SUSTAINABILITY AWARDS (#23305), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

**** COUNCIL MEMBER SMITH SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***126-21** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, amend Chapter 2.92 – Fair Housing Commission.

***127-21** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, amend Chapter 2.94 – Fair Rent Commission.

***117-21** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection – Urban Act Grant – Ellsworth Field Improvements.

***118-21 Economic and Community Development and Environment Committee Report re: Grant Submission: CT Department of Economic and Community Development – CT Communities Challenge (#23205, #23441 and #23891).**

***115-21 Miscellaneous Matters Committee Report re: Refund of Excess Payments – Lereta, LLC Re: 1839 Main Street.**

***121-21 Miscellaneous Matters Committee Report re: Settlement of Pending Arbitration in the Matter of the City of Bridgeport, et al vs. Bridgeport Housing Authority, et al re: Remaining Arbitration/Claim Against Excess Umbrella Carrier for Bridgeport Housing Authority/James River Insurance Company.**

***124-21 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Michael Franklin, Docket No. FBT-CV-20-6095498-S.**

Mayor Ganim asked if any member of the Council would like to remove an item from the Consent Calendar.

Council Member Pereira requested Agenda Item 118-21, 115-21, 121-21 and 124-21 be removed from the Consent Calendar. City Clerk Martinez read the remaining items into the record.

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

***126-21 ORDINANCE COMMITTEE REPORT RE: AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, AMEND CHAPTER 2.92 – FAIR HOUSING COMMISSION.**

***127-21 ORDINANCE COMMITTEE REPORT RE: AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, AMEND CHAPTER 2.94 – FAIR RENT COMMISSION.**

***117-21 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION – URBAN ACT GRANT – ELLSWORTH FIELD IMPROVEMENTS.**

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

**** THE MOTION PASSED UNANIMOUSLY.**

118-21 Economic and Community Development and Environment Committee Report re: Grant Submission: CT Department of Economic and Community Development – CT Communities Challenge (#23205, #23441 and #23891).

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED THE ITEM.**

**** COUNCIL MEMBER MACK SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEM 118-21 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: CT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT – CT COMMUNITIES CHALLENGE (#23205, #23441 AND #23891) PASSED WITH FOURTEEN (14) IN FAVOR (MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, VIZZO-PANICCIA, MCBRIDE-LEE, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

115-21 Miscellaneous Matters Committee Report re: Refund of Excess Payments – Lereta, LLC Re: 1839 Main Street.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED THE ITEM.**

**** COUNCIL MEMBER MACK SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEM 115-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS – LERETA, LLC RE: 1839 MAIN STREET PASSED WITH FOURTEEN (14) IN FAVOR (MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, VIZZO-PANICCIA, MCBRIDE-LEE, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

121-21 Miscellaneous Matters Committee Report re: Settlement of Pending Arbitration in the Matter of the City of Bridgeport, et al vs. Bridgeport Housing Authority, et al re: Remaining Arbitration/Claim Against Excess Umbrella Carrier for Bridgeport Housing Authority/James River Insurance Company.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED THE ITEM.**

**** COUNCIL MEMBER MACK SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEM 121-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING ARBITRATION IN THE MATTER OF THE CITY OF BRIDGEPORT, ET AL VS. BRIDGEPORT HOUSING AUTHORITY, ET AL RE: REMAINING ARBITRATION/CLAIM AGAINST EXCESS UMBRELLA CARRIER FOR BRIDGEPORT HOUSING AUTHORITY/JAMES RIVER INSURANCE COMPANY PASSED WITH FOURTEEN (14) IN FAVOR (MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, VIZZO-PANICCIA, MCBRIDE-LEE, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

124-21 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Michael Franklin, Docket No. FBT-CV-20-6095498-S.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED THE ITEM.**

**** COUNCIL MEMBER MACK SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEM 124-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF MICHAEL FRANKLIN, DOCKET NO. FBT-CV-20-6095498-S PASSED WITH FOURTEEN (14) IN FAVOR (MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, VIZZO-PANICCIA, MCBRIDE-LEE, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO ADD AN ITEM TO THE AGENDA REGARDING A REFERRAL TO COMMITTEE FROM THE CITY ATTORNEY'S OFFICE INVOLVING A RECOMMENDED SETTLEMENT OF LITIGATION IN THE MATTER OF CHRISTOPHER GOULDEN, ADMINISTRATOR OF THE ESTATE OF JAYSON NEGRON V ARMANDO PEREZ, ET AL.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION TO ADD AN ITEM TO THE AGENDA REGARDING A REFERRAL TO COMMITTEE FROM THE CITY ATTORNEY'S OFFICE INVOLVING A RECOMMENDED SETTLEMENT OF LITIGATION IN THE MATTER OF CHRISTOPHER GOULDEN, ADMINISTRATOR OF THE ESTATE OF JAYSON NEGRON V ARMANDO PEREZ, ET AL. PASSED WITH FOURTEEN (14) IN FAVOR (MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, VIZZO-PANICCIA, MCBRIDE-LEE, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA). (ITEM #132-21)**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO REFER RECOMMENDED SETTLEMENT OF LITIGATION IN THE MATTER OF CHRISTOPHER GOULDEN, ADMINISTRATOR OF THE ESTATE OF JAYSON NEGRON V ARMANDO PEREZ, ET AL. TO THE MISCELLANEOUS MATTERS COMMITTEE.**

**** COUNCIL MEMBER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY. (ITEM #132-21)**

ADJOURNMENT

- ** COUNCIL MEMBER NEWTON MOVED TO ADJOURN.**
- ** COUNCIL MEMBER SULIMAN SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:18 p.m.

Respectfully submitted,

Telesco Secretarial Services



City of Bridgeport
DEPARTMENT OF POLICE

300 Congress Street • Bridgeport, Connecticut 06604 • (203) 581-5111 • Fax (203) 576-8130

COMM. 128-21 Ref'd to Contracts Committee on 10/03/2022.

Rebeca Garcia
Chief of Police

September 15, 2022,

Honorable Lydia Martinez
City Clerk
City of Bridgeport
45 Lyon Terrance
Bridgeport, CT 06604

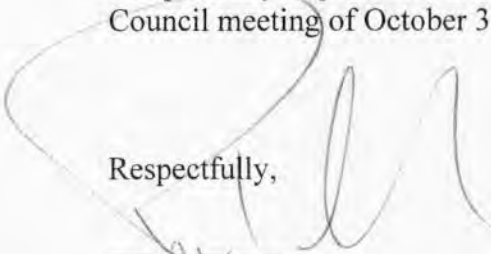
Dear Madam Clerk:

Please see attached original and thirteen copies of a Master Terms Agreement between the City of Bridgeport and Getac Video Solutions Inc.

The Term of the Agreement is from July 1, 2023, through June 30, 2028.

I respectfully request that these documents be referred to the Contacts Committee at the Council meeting of October 3, 2022.

Respectfully,



Lt Paul Grech

RECEIVED
CITY CLERKS OFFICE
22 SEP 19 AM 11:40
ATTEST
CITY CLERK _____

MASTER TERMS AGREEMENT

This Master Terms Agreement (the “Agreement”) dated as of _____, 2022 (the “Effective Date”), between Bridgeport Connecticut Police Department (“Customer”), and Getac Video Solutions Inc., (“GVS”) with offices located at 3800 American Blvd W, Suite 500, Bloomington, Minnesota 55431. For purposes of this Agreement, Customer and GVS each will be referred to individually as a “Party” and together as the “Parties.”

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

“**Authorized Users**” shall mean Customer’s employees and independent contractors working for Customer in the ordinary course of Customer’s business who: (i) agree to be bound by the terms of this Agreement; and (ii) are specifically authorized by Customer to access the Service.

“**Authorized Devices**” shall mean any display device used to access and display the Service.

“**Customer Data**” shall mean information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the processing of such information, data, or content by or through the Services.

“**Implementation Services**” shall mean GVS’s remote on-premise implementation services, onsite on-premise implementation services, remote cloud implementation services, onsite cloud implementation services purchase or subscribed to by Customer set out in the Purchase Order.

“**Purchase Order**” shall mean any or all of Purchase Order One and Purchase Order Two, as describe in, and to be executed as set forth in the attached Exhibit A, Purchase Order and Project Overview, and any additional purchase order(s) setting out the commercial terms and executed by the Parties.

“**Service(s)**” shall mean GVS’s information applications, including any Cloud Software, Device Software or Server Software, subscribed to by Customer.

“**Service Start Date**” shall mean the date from which Customer receives the applicable Service.

“**Vendor**” shall mean any vendor, reseller, sublicensor or distributor that delivers the Service to Customer as identified on the Purchase Order, subject to GVS’s continuing authorization of such Vendor’s Application.

2. Services. This Agreement sets forth the terms and conditions under which GVS agrees to license to Customer access to and display of the Services during the Term and provide all other services necessary for productive use of such Services including, integration, user identification and password change management, data import, monitoring, technical support, maintenance, training, backup, and recovery, and change management subject to the following:

2.1 Authorized Users; Authorized Uses. The license granted to Customer hereunder is limited to the authorized display and retrieval of the Service on an Authorized User's Authorized Device(s). Customer shall have no right pursuant to this Agreement to distribute the Service in whole or in part, via any method not specifically granted in this Agreement. Nothing in this Agreement shall obligate GVS to continue providing access to any Service beyond the date when GVS ceases providing such Service to subscribers generally.

2.2 Restrictions Use. Customer shall not edit, alter, abridge or otherwise change in any manner the content of the Service, including, without limitation, all copyright and proprietary rights notices. Customer may not, and may not permit others to:

- a. reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service or any other GVS product or device;
- b. modify, translate, adapt, alter, or create derivative works from the Service or any other GVS product or device;
- c. copy, distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service or any other GVS product or device; or
- d. distribute, sublicense, rent, lease, loan or grant any third-party access to or use of the Service or any other GVS produce or device to any third party.

2.3 Ownership. Title to, and ownership of, and all proprietary rights in, the software and each copy thereof shall remain at all times with GVS or its third-party licensors. Whenever applicable, Customer is required to display GVS's trade name and/or trademark (the "GVS Trademark") to identify that the Software is "Powered by Getac Video Solutions." Except for the foregoing, Customer shall not use any of GVS's trade names, trademarks, service marks or other designation(s) for any purpose without express written permission by GVS. All Customer Data shall be owned by the Customer, which shall survive the termination or expiration of this Agreement; provided, GVS is expressly permitted to dispose of Customer data in accordance with Section 4.3.

2.4 Storage and Retention. The Services shall include the applicable allocation of base data storage as described in the Purchase Order. If applicable, GVS will use commercially reasonable efforts to notify subscriber if subscriber exceeds the storage limits or other Services parameters, at which point the Parties may mutually agree to adjust the Services and corresponding Fee obligations. GVS will permit Customer to retain all Customer Data for the time period required by law.

2.5 Changes in Functionality. During the term of the Agreement, GVS reserves the right, in its sole discretion, to make any changes to the Service that it deems necessary or useful to maintain or enhance (i) the quality or delivery of the Services, (ii) the market or competitive advantage of the Service, or (iii) the Services cost or efficiency; or to comply with applicable laws or regulations. GVS will provide reasonable notice of any material change to the Services.

3 License. GVS hereby grants the Customer a limited, non-exclusive and non-transferable license, without right of sublicense, during the Term to, access and display on Customer's Authorized Devices the Service, and to permit Authorized Users to use the Service, subject to the terms and conditions of this Agreement. All rights in the Service not expressly granted hereunder are reserved to GVS.

4 Term, Termination, and Non-Appropriation.

4.1 Term. This Agreement shall become effective as of the Effective Date and shall continue in full force and effect, unless earlier terminated in accordance herewith, until June 30, 2028 (the "Initial Term").

Following the Initial Term and unless otherwise terminated as provided for in this Agreement, the Agreement shall automatically renew for subsequent one (1) year terms (each, a "Renewal Term") until such time as either party provides the other party with written notice of termination as least ninety (90) prior to the last day of the then-current term.

- 4.2 Termination. This Agreement may be terminated as follows: (a) if either Party commits a breach of any provision of this Agreement and fails to remedy such breach within thirty (30) days of receiving written notice thereof by the non-breaching party ("Notice of Breach"), in which event this Agreement, and the licenses granted hereunder, will terminate on the date specified in such notice; (b) any royalties or other sums payable are not paid when due and remain unpaid for thirty (30) days after GVS gives written notice of non-payment to Customer; (c) GVS reasonable believes Customer or any Authorized User are or have been, involved in fraudulent, misleading or unlawful activities relating to or in connection with Customer or any Authorized User's use of the Services; or (d) if a receiver is appointed over any assets of either Party or if either Party makes any arrangement with its creditors or becomes subject to an administration order or goes into liquidation or anything equivalent to the foregoing under any jurisdiction or ceases to carry on business, the other may terminate by giving written notice with immediate effect. Notwithstanding anything to the contrary contained in this Agreement, if Customer receives any notice of late payment under this Agreement in any form, written or electronic, from GVS including any business division (e.g., GVS's Finance Department, Sales Department), such notice will be deemed to be a Notice of Breach.
- 4.3 Effect of Termination. If Customer's license for Device Software expires or terminates, due to non-payment, breach of this Agreement, or otherwise, Customer will lose certain rights with respect to the Device Software and Server Software (if Customer licensed Server Software), which includes the right to receive updates, support, and maintenance. With respect to Cloud Software, GVS and Customer agree that GVS may (i) restrict and/or deny access Services after the Customer's Device Software license expires or is terminated, Customer will no longer receive updates, support, or maintenance for Device Software or Server Software, and Customer may no longer be able to upload data to Server Software. GVS will not delete Customer Data for a period of thirty (30) days post termination. During this post termination period Customer may access and retrieve Customer Data. All Customer Data, including but not limited to relevant data dictionaries, metadata, videos, etc., will be made available in a non-proprietary format during the post termination period. If Customer requests assistance with removal of data, Customer agrees to pay reasonable cost and expenses on a time and materials basis. Beyond the post termination retention period GVS reserves the right to delete Customer Data, unless prohibited by law. If this Agreement is terminated before the end of its then current term for any reason other than by Customer for material breach by GVS, then Customer will pay to GVS as liquidated damages the amount due by Customer for the previous calendar month times the number of months remaining in such term ("Liquidated Damages") within 30 days after such termination. The parties agree that the Liquidated Damages under this clause are not intended to be and will not be punitive in effect and that the Liquidated Damages are a genuine pre-estimate of loss (which may be difficult to ascertain) resulting from early termination of this Agreement. GVS reserves all other rights.
- 4.4 Non-Appropriation. If this Agreement extends into more than one fiscal year of the City (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the City may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded by a Grant that is funded in whole or in part by Federal or State funds, and in the event Federal or State funds become unavailable or reduced, the City may suspend or cancel this Agreement immediately, and the City shall have no obligation to pay GVS from City revenues.

5 Fees and Payment.

5.1 Fees. In exchange for the license granted above and any other services, Customer shall pay GVS for the Term hereof the Fees based on the Services and the number of Devices identified in the Purchase Order, and on any other commercial terms contained in this Agreement.

5.1.1 Vendor. If the Service is delivered to Customer via a Vendor, Customer acknowledges that the Fees may be charged to Customer by such Vendor or by GVS on behalf of the Vendor.

5.2 Payment. All sums payable by Customer due hereunder shall be made in United States currency. Customer shall issue Purchase Orders that shall specify the Customer name and address and the quantity of license units ordered. Payments of all Fees not otherwise provided for in the Purchase Orders shall be made to GVS or designated Vendor forty-five (45) days after the invoice has been issued to Customer. Invoices will be issued to Customer at the time goods are shipped.

5.3 Late Payments. If Customer fails to pay the Fees by the due date specified on the invoice, GVS shall be entitled to interest from the day on which the Fees are due. Both parties agree that the rate of interest on overdue invoices shall be 1.5 per cent per month, or the maximum amount allowable by law, whichever is greater.

5.4 Taxes. Customer will be responsible for, and will promptly pay or reimburse GVS for, the payment of all sales, use, excise, value-added or similar taxes, assessments, or duties (or other similar charges) imposed by any governmental agency (including any interest and penalty imposed thereon as a result of any act or omission of GVS that is in accordance with the direction or request of Customer) that are based on or with respect to any Services or goods provided by GVS to Customer, or the amounts payable to GVS therefore. If GVS has the legal obligation to pay or collect taxes for which Customer is responsible under this section, the amount of such taxes will be invoiced to and promptly paid by Customer unless Customer provides GVS with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.5 No Deductions or Offsets. All amounts payable under this Agreement shall be paid in full without any offset, deduction or withholding for any reason, except for Service Credits issued pursuant to a Service Level Agreement, in the form of Exhibit B.

5.6 Financing Terms. **Reserved.**

6 Customer Obligations. Customer at all times during the Term shall setup, maintain and operate systems, including Authorized Devices and software necessary for the Services to be used or access. Customer agrees to provide personnel with access and expertise, as necessary, for GVS to perform the Services in accordance with GVS specified requirements and specifications. Customer agrees to ensure any use of the Service is in compliance with applicable laws, rules regulations and the terms of the Agreement. Customer shall maintain responsibility for all Customer Data and establish security settings necessary for Customer's network and Customer Data. GVS is not responsible or liable for any delay or failure for performance caused in whole or in part by Customers delay in performance, or failure to perform, any of the obligations under the Agreement.

7 Support; Maintenance; Additional Services.

7.1 Professional Services. During the term of this Agreement, Customer may request GVS to perform computer professional services outside the scope of work identified in the Purchase Order, in the nature of software development, customization add-in, documentation and/or integration services (hereinafter, "Professional Services"). Upon receipt of a request, GVS may provide Customer with a written proposal, and when the parties agree to all requirements of the proposed Professional Services, a Task Order for the Professional Services, shall be executed by the parties. All Task Orders shall be subject to the terms and

conditions of this Agreement. Services performed by GVS are not exclusive to Customer, and GVS may perform services of any type or nature for any other person or entity at any time.

- 7.2 Technical Support. GVS shall provide the technical support as described in the Service Level Agreement. The Service Fees shall be inclusive of the fees for Technical Support.
- 7.3 Maintenance. GVS shall provide bug fixes, corrections, modification, enhancements, upgrades, and new releases to the Service to ensure: (i) the functionality of the Services is available to Authorized Users; (ii) the functionality of the Services in accordance with the representations set forth herein, including the Service conforming to the specifications, functions, descriptions, standards, and criteria set forth in the Agreement; and (c) the Service Level Agreement can be achieved. The Service Fees shall be inclusive of the fees for standard maintenance.
- 7.4 Training Services. GVS shall provide training services, if any, described in the Purchase Order. Any further training required by Customer shall be provided through a Task Order, executed by the parties.

8 Data Use and Storage.

- 8.1 Data Use. Customer agrees that GVS may collect and use Customer Data and related information from its Services and peripherals to facilitate the provision of software improvements and updates, product support, and any other services related to the Services, and that GVS may access Customer Data in the process of facilitating operations and support of Customer services. In addition, GVS may use and collect technical data and related information from Customer's data-hosting environment if Customer has purchased any management or Implementation Services associated with cloud, on-premise, or hybrid data-hosting, as the case may be. Customer agrees GVS may share technical data and related information from the Service and peripherals with authorized Vendors providing services to Customer, as long as such information is not criminal justice information ("non-CJI").
- 8.2 Data Processing and Transfers. Customer will retain sole responsibility for: (i) all Customer Data, including its content, use, and control; (ii) all information, instructions and materials provided by Customer or on Customer's behalf or on behalf of any Authorized Users, including all Personally Identifiable Information (the "PII"); (iii) Customer's information technology infrastructure including computers, software, electronic systems, and networks; and (iv) all access to and use of the Services. With respect to any Processing of Personally Identifiable Information, GVS (a) has full legal authority in each jurisdiction where Personally Identifiable Information will be Processed to Process such Personally Identifiable Information; (b) will Process such Personally Identifiable Information only on behalf of the Customer as necessary to carry out its obligations under the Agreement and only in accordance with the instructions of Customer; (c) will not Process such Personally Identifiable Information for purposes incompatible with those for which it was collected or subsequently authorized by the data subject; and (d) has complied, and will comply, with all applicable Privacy Laws.
- 8.3 System and Security Obligations. GVS will implement reasonable and appropriate measures, as determined by GVS, to help secure Customer Data against unlawful loss, access or disclosure. However, GVS is not responsible for the accuracy, completeness or success of any efforts for replication, restoration or recovery of Customer Data that Customer takes. Furthermore, GVS is not liable for damage to, loss, third-party breach, or corruption of Customer Data for any cause, including but not limited to, failure of any storage, replication or redundancy of any data center(s) in which Customer Data may be located.
- 8.4 Third-Party Data Processors. Subject to Section 8.2 of the Agreement, any third-party data processor (the "**Data Processor**"), necessary to carry out GVS's obligations under the Agreement shall be required to agree to agree to GVS's Data Processing Agreement (which can be found at <https://getacvideo.com/data-processing-agreement/>) or substantially similar terms.

8.5 Prohibited Data. Customer, Authorized Users or any other person shall not provide any prohibited data or process any prohibited data through the Service. Customer agrees to review all Customer Data and ensure no data constitutes or contains any prohibited data.

9 Indemnification and Insurance.

9.1 Customer Indemnity. Customer, at its expense, will defend, indemnify, and hold GVS harmless from and against any and all third party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorneys' fees, finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against GVS which directly relate to a claim, action, lawsuit, or proceeding made or brought against GVS by a third party arising out of or resulting from:

9.1.1 alleging the infringement or violation of such third party's registered patent, trade secret, copyright, or trademark (each a "GVS Claim") by way of GVS's use of any Customer Content that Customer provides to GVS and GVS uses in the provision of any Services;

9.1.2 Customer data, including processing of Customer Data by GVS in accordance with this Agreement;

9.1.3 Use of or dissemination of Prohibited Data; or

9.1.4 A breach of any representations, warranties or obligations under the Agreement.

9.2 GVS Indemnity. GVS, at its expense, will defend, indemnify, and hold Customer harmless from and against any and all third party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorneys' fees, finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against Customer which directly relate to a claim, action, lawsuit, or proceeding made or brought against Customer by a third party alleging the infringement or violation of such third party's registered patent, trade secret, copyright, or trademark (each a "Customer Claim") by way of Customer's use of the Service that GVS provides to Customer.

9.3 Indemnification Procedure. The Indemnifying Party's obligations under Section 9 will be subject to being provided by the other party with prompt written notice of the event giving rise to an indemnity obligation, providing reasonable cooperation and assistance in the defense or settlement of any claim (at the Indemnifying Party's sole cost and expense), and granting the Indemnifying Party control over the defense and settlement of the same. Providing the Indemnifying Party with notice of the event giving rise to an indemnity obligation is an express condition precedent to the duty to provide a defense and indemnity. Notice must be made in strict accordance with the provisions of this Agreement, and time is of the essence. With respect to this Section, in the event the Indemnifying Party fails to provide a reasonably sufficient defense of an indemnified claim, the other party may, after written notice to the Indemnifying Party, retain its own legal counsel and provide its own defense with respect to the indemnified claim, and the Indemnifying Party will reimburse all reasonable attorneys' fees and expenses for such defense. The Indemnifying Party will have the right to consent to any settlement or judgment that is binding upon the Indemnifying Party.

9.4 **Insurance requirements:** The following insurance coverage is required of GVS and it shall ensure that the City is named as additional insured, except with respect to Cyber Risk Insurance, by policy endorsement with notice of cancellation by policy endorsement in the same manner. GVS shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below, **as applicable to its business with the City**, with insurers licensed to conduct business

in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the City:

Professional Liability insurance (claims made form) with minimum limits of \$1,000,000, or as otherwise required by the City.

Commercial General Liability Insurance (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per person/\$2,000,000 per occurrence and \$300,000 property damage and **Umbrella Insurance** with a minimum limit of \$3,000,000.

Cyber Risk Insurance: Not less than \$2,000,000 per claim to be maintained for the duration of the agreement and two years following its termination.

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

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

General requirements. All policies, except as specifically noted, shall include the following provisions:

- 9.4.1 Cancellation notice—The City shall be entitled to receive from the insurance carriers **BY POLICY ENDORSEMENT** not less than 30 days' written notice of cancellation or non-renewal or reduction in coverage on all policies except for nonpayment or for Workers' Compensation to be given to the CITY at: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.
- 9.4.2 **Proof of Insurance** —All policies will be evidenced by an original certificate of insurance, declarations page and applicable policy endorsement(s) delivered to the City and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, all such documents required to be delivered to the City prior to any work or other activity commencing under this agreement.
- 9.4.3 Additional insured—GVS will arrange with its insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all liability policies of primary and excess insurance coverages, except on GVS's Cyber Risk policy, as additional insured parties **BY POLICY ENDORSEMENT** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during

each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance. Such certificates shall designate the City in the following form and manner:

**“City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor**

10 Bridgeport, Connecticut 06604” Copyright Protection; Use Restrictions; Security. Customer agrees that the Service, including without limitation the editorial coding and metadata contained therein, are the property of GVS or GVS’s licensors. The works and databases included in the content of the Service are protected by applicable copyright laws. Customer agrees that only Authorized Users shall be permitted access to the Service. Except as set forth herein, no clients or other persons or entities who are not legal employees of Customer or independent contractors consulting for Customer in the ordinary course of Customer’s business may be Authorized Users. Customer shall not reverse engineer, decompile or disassemble any part of the Service. Customer further agrees that neither Customer nor any Authorized User shall store (except as permitted under Section 2 for retrieval and display purposes only), copy, reproduce, retransmit, disseminate, sublicense, sell, distribute, publish, broadcast, circulate, create derivative works (including, without limitation, trading algorithms), test algorithms in conjunction with, or distribute by any means the Service in whole or in part to anyone, including, but not limited to, other employees of Customer, without GVS’s express prior written consent; provided, however, that Authorized Users may on an occasional basis in the normal course of business include limited portions of the Service (a) in oral and (with proper attribution to the respective Service) non-electronic written communications with clients and other employees, and (b) in email and instant messaging communications with other employees and/or securities professionals. Without limiting the foregoing, under no circumstances shall distribution under this Section by Customer be permitted if such distribution may be viewed as a substitute for a subscription to the Service itself. Customer agrees that when using the Service in this way, the facts, content and intent of the Service will not be changed in form or in spirit or otherwise in any way be prejudicial to the integrity of the Service or GVS.

11 No Warranty; Limitation of Liability.

11.1 WARRANTY. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

11.2 LIMITATION OF LIABILITY. GVS AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS (COLLECTIVELY “**THE PARTIES**”) WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO CUSTOMER, AUTHORIZED USERS, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE “**EXCLUDED DAMAGES**”), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IN NO EVENT WILL THE LIABILITY OF THE PARTIES ARISING OUT OF ANY

CLAIM RELATED TO THIS AGREEMENT EXCEPT FOR INTELLECTUAL PROPERTY INFRINGEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS GVS FOR ANY LOSS, DAMAGE OR COST IN CONNECTION WITH ANY CLAIM OR ACTION WHICH MAY BE BROUGHT BY ANY THIRD PARTY AGAINST GVS RELATING TO ANY BREACH OF THIS AGREEMENT BY CUSTOMER.

- 11.3 CAP ON MONETARY LIABILITY. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF GVS, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATING TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE CLAIM, EXCEED THE TOTAL AMOUNTS PAID TO GVS UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION BY CUSTOMER.

12 Confidentiality.

- 12.1 Neither party shall use or disclose the other's Confidential Information (as hereinafter defined) except as expressly authorized by this Agreement and shall protect all such Confidential Information using the same degree of care that such party uses with respect to its own proprietary information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. Each party's obligations regarding the protection of Confidential Information shall survive any expiration or termination of the Agreement. Each party shall take prompt and appropriate action to prevent or remedy any unauthorized use or disclosure of the Confidential Information.
- 12.2 If any Confidential Information must be disclosed to any third party by reason of any legal, accounting or regulatory requirement beyond the reasonable control of Customer, Customer shall promptly notify GVS of such requirement, permit GVS (at its own expense) to seek an appropriate protective order, and cooperate with GVS in its efforts to do so.
- 12.3 "Confidential Information" means (i) the Services; (ii) the technology, ideas, know how, documentation, processes, algorithms and trade secrets embodied in the Services; and (iii) any other information, whether disclosed orally, visually or in written or digital media, that is identified as "confidential," "proprietary," or similarly at the time of such disclosure. Confidential Information shall not include any information that is (a) published or otherwise available to the public other than by breach of this Agreement by Customer; (b) rightfully received by Customer from a third party without confidential limitations; (c) independently developed by Customer as evidenced by appropriate records; (d) known to Customer prior to its first receipt of same from GVS as evidenced by appropriate records; (e) hereinafter disclosed by GVS to a third party without restriction on disclosure; or (f) approved for public release by written authorization of GVS.

13 Miscellaneous.

- 13.1 Compliance with Laws. Each party is responsible for its compliance with all laws and regulations. Without limiting the generality of the foregoing, Customer shall comply fully with all export laws and

regulations of the United States and other countries to ensure that neither the Services, nor the direct product thereof, is exported, directly or indirectly, in violation of such laws

- 13.2 Notices. All notices to a party hereunder shall be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation by the above-described mailing methods to the address(es) set forth below, or to a different address which a party may give written notice of pursuant to this Section from time to time. Notice will be deemed delivered and received on the date it is actually received.

Written notices to GVS for purposes of this Agreement are to be sent to:

To GVS:

Getac Video Solutions Inc.
ATTN: Legal Counsel
3800 American Blvd W. Suite 500
Bloomington, MN 55431

To Customer. Written notices to Customer for purposes of this Agreement are to be sent to the address below, or if blank, to the Customer's address GVS has on file:

Chief of Police
Bridgeport Police Department
300 Congress Street
Bridgeport, CT 06604

Director of ITS
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Office of the City Attorney
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

- 13.3 Entire Agreement. This Agreement sets forth the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and communications relating thereto. This Agreement replaces and supersedes any prior software licensure agreement executed between Customer and GVS for the Services and any prior versions thereof.

- 13.4 Modification; Waiver. This Agreement may not be modified, amended, or superseded except pursuant to a written instrument mutually signed by both parties; specific performance shall not be sufficient to constitute a mutual acceptance of any modification, amendment, or agreement purporting to supersede this Agreement. For the avoidance of doubt, any agreement for the license of Services between GVS and Customer, (including "click wrap" End User License Agreements) purporting to supersede this Agreement shall be null and void with no force or effect. Except where specifically stated to the contrary, all remedies available to either party for breach of this Agreement under this Agreement, at law, or in equity, are cumulative and nonexclusive. A waiver or failure of either party at any time to require

performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter.

- 13.5 Survival. The following obligations of the parties will survive termination or expiration of this Agreement for any reason: Sections 2, 3, 6, 8, 9, 10, 11, 12 (but only for three (3) years after such termination or expiration), and 13 of this Agreement and any payment obligations of Customer that accrue prior to such termination or expiration.
- 13.6 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Connecticut. All disputes arising out of this Agreement shall be resolved exclusively in the federal or state courts located within Connecticut, and Customer hereby agrees to the personal jurisdiction and venue of such courts.
- 13.7 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, but Customer may not assign or otherwise transfer this Agreement or Customer's rights and duties without the prior written consent of GVS.
- 13.8 Severability. In the event that any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, to such extent such provision shall be deemed null and void and severed from this Agreement, and the remainder hereof shall remain in full force and effect.
- 13.9 Third Party Terms. Customer's use of the software is subject to any third-party terms and conditions that accompany the software or that GVS may tell Customer about at a later date (if any).
- 13.10 U.S. Government Restricted Rights. The software is commercial in nature and developed solely at private expense. The software is delivered as a commercial item and as such is provided with only such rights as are provided in this standard commercial license agreement.
- 13.11 Export Restrictions. The software is subject to United States export laws and regulations. Customer must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and use.
- 13.12 Electronic Signatures. A facsimile or scanned signature copy of this Agreement and its Exhibits, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.
- 13.13 Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.
- 13.14 Exhibits. The following Exhibits are attached hereto and incorporated herein by this reference:

<u>Exhibit A</u>	Purchase Order and Project Overview
<u>Exhibit B</u>	Service Level Agreement

Each signor below represents they have authority to enter into this Agreement and bind their Party.

GVS:

Getac Video Solutions Inc.

Customer:

Bridgeport Connecticut Police Department

Name: Tom Guzik

Title: President

Name: _____

Title: _____

Exhibit A

Purchase Order and Project Overview

The following table outlines the key dates and corresponding deliverables agreed to between GVS and Customer.

KEY DATE	DELIVERABLE
March 1, 2022	Customer will confirm quantities based on the Quote attached hereto as Schedule 1 and subject to Getac's then standard terms and conditions and warranties applicable to such products and services (" Purchase Order One "). Island Tech Services, LLC will perform installation work on a timeline to be determined at the time the Purchase Order is executed. Getac will present a Statement of Work or similar document to Customer for execution, outlining the scope of work, implementation timeline, each party's obligations, and other terms relating to this Purchase Order (" Purchase Order One Statement of Work ").
May 1, 2022	Invoice for Purchase Order One is due. Payment is to be remitted to Getac Video Solutions 3800 American Blvd W Ste 500 Bloomington, MN 55431.
October 1, 2022*	Getac Cloud (" Cloud ") station will be created and configured pursuant to Customer's current server settings. Getac will present a Statement of Work or similar document to Customer for execution, outlining the scope of work, implementation timeline, each party's obligations, and other project terms (" Cloud Statement of Work ").
December 1, 2022*	Date by which all of Customer's devices will be on the Cloud.
February 1, 2023	Customer will confirm quantities based on the Quote attached hereto as Schedule 2 and subject to Getac's then standard terms and conditions and warranties applicable to such products and services (" Purchase Order Two "). Island Tech Services, LLC will perform installation work on a timeline to be determined at the time the Purchase Order is executed. Getac will present a Statement of Work or similar document to Customer for execution, outlining the scope of work, implementation timeline, each party's obligations, and other terms relating to this Purchase Order (" Purchase Order Two Statement of Work ").
1, 2023* February 1, 2023	Commencement date of project to migrate Customer's video data from Customer's current self-hosted server to the Cloud (" Migration Project "). Getac will present a Statement of Work or similar document to Customer for execution, outlining the scope of work, implementation timeline, each party's obligations, and other project terms (" Migration Project Statement of Work ").
March 30, 2023*	Arrival date of new Getac hardware ordered pursuant to Purchase Order Two.
May 1, 2023*	Commencement date of project to install Edge systems and 8 port docks pursuant to the Purchase Order Two Statement of Work.
May 15, 2023* April 15, 2023	Migration Project completion date.
June 15, 2023*	Date on which all new systems purchased by Customer pursuant to this Agreement will be deployed.

August 15, 2023	Invoice for Purchase Order Two is due. Payment is to be remitted to Getac Video Solutions 3800 American Blvd W Ste 500 Bloomington, MN 55431
July 1, 2023	Contract period begins for year 1-inclusive of services, warranty and Cloud
July 1, 2024	Contract period begins for year 2- inclusive of service, warranty and Cloud
July 1, 2025	Contract period begins for year 3- inclusive of service, warranty and Cloud
July 1, 2026	Contract period begins for year 4- inclusive of service, warranty and Cloud
July 1, 2027	Contract period begins for year 5- inclusive of service, warranty and Cloud
June 30, 2028	Contract period for year 5 ends. Renewal for service and Cloud is eligible for renewal on 1-year terms pursuant to the Agreement. Hardware can be refreshed at a cost to be determined; provided, any body-worn camera model-specific accessories, including but not limited to docks, clips, and cables, which may not be compatible with the latest refreshed body worn camera model ("Latest Model"), shall be replaced with versions that are compatible with the Latest model at a 50% discount off MSRP at the time of refresh. An additional year of warranty may be considered for purchase based on a restructure of the contract renewal.

*All dates relating to hardware delivery or any projects, including without limitation those relating to the Purchase Order One Statement of Work, Cloud Statement of Work, Purchase Order Two Statement of Work, and the Migration Statement of Work are based on GVS's best estimates at the time of this Agreement. These dates are subject to change as each project's specific statement of work is developed by GVS, and GVS will not be liable to Customer for any such changes or delays, or for any failure or delay caused by events beyond GVS's control, including without limitation, Customer's failure to cooperate or furnish necessary information, acts of God, failures in transportation, and technical failures.

Schedules. The following Schedules are attached hereto and incorporated herein by this reference:

- Schedule 1 Quote for Purchase Order One
- Schedule 2 Quote for Purchase Order Two
- Schedule 3 Sample Purchase Order. This is an example Purchase Order, subject to change and revision for each specific purchase order.
- Schedule 4 Current Advanced Exchange Warranty. This is subject to change and will be based on the then current Advanced Exchange Warranty in effect at the time of each purchase.
- Schedule 5 Current Return Material Authorization Agreement. This is subject to change and will be based on the then current Return Material Authorization Agreement in effect at the time of each purchase.

Getac

QUOTE

To: Bridgeport, CT Police
LT. Adam Rozum
adam.rozum@bridgeportct.gov

Quoted By: Ryan Phillips

Quote #: 210305V001
Date: January 9, 2022

Project Name: Bridgeport ICV (44) BWC (120)

GVS Getac Inc.
(949) 514-1286
ryan.phillips@getacvideo.com

* Please email order with Quote# to
GVSUSAOrderEntry@getacvideo.com

Quote Valid Thru: June 30, 2022

Item PN	Description	Qty	Unit Price	Extended Price
GETAC VIDEO SOLUTIONS IN-CAR HARDWARE				
OATACEBEAXX1	VR-X20-F1 WITH BLACKBOX RECORDING - [INTEGRATED 4GB RAM + 256GB SSD + BATTERY BACKUP + WIFI + GPS + CRASH SENSOR], DVR MOUNTING BRACKET, DISPLAY (CU-D50) - 5" TOUCH DISPLAY, INCLUDES CABLE (16FT) ZERODARK FHD IP CAMERA CA-NF21-146, (WIND SHIELD MOUNT), INCLUDES CABLE (25FT) ZERODARK FHD IP CAMERA CA-NF21-146IR, (STANDARD MOUNT), 1 YEAR HARDWARE WARRANTY	44	1,991.57	87,629.08

591GVS000015	Vehicle Antenna - AirGain MultiMax, 3in1, WiFix2-GPSx1, Bolt Mount, 19ft, Black	44	141.00	6,204.00
OIA03X	Mounting Bracket (Visor) - Front Camera AND Display (CU-D50) - Charger	44	48.00	2,112.00
ORB24X	Body Worn Camera (BC-02) - Single Port Dock (VD-02), dock ONLY	44	58.65	2,580.60
OLX0BX	Body Worn Camera USB Extension Cable for VD-02, 12.5 ft	44	16.15	710.60
OTX11X	Body Worn Camera Bluetooth Trigger Box (TB-02)	44	126.65	5,572.60
GETAC VIDEO SOLUTIONS BODY CAMERA HARDWARE				
OVWX2MXXXXX1	BWC (BC-02) - [64GB + FHD/HD/WVGA + WiFi + GPS + BLE], 1 year hardware warranty (compatible with magnetic charge cable ORB39X)	120	269.10	32,292.00
ORB41X	Body Worn Camera dual side magnetic mount	120	50.15	6,018.00
OD2DAU	Body Worn Camera (BC-02) - 8 Port Multidock with Datamover (MD-02D), includes 90W AC Adapter (US)	15	1,124.10	16,861.50
GETAC VIDEO SOLUTIONS SOFTWARE AND SERVICES				

OWC011	Getac Enterprise – Video License and Annual Maintenance (Per Client Device) 1st year	164	170.00	27,880.00
GET-INSTALL	INSTALLATION OF GETAC VR-X20 KIT, BWC DOCK AND TRIGGER BOX. WORK PERFORMED BY M.I.T. INCLUDES PROJECT MANAGER	44	550.00	24,200.00
OZX01X	Getac Video On-site Consulting and Project Management - Per day	4	2,295.00	9,180.00
OZX00X	Getac Video Solutions Platinum Service Plan-Annual Contract	1	25,000.00	25,000.00

COMMENTS: N/A

TOTAL (USD): 246,240.38

NOTE:

1. Price quote valid for 90 days, FOB Getac Video Solutions Inc. Customer is responsible for shipping expense.
2. Payment terms: Net 30 days with approval of Getac's insurance company or Wire Transfer (T/T).
3. Delivery lead time will be confirmed after receipt of order.

Availability:

* (6-8 Weeks) - Build to order, 6-8 weeks

** (Please Call) - Long lead time or limited supply, please check with your Getac representative for the delivery

Schedule 2

Quote for Purchase Order Two



QUOTE

To: Bridgeport, CT Police
LT. Adam Rozum
adam.rozum@bridgeportct.gov

Quoted By: Ryan Phillips

Project Name: Bridgeport Police Dept CT EDGE (95) BWC(400)

Quote #: 211118V001
Date: May 20, 2022

GVS Getac Inc.
(949) 681-2930

ryan.phillips@getacvideo.com

* Please email order with Quote# to
GVSUSAOrderEntry@getacvideo.com

Quote Valid Thru: August 30, 2022

Item PN	Description	Qty	Unit Price	Extended Price
Getac Video Mobile Edge Solution, Warranty and Equipment				

OAHACEXFCXWB	Mobile Edge i7 with Blackbox Recording - DVR(VR-X20-i7-LTE)-[Integrated 16GB RAM+512GB SSD+2nd 256GB SSD+Battery Backup+WIFI+GPS+Crash Sensor], Display (CU-D50) - 5" Touch Display includes cable (16ft), ZeroDark FHD IP Camera CA-NF21-146 (Wind Shield Mount) includes cable (25ft), ZeroDark FHD IP Camera CA-NF21-146IR (Standard Mount) includes cable (14ft), Wiring kit (25ft), Havis 12.5" Screen 3year warranty. With display cable kit (5M)+LIND DC Adapter, Getac Rugged Keyboard, DVR+Cameras+Display Extended Warranty-Years 2 & 3, DVR mounting bracket, Win 10 IOT, 1 year hardware warranty	95	4,995.00	474,525.00
Havis Misc	Mounting Hardware for MDT Screen and Keyboard (BUDGETARY)	95	400.00	38,000.00
GE-EDDNEXT5Y	DVR(Include Battery) + 2 Cameras + Display Extended Warranty - Years 4 & 5 - Edge computing, DVR + Cameras + Display, Extended Warranty, 5, Year	95	425.00	40,375.00
GE-HAMAEXT2Y	Extended Warranty - Havis In-Vehicle monitor + ADPT/TSD-101 -Year 4 & 5 - Havis, Havis In-Vehicle monitor + ADPT/TSD-101, Extended Warranty, 2, Year	95	299.00	28,405.00
GE-SVVKNFX5Y	Bumper to Bumper + Extended Warranty- In-Vehicle keyboard - Year 4&5 - Getac, In-Vehicle keyboard, Bumper to Bumper + Extended Warranty, 5, Year	95	195.00	18,525.00
591GVS000015	Vehicle Antenna - AirGain MultiMax, 3in1, WiFix2-GPSx1, Bolt Mount, 19ft, Black	95	141.00	13,395.00

591GVS000036	Mounting Bracket (Visor) - Front Camera AND Display (CU-D50)	95	62.30	5,918.50
GE-SVDNEXT5Y	DVR (Include Battery) + 2 Cameras + Display Extended Warranty - Years 1, 2, 3, 4 & 5 - Getac, DVR + Cameras + Display, Extended Warranty on existing fleet installed 2022	45	895.00	40,275.00
Getac Video Mobile Edge Solution			TOTAL	659,418.50
Getac Body Worn Camera Refresh Program, Accessories and Warranty				
OVWXXXXXXXX4	BWC 5 year Contract- 5yr Advanced Exchange Warranty with BWC delivered day 1 and BWC Refresh on 25th month BC04 or latest technology	400	1,200.00	480,000.00
OD3DAU	Body Worn Camera (BC-03) - 8 Port Multidock (MD-03), includes 150W AC Adapter (US)	50	725.00	36,250.00
GE-SVMHEXT4Y	Body Worn Camera (BC-03) - MD-03 Dock w/ 150W - Extended Warranty - Years 2, 3, 4 & 5 - Getac, MD-03, Extended Warranty, 4, Year; Any body-worn camera model-specific accessories, including but not limited to docks, clips, and cables, which may not be compatible with the latest refreshed body worn camera model ("Latest Model"), shall be replaced with versions that are compatible with the Latest Model at a 50% discount off MSRP as of the date a purchase order is placed for the refresh.	50	185.00	9,250.00
ORB362	Body Worn Camera Magnetic Mount V2.0	400	55.00	22,000.00

ORB42X	Body Worn Camera (BC-03) magnetic quick release charging USB cable (3.94 ft)	140	62.00	8,680.00
ORB51X	Body Worn Camera (BC-03) - Single Port Dock (VD-03), with Vehicle Bracket with 40W Vehicle Adapter	140	155.00	21,700.00
OTX11X	Body Worn Camera Bluetooth Trigger Box (TB-02)	95	140.00	13,300.00
BWC Equipment and Warranty			TOTAL	591,180.00
Getac Video Cloud Contract for 5 years				
OUA021	Getac Cloud - Plan 2 (Cloud 30G/Month, SW maintenance) 1st year	165	300.00	49,500.00
OUA022	Getac Cloud - Plan 2 (Cloud 30G/Month, SW maintenance) 2nd year	165	300.00	49,500.00
OUA023	Getac Cloud - Plan 2 (Cloud 30G/Month, SW maintenance) 3rd year	165	300.00	49,500.00
OUA024	Getac Cloud - Plan 2 (Cloud 30G/Month, SW maintenance) 4th year	165	300.00	49,500.00
OUA025	Getac Cloud - Plan 2 (Cloud 30G/Month, SW maintenance) 5th year	165	300.00	49,500.00
OUA031	Getac Cloud - Plan 3 (Cloud 60G/Month, SW maintenance) 1st year	350	400.00	140,000.00
OUA032	Getac Cloud - Plan 3 (Cloud 60G/Month, SW maintenance) 2nd year	350	400.00	140,000.00
OUA033	Getac Cloud - Plan 3 (Cloud 60G/Month, SW maintenance) 3rd year	350	400.00	140,000.00
OUA034	Getac Cloud - Plan 3 (Cloud 60G/Month, SW maintenance) 4th year	350	400.00	140,000.00

OUA035	Getac Cloud - Plan 3 (Cloud 60G/Month, SW maintenance) 5th year	350	400.00	140,000.00
Getac Video Cloud Contract for 5 years			TOTAL	947,500.00
Getac Video Services and Contracted Installation				
OZX01X	Getac Video Solution On-site Consulting and Project Management - Per day	10	2,295.00	22,950.00
Get-Install	Installation of New Camera Solutions and MDT Screen, Keyboard and mounting equipment	95	750.00	71,250.00
OZX00X	Getac Video Solution Platinum Service Plan-annual service contract	5	25,000.00	125,000.00
Getac Video Services and Installation			TOTAL:	219,200.00

5 Year Contract for Getac Video Solution

TOTAL:

2,417,298.50

NOTE:

1. Price quote valid for 90 days, FOB Getac Video Solutions Inc. Customer is responsible for shipping expense.
2. Payment terms: Net 30 days with approval of Getac's insurance company or Wire Transfer (T/T).
3. Delivery lead time will be confirmed after receipt of order.

Availability:

* (6-8 Weeks) - Build to order, 6-8 weeks

** (Please Call) - Long lead time or limited supply, please check with your Getac representative for the delivery

Schedule 3

Sample Purchase Order

Contract Effective Date: _____

Service Start Date: _____

SERVICES

Subject to the terms and conditions of the Agreement, GVS will provide to Customer the following Services for the following fees:

1. Technology Description:
2. Term: The term of this Schedule will commence as of the Billing Start Date and will continue for _____ () Months ("Initial Term"). After the Initial Term, the Agreement shall automatically renew per the Agreement.
3. Fees:
4. Billing Term:
5. Number of Devices:
6. Access: Access is limited to Authorized Users.
7. Services Fees for Licensed Devices per the Term of the Agreement:
8. Resources Rates (may be subject to annual CPI adjustment, and include travel and expenses):
9. Training Rates:

SUPPORT SERVICES

Schedule 4

Getac Video Solutions Advanced Exchange Warranty

Getac Video products carry a one year Advanced Exchange Warranty in accordance with the terms set forth below for each covered device. Extended warranties are also available. Warranty claims are processed using advanced exchange to reduce down time. For defective products covered by Getac's warranty, Getac will ship you a replacement product shortly after you complete a service request – no need to wait for Getac to receive the defective product before your service request is processed.¹

Notwithstanding anything in this Agreement to the contrary, if the battery of any Getac body-worn camera degrades below eight (8) hours of continuous battery life before Customer place a purchase order for the refresh of the body worn cameras, Getac will replace such body worn camera in accordance with its standard warranty and return material authorization process.

Getac's warranty obligations for this hardware product are limited to the terms set forth below:

Getac warrants this Getac-branded office docks, video and camera products, recording devices, batteries, accessories, and hardware parts against defects in materials and workmanship under normal use for a period of One (1) YEAR from the date of shipment by Getac to the Purchaser ("Warranty Period"). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within Getac's Authorized Service Providers territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getac's property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed.

Exclusions and Limitations

This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the "Getac" trademark, trade name, or logo affixed to them (excluding its standard AC adaptors & power cords). The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a "powered by Getac" trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products "as is".

This warranty does not apply to:

- (a) loss or theft;
- (b) fire;
- (c) submersion;
- (d) acts of god;
- (e) acts of war;
- (f) virus-inflicted damage;
- (g) intentional misuse or abuse;
- (h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider;
- (i) a product or part that has been modified to alter functionality or capability without the written permission of Getac;
- (j) product on which any Getac serial number has been removed or defaced;
- (k) data recovery from hard drive failure;
- (l) all consumable items; such as screen protection films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, belts, holsters, tethers, stylus, digitizer pens and harnesses and any other options and accessories not listed above or covered under a separate warranty.
- (m) cosmetic damage that does not affect the functionality of the office dock, vehicle dock, video and camera product, recording devices, accessory or hardware part, including but not limited to scratches, dents and numerals, letters, icons and symbols silkscreened onto unit keycaps and numerals, letters, icons and symbols silkscreened onto unit cabinet;

¹ You are still required to send Getac your defective product, which Getac must receive within 30 days of your RMA Request. Getac's Advanced Exchange program is controlled by its RMA Agreement.

- (n) shipping damage is the responsibility of the shipper
- (o) negligence
- (p) damage from accidents
- (q) operation of product outside the published environmental or electrical parameters
- (r) use of supplies or parts not meeting Getac's specifications or user manual(s)

THIS PRODUCT IS NOT INTENDED FOR USE AS OR PART OF NUCLEAR EQUIPMENT/SYSTEMS, AIR TRAFFIC CONTROL EQUIPMENT/SYSTEMS, OR AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS, OR ANY OTHER SYSTEMS THAT REQUIRE FAIL-SAFE PERFORMANCE. GETAC WILL NOT BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM THE USE OF THIS PRODUCT ARISING OUT OF THE FOREGOING USES. AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS include class 2 Electronic Flight Bag (EFB) Systems and Class 1 EFB Systems when used during critical phases of flight (e.g., during take-off and landing) and/or mounted onto the aircraft. Class 1 EFB Systems and 2 EFB Systems are defined by FAA:AC (Advisory Circular) 120-76A or JAA: JAA TGL (Temporary Guidance Leaflets) No. 36.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, GETAC SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF GETAC CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY GETAC IN ITS SOLE DISCRETION. NO GETAC RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY. IF ANY TERM IS HELD TO BE ILLEGAL OR UNENFORCEABLE, THE LEGALITY OR ENFORCEABILITY OF THE REMAINING TERMS SHALL NOT BE AFFECTED OR IMPAIRED.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, GETAC IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH GETAC PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. GETAC DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

Obtaining Warranty Service

Please access and review the online help resources at www.getac.com before requesting warranty service. If the product is still not functioning properly after making use of these resources, a Getac representative will help determine whether your product requires service and, if it does, will inform you how Getac will provide it. Getac will provide warranty service on products that are tendered or presented for service during the warranty period, as permitted by law. In accordance with applicable law, Getac may require that you furnish proof of purchase and/or comply with registration requirements before receiving warranty service. You may be responsible for shipping and handling charges to obtain service under this warranty.

In any instance in which Getac issues a Service Request Number (SR #), Getac must receive the product(s) for repair prior to the expiration of the warranty period in order for the repair(s) to be covered by the limited warranty service.

If your product is capable of storing data or software programs, you should make periodic backup copies of the data and programs contained on the product's hard drive or other storage media to protect your data and as a precaution against possible operational failures.

Before you deliver your product for warranty service, it is your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords.

You will be responsible for reinstalling all such software, data and passwords. Getac and its authorized service providers are not liable for any damage to or loss of any programs, data or other information stored on any media, or other non-Getac product or part not covered by this warranty. Recovery and reinstallation of system and application software and user data are not covered under this limited warranty.

Schedule 4

RETURN MATERIAL AUTORIZATION AGREEMENT

This Return Material Authorization Agreement ("Agreement") is between Getac Video Solutions Inc., located at 3800 American Blvd W, Ste. 500, Bloomington, MN 55431 ("Getac"), and _____, located at _____ ("Customer"). This Agreement dated _____ ("Effective Date") sets forth the terms that apply when Customer submits an RMA Request.

The term, "Application," as used in this Agreement, means the web portal Customer uses to submit an RMA Request with Getac. The "RMA Request Date" of this Agreement is the date on which Customer submit an RMA Request using the Application. This Agreement describes the terms that apply when Customer submits an RMA Request using this Application.

1. DEFINITIONS

"Old Product" means the defective product Customer is exchanging for Good Product via RMA Request.

"Good Product" means the functional product Customer will receive in exchange for the Old Product. A Good Product may be new or refurbished in good working order.

"RMA Request" is the process by which Customer requests a replacement Good Product from Getac in exchange for Customer's Old Product using the Application. An RMA Request may be initiated by the Customer, or if the Customer explicitly authorizes Getac, Getac may submit an RMA Request on behalf of Customer.

2. OBLIGATIONS

- 2.1 Getac will ship a Good Product to Customer at the address provided in the Application after receiving a valid RMA Request using the Application.
- 2.2 Customer must timely ship Customer's Old Product to Getac at the address listed in the recitals such that Getac receives the Old Product within thirty (30) days of the RMA Request Date.

3. TERMS AND CONDITIONS

- 3.1 This Agreement only applies to products covered by a Getac Warranty.
- 3.2 Getac may ship the Good Product to Customer via any shipping method chosen at Getac's sole discretion. The risk of loss of the Good Product passes to Customer at the time of delivery by Getac to the designated carrier.
- 3.3 Getac will only replace an Old Product with a Good Product carrying the same SKU, except if the Old Product is no longer available, Getac may replace an Old Product with an equivalent or functionally superior Good Product that carries a SKU that is different from the Old Product, at its sole discretion.

4. PAYMENT

If Getac has not received the Old Product within thirty (30) days of the RMA Request Date, Getac is entitled to invoice Customer the full market value of the Good Product. Any such invoice generated in accordance with this Section shall be due payable in full within the period set forth in the invoice.

5. TERM AND TERMINATION

- 5.1 This Agreement begins on the Effective Date and terminates when Customer and Getac mutually agree to terminate this Agreement in writing.
- 5.2 Getac reserves the right to reject any RMA Request and terminate this Agreement for any reason.

6. WARRANTY AND LIMITATION OF LIABILITY

- 6.1 GOOD PRODUCTS ARE COVERED BY THE GETAC WARRANTY ORIGINALLY PURCHASED BY CUSTOMER, WHICH SHALL CONTINUE WITHOUT EXTENSION FOR THE ORIGINAL WARRANTY PERIOD ASSOCIATED WITH THE OLD PRODUCT. IN NO CASE SHALL THIS AGREEMENT BE CONSTRUED TO EXTEND CUSTOMER'S ORIGINAL GETAC WARRANTY.
- 6.2 IN NO EVENT SHALL GETAC BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION LOSSES ASSOCIATED WITH THIS AGREEMENT, CUSTOMER'S USE OF THIS APPLICATION, OR GOOD PRODUCT REQUESTED BY RMA REQUEST.
- 6.3 CUSTOMER AUTHORIZES GETAC TO DELETE ANY DATA EXISTING ON THE OLD PRODUCT'S HARD DRIVE OR OTHER STORAGE MEDIA RETURNED WITH THE OLD PRODUCT; THIS AUTHORIZATION MAY NOT BE REVOKED UNLESS MUTUALLY AGREED IN WRITING. IT IS CUSTOMER'S RESPONSIBILITY TO ENSURE IT HAS A SEAPARTATE BACKUP COPY OF ANY DATA EXISTING ON THE OLD PRODUCT HARD DRIVE OR STORAGE MEDIA PRIOR T GETAC'S RECEIPT OF THE OLD PRODUCT.

7. MISCELLANEOUS

- 7.1 Neither party to this Agreement shall assign, delegate or otherwise transfer its rights or obligations under this Agreement to any third party without the other party's prior written consent.
- 7.2 This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Connecticut without regard to the choice of law thereof. Both parties agree that the federal or state courts located in Connecticut shall have the exclusive jurisdiction over the matters arising from or related to this Agreement.
- 7.3 This Agreement shall constitute the entire agreement between the parties and supersedes any prior written or oral agreements, understandings or communications with respect to the subject matter hereto. The terms of this Agreement shall not be modified unless made in signed writing by both Parties.

Each signor below hereby represents they have authority to enter into this contract and bind their respective principle identified in the Recitals.

GETAC VIDEO SOLUTIONS INC.

CUSTOMER

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit B

Service Level Agreement

This Service Level Agreement (“SLA”) governs service level expectations for Getac Video Solutions, Inc. (“GVS”) technology services (“Services”) by Bridgeport Connecticut Police Department (“Customer”) and is hereby entered into by and between GVS and Customer on _____ (“Effective Date”).

Services include all GVS-developed or sold software, applications, and storage solutions, as more further described in the Master Terms Agreement. Services do not include any GVS hardware, or third-party software or applications.

1) GOALS

The purpose of this agreement is to establish service level benchmarks for the Services. GVS’s goal is to provide 99.9% uptime for Services using commercially reasonable efforts.

2) GUARANTEED SERVICE LEVELS AND CREDITS

Should GVS fail to make Services available for Customer use at least 99.9% of the time (calculated on a monthly calendar basis), Customer may be entitled to Service Credits as set forth in the table below.

Monthly Uptime Levels	Service Credit (Days)
Uptime < 99.9%	3

“Uptime” means any time in which the Services are available for Customer’s use.

3) SERVICE CREDIT REQUESTS

In the event Customer believes it is entitled to a service credit, Customer must notify GVS of its request (“Service Credit Request”) within 60 days of the last day of the calendar month for which Customer believes a service credit is due. All such Service Credit Requests must be made in writing to legal@getacvideo.com. The Service Credit Request must contain the following information: (a) a detailed description of the incident causing downtime, (b) information regarding the time and duration of the downtime, and (c) a description of Customer’s attempt to resolve the incident at the time of occurrence. Customer may unilaterally offset amounts payable with service credits if not provided within sixty (60) days of its submittal of the Service Credit Request. GVS will evaluate all available evidence for final determination whether a service credit is due. In the event GVS determines Customer is entitled to a service credit, GVS will credit Customer’s account.

4) TECHINCAL SUPPORT

In the event that technical issues arise, these issues are triaged in accordance with the chart below so that a solution can be implemented as quickly as practicable.

SUPPORT PORTAL

GVS Technical Support assists customers and logs technical issues using The Getac Support Portal. The

Issue Classification	Description	Targeted Response Time	Targeted Resolution Time
Severity 1	-Business critical function is down -Material impact to Customer's business -No workaround exists	As soon as possible, using commercially reasonable efforts	Less than 24 hours
Severity 2	-Business critical function is impaired or degraded -There are time-sensitive issues that materially impact ongoing production -Workaround exists, but it is only temporary	1 Business Day	Less than 1 week
Severity 3	-Non-critical function down or impaired -Does not have significant current production impact -Performance is degraded	1 Business Day	Mutually agreed time frame based on prioritization

Support Portal provides customers with support transparency and facilitates fast resolution of technical issues. A typical Support Portal request proceeds as follows:

- 1) Customer experiences an issue and emails support@getacvideo.com, which creates a ticket in the Support Portal.
- 2) Getac responds to the ticket with full visibility to the Customer, Getac Support emails the Customer with support ticket updates.
- 3) Should Customer have any questions or concerns, it can reply to Getac Support ticket emails to facilitate a faster resolution.
- 4) Support tickets are generally resolved within 24 hours.

GVS Technical Support personnel have extensive technical support experience in the public safety sector, making them especially well-qualified to provide top-notch customer support for the GVS Video solution.

PLATINUM SERVICE PLAN

In addition to the Support Portal, GVS will be providing Customer with a Premium Service Plan, which will include:

- 1) GVS will provide Customer with a dedicated technical account manager who will (a) be Customer's primary contact for any support requests, (b) become familiar with Customer's system, (c) stay current on Customer's system configurations, (d) document changes to Customer's system, (e)

perform proactive monitoring of Customer's system, (f) coordinate all support activities on Customer's behalf, and (g) perform additional service-related tasks for Customer as needed.

2) An quarterly system health check will be performed by the dedicated technical account manager, which will include on-site system health checks to evaluate the baseline performance of all major system components. After completing the annual system health check, the account manager will provide customer with a report of the system evaluation and any recommendations to improve system health.

3) 24/7 enhanced service remote response times, as set forth below:

Incident Priority	Business hours	After Hours
Low	Less than 20 Minutes	Less than 30 Minutes
Medium	Less than 20 Minutes	Less than 20 Minutes
High	Less than 20 Minutes	Less than 20 Minutes

4) 24/7 enhanced service in-person response times, as set forth below:

Incident Priority	Business hours	After Hours
Low	5 Business Days	7 Business Days
Medium	3 Business Days	5 Business Days
High	48 Hours	72 Hours

5) GVS will, upon mutual agreement of the Parties, send technical assistance to Bridgeport to resolve issues that cannot be addressed remotely. Resources will be scheduled based on severity of issue(s) that require service, and Getac will use best efforts to provide technical resources on-site in accordance with the table above. "Business Days" shall mean Monday through Friday, but excludes all federal and state holidays.

Support requests during GVS normal business hours will be managed by the dedicated technical account manager. Support requests after GVS normal business hours will be managed by the GVS Technical Support team, which will have the option to bring the dedicated technical account manager in for problem resolution as needed. The Premium Service Plan is provided at an additional cost, and its termination or renewal will be subject to the term and termination provisions of the Master Terms Agreement.

5) MAINTENANCE

Standard Service maintenance and updates will occasionally be necessary to ensure optimal Service performance, and will not be counted against Uptime for purposes of service credit calculations. GVS will always attempt to minimize impact on Service availability to Customer by scheduling during off-peak hours to the extent possible. Emergency maintenance for debugging and other unanticipated needs may be counted against Uptime for service credit calculations.

6) TERM AND TERMINATION

This SLA commences on the Effective Date and shall continue in effect until terminated by either party. GVS may terminate at any time upon written notice for non-payment by Customer of the Services, or for any material breach of the Master Terms Agreement or any other agreement with GVS.

7) EXEMPTIONS

Service credits shall not be available for unavailability of Services caused by or arising from (a) Customer or Customer's third-party equipment, (b) a third party, (c) force majeure events, or (d) termination of the underlying purchase order or sales contract between GVS and Customer.

8) LIMITATION OF LIABILITY

In no event shall GVS be liable to Customer for any special, incidental, consequential, punitive or similar damages, including but not limited to, lost profits, loss of data, or business interruption losses, associated with the Services.

9) MISCELLANEOUS

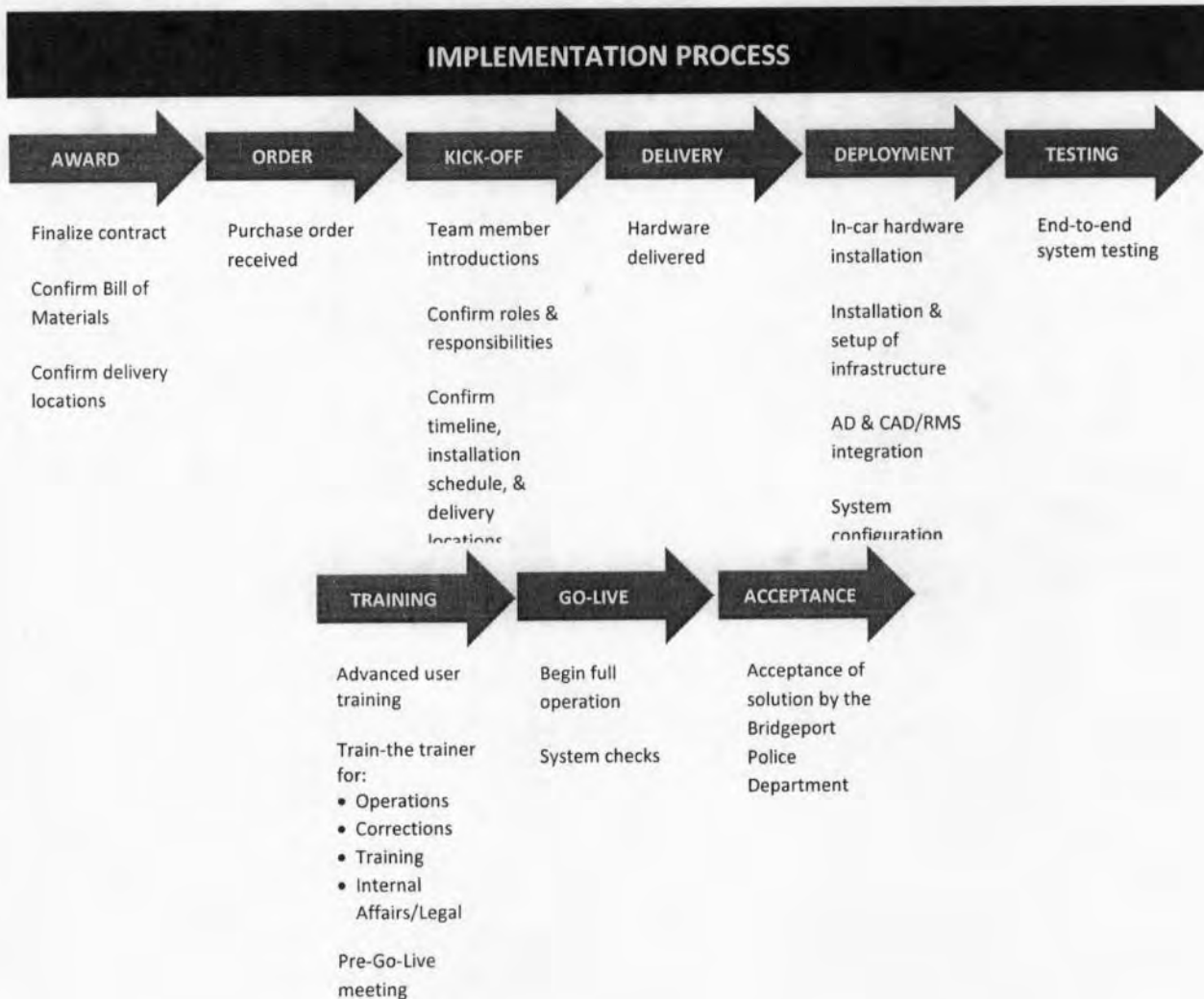
This SLA constitutes the entire agreement and understanding between GVS and Customer with respect to the subject matter of this agreement. The terms of this SLA shall not be modified unless made in signed writing by both parties, and neither party shall assign, delegate, or transfer its rights or obligations under this SLA to any third party without the other party's prior written consent.

This SLA shall be governed by and construed in accordance with the substantive laws of the State of Connecticut. If a conflict exists between this Service Level Agreement and the Master Terms Agreement, the Master Terms Agreement shall govern.

Exhibit C

IMPLEMENTATION PLAN

Implementation Process Overview



Required Resources, Roles, and Responsibilities

We expect the Bridgeport Police Department to provide:

- Primary Point of Contact
- Workspace for the project team
- Training space

- IT resource to coordinate Active Directory configuration
- IT resources for CAD/RMS integration (if used)
- List of evidence categories with associated retention periods
- List of users and camera assignments
- Network drop and available power outlet for docks
- Monitors, mice, keyboards, etc.
- Participation in weekly calls and onsite meetings

Project Timeline (adjust according to Exhibit A)

Getac offers implementation services tailored to meet departmental needs. A sample preliminary project plan follows.

Purchase Order One—SAMPLE PROJECT PLAN

Activity/Milestone	Date	Effort (Days)	Participants
Purchase Order	3/1/22	10	Department Personnel
Project Kick-Off	3/21/22	1	Department Personnel, GVS,
Hardware Delivery	4/28/22	1	GVS
In-Car Hardware Installation	TBD-based on BPD Schedule		Island Tech Services
On-Site Deployment	5/10/22-5/13/22	4	Department Personnel, IT Support, GVS, ITS
Testing	5/10/22-5/13/22	4	Department Personnel, IT Support, GVS, ITS
Training	5/10/22-5/13/22	4	Department Personnel and GVS Trainers
Pre Go-Live Meeting	5/12/22	1	Department Personnel, GVS
Go-Live	5/13/22	1	Department Personnel, GVS
Post Go-Live System Checks	5/16/22-5/22/22	5	Department Personnel, GVS
Solution Acceptance	5/22/22	1	Department Personnel
Hand off to Tech Support	5/22/22	1	Department Personnel

Purchase Order Two—SAMPLE PROJECT PLAN (adjust according to Exhibit A)

Activity/Milestone	Date	Effort (Days)	Participants
Purchase Order	2/1/23	10	Department Personnel
Project Kick-Off	3/1/23	1	Department Personnel, GVS,
Hardware Delivery	4/28/23	1	GVS
In-Car Hardware Installation	TBD-based on BPD Schedule		Island Tech Services
On-Site Deployment	5/16/23-5/20/23 5/23/23-5/26/23	10	Department Personnel, IT Support, GVS, ITS
Testing	5/16/23-5/20/23	5	Department Personnel, IT Support, GVS, ITS
Training	5/23/22-5/26/22	3	Department Personnel and GVS Trainers
Pre Go-Live Meeting	5/23/23	1	Department Personnel, GVS
Go-Live	5/26/23	1	Department Personnel, GVS
Post Go-Live System Checks	5/26/23-6/15/23	5	Department Personnel, GVS
Solution Acceptance	6/15/23	1	Department Personnel
Hand off to Tech Support	6/15/23	1	Department Personnel

Detailed Implementation Description

ORDER

The purchase order will be submitted to Getac Video Solutions, which will initiate the deployment process.

KICK-OFF

The dedicated Project Manager for Getac Video Solutions for this project will coordinate an initial kick-off meeting that may be done remotely or in person once the contract has been issued and fully processed to review the order, define the scope of work, deployment plan and project milestones.

GVS Project Manager will also communicate the necessary management reviews and status updates for the project milestones on regularly scheduled touchpoint calls that will be on weekly or bi-weekly basis to the Department stakeholders. The Project Manager will be responsible to plan, monitor, report, track and manage the project status at the beginning (pre-planning phase), during implementation (implementation phase) and upon conclusion of the project on a project wrap up meeting to ensure project milestones are met in the defined project timeline.

The Solutions Architects assigned to the project will provide daily reports to GVS Project Manager on the work completed each day and on weekly basis in a weekly recap report. The GVS Project Manager will provide the Department stakeholders with daily and weekly recaps of the work completed for the various training sessions scheduled, body cameras deployed, and in-car video systems installed. Any issues that may arise which cannot be immediately resolved will be escalated to the GVS Project Manager who will then advise the Department personnel. If a change order request is needed, the GVS Project Manager will note the change request for tracking purposes and forward to the Department for approval.

Field reports are created by Solutions Architects, along with weekly and monthly project updates, vehicle lists, and support inquiries that are all managed within a consolidated CRM, which is closely monitored. Customer facing documentation, which may include but are not limited to, vehicle list, field reports, and project reports created by the Technical Field Services team, is hosted within OneDrive and is restricted to authorized users from the Bridgeport Police Department and Getac Video Solutions team members.'

DELIVERY

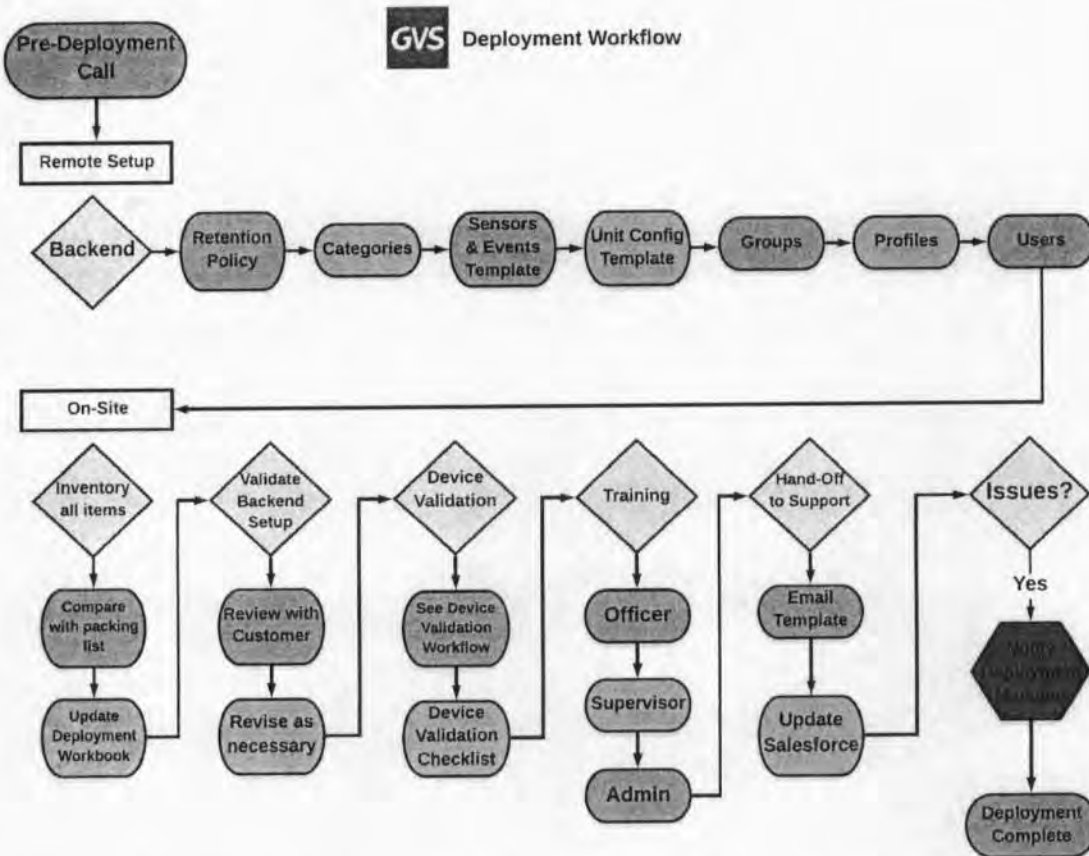
All ordered hardware will be delivered to agreed upon locations according to the delivery timeline.

The Project Manager monitors project milestones for timely delivery and issue identification. This includes, for example, estimated hardware delivery dates, server readiness, and training progress. The Solution Architect audits the deployment configuration after completion. Any risks identified by the deployment team are escalated within 1 business day to appropriate Getac resources for remediation. In this way, Getac effectively manages project deployment risk and promotes on-time delivery.

Issues that may arise during the project or post-deployment that have been escalated to GVS Support which cannot be resolved remotely, or OTA may require an onsite service call will be forwarded to GVS Support Manager. The GVS Support Manager will coordinate with GVS PM to schedule a Solutions Architect or Deployment Technician to travel onsite in order to resolve this maintenance or service call in timely manner.

A Risk Management Plan will be created in the Planning Stage and will be maintained, updated and accessible for the life of the project in order to provide a method for managing risk. The Risk Management Plan shall include response measures in order to avoid potential risk scenarios, control and mitigate risk events through immediate steps, and through planning to accept or transfer risk.

DEPLOYMENT



The project implementation team will be responsible for leading in-depth meetings to discuss vehicle and backend installation and the implementation of video capture, movement of files (including upload optimization), content management, storage workflow, retention policies, incident tagging, evidence sharing, workflow efficiency and additional requirements as needed.

Deployment schedule will be developed upon notice of award and PO processing by the Department to Getac Video Solutions. Estimated timeline will heavily depend on which entity is providing the installation services and their expected throughput per day.

SYSTEM CONFIGURATION

Getac will provide Cloud Configuration Services including:

- Provision and configure the Department's Getac Video Management Cloud Server
- Create and configure Evidence Categories and Retention periods as provided by the Department.
- Create and deploy device configuration templates for each of the device types:
 - Vehicles with rear cameras

- Body Cameras
- Camera Multi Docks
- Create Roles and Groups per Department's requirements
- Configure system permissions for each of the Roles per Department's requirements
- Work with Department resource to configure integration with Department's Active Directory (AD) system in order to provide user accounts

The Bridgeport Police Department will be responsible for:

- Provide a resource at to coordinate AD configuration for syncing
- Providing a list of Evidence Categories with associate Retention Period

INSTALLATIONS

Installation services will take place at the Bridgeport Fleet Garage. Installation services will include:

- Training Day - The first day of the deployment will be training provided by a Department representative to lead install technician and project manager at the headquarters facility to determine the exact installation methodology, mounting locations, wiring configurations, and safety requirements while working in and around Department facilities.
- Installation of Getac Video hardware including:
 - Getac DVR, cameras, and monitor
 - Bluetooth Trigger Box
 - Body Camera USB Dock
 - External Antenna
- Configuring and testing the installed system as required
- Cleanup and disposal of all packing materials and trash
- Installs will be conducted Mon-Friday, 8am-6pm
 - Hours and days may be flexible if agreed upon by all parties during the course of installation/deployment
- A Video Completion Document (VCD) will be completed by the install tech for each vehicle installed and will capture make/model/Unit # of the vehicle along with device serial numbers of the installed equipment. Completed VCDs will be uploaded at the completion of the day to a OneDrive repository and will be made available to the Department.
- Satisfactory completion and acceptance of each vehicle installation will be evidenced by a fully executed Vehicle Completion Document (VCD). The Department will designate a POC onsite who will be responsible for reviewing each installation and signing the VCD confirming the installation

has been satisfactorily completed. The VCD is a 3-copy NCR document where one signed copy will be left with the designated onsite POC.

The Department will be responsible for:

- Providing a well-lit secure area for vehicle installation with enough room to install three vehicles simultaneously
- List of vehicles by installation location, including vehicle VIN#, Fleet#, Make, Model, and Year
 - Communicating any changes to the list that may occur prior to the start of or during installation
- Removal of all weapons from vehicles prior to installation
- Scheduling and delivering an agreed upon minimum of vehicles to each installation location per day

Getac will configure and assist the Department with deploying the body cameras and the camera multi-docks.

- Configure and install the Getac 8-port multi-dock at the specified locations.
- Apply configuration and test the Getac body cameras

Bridgeport Police Department will be responsible for:

- Providing a network drop and available power outlet for each Getac Camera multi-dock at each of the installation locations.
- Provide a list of users and body cameras assignments

TESTING

System Testing

The Project Team will validate all aspects of the system. The testing and acceptance workflow will go through each system component beginning with the in-car and body-worn camera systems, the on-site hardware components installed at each location, and the evidence management configuration settings.

Sample testing and validation documentation have been provided for the Bridgeport Police Department's reference, and include:

- DVR Installation Workflow
- On-Site Deployment Workflow
- Multi-Dock Installation Validation
- Permission Checklist
- Deployment Hardware and EVM Checklist
- Deployment Validation Checklist
- Trigger Box Installation Workflow
- Vehicle Validation Checklist

Software and Host Test Tools

GVS uses a combination of Vulnerability Scanning and Penetration testing to maintain / validate security controls in the environment. Monthly scans for known vulnerabilities are performed for all public-facing hosts by intruder.io, with near-real-time scans kicking off automatically for emerging vulnerabilities. GVS recently completed a live penetration test and does so yearly to meet FedRAMP Compliance guidelines.

TRAINING

The below constitutes a full training curriculum for camera deployments. Abbreviated train-the-trainer sessions focus on system administrator training, with the expectation that system administrators will then train end-users.

Course	Prerequisites	Duration	Class Size and Location	Method of Instruction	Required Attendees
System Administrator Training	System Administrator Foundations	As Needed	To be determined by Department	Lecture; hands-on	Administrators; backup personnel
Officer Training	None	Officers will be trained in phases, with each phased class _____ minutes long	To be determined by Department	Hands-on predominantly; lecture	Officers; Administrators
Command Staff Training	None	As Needed	To be determined by Department	Lecture; hands-on	Commanding Officers; Administrators
Train the Trainer	System Administrator Training	1-2 days (8 hours each)	To be determined by Department	Lecture; hands-on	Agency must identify in advance
Security Profiles	System Administrator Training	As Needed	To be determined by Department	Lecture; hands-on	Administrators
Diagnostic Training	System Administrator Training	As Needed	To be determined by Department	Lecture; hands-on	Administrators
Maintenance Training	System Administrator Training	1 hour	To be determined by Department	Hands-on	Administrators
System Administrator Foundations	None	As Needed	To be determined by Department	Lecture	Administrators

STAFF TRAINING

1) System Administrator Training

System Administrator Training is a comprehensive, in-depth session covering all hardware and backend features, use, maintenance, diagnostics, and security. This training session will consist of two primary parts:

A) a high-level conversational lecture and demonstration of the Getac Video Solution aimed at the power user (i.e., system administrators). Part of this section will instruct on how to tailor the Getac Video Solution to meet department goals.

B) An in-depth, hands-on learning session focusing on practical use of the hardware and backend.

Specific topics covered include:

Hardware Installation

- Hardware details and specs
- Best practices / Getac Video warranty standards and requirements
- Hardware mounting locations
- Integration to computer
- Maintenance / Troubleshooting / Support
- Optional accessories

End-User

- Hardware (cameras, microphones, DVR, BWC, triggers, and accessories)
- Logging into the Getac Video client and Enterprise
- Features and functions of interface
- Metadata
- Viewing video on local machine
- Video offloading
- Viewing uploaded video
- Best practices

IT / Networking

- Server and software installation
- Firewall details and configuration
- Features and functions of interface
- System Settings
- Unit configuration (Templates, sensors and events)
- Policies (Retention and Upload)
- Permissions (User Group, Roles, Profiles)

- Incidents and Forms (Incidents, Forms, Form Fields)
- Reports
- System management
- Version management (Auto-updater)
- BWC Docking Stations – Multi and Vehicle
- Active directory
- Analytics
- Live-View
- Viewing and sharing media
- Server/system maintenance
- BWC Management

2) Officer Training

Officer Training focuses on the practical usage of Getac Video body worn cameras and software. This training will take a pragmatic approach to the following:

- Overview of hardware and features
- -BWC, triggers, mounts, docks
- Logging into the Getac Video client and Enterprise
- Features and functions of interface
- Metadata - what is it and how is it useful?
- Viewing video on local machine
- How to offload video
- How to view uploaded video
- Best practices / Tips and tricks

3) Command Staff Training

Command Staff Training will include lectures, hands-on devices, and backend training from a practical and policy perspective. Unlike the Officer Training session, this class will delve into department policy objectives and goals and how the Getac Video Solution can be tailored to those goals. Specific topics include:

- Overview of hardware and features
- -BWC, triggers, mounts, docks
- How to log into the Getac Video client and Enterprise

- Features and functions of the interface
- Metadata
 - -What metadata is collected?
 - -What other information can metadata be combined with?
 - -How can this metadata be used to assist the Department in real-time and in a predictive capacity?
- Viewing video on local machine
- How officers offload video
- How to view uploaded video
- Best practices / Tips and tricks

SUBJECT MATTER TRAINING - For System Administrators

1) Train the Trainer Training

This class targets a small group of individuals for specialized training that will prepare them to teach other personnel once the class has been completed. This is an intense, hands-on, and lecture-style class over the course of 2 days; participants should have a propensity for learning new technology and the ability to communicate technological concepts. Once this class is complete, trainers will have a full understanding of the Getac Video Solution and will be able to fully train other department personnel on how to use the hardware and software.

2) Security Profiles

This class will teach the basics of Roles, Profiles, and Groups within the Getac Video Solution; Getac personnel will work with system administrators to tailor the Getac Video Solution to match the Department's security needs.

3) Diagnostic Training

This class is mandatory for system administrators and teaches them how to solve problems that may arise with the Getac Video Solution. The class will help system administrators identify technical issues so that they may be fixed within the Department or otherwise escalated to Getac for technical assistance when necessary.

4) Maintenance Training

Maintenance Training will cover basic tips and tricks for Getac hardware maintenance; this class will be brief, however, as most Getac hardware is maintenance-free.

5) System Administrator Foundations

This class covers foundational knowledge a system administrator should possess in order to make full use of the Getac Video Solution. Topics covered include basic knowledge of networks, active directory, and security. This is a prerequisite for the full Systems Administrator Training.

Go-Live

At this stage the solution will be put in service to allow for real-world use and continued testing and monitoring.

Acceptance

After final testing, configuration revisions, and validation of all components the Bridgeport Police Department will accept the solution as delivered complete as specified.

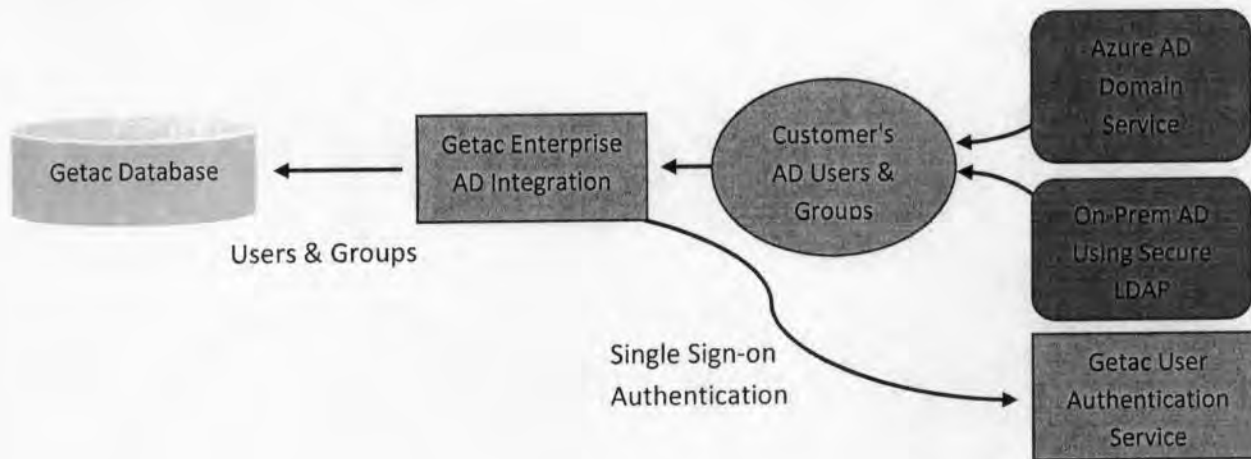
Integrations and Data Migration

Active Directory (if applicable)

Features:

- Seamless integration with Microsoft AD using Secure LDAP
- Supports integration with Azure AD Domain Service
- Bulk import of Users and Groups
- Single Sign-on – using same username and password to authentication on Getac application.
- AD Group mapping with Getac Users Group
- Automatic Role & Permission Profile assignment based on AD group Mapping
- Automatic data Synchronization to keep user accounts updated
- Centralized portal for settings and configuration using Getac Enterprise application

Workflow



Active Directory Resources Requirements:

- IT person who can provide Active Directory LDAP connection information or Azure AD Domain Service App credentials
- Agency's domain and AD user account with 'Directory Services' permission to query data by Getac AD service application.
- One on-prem VM with Windows Server OS with 1GB of free space on OS drive to install Getac AD integration software.
- Server should be accessible over public IP and a configured port. This would allow Getac cloud to connect the Getac AD integration service for data synchronization and authentication. This change would require the agency's IT personnel to configure the public Firewall to allow traffic from Getac cloud.
- Administrator access is required to connect and install the Getac AD software on to the on-prem server.

Note: All communication between the Getac cloud and on-prem AD services is secured over SSL/TLS 1.2.

CAD/RMS- (if applicable)

CAD Integration provides a means for associating and attaching CAD information to video assets within Getac Enterprise. This provides a means for searching for assets within Getac Enterprise, that were generated as a result of the CAD Event. This is an important feature for grouping evidence relevant to investigations and cases.

The CAD Integration system provides the following features:



Ability to bring in CAD Event data from CAD systems. Currently, import of CAD CSV and XML formatted files are supported.



Match a video asset with a CAD Event data and attach the related CAD data to the asset. Currently the CAD ID is attached to the asset.



Optional modes of operation: Automated matching of CAD Event to video asset upon video upload to Getac Enterprise. It also adds the ability for an officer to search for a CAD Event, from the Mobile Video Solution (MVS) Application, matching an asset and select the event's CAD ID to attach to an asset. This is currently included as part of the Asset - Category Form.



CAD Event data appears in the Asset Description field within the Getac Enterprise Asset List. Currently the data displayed, consists of the CAD ID.



The CAD ID is **searchable** from the Getac Enterprise - Global Search.

Operation Modes:

Automated Matching



Officer Aided Search – Matching



Project Requirements:

Some components of the CAD Integration Getac Enterprise module are installed and executed within the agencies local network environment. There are several prerequisites that must be provided for these components to be installed and operated. These resources (hardware and software) are Agency managed and supported.

These Prerequisites include:

1. A server where components of the CAD Integration product are installed and executed (CAD Integration server).
2. A shared folder where incoming CAD export files (currently CSV or XML) are dropped. This folder can exist on the CAD Integration Server or can be a network shared folder.
3. A Microsoft SQL Server database or SQL Server Express database is used to store CAD data and CAD Integration configuration information. It can be installed on the CAD Integration server or on a separate server accessible from the CAD Integration server.

4. The CAD Integration server must be network accessible from a public IP and port. Getac Enterprise must be able to reach services running on the CAD Integration server.

Resources

To successfully implement a CAD Integration with Getac Enterprise, the following resources are recommended to oversee and facilitate various functions of the project implementation.

1. A dedicated Customer Agency IT resource to manage the previously listed Prerequisites.
2. A technical resource from the source CAD application may be required to help provide the exported CSV or XML files supported by the Getac Enterprise CAD Integration module.
3. An assigned Getac Project Manager to oversee and manage the combined resources and configuration.
4. Additional development resources and cost may be required from either the CAD vendor or Getac to accommodate the unique configuration of the Agencies implementation if the project falls outside of the standard expectations and functions explained in this document.

AD Event Data Input:

CAD Event Data Files

Currently CSV and XML formatted files (Exported from the CAD application) containing the CAD Event data (and other required data points) are supported. The customer agency is responsible for periodically supplying the files in a directory accessible by the CAD import process. The interval at which these files are supplied is at the discretion of the customer agency and impacts how quickly Getac Enterprise can process a matching CAD Event.

The following data elements must be present for each CAD Event:

- CAD ID
- Officer ID
- Timestamp

NOTE: The Officer ID must match the Officer ID's used in Getac Enterprise.

CSV Files

The CAD Integration system accepts CSV formatted files exported from the Source CAD application conforming to the following standards:

- Comma delimiter
- Text can be quoted or not quoted. If text is not quoted, the text must not contain commas to avoid being interpreted as a delimiter

- One CAD Event per line Other considerations:
- A CAD Event should be available in a file shortly after the event is created to ensure it is available for matching or searching when the video is uploaded, or the CAD ID is searched and selected in Getac Enterprise.
- More than one CAD Event may be presented in a single file.
- A CAD Event line within a CSV file is considered unique based on the CAD ID, Officer ID and Timestamp.

XML Files

The CAD Integration system accepts XML formatted files conforming to the following:

- One CAD Event per file
- Text must not be quoted
- The CAD ID and timestamp must be stored at the root level.
- All required data elements must be reachable using a standard XML path.

Other considerations:

- A CAD Event should be available in a file shortly after the event is created to ensure it is available for matching or searching when the video is uploaded, or the CAD ID is searched and selected in Getac Enterprise.
- More than one CAD Event may be presented in a single file.
- A CAD Event line within an XML file is considered unique based on the CAD ID, Officer ID and Timestamp.
- Multiple officers can be assigned to a single CAD Event, but all Officer ID's must be present in Getac Enterprise.
- To ensure compatibility with Getac CAD Integration, CAD XML files must be verified by Getac.

Functional Components:

File Ingestion

Once a new CSV file is identified in the Network drop location, that CSV file is parsed, and the data posted to a Getac Enterprise database.

- A service job executes on a scheduled basis to process the newly added file(s) in the network drop location.
- The job parses the file(s) into CFS data fields
- Data from the file is posted to a Getac Enterprise database based on the mapping defined in the configuration

Matching Videos to Calls for Service (CFS)

A Getac video is matched with a CAD CFS by a process that executes on a scheduled basis (Customer determined schedule).

The data elements that will be used for matching a Getac video to a CFS are as follows:

Video Metadata	Call for Service
Officer	Badge ID
Recording Started + Recording Ended	Date Time
Lat Long (Latitude and Longitude)	Latitude and Longitude

- Badge ID is the officer's assigned ID.
- Note: An officer's Badge ID in the CAD Application must be the same as the Unique ID set in the officer's Getac Enterprise user profile.
- Date and Time from call for service is compared against the start of the video recording. It is possible, or even likely, the video recording starts later than the CFS date and time. Therefore, there is a configurable allowance for a difference in time.
- The latitude and longitude are compared against the one or more latitude and longitude pairs from the video metadata. The values will likely not be an exact match, so there will be a configurable distance allowance applied.

Adding Call for Service Data to Assets

Once a video asset is found to have a matching CFS, the CAD number, officer name, and type of call included with that CFS are added to the asset in Getac Enterprise.

When the asset is displayed in the Assets table within Getac Enterprise, the CAD ID appears in the Description column.



Configuration Parameters

The following configuration parameters are required for the CFS data:

- Retention Period: specifies how long a call for service record will be retained in the Getac database.
- Allowance for time difference: Allows for a difference in time between the time of the video recording and the time stamp on the CFS.
- Allowance for difference in distance: Allows for a difference in distance between the GPS coordinates from the video and the location from the CFS.

Getac Video Migration (SAMPLE SOW PROVIDED)

Getac Enterprise is a robust Digital Evidence Management System (DEMS) with a native ability to ingest file types from many different devices for storage and playback. Getac Video Solutions supports the most extensive library of playable file types in the industry and can store virtually all file types for later export. Getac Video Solutions prides itself on our development team's agile ability to create custom import tools to facilitate the migration of legacy data.

Data migration is a custom effort. GVS will work with the Department to prepare the files for transfer and then do the work to ingest them into Enterprise.

To date, Getac Video Solutions has completed phased legacy data migrations of many customers successfully but does not disclose the nature of the migration in public responses for security reasons.

The cost for storage of migrated video is approximately \$625-\$650 per TB, annually. This does not include the cost of the custom migration work. Additional details will be needed from the Department to develop a full

scope of work for this service and provide an accurate quote. Getac Video Solutions will be providing this data migration at no cost to Bridgeport Police Department or the City of Bridgeport.

MIGRATION OVERVIEW

Data from other systems may be imported using our Import Utility software and supporting services. This import process enables secure, auditable migration of video files and related metadata into Getac Enterprise. Imported recordings are managed as assets in Getac Enterprise, and once imported, we can take advantage of the metadata display, search, playback, categorization, retention, and export.

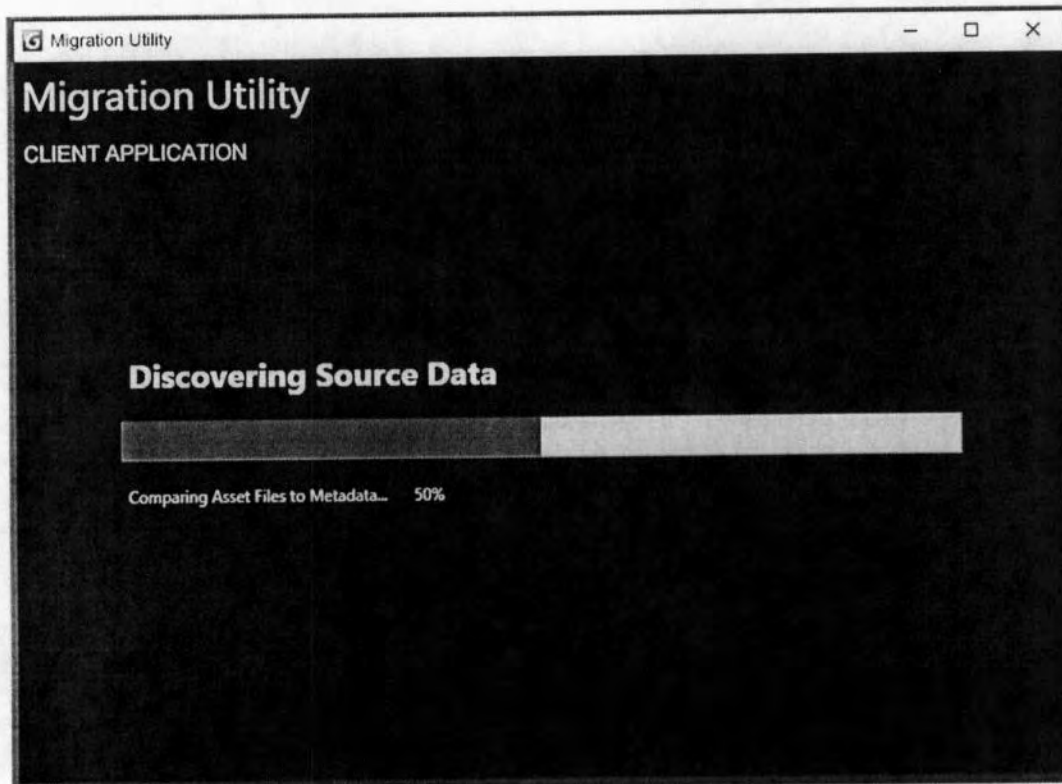
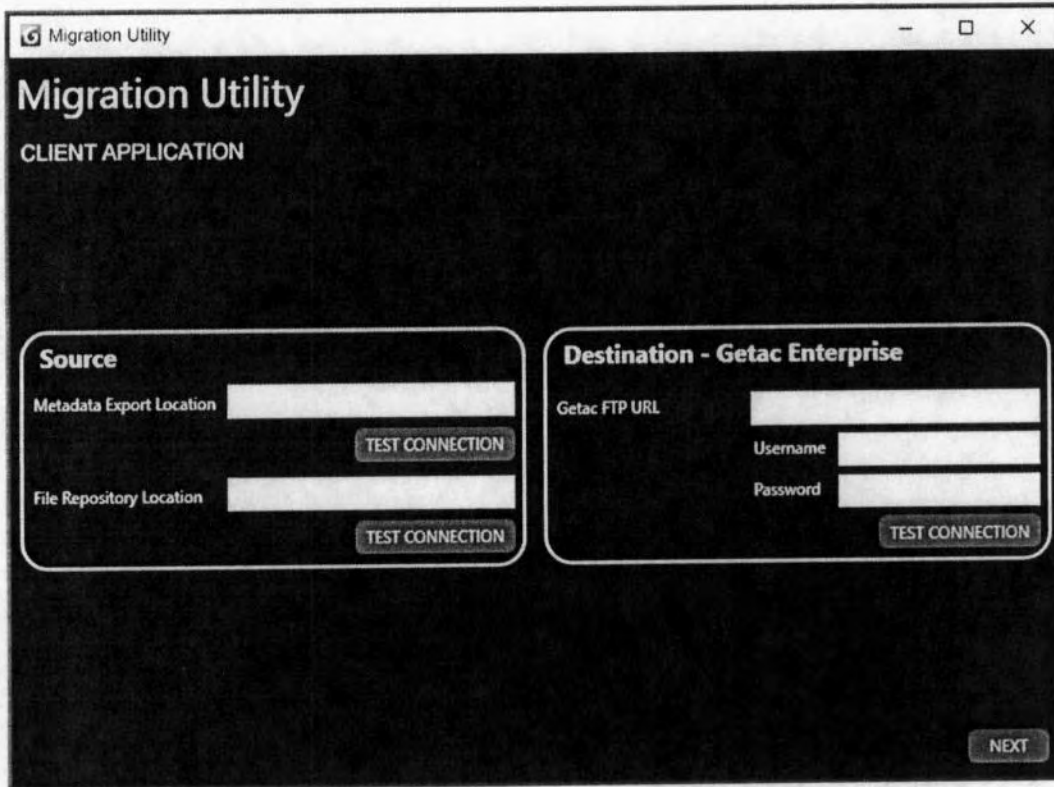
GVS REQUIREMENTS

1. Metadata available as CSV
2. Collaboration with the agency to read and validate CSV files and data records
3. Server Access from agency for GVS to be able to install and configure migration software
4. Evaluate status of data and communicate with agency
5. Confirm with Agency
6. Data with insufficient metadata will have to be manually transferred
7. Videos will be searchable in EVM and viewable by downloading and playing in an arbitrator player

Migration Execution

a Before fully starting to migrate, we will test migration with one or more sample data sets (up to 1% of the data) to validate and confirm all data mapping and to allow the client and Getac to gain comfort with the process.

b Time needed for migration of this scope of data is dependent upon the size and count of video files, transfer method and speed used to migrate the recordings and metadata to the Getac Cloud environment.



Migration Utility

Migration Utility

CLIENT APPLICATION

Source Content Results

Video Files Found	242950
Image Files Found	0
Metadata CSV Export Files Found	1
Total Metadata Rows in all Export Files	243487

Source Issues

Images/Videos missing metadata row match	0
Metadata Rows with no matching file	577
Duplicate metadata and/or files found	533

RETRY

Total Matched Assets


Images/Videos with matching metadata	242950
--------------------------------------	--------

Migration Utility


Migration Utility

CLIENT APPLICATION

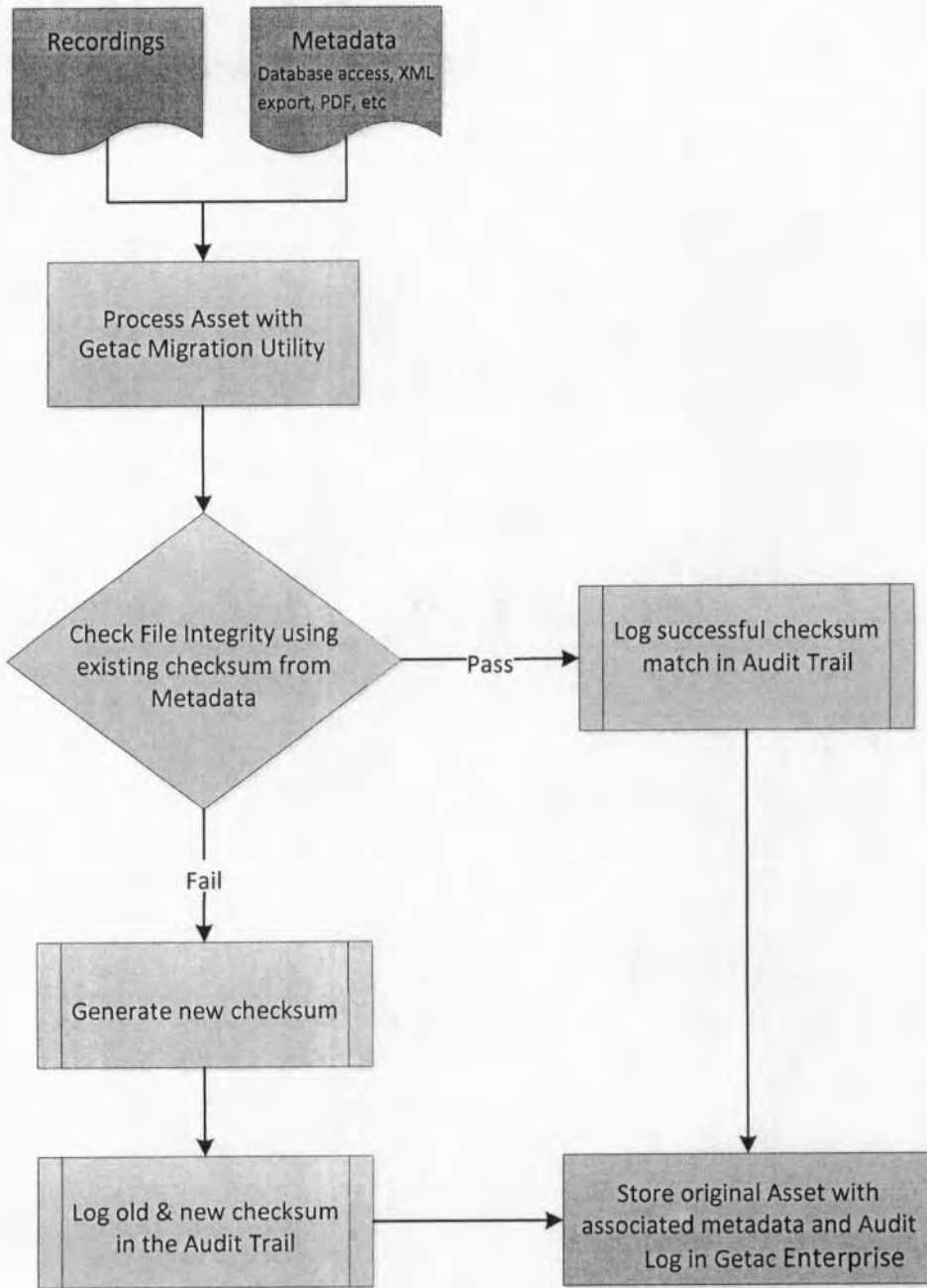
Transferring Data



Overall Progress 50%



0%





Getac Video Solutions, Inc.
3800 American Blvd W, Ste 500
Bloomington, MN 55431

MIGRATION
**STATEMENT OF WORK
AND SERVICE AGREEMENT**

between

**GETAC VIDEO SOLUTIONS INC.
("GETAC")**

and

**Bridgeport Police Department
("CUSTOMER")**

Effective Date: _____

OVERVIEW

The key terms of this Statement of Work and Service Agreement are contained in this section.

● CONTACTS	
● Customer Primary Point of Contact	●
● Reseller Primary Point of Contact	●
● Getac Solution Architect	●
● Getac Delivery Manager	●
● Getac Sales Manager	●

● SAMPLE--SCOPE OF WORK	
● Data Discovery	<ol style="list-style-type: none"> 1. Full access to asset location, i.e via logmein ideally with unattended access. 2. Customer collaborates with Getac to locate asset and metadata format. Identify structure 3. Getac to gather expectations from customer of how the asset/metadata will be used in EVM
● Server Requirements	<ul style="list-style-type: none"> ● Customer Server Requirements <ol style="list-style-type: none"> a. Upload throughput greater than 50mbps b. Able to establish FTPS connection to Getac Cloud (firewall on ports must be open) c. Operational and stable server environment ● Getac Server Requirements <ol style="list-style-type: none"> a. Service Installed, ready to migrate data
● Asset and Asset Metadata (Basic Migration)	<ul style="list-style-type: none"> ● Given that all assets follow the same structure, Getac can migrate the files. Assets that do not have the same structure will not be migrated. Infinite retention will be applied automatically. ● Information that will be migrated as part of a Basic Migration includes: <ul style="list-style-type: none"> ● Officer Information <ul style="list-style-type: none"> ○ OfficerID ○ FirstName ○ LastName ● Asset Information <ul style="list-style-type: none"> ○ FileName ○ Start DateTime
● Additional Development (Custom Migration, to be determined)	<ul style="list-style-type: none"> ● Older server configurations require additional technical discovery: <ul style="list-style-type: none"> ● Ex: Older than Windows 2012 R2 ● Additional customer data requirements. This could include: <ul style="list-style-type: none"> ● Migrating case information

	<ul style="list-style-type: none"> • Additional search functionality • Custom retention periods • Category migration • Other • • PLEASE NOTE: This requires additional discovery and development, post kick-off
• Cost	•
• MILESTONES	
• Kickoff Call/Data Discovery Date	•
• Migration Desired Completion Date	• To be determined by Getac. This is dependent on data discovery, server configuration, and vendor collaboration.
• Project Completion Review Date (6 months from kickoff)	• To be determined by Getac. This is dependent on data discovery, server configuration, and vendor collaboration.
• Completion Date	• To be determined by Getac. This is dependent on data discovery, server configuration, and vendor collaboration.

1. INTRODUCTION

This Statement of Work and Service Agreement (“SOWSA”) describes the engineering and technical services Getac will provide to the Customer for this Project. “Project” shall mean the Customer’s data from a third-party system to Getac’s evidence management solution. The duties and responsibilities set forth in this Agreement shall be binding upon all parties, which may only be modified in writing as agreed by all parties.

2. SCOPE OF WORK

The scope of work for this Project includes all planning, discovery, execution, development, and implementation for a successful data migration. Specific deliverables and milestones are listed in the Overview.

2.1 Deployment Scope

The following are in-scope:

Infrastructure assessment and pre-install meeting with Customer
Deployment based on requirements set forth in the “Server Requirements” above.

2.2 Out of Scope

The following are out of scope, to the extent applicable:

- Performance and stress testing
- Backup server deployment or configuration
- Ongoing maintenance, services, or licensing for third party products
- Data backup prior to commencing the Project.

With regards to data migration services and the functioning of existing servers, Getac is NOT responsible for maintenance of server hardware e.g. mounting, power, cooling, processors, memory, hard drives, Server operating system (OS) licenses, Server Database licenses, backups or any other items pertaining to a physical server, or any networking devices e.g. Routers, Access Points, Switches, Modems (Internal or Mobile), VPNs, or network firewalls. Getac does not provide SQL, Windows

CAL, or any other type of licensing beyond the Getac's software license as set forth in Getac's End User License Agreement (Attachment B). Customer is responsible for maintaining physical server hardware and licensing with their preferred vendor. It is highly recommended that a next day service contract is maintained by Customer in the event of a catastrophic hardware failure.

Customer is responsible for backing up all data prior to Project commencement in case of any data loss or corruption during the Project. Getac shall have no liability or responsibility for any lost or corrupted data resulting from the Project, including without limitation, a failed transfer attempt. Getac will migrate all of Customer's data that can be migrated based on the existing system and any additional development agreed to by the parties during discovery. Customer acknowledges and agrees that some data may not migrate within the existing system and such additional development. Getac shall have no liability or responsibility for migrating data that cannot be migrated based on the existing system and such additional development agreed to by the parties.

In the event of problems with an on-premise video server, Getac will assist Customer IT personnel in identifying the underlying issue and if a component of the Getac Video Enterprise is at fault, will correct said issue. Customer will provide Getac engineering personnel access to assess the on-premise server in an expedient manner to correct issues as they arise.

1. PERIOD OF PERFORMANCE AND MILESTONES

The period of performance and milestones for the Customer Project is set forth in the Overview - the start date of which will be determined (TBD) after awarding of the contract. Milestones listed are tentative, and are subject to change in Getac's discretion based on discovery.

Getac will provide data migration services based on the existing system and any additional development identified during discovery and agreed to by the parties. Any additional development or services requested by Customer after the parties have completed discovery and agreed to the scope of work will be considered outside the scope of work and may result in delays and additional fees.

In the event Customer causes a delay so that Getac or Reseller is unable to complete the work within the agreed upon period of performance, Getac and Reseller reserve the right to bill Customer for additional resources necessary to complete the work.

During the course of the migration project, Customer and Reseller understand Getac has an obligation to pause or temporarily delay the project if Getac determines, in its sole discretion, pausing or temporarily delaying the Project will facilitate or ensure a successful migration. Notwithstanding any other provision in this Agreement, Getac's right to pause or temporarily delay the Project is without limitation, and in no event shall Getac incur liability as a result of exercising said option.

2. PLACE OF PERFORMANCE

Getac and Reseller will perform a majority of the work remotely.

3. WORK REQUIREMENTS

Getac and Customer will be responsible for performing specific tasks throughout the various stages of this Project. Some of these tasks require cooperation from Customer, which shall be supplied to the fullest extent necessary to ensure Getac may fulfill its duties under this Agreement and this Project adheres to the milestones set forth in the Overview. The following is a preliminary list of these tasks which will result in the successful completion of this project, and for which Getac and Customer will be responsible with full cooperation from the any applicable Vendor. Additional tasks requiring cooperation from Customer may be identified during discovery.

REQUIREMENTS		
TASK	CUSTOMER	GETAC
Full/Direct Access to Server where assets are located	X	
Verify Necessary Server/Network Requirements are met		X
Investigate Assets		X
Assets are in the same format	X	
Ensure network and bandwidth can efficiently upload data to the cloud	X	X
Ensure all necessary outgoing ports, provided by Getac, are open on the firewall	X	
Signs off on project once complete (using Statement of Completion)	X	X
Project Management		X

4. ACCEPTANCE

The acceptance of all deliverables will reside with the designated Customer Point of Contact. The Customer's signature on the Statement of Completion (attached hereto as Exhibit A) will serve as definitive acceptance of Getac's or Reseller's work, as the case may be, under this Agreement. Such acceptance shall not be unreasonably withheld. Customer acknowledges and agrees that completion of all data migration possible based on the existing system and any additional development agreed to by the parties during discovery shall constitute Project completion, regardless of the actual total percentage of data migrated. Customer is aware that it may not be possible to migrate all data within the scope of work set forth herein.

Customer shall be deemed to have accepted Getac's deliverables, as if Customer's signature appeared on the Statement of Completion, if Customer fails to notify Getac, in writing, of its intent to withhold acceptance, along with justifications, within five (5) business days of Getac providing written notice to Customer that Getac has delivered all deliverables outlined in this SOWSA.

Customer shall be deemed to have accepted Reseller's deliverables, as if Customer's signature appeared on the Statement of Completion, if Customer fails to notify Reseller, in writing, of its intent to withhold acceptance, along with justifications, within five (5) business days of Reseller providing written notice to Customer that Reseller has delivered all deliverables outlined in this SOWSA.

In the event Customer withholds acceptance, and Getac or Reseller disagree with Customer's basis for withholding acceptance, Getac or Reseller may initiate a dispute according to the following process.

5. TERM AND TERMINATION

The term of this Agreement shall begin on the Effective Date and shall end on the date of completion as set forth and executed in the Statement of Completion (Exhibit A) for each party.

6. OTHER TERMS

6.1 Access

Getac or Reseller employees may request access to Customer for clearance and access badges to the facilities in accordance with Customer security requirements before deployment. Getac or Reseller engineering personnel may need to be granted access to Customer servers, network switches, routers, and access points for the successful deployment of the Project.

6.2 Public Announcements

Getac, Reseller, or Customer may make public announcements and communicate with news media with respect to the subject matter of this Agreement at any point after issuance of a purchase order by Customer, or in the case of a competitive solicitation, after notice of award. Notwithstanding the foregoing, Getac, Reseller, and Customer shall be prohibited from disclosing information that may be considered "privileged or confidential" within the meaning of 5 U.S.C. § 552(b)(4).

6.3 Intellectual Property

Getac retains all right, title and interest to Getac intellectual property owned by Getac and this Agreement shall in no event be construed as a conveyance of right, title or interest to any Getac intellectual property to the Customer absent a written agreement signed by both Parties of such effect.

6.4 Indemnification

Getac shall indemnify and hold Customer, and their respective officers, boards, employees and agents harmless from any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liabilities of any kind whatsoever, including but not limited to, attorney's fees and costs of defense which may be the result of Getac's willful, negligent or tortious conducts arising out of the performance of this Agreement.

Customer shall indemnify and hold Getac, and their respective officers, boards, employees and agents harmless from any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liabilities of any kind whatsoever, including but not limited to, attorney's fees and costs of defense which may be the result of Customer or Customer's subcontractors' willful, negligent or tortious conducts arising out of the performance of this Agreement.

6.5 Limitation of Liability

GETAC SHALL NOT BE LIABLE TO CUSTOMER FOR ANY FAILURE OR DELAY CAUSED BE EVENTS BEYOND GETAC'S CONTROL, INCLUDING WITHOUT LIMITATION, CUSTOMER'S FAILURE TO COOPERATE OR FURNISH NECESSARY INFORMATION, ACTS OF GOD, FAILURES IN TRANSPORTATION, AND TECHNICAL FAILURE OR INADEQUACY. IN NO EVENT WILL GETAC BE LIABLE TO CUSTOMER, RESELLER, OR ANY THIRD PARTY IN AN AMOUNT EXCEEDING THE FEES PAID BY RESELLER TO GETAC. IN NO EVENT WILL GETAC BE LIABLE TO CUSTOMER = FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

6.6 Survival

Sections 6.2, 6.3, 6.4, and 6.5 shall survive expiration or termination of this Agreement.

6.7 Compliance with Laws

Getac and Customer shall comply with all applicable laws and regulations applicable to the subject matter of this Agreement.

6.8 Conflicting Terms

The sections of this Agreement shall be read to be consistent and complimentary. However, in the event of conflict between sections in this Agreement, including Exhibits, the sections shall be given precedence in the following order:

- 1) Overview
- 2) Exhibit B – End User License Agreement
- 3) Exhibit C – Warranty
- 4) Sections 1-6
- 5) Exhibit D – RMA Agreement
- 6) Exhibit E – Purchase Order

Conflicting terms shall be interpreted such the term appearing in the section given higher precedence controls, and the conflicting term appearing in the section given lower precedence is treated as if it did not exist.

6.9 Miscellaneous

6.9.1 Entire Agreement.

This Agreement sets forth the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and communications relating thereto. This Agreement replaces and supersedes any prior software licensure agreement executed between Customer and Getac for the Software and any prior versions thereof.

6.9.2 Modification; Waiver.

This Agreement may not be modified, amended, or superseded except pursuant to a written instrument mutually signed by both parties; specific performance shall not be sufficient to constitute a mutual acceptance of any modification, amendment, or agreement purporting to supersede this Agreement. For the avoidance of doubt, any agreement for the license of Software between Getac and Customer, (including “click wrap” End User License Agreements) purporting to supersede this Agreement shall be null and void with no force or effect.

6.9.3 Governing Law.

This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Connecticut. All disputes arising out of this Agreement shall be resolved exclusively in the federal or state courts located within Connecticut, and Customer hereby agree to the personal jurisdiction and venue of such courts.

6.9.4 Successors and Assigns.

This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, but Customer may not assign or otherwise transfer this Agreement or Customer’s rights and duties without the prior written consent of Getac.

6.9.5 Severability.

In the event that any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, to such extent such provision shall be deemed null and void and severed from this Agreement, and the remainder hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Customer:

Name (Print)

Title

Date

Getac Video Solutions Inc.:

Name (Print)

Title

Date

Exhibit E

STATEMENT OF COMPLETION

I _____, with full authority to act on behalf of _____, hereby accept, without qualification, the work performed by Getac Video Solutions Inc. for this Project, on this day, _____. My acceptance serves as immutable evidence that Getac Video Solutions Inc. has completed its work in satisfaction and accordance with this Project's AGREEMENT.

Customer Signature: _____

Name: _____

Title: _____

Date: _____

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.

ASSOCIATE CITY ATTORNEYS

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

999 Broad Street
Bridgeport, CT 06604-4328



RECEIVED
CITY CLERKS OFFICE
22 SEP 27 AM 11:44
ATTEST
CITY CLERK

September 22, 2022

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

Re: **REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE:**
Proposed Settlement of Pending Litigation in the Matter of Mesa Greenidge v. City of Bridgeport, et al, Docket No. FBT-CV-21-6111475-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 Lawrence A. Ouellette, Jr. – contact info above.
- d. **Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. **Case Summary:** On October 2, 2020, the plaintiff, Mesa Greenidge (age 19 at time of incident), was a passenger in a motor vehicle operated by Leopold Bamouni when a Bridgeport Police Department vehicle operated by Officer David Bahr collided with said vehicle at the intersection of Brooks Street and Stillman Street in Bridgeport, resulting in injuries to the

plaintiff. Plaintiff's total medical specials \$7,651.02; permanent partial impairment rating 8% to cervical spine, 8% to dorsal spine.

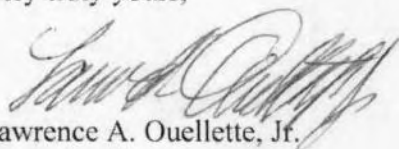
f. Council Action Requested: Approval of request for settlement.

g. Financial Impact Analysis: Total cost to the City will be \$21,875.00, to be paid to Tremont Sheldon, P.C., 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 \$21,875.00 in full and final settlement of *Mesa Greenidge v. City of Bridgeport, et al, Docket No. FBT-CV-21-6111475-S*.

Very truly yours,



Lawrence A. Ouellette, Jr.
Associate City Attorney

cc: Lydia Martinez, City Clerk
Mark T. Anastasi, City Attorney
Amanda L. Keppler, Paralegal

CITY ATTORNEY
Mark T. Anastasi

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

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

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

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John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers



September 27, 2022

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

RECEIVED
CITY CLERKS OFFICE
22 SEP 28 AM 9:03
ATTEST
CITY CLERK


RE: Notice of Intent to Settle: Leopold Bamouni v. City of Bridgeport, et al
Docket No. FBT-CV-21-6105768-S

Dear Ms. Ortiz,

Enclosed hereto please find a twenty-day notice of intent to settle letter for the above-referenced case, along with twenty-one copies. Upon receipt, kindly follow the steps below:

- Place one (1) copy of the Notice in each council member's mailbox in the City Clerk's Office and email each council members a copy of the notice. Once you have placed a copy in the mailbox and emailed it, please:
- Send an email to the Assistant to the City Attorney (via Margo Litz) and the Support Person at the City Attorney's Office (who forwarded the letter), as a written record of delivery of same;
- If any council member request(s) that the settlement be submitted for City Council approval within the twenty-day period, the City Clerk's Office should promptly submit the communication to City Council, to be referred to Miscellaneous Matters Committee and notify the City Attorney's office via email.
- At the expiration of the twenty (20) days, the Support Person will contact the City Clerk to confirm whether anyone has requested that the settlement be submitted.

Thank you,


Lawrence A. Ouellette, Jr., Esq.
Associate City Attorney/Assigned Attorney

cc: Amanda Keppler, Paralegal/Support Person

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

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Facsimile (203)576-8252

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

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Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers



September 22, 2022

To Each City Council Member
of the City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Re: Notice of Intent to Settle: Leopold Bamouni v. City of Bridgeport, et al
Docket No. FBT-CV-21-6105768-S

Dear Honorable Council Members:

The Office of the City Attorney proposes to settle the above referenced litigation, which stems from an incident on October 2, 2020 as follows. It is our professional opinion that resolving this matter for the consideration agreed to between the parties is in the best interest of the City of Bridgeport.

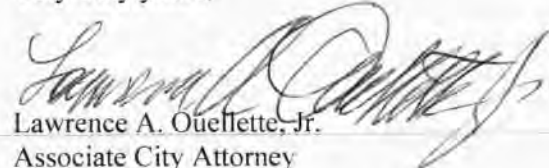
<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Leopold Bamouni	Personal Injury	Michael E. Skiber, Esq. Steve Kobak, Esq. 152 East Avenue Norwalk, CT 06851	\$19,680.00

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

If you wish to discuss the details of this case or have any questions, please feel free to contact me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Thank you.

Very truly yours,


Lawrence A. Ouellette, Jr.
Associate City Attorney

cc: Lydia Martinez, City Clerk
Mark T. Anastasi, 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. #131-21 Ref'd to ECD&E Committee
on 10/3/2022**

September 27, 2022

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

**Re: Resolution – United States Conference of Mayors – Childhood Obesity
Prevention/Environmental Health and Sustainability Awards (#23305)**

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **United States Conference of Mayors – Childhood Obesity Prevention/Environmental Health and Sustainability Awards** to be referred to the **Committee on Economic and Community Development and the Environment** of the City Council.

If you have any questions or require additional information, please contact me at 203-576-7732 or joseph.katz@bridgeportct.gov.

Thank you,

Joseph Katz
Central Grants Office

RECEIVED
CITY CLERKS OFFICE
22 SEP 28 AM 11:43
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: United States Conference of Mayors – Childhood Obesity Prevention/Environmental Health and Sustainability Awards (#23305)

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

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

PROJECT SUMMARY/DESCRIPTION: The United States Conference of Mayors (USCM) aims to support programs that engage community members and promote or stimulate behavior change in the categories of a) childhood obesity prevention and b) environmental health and sustainability. Last year, the City of Bridgeport received a third-place award to implement the 7 Minutes to Health @ The Park Challenge, a program which will revolve around youth utilizing the new Fitness Court in Seaside Park to get excited about fitness. If funded this cycle, the City of Bridgeport will build upon this idea by expanding programming at the Fitness Court, offering access to fresh produce and cooking/nutrition lessons, and creating a Youth Olympics program to celebrate youth successes.

CONTRACT PERIOD: 1 year (1/20/23 – 1/19/24)

Federal:	\$
State:	\$
City:	\$
Other:	\$ 175,000

GRANT FUNDED	
Transportation and Events:	\$ 53,444 (Bus transport, budget for Olympics celebration)
Marketing and Incentives	\$ 58,920 (Farmer's Market coupons, fitness materials, supplies)
Contractors:	\$ 62,636 (NPO partners, nutritionists, etc.)

MATCH REQUIRED – NONE		
	CASH	IN-KIND
Source:	\$ 0	\$0

A Resolution by the Bridgeport City Council

**Regarding the
United States Conference of Mayors – Childhood Obesity
Prevention/Environmental Health and Sustainability Awards (#23305)**

WHEREAS, the **United States Conference of Mayors** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Childhood Obesity Prevention/Environmental Health and Sustainability Awards**; and

WHEREAS, this grant will be used to fund new and existing youth-centric programming at the Fitness Court site in Seaside Park; and

WHEREAS, these programs will include biweekly fitness sessions, will offer access to fresh produce and cooking/nutrition lessons, and will culminate in a Youth Olympics program to encourage youth fitness; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **2022 Childhood Obesity Prevention/Environmental Health and Sustainability Awards** to improve access to healthy fitness options for Bridgeport youth.

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 **United States Conference of Mayors** for the purpose of the **Childhood Obesity Prevention/Environmental Health and Sustainability Awards**.
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 **United States Conference of Mayors** and to provide such additional information and execute such other contracts, amendments, and documents as may be necessary to administer this program.

Item# *126-21 Consent Calendar

Proposed Amendments to the Municipal Code of Ordinances, amend Chapter 2.92 - Fair Housing Commission.



Report
of
Committee
on
Ordinance

City Council Meeting Date: October 3, 2022

Lydia N. Martinez

Attest: _____
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

RECEIVED
CITY CLERKS OFFICE
22 OCT 19 PM 2: 56

ATTEST
CITY CLERK



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. *126-21 Consent Calendar

FAIR HOUSING COMMISSION

WHEREAS, the Bridgeport City Council has proposed the “Council Initiative to Revitalize Bridgeport” which will help modernize and redevelop our city for generations to come. The council initiative includes housing equality proposals for Bridgeport’s taxpayers which is the purpose for this ordinance amendment; and

NOW, THEREFORE, BE IT ORDAINED By the City Council of the City of Bridgeport: Chapter 2.92 of the Municipal Code of Ordinances – Fair Housing Commission - is hereby amended as per the attached Exhibit A, with such amendment to be effective immediately.

Chapter 2.92 - FAIR HOUSING COMMISSION

2.92.010 - Created.

There shall hereafter be a fair housing commission whose purpose shall be to function at the municipal level to meet state and federal requirements for equal opportunity in housing.

(Prior code § 16-111)

2.92.020 - Powers and duties.

- A. The fair housing commission, hereinafter known as the commission, shall implement the fair housing plan, as created, and amended from time to time, by the common council, as follows:
1. Construct and present to the common council a fair housing ordinance;
 2. Work and participate with neighboring towns in the creation and continuation of policies to eliminate housing discrimination;
 3. Analyze discriminatory practices in housing, and establish educational activities regarding equal housing opportunities, and provide information on housing to all citizens of the city;
 4. Secure area-wide marketing agreements which will encourage equal housing opportunities;
 5. Identify and eliminate practices, public or private, to the extent allowed by law, which obstruct access to housing through discrimination.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances

Item No. *126-21 Consent Calendar

-2-

- B. In addition thereto, the commission shall, from time to time as may be necessary to fulfill its purpose as stated in Section 2.92.010, propose to the common council amendments to the fair housing plan. The commission shall annually submit its findings and a report on its activities for the preceding year to the community development committee of the common council. At the same time the commission shall submit to the common council its proposals for amendments to and implementation of the fair housing plan in the succeeding year. Within thirty (30) days of submission of said proposals, the common council shall accept the same or amend or reject the same. This commission shall have jurisdiction over the housing opportunity services office with the office of development administration.

(Prior code § 16-112)

2.92.030 - Members.

The commission shall consist of [~~five~~] **three** regular members and two alternate members, appointed by the mayor **and/or the President of the City Council for the City of Bridgeport**, with approval of the common council, with minority representation as determined under Section 9-167a Connecticut General Statutes. Such alternate members shall, when seated as provided in this chapter, have all the powers and duties of regular members. The regular members and alternate members of such commission shall be electors and residents of the city. In addition, the president of the common council and the mayor shall serve as ex officio members of the commission, not entitled to vote unless otherwise specified in this chapter. In July of 1977 regular members of such commission shall be appointed, one to serve for one year, two for two years, two for three years, and one of the original alternate members to serve for one year, and one for two years, such terms effective upon appointment; and thereafter, each new regular member and alternate member shall be appointed for a term of three years from the first day of July next succeeding. The common council may, by a majority vote, remove any member of said board for cause. The commission shall annually, in July elect a chairperson, vice-chairperson and secretary from among its regular membership.

(Prior code § 16-113)



City of Bridgeport, Connecticut

Office of the City Clerk

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-3-

2.92.040 - Subcommittees.

The chairperson may reduce the membership into subcommittees to discuss and investigate particular matters relevant to the function of the commission.

(Prior code § 16-114)

2.92.050 - Clerk.

~~[The fair housing project manager shall serve as clerk to the commission.]~~ **The clerk to the commission shall be staffed by a project manager in the Health Department and/or Public Facilities Department.**

(Prior code § 16-115)

2.92.060 - Vacancies on commission.

Any vacancies occurring among the regular or alternate membership shall be filled within thirty (30) days by the mayor **and/or the President of the City Council for the City of Bridgeport,** with approval of the common council.

(Prior code § 16-116)

2.92.070 - Quorum.

The presence of three regular or alternate members, exclusive of the mayor and president of the common council, shall constitute a quorum for the transaction of business.

(Prior code § 16-117)

2.92.080 - Meetings.

The commission shall meet regularly once a month, and in addition thereto, as often as required to implement the fair housing plan. The clerk shall notify all regular members and alternate members of all regular and special meetings in accordance with the appropriate sections in the Connecticut General Statutes. It shall be the duty of the clerk to compile the agenda, which agenda shall be forwarded to all regular and alternate members, and the office of the city clerk, no less than five calendar days prior to each regular meeting. Requests for inclusion on the agenda shall be submitted in writing no less than seven calendar days prior to the next regular meeting. This provision shall not apply to special meetings, duly called.

(Prior code § 16-118)



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
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-4-

2.92.090 - Voting.

All regular members shall be empowered to cast one vote on any matters pending before the commission. In the event of the absence of one or more regular commission members during the course of a regular or special meeting the chairperson shall select one or more alternates, then present, to sit at said meeting. During that meeting, only, said alternate member or alternate members shall perform the powers and duties of a regular member. Voting on all matters shall be by voice vote unless any regular member requests a roll call vote. No member of the commission or subcommittees shall vote or act by proxy. In the event of a tie vote an ex officio member of the commission, not otherwise empowered to vote, shall be empowered to cast the determining vote in the following order: the mayor, in his absence, the president of the common council.

(Prior code § 16-119)

2.92.100 - Removal from office.

Any regular member or alternate member of the commission who does not attend four consecutive regular meetings of the commission may be removed, without cause, from the commission in the following manner: after three consecutive absences the chairperson shall direct the clerk, forthwith, to issue a written warning, by certified mail, to the last known address of the absent member or members. If such member fails to attend the next regular meeting, the chairperson shall thereafter advise the mayor that such member has been removed from the commission.

(Prior code § 16-120)

2.92.110 - Staff appointments.

The fair housing project manager shall be appointed by the commission. All other staff members shall be hired by the fair housing project manager, subject to the approval of the commission. Staff members may be terminated by the fair housing project manager, after notice and an opportunity for review by the commission.

(Prior code § 16-121)

2.92.120 - Bylaws.

The commission may establish bylaws governing its procedure, not hereinbefore set forth, and not inconsistent with this division.

(Prior code § 16-122)

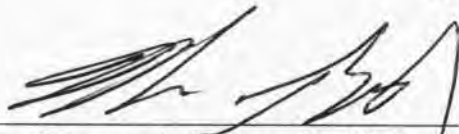


City of Bridgeport, Connecticut Office of the City Clerk


Report of Committee on Ordinances
Item No. *126-21 Consent Calendar

-5-

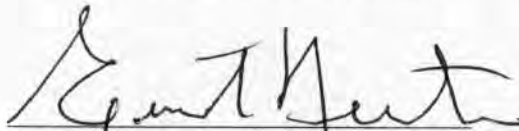
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ORDINANCES



Marcus A. Brown, Co-Chair

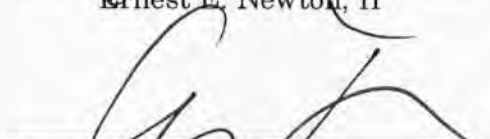


Rosalina Roman-Christy, Co-Chair

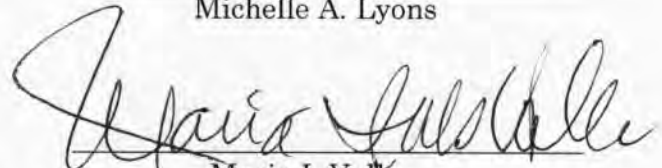


Ernest E. Newton, II


Michelle A. Lyons



Aikeem G. Boyd



Maria I. Valle



Jorge Cruz, Sr.

City Council Date: October 3, 2022

Item# *127-21 Consent Calendar

Proposed Amendments to the Municipal Code of Ordinances, amend Chapter 2.94 - Fair Rent Commission.



**Report
of
Committee
on
Ordinance**

City Council Meeting Date: October 3, 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.

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ATTEST
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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. *127-21 Consent Calendar

FAIR RENT COMMISSION

WHEREAS, the Bridgeport City Council has proposed the "Council Initiative to Revitalize Bridgeport" which will help modernize and redevelop our city for generations to come. The council initiative includes housing equality proposals for Bridgeport's taxpayers which is the purpose for this ordinance amendment; and

NOW, THEREFORE, BE IT ORDAINED By the City Council of the City of Bridgeport: Chapter 2.94 of the Municipal Code of Ordinances – Fair Rent Commission - is hereby amended as per the attached Exhibit A, with such amendment to be effective immediately.

Chapter 2.94 - FAIR RENT COMMISSION

2.94.010 - Purpose.

Pursuant to and in conformity with Sections 7-148b through 7-148f of the Connecticut General Statutes, there is created a commission known as the fair rent commission for the purpose of regulating and eliminating excessive rental charges on residential property within the city. This chapter is enacted in recognition of the compelling need for rent stabilization for the duration of a severe housing shortage in the city.

(Prior code § 16-131)

2.94.020 - Definitions.

Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

"Commission" means the fair rent commission of the city.

"Housing accommodation" means any building or structure, wholly or in part, containing living quarters occupied or fairly intended for occupancy as a place of residence, and including any land or building appurtenant thereto, except the following:

1. A hospital, convent, monastery, asylum, public institution operated exclusively for charitable or educational purposes;
2. Any housing accommodations owned and operated by the United States, the state of Connecticut, the housing authority of the city, the city or by any agency or political subdivision of said governmental entities;



City of Bridgeport, Connecticut

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-2-

3. Housing accommodations exempted by Section 7-148b of the Connecticut General Statutes, as amended;
4. Any building or structure which contains three units or less at least one of which is occupied by the owner of said building or structure.

"Landlord" means any person who leases, subleases, rents or permits the occupancy of any housing accommodation, including a person who manages a housing accommodation owned by someone else.

"Rent or rental charges" means any consideration, monetary or otherwise, including any bonus, benefit or gratuity, demanded or received, for the use or occupancy of any housing accommodations.

"Tenant" means any person who leases or rents, whether by written or oral lease, any housing accommodation, as a residence for himself/herself and/or his or her immediate family.

"Liaison of the City Council" means a member of the City Council of the City of Bridgeport, serving as a reporter to and from the City Council of the City of Bridgeport.

(Prior code § 16-132)

2.94.030 - Membership.

- A. The fair rent commission shall consist of [~~five members, and three alternates,~~] **three members, and two alternates,** all of whom shall be resident electors of the city. Of the [~~five~~] **three** members, at least [~~two~~] **one** shall be **a** landlord[s] and [~~two~~] **one** shall be **a** tenant[s]. Among the alternates at least one shall be a landlord and one shall be a tenant and the remaining alternate shall be neither.
- B. In addition, not more than [~~three~~] **two** of said members and [~~two~~] **one** of said alternates shall be registered members of the same political party. The members and alternates shall be appointed by the mayor and/**or the President of the City Council for the City of Bridgeport,** subject to approval by the common council. The commission shall elect from its members a chairman and a vice-chairman. The common council may, by two-thirds vote, remove any member of the commission for cause.

(Prior code § 16-133)



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
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2.94.040 - Members' terms.

The initial members of the commission shall be appointed for terms which shall commence as of the date of their appointment and end on the date set forth below:

Term	Members	Alternate
Ending one year from enactment of ordinance codified in this chapter	one	one
Ending two years from enactment of ordinance codified in this chapter	[two] <u>one</u>	one
Ending three years from enactment of ordinance codified in this chapter	[two] <u>one</u>	[one]

Thereafter, each appointment shall be for a term of three years. In the event of the death, resignation or inability to serve on the part of any members of the commission or alternate, a successor shall be appointed to fill the unexpired term of the member or alternate as set forth in Section 2.94.030 of this chapter. If a regular member of the commission is absent, the chairman of the commission shall designate one of the [~~three~~] two alternates to act in [~~his~~] their place. The chairman shall choose the alternates in rotation so that they shall act as nearly equal a number of times as possible. If any alternate is not available in accordance with such rotation, such facts shall be recorded in the minutes of the meeting.

(Prior code § 16-134)

2.94.050 - Staff.

The commission may employ a director to be appointed by the mayor/or the President of the City Council for the City of Bridgeport, with the approval of the common council to keep its records, to handle any correspondence, to supervise and direct the administration of this chapter, and generally to perform such other functions as may be assigned by the commission. Additional employees as the commission deems necessary to effect the provision of this chapter may be hired. Upon request, assistance from other municipal agencies shall be reasonably available to the commission.

(Prior code § 16-135)



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2.94.060 - Quorum and procedures.

A quorum for any hearings or meetings of the commission shall consist of [~~three~~] **two** members, or their alternates, and shall be empowered to conduct said hearings and render orders and decisions pursuant thereto. The commission shall conduct regular meetings to transact whatever business is before said commission. The commission shall determine the time, date and place of said meetings and shall announce the same at least twenty-four hours in advance of said meetings.

(Prior code § 16-136)

2.94.070 - Powers.

Pursuant to Sections 7-148b through 7-148-e, Connecticut General Statutes, the commission shall have the following powers:

- A. To make such studies and investigations into rentals charged for housing accommodations within the city as it deems appropriate to carry out its responsibilities under this chapter;
- B. To receive complaints, inquiries and other communications concerning alleged excessive rental charges in housing accommodations within the city;
- C. To conduct hearings on complaints or requests for investigations submitted to it by any tenant or any landlord. One week notice by registered or certified mail, postage prepaid shall be given to the parties involved in such complaint. If any notice is returned without having been delivered, the commission may arrange for service by a deputy sheriff, constable of the city or indifferent person in the same manner as is provided in the General Statutes of the state for services of process in a civil action;
- D. To request the assistance of any department of the city government, including any available records, information or expert witness which the department may have in its employ;
- E. To hire or retain any expert real estate appraisers or other competent experts to advise it;
- F. To administer oaths;
- G. To subpoena witnesses and compel their attendance at said hearings and to compel the production of any books or documents relating to any matter before the commission;
- H. To determine, after a hearing, whether the rent for any housing accommodation is so excessive as to be harsh and unconscionable;



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
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- I. To order a reduction of any excessive rent which is deemed to be harsh and unconscionable (as determined according to standards described in Section 2.94.080) to an amount the commission considers fair and equitable. However, the commission shall not have the power to waive any rent which has become due prior to the filing date of the complaint. In its discretion the commission may make the order retroactive to the date of the tenant's complaint. Such order shall be in effect for a period of one year from its effective date, except if the commission shall, pursuant to a subsequent petition by the landlord or tenant at any time, order that the rent be changed;
- J. To dismiss a complaint;
- K. To continue, review, amend, terminate or suspend all its orders and decisions;
- L.
 - 1. If the commission determines after a hearing that a housing accommodation fails to comply with the city's housing code laws or any state or city statute or regulation relating to health and safety, the commission may order the tenant to pay the fair and equitable rent, as determined by the commission, to the commission.
 - 2. The commission shall hold such rent in an escrow account, as provided in this chapter, until the landlord makes such repairs as are required to bring the housing accommodation into compliance with such laws, statutes or regulations.
 - 3. If the landlord shall have corrected such violations after the order reducing the rent, and if the rent had been reduced solely because of such violations, the landlord may petition the commission for the reinstatement of the original rent and for the payment to him/her of the rent held in the escrow account.
 - 4. If the landlord shall have corrected such violations after the order for reducing the rent, but the rent had not been reduced solely because of such violations, the landlord may petition the commission for an order fixing a fair and equitable rent for such housing accommodation in light of its condition at the time of the landlord's petition, and for the payment to him of the rent held in the escrow account.
 - 5. In any case arising under this subsection, upon reasonable determination of the commission, the original rent or such fair and equitable rent as determined by the commission, may be ordered into effect retroactive at the discretion of the commission, to the date of the petition for reinstatement. No such reinstatement shall be effective until after a hearing is held by the commission in accordance with the provisions of subsection C of this section;



City of Bridgeport, Connecticut

Office of the City Clerk

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- M. To deposit into the escrow account rent paid to the commission by tenants when their landlord refuses to accept it or the landlord requests in writing that the commission hold the rent until the complaint or claim can be resolved either through mediation or hearing;
- N. To establish an escrow account with a local bank or financial institution into which it shall deposit all rents or other funds paid to it pursuant to subsections L, M and N of this section. If rent is deposited into the escrow account pursuant to subsection L, such funds shall be released to the landlord if: (1) he shall be successful in an appeal to the court or (2) if the commission shall order such release after petition in accordance with subsection L of this section. If rent is deposited into the escrow account pursuant to subsection M or N of this section, such funds shall be withdrawn from the escrow account and paid to the landlord upon written request from the landlord;
- O. Interest earned on said escrow account shall be awarded to the landlord;
- P. To require the city attorney to institute, and the city attorney shall then institute, an action in any court of equity for either a temporary or final injunction, restraining violation of or directing compliance with any order made pursuant to any provision of this chapter. Such direction to the city attorney shall be written by the chairman of the commission or by his designee upon the majority vote of the commission;
- Q. Attempt through its director, through the process of conciliation and negotiation between a tenant and a landlord, to arrive at a rental agreement which is mutually acceptable to said tenant and landlord before initiating the formal hearing process.

(Prior code § 16-137)

2.94.080 - Standards.

In determining whether a rental charge is so excessive, with due regard to all circumstances, as to be harsh and unconscionable, a fair rent commission shall consider such all factors set forth in Section 7-148c of the Connecticut General Statutes, as amended.

(Prior code § 16-138)



City of Bridgeport, Connecticut

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2.94.090 - Procedures.

- A. Pending a determination by the fair rent commission, the tenant shall pay to the landlord the last agreed-upon rent prior to the bringing of a complaint to this commission.
- B. All proceedings shall continue regardless of the fact that a tenant may quit housing accommodation in question and notwithstanding any attempt, successful or otherwise, to evict said tenant. No sale, assignment or transfer of housing accommodation in question shall be cause for discontinuing any pending proceeding, nor shall it affect the rights, duties and obligations of the commission or the parties thereto.
- C. Any person aggrieved by any order of the commission may appeal to the superior court, such appeal to be taken within thirty days after the rendering of the order in question. Any such appeal shall be considered a privileged matter with respect to the order of trial.

(Prior code § 16-139)

2.94.100 - Eligibility to file complaint.

- A. Any tenant, except those who live in a building or structure exempt under the definition of "housing accommodation" in Section 2.94.020 of this chapter, shall be eligible to file a complaint with the commission. It shall be a defense to any complaint before the commission that the tenant is in violation of Section 101-26 of the Bridgeport housing and commercial code entitled "Tenant's responsibilities" or is otherwise responsible for damages to the landlord's premises, other than ordinary wear and tear. If the commission finds, after a hearing, that the tenant is responsible for such damages, other than ordinary wear and tear, it shall not make a determination in regard to such complaint until such time as the tenant has paid into escrow with the commission an amount sufficient to pay for such damages, as determined by the commission.
- B. The commission shall not conduct a hearing on any complaint of a tenant who it finds is delinquent in their rent. In addition, the commission has the power to dismiss a complaint if it is determined that the tenant who is bringing the complaint is doing so for the purpose of harassing, annoying or embarrassing the landlord, or is using the procedures of the commission in an attempt to defeat a summary process action.

(Prior code § 16-140)



City of Bridgeport, Connecticut

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-8-

2.94.110 - Violation—Penalties.

Any person who shall violate any order of rent reduction or rent suspension by demanding, accepting or receiving an amount in excess thereof while such order remains in effect, or any other provision of this chapter or any person who shall refuse to obey any subpoena, order or direction of the commission pursuant thereto shall be fined not less than twenty-five dollars nor more than one hundred dollars for each such offense. If such offense continues for more than five days, it shall constitute a new offense for each day it continues to exist thereafter. No action shall be taken on any such violation by the prosecuting authorities of the city except upon written complaint of the chairman of the commission or his designee.

(Prior code § 16-141)



City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on Ordinances
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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: October 3, 2022

Item# *117-21 Consent Calendar

Grant Submission: State of Connecticut Department of Energy and Environment Protection Urban Act Grant - Ellsworth Field Improvements.

Report
of
Committee
On

CEED and Environment

City Council Meeting Date: October 3, 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

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ATTEST
CITY CLERK



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. *117-21 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
State of Connecticut Department of Energy and Environmental Protection
Urban Act Grant- Ellsworth Field Improvements**

WHEREAS, this funding has been made possible through the **State of Connecticut Bond Commission** approval on May 26th and July 29th of 2022; and

WHEREAS, the City will enter into agreement for the purposes of this project with the **State of Connecticut Department of Energy and Environmental Protection**; and

WHEREAS, the purpose of the grant program is to provide funding for the refurbishment of the little league fields located at Ellsworth Park;

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **State of Connecticut Department of Energy and Environmental Protection** to improve the little league fields.

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 **State of Connecticut Department of Energy and Environmental Protection** for the purpose of its **Urban Act Grant**.
 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 **State of Connecticut Department of Economic and Community Development- Urban Act Grant-Ellsworth Field Improvements** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.
-

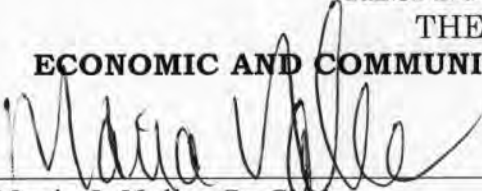


City of Bridgeport, Connecticut Office of the City Clerk

Committee on ECD and Environment
Item No. *117-21 Consent Calendar

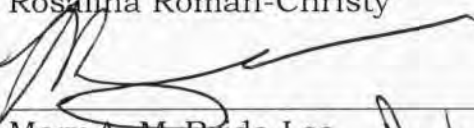
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RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT

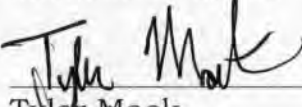


Maria I. Valle, *Co-Chair*

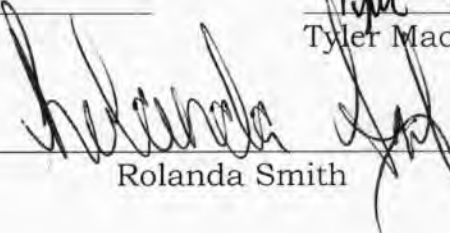
Scott Burns, *Co-Chair*

Rosalina Roman-Christy


Mary A. McBride-Lee

Michelle A. Lyons


Tyler Mack



Rolanda Smith

Item # *118-21 Consent Calendar

Grant Submission: CT Department of Economic and Community Development - CT Communities Challenge (#233205, #23441 and #23891).

**Report
of
Committee
On**

CEC and Environment

City Council Meeting Date: October 3, 2022

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph F. Ganim
Joseph F. Ganim, Mayor

Date Signed:

10/5/22

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CITY CLERK



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. *118-21 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
CT Department of Economic and Community Development
CT Communities Challenge
(#23205, #23441, and #23891)**

WHEREAS, the **CT Department of Economic and Community Development** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **CT Communities Challenge**; and

WHEREAS, funds under this grant will be used to fund three economic development projects including:

Downtown North – \$2,617,960
Remediation and development at the former A.G.I. Rubber Company site -
\$10,300,000
Gap financing to complete the Civic Block Project - \$4,450,000

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **CT Department of Economic and Community Development – CT Communities Challenge** to fund these critical projects;

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 **CT Department of Economic and Community Development** for the purpose of its **CT Communities Challenge**.
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 **CT Department of Economic and Community Development** 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
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RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT



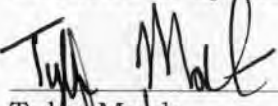
Maria I. Valle, *Co-Chair*

Scott Burns, *Co-Chair*

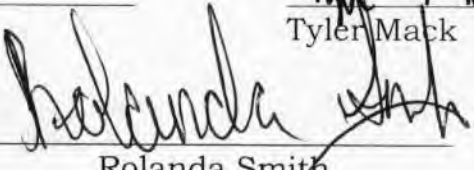
Rosalina Roman-Christy

Michelle A. Lyons

Mary A. McBride-Lee



Tyler Mack



Rolanda Smith

Item# *115-21 Consent Calendar

Refund of Excess Payments - Lereta LLC Regarding
1839 Main Street.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: October 3, 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

RECEIVED
CITY CLERKS OFFICE
22 OCT 19 PM 2:56
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *115-21 Consent Calendar

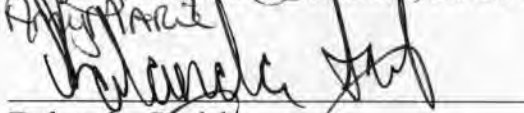
BE IT RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

<u>Name & Address</u>	<u>Reason</u>	<u>Refund</u>
Lereta, LLC Attn Central Refunds 901 Corporate Center Drive Pomona, CA 91768	12-129	\$19,065.91
Reference: 1839 Main Street Bridgeport, CT 06606 2020-01-0015355		

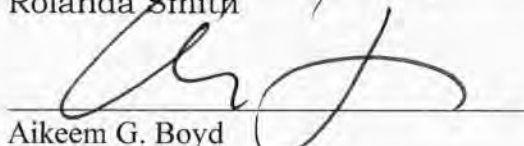
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS




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



Rolanda Smith



Aikeem G. Boyd



Tyler Mack, *Co-Chair*



Alfredo Castillo



Matthew McCarthy

Samia Suliman

City Council Date: October 3, 2022

89961072

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
This is to certify that JROD LLC

- has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2020
- Sec. 12-81 (20) Servicemen Having Disability Rating.
 - Sec. 12-124 Abatement to poor.
 - Sec. 12-125 Abatement of Taxes of Corporations.
 - Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
 - Sec. 12-127 Abatement or Refund to Blind Persons.
 - Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
 - Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
 - Sec. 12-129 Refund of Excess Payments.

Lereta
 RE. TAX Refunds
 901 Corporate Center Drive
 Pomona, CA 91768

2020-01-0015355
 1021--06-----
 1839 MAIN ST



To CONN. # 899 61672 Collector of CITY OF BRIDGEPORT State of Connecticut.
 I hereby apply for refund* of such part of my tax as shall represent:

The service exemption or
 (State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2021	38,131.82	0.00	0.00	0.00	38,131.82	
Total Paid	01/31/2022	57,197.73	0.00	0.00	0.00	57,197.73	-19,065.91 ***
Adjusted Refund		0.00	0.00	0.00	0.00	19,065.91	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Myrna Martinez
 Print Name

Myrna Martinez
 Signature of Taxpayer

7-26-22
 Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 19,065.91
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 13 DAY OF July 2022

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____
 approved on the _____ day of _____ 20____. It was voted to refund
 Property Taxes and Interest amounting to \$ _____ to _____.

 First Selectman

 Other Governing Body

Mail To :
 CITY OF BRIDGEPORT
 325 CONGRESS STREET
 BRIDGEPORT, CT 06604

LEBETA

*For Total Escrow Solution Trust
901 Corporate Center Drive
Pomona, CA 91768
(800) 537-3821

EastWest Bank

081392

Date 7/12/2021 Pay Amount *****130,925.14*

Pay *ONE HUNDRED THIRTY THOUSAND NINE HUNDRED TWENTY-FIVE AND 14 / 100

BRIDGEPORT CITY
TAX COLLECTOR
45 LYON TER RM 123
BRIDGEPORT, CT 06604

[Handwritten Signature]

⑈081392⑈ ⑆32207038⑆ ⑆8003051797⑈

08252021
>21170101<
Webster Bank

THIS CHECK IS VOID WITHOUT A BLUE & RED BACKGROUND AND A WATERMARK - HOLD UP TO THE LIGHT TO VERIFY

~~LEBETA LLC DBA Accumatch
Accumatch
2711 Lyndon B Johnson Fwy
Suite 1065
Dallas TX 75234~~

15 Bills

East West Bank
135 N Los Robles Ave
Suite 600
Pasadena, CA 91101

16548

DATE: 1/19/2022

~~PAY Eighty-two Thousand Three Hundred Fifty-five and 31/100 Dollars
TO THE ORDER OF Bridgeport City Tax Collector~~

[Handwritten Signature]

MF C59956

CHECK IS PRINTED ON SECURITY PAPER WHICH INCLUDES A MICROPRINT BORDER & FLUORESCENT FIBERS

⑈16548⑈ ⑆32207038⑆ ⑆8888002653⑈

901 Corporate Center Dr. Pomona, CA 91768
 Nelly Gonzalez Tel: 800-537-3821 ext: 1932
 Other Contacts: Tanya Gonzalez Ext. 1750

LND	REF	LERETA AGENCY	Payee Name	First	Last	House No	Street	Parcel	Tax Year	BASE AMT	BILL NO	ELD
1135	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$4,340.27	0027105	7/30/21
1135	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$4,340.27	0027105	7/30/21
1135	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$9,815.87	0028918	7/30/21
1135	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$7,392.43	0028919	7/30/21
1135	[REDACTED]	060010103	Bridgeport City	JROD LLC	VIP Wash & Detail LLC	1837-1839	Main Street	1021--06	2020	\$19,065.91	0015355	7/30/21
1135	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$4,053.67	0002230	7/30/21
1135	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$4,011.31	0002231	7/30/21
1135	[REDACTED]	060010103	Bridgeport City	[REDACTED]	PROPERTIES	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$3,565.29	0031980	7/30/21
1135	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$4,071.33	0013822	7/30/21
1135	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$3,762.40	0002221	7/30/21

Corporate Center Dr. Pomona, CA 91768

Gonzalez Tel: 800-537-3821 ext: 1932

Contacts: Tanya Gonzalez Ext. 1750

5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	1ST	\$4,567.68	0033171	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	1ST	\$4,654.58	0030242	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	1ST	\$3,777.00	0014548	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	1ST	\$4,516.78	0030421	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	1ST	\$3,983.04	0018078	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	1ST	\$3,730.49	0028481	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	1ST	\$2,636.33	0008888	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	1ST	\$4,153.61	0014736	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	1ST	\$2,520.41	0000587	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	1ST	\$3,381.28	0014202	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	1ST	\$3,654.54	0008470	7/30/21	✓

IA, LLC
 Corporate Center Dr. Pomona, CA 91768
 Gonzalez Tel: 800-537-3821 ext: 1932
 r Contacts: Tanya Gonzalez Ext. 1750

[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$3,956.56	0016507	7/30/21	✓
[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$3,956.56	0004126	7/30/21	✓
[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$4,315.48	0003598	7/30/21	✓
[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$4,316.11	0016121	7/30/21	✓
[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$3,761.40		7/30/21	✓
[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$4,624.54	0014395	7/30/21	✓
TOTAL											\$130,925.14			



LERETA
501 Corporate Center Drive
Pomona, CA 91768
(800) 537-3666

Date 7/12/2021 Pay Amount

SEVENTY-FIVE AND 14 / 100

BRIDGEPORT CITY
TAX COLLECTOR
45 LYON TER RM 123
BRIDGEPORT, CT 06604

John P. [Signature]

08252021
>211170101<
Webster Bank

THIS CHECK IS VOID WITHOUT A BLUE & RED BACKGROUND AND A WATERMARK - HOLD UP TO THE LIGHT TO VERIFY

LERETA LLC DBA Accumatch
Accumatch
2711 Lyndon B Johnson FWY
Suite 1065
Dallas TX 75234

15 Bills
East West Bank
135 N Los Robles Ave
Suite 600
Pasadena, CA 91101

16548

DATE: 1/19/2022

PAY ONLY **82,385** ³¹/₁₀₀ CENTS

\$82,385.31

PAY Eighty-Two Thousand Three Hundred Eighty-Five and 31/100 Dollars
TO THE ORDER OF Bridgeport City Tax Collector

John P. [Signature]

MEMO: C59956

CHECK IS PRINTED ON SECURITY PAPER WHICH INCLUDES A MICROPRINT BORDER & FLUORESCENT FIBERS

⑈16548⑈ ⑆322070381⑆ 8868002653⑈

Bridgeport City - City - CT

Batch ID : 59956

Mtg Code :
 Payable to : Bridgeport City Tax Collector

Dupe Bill Fee :

Owner Name

Situs Address

Tax ID

Mortgage Company

Loan No

Install

TaxYr

ELD

Amt To Pay

Service Bureau :
 Request Receipt : Ye

Accepts Postmark : No

Owner Name	Situs Address	Tax ID	Mortgage Company	Loan No	Install	TaxYr	ELD	Amt To Pay
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2/2	2020	02/01/2022	\$ 359.12 ✓
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2/2	2020	02/01/2022	\$ 5,029.99 ✓
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2/2	2020	02/01/2022	\$ 4,849.46 ✓
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2/2	2020	02/01/2022	\$ 9,815.87 ✓
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2/2	2020	02/01/2022	\$ 7,392.43 ✓
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2/2	2020	02/01/2022	\$ 19,065.91 ✓
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2/2	2020	02/01/2022	\$ 3,565.29 ✓
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2/2	2020	02/01/2022	\$ 4,071.33 ✓
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2/2	2020	02/01/2022	\$ 3,777.00 ✓
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2/2	2020	02/01/2022	\$ 4,516.78 ✓
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2/2	2020	02/01/2022	\$ 3,983.04 ✓
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2/2	2020	02/01/2022	\$ 3,730.49 ✓
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2/2	2020	02/01/2022	\$ 3,956.56 ✓
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2/2	2020	02/01/2022	\$ 3,956.56 ✓

WIP WASH & LUBE LLC, 1837-1839MAIN STREET 1021--06 Alma Bank

Item# *121-21 Consent Calendar

Settlement of Pending Arbitration in the Matter of City of Bridgeport, et al vs. Bridgeport Housing Authority, et al re: Remaining Arbitration/Claim against excess Umbrella Carrier for Bridgeport Housing Authority/James River Insurance Company.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: October 3, 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

RECEIVED
CITY CLERKS OFFICE
22 OCT 19 PM 2:56
ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk


To the City Council of the City of Bridgeport.

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

Item No. *121-21 Consent Calendar

RESOLVED, That the motion to authorize and approve a final arbitration settlement in favor of the City of Bridgeport, in which the City of Bridgeport is to receive an additional \$150,000.00 gross (\$125,000.00) payment for the full and final settlement of all remaining claims by the City of Bridgeport against the Bridgeport Housing Authority and its insurance carriers relative to defense and indemnification costs arising out of a lawsuit involving a fire which occurred on November 13, 2009 at the P.T. Barnum Apartments in Bridgeport, CT be and it hereby is, in all respects, authorized approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



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

Tyler Mack, *Co-Chair*

Rolanda Smith

Alfredo Castillo

Aikeem G. Boyd

Matthew McCarthy



Samia Suliman

Item# *124-21 Consent Calendar

Settlement of Pending Litigation in the matter of Michael Franklin Docket No. FBT-CV-20-6095498-S.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: October 3, 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

RECEIVED
CITY CLERKS OFFICE
22 OCT 19 PM 2:59
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *124-21 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>
Michael Franklin	Personal Injury	Matthew S. Hirsch, Esq Hirsch Law, LLC 55 Corporate Drive Trumbull, CT 06611	\$19,999.00

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

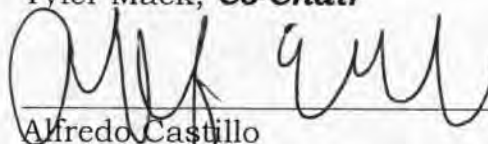


Amy Marie Vizzo-Paniccia, **Co-Chair**



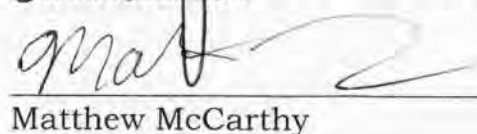
Tyler Mack, **Co-Chair**

Rolanda Smith



Alfredo Castillo

Aikeem G. Boyd



Matthew McCarthy

Samia Suliman

City Council Date: October 3, 2022

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. Kascaj, Jr.
Bruce L. Levin
James T. Maye
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Sealo
Eroll V. Skyers



COMM. #132-21 Ref'd to Miscellaneous Matters Committee
on 10/3/2022 (OFF THE FLOOR)

October 3, 2022

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

Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE
Proposed Settlement of Pending Litigation in the Matter of
Christopher Goulden, as Administrator of the Estate of Jayson Negron v.
Armando Perez, et al., 3:20 cv 00400 (JBA)

Dear Councilpersons:

It is respectfully requested that one of the Co-Chairs of the Miscellaneous Matters Committee make the following Motions at this evening's (10/3/22) City Council meeting:

1. **MOTION TO ADD TO THE AGENDA FOR REFERRAL TO COMMITTEE**
Referral from the City Attorney's Office a Recommended Settlement of Litigation in the matter of *Christopher Goulden, Administrator of the Estate of Jayson Negron v. Armando Perez, et al.* – 2/3 vote of those present and voting required
2. **MOTION TO REFER**
This Item to the Miscellaneous Matters Committee – simple majority vote required.

EXECUTIVE SUMMARY per City Council Rules of Order

- a. **Submission Title:** Request for authorization to settle the above-referenced pending litigation.
- b. **Submitting Entity:** Office of the City Attorney.
- c. **Contact Person:** Mark T. Anastasi, City Attorney – contact info. above.
- d. **Approval Deadline:** October 17, 2022.

e. Case Summary: Plaintiff alleges defendants violated Jayson Negron's constitutional rights on or about May 9, 2017, asserting Bridgeport police used excessive force in a fatal interaction with Mr. Negron.

f. Council Action Requested: Approval of this request for settlement authority at the City Council's meeting of Monday, October 17, 2022, to comply with Court established resolution schedule. Due to the Regular Monthly meeting of the Miscellaneous Matters Committee not being scheduled to occur until Monday, October 24, 2022, the Committee Co-Chairs are respectfully requested to schedule a Special meeting of the Committee for the week of October 10, 2022, to hear this matter.

g. Financial Impact Analysis: Settlement cost to the City will be as discussed in Executive Session with the Committee, and with the full City Council upon request.

h. Funding Budget-Line: Settlement payment will be made in accordance with the negotiated terms, from appropriate City Attorney's Office operating budget lines.

i. Proposed Motion: Motion to authorize and approve full and final settlement in the matter of *Christopher Goulden, as Administrator of the Estate of Jayson Negron v. Armando Perez, et al., 3:20 cv 00400 (JBA)* in accordance with the terms discussed in Executive Session and authorized by affirmative vote of the City Council.

Thank you for your assistance in this matter.

Very truly yours,



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
John P. Bohannon, Jr., Deputy City Attorney
Richard C. Buturla, Esq.
James Tallberg, Esq.