

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, APRIL 20, 2015

7:00 p.m.

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

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 74-14** Communication from Mayor re: Reappointment of Rev. Simon Castillo (D) to the Police Commission, referred to Public Safety and Transportation Committee.
- 75-14** Communication from Mayor re: Appointment of Ana Nilsa Diaz (D) to the Food Policy Council, referred to Miscellaneous Matters Committee.

AGENDA

CITY COUNCIL MEETING

MONDAY, APRIL 20, 2015

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

City Council Citation: Recognizing the University of Bridgeport Women's Gymnastics Team for an excellent season and winning second place in Team Finals of the 2015 USA Gymnastics Women's Collegiate National Championship Meet.

Mayoral Proclamation: In Recognition of Police Captain Douglas Stolze for his work with the Milne Street Association in reducing crime and violence.

City Council Citation: In Recognition of Police Captain Douglas Stolze for his work with the Milne Street Association in reducing crime and violence.

33-14 Public Hearing re: Disposition of certain City-Owned Properties by Auction, by Sale to Abutter or by Sale to Community Based Housing Development Corporations.

34-14 Public Hearing re: Disposition of City-Owned Property Located at 157 William Street.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: March 2, 2015

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

72-14 Communication from Labor Relations and Benefits Administration re: Proposed Tentative Agreement with Police Union AFSCME Local 1159 concerning the Terms and Conditions of Employment for their Membership, referred to Contracts Committee.

73-14 Communication from Labor Relations and Benefits Administration re: Proposed Tentative Agreement with NAGE, National Association of Government Employees, Local RI-200 concerning the Terms and Conditions of Employment for their Membership, referred to Contracts Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *51-14** Public Safety and Transportation Committee Report re: State of Connecticut Office of Policy and Management Justice Assistance Formula (JAG) Violent Crime Prevention Grant Program (#15216).
- *63-14** Public Safety and Transportation Committee Report re: Appointment of Matthew Cuminotto, Jr. (D) to the Board of Police Commission.
- *43-14** Contracts Committee Report re: Professional Services Agreement with Olin Partnership, LTD., for Beardsley Park Master Planning Services.
- *47-14** Contracts Committee Report re: Assignment of Tax Liens for Fiscal Year 2014.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 20, 2015 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Jamie Toole 500 Main Street Bridgeport, CT 06604	Bridgeport Bluefish, "Heroes for Heroes" Legends Game to support Homes for the Brave and working relationship with City.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	City fiscal issues.
Howard Gardner 25 Cartright Street, Unit 8G Bridgeport, CT 06604	City Budget and Public Safety.
Kenneth Hopkins New England Ballet Co. 130 Elm Street Bridgeport, CT 06604	NEBC move into Downtown Bridgeport.

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, APRIL 20, 2015
6:30 PM**

CALL TO ORDER

Council President McCarthy called the Public Speaking Session to order at 6:43 p.m.

ROLL CALL

City Clerk Hudson called the roll.

The following members were present:

130th District: Susan Brannelly, Enrique Torres
131st District: Jack O. Banta
132nd District: Robert Halstead, Patricia Swain
133rd District: Howard Austin, Thomas McCarthy
134th District: AmyMarie Vizzo-Paniccia, Michelle Lyons
135th District: Rev. McBride-Lee, Richard Salter
136th District: Josè Casco
137th District: Lydia Martinez
138th District: Melanie Jackson, Michael Marella
139th District: Eneida Martinez, James Holloway

RECEIVED
CITY CLERK'S OFFICE
2015 APR 27 A 10:28
ATTEST
CITY CLERK

A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 20, 2015 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Jamie Toole
500 Main Street
Bridgeport, CT 06604

Bridgeport Bluefish, "Heroes for Heroes"
Legends Game to support Homes for the
Brave and working relationship with City.

Mr. Toole came forward to speak about the Bridgeport Bluefish. He said that he felt that this would be a renaissance year for the Bluefish and spoke about the number of free tickets on Sunday night and also said that the Bridgeport residents could get tickets at half price on Sunday night. There will also be an All-Star game to benefit the Homes for the Brave and he encouraged everyone to come to the ball field.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

City fiscal issues.

Mr. Lee came forward and made the following Statement:

President of the Council McCarthy, members of the City Council and members of the public, the City Council is in the process of reviewing the Capital and Operating Budgets for the year 2015-2016 at this time. We have been under the impression that the City operating budget is showing annual surpluses averaging \$150,000 annually during the Finch years. However, the annual Comprehensive Annual Financial Report (CAFR) from recent years show City revenues from all sources exceeding expenses, indicating deficit financing **\$120 Million in the past five years.**

Year	Total Revenues	Total Expenses	Variance
2014	\$702,150,040	\$728,857,755	-26,707,715
2013	700,462,907	726,054,078	-25,591,171
2012	642,373,056	682,128,749	-39,755,693
2011	637,801,308	656,460,420	-18,659,112
2010	630,348,712	641,912,046	-11,563,334

Neither Mayor nor City Council holds a regular annual meeting to review material from that report and allow taxpayers to raise questions and hear answers in public on the record. Where is the money for spending coming from? What assets are being built? Why is the City Council not part of the oversight and understanding of this part of City fiscal governance?

Much of City spending in recent years is part of school construction. Earlier this evening I asked Council member James Holloway, who is also chair of the School Building Committee how he communicates with other Council members as over half a billion of State and local funds are spent. He indicated that he asked Construction Management Services to provide regular minutes and reports to the Council members. A question later asked of two Council members indicates that these reports are not being received. Does anyone see a disconnect with a powerful City Commission acting but the legislative body is not receiving information? Why doesn't the Mayor list this important group on the Departmental website? Why are their meetings not announced on the City calendar? Where are the minutes stored?

Where are balance sheet items reported to the Budget and Appropriations Committee other than by the CAFR or a single page Capital budget each year? Where are the bonding reports showing application of funds against projects that were approved by City Council? Time will tell.

Howard Gardner
25 Cartright Street, Unit 8G
Bridgeport, CT 06604

City Budget and Public Safety.

Council President McCarthy called for Mr. Gardner. A member of the audience said that Mr. Gardner was upstairs in the Board of Education meeting.

Kenneth Hopkins
New England Ballet Co.
130 Elm Street
Bridgeport, CT 06604

NEBC move into Downtown Bridgeport.

Mr. Kenneth Hopkins came forward to speak about the New England Ballet Company (NEBC), at 277 Imperial Avenue and now in 130 Elm Street where they share the building with another group. Mr. Hopkins also spoke about the various programs the NEBC has been able to run in the City. He said that the NEBC was pleased to be located in downtown Bridgeport. He said that there has been a great deal of growth in the downtown area and it was very exciting.

Council Member McCarthy then read the first name off the sign up sheet.

Mr. Irineu Portella
Milne Street
Bridgeport, CT

Milne Street

Mr. Irineu Portella came forward to speak about their neighborhood and to Thank the Bridgeport Police Department for their support in their neighborhood. The president of the NRZ also came forward to thank the City for their help in cleaning up the Milne

Mr. Doug Holcomb
Greater Bridgeport Transit
One Cross Street,
Bridgeport, CT 06610

Doug Holcomb the general manager of the Greater Bridgeport Transit (GBT) came forward to speak about a number of transportation issues around the City. He said that the City has been safer and cleaner now.

Council President McCarthy then called Mr. Gardner's name again. Mr. Gardner came forward and said that he would yield his spot to the next speaker.

Ms. Karen Jackson
Bridgeport, CT

Ms. Karen Jackson came forward to speak about education and the educational shortfall of 5 million dollars. She mentioned the in-kind services of the crossing guards and garbage removal that the City provides to the BOE. She said that she was concerned about this and would like to know how this would be handled.

City of Bridgeport
City Council
Regular Meeting
April 20, 2015

ADJOURNMENT

Council President McCarthy adjourned the meeting at 7:04 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, APRIL 20, 2015

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

CALL TO ORDER

Council President McCarthy called the meeting to order at 7:08 p.m. He said that the Mayor had been delayed and would be arriving shortly.

PRAYER

Council President McCarthy then requested Council Member McBride-Lee to lead those present in prayer.

PLEDGE OF ALLEGIANCE

Council President McCarthy then requested former Public Facilities Director George Garcia to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

City Clerk Hudson called the roll.

The following members were present:

130th District: Susan Brannelly, Enrique Torres
131st District: Jack O. Banta
132nd District: Robert Halstead, Patricia Swain
133rd District: Howard Austin, Thomas McCarthy
134th District: AmyMarie Vizzo-Paniccia, Michelle Lyons
135th District: Rev. Mary McBride-Lee, Richard Salter
136th District: Josè Casco
137th District: Lydia Martinez
138th District: Michael Marella, Melanie Jackson
139th District: Eneida Martinez, James Holloway

A quorum was present. Council President McCarthy stated that Council Member Feliciano was out of town and Council Member Taylor-Moye was recovering from surgery.

City Council Citation: Recognizing the University of Bridgeport Women's Gymnastics Team for an excellent season and winning second place in Team Finals of the 2015 USA Gymnastics Women's Collegiate National Championship Meet.

Council President McCarthy along with numerous members of the City Council then presented the Bridgeport Women's Gymnastics Team with a City Council Citation in recognition of their second place in the National finals.

One of the coaches came forward and thanked everyone for their acknowledgment.

Mayoral Proclamation: In Recognition of Police Captain Douglas Stolze for his work with the Milne Street Association in reducing crime and violence.

City Council Citation: In Recognition of Police Captain Douglas Stolze for his work with the Milne Street Association in reducing crime and violence.

Council President McCarthy said that Council Member Banta had called him about the work that Police Captain Stolze has done with the Milne Street Association to reduce the crime and violence around Milne Street. Council Member Banta said that he was please that Captain Stolze had worked with the Milne Street Association. Council Member Eneida Martinez said that Captain Stolze had great compassion in working with the homeless community. Council Member Lyons said that she was impressed with Captain Stolze's honesty and truthfulness.

Council President McCarthy then presented Captain Stolze with a Mayoral Proclamation and a City Council Proclamation in acknowledgement of his efforts.

Captain Stolze thanked everyone. He said that he has been familiar with The Hollow since he was a patrolman. He said that people had no idea how much this type of award means to the police officers.

33-14 Public Hearing re: Disposition of certain City-Owned Properties by Auction, by Sale to Abutter or by Sale to Community Based Housing Development Corporations

Council President McCarthy asked if there was anyone present who wished to speak in favor of the item. No one came forward. He repeated the question two more times. There was no response.

Council President McCarthy asked if there was anyone present who wished to speak in opposition to this item.

Mr. Charles Covello, Gardner Street, came forward and said that he had just became aware of the public hearing on one of the addresses. He said that there were some residents that wanted to have the item tabled. The City can take a property and sell it to someone without the neighbors knowing what was about to happen. He said that the administration needs to let the residents know about these issues.

Council President McCarthy asked if there was anyone else present who wished to speak in opposition to this item. No one else came forward. He repeated the question. Hearing none, Council President McCarthy then closed the hearing on Agenda Item 33-14.

34-14 Public Hearing re: Disposition of City-Owned Property Located at 157 William Street.

Council President McCarthy asked if there was anyone present who wished to speak in favor of the item. No one came forward. He repeated the question two more times. There was no response.

Council President McCarthy asked if there was anyone present who wished to speak in opposition to this item. No one else came forward. He repeated the question two more times. Hearing none, Council President McCarthy then closed the hearing on Agenda Item 34-14.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: March 2, 2015.

**** COUNCIL MEMBER AUSTIN MOVED THE MINUTES OF MARCH 2, 2015.**

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF MARCH 2, 2015 AS SUBMITTED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

**** COUNCIL MEMBER MARELLA MOVED TO APPROVE THE FOLLOWING AGENDA ITEMS TO BE REFERRED TO COMMITTEES:**

72-14 COMMUNICATION FROM LABOR RELATIONS AND BENEFITS ADMINISTRATION RE: PROPOSED TENTATIVE AGREEMENT WITH POLICE UNION AFSCME LOCAL 1159 CONCERNING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THEIR MEMBERSHIP, REFERRED TO CONTRACTS COMMITTEE.

73-14 COMMUNICATION FROM LABOR RELATIONS AND BENEFITS ADMINISTRATION RE: PROPOSED TENTATIVE AGREEMENT WITH NAGE, NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES, LOCAL RI-200 CONCERNING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THEIR MEMBERSHIP, REFERRED TO CONTRACTS COMMITTEE.

74-14 COMMUNICATION FROM MAYOR RE: REAPPOINTMENT OF REV. SIMON CASTILLO (D) TO THE POLICE COMMISSION, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

75-14 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF ANA NILSA DIAZ (D) TO THE FOOD POLICY COUNCIL, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

- ** COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Council President McCarthy asked if there was any Council Member who would like to remove an item from the Consent Calendar. When there was no response, he asked a second time. Hearing no response, the sixteen items on the Consent Calendar were put forward for consideration.

- ** COUNCIL MEMBER MARELLA MOVED THE FOLLOWING ITEMS AS THE CONSENT CALENDAR:**

***51-14 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT JUSTICE ASSISTANCE FORMULA (JAG) VIOLENT CRIME PREVENTION GRANT PROGRAM (#15216).**

***63-14 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: APPOINTMENT OF MATTHEW CUMINOTTO, JR. (D) TO THE BOARD OF POLICE COMMISSION.**

***43-14 CONTRACTS COMMITTEE REPORT RE: PROFESSIONAL SERVICES AGREEMENT WITH OLIN PARTNERSHIP, LTD., FOR BEARDSLEY PARK MASTER PLANNING SERVICES.**

***47-14 CONTRACTS COMMITTEE REPORT RE: ASSIGNMENT OF TAX LIENS FOR FISCAL YEAR 2014.**

- ** COUNCIL MEMBER LYONS SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

Council Member Eneida Martinez requested a point of personal privilege. She then requested a moment of silence in memory of Minnie Lincoln and Marcus Jackson. Council Member Martinez thanked everyone for their support of the two families involved in the tragedy.

Council President McCarthy then said that Mr. Manuel Ribas, a former City of Bridgeport employee had passed away.

Council Member Lydia Martinez then requested that the moment of silence also include Mr. Pedro Torres, an elderly Bridgeport resident who had recently passed away.

The Council Members and all those present then observed a moment of silence for these four recently deceased residents.

Council Member Vizzo-Paniccia said that on Saturday, April 25th, there would be an event at the Holiday Inn from 12- 4 p.m. Park City Pride would be performing at 2 p.m.

Council President McCarthy then thanked Representative Jim Himes for his visit earlier in the day.

ADJOURNMENT

- ** COUNCIL MEMBER LYONS MOVED TO ADJOURN.**
- ** COUNCIL MEMBER MARTINEZ SECONDED.**
- ** THE MOTION TO ADJOURN PASSED UNANIMOUSLY.**

The meeting adjourned at 7:42 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

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

Public Hearings will be held before the City Council of Bridgeport at a regular meeting to be held on Monday evening, April 20, 2015 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to:

Item #33-14

1. Disposition of certain City-Owned properties by Auction, by sale to Abutter or by Sale to Community Based Housing Development Corporation listed below:

- | | |
|-------------------------|---------------------------|
| • 117 Andover Street | • 167 Wessels Avenue |
| • 145 Andover Street | • 106 Clifford Street |
| • 112 Clifford Street | • 65 Clifford Street |
| • 1327 Reservoir Avenue | • 141 William Street |
| • 143 William Street | • 1519 Seaview Avenue |
| • 502 Berkshire Avenue | • 138 Ranch Street |
| • 677 Noble Avenue | • 1206 East Main Street |
| • 74 Circular Avenue | • 167 Bradley Street |
| • 309 Bunnell Street | • 171 Deforest Avenue |
| • 47 Goodsell Street | • 242 Pearl Harbor Street |
| • 849 Noble Avenue | • 1777 Central Avenue |
| • 121 George Street | • 6-9 Madison Court |
| • 104 Jourmire Road | |

Item #34-14

2. Disposition City-Owned property located at 157 William Street.

Attest:

Fleeta C. Hudson
City Clerk

AD ENDS ABOVE LINE

ECD& Environment Committee
April 8, 2015
Page 2 of 2

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Dated: April 8, 2015

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Ec: City Council Members
Mayor Bill Finch
A. Nunn, CAO
D. Kooris, Director, OPED
M. Perez, Sr. Economic Development Associate, OPED



Bill Finch
Mayor

City of Bridgeport
Labor Relations and Benefits Administration

Labor Relations Office
45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7843

Lawrence E. Osborne, Jr.
Director

Thomas C. McCarthy
Deputy Director

Jodie Paul-Arndt
Human Resources Manager

Richard D. Weiner
Benefits Manager

April 13, 2015

Honorable City Council Members
Office of the City Clerk
City of Bridgeport

RE: AFSCME, Police, Local 1159

Dear Honorable Members:

The City of Bridgeport and the Police, AFSCME, Local 1159 have reached an agreement concerning the terms and conditions of employment for their membership. Enclosed you will find a signed Tentative Agreement between the City and the Union.

We are requesting that the City Council refer the tentative agreement to the Contracts Committee for consideration.

Sincerely,

Thomas C. Austin
Senior Labor Relations Officer

cc: Mayor Bill Finch
Adam Wood, Chief of Staff – Office of the Mayor
Andrew Nunn, Chief Administrative Officer
Lawrence Osborne, Director – Office of Labor Relations
Thomas McCarthy, Deputy Director – Office of Labor Relations
Thomas Sherwood, Director – OPM
Charles Paris, President – AFSCME, Local 1159

Tentative Agreement

**Between
City of Bridgeport
And
Local 1159**

The undersigned parties the City of Bridgeport ("City") and Local 1159 ("Union") agree that the following represents their agreement for a four year collective bargaining agreement to expire on June 30, 2016.

1. **WAGES** – Contract years 1- 4 -- 2.5% increase for each contract year. There will be retroactive pay from July 1, 2012 however, that retroactive pay shall reflect a concession by the Union of five (5) days pay which shall be deducted from the retroactive payment(s).
2. **UNIFORM ALLOWANCE**– ADD 2.5 % IN FINAL CONTRACT YEAR – SUNSETS AND RETURNS TO EXISTING NUMBER ON LAST DAY OF THE CONTRACT – SEE BELOW:

Section 2 – All employees presently employed on the first day of this Agreement shall receive a uniform allowance of nine hundred and twenty-five dollars (\$925.00) to be paid on October 1st of each agreement year to each active member. **Effective October 1, 2015 the uniform allowance shall increase to \$948.13. This increase shall sunset on June 30, 2016 and the uniform allowance shall return to \$925.00.**

3. **MANAGEMENT RIGHTS** – SEE AGREED TO CHANGES BELOW:

Section 1 - Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion, to recruit, select, train, promote discipline, transfer, layoff, and discharge personnel: determined the number and type of positions and organizational structure required to provide police services; define the duties and responsibilities of each position and of the department; **establish new units, divisions and assignments; modify and/or eliminate units, divisions and assignments; implement performance evaluations to be used to assess qualifications**, acquire and maintain essential equipment and facilities required to conduct the business of providing police services; contract for non-police services with other units of government and/or private contractors for the provision of non-police services to or by the City; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement. The City shall not

exercise its management rights in violation of its obligations under MERA (the Connecticut Municipal Employee Relations Act. Conn. Gen. Stat. #7-467, *et seq*). **In the event the City exercises a Management right under this Article it agrees that it has the legal obligation to negotiate the effects, if any, of any such decision with the Union. In the event the Union and City are unable to reach agreement on the issue of effects within thirty (30) days of the City's decision then the effects issue shall be submitted to AAA to be heard by arbitrator Gerald Weiner or Peter Blum. These arbitrators shall rotate in the above discussed order based upon case assignments under this Agreement.**

4. **WORK SCHEDULE CHANGES** –SEE CHANGES BELOW:

(B) The Work Shifts shall be:

- "A" Shift - 11:00 p.m. to 7:00 a.m.
- Or 12 Midnight to 8:00 a.m.
- "B" Shift - 7:00 a.m. to 3:00 p.m.
- Or 8:00 a.m. to 4:00 p.m.
- "C" Shift - 3:00 p.m. to 11:00 p.m.
- Or 4:00 p.m. to 12 Midnight
- Set Shift – 7:00 p.m. to 3:00 a.m.

The Chief shall have the discretion to add an additional shift at the time of the discussion of the allocation plan. Said right shall be exercised only once per year and only during the following work hours:

- Shift 9:00 a.m. to 5:00 p.m.
- Or 10:00 a.m. to 6:00 p.m.

- Shift 11:00 a.m. to 7:00 p.m.
- Or 12:00 p.m. to 8:00 p.m.

- Shift 1:00 p.m. to 9:00 p.m.
- Or 2:00 p.m. to 10:00 p.m.

- Shift 9:00 p.m. to 5:00 a.m.
- Or 10:00 p.m. to 6:00 a.m.

5. **DIRECT DEPOSIT**—To be implemented by the City for all Union personnel after the execution of the collective bargaining agreement.

6. **RETIREE MEDICAL** – Eliminated for all employees hired after the execution of this agreement. In the event an employee is deemed eligible to receive a service connected disability under CMERS said employee shall receive post retirement medical benefits from the City. If an employee is disabled for a non service connected event said employee shall not be eligible for retiree medical benefits from the City.

7. **CONSECUTIVE ABSENCE POLICY** – NEW—SEE BELOW:

a. The procedures of this Section shall be implemented by the City when an employee who has been absent (for either job-related or non-job-related reasons) cannot return to work but no sooner than twenty-six (26) weeks from the date of the initial absence.

b. Upon notification from the City to the employee pursuant to section a. above, the employee must within sixty (60) days present certification from his physician that the employee is able to perform or will be able to perform his job within eighteen (18) months of the date of initial absence. The City shall have the right to send said employee to a physician of its choosing if it so desires. In the event the City elects to send said employee to a physician of its choosing then the City shall pay any out of pocket expenses incurred by said employee for this physician appointment. The initial date of absence shall be the first day the employee was unable to report to work due to illness or injury. Successive periods of absence separated by less than three (3) calendar months are considered as the same absence when the illness or injury rendering the employee absent remains the same. A return to work light duty on either a full-time or part-time basis shall not alter the original date of absence. If an employee's physician does not certify that the employee is able to perform without limitation the duties of his position or, if in the opinion of a physician selected by the City, the employee is found to be unable to perform said duties, the City may terminate the employee.

c. When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the City, a third medical opinion shall be obtained. For such a purpose, the employee shall select the third physician from a list of three physicians (with the appropriate medical specialty) selected by the City's insurance provider. In this conflict of opinion situation the third medical opinion shall prevail.

d. In the event the employee does not report for the required medical evaluations, the employee may be terminated and such termination shall be deemed to be for just cause.

e. In the event the employee returns to work within eighteen (18) months, the employee shall suffer no loss in continuous service or seniority rights.

8. **PARKING ENFORCEMENT** – See changes below:

The City may hire Parking Enforcement Assistants **during B shift hours** to tag parking violations in the enforcement of parking ordinances ~~in metered parking areas and signed time limit parking areas~~. The employment of said parking enforcement assistants shall not in any way serve as the basis for the elimination of police personnel. If the City seeks to hire more than twelve (12) such Parking Enforcement Assistants, it shall first negotiate with the Union.

9. **BUY BACK** – MEDICAL --- See new language below:

(A) In the event that more than eight employees as of July 1 annually waive health benefit coverage then the payment in lieu of health benefits shall be in the amount of \$2000 per year. The City shall provide notice to the Union of the current number of person opting

out of health benefit coverage every April 1st. In the event that less than eight employees waive health benefits, then the payment shall be in the amount of \$500 per year. In addition, the current employees William Miranda and Tijuana Bradley Webb will continue to be eligible for the buyout going forward. Effective July 1, 2015, employees will not be permitted to receive the buyout in the event that they are opting out of the City's plan but are inevitably covered by another employee, i.e. their spouse, in a City plan of any kind, including the Board of Education.

10. **GRIEVANCE DEFINITION** – See changes below:

ADJUSTMENT OF GRIEVANCE PROCEDURES

Should any employee, or the Union, feel aggrieved concerning their wages, hours or conditions of employment, which wages, hours or conditions of employment are controlled by this agreement, ~~or which are provided for in any statutes, Charter provision, or ordinance, rule or regulation which is not in conflict with this agreement, or concerning any matter or condition arising out of the employee-employer relationship, including any claim of unjust discrimination, any matter or condition affecting an employee's health or safety and transfers and/or assignments,~~ adjustment shall be sought as follows:

11. **GRIEVANCE** – TIME TO FILE – REDUCED FROM 45 TO 30 DAYS – See changes below:

(A) The Union shall submit such grievance in writing to the Chief of Police, at the Union President's discretion, or if voted by the majority of the Grievance Committee, which shall be comprised of the Executive Board of the Union, setting forth the nature and particulars of the grievance. Any such grievance must be submitted in writing to the Chief of Police within **thirty (30)** ~~forty-five (45)~~ days of the date that the Union or aggrieved employee knew or reasonably should have known of the act which gave rise to the grievance, whichever date is earlier.

12. **AAA TRANSFER** --- 2 ARBITRATORS – WEINER, BLUM – See changes below:

(D) If such grievance is not resolved to the satisfaction of the Union by the ~~Police Board or~~ the Director of Labor Relations as the case may be within five (5) days after such meeting, the Union may present such grievance in writing within ten (10) days thereafter of the written decision by the ~~Board of Police Commissioners or the~~ Director of Labor Relations as the case may be, to the Connecticut State Board of Mediation and Arbitration as provided in Article 11 **except that the Union or Town shall have the right to submit/transfer the grievance to the American Arbitration Association (“AAA”). Grievance arbitration shall be conducted in accordance with the rules and regulations of the agency where the grievance is filed/transferred. The parties agree to use Gerald Weiner or Peter Blum as the neutral arbitrator in any grievance that is submitted to the American Arbitration Association. The aforementioned arbitrators shall rotate based on the aforementioned order for any cases they are assigned relative to this Agreement. Said Board or neutral arbitrator shall hear and**

act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties. **The transferring party shall pay all costs of the arbitrator and the American Arbitration Association.**

13. **CHIEF TERMINATES** – See changes below: (and other similar language in various sections)

Section 2 - The Chief or his designee may impose upon any officer discipline, **including suspensions of up to fifteen (15) days suspension without pay**, provided that the Chief or his designee shall first provide the officer with a written statement of the specific charges (rule and regulation violated) against him, and the information upon which the charges are based, and provide the officer with the opportunity to respond to said charges. The Chief's decision shall be in writing and if a holiday falls within the period of suspension, shall indicate whether the holiday is to be without pay as part of the suspension. **The Chief or Acting Chief may terminate any officer provided that the Chief or Acting Chief shall first provide the officer with a written statement of the specific charges (rule and regulation violated) against him, and the information upon which the charges are based, and provide the officer with the opportunity to respond to said charges. The Chief's decision shall be in writing. In the event of termination the terminated officer shall be paid for a period of forty-five (45) days. The parties agree that they shall use best efforts to schedule an arbitration hearing within forty-five (45) days of termination. In addition in accordance with the City's practice terminated employees shall retain medical coverage until an arbitration award is issued. The fifteen (15) days suspension referred to above shall be increased to thirty (30) days upon approval of the U.S. District Court.**

14. **INJURED** – FILE FOR WORKERS COMP – PAY LIMIT – SUPPLEMENT 18 MONTHS—See changes below:

Section 1 - **Employees who are absent from work as a result of a job-related injury or illness, and who are eligible for and receiving payments for disability under the Workers' Compensation Act, shall receive payments for the difference between the Workers' Compensation benefit and their net straight time pay not to not to exceed eighteen(18) months.** ~~The City shall pay the hospital, medical and drug expenses for each employee who is injured or disabled in the performance of duty, provided~~ **Officers must report work injuries that he reports such injury or disability to their his superior officer as soon as they become aware that the injury or disability was suffered in the line of duty, and further provided that he reports the same within one (1) year of the date of injury or disability, and further provided that he establishes through proper evidence and/or witnesses that such injury or disability was suffered in the performance of his duty.** Upon receiving a report that any employee has been injured or disabled in the performance of duty, the superior officer shall make an appropriate entry in the departmental records and an appropriate report of same to the clerk of the department on the form provided. Each employee so injured or disabled shall have the right to choose a physician or physicians from a list of approved health care providers on the City of Bridgeport's Workers Compensation Managed Care Plan, as such may be modified from time to time by the plan administrator and approved by the Workers Compensation Commissioner; provided that an employee may continue to treat with a physician or physicians with whom he/she has been

treating where a subsequent injury is a reoccurrence of a prior injury as determined by the Commissioner.

15. **OVERTIME ASSIGNMENTS** – 6 MONTH PILOT – CAN BE DISCONTINUED AFTER SIX MONTHS IN SOLE DISCRETION OF THE CITY – The Pilot shall begin July 1, 2015. During the Pilot all overtime (including special assignments) shall count towards departmental overtime opportunities.

16. **ELIMINATE CAR DOT TESTING LANGUAGE FROM THE CONTRACT**

17. **INSERT CITY MILITARY LEAVE POLICY INTO THE CONTRACT**

18. **INSERT LANGUAGE RE PRACTICE OF VERBAL AND WRITTEN WARNINGS** - Not to be used to support progressive discipline if good behavior and no pending discipline by officer for:

Written warning for 2 years
Verbal warning for 1 year.

19. **SICK LEAVE** – Beginning July 1, 2015

15 DAYS YEARLY (TO BE EARNED MONTHLY) FOR CURRENT EMPLOYEES – 10 DAYS YEARLY (TO BE EARNED MONTHLY) FOR NEW HIRES

EXISTING EMPLOYEES – 20 DAY MINIMUM PLACED IN INDIVIDUAL ACCRUED TIME

5 DAYS IS THE MULTIPLIER TIMES YEARS OF SERVICE WITH THE FOLLOWING CAPS:

10 YEARS – 50 DAYS

15 YEARS – 75 DAYS

20 YEARS – 100 DAYS AND

25 YEARS OR MORE 120 DAYS

MAXIMUM ACCRUAL IS 230 DAYS. CASH OUT AT RETIREMENT IS 50% OF ACTUAL ACCRUAL

Jessica Tillson shall be red circled for purposes of sick leave and shall have unlimited sick leave. In addition the changes set forth in paragraph seven (7) of this Tentative Agreement shall not apply to Jessica Tillson.

20. **SENIORITY CHANGES FOR CERTAIN SPECIAL ASSIGNMENTS**

(1) Phase out of current members up to and including the rank of Lieutenant in all specialized units except Department Clerk, Chief's Aide, Assistant Chief's Aide, Office of Internal Affairs, SWAT team, Scuba team, Patrol, and Detectives. Phase out to occur as follows (2/3 removal) of each unit covered on January 1, 2016 –no seniority issues – Chief picks, and (1/3) on January 1, 2017 – no seniority – Chief picks.

The above discussed phase out shall not apply to officers who have not completed 3 years in said assignment.

A. K-9: Life of dog – After life of dog, employee is removed from K-9 for (1) year.

(Still Test - Coopers)

B. Chief has the power to remove employees in any specialized unit except K-9 after (3) years for any reason, and prior to (3) years for any just cause.

C. Individuals in the units which are covered by the phase out terms (not excluded) in paragraph 1 must be removed and replaced after (5) years to be measured beginning January 1, 2016. If no one qualified bids, then employee is permitted to stay in the unit for a year with a rebid after (1) year. This rebid process shall repeat yearly until a qualified bid(s) is obtained.

(2) Assignment Process

-Letters of Interest

-Interview Panel – Union President, Commander of Unit, Deputy Chief with responsibility for Unit. Panel shall submit top 3 candidates to the Chief for selection in the sole discretion of the Chief. In the event 2 or more positions are being filled Panel shall submit one or more additional candidates beyond the top 3. For example if 2 positions are being filled the Panel shall submit the top 4 candidates and the Chief shall choose 2 from the 4 in his sole discretion.

-Interview/Section is comprised of:

-Performance

-Attendance

-Ability

-Special Qualifications

-Discipline (last 5 years only)

-Military Experience

-Education

-Training

*If all candidates are equally qualified, seniority governs.

(3) Training: If the department offers specialized training related to any of the specialized units covered by the phase out terms of paragraph 1, then in the event (3) or more officers are being offered said training one of the three will be selected on the basis of seniority. The ratio for selection by seniority shall be 3 to 1. Therefore if 6 are selected for said training 2 will be on the

basis of seniority, provided that said individual(s) shall not be selected if they have a poor attendance or disciplinary record within the last five years.

(4) In order to apply for a specialized unit position, an applicant must have completed (2) years of service in the Bridgeport Police Department after probation.

(5) In terms of assessing education in paragraph 2, 4 years of police time is equivalent to 1 year of college. This rule sunsets on January 1, 2024.

(6) Yearly evaluations on employee anniversary beginning in 2015. Five different categories shall be applied for rating level of performance (i.e. Excellent to Poor).

21. **DEPUTY CHIEFS**

The position of Deputy Chief shall be removed from the bargaining unit with the understanding that the four individuals occupying the position currently (Armeno, Baraja, Honis and Radzmirski) shall remain in the Union until the end of their employment. The City shall have sole and complete discretion regarding the filling/replacement of these four Deputy Chiefs positions and the manner utilized by the City.

22. **RETIREE MEDICAL**

In order to be eligible to receive retiree medical benefits a current employee must: (1) complete twenty five (25) years of continuous service in the employ of the City in any City department prior to retiring from the police department; or (2) be deemed eligible for a work related disability pension by CMERS. Any retiree (including a work related disability retiree) shall pay premium share in accordance with the contract between the Union and the City. The Union shall withdraw all grievances and MPPs associated with retiree medical benefits concerning service time with the City.

23. **SICK LEAVE BANK**

The Union shall have the right to set up a sick leave bank to be used for serious illness. In the event the Union wishes to close and/or end the bank it shall either wind down the banked days to zero or simply end the bank with no days redistributed to employees or the City. The Union shall hold the City harmless for any action of any kind taken against the City concerning the aforementioned sick leave bank. The phrase "hold harmless" shall include but not be limited to payment to the City for all reasonable attorney's fees and costs incurred by the City. The Union covenants and agrees that it shall not file any MPP, grievance or action against the City concerning the aforementioned sick leave bank.

Officers in order to be eligible to receive sick time from the sick leave bank must contribute four (4) days of sick time on or before July 1, 2015. Once officers have contributed sick days to the bank the City shall on a one time only basis contribute three hundred and sixty five (365) days to the bank.


24. COOPERS TEST

The City shall have the right to implement a Coopers test in accordance with the language of the collective bargaining agreement (only for employees hired after July 1, 2005 see Article 14 subsections h and i). Said test shall not occur prior to September 1, 2015.

25. PORAC

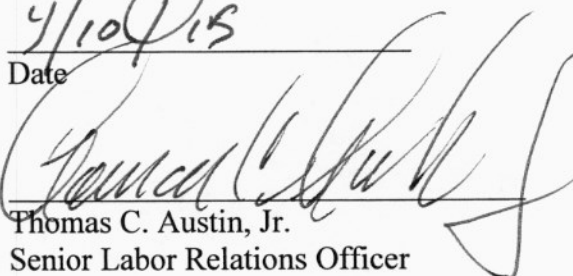
The City shall pay for fifty percent of yearly liability insurance for each officer employed by the City through the AFSCME/PORAC program. The City shall have no obligation to pay any monies for any officer who is not enrolled in and paying for the AFSCME/PORAC program.

FOR THE CITY



Mayor Bill Finch

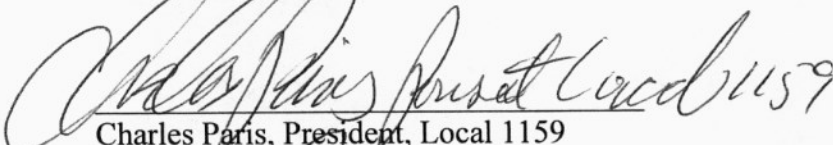
4/10/15
Date



Thomas C. Austin, Jr.
Senior Labor Relations Officer

4-10-15
Date

FOR THE UNION



Charles Paris, President, Local 1159

April 10, 2015
Date

Date



Bill Finch
Mayor

City of Bridgeport
Labor Relations and Benefits Administration

Labor Relations Office
45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7843

Lawrence E. Osborne, Jr.
Director

Thomas C. McCarthy
Deputy Director

Jodie Paul-Arndt
Human Resources Manager

Richard D. Weiner
Benefits Manager

April 15, 2015

Honorable City Council Members
Office of the City Clerk
City of Bridgeport

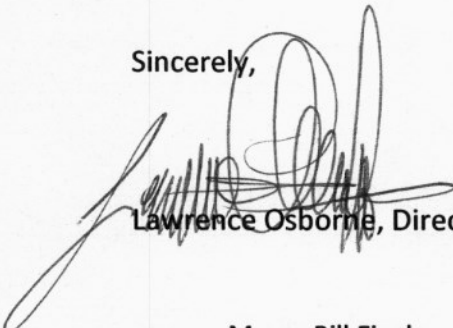
RE: NAGE, RI-200

Dear Honorable Members:

The City of Bridgeport and NAGE, RI-200 have reached an agreement concerning the terms and conditions of employment for their membership. Enclosed you will find a signed Tentative Agreement between the City and the Union.

We are requesting that the City Council refer the tentative agreement to the Contracts Committee for consideration.

Sincerely,



Lawrence Osborne, Director

cc: Mayor Bill Finch
Adam Wood, Chief of Staff – Office of the Mayor
Andrew Nunn, Chief Administrative Officer
Thomas Sherwood, Director – OPM
Dwayne Harrison, President – NAGE, RI-200



**CITY OF BRIDGEPORT
AND
NAGE LOCAL RI-200
TENTATIVE AGREEMENT**

1.) Wages

3.0 % effective 07-01-14

2.5% effective 01-01-17

2.5 % effective 01-01-16

2.0% effective 01-01-18

2.) Concessions

All members of NAGE Local RI-200 will have the agreed upon value of no more than three (3) days deducted from their retroactive wage payment. The union members are responsible for the City of Bridgeport receiving the full value of the no more than three (3) work days. No union member will have a negative retro-active effect. This amount will be calculated toward the pension.

3.) Reclassification Committee

Within sixty (60) days of the final approval of the Collective Bargaining Agreement, both parties shall commence a reclassification committee. The committee will discuss the following job titles: Cafeteria Aide, Custodian I, Security Guard, Civilian Detention Officers, Zoning Inspector, Clerical, Library, Special Officers and Program Coordinators.

4.) No Post Employee Medical Benefits

Health Benefits: Any employee hired after May 1, 2015 will not be eligible to receive post-employment medical benefits regardless of the service time the employee has with the City.

5.) Affordable Care Act Re-opener

Health Benefits: Anytime during the 2016 calendar year, the parties agree, that with a two week notice by either party, to reopen the contract to bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the benefit for which it is seeking to reopen the agreement and the date on which the City learned of the issue.

OVER

6.) Security Guard Uniforms

Security Guards will be given four (4) pairs of uniform pants and 4 uniform shirts, the type and design to be determined solely by the City of Bridgeport, every calendar year. The process by which the employees receive the pants and shirts will be determined solely by the City of Bridgeport.

7.) Sub-Contracting

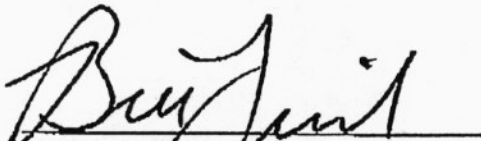
The City agrees that it will not contract or sub-contract any work presently being performed by employees in the bargaining unit. This shall not prevent the City from contracting or sub-contracting for supplementary or emergency service which employees in the bargaining union are unable to perform during their regular hours of work. This article will not impact any positions, dealing with security at Margaret Morton Government Center, City Hall, 45 Lyon Terrace and the Health Department.

8.) Job Postings

Article 14.2 (When a promotional vacancy exists in a classified non-competitive position within a department, the senior employee within the department, if qualified, and if bidding, shall be given the first opportunity to fill the vacancy. If the employee refuses the opportunity or is found to be not qualified, the opportunity shall go to the next senior employee. The position vacancy shall be posted, where employees customarily assemble and in a conspicuous place, in the department for five (5) days): add language at the end of this article, " and on the appropriate Personnel department's website."

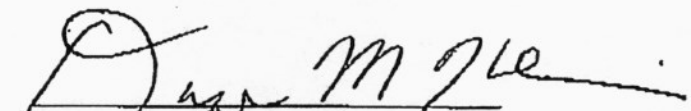
CITY OF BRIDGEPORT

NAGE, LOCAL RI-200



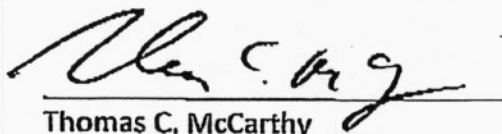
Bill Finch, Mayor

3/20/15
Date



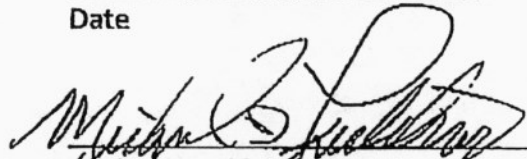
Dwayne Harrison, President

3-20-2015
Date



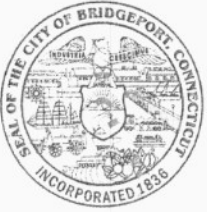
Thomas C. McCarthy
Deputy Director of Labor Relations

3/20/2015 (Te)
Date



Michael Freddino, Vice President

3-20-15
Date



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

BILL FINCH
Mayor

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: April 13, 2015

RE: Boards & Commissions

Please place the following name on the April 20, 2015 City Council agenda for referral to the Public Safety Committee for the purpose of reappointment to the Police Commission:

Rev. Simon Castillo (D)
555 Maplewood Avenue
Bridgeport, CT 06605

This will fill a vacancy and the term will expire on 12/31/16

BF/lac

RECEIVED
CITY CLERK'S OFFICE
2015 APR 16 P 3:06
ATTEST
CITY CLERK _____



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

BILL FINCH
Mayor

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: April 13, 2015

RE: Boards & Commissions

Please place the following name on the April 20 , 2015 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of an appointment to the Food Policy Council:

Ana Nilsa Diaz (D)
85 Yale Street
Bridgeport, CT 06605

This will fill a vacancy and the term will expire on 12/31/16

BF/lac

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2015 APR 16 P 3:06
ATTEST
CITY CLERK

Item# *51-14 Consent Calendar

Grant Submission: re State of Connecticut Office of Policy and Management Justice Assistance Formula (JAG) Violent Crime Prevention Grant Program (#15216).



**Report
of
Committee
on**

Public Safety and Transportation

Submitted: April 20, 2015

Adopted: _____

Attest: _____

Fleeta C. Hudson
Fleeta C. Hudson, City Clerk

Approved by: _____

Bill Finch, Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***51-14 Consent Calendar**

**A Resolution by the Bridgeport City Council
Regarding the
State of Connecticut Office of Policy and Management
Justice Assistance Formula (JAG) Violent Crime Prevention Grant Program**

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

WHEREAS, this funding has been made possible through the **JAG Violent Crime Prevention Grant Program**; and

WHEREAS, funds under this grant will be used to cover the costs of materials distributed at Lethality Assessment Program training and over-time payments to police staff attending and/or leading the trainings; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, **Police Department**, submits an application to the **State of Connecticut Office of Policy and Management** to train police staff on methods which will improve the Department's response to domestic violence; and

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Office of Policy and Management** for the purpose of the **JAG Violent Crime Prevention Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Chief of Police**, to execute and file such application with the **State of Connecticut Office of Policy and Management JAG Violent Crime Prevention Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on Public Safety and Transportation
*51-14 Consent Calendar

-2-

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON PUBLIC SAFETY
AND
TRANSPORTATION**

Michelle A Lyons
Michelle A. Lyons, Co-Chair

Denese Taylor-Moye
Denese Taylor-Moye, Co-Chair

Jack O. Banta
Jack O. Banta

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

Alfredo Castillo
Alfredo Castillo

Eneida L. Martinez
Eneida L. Martinez

Melanie Jackson
Melanie Jackson

Item# *63-14 Consent Calendar

Appointment of Matthew Cuminotto, Jr. (D) to the Board of Police Commission.



**Report
of
Committee
on**

Public Safety and Transportation

Submitted: April 20, 2015

Adopted: _____

Attest:

Fleeta C. Hudson
Fleeta C. Hudson, City Clerk

Approved by: _____

Bill Finch, Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***63-14 Consent Calendar**

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

NAME


TERM EXPIRES

Matthew Cuminotto, Jr. (D)
320 Vincelle Street
Bridgeport, CT

December 31, 2015


*This will replace the seat held by Reginald Normand (U).

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


Michelle A. Lyons, Co-Chair



Denese Taylor-Moye, Co-Chair


Jack O. Banta


Richard D. Salter, Sr.


Alfredo Castillo


Eneida L. Martinez


Melanie Jackson

Item# *43-14 Consent Calendar

Professional Services Agreement with Olin Partnership Ltd., for the Beardsley Park Master Planning Services.



**Report
of
Committee
on
Contracts**

Submitted: April 20, 2015

Adopted:

Attest: *Fleeta C. Hudson*
Fleeta C. Hudson, City Clerk

Approved by:

Bill Finch, Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***43-14 Consent Calendar**

A Resolution by the Bridgeport City Council Regarding Contract with Olin Partnership, Inc. for Landscape Architecture Services for Beardsley Park

WHEREAS, the City of Bridgeport Parks and Recreation Department provides well maintained, enjoyable park grounds and facilities to enhance the quality of life for City residents and visitors; preserves and protects open spaces, provides opportunities for active and passive recreation, and maintains the landscapes, environment, structures and woodlands that exist within these areas; and

WHEREAS, the Parks and Recreation Department has conducted a Request for Qualifications (RFQ) and subsequent Request for Proposals (RFP) process by which it has publicly solicited competitive bidding; and

WHEREAS, the City of Bridgeport reviewed all submittals with a committee whose selection process was approved by the City's Board of Public Purchases and under which Olin Partnership, Ltd. has been chosen and has been awarded as the designated firm to perform these professional services; and

WHEREAS, the Parks and Recreation Department is requesting approval to execute a contract agreement with Olin Partnership Ltd. in the amount of \$298,090 to provide professional Master Planning Services to evaluate Beardsley Park and to make further recommendations, and create a master plan that melds Olmsted's original design intent with current community use ready for the 21st Century and beyond, and ensure a high-quality user experience by integrating other amenities, circulation routes and cultural, historical and ecological assets; and

WHEREAS, the overall project limits encompass 3000-9A and may include its connecting streets and neighborhood, watercourses and woodlands as necessary; and



Report of Committee on Contracts
*43-14 Consent Calendar

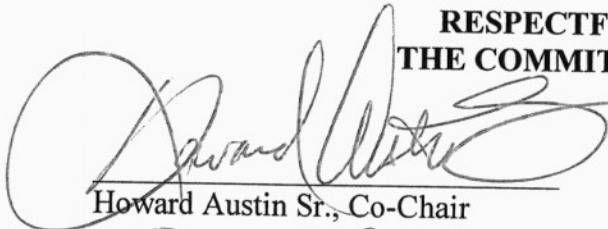
-2-

WHEREAS, Olin will perform the following professional services in order to complete the project including Site Inventory and Analysis, Public Engagement with Park Concepts, Schematic Design, Design Development, Permitting, Contract/Construction Documents and Specifications, Construction Administration, Cost Estimating and Post Construction Project Review; and

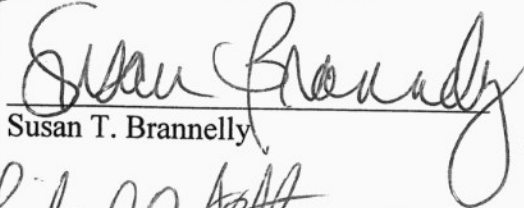
WHEREAS, the City will enter into such mutually-acceptable agreements and take such other actions as they deem necessary or desirable to implement the Project.

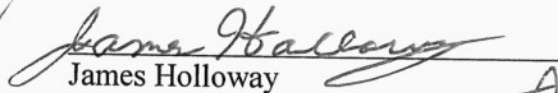
NOW, THEREFORE, BE IT RESOLVED that the Mayor or the Director of Parks and Recreation is authorized, upon the approval as to form by the Office of the City Attorney, to negotiate and execute a professional services agreement, enter into such other agreements as may be required consistent with this resolution, and take such other necessary or desirable actions in furtherance of the Project as they may deem to be in the best interests of the City.

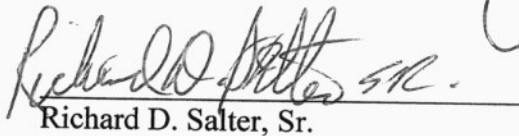
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

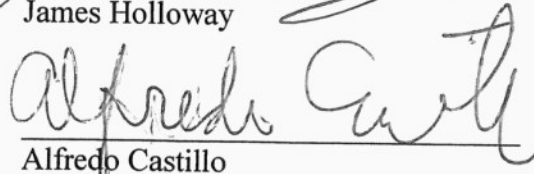

Howard Austin Sr., Co-Chair

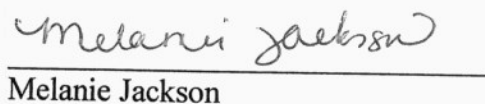
Milta I. Feliciano, Co-Chair

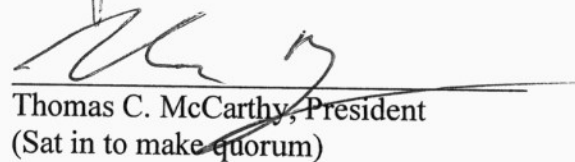

Susan T. Brannelly


James Holloway


Richard D. Salter, Sr.


Alfredo Castillo


Melanie Jackson


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

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ATTEST
CITY CLERK

PROFESSIONAL SERVICES AGREEMENT
(Beardsley Park Master Plan)

THIS AGREEMENT between the parties dated the ___ day of _____, 2015 (the "Agreement") is hereby entered into between Olin Partnership, LTD with offices at 150 South Independence Mall West, Philadelphia, PA 19106 (the "**Consultant**") and the **City of Bridgeport**, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS, the City desires the services of the Consultant for the purpose of creating a master plan for the City's Beardsley Park in an amount not to exceed Two Hundred Ninety Eight Thousand Ninety (\$298,090.00) Dollars ("Maximum Fee"); and

WHEREAS, in order to engage a consultant the City issued a Request for Qualifications ("RFQ") attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Consultant was the favored respondent to the RFQ, which responsive submission is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the Consultant has submitted to the City a defined scope of services and reflective fees attached hereto and made a part hereof as Exhibit C; and

WHEREAS the Consultant agrees to commence its scope of services and perform the same in accordance with this Agreement and as specifically directed by the City through Steve Hladun, Special Projects Coordinator.

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

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Consultant to fashion a master plan for the City's Beardsley Park which champions the original Olmsted vision and maintaining the City's overall Parks Master Plan as more particularly set forth and described in Exhibit C attached hereto and made a part hereof (the "**Scope of Services**") and will do so in accordance with the fee schedule also set forth in Exhibit C attached hereto and made a part hereof.

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

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sole discretion, may extend the term of this Agreement up to the extent that additional funds become available and additional services required.

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

4. Payment.

(a) Source of Funds. The Consultant's activities under this Agreement will be funded from City sources. Should the City utilize any grant funding sources under this Agreement, Consultant shall abide by all applicable funding source criteria, reporting, and obligations.

(i) Fees. The parties understand that the Consultant will provide its Services at the costs and terms as set forth in Exhibit C. The Consultant's Scope of Services (inclusive of subconsultants) shall not exceed Two Hundred Ninety Eight Thousand Ninety (\$298,090.00) Dollars and Consultant shall notify the City when its invoicing has achieved 50% of the maximum funding and again at 75% of the maximum funding, reporting together therewith what percentage of the scope of Scope of Services have been completed at that time.

(ii) Costs. City will reimburse only those expenses listed in Exhibit C.

(b) Payment. The Consultant will submit its fee based and allowable cost invoices with all backup documentation, including hours (to the quarter hour and based upon the schedule of fees set forth in Exhibit C attached hereto), activities conducted, deliverables completed, and the like, to the City on a monthly basis for the prior month's Scope of Services rendered. City shall render payment for Scope of Services within forty (45) days of receipt of an accepted fee based invoice.

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

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports, schedules, and/or recommendations. Nevertheless, the City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including

moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

7. Confidential Information.

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

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

8. Noncircumvention. [INTENTIONALLY OMITTED]

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

10. Representations and Warranties.

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

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

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

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

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant and will conform in all respects to the terms and conditions set forth in Exhibit C, attached hereto and made a part hereof.

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

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

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

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

(i) The Consultant represents and warrants that the performance of the Scope of Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional

equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies (legal and equitable) generally available to a purchaser of goods or services under applicable laws.

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

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

If to the City:

Office of Parks and Recreation
attn: Steve Hladun
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

with a copy to:

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

If to the Consultant:

At the address specified above.

with a copy to:

13. Termination For Default; Termination For Convenience.

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

(b) The Consultant may not terminate for convenience. The City may terminate for convenience upon giving thirty (30) days written notice of termination.

14. Dispute Resolution and Choice of Law.

The parties agree that all disputes between them arising under this Agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, are subject to the following dispute resolution procedure:

- (a) **Initiation of Dispute Resolution Process.** In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this Agreement, that a dispute continues to exist. The party giving such notice shall also forward a copy to the Chief Administrative Officer ("**Director**"), 999 Broad Street, 2nd Fl., Bridgeport, CT 06604. The notice shall set forth the nature of the dispute, the notifying party's position

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

- (b) **Mediation.** If either party objects to the Determination, such party may commence non-binding mediation before the American Arbitration Association ("AAA"), or similar mediation organization selected by the City in the City's sole discretion within thirty (30) days after the date of the Determination. The City shall determine whether such mediation will be conducted in accordance with AAA mediation rules then in effect or another entity's mediation rules. Such mediation will be held in Bridgeport, Connecticut. Each party shall bear the cost of its respective counsel and one-half of the administrative costs of such mediation, including but not limited to the mediator's fees and expenses. Failure by either party to file for mediation within such 30-day period shall be deemed a waiver by both parties of their respective right to appeal such Determination, in which event such Determination shall be final and enforceable in any court having jurisdiction over the parties.
- (c) **Joinder in Other Proceedings.** The City reserves the right to require the joinder and participation of the other party to this Agreement in any other mediation, arbitration or litigation involving a claim by another party that relates to the subject matter set forth in this Agreement and, reserves the additional right, if necessary or desirable in the City's sole determination, to join or implead the other party to this agreement into such mediation, arbitration, or litigation when doing so is deemed by the City to be in its best interests.

15. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE

DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

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

17. Indemnification; Insurance.

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

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

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

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

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

Professional liability insurance in the sum of not less than one million dollars (\$1,000,000) annual aggregate on a claims made basis.

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

Cancellation notice—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

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

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

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Attention: Purchasing Agent
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604"

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

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

20. Miscellaneous.

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

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

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

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

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

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

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

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

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

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

CITY OF BRIDGEPORT

By: _____

Name: Bill Finch

Title: Mayor

**CONSULTANT
Olin Partnership, LTD**

By: _____

Name: Richard Newton

Title: Partner
duly-authorized

Item# *47-14 Consent Calendar

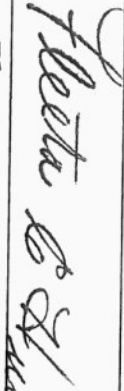
Assignment of Tax Liens for the Fiscal Year 2014.



**Report
of
Committee
on
Contracts**

Submitted: April 20, 2015

Adopted:

Attest: 
Fleeta C. Hudson, City Clerk

Approved by: _____
Bill Finch, Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

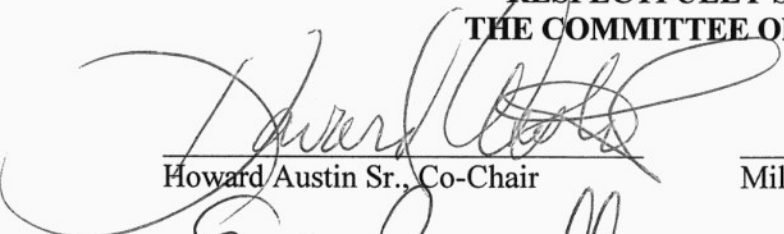
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

***47-14 Consent Calendar**

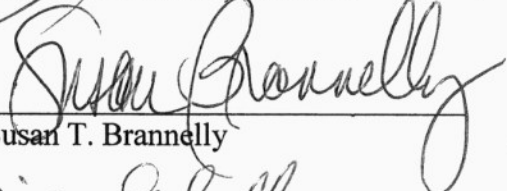
BE IT RESOLVED, That pursuant to C.G.S. Section 12-195h, The City Council of the City of Bridgeport authorize and approve the assignment for consideration of any or all tax liens by the Tax Collector to secure unpaid taxes on real property as provided under the provision of Chapter 206 of the Connecticut General Statutes.


BE IT FURTHER RESOLVED, That pursuant to Connecticut General Statutes, including sections 7-148 and 12-195h, the City Council of the City of Bridgeport hereby authorized the Mayor of the City of Bridgeport to negotiate, enter into and execute any and all agreements as are reasonably necessary to effectuate the assignment of real property tax liens in form and substance satisfactory to the Mayor, the Director of Finance, the Tax Collector and the City Attorney.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

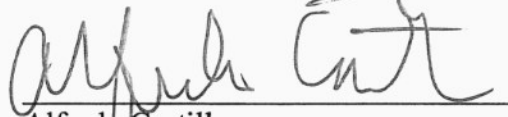

Howard Austin Sr., Co-Chair

Milta I. Feliciano, Co-Chair

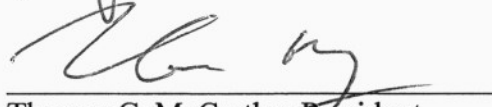

Susan T. Brannelly


James Holloway


Richard D. Salter, Sr.


Alfredo Castillo


Melanie Jackson


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

City Council: April 20, 2015